

**Agreement  
between the  
Monterey County Workforce Development Board (WDB)  
And Arbor E&T, LLC dba ResCare Workforce Services  
for Provision of Workforce Innovation and Opportunity Act (WIOA)  
One Stop Operator Services**

**I. DECLARATION**

This Agreement is entered into by and between the MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD, (hereinafter referred to as the WDB) and Arbor E & T, LLC, doing business as ResCare Workforce Services (hereinafter referred to as “Contractor”).

The purpose of this Agreement is to formalize the working relationship and establish the roles and responsibilities of the WDB and Contractor for the provision of Workforce Innovation and Opportunity Act (WIOA) One Stop Operator services.

The scope of services, AJCC/ One Stop access points and/or locations where customers are to be served, and expected deliverables are specified in Exhibit A – Scope of Services and budget summaries are specified in Exhibit B1 – Budget Summary and Exhibit B2 – Budget Narrative, incorporated herein by reference.

**II. BACKGROUND**

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

By entering into this Agreement, Contractor agrees to provide One Stop Operator services for job seekers, employers/businesses, and WIOA-mandated One Stop system partners. Contractor agrees that all Workforce Development Board policies set forth in Exhibit E must be adhered to.

**III. GENERAL AREA OF RESPONSIBILITY**

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

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

#### **IV. GENERAL PROVISIONS**

##### **A. TERM**

This Agreement shall commence effective **January 1, 2018** and remain in full force and effective through **June 30, 2019**, unless sooner terminated as provided herein. WDB may terminate this Agreement by giving ninety (90) calendar days written notice to Contractor, with or without cause. If WDB terminates this Agreement, WDB may proceed to direct available funding to another provider of One Stop Operator services. This Agreement is contingent upon available funding.

The Monterey County WDB has the right to renew the Contract for a single (1) additional one (1) year term, for Program Year 2019-2020, with thirty (30) days written notice to the Contractor before the expiration of the initial term of the Agreement. Renewal will be contingent on Contractor's satisfactory achievement of agreed upon performance measures, availability of funding, and agreement to the renewal determination by the WDB and Chief Elected Official – the Monterey County Board of Supervisors – of the local Monterey County workforce development area. In the event the Monterey County WDB exercises its right of renewal, all terms and conditions, requirements and specifications of this Agreement shall remain the same and apply during renewal terms. This Agreement will not automatically renew.

##### **B. CONTRACT ADMINISTRATORS**

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

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

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

##### **C. FISCAL / REPORTING**

1. Funding available for the project term of January 1, 2018 to June 30, 2019 is \$125,000. The budget summaries are detailed in the attached Exhibits B1 and B2.
2. WDB shall serve as the fiscal agent for this Agreement and as such will bear primary responsibility for expenditure reporting to the State, processing of Contractor's reimbursements, and tracking of funds.

3. Subject to receipt of funds from the State, WDB's fiscal office shall approve the reimbursement for services rendered as outlined in Exhibits B1 and B2 of this Agreement. WDB will provide Contractor with the invoice format for submitting monthly claims for reimbursement (see example Claim Form in Exhibit B1, tab 2). WDB shall reimburse Contractor for allowable expenditures claimed, within forty-five (45) calendar days after timely receipt of Contractor's properly completed and documented invoice for reimbursement, or as soon thereafter as is reasonable, provided Contractor is following the terms and conditions of this Agreement. Contractor may not assign any additional costs or fees to any participants or other funding sources outside those identified within this Agreement.
4. Contractor's invoice to request reimbursement for costs incurred must report all expenses as either Adult, Dislocated Worker, or Youth. This reporting category may change based on direction from the State of California, Employment Development Department. WDB will notify Contractor of any changes.
5. Contractor will provide services under this Agreement and manage the program and service delivery to the target customer population as set forth in the attached Scope of Services, Exhibit A.

#### **D. COMMUNICATION**

Contractor shall provide the specified services through processes established by the WDB and in compliance with applicable local, state, and federal regulations. Contractor shall provide all duties and services to system partners, job seekers, and employers/businesses as specified in the attached Exhibit A. Meetings between Contractor and WDB shall be scheduled, as needed, to discuss Contractor performance and other issues that affect either party to this Agreement.

Contractor shall work cooperatively with the WIOA Title I Adult and Dislocated services provider and all partners specified in the MOU Phase I, which may be referenced online at [www.montereycountywdb.org](http://www.montereycountywdb.org).

