

**AGREEMENT  
BETWEEN  
THE WORKFORCE DEVELOPMENT BOARDS OF MONTEREY AND  
SANTA BARBARA COUNTIES**

This Agreement is made and entered into, effective the 5th day of May 2020 by the Workforce Development Board of Santa Barbara County, hereinafter called "SBWDB," and the Monterey County Workforce Development Board, hereinafter called "MCWDB," as part of the "Coastal RPU Entities."

**WHEREAS**, the Workforce Innovation and Opportunity Act (WIOA) of 2014 mandated the identification of planning and service delivery regions comprised of local workforce development areas within a defined geographic region;

**WHEREAS**, the California Workforce Development Board (CWDB) designated the local workforce development boards of Santa Cruz, Monterey, San Luis Obispo, and Santa Barbara counties as the Coastal Region Planning Unit or "Coastal RPU," one of the 14 regional planning units within California;

**WHEREAS**, WIOA mandates that regional planning units engage in regional coordination resulting in the development of a regional plan, regional service delivery strategies, and regional administrative cost efficiencies among its local areas;

**WHEREAS**, two of the four Coastal RPU Entities, the MCWDB and the SBWDB, desire to contract with one another to provide workforce development services benefitting the residents of the Coastal RPU; and

**WHEREAS**, the two specified Coastal RPU Entities desire to set forth herein the terms and conditions under which the regional workforce development services will be provided and reimbursements for the costs thereof shall be furnished.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

**1. PURPOSE**

The purpose of this Agreement is to set forth the responsibilities of the Coastal RPU Entities designated in this Agreement as they relate to regional workforce development activities and administration of grants from the CWDB. Generally, these activities and grants are funded pursuant to WIOA discretionary funding. This Agreement is intended to provide the framework for reimbursing the Coastal RPU Entities designated in this Agreement for the costs of regional activities. MCWDB is designated by the CWDB as the Fiscal Agent for the Coastal RPU with the authority and obligation to administer regional coordination WIOA grants. These WIOA regional coordination grants are intended to support regional alignment that improves coordination among Local Boards, fosters local workforce development system alignment to produce demand-driven skill attainment, and enhances regional sector partnerships.

Coordination and alignment of the Coastal RPU workforce boards is also intended to connect labor force supply side with targeted sectors by aligning innovative approaches to removing employment barriers.

**2. TERM**

This Agreement commences on May 5, 2020 and terminates on June 30, 2022, unless sooner terminated as provided herein.

**3. OPERATIONAL AND FISCAL PROVISIONS**

As the Fiscal Agent for the Coastal RPU coordination and alignment activities, the MCWDB has been awarded WIOA funding from the following sources:

<b>Grant Fund Source</b>	<b>Grant Number and Code</b>	<b>Total Grant Award Amount</b>
Slingshot 2.0 Implementation	GC 1045	\$200,000
Regional Organizer	GC 1144	\$163,000
P2E Implementation Direct Services	GC 2287	\$647,983
P2E Supportive Services Earn and Learn	GC 2286	\$478,992
<b>Total</b>		<b>\$1,489,975</b>

The MCWDB will administer these grants as follows as it relates to SBWDB:

<b>Grant Fund Source</b>	<b>SBWDB</b>
Slingshot 2.0 Implementation	\$ 5,200
P2E Implementation Direct Services	\$183,200
P2E IDS Admin.	\$ 11,000
P2E Supportive Services Earn and Learn	\$133,648
P2E SSEL Admin.	\$ 9,580
<b>Total</b>	<b>\$342,628</b>

**MCWDB will:**

- A. Communicate on regional coordination grant activities to the Coastal RPU Entities for the purposes of regional project management.
- B. Convene the Coastal RPU Entities for at least one (1) face-to-face meeting per quarter for a maximum of four (4) meetings per year.
- C. Collaboratively develop funding applications, work plans, and budgets for the Slingshot, Regional Organizer, and other CWDB projects that require a regional approach.
- D. Jointly appoint staff with coordination from SBWDB to administer the Slingshot, P2E and Regional Organizing projects.
- E. Reimburse Coastal RPU Entities for all activities and services required herein as prescribed in Exhibits A1 through A3, and B1 and B2 specifically:
  - 1. Reimburse SBWDB in the maximum amount of \$342,628 for the workforce development activities and services described in Exhibit A1, in accordance with the budget summary for SBWDB detailed in Exhibit B1.
- F. Retain a maximum amount of \$728,980 for the workforce development activities and services described in Exhibit A2, in accordance with the budget summary for MCWDB detailed in Exhibit B4.

- G. Retain a maximum amount of \$92,117 for the fiscal agent activities and administrative costs described in Exhibit A3, in accordance with the budget summary for MCWDB detailed in Exhibit B4.
- H. Track grant expenditures, prepare and submit reports to the CWDB, and monitor regional coordination grant activities to ensure compliance with grant terms and conditions.

**Coastal RPU Entities designated in this Agreement will:**

- A. Provide services as specified in the applicable Exhibits A1 through A3, in accordance with the budget summaries specified in the applicable Exhibits B1 through B4.
- B. Participate in regional coordination activities, as defined in WIOA Section 106 (c)(1) (A-H), including:
  - 1. Preparation of a regional plan (A);
  - 2. Establishment of regional service strategies, including use of cooperative service delivery agreements (B);
  - 3. Development and implementation of sector initiatives for in-demand industry sectors or occupations for the region (C);
  - 4. Collection and analysis of regional labor market information (D);
  - 5. Establishment of administrative cost arrangements, including the pooling of funds for administrative costs as appropriate for the region (E);
  - 6. Coordination of transportation and other supportive services, as appropriate for the region (F)
  - 7. Coordination of services with regional economic development services and providers as appropriate (G); and
  - 8. Establishment of an agreement concerning how the Coastal RPU Entities will collectively negotiate and reach agreement with the Governor on local levels of performance for, and report on, performance accountability measures for the Coastal RPU Entities (H).
- C. Participate in scheduled Coastal RPU Entity meetings and conference calls, including designating an individual to attend meetings and conference calls as necessary.
- D. Submit data for quarterly Regional Implementation reports per established deadlines.
- E. Work with designated regional staff to support efforts to align regional investments (Regional Organizer, Regional Training Coordinator, Slingshot, Strong Workforce, Adult Education Block Grant, and Career Pathways Trust).
- F. Participate in workgroups established to support regional activities.
- G. Provide data collection and reports necessary to complete evaluations of Coastal RPU Entities' activities.
- H. Maintain financial accounts, records, and data related to this Agreement in accordance with federal and/or state requirements and maintain those books, accounts, records and data for three (3) years after termination of this Agreement. For the duration of this Agreement, and for a period of three (3) years thereafter, all Coastal RPU Entities' representatives, representatives of the CWDB, and the Auditor General of the State of California shall have the right to examine these books, accounts, records, data and other information relevant to this Agreement for the purposes of auditing and verifying statements, invoices, bills, expenditures and revenues provided under and administered pursuant to this Agreement.
- I. Agree to comply with **Exhibit D – WIOA Certifications and Assurances**, attached to this Agreement.

J. Use **Exhibit C – Monthly Invoice** for monthly reimbursement requests.

**4. GENERAL PROVISIONS**

This Agreement constitutes the entire agreement and understanding between the parties, and supersedes any prior or contemporaneous agreement, or understandings, if any, regarding the subject matter of this Agreement. Any changes or modifications shall be accomplished only by a written amendment to the Agreement, executed by the duly authorized representatives of all parties.

