

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

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

Goodwill Industries of Santa Cruz, Monterey/San Luis Obispo DBA Shoreline Workforce Development Svcs, (hereinafter "CONTRACTOR").

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide core, intensive, training and supportive services to Workforce Investment Act (WIA) Title I eligible adults.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 294,840.

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

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

Exhibit A Scope of Services/Payment Provisions

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

5. **PERFORMANCE STANDARDS.**

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

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

*Approved by County Board of Supervisors on _____.

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

6. PAYMENT CONDITIONS.

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

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

7. TERMINATION.

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

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

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

9.0 INSURANCE.

9.01 Evidence of Coverage:

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

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

9.02 Qualifying Insurers:

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

9.03 Insurance Coverage Requirements:

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

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

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

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

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

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

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

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

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

9.04 Other Insurance Requirements.

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

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

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

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

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

10. RECORDS AND CONFIDENTIALITY.

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

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.
14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Jim Cook, Economic Development Director	John Collins, Senior Vice President
Name and Title	Name and Title
Monterey County Workforce Investment Board (WIB) 168 West Alisal Street, 3rd Floor Salinas, CA 93901	Goodwill Industries of Santa Cruz,/Monterey/SanLuis Obispo DBA Shoreline Workforce Development Services 350 Encinal Street Santa Cruz, CA 95060
Address	Address
(831) 796-5384	(831) 423-8611 x223
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

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

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

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

COUNTY OF MONTEREY

CONTRACTOR

By: Wendy Russell
Purchasing Officer

Date: 6/8/12

By: [Signature]
Department Head (if applicable)

Date: 6/10/2012

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: Ray Reiman
County Counsel

Date: 6/8/12

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 6/8-12

RISK MANAGEMENT

Approved as to ~~COUNTY OF MONTEREY~~ ³

By: [Signature]
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE
Risk Management

Date: 6/8/12

County Board of Supervisors' Agreement Number: _____

Goodwill Industries
Contractor's Business Name*

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

John T. Collins, II, MPH, Senior Vice
Name and Title President

Date: 6/5/12

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

Nicholas Andrews, Director of Finance
Name and Title

Date: 6/5/12

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

¹Approval by County Counsel is required
²Approval by Auditor-Controller is required
³Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

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

Statement of Work

Goodwill Industries of Santa Cruz, Monterey, and San Luis Obispo Counties, a California non-profit corporation (501(c)3), dba Shoreline Workforce Development Services (SWDS) will provide Core, Intensive, Training & Supportive Services to 69 Workforce Investment Act (WIA) Title I eligible adults participants, 36 of whom will participate in On-the-Job Training (OJT) programs or ITA's. Thirty-three (33) participants will receive direct placement services. If necessary, short term pre-vocational services, to include computer skills remediation, will be provided to a minimum of nine (9) direct placement participants.

This program is designed to meet the training and employment needs of all five WIA identified target populations by leveraging existing WIA contracts, developing the capacity of partners, complementing and expanding SWDS Neighborhood Career Centers (NCC's) in Salinas and Marina, providing On The Job Training (OJT) contracts, in-house remedial and specific skills training, and Individual Training Account opportunities (ITA's). SWDS will capitalize on its existing workforce development systems to provide additional resources for job seekers and employers in Monterey County.

SWDS will provide the full array of WIA activities to include Core A (Universal), Core B, Intensive, and Training services in all four geographic regions of the county, focusing upon the West, South, and North areas of the county. SWDS has developed a unique collaborative service model that incorporates an *Anchor & Feeder* system that efficiently and effectively serves employers and job seekers alike.

Anchor Service Centers-These established career centers will provide collaboration and points of contact to recruit target populations and outreach into the communities and provide a full range of services to specific regional areas.

In the North, SWDS will locate staff at the Watsonville Career Center, in collaboration with the Santa Cruz County Workforce Investment Board, to serve participants from North Monterey County who reside in Pajaro and Moss Landing. In the South, the project will cross train One Stop staff in Paso Robles to serve the needs of job seekers who live near the San Luis Obispo County (SLO) border. The program will locate a staff member at the King City County One Stop Center to serve Mid-South County. In the Central region of the county, SWDS will provide WIA services directly out of the Salinas NCC. Significantly, SWDS moved into a larger new facility on N. Main Street in Salinas; the move expands the ability to co-locate partner staff and serve as a central meeting space for contract activities. In the West, SWDS will expand the NCC in Marina. This site will also serve as the central location for remedial and training services.

Feeder Partnerships-Five partners will serve as "feeders" of target populations to the Anchor Service Centers. These partners were strategically selected based on a combination of criteria to include target populations served, geographic locations, the opportunity to leverage resources, and a demonstrated history of working effectively with SWDS.

Specific WIA activities will vary between partners; all partners will provide the Anchor Centers with training or employment ready target population participants. The charts below summarize the *Anchor & Feeder* service model.

Anchor Partnerships (4)

Partner	Geo Location(s)	Population Served	Operating Plan/Svc Type
Santa Cruz County WIB	North Monterey County (Pajaro & Moss Landing)	All Target Populations	Co-locate staff member at the Watsonville Career Center SC WIB-Core A & B; SWDS-Core B, Intensive & Training
Business & Career One-Stop of SLO Co.	South Monterey County	All Target Populations	SWDS SLO-Core A & B; SWDS Monterey Co.-Intensive & Training
Salinas NCC	Central Monterey County	All Target Populations	Core A (Self-Service), Core B, Intensive & Training
Marina NCC	West Monterey County	All Target Populations	Core A (Self-Service), Core B, Intensive & Training

Feeder Partners (5)