Contractor's Monthly Reporting template is included as Exhibit C of this agreement. The report shall be used by the WDB in assessing program performance.

At a minimum, during the term of this Agreement, Contractor will provide management reports to the WDB no later than one week prior to the monthly meetings of the WDB Executive Committee for the reporting month. Contractor shall use the Monthly Program Status Report template provided by the WDB in Exhibit C to outline customer visits, partner referrals, and customer satisfaction results achieved to date.

#### **E. INDEMNIFICATION**

Contractor shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or

corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Contractor's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "Contractor's performance" includes Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents and subcontractors.

## F. INSURANCE

**Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies. This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

**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.

**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 \$4,000,000 per occurrence.

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$2,000,000 per occurrence.

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 statutory limits or \$2,000,000 each person, \$2,000,000 each accident and \$2,000,000 each disease.

Professional liability insurance, **if required** for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$3,000,000 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.

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

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

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

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

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.

## **G. NOTICE**

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

Michael Vu	Chris Donnelly	Notice Copy to:
Regional Vice-President	Executive Director	
Arbor E & T, LLC d/b/a	Monterey County	ResCare, Inc.
ResCare Workforce Services	Workforce Development Board (WDB)	Attn: Office of General Counsel
9901 Linn Station Rd	1441 Schilling Place, North	990 Linn Station Rd
Louisville, KY 40223	Salinas, CA 93901	Louisville, KY 40223
(714)349-9739	(831) 759-6644	
Michaelvu@rescare.com	Donnelly.c@co.monterey.ca.us	

## **H. CONSTRUCTION, INTERPRETATION AND INTEGRATION OF AGREEMENT**

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

## **I. NON-EXCLUSIVE AGREEMENT**

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

## **J. EXHIBITS**

The following exhibits are attached hereto and incorporated by reference:

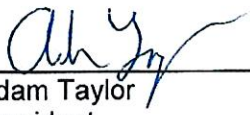
1. Exhibit A – Scope of Services
2. Exhibit B1 – Budget Summary
3. Exhibit B2 – Budget Narrative
4. Exhibit C – Monthly Reporting template
5. Exhibit D – WIOA Compliance, Certifications, and Assurances
6. Exhibit E – Workforce Development Board Policies

1. Exhibit A – Scope of Services
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6. Exhibit E – Workforce Development Board Policies


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

BY: \_\_\_\_\_  
Christopher Donnelly  
Executive Director  
Monterey County Workforce Development Board

\_\_\_\_\_  
Date

BY:  \_\_\_\_\_  
Adam Taylor  
President  
Arbor E & T, LLC dba ResCare Workforce Services

12/14/17  
\_\_\_\_\_  
Date

BY:  \_\_\_\_\_  
Name MICHAEL Vu  
Title VICE PRESIDENT  
Arbor E & T, LLC dba ResCare Workforce Services

12.19.17  
\_\_\_\_\_  
Date

## EXHIBIT A

### SCOPE OF SERVICES

WIOA One Stop Operator  
January 1, 2018 through June 30, 2018

- I. **PROJECT OVERVIEW:** The purpose of this agreement is to formalize the working relationship and establish the roles and responsibilities of the Monterey County Workforce Development Board (WDB) and Arbor E & T, LLC, doing business as ResCare Workforce Services (Contractor) for the provision of WIOA One Stop Operator services. The Workforce Innovation and Opportunity Act (WIOA) establishes a requirement that WIOA programs be coordinated by a One Stop Operator.
- II. **PROJECT PERIOD:** January 1, 2018 through June 30, 2019.
- III. **COORDINATION OF SERVICES AND DESIGNATED SERVICE AREAS:** Contractor shall carry out One Stop Operator services for the America's Job Center of California (AJCC)/One Stop delivery system in Monterey County at the following designated service areas, by ensuring WIOA One Stop services are available to customers.

The WDB expects that Contractor will have a full time physical presence at the comprehensive AJCC/One Stop in Salinas and will provide oversight of the two satellite locations in Marina and Greenfield, and will fulfill its responsibilities in coordination with and under the direction of the WDB.