**5. NOTICES**

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

SANTA BARBARA COUNTY  
Raymond L. McDonald, Executive  
Director  
Santa Barbara County  
Workforce Development Board  
234 Camino del Remedio  
Santa Barbara, CA 93110  
Email: [R.McDonald@sbsocialserv.org](mailto:R.McDonald@sbsocialserv.org)  
(805) 681-4540

MONTEREY COUNTY  
Christopher Donnelly, Executive  
Director  
Monterey County  
Workforce Development Board  
1441 Schilling Place, North Building  
Salinas, CA 93901  
Email:  
[DonnellyC@co.monterey.ca.us](mailto:DonnellyC@co.monterey.ca.us)  
(831) 759-6644

**6. INDEMNIFICATION AND INSURANCE**

**A. Indemnification**

Each Coastal RPU Entity shall indemnify, defend, and hold harmless the MCWDB, its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Coastal RPU Entities and/or their agents, employees or subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the MCWDB. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the MCWDB. The Coastal RPU Entities shall reimburse the MCWDB for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Coastal RPU Entities are obligated to indemnify, defend and hold harmless the MCWDB under this Agreement.

The MCWDB shall indemnify, defend, and hold harmless each Coastal RPU Entity, their officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in conjunction with, performance of this Agreement by the MCWDB and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by a Coast RPU Entity. It is the intent of the parties to this Agreement to provide the broadest possible coverage for each Coastal RPU Entity. The MCWDB shall reimburse each Coastal RPU Entity for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the MCWDB is obligated to indemnify, defend and hold harmless each Coast RPU Entity under this Agreement.

The indemnification obligations established by this Agreement shall survive the termination of this Agreement. These indemnification obligations extend to the expiration of the statute of limitations applicable to claims arising out of this Agreement.

**B. Insurance**

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

Each party shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement. Coastal RPU Entities shall send, without demand by the other parties to this Agreement, annual certificates as directed above. If the certificate is not received by the expiration date, the other parties to this agreement shall notify the Coastal RPU Entity which has a lapse in verification. That entity shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by any of the parties to maintain such insurance is a default of this Agreement, which entitles each of the remaining parties to this Agreement, at their sole discretion, to terminate this Agreement immediately.

**7. CONSTRUCTION, SEVERABILITY, AND INTERPRETATION OF AGREEMENT**

The Coastal RPU Entities 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.

If any provision of this Agreement, or the application thereof to any person, place, or circumstances, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect.

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.

**8. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by all parties.

**9. EXHIBITS**

The following exhibits are attached hereto and incorporated by reference:

1. Exhibit A – Local Area Service and Budget Specifications for:

- A1. Service Specifications for SBWDB
- A2. Service Specifications for MCWDB
- A3. Service Specifications for MCWDB (fiscal agent)
  
- 2. Exhibit B – Project Budget Summaries for SBWDB:
  - B1. Regional Plan/Slingshot 2.0 Implementation Budget Summary
  - B2. Prison to Employment Grants Budget Summaries
  
- 3. Exhibit C – Monthly Invoice
  - C1: Monthly Invoice for Regional Plan Services/Slingshot 2.0 Implementation
  - C2: Monthly Invoice for P2E Implementation Direct Services
  - C3: Monthly Invoice for P2E Supportive Services Earn and Learn
  
- 4. Exhibit D – WIOA Compliance, Certifications, and Assurances
- 5. Exhibit E – Regional Plan Implementation Work Plan
- 6. Exhibit F – Prison to Employment Initiative Work Plan
- 7. Exhibit G – Prison to Employment Initiative Participant Plans

PER SIGNATURE, WE AGREE TO THE PROVISIONS OF THIS AGREEMENT.

**Monterey County Board of Supervisors**  
**Chief Elected Official**  
**Monterey County Workforce Development Area**

\_\_\_\_\_  
Chair, Monterey County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher Donnelly, Executive Director  
Monterey County Workforce Development Board


\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
County Counsel, Monterey County

\_\_\_\_\_  
Date

**Santa Barbara County Board of Supervisors  
Chief Elected Official  
Santa Barbara County Workforce Development Area**

  
\_\_\_\_\_  
Chair, Santa Barbara County Board of Supervisors

5-5-2020  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Raymond L. McDonald, Executive Director  
Santa Barbara County Workforce Development Board

\_\_\_\_\_  
Date

Approved as to form:

  
\_\_\_\_\_  
County Counsel, Santa Barbara County

4/16/20  
\_\_\_\_\_  
Date



**EXHIBIT A1**  
**Santa Barbara County Workforce Development Board**  
**Regional Service Specifications**

The Santa Barbara County Workforce Development Board (SBWDB) will provide workforce development services in support of Coastal RPU regional activities, as specified below.

- A. For the **Regional Plan Implementation Initiative**, SBWDB's Executive Director will:
1. Interface with State Officials, Workforce Development Board directors, executives in private industry, government and education.
  2. Support Coastal RPU Directors in connecting CWDB members and Technical Assistance (TA) providers with regional partners to assist in implementing opportunities, removing barriers and meeting challenges, including identifying and overcoming policy obstacles.
  3. Support implementation of the Coastal RPU's Regional Plan.
  4. Identify promising practices and successful convening efforts that link policy and practice for the Southern sub-region.
- B. For the **Slingshot 2.0 Initiative**, SBWDB will provide staff to attend regional convenings and participate in the regional business engagement strategy.
- C. For the **P2E Initiative Implementation Direct Services Grant**, SBWDB will:
- a. Provide administrative oversight and grant management services.
  - b. Provide regional data management and reporting services to the CWDB and other WDBs in the region.
  - c. Hire a contractor to provide direct services to twenty-two (22) low to moderate risk, formerly incarcerated and justice-involved individuals reentering our communities from local jails and state prisons. These services may include:
    - 1) Intake;
    - 2) Assessment of skill levels and interests;
    - 3) Career exploration;
    - 4) Job readiness, including prevocational skills training;
    - 5) Work experience;
    - 6) Occupational skills training;
    - 7) On-the-Job Training;
    - 8) Earn and learn services, including referrals to apprenticeships;
    - 9) Intensive career coaching (case management) as required to engage and retain this population;
    - 10) Supportive Services; and
    - 11) Job placement.
- D. For the **P2E Initiative Supportive Services Earn and Learn Grant**, SBWDB will:
- a. Provide administrative oversight and grant management services.

- b. Provide regional data management and reporting services to the CWDB and other WDBs in the region.
- c. Hire a contractor to provide direct services to sixteen (16) low to moderate risk, formerly incarcerated and justice-involved individuals reentering our communities from local jails and state prisons. These services may include:
  - 1) Intake;
  - 2) Assessment of skill levels and interests;
  - 3) Career exploration;
  - 4) Job readiness, including prevocational skills training;
  - 5) Work experience;
  - 6) Occupational skills training;
  - 7) On-the-Job Training;
  - 8) Earn and learn services, including referrals to apprenticeships;
  - 9) Intensive career coaching (case management) as required to engage and retain this population;
  - 10) Supportive Services; and
  - 11) Job placement.

**EXHIBIT A2**  
**Monterey County Workforce Development Board**  
**Regional Service Specifications**

The Monterey County Workforce Development Board (MCWDB) will provide workforce development services in support of Coastal RPU regional activities, as specified below.

