

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

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

Turning Point of Central California, Inc.,
(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION.

- 1.01 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 goods and/or services are generally described as follows:

Provide workforce development services to Workforce Innovation and Opportunity Act (WIOA) eligible youth, ages 16 to 24, with barriers to education and employment.

2.0 PAYMENT PROVISIONS.

- 2.01 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 \$ 110,000.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from July 1, 2015 to June 30, 2016, 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.**
- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

- 4.01 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 C Enrollment & Performance Plan

Exhibit D General Conditions, Assurances and Certifications

5.0 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.
- 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.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall 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. The County 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.

7.0 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.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 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 REQUIREMENTS.

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 the County has approved such insurance. 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, Broad form 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.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other 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.

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.

10.0 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.

11.0 NON-DISCRIMINATION.

- 11.01 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.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 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.

13.0 INDEPENDENT CONTRACTOR.

- 13.01 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.

14.0 NOTICES.

- 14.01 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: |
|---|---|
| David Spaur, Economic Development Director | Ray Banks, CEO |
| Name and Title | Name and Title |
| Economic Development Department / WDB 730 La Guardia Street Salinas, CA 93905 | Turning Point of Central California, Inc. P.O. Box 7447 Visalia, CA 93920 |
| Address | Address |
| (831) 759-6644 | (559) 732-8086 |
| Phone | Phone |

15.0 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 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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16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Turning Point of Central California

Contractor's Business Name*

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

RAYMOND BANKS, CEO
Name and Title

Date: 7/14/15

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

Bruce Tyler CFO
Name and Title

Date: 7/14/15

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*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 paragraphs 8 or 9

EXHIBIT A

SCOPE OF SERVICES

Turning Point of Central California, Inc. (Turning Point) will execute a comprehensive Workforce Innovation and Opportunity Act (WIOA) program for eligible out-of-school youth, 16 to 24 years of age, with barriers to education and employment.

Turning Point's program will encompass the fourteen (14) services available to youth participants (Final Rule at 20 Code of Federal Regulations (CFR) Section 681.460, and WIOA Section 129(c)(2)), as follows:

- (1) Tutoring, study skills training, instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential;
- (2) Alternative secondary school services, or dropout recovery services, as appropriate;
- (3) Paid and unpaid work experiences that have academic and occupational education as a component of the work experience, which may include the following types of work experiences:
 - (i) Summer employment opportunities and other employment opportunities available throughout the school year;
 - (ii) Pre-apprenticeship programs;
 - (iii) Internships and job shadowing; and
 - (iv) On-the-job training opportunities;
- (4) Occupational skill training, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors listed in the local WDB Policy 2005-08 - Industry Cluster: www.montereycountywib.org/policies/policies/;
- (5) Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- (6) Leadership development opportunities, including community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors;
- (7) Supportive services, including the services listed in 20 CFR Section 681.570;
- (8) Adult mentoring for duration of at least 12 months that may occur both during and after program participation;
- (9) Follow-up services for not less than 12 months after the completion of participation, as provided in 20 CFR Section 681.580;
- (10) Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling, as well as referrals to counseling, as appropriate to the needs of the individual youth;
- (11) Financial literacy education;
- (12) Entrepreneurial skills training;
- (13) Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
- (14) Activities that help youth prepare for and transition to post-secondary education and training.

Turning Point's program has the discretion to determine what specific program services a youth participant receives based on each participant's objective assessment and individual service strategy. Turning Point's program is not required to provide every program service to each participant.

Turning Point will enroll 40 youth, all of which will receive occupational skills training, leadership development, supportive services, mentoring, comprehensive guidance and counseling, follow-up services, tutoring and alternative secondary school activities, as needed. Twenty-eight (28) will receive paid and unpaid work experience opportunities. A majority of the youth served will be subject to the juvenile or adult justice system (court involved) and will be referred to Turning Point through the collaborative partnerships noted in the following table.

Turning Point will be the lead agency of the Turning Point Collaborative Partner Team (TPCPT), thereby sharing responsibilities with 6 collaborative partners and utilizing working relationships with at least 50 additional Monterey County linkages. Collaborative partnerships will be designed to serve the needs of WIOA

eligible youth through improved programs. Turning Point will be responsible to ensure that partners work effectively together to meet contract deliverables and each agency will be held accountable for meeting the agreed-upon objectives.

How responsibilities are shared among collaborative partners – As the lead agency, Turning Point will utilize a top-down strategy and bottom-up collaboration, ensuring that it is preparing youth for employment, improving educational achievement, and developing their potential as citizens and leaders. WIOA activities will vary between partners as outlined below.

Collaborating Partnerships

| Partner | Geo Location(s) | Population Served | Service Type |
|---|------------------------|--|---|
| Monterey County Health Department, Behavioral Health Bureau | All locations | All Target Populations | Leadership development, supportive services and comprehensive guidance and counseling. |
| Monterey County Office of Education | All locations | All Target Populations | Referral of out of school youth, tutoring, alternative secondary school services, leadership development, youth mentoring, WorkKeys®, assessments and WIN training |
| Monterey County Probation Department & Rancho Cielo | All locations | All Target Populations | Referral of out of school youth, leadership development, youth mentoring and comprehensive guidance and counseling. |
| Hartnell College | All locations | All Target Populations | Tutoring, alternative secondary school services, occupational skills training, leadership development, supportive services & comprehensive guidance and counseling. |
| Peacock Acres | All locations | All Target populations | Referral of out of school youth, tutoring, alternative secondary school services, leadership development, supportive services, youth mentoring & comprehensive guidance and counseling. |
| Mission Trails ROP/CTE | All locations | Disabled, Homeless, Out-of-School, Offenders & Foster Care | Occupational skills training, twelve (12) month follow-up support after program completion, comprehensive guidance and counseling. |
| Rancho Cielo and local area employers | All locations | All Target Populations | Paid and unpaid work experiences that have academic and occupational education as a component of the work experience: (1) Summer employment (2) Pre-apprenticeship programs (3) Internships and job shadowing (4) On-the-job training opportunities |
| Monterey County Office of Education, Mission Trails ROP/CTE, Hartnell College and other post secondary educational institutions | All locations | All Target Populations | Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster |
| Online options, misc educational institutions | All locations | All Target Populations | Financial literacy education |
| Online options, misc educational institutions | All locations | All Target Populations | Entrepreneurial skills training |

| | | | |
|--|---------------|------------------------|--|
| Online options, Virtual One Stop, CalJOBS systems | All locations | All Target Populations | Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services. |
| Monterey County Office of Education, Mission Trails ROP/CTE, post secondary educational institutions | All locations | All Target Populations | Activities that help youth prepare for and transition to post-secondary education and training. |
| Various partners | All locations | All Target Populations | Follow-up services for not less than 12 months after the completion of participation. |

Initial Assessment will be conducted by the Turning Point Eligibility Specialist and the Turning Point Program Director will determine if the WIOA Youth program is the most suitable service. The Initial Assessment will evaluate a potential participant's skill levels, ability, aptitudes, and supportive service needs. Client/parent/guardian interviews and Turning Point Collaborative Partner Team evaluation will support a comprehensive assessment.

Intake will be conducted by the Turning Point Eligibility Specialist and will involve services such as registration, eligibility determination, and collection of information/documents to assess eligibility. The TPCPT will be integral to collecting eligibility documents. Participant screening will be continued and orientation for self-help services and remediation referrals to community partners will be provided. Then, at this point an individual will be registered as an "Applicant."

Enrollment will occur when youth is deemed WIOA eligible and would benefit from WIOA Youth Services. Enrollment documents will be completed and entered in the Monterey County's Virtual Job Center case management system (www.ajccmontereycounty.org). Youth will be assigned a Case Manager and become a "Participant". A client file will be developed to track delivery of services by all collaborative partners. The youth's needs will design and drive the services.

How the partners will work collaboratively to enhance their programs – Turning Point's collaborative partners will rely on an established cross referral system that will enhance their programs with an appropriate customer base and benefit program participants with a full array of wrap around services. Each partner will designate a specific contact person to assure an uninterrupted flow of communication. As a lead agency for comprehensive program activities since 1975, Turning Point will employ its expertise in seamless service coordination and delivery. Mandatory monthly partner meetings will be conducted and are instrumental in coordinating partner services and ensuring quality control and compliance. Turning Point will encourage and coordinate partnership staff development opportunities and other shared resources, such as office space.

The determination of partnering agency selection for the fourteen program elements will be guided by the participant's objective assessment and Individual Service Strategy (ISS). Referrals will be made to the appropriate service provider, documented in the ISS, and followed up on until completion.

How the partners will work together to meet contract deliverables - The Turning Point Program Director will oversee all collaborative partnership activities from referral to completion of services. Turning Point will visit partnership service delivery sites regularly to monitor effectiveness of the agreed-upon contract deliverables. As the lead agency, Turning Point will represent the participant and advocate for agreed upon services and support. The TPCPT will build on a previously developed shared vision, clearly defined roles, established communications, equity of partnership, and historic awareness to ensure contract deliverables are met.

Partnership service coordination will be guided by the Turning Point Case Manager, monitored by the Turning Point Program Director for quality and suitability, and tracked in the ISS. Included in these resources will be:

Education and Training: Participants will receive education in alternative secondary school, public and private schools, and/or occupational training in vocational programs, to include: tutoring, study skills training, and instruction and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized post-secondary credential; financial literacy education; entrepreneurial skills training; services that provide labor market and employment information in the local area; and activities that help youth transition to postsecondary education and training, and education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.

Turning Point will be responsible for referral, follow-up, support and oversight of services and will track progress in the ISS.

Degrees and Certificates

- Participants attending, alternative secondary school, public and private schools will receive certificates such as a High School Diploma, GED and Skill Attainment Documentation.
- Participants completing occupational skill training will receive State recognized certifications, which includes priority consideration for training programs that lead to recognized post-secondary credentials that align with in-demand industry sectors or occupations in the local area involved.
- Turning Point will collaborate with the Drummond Culinary Academy for California ServSafe Certification.
- Turning Point will collaborate with Hartnell College, Mission Trails ROP/CTE and contract with local training providers that are approved and listed on the State Eligible Training Provider List (ETPL) for certificates in the trades, automotive, childcare, education, healthcare, and service industries.

Development of Employer Relations: Turning Point will continue to expand their extensive relationships with public, private non-profit and for-profit employers. Work experience sites will be developed with a focus on the employer's commitment to working with youth while providing opportunities to explore career interests and develop work skills in a supportive environment.

Work Experience (WE) opportunities will be offered utilizing an Employer Work Site Agreement based on a template pre-approved by the Monterey County Workforce Development Board (WDB). WE site development will be managed with effective marketing strategies, employer education, and community activities including:

- One staff person will be dedicated to job development and employer education.
- Outreach will stress the benefits of developing the potential of young people as citizens and leaders in the community, and a future productive and responsible workforce.
- Preliminary WE site development will be conducted to explain processes and assess employers' capabilities and commitment to working with youth program participants.
- Employer education will include Work Opportunity Tax Credit benefits.
- Accessing the hidden job market will be instrumental in increasing WE sites.
- Unsubsidized employment will remain part of all job development activities.