	<b>Comprehensive AJCC: Salinas</b>	<b>Satellite AJCC: Marina</b>	<b>Satellite AJCC: Greenfield</b>
<b>Address:</b>	Salinas Airport Business Park 730 La Guardia Street Salinas, CA 93905	MBEST 3180 Imjin Road Suite, #157 Marina, CA 93933	City of Greenfield / Civic Center 599 El Camino Real Greenfield, CA 93927
<b>Phone:</b>	(831) 796-3600	(831) 337-4320 or (831) 899-8111	(831) 856-5181/5182
<b>Hours of Operation:</b>	Mon– Fri, 8am-5pm, except legal holidays	Mon, Tues & Thurs, 10am- Noon & 1-5:00pm, except on legal holidays.	Mon-Fri, 8:30am-4:30pm, except on legal holidays.

#### IV. **DUTIES AND RESPONSIBILITIES:**

##### A. **One Stop Operator Role and Responsibilities:**

The primary functions of the One Stop Operator are to ensure coordination of partners within the Monterey County AJCCs, ensure the smooth daily operation of the AJCCs, coordinate the delivery of career services and other WIOA services between all AJCC/One Stop providers, and to communicate and coordinate regarding the same with WDB staff. The WDB defines Contractor's responsibilities as follows, in accordance with WIOA requirements and WDB priorities:

- i. Provide functional coordination of all AJCC/One Stop delivery system required services, including all services provided by entities that have entered the partner Memorandum of Understanding (MOU) Phase I, in accordance with WIOA. Reference MOU Phase I online at: [www.montereycountywdb.org](http://www.montereycountywdb.org);
- ii. Coordinate AJCC/One Stop activities with WDB staff;
- iii. Foster an integrated organizational structure that is market driven and offers value-added services to job seekers;



- iv. Promote AJCC/One Stop partner participation in collective accountability that recognizes system WIOA Common Measures performance outcomes in addition to individual partner program outcomes;
- v. Provide AJCC/One Stop partners with information and communication needed for their optimal performance as part of the AJCC/One Stop delivery system;
- vi. Increase customer satisfaction by developing flows and processes that are driven by feedback and surveys from both business/employer and job seeker customers;
- vii. Promote adoption of creative and innovative methods and best practices in the delivery of required services;
- viii. Ensure that the comprehensive AJCC meets the *Hallmarks of Excellence AJCC Certification* requirements as detailed in the Workforce Services Directive Number WSD16-20 (Certification Process for Comprehensive AJCCs): [http://www.edd.ca.gov/Jobs\\_and\\_Training/pubs/wsd16-20.pdf](http://www.edd.ca.gov/Jobs_and_Training/pubs/wsd16-20.pdf);
- ix. Support WDB initiatives by coordinating with the AJCC/One Stop partners to direct customers to career pathways in identified priority industry sectors;
- x. Assure the delivery of services to individuals at the AJCC/One Stop with limited English proficiency, disabilities, or other significant barriers;
- xi. Implement and enforce WDB-approved internal operational policies and guidelines governing the AJCC/One Stop (e.g. days/hours of operation, customer service expectations, etc.) that will outline the responsibilities and objectives of the AJCC/One Stop partners;
- xii. Ensure AJCC/One Stop partners follow and maintain compliance with any current and future WDB policy especially those that concern: fiscal responsibilities of the day-to-day operations of the AJCC/One Stop; Equal Employment Opportunities in the provision of and access to AJCC/One Stop services, and compliance with the Americans with Disabilities Act to ensure the AJCC/One Stop is accessible to individuals with disabilities;
- xiii. Ensure that all partners co-located at the AJCC/One Stop implement and execute priority of service for qualifying veterans and/or their eligible spouses; recipients of public assistance; other low-income individuals; or individuals who are basic skills deficient;
- xiv. Identify professional development needs of workforce system staff and coordinate staff training with WDB Regional Training Coordinator to ensure AJCC/One Stop partners can adequately perform assigned roles and have functional knowledge of the policies, procedures, and unique characteristics of all co-located partner programs and maintain cultural competency; and
- xv. Ensure non-discrimination and equal opportunity in all programs and services delivered at the AJCC/One Stop. No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment based on race, color, religion, sex, national origin, disability, age, political affiliation, marital status, sexual orientation or identity, medical conditions or military/veteran status, and each customer shall have such rights as are available under any applicable federal, state, or local law prohibiting discrimination.
- xvi. Support any other Monterey County WDB grant funded projects or initiatives.