Partner	Geo Location(s)	Population Served	Operating Plan/Svc Type
Teen Challenge /Pajaro Rescue Mission	North Monterey County (Pajaro)	All Target Populations	SWDS- Core B-Intensive and Training services
Alliance on Aging (AoA)	All Locations	Veterans & spouses, Disabled, High School Dropouts	AoA-Core A; SWDS- Core B-Intensive and Training services
Vocational Rehabilitation Specialists, Inc (VRS)	All Locations	All Target Populations-WIA Priority Veterans	SWDS- Core B-Intensive and Training services; co-enrollment in Dept. of Veterans Affairs
Turning Point	Central County	Disabled, Homeless, Offenders, High School Dropouts	Cross Referral; Staff development. Participant training services
CalWORKs Employment Services	All Locations	All Target Populations	SWDS-Core B, Intensive & Training; co-enrollment in CalWORKs

Partner Interaction/Referrals-SWDS has developed a customer referral system for use by all feeder partners. A specific SWDS case manager will be assigned as the designated point of contact for individual partners. SWDS will receive referrals from Feeder agency partners electronically via Virtual One Stop/Virtual Career Center (VOS/VCC), e-mail, or in person through the Anchor Service Centers.

Specific WIA and system training will be provided on a quarterly basis during mandatory partner meetings to assure quality control and compliance. In an effort to provide consistent and professional services, all partner staff will be afforded the opportunity to participate in Global Career Development Facilitator Training and specialized digital inclusion training developed by Goodwill International.

It is expected that each case manager will be in contact with their assigned partner on a regular basis (bi-weekly to monthly). Partners will be encouraged to co-locate at Anchor Centers in close proximity to their agency office or facility.

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Eligibility-Through WIA contract administration, the Monterey, SLO and Santa Cruz Counties WIBs have recognized SWDS's ability to complete and provide WIA eligibility verification, assessments, case management and job placement services to hundreds of participants. SWDS's ability to perform these activities and services has been documented in numerous WIA monitoring reports over the past 8 years. SWDS has secured and successfully met outcomes on WIA contracts, TANF/CalWORKs contracts, ARRA and ECF grants, DOL grants.

Consistent with WIA requirements, SWDS will identify and document a candidate's self-sufficiency needs, prior education, basic skill level, work skills and experience, barriers to employment, soft skills or employability skills, career interests and aptitudes. SWDS utilizes the TABE to determine computation and verbal expression skills. SWDS can also use the Prevaluate Internet based testing program as a tool to determine specific technical skill levels. This program evaluates a number of office related skills to include customer service, MS Office, typing speed, and computer administration. This program can also be used to provide interested employers with level of skill information concerning our OJT candidates.

Core A-Self-Service and informational services will be provided through the Salinas and Marina NCC's, as well as the SLO and Santa Cruz One Stops. These services include Labor Market Information (LMI), job leads, job search and placement assistance, information which can be accessed by the job seeker through the use of technology, and orientation to WIA services.

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

Intensive Services-SWDS Intensive Services will include comprehensive and specialized assessments, which may include WorkKeys® Readiness testing, Prevaluate Testing, academic and vocational specific tests; the development of Individual Employment Plans (IEP), career counseling and planning, case management, online short term pre-vocational services (remedial computer skills), supportive services and participant follow up. All these activities will support the direct placement search or the transition into training services.

Training Services-The WIB has acknowledged SWDS as the leader in OJT for employers and job seekers in Monterey County. In the last four contract years, SWDS has met or exceeded contract goals for both the development of OJT contracts, and, most importantly, employment retention. SWDS plans on developing a minimum of 36 OJT's or ITA's for eligible participants, with an emphasis on County identified sector based employment.

Shoreline plans to expend a minimum of 25% of their contract funds on training services per Senate Bill (SB) 734. Ten percent (10%) of the minimum training expenditure requirement may be met by applying leveraged resources used for training services. Leveraged resources may include match funds from employers including the employer paid portion of on-the-job training and customized training, Department of Labor National Emergency Grant funds, Federal Pell Grants and others. Reference the Employment Development Department (EDD) Directive WSD11-9, WIA Training Expenditure Requirements for guidance on the required expenditure level, training services, and list of leveraged resources. (Reference: http://www.edd.ca.gov/Jobs_and_Training/pubs/wsd11-9.pdf)

SWDS will provide free open entry/exit computer application course training to participants; an internal assessment with each participant will determine the length and type of training required using a nationally recognized digital skills assessment instrument. These courses will be taught

on-line using the GFC Learn Free online training site. This approach will increase the number of participants trained, while reducing the overall cost. If necessary, and determined on a case by case basis, additional ITA training opportunities will be provided to eligible participants. Only ETPL approved training that leads to a nationally recognized certificate will be used by SWDS.

A key component of preparing participants for employment will be Essential Employability Skills (Soft Skills) training. These skills will be taught during scheduled workshops.

SWDS's will assign individual case managers by sector specialty. Specific sectors, as determined by the Monterey WIB are: Agriculture; Building Design (Green Jobs); Health Care; Education; Hospitality/Tourism; Creative Technology. SWDS will place 50% of all participants in these industries.

Supportive Services- Based upon the IEP, supportive services will include, but are not limited to, transportation assistance, employment related medical services, appropriate work attire, and training and work related tools and equipment. SWDS will also refer participants to available community resources to receive additional wraparound services, such as alternative housing options/assistance, and financial assistance.

Supportive Service Process

1. The job specialist will assess the candidate's potential barriers to employment and the need for Supportive Services.
2. The job placement specialist will provide the program manager with a formal request for Supportive Services (mileage reimbursement forms, written estimates, etc.).
3. After review, the program manager will provide the specialist with a purchase order (PO) number, or submit a check request form to Goodwill's finance office, outlining the approved expenses. (A PO is approved by the Program Manager, the Senior VP of Workforce Development Services, and the President of Goodwill.) SWDS has established accounts with two local vendors. All specialists are directed to purchase Supportive Service items, utilizing the PO system, from these vendors. Payment for Supportive Services is administered by Goodwill's finance office.
4. Upon the purchase and delivery of Supportive Service items, the participant signs all receipts and related documents, such as a check stub, verifying delivery of the Supportive Service. Copies are maintained in the participant's file and with the program manager.