How each agency is held accountable for meeting the contract deliverables – Turning Point will be responsible for enabling the accountability of partners where they excel while not dominating others. Turning Point will accept ultimate responsibility for holding partners to the agreed-upon outcomes and compliance. If neglect or undelivered services and outcomes are identified, a change of strategy will be implemented immediately.

Turning Point will use established information systems for employment, education, training and supportive services needs and outcomes. Comprehensive operational support and procedures for evaluation, monitoring and reporting will ensure compliance with the evaluation models established by the WIOA. Data collected on youth development indicators, such as attendance, making acceptable progress, completing program assignments, training, and employment placement, will provide a quantifiable measurement of agency proficiency. Progress toward objectives will be monitored through a team approach. All partner staff will be briefed on compliance and implementation of the WIOA contract components.

Locations where the services will be delivered will include ADA accessibility – The primary service site will be at Rancho Cielo, which meets Americans with Disabilities Act (ADA) accessibility standards. However,

clients will be served throughout the county at employer worksites, schools, and partnership locations as well as the client's home.

How interaction and referrals to other partners are seamless to participants – Turning Point will employ a process based on the “assured linkage” concept which involves the following three elements:

1. Providing the individual youth with access to services and using a youth-specific referral form to commence the seamless service delivery system.
2. Providing the agency of referral with sufficient information so that the staff can provide appropriate services without requesting duplicate information from the youth. This must take into account whether this referral is a “handing off” or if the referral is to an agency that will be providing additional services to the youth in concert with the referring agency.
3. Following-up to ensure that the youth has received the needed services.

Other issues related to ensuring timely and accurate referrals will include: Regular opportunities for communication such as Turning Point staff meetings, interagency meetings; “staffing” centered on a specific participant and his/her multi-agency needs; cross-training of staff; participating entities identify where duplicative information is gathered, and what information obtained by one entity can be shared or forwarded to another entity; and the development of common system goals.

Administrative procedures to be followed - Program management requirements will be dictated by Turning Point Agency Policies and Procedures and the WIOA Youth Program Operations Manual. Both will be included in new hire training and located for availability. Policies and procedures will be reviewed and updated yearly, as suitable, followed by staff training. Additional guides, such as the WIOA regulations, State directives and WDB local policies, will also be used for operations. The Program Director will be directly responsible for Youth Program administration under the supervision of the Deputy Regional Director.

Internal monitoring arrangements, including frequency and check points – Turning Point will employ established internal procedures to monitor progress toward objectives developed through a team concept. Weekly staff meetings will be conducted to review data management of program services and contract compliance. Performance status reports will be provided to the WDB's Youth Committee for additional oversight of program conformity. All staff will be knowledgeable in compliance and implementation of WIOA contract components. Any indications of ineffectiveness will be assessed and corrected immediately.

- At the commencement of Program Services, a master file will be prepared for each participant for maintenance of all paperwork, to track progress, and to assure contract compliance. All staff will be cross-trained in file responsibilities.
- Monitoring will be supported by regular review and audit of participant files: eligibility and related forms; ISS and case notes; resume; relevant work records; job shadowing; unsubsidized employment; evaluations; needs-based payment receipts; time sheets; and reimbursement forms.
- The Turning Point Program Director will audit every newly completed and exited file. Active files are audited at least monthly for contract compliance and service delivery.
- Turning Point will utilize a professional system for immediate entry, calculation and access of statistical data to monitor program activities, including: client demographics; recruitment; client and employer information; application and enrollment activity; exit and follow-up tracking; obligation of funds activity; and supportive service expenditures.

Frequency of follow-up activity - Follow-up services will start after youth participant exit and be conducted at the 1st, 2nd, 3rd and 4th quarters, for not less than 12 months after the completion of participation. Follow-up activities will be designed to assist youth in retaining jobs, obtaining new positions, staying in school, and setting the foundation for career development. This phase will provide comprehensive services to support youth through a series of jobs, leading toward long-term opportunities in the labor market. Duration of follow-up will be for a minimum of twelve months. Follow-up activities will include facilitation of youth's support and positive peer groups; collaborative partner services; continued information and referrals; facilitation of graduate mentor and role model groups; a tracking system for employment, education, training and supportive service needs; career and job development assistance; youth advocacy; and leadership training opportunities.

Outreach strategies - An effective outreach strategy will be in place that has supported prior years' success in meeting total enrollment, work experience, educational and training, demographic, and geographic goals. All

staff will be responsible for outreach and the Eligibility Specialist will orchestrate the recruitment plan. Turning Point will conduct county wide outreach, identifying the population segment that will benefit most from WIOA services. Orientations will be conducted at the primary location and collaborative partner locations. Flyers in English and Spanish will be distributed at public locations. Turning Point will participate in community based events to promote the program, and will coordinate with faith based organization youth groups. Collaborative partners and participation in community activities will be a key strategy for youth recruitment.

WorkKeys® Assessments and Worldwide Interactive Network (WIN) Training

1. **Worldwide Interactive Network (WIN) Placement Test and WorkKeys® Assessment Process:** Turning Point will administer the WorkKeys® Readiness Indicator test for all Youth participants. Based on the scores, participants will either take a WorkKeys® assessment or improve their score with the WIN remediation training. If a participant does not score at least a 3 on the WorkKeys® Readiness Indicator test, the participant will not be required to take a WorkKeys® assessment for that topic (Locating Information, Reading for Information, and/or Applied Mathematics). If a participant scores at least a 3, Turning Point will make sure the participant receives recognition for their achievement by taking the WorkKeys® assessment.
2. **WorkKeys® Assessment Process:** Turning Point will administer WorkKeys® assessments as described above. Those who master these assessments will be eligible to receive a Career Readiness Certificate administered through the Central Coast Career Readiness Consortium led by the Monterey County Business Council (MCBC). Turning Point will work with the Central Coast Career Readiness Consortium to access their WorkKeys® assessment sites for participant convenience.
3. **Authorized WorkKeys® Locations:** Turning Point will work with the Monterey County Office of Education for support in providing the WorkKeys® assessments and WIN training. Turning Point will provide training to all staff on WIN remediation training. Turning Point will provide training to all staff for proctoring WorkKeys® assessments.
4. **Authorized WIN Training Locations:** The WDB has contracted with WIN to provide remediation training to individuals wishing to upgrade their skills. WIN is available at no cost to the customer. Turning Point will contact the WDB for WIN self-paced remediation training as suitable.
5. **WorkKeys® Test Results:** To ensure customer confidentiality, Turning Point will discuss WorkKeys® assessment results with only the participant to determine if they have reached their desired score.
6. **Using VOS to match O*NET job profiles using WorkKeys® scores:** Turning Point will enter WorkKeys® assessment scores into the Virtual Job Center case management system once they are received. VOS will be used to match WorkKeys® assessment skill levels with Occupational Information Network (O*NET) job profiles to help individuals identify appropriate occupations and support transferable skills.
7. **Fees:** The cost for WorkKeys® assessments and certificates is built into Turning Point's supportive services line item budget in Exhibit B.
8. **Disbursement of Career Readiness Certificates:** Certificates will be sent from American College Testing (ACT) to MCBC. MCBC in turn, will sign and distribute the certificates to Turning Point to issue to the recipient(s).
9. **Reporting to the WDB:** Turning Point will provide WIN placement test and WorkKeys® assessment performance updates as part of their reports to the WDB's Youth Committee and other subcommittees of the WDB, as requested.

Ability to complete WIOA eligibility verification, assessment, case management and job placement of youth with barriers - The Turning Point Eligibility Specialist is skilled in **eligibility verification** and will use the WIOA regulations, State directives and WDB local policies as a reference. Eligibility verification documents will be reviewed by the Turning Point Program Director prior to enrollment to ensure only qualified youth become program participants. **Assessment** success will be based on the expertise of Turning Point and

collaborative partners for an inclusive, objective evaluation of basic skills, education, work history, occupational skills, employability, interest and aptitudes, family situation, financial situation, and supportive service needs. Assessment results will be documented in the ISS to track progress. All participants will receive comprehensive **case management** to ensure access to needed services. A high value will be placed on ensuring the young people, their families and other stakeholders take an active part in shaping and following an individual service plan for program activities. Turning Point will conduct bi-weekly case staffing meetings to review participant's progress. Evaluations will be documented and a consensus reached in service delivery strategy for the upcoming weeks. Activities will be structured and modified to respond to the participant's progress. Turning Point will build on their recognized success of **job placement** services for youth with barriers to employment. An extensive database of work sites will support successful job placement with employers who recognize the rewards of mentoring youth in their introduction to the world of work.

Demonstrated success with the fourteen (14) youth program elements & service - Turning Point will continue to demonstrate successful results in delivering the youth program elements that been achieved since their program operations commenced under WIA in 2003. The 14 youth elements will be expertly weaved into all employment activities while managing collaborative partnership services of the elements that are best delivered by experts in particular fields. Turning Point will be instrumental in reconnecting youth in Monterey County to education systems and introducing them to employment opportunities available in the community utilizing effective county wide relationships. With collaborative partnerships that have historically supported successful results, Turning Point will continue to assist young people in building a life for themselves, with personal and social sustainability and a clear path to economic self-sufficiency.

Demonstrated success with the employability of youth with barriers - Turning Point will draw on their 13 years of demonstrated success with employability of youth with barriers. The agency's 44 years of job development services with public, private non-profit and for-profit employers will provide a sound foundation upon which to expand. Its philosophy in training site and job opportunity development will focus on building effective working relationships based on trust and reliability. Work sites will be developed with a focus on employers committed to working with youth while providing youth with opportunities to explore career interests and develop work skills in an environment supportive to their personal growth.

Turning Point will take into account the personal history and socio-economic factors that have placed youth in jeopardy of successfully developing their educational and employability skills. Those influences may include: currently under court supervision; out of school; homeless; disabled; foster youth; home environment issues, including domestic violence, parents chronically under or unemployed, parents who are non-English-speaking or lacking citizenship, single parents, incarcerated family member, drug addicted parents or family members; Temporary Assistance for Needy Families (TANF) recipients; parenting teens; lacking work history/skills; current or past gang affiliation; obvious gang tattoos; drug and alcohol dependency; special education needs; poverty; ethnic and language barriers; lack of mentorship, and/or displacement and rejection.