## **B. WDB Role and Responsibilities:**

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

- i. Provide Contractor with information and guidance on the Local and Regional Plan and priorities;
- ii. Provide Contractor with labor market and industry cluster information, especially on targeted industry clusters of interest to the WDB and high priority occupations;
- iii. Keep the Contractor informed on industry partnerships, incumbent worker grants, and other discretionary and/or competitive funds obtained and activities conducted with those funds;
- iv. Provide Contractor with reports on oversight monitoring and evaluation of AJCC/One Stop partners and activities;
- v. Keep Contractor fully apprised on WDB policies and initiatives;
- vi. Assess Contractor's performance. If the Contractor is not meeting expected performance levels, WDB staff may impose corrective action plans, sanctions and/or conduct additional monitoring to ensure Contractor meets performance outcomes. Contractor's failure to meet expected performance levels is cause for termination of this agreement; and
- vii. Provide Contractor with budget reports concerning the AJCC/One Stop operations.

**C. One Stop Operator Coordination of Partners:**

- i. Communication: Contractor is the point of contact regarding substantive AJCC/One Stop partners issues and the operations in the AJCC/One Stop.
- ii. Partner Meetings: Contractor shall work with WDB staff to convene and facilitate regular partner meetings to address issues affecting the delivery of services (e.g. partner collaboration, partner MOU compliance, process improvement, improvement of customer service, development of Career Pathways, etc.). Specifically, contractor shall:
  - 1) Convene partner meetings on a (to-be) determined schedule to discuss and share general information; updates to the WIOA and local programs; AJCC/One Stop visitor traffic and activities; performance outcomes; and continuous improvement recommendations;
  - 2) Ensure meeting dates, times, and locations are mutually agreed upon by attendees;
  - 3) Provide meeting notes to attendees after each meeting;
  - 4) Ensure relevant stakeholders are invited and engaged; and
  - 5) Report back to the WDB on any specific projects/initiatives/data, as requested.
  - 6) Contractor shall develop a schedule and invite list for partner meetings by February 15, 2018.
- iii. Customer Service Flow: Contract will develop, in coordination with system partners and parties to the MOU Phase I, a customer service flow chart for the AJCC by April 1, 2018.
- iv. Performance: Contractor is responsible for assisting the AJCC/One Stop partners with achieving the WIOA Common Measures performance outcomes.
- v. Staff Training: In coordination with the designated Regional Training Coordinator, Contractor will develop a training and staff development plan to include initial and ongoing training topics and schedule of projected training dates by April 1, 2018.

**D. One Stop Operator and Referrals to WIOA Partners:**

Contractor is a mandated partner in the America's Job Center of California (AJCC) / One Stop delivery system. As such, Contractor is part of a continuum of services and must work in collaboration with WIOA required partners, as required under the Memorandum of Understanding (MOU) between the WDB and the partners of the AJCC / One Stop delivery system. Contractor will be expected to develop or maintain appropriate mechanisms of referrals to ensure that participants can access the services that they require supporting their success. Contractor will be expected to identify areas of participant need apart from WIOA services and to ensure that appropriate partners, in addition to those party to the MOU Phase I, are engaged in the One Stop delivery system to ensure that participant need is met. Reference Partners & Community Links online at: [www.montereycountywdb.org/partners/](http://www.montereycountywdb.org/partners/).

#### **E. One Stop Operator Reporting:**

- i. At a minimum, during the term of this Agreement, Contractor will provide management reports to the WDB no later than one week prior to the meeting of the WDB committees for the reporting month. Contractor will be required to report its monthly performance using Exhibit C – Monthly One Stop Operator Status Report, of this agreement. Contractor will submit all monthly updates no later than the close of business on the due date.
- ii. Contractor will track and report the following measures to the WDB monthly:
  - 1) AJCC/One Stop visitor traffic, overall usage, and service information;
  - 2) Referrals to AJCC/One Stop partner agencies;
  - 3) Customer satisfaction for businesses/employers and job seekers;
  - 4) Partner satisfaction survey (quarterly survey and reporting only)
  - 5) AJCC/One Stop partner training participation; and
  - 6) Operations, performance and continuous improvement opportunities/recommendations.
- iii. Contractor is responsible for assisting the AJCC/One Stop partners with reporting the WIOA Common Measures performance outcomes.
- iv. Contractor shall submit a closeout packet to the WDB fiscal staff within fifteen (15) days of receipt of final payment on this agreement. The closeout packet will consist of a closeout summary of WIOA expenditures, a subrecipient release form, a subrecipient assignment of funds, rebates and credits form, a property certification form and property inventory listing (as applicable). The forms will be provided by WDB staff before the closeout period. Submission of the closeout documents does not prevent WDB from collecting any disallowed costs uncovered during an audit.
- v. Contractor will submit additional reports upon request by WDB staff.
- vi. In addition, regional collaboration and reporting will be required under WIOA. Contractor will be required to participate in regional workforce development tasks. The level of participation and roles that Contractor will play will be determined by the WDB.
- vii. WDB will be responsible for reporting to the State and will field all requests from the Chief Elected Official—the County Board of Supervisors, WDB members, the media, and other interested stakeholders. Contractor will be expected to respond to reporting requests made by the WDB in a prompt and timely manner.