A. For the **Regional Plan Implementation Initiative**, MCWDB will:

1. Assign its Executive Director, or employ a Regional Organizer for the northern sub-region, to provide the following Regional Plan implementation services:
  - a. Interface with State Officials, Workforce Development Board Directors, executives in private industry, government and education.
  - b. Work collaboratively and in coordination with the SBWDB Executive Director.
  - c. Act as the liaison between the CWDB and Coastal RPU regional leaders and facilitates the communication pipeline between the CWDB and Coastal RPU Entity Directors.
  - d. Encourage alignment of workforce development, education and economic development in efforts to engage employer/industry champions and to promote services to individuals with barriers to employment by supporting ongoing dialogue between labor, business, education, community, and the public workforce system for the northern sub-region.
  - e. Support northern Coastal RPU Entity Directors in connecting CWDB members and Technical Assistance (TA) providers with regional partners to assist in implementing opportunities, removing barriers and meeting challenges, including identifying and overcoming policy obstacles.
  - f. Support implementation of the Coastal RPU's Regional Plan and assess/track progress towards achieving indicators of regional coordination and alignment.
  - g. Identify promising practices and successful convening efforts that link policy and practice for the northern sub-region.
  - h. Participate in statewide conference calls and regional convenings with the other Regional Organizers.
  - i. Attend meetings with the CWDB and TA staff, participating in regional convenings and a minimum of two (2) statewide convening(s) per year.
  - j. Identify and share related and relevant state and federal grant projects that should be aligned/coordinated with the regional effort.
  - k. Communicate and participate in meetings with LWDBs and partners to keep them informed about current regional initiatives by sharing challenges, barriers, successes, and lessons learned.
  - l. Work with Regional Training Coordinators, regional coalitions, professional development partners, and the CWDB to build capacity of LWDB staff and partners.

- m. Receive and review regional initiative quarterly reports, ensure reports are shared with LWDB Directors and project leads, and complete and submit reports to the CWDB by the designated due date.
  - n. Report monthly to the Coastal RPU designated fiscal agent. Reports shall include details on the activities of the MCWDB Executive Director or Regional Organizer, including progress on the approved Regional Plan Implementation/Regional Organizer work plan, attached as Exhibit E: Regional Implementation Work Plan.
2. Continue to employ a Regional Training Coordinator (RTC), who will:
- a. Continue to assess, implement, and request modifications/updates to current Coastal RPU Regional Training Plans as deemed necessary by the Coastal RPU's Local Boards.
  - b. Continue soliciting, researching, and conducting logistical coordination to implement the Coastal RPU's Regional Training Plan in coordination with:
    - 1) California Workforce Association for California Training Initiative (CTI) training;
    - 2) Department of Rehabilitation;
    - 3) Employment Development Department (EDD) Capacity Building Unit for EDD Catalog;
    - 4) Employment Development Department Disability Employment and Coordination Unit for Disability Employment Training; and
    - 5) California Workforce Development Board.
  - c. Ensure that training participants complete evaluations and that an evaluation summary or copies of the evaluations are submitted to the training provider and the state-level training partner responsible for conducting the training.
  - d. Recognize and share innovative best practices and strategies for building capacity and improving service delivery to participants, partners, and employers.
  - e. Advise the State on Local Boards' training and technical assistance needs, including learning communities, for specialized topics.
  - f. Participate in a minimum of two (2) statewide meetings per year.
  - g. Participate in RTC Monthly/Bi-Monthly Technical Assistance conference calls.
  - h. Participate in meetings with Local Boards and partners so keep them informed about Regional Training Plans; solicit additional training needs; and share challenges, successes, and lessons learned.
  - i. Research, develop, propose, and maintain a shared process to advertise trainings conducted throughout the Coastal RPU that can be viewed by Local Board leadership, staff, and partners.
  - j. Provide advice to the State on tools that will assist RTCs to measure the effectiveness of the regional/statewide trainings and efforts to implement technical assistance.

B. For the **Slingshot 2.0 Initiative**, MCWDB will:

1. For any regional sector committees and/or councils that SBWDB participates in, coordinate and guide with SBWDB the development of sector strategies, industry-recognized credentials, and apprenticeship programs.
2. For any regional sector committees and/or councils that SBWDB participates in, jointly with SBWDB align policies and funding to promote career pathways and enhance service delivery strategies. These will ensure that individuals with barriers to employment enter and successfully complete regional career pathway programs and attain employment in priority industry sectors that provide income mobility.
3. Collaboratively develop enhanced formal regional agreements and/or governance structures within a Coastal RPU, for the purpose of increasing workforce staff professional development and capacity, incorporating strategies for system alignment, increasing efficiencies, and identifying and reducing duplication through regional cooperation.
4. Report monthly on Slingshot activities for the Coastal Region, including meetings attended and contacts made. Reports shall be submitted to the Fiscal Agent by the 15<sup>th</sup> of the month following the reporting month.

C. For the **P2E Initiative Implementation Direct Services Grant**, MCWDB will:

1. Provide administrative oversight and grant management services.
2. Hire a contractor to provide direct services to twenty-seven (27) low to moderate risk, formerly incarcerated and justice-involved individuals reentering our communities from local jails and state prisons. These services may include:
  - a. Intake and eligibility determination;
  - b. Assessment of skill levels;
  - c. Career exploration;
  - d. Job readiness, including prevocational skills training;
  - e. Occupational skills training;
  - f. Supportive services;
  - g. Career coaching (case management);
  - h. Work experience;
  - i. Job placement; and
  - j. Follow-up services.

D. For the **P2E Initiative Supportive Services Earn and Learn Grant**, MCWDB will:

1. Provide administrative oversight and grant management services.
2. Provide performance management services.
3. Hire a contractor to provide direct services to twenty (20) low to moderate risk, formerly incarcerated and justice-involved individuals reentering our communities from local jails and state prisons. These services may include:
  - a. Intake and eligibility determination;
  - b. Assessment of skill levels;
  - c. Career exploration;

- d. Job readiness, including prevocational skills training;
- e. Occupational skills training;
- f. Supportive services;
- g. Career coaching (case management);
- h. Work experience;
- i. Job placement; and
- j. Follow-up services.

**EXHIBIT A3**  
**Monterey County Workforce Development Board**  
**Regional Fiscal Agent Service Specifications**

The Monterey County Workforce Development Board (MCWDB) will provide Fiscal Agent and administrative services in support of Coastal RPU regional activities, as specified below.

A. As the Fiscal Agent for the **Regional Plan Implementation Initiative**, MCWDB will:

1. Act as Fiscal Agent for funds, including: accepting funds; allocating funds as directed by the Regional Plan or regional agreement; ensuring that all Local Workforce Area (LWA) subrecipients in the Coastal RPU who receive funding agree to report all regional expenditures; and completing fiscal and programmatic reporting.
2. Notify the State of any decision to change the Fiscal Agent for the Coastal RPU and provide evidence of approval by all of the LWDBs in the Coastal RPU.
3. Compile and submit reports of activities, expenditures, status of cash and closeout information by specific dates as prescribed by the State. Maintain fiscal reporting exhibits and initiate regional initiative modification requests.
4. Work with the Regional Organizers (and/or the Executive Directors who are performing Regional Organizer duties) to coordinate Local Board efforts to align regional investments (Regional Organizer, Regional Training Coordinator, Slingshot, Strong Workforce, Adult Education Block Grant and Career Pathways Trust, etc.).
5. Advise the CWDB and State Employment Development Department (EDD) Regional Advisors will be serving participants and whether the regional projects need access to additional CalJOBS<sup>SM</sup> participant codes to enter services to additional populations other than eligible adults (e.g., Dislocated Workers, Veterans, Youth, etc.).
6. Advise the CWDB and EDD Regional Advisors if other entities within the region need access to CalJOBS<sup>SM</sup> participant codes for regional grants.
7. Report expenditures to the CWDB, process Coastal RPU Entity(s) reimbursement requests, and track grant funds and expenditures.
8. Review all invoices and reports received from Coastal RPU Entities, verify compliance with grant requirements and this Agreement, and forward all invoices for reimbursement to the Fiscal Division of the MCWDB for payment.
9. Notify the Regional Training Coordinator and/or EDD Capacity Building Unit if CalJOBS<sup>SM</sup> training is needed for new staff working on regional initiatives.