In special circumstances, SWDS will provide Supportive Services beyond the normal scope of established protocol (such as car repair). Two estimates for services must be provided for review prior to approval. Whenever possible, the program manager will utilize the PO system to procure services. If necessary, a check request will be processed for the selected provider of services. As customary, signed participant receipts are maintained by the program manager, the finance department, and the job placement specialist.

ADA Accessibility- SWDS has been advocating for and providing employment services to people with disabilities for more than 100 years. A written comprehensive accessibility plan has been completed by the organizations accessibility coordinator. WIB staff has completed accessibility review as part of the overall program monitoring.

Referral System for Individuals Not Eligible for WIA Adult Services-When SWDS works with an individual whom is not WIA eligible, that participant will be referred to an appropriate agency for needed assistance. Typically, a staff member will directly contact and, if required, complete a referral form to another program that best fits the individual's service needs. Follow up contact will be maintained with the parties to assure the participant receives appropriate services.

VOS/Case Management- SWDS has experience and will use the VOS case management system. Established case management practices will be conformed to when working with participants. On a bi-weekly basis, SWDS staff members will be advised of performance goals and individual contribution towards these goals. The program manager will maintain an ongoing internal record of program progress, which is reviewed with staff members as appropriate and as needed. These records supplement the VOS data base system. All staff members have and/or will be trained in the use of VOS and WIA case management practices. Individual case files will be maintained consistent with both WIA requirements and CARF, a National Accreditation Commission, and Career Development Facilitator (CDF) case management principles. Partner staff will be trained in WIA requirements and principles as an agenda item during scheduled quarterly meetings; for the long term health and effectiveness of the system SWDS is committed to the professional development of partner agencies.

Internal Monitoring Arrangements, including Frequency and Check Points- SWDS will provide monitoring of partners and services. SWDS will host quarterly mandated partner meetings for continuing WIA training, program performance, and to address emerging issues. SWDS will also assign a single point of contact for each partner and will hold bi-weekly to monthly check-in contact to monitor the referral and services flow. External audits are performed on an annual basis by outside auditors who are rotated every three years to ensure that cases of familiarity and compliancy are reduced.

SWDS will also attend on a regular basis (bi-weekly or monthly), One-Stop operator and partner meetings hosted by the WIB to discuss updates on policies and directives, Virtual One Stop (VOS) system changes, potential opportunities, grant updates, best practices, etc.

Staff assignments will be coordinated by a case manager responsible for the oversight of Core A services. This staff person will also oversee the initial assessment and determination of need for all participants entering into the system though an Anchor Service Center.

Frequency of Follow-up- SWDS will follow both WIA and CARF required internal policies when completing follow-up activities. While in active services, participants will meet and/or be contacted weekly to bi-weekly; partner staff will be actively involved in the development and implementation of participant Individual Employment Training Plans (IEP). Participants will be contacted every two weeks during the exit quarter. During the follow up phase, participants will be contacted quarterly to comply with contract requirements and to assure successful retention.

Outreach Strategies- SWDS is committed to a variety of outreach and advertising activities such as social media and web based services, TV and radio marketing, as part of the overall SWDS outreach strategy. SWDS uses the NCC's and partners to recruit job seekers and employers. Staff engages employers through direct contact and has established a comprehensive network of job sites to place job seekers into competitive employment. SWDS has developed an internal database of employers who consistently employ target populations. Partner agencies will be integrated into the overall *Anchor and Feeder* outreach strategy.

Target Groups- SWDS will serve all (100%) of the target populations, providing Training or Intensive services to a minimum of 69 participants. All partner roles have been outlined in partner descriptions and discussed in the Program Design Narrative.

Target Populations	Target Enrollments
Veterans and Eligible Spouses	13 19%
Disabled	10 19%
Homeless	13 19%
Offenders	9 13%
High School Dropouts	27 39%

Geographic Goals-All geographic percentage goals will be met as outlined in the chart below.

Geographic Region	Target Goal	SWDS Goal	Minimum Goal
North County	11%	20%	10%
South County	18%	20%	10%
West County	16%	25%	10%
Central County	55%	35%	10%

Quarterly Performance and Enrollment Goals - Enrollment and exit goals have been planned to meet, and/or exceed, RFP guidelines. SWDS will exit a minimum total of 69 participants by the end of the end of the fourth quarter. SWDS does not plan on carrying over Intensive and/or Training Service participants into P/Y 2013-14. The plan calls for 71% of exited participants to enter into employment. The overall retention rate is planned to reach 75%. At the conclusion of the contract year, SWDS plans an earned average hourly wage for placed participants of \$10.25. SWDS estimates earnings on average per participant of \$10,600 over a six month period (two quarters). These projections meet the common measure goals.

Workkeys® Assessments and Worldwide Interactive Network (WIN) Training

1. **WorkKeys® Assessment Process:** SWDS will follow the current LWIA OJT policy, providing the WorkKeys® Readiness Indicator testing prior to the start of training. Following completion of training, SWDS will contact the participant and direct the participant to local testing sites to take advantage of the full WorkKeys® assessment.

Those who master these assessments will be eligible to receive a Career Readiness Certificate administered through the Central Coast Career Readiness Consortium lead by the Monterey County Business Council (MCBC). SWDS will work with the Office of Employment Training (OET) or Central Coast Career Readiness Consortium to develop a cooperative agreement to access their WorkKeys® assessment sites for participant convenience.