#### **F. One Stop Operator Continuous Quality Improvement (CQI) Activities**

Contractor shall perform ongoing analysis of AJCC/One Stop operations and shall conduct appropriate problem solving, continuous improvement, and corrective action activities to include:

- i. Contractor will develop a customer satisfaction survey and other satisfaction measurement tools for presentation to and approval by the Executive Committee of the WDB by March 13, 2018.
- ii. Contractor will identify and convene partners for participation in a CQI team.

**G. Evaluation of Contractor:**

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

**H. Records and Audits of Contractor:**

i. **Establishment and Maintenance of Records:** Contractor shall maintain records, including, but not limited to books, financial records, supporting documents, statistical records, personnel, property, and all other pertinent records sufficient to properly reflect:

- 1) All direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this agreement; and
- 2) All other matters covered by this agreement. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the WDB.

ii. **Preservation of Records:** Contractor shall preserve and make available its records for three (3) years from the date of final payment of this agreement. If at the end of the three (3) years, there is litigation or an audit involving those records, Contractor will retain records until the resolution of such litigation or audit.

**I. Branding:**

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

**J. Budget Modification:**

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

**K. Dispute Resolution:**

Contractor shall identify and facilitate the timely resolution of complaints, problems, and other issues, by following the dispute resolution process outlined in the MOU Phase I. Reference MOU Phase I online at: [www.montereycountywdb.org](http://www.montereycountywdb.org).

# EXHIBIT B1

## BUDGET SUMMARY

WIOA One-Stop Operator  
January 1, 2018 through June 30, 2019

ONE-STOP OPERATOR WORKFORCE INNOVATION AND OPPORTUNITY ACT				
Organization:	Arbor E & T, LLC dba ResCare Workforce Services			
Contract Year:				
<b>OPERATING COSTS</b>				
<b>A. SALARIES AND FRINGE BENEFITS</b>	<b>Salary</b>	<b>FTE Allocated to Contract</b>		<b>Total Cost to Contract</b>
Position Title				
One Stop Operator	103,928	0.75		\$ 77,946
Project Accountant	122,823	0.02		\$ 2,456
<b>Subtotal Salaries and Fringe Benefits</b>	<b>226,751</b>	<b>0.77</b>		<b>\$ 80,402</b>
<b>B. OTHER OPERATING</b>				
Advertising			900	900
Audit			250	250
Copying/Printing			0	0
Dues/Membership			0	0
Equipment Lease/Purchase/Maintenance			0	0
Facilities Rent/Maintenance			0	0
Insurance			869	869
Legal Fees			0	0
Meeting Room Rent			0	0
Misc (License, Tax, Other Fees)			0	0
Postage			990	990
Publications			0	0
Staff Development			1,000	1,000
Staff Travel			15,818	15,818
Supplies (Not Testing)			900	900
Telephone			1,350	1,350
Computer/Technology			0	0
Other (Specify)			247	247
<b>Subtotal Other Operating</b>			<b>22,324</b>	<b>22,324</b>
<b>C. Indirect Cost</b>			<b>10,910</b>	<b>\$10,910</b>
<b>D. Profit</b>			<b>11,364</b>	<b>\$11,364</b>
<b>TOTAL BUDGET</b>			<b>125,000</b>	<b>\$125,000</b>

Agreement Between Monterey County WDB and Arbor E T, LLC, doing business as ResCare Workforce Services  
WIOA One Stop Operator Services  
01/01/18 – 06/30/19

# Invoice

## WIOA One-Stop Operator Program 2017-18

### Monterey County Workforce Development Board

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

Invoice #: 100

Date:

Expenditure for  
the month of: Jan-18

### Agency:

ResCare Workforce Services  
9901 Linn Station Road  
Louisville, KY 40223

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

Monthly Obligations:	
Monthly Program Income:	
Accrued Expenditures:	

EXHIBIT B2

BUDGET Narrative  
WIOA One-Stop Operator  
January 1, 2018 through June 30, 2019

The narrative details each line item from the budget.