Target Groups and % goals to be served by the Lead Agency and collaborative partners – Turning Point and collaborative partner services will be targeted to WIOA eligible Monterey County out-of-school youth, ages 16-24, not attending any school, and meets one or more of the following conditions: a school dropout; within age of compulsory attendance but has not attended for at least the most recent complete school year calendar quarter; holds a secondary school diploma or recognized equivalent and is low-income and is basic skills deficient or an English language learner; subject to the juvenile or adult justice system; homeless, runaway, in foster care or aged out of the foster care system, eligible for assistance under Section 477, Social Security Act, or in out-of-home placement; pregnant or parenting; an individual with a disability; low income person who requires additional assistance to enter or complete an educational program or to secure and hold employment.

The following Target Groups and % goals will guide Turning Point's outreach activities:

| | | |
|--|---|-----------------|
| Out-of-School Youth Total Enrollment Goal 80% | | |
| AND | | |
| Disabled - 35% | Subject to the juvenile or adult justice system – 35% | Foster Care 30% |

The target population hardest to serve will be youth with substantial barriers to employment. In addition to meeting the 80% out-of-school youth enrollment goal, Turning Point anticipates that 35% of the youth will be disabled individuals, 35 % subject to the juvenile or adult justice system and 30% will be foster care youth.

Geographic Areas and % goals to be served: Turning Point and collaborative partners will recruit eligible youth from the following geographic regions at the indicated percentages, but will focus on providing services in the Central and South geographical areas within Monterey County.

| | |
|---------------|-------------|
| Central - 40% | West - 16% |
| South - 30% | North - 14% |

Planned quarterly performance & enrollment goals: Turning Point will meet/exceed the following planned goals.

| | |
|--|--|
| July – September 2015: 12 participants | October – December 2015: 24 participants |
| January – March 2016: 40 participants | April – June 2016: 40 participants |

- 40 Total new youth enrollments (minimum 80% out-of-school)
- 28, Paid and unpaid work experience
- 40, Offered the following fourteen (14) WIOA youth program elements: tutoring, alternative secondary school services, paid and unpaid work experience, occupational skills training, education offered concurrently with workforce preparation activities, leadership, supportive services, mentoring, follow-up, comprehensive guidance and counseling, financial literacy education, entrepreneurial training and activities that help youth prepare for transition into post-secondary education.

Following is the Plan for meeting Common Measures performance requirements:

| Youth Common Measures | Period of measurement | Target Goal |
|---|--|-------------|
| 1. Placement in Employment, Education or Training | Number of youth participants who are in employment (including the military) or enrolled in post-secondary education and/or advanced training/occupational skills training in the 2 nd quarter after exit. | 70% * |
| 2. Credential Rate | Number of youth participants who attain a diploma, GED, or certificate by the end of the 3 rd quarter after exit | 64% * |
| 3. Literacy / Numeracy | Number of youth participants who increase one or more educational functioning levels | 59% * |
| 4. Retention in Employment, Education or Training – NEW! | Of those in employment (including the military) or enrolled in post-secondary education and/or advanced training/occupational skills training in the 4 th quarter after exit.* | TBD* |
| 5. Earnings – NEW! | Of those in employment (including the military) in the 2 nd quarter after exit.* | TBD* |
| 6. In Program Skills Gain – NEW! | Real time measurement, not exit based.* | TBD* |

*Pending guidance from State on the target goals and clarification on the periods of measurement. Please note the Monterey County WDB Youth Common Performance measures are negotiated with the State of California and are subject to change annually.

Turning Point will continue to meet WIOA Common Measure performance requirements through comprehensive assessment, strong community partnerships, effective case management and follow-up. Our approach, based on experience and best practice methods, will bring forth the deep-seated desire of disconnected youth to find a path to a productive and respected lifestyle. Essential elements are integrated into youth

strategies to include: progressive levels of challenge and achievements; immediate benefits/rewards; setting clear expectations; reinforcing future economic opportunity; culturally competent staff; relevant youth-centered activities and materials; authenticity in action; making and fulfilling commitments honestly; and affiliation – exploring a shared vision of a positive future.

Protective community influences will be sought to alleviate the youth's community, family, individual, peer and school risk factors. Our clients will enter, most of them for the first time, an environment of respect, encouragement, honesty and caring, a place where they can learn and practice skills that will serve them for a lifetime. Turning Point will:

- Provide services to Spanish-speaking program participants by bilingual and bicultural staff.
- Provide intense support at the commencement of services, gradually assisting the youth in finding their own place in the program while gaining confidence.
- Maintain a friendly, respectful and positive environment that teaches and models pro-social/interpersonal skills.
- Integrate life skills training by teaching decision-making skills, self-discipline, initiative, coping with hostility and aggression, and development of self-esteem.
- Recognize the good in the youth and assist them to see the good in themselves.
- Enhance support for the young person's growth by working with the entire family whenever possible.
- Assist youth to take responsibility for their actions.
- Provide appropriate services and referrals to address basic needs as quickly as possible to include food, housing, substance abuse and medical.
- Work closely with collaborative partners in providing seamless services and support.

Follow-up/case notes management on exited participants - Follow-up services will start after exit and will be conducted at 1st, 2nd, 3rd, and 4th quarters, for not less than 12 months after the completion of participation. Follow-up case notes will be documented in accordance with WIOA guidance, placed in the participant's file, and entered in the Monterey County Virtual Job Center system on a monthly basis. Follow-up with collaborative partnerships, families, employers, community agencies and organizations will be conducted to evaluate and improve the services delivered. Turning Point will use an effective participant exit strategy to achieve the Common Performance Measure Outcomes.

Experience in operating & overseeing a comparable program - Turning Point is a not-for-profit corporation which started over 42 years ago in Visalia, California out of a community's deep concern for young people in trouble. Friends Outside in Monterey County, serving court-involved men and women since 1969, consolidated with Turning Point in July of 2000, bringing a substantial increase in administrative and operational resources to expand its already highly respected Employment Programs. Over the last 37 years, the success of the Employment Program for offenders has been achieved through quality staff, comprehensive program design, strong employer connections and extensive community partnerships.

Key program personnel – Ray Banks is the Chief Executive Officer for Turning Point, headquartered in Visalia. Mr. Banks has overall responsibility for leadership and direction of Turning Point and has been with the Agency since 1981. **Dennis Reid, Turning Point's Chief Operating Officer**, oversees the Monterey County Region. Mr. Reid has been with the Agency for 39 years. **Regional Director Ray Perez** has been with the Agency for 32 years and has 20 years of experience managing employment programs. **Deputy Regional Director, Deborah Carrillo** has over 28 years of administrative and management experience in private non-profit agencies in Monterey County serving economically and educationally disadvantaged persons. She has been with Turning Point for 20 years. Deborah was a key partner in the collaborative that started Rancho Cielo. **Program Director, Pearl Sanchez** has over 10 years of successful experience in providing workforce development services to eligible youth under the WIA. She has expertly managed the agency's current program which has served over 800 at-risk and youth offenders, and is skilled with providing the youth element services, mandated under the WIOA. **Job Placement Coordinator, Carmen Favila** has 2 years of successful experience working with at-risk youth. She has over 5 months of successful experience in providing Workforce Development services to WIOA eligible youth. Carmen has placed over 20 youth in work experience opportunities and unsubsidized employment and has served over 75 youth as an accomplished facilitator of pre-employment and life skills training.

Management of state/federal grants and provision of on-site monitoring of financial and other systems required to administer state/federal grants – Turning Point has significant experience in providing services under contract to government agencies. Its fiscal and administration capabilities are extensive and professionally managed. Turning Point has an impeccable record of meeting reporting, monitoring and auditing requirements, and regulatory compliance. Turning Point operates 44 service programs statewide, with an annual budget over \$56,914,000 with 660 staff members providing mental health, homeless services, substance abuse, and employment training services to over 12,000 youth and adults annually.

Previous work history, background, & capacity of staff to administer program - In Monterey County, Turning Point has operated the WIA Youth Program since 2003, prior to the passage of WIOA in 2014. Other related major projects in Monterey County, past and current, are: WIA Adult Employment Program; CalGRIP Program; Parolee Service Center; Community Corrections Reentry Center; Monterey County Community Treatment Center; Monterey County Jail Program; Visitor Centers at Soledad and Salinas Valley Prisons; Prisoner Mother/Infant Program; Electronic Monitoring Program.