2. **Authorized WorkKeys® Locations:** SWDS will dedicate a minimum of one computer with Internet access for the use of OJT participants to access WorkKeys® Readiness Indicator examination. As noted, following completion of training, the participant will be given the opportunity to take the full assessment. SWDS will work with OET or Central Coast Career Readiness Consortium to proctor WorkKeys® assessments. WorkKeys® assessments may also be provided by appointment through other partners of the Central Coast Career Readiness Consortium by contacting Samantha Harrison at SHarrison@mcbc.biz.

3. **Authorized WIN Training Locations:** The Office for Employment Training (OET) has contracted with WIN to provide remediation training to individuals wishing to upgrade their skills. WIN is available at no costs to the customer. SWDS will refer participants to OET for WIN self-paced remediation training as suitable. WIN remedial training may also be provided by appointment through other partners of the Central Coast Career Readiness Consortium by contacting Samantha Harrison at SHarrison@mcbc.biz.
4. **WorkKeys® Test Results:** To ensure customer confidentiality, SWDS will discuss WorkKeys® test results with the participant only to determine if they have reached their desired score.
5. **Fees:** The cost for WorkKeys® Readiness Indicator assessments is built into SWDS budget as an in-kind contribution.
6. **Disbursement of Career Readiness Certificates:** Certificates will be sent from ACT to MCBC once a week. MCBC in turn, will sign and distribute the certificates to Turning Point to issue to the recipient(s).
7. **Reporting to the WIB:** SWDS will provide WorkKeys® assessment performance updates to the WIB's Oversight Committee and other subcommittees of the WIB, as requested.

Administrative Procedures- SWDS has established standard operating policies and procedures (SOP) for administering WIA programs: determining eligibility verification, developing IEPs, case management and job placement activities, accessibility and fiscal controls. SWDS also has established practices working with individuals, community and partners. SWDS has written procedures for working with individuals which includes orientations to WIA and SWDS programs and services, right of persons receiving services, and grievance appeals procedures including an independent third party (EthicsPoints) reporting system. SWDS programs withstand monitoring and have a demonstrated history of WIA compliance while meeting reporting outcomes. SWDS has a demonstrated capacity and capability history in administering WIA programs.

Payment Provisions- SWDS will be paid on a cost reimbursement basis within the limits of the approved line item budget on Exhibit B.

Key Personnel- Fiscal and program oversight will be provided by the Senior Vice-President of Workforce Development, the onsite program manager, and the SWDS Fiscal Manager

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

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

Organizational Capability and Capacity- Providing vocational services on the Central Coast since 1928, SWDS brings to this project experience successfully working with the employer community on a regional basis, knowledge of the WIA system, and a demonstrated record of

collaborating with both community based organizations and county providers of WIA services to meet service goals. In the last fiscal year, SWDS served over 10,000 participants in the tri-county service area.

Lead Agency Experience- In Monterey County, SWDS is contracted with the WIB to provide Title I Adult OJT Program services; this contract has successfully been held since 2002. SWDS is contracted with the Santa Cruz County WIB to provide OJT placement services to low income and dislocated worker populations and runs the sole WIB recognized satellite One Stop Center in Santa Cruz. Since 2009, SWDS has served as the contracted WIA One Stop provider for San Luis Obispo County. Three One Stop Centers are currently operated in San Luis Obispo, Grover Beach, and Paso Robles. SWDS is an ETPL approved training provider in both Monterey and Santa Cruz Counties.

Capacity to Manage State/Federal Grants- SWDS has more than thirty years of experience administering federal contracts dating back to the Federal Comprehensive Employment and Training Act (CETA). In the last two years, SWDS has successfully managed multiple state and federal contracts to include the TANF/ECF Subsidized Employment Training Program, WIA Comprehensive One Stop system-SLO, the DOL NEG, DOLETA Virtual Career Exploration grant, CalWORKs Welfare to Work programs, and Monterey County and Santa Cruz County OJT contracts. Additionally, SWDS successfully administered ARRA programs in all three counties. These contracts totaled more than 10 million dollars.

External audits are performed on an annual basis by outside auditors who are rotated every three years to ensure that cases of familiarity and compliancy are reduced. All federal funding when required has an Office of Management & Budget (OMB) Single Audit performed per the OMB 133 Circular requirements. To date, Goodwill Industries of Santa Cruz, Monterey and San Luis Obispo prides itself in having received no exceptions reported in these audits. SWDS values best practices and is at the fore front in obtaining CARF accreditation for its One Stop services. SWDS is one of eight nationally recognized accredited One Stops.

WIA Participant Exit Strategy/Common Performance Measures- SWDS will develop a WIA participant exit strategy to successfully achieve the Common Performance Measure outcomes for adult programs. Specific definitions of the Common Performance Measures are defined in the Training and Employment Guidance Letter (TEGL) 17-05, dated Feb. 17, 2006. The Department of Labor (DOL) Common Performance Measures described in the TEGL 17-05 reflect the agreed upon measures for the federal employment and training programs, including programs administered by DOL and the Department of Education.