B. As the Fiscal Agent for the **P2E Initiative Implementation Direct Services and Supportive Services Earn and Learn Grants**, MCWDB will:

1. Provide administrative and performance oversight.
2. Act as Fiscal Agent for funds, including: accepting funds; allocating funds as directed by regional agreement; ensuring that all Local Workforce Area (LWA) subrecipients in the Coastal RPU who receive funding agree to report all regional expenditures; and completing fiscal and programmatic reporting.
3. Compile and submit reports of activities, expenditures, status of cash and closeout information by specific dates as prescribed by the State.

4. Report expenditures to the CWDB, process Coastal RPU Entity(s) reimbursement requests, and track grant funds and expenditures.
5. Review all invoices and reports received from Coastal RPU Entities, verify compliance with grant requirements and this Agreement, and forward all invoices for reimbursement to the Fiscal Division of the MCWDB for payment.



**EXHIBIT B1**  
**REGIONAL PLAN/ORGANIZER AND SLINGSHOT 2.0 IMPLEMENTATION BUDGET**  
**SUMMARY FOR COASTAL RPU**  
 May 5, 2020 – June 30, 2022

Funding Source and Term	Santa Cruz WDB	Monterey WDB	SLO WDB	Santa Barbara WDB	TOTAL
<b>Regional Organizer/RTC</b> <b>Term: 4/1/19 through 6/30/2020</b>					
Staff Salaries		\$65,000			
Regional Training		\$45,000			
Indirect Rate		\$13,000			
Total		\$163,000			\$163,000
<b>Slingshot 2.0</b> <b>Term: 7/1/19 through 6/30/2020</b>					
Staff Salaries	\$5,000		\$16,577	\$5,000	
Staff Travel	\$200	\$200	\$200	\$200	
Consultant Services		\$148,866			
Mics Services- Rent, Printing, Website		\$3,757			
Indirect Rate		\$20,000			
Total	\$5,200	\$172,823	\$16,777	\$5,200	\$200,000

**EXHIBIT B2  
PRISON TO EMPLOYMENT IMPLEMENTATION DIRECT SERVICES BUDGET SUMMARIES  
FOR COASTAL RPU  
May 5, 2020 – June 30, 2022**

**Implementation Direct Services Grant**

Budget Line Item	County				Subtotals
	Monterey	Santa Barbara	San Luis Obispo	Santa Cruz	
# Clients	27	22	12	7	68
<i>Administration</i>	\$ 53,798.00	\$ 11,000.00	\$ -	\$ -	\$ 64,798.00
<i>Testing / Instruction Materials</i>	[\$4,080]	\$ 1,320.00	\$ 660.00	\$ 498.00	\$ 4,080.00
<i>Tuition Payment</i>	[\$50,000]	\$ 15,000.00	\$ 10,000.00	\$ 10,000.00	\$ 50,000.00
<i>Training (OJT / WEX / CM)</i>	[\$379,333]	\$ 121,356.00	\$ 66,936.00	\$ 45,826.00	\$ 379,333.00
<i>Supportive Services</i>	[\$109,193]	\$ 32,390.00	\$ 19,267.00	\$ 11,201.00	\$ 109,193.00
<i>Other Program Services</i>	[\$40,579]	\$ 13,134.00	\$ 5,193.00	\$ 5,373.00	\$ 40,579.00
	\$ 225,031.00	\$ 183,200.00	\$ 102,056.00	\$ 72,898.00	\$ 583,185.00
<b>Total</b>					<b>\$ 647,983.00</b>

**Supportive Services Earn and Learn Grant**

Budget Line Item	County				Subtotals
	Monterey	Santa Barbara	San Luis Obispo	Santa Cruz	
# Clients	20	16	9	6	51
<i>Administration</i>	\$ 38,319.00	\$ 9,580.00	\$ -	\$ -	\$ 47,899.00
<i>Testing / Instruction Materials</i>	[\$2,500]	\$ 800.00	\$ 430.00	\$ 310.00	\$ 2,500.00
<i>Tuition Payment</i>	[\$33,038]	\$ 10,928.00	\$ 6,606.00	\$ 4,404.00	\$ 33,038.00
<i>Training (OJT / WEX / CM)</i>	[\$300,300]	\$ 94,270.00	\$ 52,882.00	\$ 35,342.00	\$ 300,300.00
<i>Supportive Services</i>	[\$83,735]	\$ 33,750.00	\$ 24,050.00	\$ 13,500.00	\$ 83,735.00
<i>Other Program Services</i>	[\$11,520]	\$ 4,510.00	\$ 3,600.00	\$ 2,015.00	\$ 11,520.00
	\$ 168,126.00	\$ 133,648.00	\$ 75,433.00	\$ 53,886.00	\$ 431,093.00
<b>Total</b>					<b>\$ 478,992.00</b>

**EXHIBIT C1**  
**Coastal RPU Agreement**  
 May 5, 2020 – June 30, 2022

## Monthly Invoice

**REGIONAL PLAN/SLINGSHOT 2.0 SERVICES: July 1, 2019 -- June 30, 2020**

**Monterey County Workforce Development Board**

c/o Fiscal Manager  
 1441 Schilling Place - North Building  
 Salinas, CA 93901

Invoice #: 100

Date:

Expenditure for  
 the month of:

**Agency:**

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

Fund Source:

Budget Item	Current Expenditures	YTD Expenditures	Total Budget	Remaining Budget	% Expended
<b>A. Salaries and Fringe Benefits</b>					
Salaries	\$0.00	\$0.00	\$0.00	\$0.00	0%
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>B. Other Operating</b>					
Outreach/Advertising	\$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%
Facilities Rent/Maintenance	\$0.00	\$0.00	\$0.00	\$0.00	0%
Postage	\$0.00	\$0.00	\$0.00	\$0.00	0%
Meeting Room Rent	\$0.00	\$0.00	\$0.00	\$0.00	0%
Staff Development	\$0.00	\$0.00	\$0.00	\$0.00	0%
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	0%
Supplies (Not Testing)	\$0.00	\$0.00	\$0.00	\$0.00	0%
Telephone/Communication	\$0.00	\$0.00	\$0.00	\$0.00	0%
Computer/Technology	\$0.00	\$0.00	\$0.00	\$0.00	0%
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	0%
Other (Specify)	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>C. Direct Participant Costs</b>					
Training	\$0.00	\$0.00	\$0.00	\$0.00	0%
Supportive Services	\$0.00	\$0.00	\$0.00	\$0.00	0%
Other (Specify)	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>TOTAL BUDGET</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0%</b>

Monthly Obligations:	
Monthly Program Income:	
Accrued Expenditures:	