MONTEREY COUNTY
WORKFORCE INVESTMENT BOARD

AGENCY: TURNING POINT OF CENTRAL CALIFORNIA, INC.
YOUTH SUBCONTRACT

Effective Date: July 1, 2015

(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

| | | 80 % minimum | | TOTAL BUDGET | | Quarterly Plan | | | | MATCH or IN-KIND |
|---|-----------------------------------|--------------|---------------|---------------|--------------|----------------|--------------|---------------|---------------|------------------|
| | | In School | Out of School | | 7/31/15 | 12/31/15 | 3/31/16 | 6/30/16 | | |
| 8500 | STAFF SALARIES AND BENEFITS | \$ 12,400.00 | \$ 49,600.00 | \$ 62,000.00 | \$ 15,500.00 | \$ 31,000.00 | \$ 46,500.00 | \$ 62,000.00 | \$ 45,638.00 | |
| 8500 | SERVICES AND SUPPLIES | | | | | | | | | |
| 8500 | Building Rent | \$ 1,600.00 | \$ 6,400.00 | \$ 8,000.00 | \$ 2,000.00 | \$ 4,000.00 | \$ 6,000.00 | \$ 8,000.00 | \$ 9,983.00 | |
| 8500 | Building Maintenance and Repair | \$ 40.00 | \$ 160.00 | \$ 200.00 | \$ 50.00 | \$ 100.00 | \$ 150.00 | \$ 200.00 | \$ - | |
| 8500 | Janitorial | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 8500 | Utilities | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 8500 | Postage and Shipping | \$ 85.60 | \$ 342.40 | \$ 428.00 | \$ 107.00 | \$ 214.00 | \$ 321.00 | \$ 428.00 | \$ 200.00 | |
| 8500 | Office Supplies | \$ 700.00 | \$ 2,800.00 | \$ 3,500.00 | \$ 875.00 | \$ 1,750.00 | \$ 2,625.00 | \$ 3,500.00 | \$ 2,823.00 | |
| 8500 | Computers/Hardware/Peripherals | \$ 240.00 | \$ 960.00 | \$ 1,200.00 | \$ 300.00 | \$ 600.00 | \$ 900.00 | \$ 1,200.00 | \$ 1,355.00 | |
| 8500 | Equipment Maintenance | \$ 600.00 | \$ 2,400.00 | \$ 3,000.00 | \$ 750.00 | \$ 1,500.00 | \$ 2,250.00 | \$ 3,000.00 | \$ 2,676.00 | |
| 8500 | Equipment Lease/Rental | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 8500 | Communications/Internet | \$ 260.00 | \$ 1,040.00 | \$ 1,300.00 | \$ 325.00 | \$ 650.00 | \$ 975.00 | \$ 1,300.00 | \$ 1,266.00 | |
| 8500 | Insurance | \$ 100.00 | \$ 400.00 | \$ 500.00 | \$ 125.00 | \$ 250.00 | \$ 375.00 | \$ 500.00 | \$ 453.00 | |
| 8500 | Employee Travel | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,000.00 | |
| 8500 | Employee Training | \$ 60.00 | \$ 240.00 | \$ 300.00 | \$ 75.00 | \$ 150.00 | \$ 225.00 | \$ 300.00 | \$ 117.00 | |
| 8500 | Outreach/Printing | \$ 60.00 | \$ 240.00 | \$ 300.00 | \$ 75.00 | \$ 150.00 | \$ 225.00 | \$ 300.00 | \$ - | |
| 8500 | Other Professional Services-Audit | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| 8500 | TOTAL SERVICES AND SUPPLIES | \$ 3,745.60 | \$ 14,982.40 | \$ 18,728.00 | \$ 6,180.24 | \$ 9,364.00 | \$ 14,046.00 | \$ 18,728.00 | \$ 19,873.00 | |
| | | | | | | | | | | |
| CENTRAL OPERATING EXPENSE (INDIRECT) | | \$ 2,200.00 | \$ 8,800.00 | \$ 11,000.00 | \$ 2,750.00 | \$ 5,500.00 | \$ 8,250.00 | \$ 11,000.00 | \$ - | |
| PROFIT | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | |
| WORK EXP. WAGES AND BENEFITS | | \$ 2,600.00 | \$ 10,400.00 | \$ 13,000.00 | \$ 3,250.00 | \$ 6,500.00 | \$ 9,750.00 | \$ 13,000.00 | \$ - | |
| YOUTH PROGRAM COSTS (tutoring, all ed, training, leadership, mentoring, follow-up, guidance & counseling) | | | | | | | | | \$ 287,521.00 | |
| INCENTIVES | | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,250.00 | |
| CHECK CHARGE @\$5.25 PER CHECK | | \$ 64.00 | \$ 258.00 | \$ 322.00 | \$ 80.50 | \$ 161.00 | \$ 241.50 | \$ 322.00 | \$ - | |
| TOTAL SUPPORTIVE SERVICES & WORKKEYS | | \$ 990.00 | \$ 3,960.00 | \$ 4,950.00 | \$ 1,237.50 | \$ 2,475.00 | \$ 3,712.50 | \$ 4,950.00 | \$ 34,550.00 | |
| TOTAL CONTRACT BUDGET | | \$ 21,999.60 | \$ 88,000.40 | \$ 110,000.00 | \$ 27,500.00 | \$ 55,000.00 | \$ 82,500.00 | \$ 110,000.00 | \$ 389,832.00 | |

| Youth Program Operating Plan | | | | | | | | | | | | | | |
|--|--|--|-----------|-----------|-----------|------------|------------|------------|-----------|-----------|-----------|-----------|-----------|-----------|
| Cumulative Monthly Performance and Enrollment Goals | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| Service Provider: Turning Point of Central California, Inc. | | | | | | | | | | | | | | |
| MONTH ENDING | | | 7/31/2015 | 8/31/2015 | 9/30/2015 | 10/31/2015 | 11/30/2015 | 12/31/2015 | 1/31/2016 | 2/28/2016 | 3/31/2016 | 4/30/2016 | 5/31/2016 | 6/30/2016 |
| I. Total Enrollment in WIA Youth Services (Sum of I.A. + I.B.) | | | 4 | 8 | 12 | 16 | 20 | 24 | 30 | 35 | 40 | 40 | 40 | 40 |
| A. Cumulative New Enrollments | | | 4 | 8 | 12 | 16 | 20 | 24 | 30 | 35 | 40 | 40 | 40 | 40 |
| B. Program Elements | | | | | | | | | | | | | | |
| 1. Tutoring | | | 4 | 8 | 12 | 16 | 20 | 24 | 30 | 35 | 40 | 40 | 40 | 40 |
| 2. Alternative secondary school services | | | 4 | 8 | 12 | 16 | 20 | 24 | 30 | 35 | 40 | 40 | 40 | 40 |
| 3. Paid and unpaid work experience (summer employment, pre-apprenticeship, internships and job shadowing, and on-the-job training) | | | 3 | 6 | 9 | 12 | 15 | 18 | 21 | 25 | 28 | 28 | 28 | 28 |
| 4. Occupational skills training | | | 4 | 8 | 12 | 16 | 20 | 24 | 30 | 35 | 40 | 40 | 40 | 40 |
| 5. Leadership development | | | 4 | 8 | 12 | 16 | 20 | 24 | 30 | 35 | 40 | 40 | 40 | 40 |
| 6. Supportive services | | | 4 | 8 | 12 | 16 | 20 | 24 | 30 | 35 | 40 | 40 | 40 | 40 |
| 7. Mentoring | | | 4 | 8 | 12 | 16 | 20 | 24 | 30 | 35 | 40 | 40 | 40 | 40 |
| 8. 12-month follow-up support after program completion | | | 4 | 8 | 12 | 16 | 20 | 24 | 30 | 35 | 40 | 40 | 40 | 40 |
| 9. Comprehensive guidance and counseling | | | 4 | 8 | 12 | 16 | 20 | 24 | 30 | 35 | 40 | 40 | 40 | 40 |
| 10. Education offered concurrently with workforce preparation activities | | | 4 | 8 | 12 | 16 | 20 | 24 | 30 | 35 | 40 | 40 | 40 | 40 |
| 11. Financial literacy education | | | 4 | 8 | 12 | 16 | 20 | 24 | 30 | 35 | 40 | 40 | 40 | 40 |
| 12. Entrepreneurial skills training | | | 4 | 8 | 12 | 16 | 20 | 24 | 30 | 35 | 40 | 40 | 40 | 40 |
| 13. Labor market and employment information | | | 4 | 8 | 12 | 16 | 20 | 24 | 30 | 35 | 40 | 40 | 40 | 40 |
| 14. Activities that prepare youth for post-secondary education/training | | | 4 | 8 | 12 | 16 | 20 | 24 | 30 | 35 | 40 | 40 | 40 | 40 |
| C. Other Program Elements | | | | | | | | | | | | | | |
| 1. WorkKeys Readiness Indicator, WorkKeys Assessments & WIN | | | * | * | * | * | * | * | * | * | * | * | * | * |
| II. Exits and Performance Measures | | | | | | | | | | | | | | |
| 1. All Exits | | | 0 | 0 | 0 | 1 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 40 |
| 2. Placement in Employment or Education (70%)* | | | 1 | 2 | 4 | 7 | 11 | 15 | 18 | 20 | 23 | 26 | 29 | 32 |
| 3. Attainment of a Degree or Certificate (64%)* | | | 1 | 2 | 5 | 7 | 10 | 12 | 15 | 18 | 21 | 24 | 27 | 30 |
| 4. Literacy and Numeracy Gains (59%)* | | | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 8 | 9 | 9 | 9 | 9 |

EXHIBIT D

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

The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by **Turning Point of Central California, Inc.**, is hereinafter referred to as "CONTRACTOR". The County of Monterey Board of Supervisors, acting as the Chief Local Elected Official (CLEO) of the Local Workforce Development Area (LWDA), is hereinafter referred to as "County of Monterey", or "Monterey County Workforce Development Board (WDB)".

1. COMPLIANCE

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

- a. The provisions of the Workforce Innovation and Opportunity Act (WIOA) of 2014 that supersedes the Workforce Investment Act (WIA) of 1998; the Office of Management and Budget (OMB) Uniform Administrative Requirements, Allowable Costs, Cost Principles, and Audit Requirements for Federal Awards, Final Rule at 2 Code of Federal Regulations (CFR), Chapter I and Chapter II, Part 200, et al (here after referred to as Uniform Guidance 2 CFR Part 200); and the Department of Labor's (DOL) exceptions at 2 CFR Chapter II, Part 2900, et al. (here after referred to as DOL Exceptions 2 CFR Part 2900); and all regulations, legislation, directives, policies, procedures and amendments issued pursuant thereto.
- b. All State legislation and regulations to the extent permitted by Federal law and all policies, directives and/or procedures, which implement the WIOA.
- c. The provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.
- d. CONTRACTOR will ensure diligence in managing programs under this agreement, including performing appropriate monitoring of its activities and taking prompt corrective action against known violations of the WIOA. CONTRACTOR agrees to conform to the provisions of the WIOA and the contract requirements as referenced in Uniform Guidance 2 CFR Part 200, Appendix II and DOL Exceptions 2 CFR Part 2900, Appendix II to Part 200.

This document contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the County of Monterey and CONTRACTOR. CONTRACTOR represents and warrants it is free to enter into and fully perform this agreement.

2. CERTIFICATIONS / ASSURANCES

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

- a. **Corporate Registration:** CONTRACTOR, if it is a corporation, certifies it is registered with the Secretary of State of the State of California.
- b. **American's Disabilities Act (ADA):** CONTRACTOR agrees to comply with the American's Disabilities Act (ADA) of 1990, which, prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)
- c. **False Claims Act:** CONTRACTOR, by signing this agreement, agrees to assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets. County of Monterey shall assure that all annual, final fiscal reports, monthly claims, invoices, and vouchers, for the purpose of CONTRACTOR requesting payment under this agreement, must include a certification, signed by an official who is authorized to legally bind CONTRACTOR, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise." (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

- d. **Authority to Bind Contractor:** CONTRACTOR shall furnish County of Monterey in writing, a list of persons authorized to execute on behalf of CONTRACTOR: agreements, modifications to agreements, invoices or other documents as may be required by County of Monterey. The above list should include signatures of all authorized individuals and be certified by CONTRACTOR's 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 current position holders.
- e. **Sectarian Activities:** CONTRACTOR certifies that this agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.
- f. **National Labor Relations Board:** CONTRACTOR (if not a public entity), by signing this agreement, does swear under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board (PCC10296).
- g. **Prior Findings:** CONTRACTOR, by signing this agreement, does swear under penalty of perjury, that it has not failed to satisfy any major condition in a current or previous agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- h. **Drug-Free Workplace Certification:** By signing this agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - (2) Establish a Drug-Free Awareness Program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug-free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and
 - d. Penalties that may be imposed upon employees for drug abuse violations.
 - (3) Every CONTRACTOR employee who works on this agreement will:
 - a. Receive a copy of the CONTRACTOR's drug-free policy statement; and
 - b. Agree to abide by the terms of the CONTRACTOR's statement as a condition of employment on the agreement.
- i. **Child Support Compliance Act:** In accordance with the Child Support Compliance Act, CONTRACTOR recognizes and acknowledges: The importance of child and family support obligations and shall fully comply with the applicable State and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and that to the best of its knowledge CONTRACTOR is fully complying with the earnings assignment orders of all CONTRACTOR's employees and is providing the names of all new CONTRACTOR's employees to the New Employee Registry maintained by the State of California Employment Development Department (EDD).
- j. **Debarment and Suspension Certification:** By signing this agreement, CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that CONTRACTOR will comply with regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I, and that CONTRACTOR, to the best of its knowledge and belief, certifies that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

- (2) Have not, within a three-year period preceding this agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract. Nor shall CONTRACTOR have, within a three-year period preceding this agreement, been convicted of or had a civil judgment rendered against it for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
 - (3) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local), with commission of any of the offenses enumerated in Section 2 of this Debarment and Suspension Certification.
 - (4) Have not, within a three-year period preceding this agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where CONTRACTOR is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this agreement.
- k. **Mandatory Disclosures:** All WIOA and Wagner-Peyser recipients of Federal awards must disclose, as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or the County of Monterey, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.
- l. **Lobbying Certification:** By signing this agreement CONTRACTOR hereby assures and certifies to compliance with the lobbying restrictions which are codified in the DOL regulations at Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR 2900, as follows:
- (1) No Federal appropriated funds have been paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (3) CONTRACTOR shall require that the language of the lobbying restrictions be included in the award documents for agreement transactions over \$100,000 (per OMB) at all tiers (including agreements, contracts, and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
 - (4) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- m. **Priority Hiring Considerations:** If this agreement includes services in excess of \$200,000, CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.
- n. **Sweatfree Code of Conduct:** All CONTRACTORS that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. CONTRACTOR further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the

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

- o. **Unenforceable Provision:** In the event that any provision of this agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and effect and shall not be affected hereby.
- p. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**

 - (1) The conduct of the parties to this agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188.