Prior to the exit of all WIA adult participants, SWDS will consider the following:

- a. Determine if the participant needs additional "planned services", prior to exit.
- b. Consider the effect the exit will have on Monterey County's overall Common Performance Measure outcomes including: Entered Employment, Employment Retention and Average Earnings.
- c. Develop a post exit strategy to increase retention

The following Adult Common Measures include both Adult and Dislocated Worker participants:

a. Entered Employment

Number of adult participants who are employed in the first quarter after exit quarter
Number of adult participants who exit during the quarter

b. Employment Retention

Number of adult participants who are employed in both the second and third quarters after exit quarter

Number of adult participants who exit during the quarter

c. Average Earnings

Total earnings in the second plus total earnings in the third quarters after the exit quarter

Number of adult participants who exit during the quarter



EXHIBIT B
LINE ITEM BUDGET
2012-13

MONTEREY COUNTY
WORKFORCE INVESTMENT BOARD

AGENCY: Shoreline Workforce Development Services
ADULT SUBCONTRACT

Effective Date: July 1, 2012

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

ITEMIZED BUDGET CATEGORIES

	a200.0.15 CORE SERVICE	a200.0.04 INTENSIVE	TOTAL BUDGET	Quarterly Plan			
				9/30/12	12/31/12	3/31/13	
8500 STAFF SALARIES AND BENEFITS	\$ 100,131	\$ 122,383	\$ 222,514.00	\$ 55,628.50	\$ 111,257.00	\$ 166,885.50	\$ 222,514.00
8500 SERVICES AND SUPPLIES							
8500 Building Rent	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Building Maintenance and Repair	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Janitorial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Postage and Shipping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Computers/Hardware/Peripherals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Equipment Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Equipment Lease/Rental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Communications/Internet	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Insurance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Employee Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Employee Training	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Outreach/Printing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 Other Professional Services-Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8500 TOTAL SERVICES AND SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CENTRAL OPERATING EXPENSE (INDIRECT)							
PROFIT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Core Budget	\$ 100,131	\$ 122,383	\$ 222,514.00	\$ 55,628.50	\$ 111,257.00	\$ 166,885.50	\$ 222,514.00
Total Intensive Budget		\$ 122,383					
TOTAL SUPPORTIVE SERVICES		\$ 161 per participant	\$ 11,126.00	\$ 2,781.50	\$ 5,563.00	\$ 8,344.50	\$ 11,126.00
TOTAL CONTRACT BUDGET			\$ 233,640.00	\$ 58,410.00	\$ 116,820.00	\$ 175,230.00	\$ 233,640.00

TRAINING POOLED SET-ASIDE	\$ 1700 per OJT		\$ 61,200.00	\$ 15,300.00	\$ 30,600.00	\$ 45,900.00	\$ 61,200.00
TOTAL CONTRACT BUDGET OBLIGATION			\$ 294,840.00	\$ 73,710.00	\$ 147,420.00	\$ 221,130.00	\$ 294,840.00
SB734 Leverage/OJT Employer Contribution			\$ 12,510.00	\$ 3,127.50	\$ 6,255.00	\$ 9,382.50	\$ 12,510.00

EXHIBIT C
MONTHLY PERFORMANCE AND ENROLLMENT GOALS
2012-13

Adult Program Operating Plan												
Cumulative Monthly Performance and Enrollment Goals												
Service Provider: Shoreline Workforce Development Services	MONTH ENDING											
	7/31/2012	8/31/2012	9/30/2012	10/31/2012	11/30/2012	12/31/2012	1/31/2013	2/28/2013	3/31/2013	4/30/2013	5/31/2013	6/30/2013
I. Total Enrollment in Core WIA Services	5	15	23	34	44	46	55	60	64	68	69	69
II. Total Enrollment in Intensive WIA Services (Sum of II.A.+II.B)	8	18	26	37	47	49	58	63	67	71	72	72
A. New Enrollments in Intensive Services	5	15	23	34	44	46	55	60	64	68	69	69
B. Enrollments Carried in from Prior Contract Year	3	3	3	3	3	3	3	3	3	3	3	3
C. Program Elements Intensive Services												
1) Case Management for Participants	8	6	13	16	23	33	38	45	55	60	69	69
2) Comprehensive Assessment	3	6	13	16	23	33	38	45	55	60	69	69
3) Development of Individual Employment Plan	3	6	13	16	23	33	38	45	55	60	69	69
4) Group Counseling	0	0	0	0	5	7	9	10	14	16	16	16
5) Work/Entry Employment Experience												
6) Individual Counseling and Career Planning	5	6	13	16	23	33	38	45	55	60	65	69
7) Short Term Pre-Vocational Services	0	0	0	1	2	3	4	5	6	7	8	9
8) Internships (Private Sector Work Experience)												
D. Total Enrollment in On-the-Job Training (OJT) or ITA's	4	7	10	13	15	23	29	34	37	37	37	37
1) New Enrollments	3	6	9	12	14	22	28	33	36	36	36	36
2) Enrollments Carried in from Prior Contract Year	1	1	1	1	1	1	1	1	1	1	1	1
III. Total Exits (Sum of III.A.+III.B)	3	3	6	8	10	20	31	38	41	50	60	72
A. Entered Unsubsidized Employment of Total Exits (67%)	3	3	6	8	10	17	25	30	31	35	40	49
1) Entered Unsubsidized Employment Following Training (67%)	3	3	6	8	10	17	25	30	31	35	40	49
B. All Other Exits	0	0	0	0	0	3	6	8	10	15	20	23
IV. Total Current Enrollment (II - III)	5	15	20	29	37	29	27	25	26	21	9	0
2013-2014 Carry Over	0	0	0	0	0	0	0	0	0	0	0	0

EXHIBIT D

OTHER TERMS AND CONDITIONS

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

5. ADDITIONAL PERFORMANCE STANDARDS

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

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

6. PAYMENT/REIMBURSEMENTS/ADJUSTMENTS CONDITIONS-Additional Provisions

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

6.04. PAYMENT ADJUSTMENTS: If any funds are expended by the CONTRACTOR in violation of the terms of this Contract (including all applicable statutes, regulations, guidelines, WIB Bulletins), the County may deduct the amount of such unauthorized or illegal expenditures from payments otherwise payable to CONTRACTOR in order to recover any amount expended for unauthorized purposes in the current or immediate preceding fiscal year. No such action taken by County shall entitle the CONTRACTOR to reduce program operations or salaries, wages, fringe benefits, or services for any program participant. Any such reduction in expenditures may be deemed sufficient cause for termination of this Contract. Within thirty (30) days of request by County, CONTRACTOR shall reimburse County for any payments made for expenditures, which are in violation of this Contract.