**EXHIBIT C2**  
**Coastal RPU Agreement**  
 May 5, 2020 – June 30, 2022

## Monthly Invoice

**PRISON TO EMPLOYMENT -- IMPLEMENTATION DIRECT SERVICES**

**Monterey County Workforce Development Board**  
 c/o Fiscal Manager  
 1441 Schilling Place - North Building  
 Salinas, CA 93901

Invoice #: 100

Date:

Expenditure for  
 the month of:

**Agency:**

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

Fund Source:

Budget Item	Current Expenditures	YTD Expenditures	Total Budget	Remaining Budget	% Expended
<b>A. Salaries and Fringe Benefits</b>					
Salaries	\$0.00	\$0.00	\$0.00	\$0.00	0%
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>B. Other Operating</b>					
Outreach Activities	\$0.00	\$0.00	\$0.00	\$0.00	0%
Copying/Printing	\$0.00	\$0.00	\$0.00	\$0.00	0%
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	0%
Supplies (Not Testing)	\$0.00	\$0.00	\$0.00	\$0.00	0%
Telephone/Communication	\$0.00	\$0.00	\$0.00	\$0.00	0%
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	0%
Other (Specify)	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>C. Direct Participant Costs</b>					
Testing/Instructional Material	\$0.00	\$0.00	\$0.00	\$0.00	0%
Occupational Skills Training	\$0.00	\$0.00	\$0.00	\$0.00	0%
Training (OJT, WEX)	\$0.00	\$0.00	\$0.00	\$0.00	0%
Supportive Services	\$0.00	\$0.00	\$0.00	\$0.00	0%
Other (Specify)	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>TOTAL BUDGET</b>	\$0.00	\$0.00	\$0.00	\$0.00	0%

Monthly Obligations:	
Monthly Program Income:	
Accrued Expenditures:	

**EXHIBIT C3**  
**Coastal RPU Agreement**  
 May 5, 2020 – June 30, 2022

## Monthly Invoice

---

**PRISON TO EMPLOYMENT -- SUPPORTIVE SERVICES EARN AND LEARN**

---

**Monterey County Workforce Development Board**  
 c/o Fiscal Manager  
 1441 Schilling Place - North Building  
 Salinas, CA 93901

Invoice #: 100

Date:

Expenditure for  
 the month of:

**Agency:**

Name of Agency here

Address of agency here

City, State, Zip code

Fund  
 Source:

Budget Item	Current Expenditures	YTD Expenditures	Total Budget	Remaining Budget	% Expended
<b>A. Salaries and Fringe Benefits</b>					
Salaries	\$0.00	\$0.00	\$0.00	\$0.00	0%
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>B. Other Operating</b>					
Outreach Activities	\$0.00	\$0.00	\$0.00	\$0.00	0%
Copying/Printing	\$0.00	\$0.00	\$0.00	\$0.00	0%
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	0%
Supplies (Not Testing)	\$0.00	\$0.00	\$0.00	\$0.00	0%
Telephone/Communication	\$0.00	\$0.00	\$0.00	\$0.00	0%
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00	0%
Other (Specify)	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>C. Direct Participant Costs</b>					
Testing/Instructional Material	\$0.00	\$0.00	\$0.00	\$0.00	0%
Occupational Skills Training	\$0.00	\$0.00	\$0.00	\$0.00	0%
Training (OJT, WEX)	\$0.00	\$0.00	\$0.00	\$0.00	0%
Supportive Services	\$0.00	\$0.00	\$0.00	\$0.00	0%
Other (Specify)	\$0.00	\$0.00	\$0.00	\$0.00	0%
<b>TOTAL BUDGET</b>	\$0.00	\$0.00	\$0.00	\$0.00	0%

Monthly Obligations:	
Monthly Program Income:	
Accrued Expenditures:	

**EXHIBIT D**  
**Coastal RPU Agreement**  
May 5, 2020 – June 30, 2022

---

**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 the COASTAL RPU ENTITIES.

**1. COMPLIANCE**

In performance of this Agreement, Each COASTAL RPU ENTITY will fully comply with:

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

**2. CERTIFICATIONS / ASSURANCES**

Except as otherwise indicated, the following certifications apply to all COASTAL RPU ENTITIES.

- a. **Corporate Registration:** Each COASTAL RPU ENTITY, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b. **American's Disabilities Act (ADA):** Each COASTAL RPU ENTITY agrees to comply with the American's Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)
- c. **False Claims Act:** Each COASTAL RPU ENTITY, 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. Each COASTAL RPU ENTITY 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 Each COASTAL RPU ENTITY, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the

expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.” (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

- d. **Authority to Bind COASTAL RPU ENTITY:** Each COASTAL RPU ENTITY shall provide to the MCWDB in writing, a list of persons authorized to execute on behalf of Each COASTAL RPU ENTITY: Agreements, modifications to Agreements, invoices or other documents as may be required by the MCWDB.
- e. **Sectarian Activities:** Each COASTAL RPU ENTITY certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- f. **Prior Findings:** Each COASTAL RPU ENTITY, 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.
- g. **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. Each COASTAL RPU ENTITY hereby represents and warrants that it is not so listed.
- h. **Drug-Free Workplace Certification:** By signing this Agreement, Each COASTAL RPU ENTITY hereby certifies under penalty of perjury under the laws of the State of California that Each COASTAL RPU ENTITY 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 COASTAL RPU ENTITY employee who works on this Agreement will:
    - a. Receive a copy of the COASTAL RPU ENTITY’s drug-free policy statement; and
    - b. Agree to abide by the terms of the COASTAL RPU ENTITY’s drug-free policy statement as a condition of employment on the Agreement.
- i. **Debarment and Suspension Certification:** By signing this Agreement, each COASTAL RPU ENTITY hereby certifies under penalty of perjury under the laws of the State of California that it will comply with regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I, and that each COASTAL RPU ENTITY, to the best of its knowledge and belief, certifies that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
  - (2) Have not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. Nor shall any COASTAL RPU ENTITY 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 any COASTAL RPU ENTITY is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.
- j. **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.
- k. **Lobbying Certification:** By signing this AGREEMENT, each COASTAL RPU ENTITY 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 the COASTAL RPU ENTITY, 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) Each COASTAL RPU ENTITY 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.

- l. Priority Hiring Considerations:** If this AGREEMENT includes services in excess of \$200,000, each COASTAL RPU ENTITY 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.
- m. Sweatfree Code of Conduct:** Any COASTAL RPU ENTITY that contracts 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. Each COASTAL RPU ENTITY 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](http://www.dir.ca.gov), and Public Contract Code Section 6108. Each COASTAL RPU ENTITY agrees to cooperate fully in providing reasonable access to its 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 Each COASTAL RPU ENTITY'S compliance with the requirements of the Sweatfree Code of Conduct.
- n. 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.
- o. 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, each COASTAL RPU ENTITY 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. Each COASTAL RPU ENTITY 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 each COASTAL RPU ENTITY'S operation of the WIOA financially assisted program or activity, and to all Agreements that the COASTAL RPU ENTITIES make to carry out the WIOA financially assisted program or activity. Each COASTAL RPU ENTITY understands that the United States has the right to seek judicial enforcement of this assurance.
  - c. Each COASTAL RPU ENTITY 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 each COASTAL RPU ENTITY for the term of this Agreement, as specified in 29 CFR section 38.26(b).
- (2) Each COASTAL RPU ENTITY 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) Each COASTAL RPU ENTITY 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) Each COASTAL RPU ENTITY 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) Each COASTAL RPU ENTITY 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 statutes, regulations and policy. (Reference MCWDB Policy 2018-1 – Nondiscrimination and Equal Opportunity Procedures, accessible at: <http://www.montereycountywib.org/policies/policies/>).