 - a. As a condition to the agreement of financial assistance from the DOL under WIOA, CONTRACTOR assures that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws:

 - i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially assisted program or activity;
 - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
 - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
 - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
 - b. CONTRACTOR also assures that it will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and all other regulations implementing the laws listed above. This assurance applies to CONTRACTOR's operation of the WIOA financially assisted program or activity, and to all agreements that CONTRACTOR makes to carry out the WIOA financially assisted program or activity. CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.
 - c. This CONTRACTOR shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the agreement.
 - (2) CONTRACTOR will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedures in the applicable DOL nondiscrimination regulations.
 - (3) CONTRACTOR will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)
 - (4) CONTRACTOR will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).
 - (5) CONTRACTOR agrees to conform to non-discrimination and equal opportunity requirements and procedures, including County of Monterey's grievance and complaint procedures in compliance with the

WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statutes, regulations and policy. (Reference WDB Policy 2005-10 – Grievance and Complaint Procedures and policy attachments; <http://www.montereycountywib.org/policies/policies/>)

- (6) CONTRACTOR will be governed by WIOA procedures relating to complaints alleging violations of the WIOA, regulations, other agreements under the WIOA including terms and conditions of employment. Participants will be notified in writing, upon enrollment into employment or training, of the WIOA complaint procedures including notification of their right to file a complaint and instructions on how to do so. Complaint procedures include: (1) the right to file a complaint, (2) the opportunity to resolve complaints informally, (3) written notice of hearings, and (4) a final decision within sixty (60) days of the date of filing.
- (7) CONTRACTOR will comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL."
- (8) CONTRACTOR shall ensure equal employment opportunity based on objective personnel policies and practices for recruitment, selection, promotion, classification, compensation, performance evaluation, and employee management relations.

q. Indemnification:

- (1) The following provision applies only if CONTRACTOR is a governmental entity: Pursuant to the provision of Section 895.4 of the California Government Code, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.
- (2) CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, 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 of Monterey. CONTRACTOR's performance includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

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

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

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

Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.

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

3. STANDARDS OF CONDUCT

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

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

4. COORDINATION

- a. CONTRACTOR will, to the maximum extent feasible, coordinate all programs and activities supported under this part with other core programs under the WIOA, including the WIOA (Adult, Dislocated Worker and Youth formula programs); Wagner-Peyser Act employment services; Adult Education and Literacy Act programs;

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

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

5. SUBCONTRACTING

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

6. INSURANCE

Except for city and county governmental entities, CONTRACTORS must, prior to commencement of this agreement, provide the County of Monterey with a "Certificate of Insurance" certifying that coverage as required herein has been obtained in accordance with the Monterey County Insurance Requirements located online at: <http://www.co.monterey.ca.us/cao/pdfs/InsuranceRequirements.pdf>.

7. RESOLUTION

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

8. FUNDING

- a. It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds. The parties hereby enter into this agreement in advance of confirmation of the availability of funds for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the agreement was executed after that determination was made.
- b. This agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State fiscal years covered by this agreement for the purposes of this program and; (2) sufficient funds are made available to the State by the United States Government for the fiscal years covered by this agreement for the purposes of the programs described in the scope of services. In addition, this agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this agreement in any manner.

- c. At the expiration of the terms of this agreement or upon termination prior to the expiration of this agreement, funds not obligated for the purpose of this agreement will be immediately remitted to the County of Monterey, and shall no longer be available to CONTRACTOR.
- d. The County of Monterey retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing CONTRACTOR is given prompt notice and the opportunity for an informal review of the County of Monterey's decision. The Director of the Economic Development Department / Monterey County Workforce Development Board or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of CONTRACTOR to comply with the provisions of this agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

9. FISCAL ACCOUNTABILITY

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

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

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

10. PAYMENT OF AUTHORIZED EXPENDITURES

- a. Subject to receipt of funds from the State, County of Monterey agrees to reimburse CONTRACTOR for expenditures authorized in the agreement budget. Financial reports and invoices are due to the fiscal unit of the Monterey County Economic Development Department/Workforce Development Board 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 County of Monterey. Late submission of financial reports and invoices are subject to withholding of payment due to non-compliance with CONTRACTOR'S agreement to submit timely and accurate reports and invoices. The WDB's Fiscal Unit shall pay the certified invoice within 30 days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by CONTRACTOR which support actual delivery of services as outlined in the existing agreement between CONTRACTOR and the County of Monterey. The County of Monterey shall be the sole judge of what constitutes adequate supporting documentation.
- b. CONTRACTOR shall be paid in accordance with the agreement and budget, not to exceed the maximum amount specified. Any cost incurred by CONTRACTOR over and above the maximum amount obligated by the agreement and budget shall be at the sole risk and expense of CONTRACTOR.

11. PERFORMANCE ACCOUNTABILITY

- a. CONTRACTOR, commencing as of the date of execution of this agreement by both parties, shall perform all the functions set forth in the agreement scope of services. Adequate performance under this agreement is essential and CONTRACTOR shall measure its performance results against goals and performance standards provided by this agreement. Measured performance below goals standards will constitute noncompliance with the terms of this agreement.
- b. It is the responsibility of CONTRACTOR to bring to the attention of the County of Monterey 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 of Monterey within the time frame identified in the report. A corrective action plan shall consist of the following:
 - (1) Specific Actions to be taken
 - (2) The objective of each action
 - (3) Completion dates
 - (4) Person(s) responsible
 - (5) Result(s) to be accomplished
- c. CONTRACTOR shall submit all corrective plans to WDB staff for written approval. If approved, CONTRACTOR shall keep the County of Monterey aware on a continued basis until the corrective action plan results are accomplished. The County of Monterey reserves the right to require modifications to the corrective action plan, satisfactory to the County of Monterey, in the event of failure by CONTRACTOR to achieve the specified results.

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

12. MAINTENANCE OF EFFORT

CONTRACTOR shall comply with the following maintenance of effort requirements:

- a. CONTRACTOR warrants that participant positions funded through this agreement are in addition to those that would otherwise be financed by CONTRACTOR without assistance under WIOA.
- b. Participant positions funded through this agreement shall: (1) result in an increase in employment opportunities over those that would otherwise be available; (2) not result in the displacement of currently employed workers, including partial displacement such as a reduction in hours of non-over time work, wages or employment benefits; (3) not impair existing contracts for service or result in a substitution of Federal funds for other funds in connection with work that would otherwise be performed; (4) not substitute public service and/or work experience positions for existing jobs.
- c. CONTRACTOR will not terminate, layoff or reduce the working hours of an employee for the purpose of hiring an individual with funds available under WIOA.
- d. CONTRACTOR will not hire any person using funds available under WIOA when any other person is on layoff for the same or substantially equivalent job.

13. AMENDMENTS

This agreement may be unilaterally modified by the County of Monterey, under the following circumstances:

- a. There is a decrease in Federal or State funding levels.
- b. Funds awarded to CONTRACTOR have not been expended in accordance with the budget included in the approved CONTRACTOR'S plan. This will occur if, after consultation with CONTRACTOR, the County of Monterey has determined, in a manner consistent with State and Federal law, regulations and policies, that funds will not be spent in a timely manner.
- c. There is a change in State and Federal law or regulation requiring a change in the provisions of this agreement.
- d. An amendment is required to change CONTRACTOR'S name as listed on this agreement. Upon receipt of legal documentation of the name change, the County of Monterey will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

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

14. REPORTING

- a. CONTRACTOR will compile and submit reports of activities, performance and expenditures by the specified dates prescribed by the County of Monterey. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being paid.
- b. CONTRACTOR shall submit to County of Monterey all required reports on a timely basis as delineated by County of Monterey. 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 County of Monterey. These reports are due to the WDB staff, as requested in writing. CONTRACTOR also shall submit on a timely basis all required agreement supplemental documents.

15. TERMINATION

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

- a. **Termination for Convenience:** Either the County of Monterey or CONTRACTOR may request a termination, in whole or in part, for convenience. CONTRACTOR will give a ninety (90) calendar day advance notice in writing to the County of Monterey. The County of Monterey will give a ninety (90) calendar day advance notice in writing to CONTRACTOR.
- b. **Termination for Cause:** The County of Monterey may terminate this agreement, in whole or in part, when it has determined that CONTRACTOR has substantially violated a specific provision of the WIOA regulations, the Uniform Guidance, or implementing State legislation and corrective action has not been taken.