6.05. PAYMENT OF AUTHORIZED EXPENDITURES: Subject to receipt of funds from State, County agrees to reimburse CONTRACTOR for expenditures authorized in the program budget. Financial reports and invoices are due to the fiscal department of the Office for Employment Training (OET) by the 15th working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the WIB. OET shall pay the certified invoice within 30 days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by the CONTRACTOR which support actual delivery of services as outlined in the existing contract between the subagent and the LWIA. The LWIA shall be the sole judge of what constitutes adequate supporting documentation.

6.06. FISCAL RESPONSIBILITIES

6.06.01. No cost shall be allowed under this Contract which is not specifically identified in CONTRACTOR approved budget or schedule of payment. CONTRACTOR shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by authorized WIB staff (applicable to cost reimbursement contracts only). Invoices for reimbursement submitted by CONTRACTOR that include designated total line item expenditures above the total budget for that designated line item will not be paid until the cost overrun is reconciled. Budget line items noted in *italics* are not subject to reconciliation if variance occurs except the total budget for the *italicized* category. All limitations on expenditures specified in Federal and State fiscal requirements shall apply to this Contract.

6.06.02. CONTRACTOR shall not charge nor receive compensation under this Contract for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this Contract. In addition, payment may not be received by CONTRACTOR from any other source for said services or expenses. Moreover, funds shall not be allowed for cost incurred before or after the effective dates of this Contract. Funds shall not be based as security or payment for obligations nor as loans for activities of other funded programs.

6.06.03. CONTRACTOR shall have adequate administrative and accounting controls, personnel standards, evaluation procedures and other policies to promote the program's effective use of funds provided under this Contract.

6.06.04. CONTRACTOR shall submit to the WIB all required reports on a timely basis as delineated by the WIB. Original OJT contracts (copies will not be accepted) must be submitted to the WIB no later than 3 days after the contract start date. Participant enrollment data not on file with the WIB at the time of OJT contract submittal will result in a negative evaluation. All such evaluations will be provided to the WIB as part of their Oversight and Evaluation responsibilities.

6.06.05. CONTRACTOR must submit to the WIB deobligations for OJT contracts ending prior to the scheduled contract end date. These deobligations must be submitted no later than 15 working days following the OJT contract earlier ending date.



6.07. Notwithstanding any other provisions of this Contract, County may elect not to make a particular payment on account of this Contract if:

- (a) MISREPRESENTATION: CONTRACTOR, with or without knowledge, shall have made any misrepresentation of a substantial and material nature with respect to any information furnished to County.
- (b) LITIGATION: There is then pending litigation with respect to the performance by CONTRACTOR of any of its duties or obligations hereunder which may jeopardize or adversely affect carrying out the project, including any court action or proceeding involving the Federal Bankruptcy Act.
- (c) DEFAULT: CONTRACTOR is in default under any provision of this Contract.

6.07. PROGRAM INCOME/UNEXPENDED FUNDS.

6.08.01. Public or private non-profit CONTRACTOR revenues received in excess of costs (which have been properly earned) and which are received in addition to payments made by County to CONTRACTOR are to be treated as program income. Accordingly, these funds may be retained by the service provider to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of W.I.A. When CONTRACTOR ultimately discontinues the provision of all W.I.A. training and/or services described in this Contract, program income remaining shall be returned to the County.

6.08.02. Return of Unexpended Funds. CONTRACTOR agrees that either upon completion or termination of this Contract, any unexpended and/or unauthorized funds received shall be promptly returned to County.

6.09. DISALLOWED COSTS: The CONTRACTOR has full responsibility to ensure the proper expenditure of W.I.A. funds paid to it under its Contract with County. Any funds expended by CONTRACTOR under a Contract from the County, which are later determined not to have been allowable, must be immediately refunded to the County.

6.09.01. CONTRACTOR shall be notified of all final determinations made by the LWIA regarding audit reports, independent monitoring reports, and LWIA administrative findings by a final determination letter.

6.09.02. CONTRACTOR may appeal or seek a legal determination with regard to any such disallowance. During the pending of any such appeal or legal action, CONTRACTOR must deposit funds in the total amount disallowed in an interest bearing escrow account or provide the County with acceptable security for such funds. At the conclusion of the appeal, the interest earned shall be divided proportionately with the deposited funds according to the ruling on the deposited funds.

6.09.03. If CONTRACTOR fails to refund any disallowed cost and further fails to place the funds in an escrow account or to provide adequate security therefore within 30 days, County may, at its sole discretion, terminate any and all Contracts with CONTRACTOR effective immediately thereon.

6.10. STAFF SALARY LIMITATIONS

6.10.01. Personnel whose time is charged to the Program Budget under this Contract or subcontract shall be paid on a pro-rata basis commensurate with the percentage of time devoted to the program. Personnel costs

including salary shall be reasonable. Employees of CONTRACTOR shall be compensated under this Contract only for work performed under the terms of this Contract.

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

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

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

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

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

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

7. ADDITIONAL TERMINATION CONDITIONS

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

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

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

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

10. RECORDS AND CONFIDENTIALITY – Additional Provisions

10.04.01. The expenditure of W.I.A. funds is subject to independent audit under the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996. CONTRACTOR must furnish the Monterey County Office for Employment Training (OET) with an audit report within thirty (30) days of the completion of the audit but not more than nine (9) months after the end of the audit period.