- (6) Each COASTAL RPU ENTITY 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) Each COASTAL RPU ENTITY 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) Each COASTAL RPU ENTITY shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.
- p. **Salary and Bonus Limitations:** In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under the heading "Employment and Training" that are available for expenditure on or after June 15, 2006, including funds expended pursuant to this Agreement, shall be used by a recipient or subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149. This limitation shall not apply to COASTAL RPU ENTITIES providing goods and services as defined in Uniform Guidance 2 CFR Part 200 and the DOL Exceptions 2 CFR Part 2900. Where States are recipients of such funds, States may establish a lower limit for salaries and bonuses of those receiving salaries and bonuses from subrecipients of such funds, taking into account factors including the relative cost-of-living in the States, the compensation levels for programs involved including DOL Employment and Training Administration programs. See Training and Employment Guidance Letter #05-06 for further clarification at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2262](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2262).

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

- q. **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, each COASTAL RPU ENTITY hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
- r. **Air or Water Pollution Violation:** Under State laws, a COASTAL RPU ENTITY 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.

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

### 3. STANDARDS OF CONDUCT

Each COASTAL RPU ENTITY 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 COASTAL RPU ENTITY 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. Each COASTAL RPU ENTITY agrees to conform to the non-discrimination requirements as referenced in WIOA Section 188.
- b. **Conflict of Interest:** An executive or employee of COASTAL RPU ENTITY, 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 any COASTAL RPU ENTITY 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 COASTAL RPU ENTITY 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:** Each COASTAL RPU ENTITY agrees that, as stated in sec. 502 of WIOA, all funds authorized in WIOA and the Wagner-Peyser Act must be expended on only American made equipment and products, as required by the Buy American Act (41 U.S.C. 8301–8305).
- d. **Nepotism:** Each COASTAL RPU ENTITY 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 any COASTAL RPU ENTITY. 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:** Each COASTAL RPU ENTITY must 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 2013-01 – Procurement Standards and policy attachments; <http://www.montereycountywib.org/policies/policies/>).

#### 4. SUBCONTRACTING

- a. Upon approval from the MCWDB, any of the work or services specified in this AGREEMENT which will be performed by other than a COASTAL RPU ENTITY will be evidenced by a written Agreement specifying the terms and conditions of such performance.
- b. Each COASTAL RPU ENTITY 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.
- c. The system for awarding contracts will contain safeguards to insure a COASTAL RPU ENTITY does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

#### 5. 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.

#### 6. 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 any COASTAL RPU ENTITY.
- 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, provided COASTAL RPU ENTITY 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 a COASTAL RPU ENTITY 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.

## **7. FISCAL ACCOUNTABILITY**

- a. Each COASTAL RPU ENTITY 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. Each COASTAL RPU ENTITY 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 a COASTAL RPU ENTITY 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 each COASTAL RPU ENTITY 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 Each COASTAL RPU ENTITY'S approved budget. A COASTAL RPU ENTITY 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 any COASTAL RPU ENTITY 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. A COASTAL RPU ENTITY 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 a COASTAL RPU ENTITY 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. A COASTAL

RPU ENTITY shall not use WOIA funds as security or payment for obligations or as loans for activities of other funded programs.

- g. Each COASTAL RPU ENTITY'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 a COASTAL RPU ENTITY 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 a COASTAL RPU ENTITY shall not request, payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by the COASTAL RPU ENTITY'S employees during the term of this AGREEMENT.
- i. In accordance with the requirements at 2 CFR 200.400(g), a COASTAL RPU ENTITY 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 any COASTAL RPU ENTITY 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 a COASTAL RPU ENTITY to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIOA. When a COASTAL RPU ENTITY 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. Each COASTAL RPU ENTITY 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: <http://www.co.monterey.ca.us/auditor/policies.htm>.

## **8. PAYMENT OF AUTHORIZED EXPENDITURES**

- a. Subject to receipt of funds from the State, the MCWDB agrees to reimburse each COASTAL RPU ENTITY 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 a COASTAL RPU ENTITY'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 the COASTAL RPU ENTITY which support actual delivery of services as outlined in the existing AGREEMENT between the COASTAL RPU ENTITY and the MCWDB. The MCWDB shall be the sole judge of what constitutes adequate supporting documentation.

- b. Each COASTAL RPU ENTITY shall be paid in accordance with the AGREEMENT and budget, not to exceed the maximum amount specified. Any cost incurred by a COASTAL RPU ENTITY over and above the maximum amount obligated by the AGREEMENT and budget shall be at the sole risk and expense of the COASTAL RPU ENTITY.

## 9. PERFORMANCE ACCOUNTABILITY

- a. Each COASTAL RPU ENTITY, 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 each COASTAL RPU ENTITY 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 each COASTAL RPU ENTITY 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. A COASTAL RPU ENTITY shall submit all corrective plans to the MCWDB for written approval. If approved, the COASTAL RPU ENTITY 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 a COASTAL RPU ENTITY to achieve the specified results.

## 10. MAINTENANCE OF EFFORT

Each COASTAL RPU ENTITY shall comply with the following maintenance of effort requirements:

- a. Each COASTAL RPU ENTITY warrants that participant positions funded through this AGREEMENT are in addition to those that would otherwise be financed by the COASTAL RPU ENTITY 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. A COASTAL RPU ENTITY 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. Each COASTAL RPU ENTITY will not hire any person using funds available under WIOA when any other person is on layoff for the same or substantially equivalent job.

## 11. 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 a COASTAL RPU ENTITY have not been expended in accordance with the budget included in the approved COASTAL RPU ENTITY'S plan. This will occur if, after consultation with the COASTAL RPU ENTITY, 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.

## 12. REPORTING

- a. Each COASTAL RPU ENTITY 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 the COASTAL RPU ENTITY by the MCWDB; however, the COASTAL RPU ENTITY will have an opportunity to correct any reporting requirement failures.

## 13. TERMINATION

In the event of early termination of this AGREEMENT, the MCWDB's liability to a COASTAL RPU ENTITY 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:** Either the MCWDB or a COASTAL RPU ENTITY may request a termination, in whole or in part, for convenience. A COASTAL RPU ENTITY will give a ninety (90) calendar day advance notice in writing to the MCWDB. The MCWDB will give a ninety (90) calendar day advance notice in writing to COASTAL RPU ENTITY.

- b. **Termination for Cause:**

- (1) The MCWDB may terminate this Agreement, in whole or in part, if it determines that a COASTAL RPU ENTITY 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 COASTAL RPU ENTITY's breach of this Agreement or in the event of COASTAL RPU ENTITY'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 COASTAL RPU ENTITY.

- i. The MCWDB may, in its sole discretion, afford COASTAL RPU ENTITY the opportunity to take corrective action prior to terminating this Agreement and/or pursuing legal remedies/administrative sanctions.

- (2) The COASTAL RPU ENTITY may terminate this agreement, in whole or in part, when it has determined that another COASTAL RPU ENTITY has substantially violated a specific provision of the WIOA regulations, Uniform Guidance, or implementing State legislation and corrective action has not been taken.

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.