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

Notices to the County of Monterey will be addressed to:

David Spaur, Economic Development Director
Economic Development Department / Monterey County Workforce Development Board
730 La Guardia Street
Salinas, CA 93905

Notices to CONTRACTOR will be addressed to:

Ray Banks, CEO
Turning Point of Central California, Inc.
P.O. Box 7447
Visalia, CA 93920

16. RECORDS MAINTENANCE & RETENTION

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

17. AUDITS

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

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

18. DISALLOWED COSTS

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

19. CONFLICTS

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

20. PROPERTY

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

21. INTELLECTUAL PROPERTY PROVISIONS

- a. **Federal Funding:** In any agreement funded, in whole or in part, by the Federal government, County of Monterey may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the agreement, except as provided in 37 CFR Par 401.14. However, pursuant to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, the Federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- b. **Ownership:**
- (1) Except where County of Monterey has agreed in a signed writing to accept a license, County of Monterey shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or County of Monterey and which result directly or indirectly from this agreement.
 - (2) For the purpose of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copy rights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by the County of Monterey, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other State, country or jurisdiction.
 - a) For the purpose of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purpose of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
 - (3) In the performance of this agreement, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, CONTRACTOR may access and utilize certain of County of Monterey Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, CONTRACTOR shall not use any of County of Monterey's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of the County of Monterey. Except as otherwise set forth herein, neither CONTRACTOR nor County of Monterey shall give any ownership interest in or rights to its Intellectual Property to the other party. If, during the term of this agreement, CONTRACTOR accesses any third-party Intellectual Property that is licensed to County of Monterey, CONTRACTOR agrees to abide by all license and confidentiality restrictions applicable to County of Monterey in the third-party's license agreement.
 - (4) CONTRACTOR agrees to cooperate with County of Monterey in establishing or maintaining CONTRACTOR's exclusive rights in the Intellectual Property, and in assuring County of Monterey's sole rights against third parties with respect to the Intellectual Property. If CONTRACTOR enters into any agreements or subcontracts with other parties in order to perform this agreement, CONTRACTOR shall require the terms of the agreement(s) to include all Intellectual Property provisions of paragraph twenty-one (21). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CONTRACTOR all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, CONTRACTOR, or County of Monterey, and which result directly or indirectly from this agreement or any subcontract.
 - (5) Pursuant to paragraph twenty-one (21) (b) (4) of the Intellectual Property Provisions, the requirement for the County of Monterey to include all Intellectual Property Provisions of paragraph twenty-one (21) of the

Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.

- (6) CONTRACTOR further agrees to assist and cooperate with County of Monterey in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CONTRACTOR's Intellectual Property rights and interests.

c. Retained Rights / License Rights:

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or County of Monterey and which result directly or indirectly from this agreement, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. CONTRACTOR hereby grants to County of Monterey, without additional compensation, a permanent, non-exclusive, royalty-free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR'S Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that CONTRACTOR user does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County of Monterey or third-party, or result in a breach or default of any Intellectual Property provisions of paragraph twenty-one (21) or result in a breach of any provisions of law relating to confidentiality.

d. Copyright:

- (1) CONTRACTOR agrees that for purposes of copyright law, all works, as defined in Intellectual Property, paragraph twenty-one (21) (b) Ownership (2) (a), of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this agreement shall be deemed "works made for hire". CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this agreement will be a "work made for hire"; whether that person is an employee of CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written agreement with any such person that: (i) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all rights, title, and interest to the County of Monterey to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or County of Monterey and which result directly or indirectly from this agreement. (Refer to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.)
- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or County of Monterey and which result directly or indirectly from this agreement may not be reproduced or disseminated without prior written permission from the County of Monterey.

- e. Patent Rights:** With respect to inventions (refer to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900), made by CONTRACTOR in the performance of this agreement, which did not result from research and development specifically included in CONTRACTOR's agreement scope of services, CONTRACTOR hereby grants to County of Monterey a license as described under paragraph twenty-one (21) (c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within CONTRACTOR's agreement scope of services, then CONTRACTOR agrees to assign to County of Monterey, without additional compensation, all its rights, title and interest in and to such inventions and to assist the County of Monterey in securing United States and foreign patents with respect thereto.

- f. Third-Party Intellectual Property:** Except as provided herein, CONTRACTOR agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of CONTRACTOR or third-party without first: (i) obtaining County of Monterey's prior written approval; and (ii) granting to or obtaining for

County of Monterey, without additional compensation, a license, as described in paragraph twenty-one (21) (c), for any of CONTRACTOR or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon these terms is unattainable, and the County of Monterey determines that the Intellectual Property should be included in or is required for CONTRACTOR's performance of this agreement, CONTRACTOR shall obtain a license under terms acceptable to the County of Monterey.

g. Warranties:

(1) CONTRACTOR represents and warrants that:

- a) It has secured and will secure all rights and licenses necessary for its performance of this agreement.
- b) Neither CONTRACTOR's performance of this agreement, nor the exercise by either party of the rights granted in this agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or County of Monterey and which result directly or indirectly from this agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any State, the United States, or any foreign country. There are currently no actual or threatened claims by any such third-party based on an alleged violation of any such right by CONTRACTOR.
- c) Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- d) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers, or releases from all authors.
- e) Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to County of Monterey in this agreement.
- g) It has appropriate systems and controls in place to ensure that State and Federal funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this agreement.

(2) COUNTY OF MONTEREY MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE NOW EXISTING OR SUBSEQUENTLY ISSUED.

h. Intellectual Property Indemnity:

- (1) CONTRACTOR shall indemnify, defend and hold harmless County of Monterey and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorneys fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the indemnitees may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigations, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of County of Monterey's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or County of Monterey and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the

infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this agreement. County of Monterey reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against County of Monterey.

- (2) Should any Intellectual Property licensed by CONTRACTOR to County of Monterey under this agreement become the subject of an Intellectual Property infringement claim, CONTRACTOR will exercise its authority reasonably and in good faith to preserve County of Monterey's right to use the licensed Intellectual Property in accordance with this agreement at no expense to County of Monterey. County of Monterey shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for County of Monterey to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, County of Monterey may be entitled to a refund of all monies paid under this agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) CONTRACTOR agrees that damages alone would be inadequate to compensate County of Monterey for breach of any term of these Intellectual Property provisions of paragraph twenty-one (21) by CONTRACTOR. CONTRACTOR acknowledges County of Monterey would suffer irreparable harm in the event of such breach and agrees County of Monterey shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

- i. **Survival:** The provisions set forth herein shall survive any termination or expiration of this agreement or any project schedule.

22. CONFIDENTIALITY REQUIREMENTS

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

The County of Monterey and CONTRACTOR agree that:

- a. Each party must recognize and safeguard personally identifiable information (PII) and information designated as sensitive in accordance with Uniform Guidance 2 CFR 200.303 – Safeguarding Personally Identifiable Information. CONTRACTOR must take reasonable measures to safeguard protected PII, as well as any information that the County of Monterey designates as sensitive. Both CONTRACTOR and County of Monterey must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information, located at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872.
 - b. Each party shall keep all information that is exchanged between them in the strictest confidence and make sure information available to their respective employees is only on a "need-to-know" basis.
 - c. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
 - d. CONTRACTOR agrees that information obtained under this agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
- (1) **Aggregate Summaries:** All reports and/or publications developed by CONTRACTOR based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.

- (2) Publication: Prior to publication, CONTRACTOR shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
- (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- e. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- f. CONTRACTOR shall notify the County of Monterey of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (831)759-6644 or (831)796-6434. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. CONTRACTOR shall cooperate with the County of Monterey in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If CONTRACTOR learns of a breach in the security of the system which contains confidential data obtained under this agreement, then CONTRACTOR must provide notification to individuals pursuant to Civil Code Section 1798.82.
- g. CONTRACTOR shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- h. At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- i. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, State and Federal laws.
- j. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- l. If the County of Monterey or CONTRACTOR enters into an agreement with a third-party to provide WIOA services, the County of Monterey and CONTRACTOR agree to include these data and security and confidentiality requirements in the agreement with that third-party. In no event, shall said information be disclosed to any individual outside of that third-party's authorized staff, subcontractor(s), service providers, or employees.
- m. CONTRACTOR may, in its program operations, allow an individual to register for resume-distribution services at the same time the individual enrolls in the Virtual Job Center or CalJOBS. CONTRACTOR shall ensure that it and all subcontractors comply with the Intellectual Property requirements of paragraph twenty-one (21) of this agreement, the confidentiality requirements of paragraph twenty-two (22) of this agreement and any other terms of this agreement that may be applicable. In addition, the following requirements must be adhered to by CONTRACTOR and its subcontractors:

- (1) All client information submitted over the Internet to CONTRACTOR and/or subcontractor(s) databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within CONTRACTOR and/or subcontractor(s) network of servers, and protected by a firewall and a secondary database server firewall or AES1 data encryption. If a CONTRACTOR and/or subcontractor(s) obtain confidential information, the agreement between CONTRACTOR and its subcontractor(s) must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. CONTRACTOR and/or subcontractor(s) should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case, the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later.
 - (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using CONTRACTOR and/or subcontractor(s) services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in CONTRACTOR and subcontractor(s) agreement scope of services.
 - (3) CONTRACTOR must give an America's Job Center of California (Job Center) or One-Stop Career Center (One-Stop) client the option to use the Job Center or One-Stop services, including Virtual Job Center or CalJOBS, even if he or she chooses not to use any services of CONTRACTOR and/or subcontractor(s). This option shall be prominently, clearly, and immediately communicated to the client upon registration within the Job Center or One-Stop for the Virtual Job Center or CalJOBS. This obligation applies even if CONTRACTOR's and/or subcontractor's resume-distribution services, or any other services are offered to the client.
 - (4) CONTRACTOR and/or subcontractor(s) must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services CONTRACTOR and/or subcontractor(s) offers. CONTRACTOR and/or subcontractor(s) shall not use a client's personal and/or demographic information without the client's prior permission. A link to CONTRACTOR and/or subcontractor(s) privacy policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
 - (5) When the County of Monterey modifies State automated systems such as the CalJOBS or VOS systems, it shall provide reasonable notice of such changes to CONTRACTOR and/or subcontractor(s). CONTRACTOR shall be responsible to communicate such changes to its subcontractor(s) in the local area.
- n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.

ACORD TM **CERTIFICATE OF LIABILITY INSURANCE**Date (MM/DD/YR)
1/29/15

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 require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Heffernan Insurance Brokers
1350 Carlback Avenue, Suite 200
Walnut Creek, CA 94596
CA License #0564249

CONTACT

NAME:
PHONE (A/C, No, Ext): **925-934-8500** FAX (A/C, No): **925-934-8278**
EMAIL:
ADDRESS:

INSURERS AFFORDING COVERAGE**NAIC #****INSURED**

Turning Point of Central California, Inc.
615 South Atwood Street
Visalia, CA 93277

INSURER A: Nonprofits Insurance Alliance of California
INSURER B:
INSURER C:
INSURER D:
INSURER E:
INSURER F:

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|------------------------------|
| A | GENERAL LIABILITY | X | | 201502205NPO | 01/28/15 | 01/28/16 | EACH OCCURRENCE | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500,000 |
| | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) | \$ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | PRODUCTS - COM/OP AGG | \$ 2,000,000 |
| | POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> | | | | | | | \$ |
| | | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY | X | X | 201502205NPO | 01/28/15 | 01/28/16 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | <input checked="" type="checkbox"/> Comp DED \$500 <input checked="" type="checkbox"/> Coll DED \$500 | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | 201502205UMB | 01/28/15 | 01/28/16 | EACH OCCURRENCE | \$ 5,000,000 |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE | \$ 5,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | N/A | | | | | WC STATUTORY LIMITS | OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in N.H.) | | | | | | E.L. EACH ACCIDENT | \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |
| A | Social Service Professional Liability | | | 201502205NPO | 01/28/15 | 01/28/16 | Aggregate Each Occurrence | \$ 2,000,000 \$ 1,000,000 |

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

Re: Programs under contract with County of Monterey.