10.04.02. Audit requirements are stipulated by the Office of Management and Budget (OMB) Circular A-133.

10.04.02.01. As a condition of receiving W.I.A. funds, the independent auditor or monitor of the LWIA, the Employment Development Department (EDD) auditors, investigators, monitors, and their representatives, shall at all times during the period that the grant is in force and for a period of four years thereafter, have access to all related records and financial statements and to individuals with knowledge of the records and financial statements as may be necessary to ensure compliance to the W.I.A. law, regulations, and directives.

10.04.02.02. Each LWIA will conduct and ensure that their subrecipients, expending a combined total of \$300,000 or more in federal funds in fiscal years ending on or before December 31, 2003, or \$500,000 or more of federal funds in fiscal years ending after December 31, 2003, conducts an audit in accordance with Section 184 of W.I.A., Title 20 CFR Section 667.200, Title 29 CFR Part 95 or 97 (as applicable), and Title 31 USC Chapter 75.

10.04.02.03. All documents, records, work papers, etc. associated with the audit shall be retained for a minimum of three (3) years after the issuance of the audit report. If, prior to the expiration of the three year time period, any audit resolution, litigation, or claim is instituted involving the grant covered by the records, the CONTRACTOR shall retain the documentation beyond the period until the audit findings, litigation, or claim has been finally resolved and written notification is received from the Director of the Employment Development Department regarding destruction.

10.04.03. Board Minutes. CONTRACTOR shall have available for W.I.A. review copies to all Board or Council minutes in which the W.I.A. program is discussed.

10.04.04. Public Statements/Press Releases. Prior to release, CONTRACTOR shall submit any press release or statement to the public related to this Contract to WIB for review and approval.

10.04.05. CONTRACTOR shall submit to County all required reports on a timely basis as delineated by County. CONTRACTOR shall submit written monthly status reports covering such items as progress of work being performed, milestones attained, resources expended, problems encountered and corrective action taken or other reports determined to be necessary by the WIB. These reports are due to the WIB by the 15th working day of each month. CONTRACTOR also shall submit on a timely basis all required contract supplemental documents.

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

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

- 11.01. CONTRACTOR will take affirmative action to ensure that applicants and employees are treated during employment or services without regard to their race, color, religion, sex, citizenship, national origin, handicap, age, political affiliation or beliefs. Such action shall include, but not be limited to, the following:
- 11.02. Recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, demotion or transfer, job assignments, working conditions, hiring, training, and selection for training including apprenticeship, and all terms and conditions of employment.
- 11.03. CONTRACTOR will comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations, 41 CFR 60, 29 CFR 97.36 (i) (1-13), 29 CFR 37.20 (a) (1), and other pertinent Federal, State and local Equal Employment Opportunity and Affirmative Action regulations, guidelines and policies pertaining to W.I.A. participants and CONTRACTOR staff.
- 11.04. CONTRACTOR will be governed by W.I.A. procedures relating to complaints alleging violations of the Act, regulations, grant, other Contracts under the Act including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the W.I.A. Complaint Procedures including notification of their right to file a complaint and instructions on how to do so. Complaint Procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.
- 11.05. PERSONNEL PROCEDURES: CONTRACTOR shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee-management relations.

13. **ADDITIONAL INDEPENDENT CONTRACTOR CONDITIONS**

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

14. **ADDITIONAL NOTICE CONDITIONS**

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

15. **ADDITIONAL GENERAL REQUIREMENTS**

15.01.01. Conflict of Interest. CONTRACTOR shall not pay compensation in any form to a person employed by County within the preceding two years, if such person in any way participated in any action or decision which affected the economic interest of CONTRACTOR or the action or decision was one which affected the CONTRACTOR's interest as a member of the public or a significant segment of the public, or as a member of an industry, profession or occupation to no greater extent than any other member of the public, industry, profession or occupation.

15.02.01. Amendment to Contract. This Contract contains the full and complete understanding between the parties subject to any applicable laws, rules, and regulations. County may issue administrative directives and/or unilateral Contract amendments concerning interpretations of federal rules and regulations, directives received from State and/or requests from the Board of Supervisors that may require changes in

procedures by CONTRACTOR. CONTRACTOR shall be deemed responsible for complying with such administrative directives and/or amendments only after being formally notified in writing of the appropriate action necessary. CONTRACTOR may initiate requests for Contract amendments, including budget line-item amendments, only once per fiscal quarter. All requests for Contract amendment must provide a detailed justification for such an amendment.

- 15.13.01. Civil Code Section 1654. It is agreed and understood by the parties hereto that this Contract has been arrived at through negotiation and that neither party is to be deemed the party which prepared this Contract within the meaning of Civil Code Section 1654.
- 15.15.01. Authority to Bind Contractor. Prior to the execution of this Contract, CONTRACTOR shall furnish County in writing, a list of persons authorized to execute on behalf of CONTRACTOR: Contracts, modifications to Contracts, invoices or other documents as may be required by County. The above list should include signatures of all authorized individuals and be certified by CONTRACTOR governing body. In the event authority is delegated to a position (e.g., President, Vice President, Treasurer), rather than to an individual, the list of positions so authorized shall be furnished including signatures of present position holders.
- 15.18. CONTRACTOR will assure that all customers first register through the Virtual One Stop Case Management System: <http://www.onestopmonterey.org/>
- 15.19. CONTRACTOR will assure that customers utilize the Virtual One Stop Case Management System for the provision of core services.
- 15.20. Customer follow-up services must be performed no later than 30 days and 90 days after services are rendered.
- 15.21. Customers accessing OJT or Classroom Training funds administered by the WIB must first receive at least one Core Service and Intensive Service and must meet one of the following WIB established priorities:
- 15.21.01. Those who are most able to benefit and whose services will result in the biggest return on investment. This included individuals who are currently receiving some kind of public assistance, including, but not limited to cash aid and unemployment insurance.
- 15.21.02. Those who are currently underemployed, as defined by working part or full time, but unable to earn self-sufficiency wages.
- 15.22. Customers shall not be liable for outstanding charges as a result of registration or enrollment in a training program or training activity provided under this Contract.
- 15.23. County Contract Administrator. The Executive Director of the Workforce Investment Board or his designee is authorized and directed, for and on behalf of County, to administer this Contract and all related matters in connection herewith and his or her decision shall be final.
- 15.24. Referrals from Fee Service Agencies. CONTRACTOR shall not accept referrals for participant positions funded under this Contract from any agency which charges a fee to either the individual being referred or the employing agency for the services rendered. Charges incurred in violation of this clause shall be the sole responsibility of the CONTRACTOR, and shall not be charged to either this Contract or the participant employee under this agreement.
- 15.25. Property. Title to non-expendable property with a unit value in excess of \$1,000.00 acquired with program funds and with a life expectancy of one year or more in accordance with approved budgets, vests in the County subject to