SANTA BARBARA COUNTY  
Raymond L. McDonald, Executive Director  
Santa Barbara County  
Workforce Development Board  
234 Camino del Remedio  
Santa Barbara, CA 93110  
Email: [R.McDonald@sbsocialserv.org](mailto:R.McDonald@sbsocialserv.org)  
(805) 681-4540

MONTEREY COUNTY  
Christopher Donnelly, Executive Director  
Monterey County  
Workforce Development Board  
1441 Schilling Place, North Building  
Salinas, CA 93901  
Email: [DonnellyC@co.monterey.ca.us](mailto:DonnellyC@co.monterey.ca.us)  
(831) 759-6644

#### 14. RECORDS MAINTENANCE & RETENTION

- a. If participants are served under this AGREEMENT, each COASTAL RPU ENTITY will use CalJOBS <https://www.caljobs.ca.gov>, online case management systems as prescribed by the County of Monterey.
- b. Each COASTAL RPU ENTITY 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, each COASTAL RPU ENTITY 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 each COASTAL RPU ENTITY shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this AGREEMENT. Each COASTAL RPU ENTITY 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. Each COASTAL RPU ENTITY'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 a COASTAL RPU ENTITY'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)

## **15. AUDITS**

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

## **16. DISALLOWED COSTS**

- a. Except to the extent that the State determines it will assume liability, each COASTAL RPU ENTITY 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. A COASTAL RPU ENTITY 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 a COASTAL RPU ENTITY fails to refund any disallowed cost within 30 days, the MCWDB may, at its sole discretion, terminate any and all AGREEMENTs with the COASTAL RPU ENTITY effective immediately thereon.

## 17. CONFLICTS

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

## 18. CONFIDENTIALITY REQUIREMENTS

The MCWDB and each COASTAL RPU ENTITY 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 each COASTAL RPU ENTITY 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. Each COASTAL RPU ENTITY must take reasonable measures to safeguard protected PII, as well as any information that the MCWDB designates as sensitive. Each COASTAL RPU ENTITY, including 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 [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7872](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).
- b. Each party shall keep all information that is exchanged between them in the strictest confidence and make sure information available to their respective employees is only on a “need-to-know” basis.
- c. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- d. Each COASTAL RPU ENTITY 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 a COASTAL RPU ENTITY 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, each COASTAL RPU ENTITY 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. Each COASTAL RPU ENTITY 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) 796-6434. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. Each COASTAL RPU ENTITY 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 a COASTAL RPU ENTITY learns of a breach in the security of the system which contains confidential data obtained under this AGREEMENT, then the COASTAL RPU ENTITY must provide notification to individuals pursuant to Civil Code Section 1798.82.
  - g. Each COASTAL RPU ENTITY 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 a COASTAL RPU ENTITY enters into an AGREEMENT with a third-party to provide WIOA services, the MCWDB and the COASTAL RPU ENTITY agree to include these data and security and confidentiality requirements in the AGREEMENT with that third-party. In no event shall said information be disclosed to any individual outside of that third-party's authorized staff, subcontractor(s), service Contractors, or employees.
- m. 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.

**EXHIBIT E**  
**Regional Plan Implementation Work Plan**

<b>Organization</b>	Coastal Region	
<b>Project Name</b>	SlingShot/RPI 2.0	
	<b>Objectives/Activities</b>	<b>Estimated Dates</b>
	<b>Quarter 1</b>	<b>April - June 2019</b>
	New Staff Dynamic Works Workforce Professional Certification (Training)	April 2019
	New Staff WIOA 101 (Training)	April 2019
	Regional Non-Profit is operational	May 2019
	Adult and Dislocated Worker Case Management (Training)	May 2019
	Regional Website: Testing	May 2019
	Regional Website: Final Deployment and Ongoing Support	June 2019
	Develop regional policies	June 2019
	Select administrative functions to be streamlined	June 2019
	CalJOBS Training (Training)	June 2019
	Youth Service Delivery (Training)	June 2019
	<b>Quarter 2</b>	<b>July - Sept 2019</b>
	Labor Market Intelligence (Training)	July 2019
	Procure contract for industry sector analysis and needs assessment.	July 2019
	Convene/contract with local chambers of commerce for needs assessment.	July 2019
	AJCC Partner Performance Training (Training)	August 2019
	Industry sector analysis and business needs contracts in place	September 2019
	Career Pathway Development (Training)	September 2019
	<b>Quarter 3</b>	<b>Oct - Dec 2019</b>
	Time Management and Project Management (Training)	October 2019
	Collobaration and Team Building (Training)	November 2019
	AJCC Customer Flow (Training)	December 2019
	Industry sector report developed	December 2019
	<b>Quarter 4</b>	<b>Jan - March 2020</b>
	Board Training (Training)	January 2020
	Procure contractor for Business Services training(s)	January 2020
	Industry sector report presented and approved by local WDB directors/boards	February 2019
	WIOA Repoarting and Performance (Training)	February 2020
	Regionalism (Training)	March 2020
	Business Services training for key staff	March 2020
	<b>Quarter 5</b>	<b>April - June 2020</b>
	Develop business services/outreach materials	April 2020
	Issue regional policies and practices for business services	May2020
	Business content added to Regional Website	May 2020
	P2E content and resources added to Regional Website	May 2020
	<b>Quarter 6</b>	<b>July - Sept 2020</b>
	Business Services training for key staff	July 2020
	Business Services/employer outreach materials in use across region	July 2020

**EXHIBIT F**  
**Prison to Employment Initiative Work Plan**

Objectives/Activities	Estimated Dates
<b>Quarter 1 (July - Sept 2019)</b>	
Finalization of Contract with CWDB.	July - Aug 2019
Finalization of Local Service Delivery contracts and MOUs.	July - Aug 2019
Service delivery begins in all areas.	Aug - Sept 2019
Quarterly Regional Partner convenings held for information and best practice exchange. Identify partner/AJCC staff training needed.	Sept. 2019
Initiate development of Employer Outreach materials to be used across RPU by all partners.	Sept. 2019
<b>Quarter 2 (Oct - Dec 2019)</b>	
Launch specialized partner/AJCC staff training.	Oct - Nov 2019
Continue enrollment and service delivery to participants	Oct - Dec 2019
Quarterly Regional Partner convenings held for information and best practice exchange. Identify partner/AJCC staff training needed.	Dec. 2019
<b>Quarter 3 (Jan - March 2020)</b>	
RPU Directors assess project progress and consider corrective action if necessary.	Jan. 2020
Continue enrollment and service delivery to participants.	Jan - Mar 2020
Quarterly Regional Partner convenings held for information and best practice exchange. Identify partner/AJCC staff training needed.	Mar. 2020
Potential second round of specialized training for Partners and AJCC staff as determined necessary.	Feb - Mar 2020
<b>Quarter 4 (April - June 2020)</b>	
Continue enrollment and service delivery to participants.	Apr - Jun 2020
Implement best practice improvements as agreed with partners and evaluate effectiveness of data collection/sharing and case management practices. Identify opportunities to improve services via shared practice model.	Apr - Jun 2020
Assess early outcomes of project completers to date and evaluate services needed to reengage participants who dropped and improve job retention for those placed in employment.	May - June 2020
Quarterly Regional Partner convenings held for information and best practice exchange. Identify partner/AJCC staff training needed.	Jun. 2020
<b>Quarter 5 (July - Sept 2020)</b>	
Assess progress on enrollment and expenditure goals with all partners and implement corrective action as needed.	Jul. 2020
Continue enrollment and service delivery to participants.	July - Sept 2020
Review status of completers and assess job retention stats.	Aug. 2020
Quarterly Regional Partner convenings held for information and best practice exchange. Identify partner/AJCC staff training needed.	Sept. 2020
<b>Quarter 6 (Oct - Dec 2020)</b>	
Potential third round of specialized training for Partners and AJCC staff as determined necessary.	Oct. 2020