County of Monterey, its officers, agents and employees are named as additional insured on General Liability and Automobile Liability policies per attached endorsements, CG 20 26 07 04 and NIAC-A1 (3/91), respectively. General Liability and Automobile Liability policies are primary and non-contributory per attached policy forms CG 00 01 07 98 and CA00 01 01 87, respectively. Waiver of subrogation applies to Automobile Liability policy - endorsement to follow from carrier.

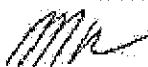
CERTIFICATE HOLDER

County of Monterey, IOAB
Workforce Investment Board
730 La Guardia Street
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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) |
|--|
|--|

| |
|---|
| <p>Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy, and for which a certificate of insurance naming such person or organization as additional insured has been issued, but only with respect to their liability arising out of their requirements for certain performance placed upon you, as a nonprofit organization, in consideration for funding or financial contributions you receive from them. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.</p> |
|---|

County of Monterey, its officers, agents and employees

| |
|--|
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |
|--|

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

- (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot from equipment used to heat that building;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a side-track agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance ; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

- a. "Personal and advertising injury":
- (1) Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury";
 - (2) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
 - (3) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
 - (4) Arising out of a criminal act committed by or at the direction of any insured;
 - (5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;

- (6) Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

- (7) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

- (8) Arising out of the wrong description of the price of goods, products or services stated in your "advertisement";

- (9) Committed by an insured whose business is advertising, broadcasting, publishing or telecasting. However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section; or

- (10) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

- b. Any loss, cost or expense arising out of any:

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

- a. To any insured.
- b. To a person hired to do work for or on behalf of any insured or a tenant of any insured.
- c. To a person injured on that part of premises you own or rent that the person normally occupies.
- d. To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.
- e. To a person injured while taking part in athletics.
- f. Included within the "products-completed operations hazard".
- g. Excluded under Coverage A.
- h. Due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- b. Any person (other than your "employee"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:
 - a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
 - b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.
4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
2. "Auto" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

- b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
 - c. All parts of the world if:
 - (1) The injury or damage arises out of:
 - (a) Goods or products made or sold by you in the territory described in a. above; or
 - (b) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; and
 - (2) The insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.
5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph f. does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
 - (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
 - (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
11. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or

- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- 12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

- 15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- 16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Your product" means:

- a. Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (1) You;
 - (2) Others trading under your name; or
 - (3) A person or organization whose business or assets you have acquired; and
- b. Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

"Your product" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- b. The providing of or failure to provide warnings or instructions.

"Your product" does not include vending machines or other property rented to or located for the use of others but not sold.

21. "Your work" means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

"Your work" includes:

- a. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- b. The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

Policy Number: 201502205NPO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE ONLY

In consideration of the premium charged, it is understood and agreed that the following is added as an additional insured:

County of Monterey, its officers, agents and employees

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

But only as respects a legally enforceable contractual agreement with the Named Insured and only for liability arising out of the Named Insured's negligence and only for occurrences of coverages not otherwise excluded in the policy to which this endorsement applies.

It is further understood and agreed that irrespective of the number of entities named as insureds under this policy, in no event shall the company's limits of liability exceed the occurrence or aggregate limits as applicable by policy definition or endorsement.

BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to SECTION V - DEFINITIONS.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos." The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos."

A. DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS

SYMBOL DESCRIPTION

- 1 = ANY "AUTO."
- 2 = OWNED "AUTOS" ONLY. Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
- 3 = OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
- 4 = OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
- 5 = OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
- 6 = OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORISTS LAW. Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.

- 7 = SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).
- 8 = HIRED "AUTOS" ONLY. Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
- 9 = NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business or your personal affairs.

B. OWNED AUTOS YOU ACQUIRE AFTER THE POLICY BEGINS

1. If symbols 1,2,3,4,5 or 6 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if symbol 7 is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the

permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:

- a. Breakdown;
- b. Repair;
- c. Servicing;
- d. "Loss;" or
- e. Destruction.

SECTION II - LIABILITY COVERAGE

A. COVERAGE

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We have the right and duty to defend any "suit" asking for these damages. However, we have no duty to defend "suits" for "bodily injury" or "property damage" not covered by this Coverage Form. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. WHO IS AN INSURED

The following are "insureds:"

- a. You for any covered "auto."
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
 - (1) The owner or anyone else from whom you hire or borrow a covered "auto." This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
 - (2) Your employee if the covered "auto" is owned by that employee or a member of his or her household.
 - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
 - (4) Anyone other than your employees, partners, a lessee or borrower or any of their employees, while moving property to or from a covered "auto."
 - (5) A partner of yours for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone else who is not otherwise excluded under paragraph b. above and is liable for the conduct of an "insured" but only to the extent of that liability.

2. COVERAGE EXTENSIONS

- a. Supplementary Payments. In addition to the Limit of Insurance, we will pay for the "insured:"

- (1) All expenses we incur.
- (2) Up to \$250 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earning up to \$100 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" we defend; but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

b. Out of State Coverage Extensions.

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
 - (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out of state vehicles by the jurisdiction where the covered "auto" is being used.
- We will not pay anyone more than once for the same elements of loss because of these extensions.

B. EXCLUSIONS

This insurance does not apply to any of the following:

1. EXPECTED OR INTENDED INJURY

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured."

2. CONTRACTUAL

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract;" or
- b. That the "insured" would have in the absence of the contract or agreement.

3. WORKERS COMPENSATION

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers compensation, disability benefits or

unemployment compensation law or any similar law.

4. EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY

"Bodily injury" to:

- a. An employee of the "insured" arising out of and in the course of employment by the "insured;" or
- b. The spouse, child, parent, brother or sister of that employee as a consequence of paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic employees not entitled to workers compensation benefits or to liability assumed by the "insured" under an "insured contract."

5. FELLOW EMPLOYEE

"Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.

6. CARE, CUSTODY OR CONTROL

"Property damage" to property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. HANDLING OF PROPERTY

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto;" or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured."

8. MOVEMENT OF PROPERTY BY MECHANICAL DEVICE

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto."

9. OPERATIONS

"Bodily injury" or "property damage" arising out of the operation of any equipment listed in paragraphs 6.b. and 6.c. of the definition of "mobile equipment."

10. COMPLETED OPERATIONS

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and

- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in paragraphs a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
 - (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
 - (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. POLLUTION

- a. "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants:

- (1) That are, or that are contained in any property that is:

- (a) Being transported or towed by, or handled for movement into, onto or from, the covered "auto;"
- (b) Otherwise in the course of transit by the "insured;" or
- (c) Being stored, disposed of, treated or processed in or upon the covered "auto;"

- (2) Before the pollutants or any property in which the pollutants are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto;" or

- (3) After the pollutants or any property in which the pollutants are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

- b. Any loss, cost or expense arising out of any governmental direction or request that you test for, monitor, clean up, remove, contain, treat, detoxify or neutralize pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Paragraph a.(1)(c) does not apply to fuels, lubricants, fluids, exhaust gases or other similar pollutants that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The pollutants escape or are discharged, disbursed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such pollutants; and
- (2) The "bodily injury" or "property damage" does not arise out of the operation of any equipment listed in paragraphs 6.b and 6.c of the definition of "mobile equipment."

Paragraphs a(2) and a(3) of this exclusion do not apply if:

- (1) The pollutants or any property in which the pollutants are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto;" and
- (2) The discharge, dispersal, release or escape of the pollutants is caused directly by such upset, overturn or damage.

12. WAR

"Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.

C. LIMIT OF INSURANCE

Regardless of the number of covered "autos," "insureds," premiums paid, claims made or vehicles involved in the "accident," the most we will pay for all damages resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury" and "property damage" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident."

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

1. We will pay for "loss" to a covered "auto" or its equipment under:
 - a. Comprehensive Coverage. From any cause except:
 - (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.
 - b. Specified Causes of Loss Coverage. Caused by:
 - (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto."
 - c. Collision Coverage. Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

2. Towing.

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles.

If you carry Comprehensive Coverage for the damaged covered "auto," we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
 - b. "Loss" caused by hitting a bird or animal; and
 - c. "Loss" caused by falling objects or missiles.
- However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extension. We will pay up to \$10 per day to a maximum of \$300 for transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss."

B. EXCLUSIONS

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss."
 - a. Nuclear Hazard.
 - (1) The explosion of any weapon employing atomic fission or fusion; or
 - (2) Nuclear reaction or radiation, or radioactive contamination, however caused.
 - b. War or Military Action.
 - (1) War, including undeclared or civil war;
 - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
2. Other Exclusions.
 - a. We will not pay for "loss" to any of the

following:

- (1) Tape decks or other sound reproducing equipment unless permanently installed in a covered "auto."
 - (2) Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
 - (3) Sound receiving equipment designed for use as a citizens' band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "auto" manufacturer for the installation of a radio.
- b. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:
- (1) Wear and tear, freezing, mechanical or electrical breakdown.
 - (2) Blowouts, punctures or other road damage to tires.

C. LIMIT OF INSURANCE

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss;" or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

D. DEDUCTIBLE

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. LOSS CONDITIONS

1. APPRAISAL FOR PHYSICAL DAMAGE LOSS

If you and we disagree on the amount of "loss," either may demand an appraisal of the "loss." In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss." If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and

- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

- a. In the event of "accident," claim, "suit" or "loss," you must give us or our authorized representative prompt notice of the "accident" or "loss." Include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

- b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any demand, notice, summons or legal paper received concerning the claim or "suit."
- (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit."
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. LOSS PAYMENT - PHYSICAL DAMAGE COVERAGES

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. GENERAL CONDITIONS

1. BANKRUPTCY

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured," at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto;"
- c. Your interest in the covered "auto;" or
- d. A claim under this Coverage Form.

3. LIBERALIZATION

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. NO BENEFIT TO BAILEE - PHYSICAL DAMAGE COVERAGES

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. OTHER INSURANCE

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor

vehicle you do not own.

- (2) Primary while it is connected to a covered "auto" you own.

- b. Regardless of the provisions of paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract."

- c. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. PREMIUM AUDIT

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico; and
 - d. Canada.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident," the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess

insurance over this Coverage Form.