use for program purposes by the CONTRACTOR during the term of the use, accountability, maintenance, protection and preservation of such property insurance to cover the loss or theft of said equipment is due at WIB within 30 days of execution of this Contract. Upon completion of program, all such property shall be transferred to the possession of the County in accordance with the instruction of County.

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT E

GENERAL ASSURANCES AND CERTIFICATIONS WORKFORCE INVESTMENT ACT (WIA)

GENERAL ASSURANCES

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

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

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

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

EXHIBIT F

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

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

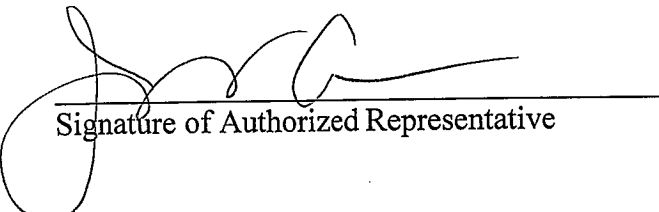
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to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

John T. Collins, II, MPH

Applicant (Name of Authorized Representative)

Senior Vice President

Title of Authorized Representative


Signature of Authorized Representative

6/5/12
Date

EXHIBIT G

DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME: **Shoreline Workforce Development Services**

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

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

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

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

CERTIFICATION

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

OFFICIAL'S NAME: (print)

John T. Collins, II, MPH

OFFICIAL'S TITLE:

Senior Vice President

DATE EXECUTED:

6/5/12

EXECUTED IN THE COUNTY OF MONTEREY

CONTRACTOR SIGNATURE:

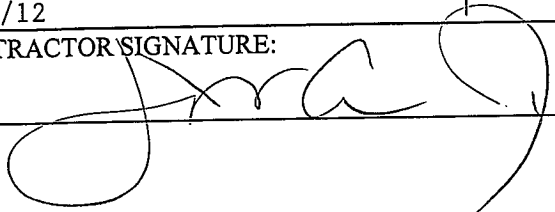


EXHIBIT H

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

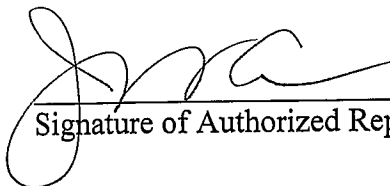
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510.

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

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

John T. Collins, II, MPH
Applicant (Name of Authorized Representative)

Senior Vice President
Title of Authorized Representative



Signature of Authorized Representative

6/5/12
Date

INSTRUCTIONS FOR CERTIFICATION

By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification set out below.

The certification in this clause is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) pursue available remedies, including suspension and/or debarment.

The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learn that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DOL.

The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it know that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility its principals. Each participant may, but is not required to, check the List of Parties Excluded From Procurement or Non-procurement Programs.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

EXHIBIT I

NONDISCRIMINATION ASSURANCE

During the performance of this Agreement CONTRACTOR agrees as follows:

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

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

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

John T. Collins, II, MPH
Applicant (Name of Authorized Representative)

Senior Vice President
Title of Authorized Representative


Signature of Authorized Representative

6/5/14
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/2/2012

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

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

PRODUCER Commercial Lines Unit - (831) 431-2300 Wells Fargo Insurance Services USA, Inc. - CA Lic#: 0D08408 5615 Scotts Valley Drive Suite 100 Scotts Valley, CA 95066-2165	CONTACT NAME: Danielle Carroll PHONE (A/C, No, Ext): 831-431-2318 FAX (A/C, No):
	E-MAIL ADDRESS: danielle.carroll@wellsfargo.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: NIAC	NAIC #
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 3893678 **REVISION NUMBER:** See below

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		201101147	09/09/11	09/09/12	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		201101147	09/09/11	09/09/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		201101147UMB	9/9/2011	9/9/2012	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Proof of insurance RE: Counseling and Vocational Services

CERTIFICATE HOLDER Monterey County Attn: Purchasing Division 855 E. Laurel Drive, Bldg. C Salinas, CA 93905	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2012

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

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

PRODUCER Willis of Maryland, Inc. 303 International Circle Suite 400 Hunt Valley, MD 21031	CONTACT NAME:		
	PHONE (A/C, No, Ext): 410 771-3838	FAX (A/C, No): 410-527-7274	
E-MAIL ADDRESS:			
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: PMA INSURANCE GROUP	12262
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			2011012912004	08/05/2011	08/05/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

Monterey County Attn: Purchasing Division 855 E. Laurel Drive, Bldg. C Salinas, CA 93905	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Pamela E. Tyson</i>
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POLICY NUMBER: 201101147

COMMERCIAL AUTO
ISSUE DATE: - -

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

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

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

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

SCHEDULE

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

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

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

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

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