Assess outcomes of project completers to date and evaluate services needed to reengage participants who dropped and improve job retention for those placed in employment.	Oct. - Dec. 2020
Continue enrollment and service delivery to participants.	Oct. - Dec. 2020
Conduct fiscal and data reviews as deemed necessary.	Dec. 2020
Quarterly Regional Partner convenings held for information and best practice exchange. Identify partner/AJCC staff training needed.	Dec. 2020
<b>Quarter 7 (Jan - March 2021)</b>	
Assess enrollment and expenditure goals, meet with partners as needed to develop corrective action or implement lessons learned.	Jan. 2021
Partner convenings continue to support exchange of information and best practice sharing.	Mar. 2021
Continue enrollment and service delivery to participants and delivery of retention services.	Jan - Mar 2021
Evaluate effectiveness of Employer outreach campaign and adjust messages as needed.	Jan - Mar 2021
<b>Quarter 8 (April - June 2021)</b>	
Assess enrollment and expenditure goals, meet with partners as needed to develop corrective action or implement lessons learned.	Apr. 2021
Partner convenings to support exchange of information and best practice sharing and prepare for grant closeout.	May. 2021
Continue enrollment and service delivery to participants and delivery of retention services.	Apr - Jun 2021
<b>Quarter 9 (Jul - Sept 2021)</b>	
Assess enrollment and expenditure goals, meet with partners as needed to develop corrective action or implement lessons learned.	Jul. 2021
Partner convenings to support exchange of information and best practice sharing and prepare for grant closeout.	Aug. 2021
Continue enrollment and service delivery to participants and delivery of retention services.	Jul - Sept 2021
<b>Quarter 10 (Oct - Dec 2021)</b>	
Assess enrollment and expenditure goals, meet with partners as needed to develop corrective action or implement lessons learned.	Oct. 2021
Partner convenings to support exchange of information and best practice sharing and prepare for grant closeout.	Nov. 2021
Close out participant cases and provide follow-up services	Oct - Dec 2021
<b>Quarter 11 (Jan - Mar 2022)</b>	
Final assessment of enrollments and expenditures. Address any remaining issues with performance.	Jan - Mar 2022
Conduct fiscal and data reviews as needed for closeout.	Jan - Mar 2022
Closeout and submit final reports to State.	Mar. 2022

## EXHIBIT G Prison to Employment Initiative Participant Plans

### PRISON TO EMPLOYMENT – IMPLEMENTATION DIRECT SERVICES GRANT PARTICIPANT PLAN

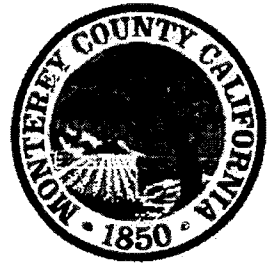
	Q1 Apr - Jun 2019	Q2 Jul - Sep 2019	Q3 Oct - Dec 2019	Q4 Jan - Mar 2020	Q5 Apr - Jun 2020	Q6 Jul - Sep 2020	Q7 Oct - Dec 2020	Q8 Jan - Mar 2021	Q9 Apr - June 2021	Q10 Jul - Sep 2021	Q11 Oct - Dec 2021	Q12 Jan - Mar 2022	Total
1. Participants to be Served	0	5	5	8	8	8	9	9	8	8	0	0	68
2. Enrollment in Training			3	4	5	6	7	4	3				32
3. Completion of Training				2	3	3	4	4	3	3	3		25
4. Attained Industry-Valued Certificate, Credential or Degree				1	2	2	2	8	4	2	2	1	20
5. Placement in Postsecondary Education					1	1	1		1				4
6. Placement in State-Approved Apprenticeship				1				1					2
7. Placement in Industry Sector Employment													2
Industry Type: Retail													42
Industry Type: Manufacturing													13
Industry Type: Agriculture													6
Industry Type : Hospitality and Tourism													5
Industry Type: Construction													15
8. Placement in Temporary/Other Employment													3
9. Retention in Employment													7
													24

### PRISON TO EMPLOYMENT – SUPPORTIVE SERVICES EARN AND LEARN GRANT PARTICIPANT PLAN

	Q1 Apr - Jun 2019	Q2 Jul - Sep 2019	Q3 Oct - Dec 2019	Q4 Jan - Mar 2020	Q5 Apr - Jun 2020	Q6 Jul - Sep 2020	Q7 Oct - Dec 2020	Q8 Jan - Mar 2021	Q9 Apr - June 2021	Q10 Jul - Sep 2021	Q11 Oct - Dec 2021	Q12 Jan - Mar 2022	Total
1. Participants to be Served			7	8	8	8	7	7	6				51
2. Enrollment in Training				3	3	3	3	3					15
3. Completion of Training						2	2	2	1	1			8
4. Attained Industry-Valued Certificate, Credential or Degree						1	1	1			1		3
5. Placement in Postsecondary Education				1		1					1		3
6. Placement in State-Approved Apprenticeship						1							1
7. Placement in Industry Sector Employment													1
Industry Type: Retail		1		0	1	1	1		1				15
Industry Type: Tourism/Hospitality		1	1		1	1	1		1		1		6
Industry Type: Construction		1				1				1			3
Industry Type: (Add more rows if needed)													0
8. Placement in Temporary/Other Employment													5
9. Retention in Employment													14

# MONTEREY COUNTY

## COUNTY COUNSEL - RISK MANAGEMENT



LESLIE J. GIRARD  
COUNTY COUNSEL-RISK MANAGER

168 W. ALISAL STREET 3<sup>RD</sup> FLOOR  
SALINAS, CA 93901-2680  
P: (831) 755-5045  
F: (831) 755-5081  
[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

February 25, 2020

Santa Barbara County  
Attn: Raymond L. McDonald, Executive Director  
Santa Barbara County Workforce Development Board  
234 Camino del Remedio  
Santa Barbara, CA 93110

**RE: County of Monterey, Workforce Development Board – Regional Agreement**

By this letter, I hereby certify that the County of Monterey is lawfully self-insured for purposes of General Liability and Automobile Liability related to County sanctioned activities.

By order of the Board of Supervisors, the County of Monterey maintains a \$1.5 million reserve fund to cover occurrences within a self-insured retention level set by the Board. Above the self-insured retention, the County maintains a primary excess layer through the Princeton Excess & Surplus Lines Insurance Company with a master policy number N1A3RL0000095-05, effective 7/1/2019-7/1/2020.

This policy and its limits are inclusive of EPL, Employment Practice Liability (EPL), Errors and Omissions Liability (E&O), and property damage.

Through a Joint Powers Authority Agreement with other counties, the CSAC Excess Insurance Authority, the County purchases a broad form property policy covering fire, vandalism, extended coverage, business interruption, etc. This coverage is underwritten by Lloyd's of London and various insurers under master policy #EIAPPR-18-21.

The County is self-insured for purposes of Workers' Compensation with statutory limits.

Respectfully,

Karl Picoli  
Sr. Secretary-Confidential  
County of Monterey, Risk Management

c: Elizabeth Kaylor, Workforce Development Board