SECTION V - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage."
- B. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads but does not include "mobile equipment."
- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- E. "Insured contract" means:
 - 1. A lease of premises;
 - 2. A sidetrack agreement;
 - 3. An easement or license agreement in connection with vehicle or pedestrian private railroad crossings at grade;
 - 4. Any other easement agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - 5. An indemnification of a municipality as required by ordinance, except in connection with work for a municipality; or
 - 6. That part of any other contract or agreement pertaining to your business under which you assume the tort liability of another to pay damages because of "bodily injury" or "property damage" to a third person or organization, if the contract or agreement is made prior to the "bodily injury" or "property damage." Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- An "insured contract" does not include that part of any contract or agreement:
 - 1. That pertains to the loan, lease or rental of an "auto" to you; or
 - 2. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- F. "Loss" means direct and accidental loss or damage.
- G. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - 1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - 2. Vehicles maintained for use solely on or next to premises you own or rent;

- 3. Vehicles that travel on crawler treads;
 - 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.
 - 5. Vehicles not described in paragraphs 1,2,3, or 4 above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - b. Cherry pickers and similar devices used to raise or lower workers.
- Vehicles not described in paragraphs 1,2,3 or 4 above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos."
- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning.
 - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.
- H. "Property damage" means damage to or loss of use of tangible property.
- I. "Suit" means a civil proceeding in which damages because of "bodily injury" or "property damages" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding alleging such damages to which you must submit or submit with our consent.
- J. "Trailer" includes semitrailer.



EVIDENCE OF PROPERTY INSURANCE

Date (MM/DD/YYYY)
1/30/2015

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

| | | | | | |
|---|--|--------------------------------------|---|---|--|
| PRODUCER NAME, CONTACT, PERSON AND ADDRESS Heffernan Insurance Brokers 1350 Carlsbad Avenue, Suite 200 Walnut Creek, CA 94596 | | Phone (A/C, No, Ext): | COMPANY NAME AND ADDRESS North American Elite Insurance Company | | NAIC NO: |
| FAX (A/C, No): | | E-MAIL ADDRESS: | | IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH | |
| CODE: | | SUB CODE: | | POLICY TYPE | |
| AGENCY CUSTOMER ID#: | | | LOAN NUMBER | | |
| NAMED INSURED AND ADDRESS Turning Point of Central California 615 South Atwood Street Visalia, CA 93290-7447 | | | POLICY NUMBER CWB000277210 | | CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/> |
| EFFECTIVE DATE 01/28/2015 | | EXPIRATION DATE 01/28/2016 | | | |

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL OF THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

| COVERAGE/PERILS/FORMS | AMOUNT OF INSURANCE | DEDUCTIBLE |
|---------------------------------------|---------------------|------------|
| Blanket Building | \$17,122,077 | \$1,000 |
| Blanket Business Personal Property | \$2,686,000 | \$1,000 |
| Replacement Cost | | |
| Agreed Value Applies | | |
| All Risk Excluding Earthquake & Flood | | |


REMARKS (Including Special Conditions)

Programs under contract with County of Monterey.

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.

ADDITIONAL INTEREST

| | | | | |
|---|--------------------------|-------------------|--------------------------|---------------------------|
| NAME AND ADDRESS County of Monterey, IOAE Workforce Investment Board 730 La Guardia Street Salinas, CA 93905 | <input type="checkbox"/> | MORTGAGEE | <input type="checkbox"/> | ADDITIONAL INSURED |
| | <input type="checkbox"/> | LOSS PAYEE | | |
| | LOAN # | | | |
| AUTHORIZED REPRESENTATIVE  | | | | |



EVIDENCE OF PROPERTY INSURANCE

Date (MM/DD/YYYY)
1/30/2015

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| | | | | | |
|---|--|-------------------------------------|---|---|--|
| PRODUCER NAME, CONTACT, PERSON AND ADDRESS Heffernan Insurance Brokers 1350 Carlback Avenue, Suite 200 Walnut Creek, CA 94596 | | Phone (A/C, No, Ext): | COMPANY NAME AND ADDRESS North American Elite Insurance Company | | NAIC NO: |
| FAX (A/C, No): | | E-MAIL ADDRESS: | | IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH | |
| CODE: | | SUB CODE: | | POLICY TYPE | |
| AGENCY CUSTOMER ID#: | | LOAN NUMBER | | POLICY NUMBER CWB000277210 | |
| NAMED INSURED AND ADDRESS Turning Point of Central California 615 South Atwood Street Visalia, CA 93290-7447 | | EFFECTIVE DATE 01/28/2015 | | EXPIRATION DATE 01/28/2016 | CONTINUED UNTIL TERMINATED IF CHECKED <input type="checkbox"/> |

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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| Replacement Cost | | |
| Agreed Value Applies | | |
| All Risk Excluding Earthquake & Flood | | |


REMARKS (Including Special Conditions)

Programs under contract with County of Monterey.

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.

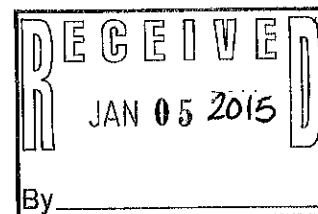
ADDITIONAL INTEREST

| | | |
|---|-------------------|---------------------------|
| NAME AND ADDRESS County of Monterey Workforce Investment Board 730 La Guardia Street Salinas, CA 93905 | MORTGAGEE | ADDITIONAL INSURED |
| | LOSS PAYEE | |
| | LOAN # | |
| AUTHORIZED REPRESENTATIVE  | | |

Chapman
A Division of Arthur J. Gallagher & Co.
Insurance Brokers of California, Inc.
PO Box 5455
Pasadena, CA 91117-0455

000093

Monterey County Workforce Investment Board
Economic Development Department /
Monterey County Workforce Investment Board
168 W Alisal St 3rd Fl
Salinas CA 93901-2439





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2014

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 License # 0726293 Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale, CA 91203 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): (818) 539-2300 | FAX (A/C, No): (818) 539-2301 |
| | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Quality Comp Inc | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

INSURED

Turning Point of Central CA
615 S. Atwood St.
Visalia, CA 93277

COVERAGES

CERTIFICATE NUMBER:

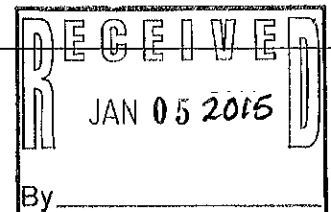
REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|--|
| | 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"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | | | 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 <input type="checkbox"/> 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 Y/N <input type="checkbox"/> N/A | N/A | 0150171006 | 01/01/2015 | 01/01/2016 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

Re: Salinas Employment Program.



CERTIFICATE HOLDER

CANCELLATION

Monterey County Workforce Investment Board
Economic Development Department /
Monterey County Workforce Investment Board
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901

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

AUTHORIZED REPRESENTATIVE

RE: Quality Comp, Inc. – Group Workers’ Compensation Program

To Whom It May Concern:

As proof of workers’ compensation coverage, I would like to provide you with the attached Certificate of Consent to Self-Insure issued to Quality Comp, Inc. by the Department of Industrial Relations, Office of Self-Insurance Plans. This Certificate carries an effective date of December 1, 2004 and does not have an expiration date. The Quality Comp, Inc. program has excess insurance coverage with NY Marine & General Insurance Company (NY-MAGIC). NY-MAGIC is a fully licensed and admitted writer of Excess Workers’ Compensation Insurance in the State of California. The company is rated “A” Category “VIII” by A.M. Best & Company (NAIC#16608).

Specific Excess Insurance

Excess Workers’ Compensation: Statutory per occurrence excess of \$500,000

Employers Liability: \$1,000,000 Limit


Term of Coverage

Effective Date: January 1, 2015

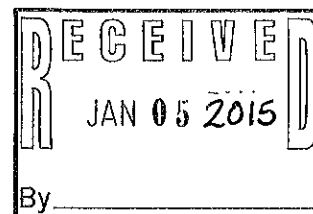
Expiration: January 1, 2016

Please contact me if you should have any questions or require additional information. Thank you.

Sincerely,



Jacqueline Harris
Director of Underwriting



STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
OFFICE OF THE DIRECTOR

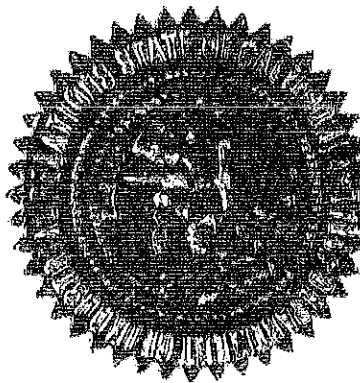
NUMBER 4515

CERTIFICATE OF CONSENT TO SELF-INSURE

THIS IS TO CERTIFY, That Quality Comp, Inc.
(a corporation)

has complied with the requirements of the Director of Industrial Relations under the provisions of Sections 3700 to 3705, inclusive, of the Labor Code of the State of California and is hereby granted this Certificate of Consent to Self-Insure.

This certificate may be revoked at any time for good cause shown.*



EFFECTIVE:

THE 1st DAY OF December, 2004

DEPARTMENT OF INDUSTRIAL RELATIONS
OF THE STATE OF CALIFORNIA

John M. Rea
JOHN M. REA

DIRECTOR

Mark T. Johnson
MARK T. JOHNSON
MANAGER

* Revocation of Certificate.—“A certificate of consent to self-insure may be revoked by the Director of Industrial Relations at any time for good cause after a hearing. Good cause includes, among other things, the impairment of the solvency of such employer, the inability of the employer to fulfill his obligations, or the practice by such employer or his agent in charge of the administration of obligations under this division of any of the following: (a) Habitually and as a matter of practice and custom inducing claimants for compensation to accept less than the compensation due or making it necessary for them to resort to proceedings against the employer to secure the compensation due; (b) Discharging his compensation obligations in a dishonest manner; (c) Discharging his compensation obligations in such a manner as to cause injury to the public or those dealing with him.” (Section 3702 of Labor Code.) The Certificate may be revoked for noncompliance with Title 8, California Administrative Code, Group 2—Administration of Self-Insurance.

DEPARTMENT OF INDUSTRIAL RELATIONS

OFFICE OF SELF-INSURANCE PLANS

11050 Olson Drive, Suite 230

Rancho Cordova, CA. 95670

Phone No. (916) 464-7000

FAX (916) 464-7007



CERTIFICATION OF SELF-INSURANCE OF WORKERS' COMPENSATION

TO WHOM IT MAY CONCERN:

This certifies that Certificate of Consent to Self-Insure No. 4515 was issued by the Director of Industrial Relations to:

Quality Comp, Inc.under the provisions of Section 3700, Labor Code of California with an effective date of **December 1, 2004**. The certificate is currently in full force and effective.

Dated at Sacramento, California

This day the 16th of December 2014

A handwritten signature in black ink, appearing to read 'Jon Wroten'.

Jon Wroten, Chief

ORIG: Jackie Harris
Underwriting & Operations Manager
Monument Insurance Services
255 Great Valley Pkwy., Ste 200
Malvern, Pa 19355