**Salaries and Fringe Benefits \$80,402**

Salaries (\$63,825): for a .75 FTE One Stop Operator and a .02 FTE Project Accountant.

Fringe Benefits (\$16,577): The following fringe benefits and taxes have been budgeted in the total cost. Each calculation is based on a percentage of the total wages from above (\$63,825). The cost of fringe benefits represents 25.97% of salary costs.

- FICA payroll taxes are calculated as 7.65% of total wages and equals \$4,883.
- Federal unemployment is calculated as 0.60% of total wages and equals \$383.
- State unemployment is calculated as 0.87% of total wages and equals \$558.
- Medical benefits/health insurance is calculated as 9.19 % of total wages and equals \$5,864. This was determined based on current employer costs related to health insurance benefits including estimated enrollment rates. All full-time employees have access to medical, dental, and vision insurance. Newly hired employees become eligible for health benefits after the second month of employment.
- Workers' Compensation is calculated as 7.63% of total wages and equals \$4,870.
- Upon hire, staff may elect to make employee contributions. Employees with 12 months' tenure, who participate in the pension program, may receive employer contributions/matches. Pension/401k is calculated as 1% of the Project Accountant's wages and equals \$20.

**Advertising \$900** Expenses associated with outreach to businesses and job seekers as well as marketing the services offered at the AJCC, and includes the design and printing of brochures, flyers, posters, and other materials. This is calculated as \$50 per month for 18 months and equals \$900.

**Audit \$250** Costs of annual outside audit required to receive federal funds. The cost of the audit is calculated as 0.20% of revenue and equals \$250.

**Insurance \$869** This project's portion of the cost of General and Professional Liability insurance is calculated as \$6.95 per \$1,000 of revenue and equals \$869.

**Postage \$990** Postage and courier fees for communication with the corporate office and other mailing activities are calculated as \$55 per month for 18 months and equals \$990.

**Staff Development \$1,000** Professional development through ResCare Talent System™, online proprietary library of more than 1,500 professional and personal skill development courses provided to all employees. Courses are available in Business Skills, Compliance, Leadership, Personal and Professional Development, and Management Training. There are no direct costs associated with the use of ResCare Talent System. To stay abreast of national and local workforce development industry trends, costs related to registration for conferences and trainings are included at \$1,000 per contract period.

EXHIBIT B2

BUDGET Narrative  
WIOA One-Stop Operator  
January 1, 2018 through June 30, 2019

**Staff Travel \$15,818** Costs associated with in-state travel as well as ResCare 's quarterly and annual leadership meetings. Costs include airfare, lodging, and meals and equal \$2,800. In order to operate this program efficiently and effectively, the Operator will travel throughout the region to meet with current partners and other community organizations that may be interested in collaborating with the AJCC. Therefore, we have budgeted for mileage reimbursement using the rate of \$0.54 per mile. Based on the size of the region, we anticipate reimbursing an average of 1,339.3 miles per month. This equals \$13,018 for 18 months.

**Supplies (Not Testing) \$900** Consumable office and printer supplies include, but are not limited to, pens, folders, paper, toner, etc. costs estimated to be \$900 for 18 months.

**Telephone \$1,350** Cell phones are provided in order for team members to effectively communicate and promptly respond to external customers, internal management, partner organizations, and the Board while the Operator is away from the office, traveling for business, or during non-business hours. ResCare provides \$75 per month for 18 months to cover cell phone costs for the Operator; equals \$1,350.

**Other (Specify) \$247** Background checks and drug screens as part of hiring process; budget includes 2 checks at \$55 per check, which equals \$110. This estimate includes 1 additional check to account for failed testing or turnover. Employee payroll processing, performed by ADP, is calculated as \$10 per month per FTE for 18 months for a total of 0.77 FTEs. This includes the cost of preparation and distribution of employee payroll and equals \$137.

**Indirect Cost \$10,910** Indirect costs represent those common costs associated with operations based on the modified total direct method to establish an indirect rate, which is independently audited for accuracy. Expenses includes such items as salaries, fringe benefits, and travel associated with the support provided by Regional Directors, ResCare's Service Delivery Team, and other ResCare leadership. Additionally, it covers administration, professional services, and other miscellaneous items. Indirect is calculated as 10.62% of total direct cost and equals \$10,910.

**Management Fee \$11,364** Management Fee factors in the complexity of the work to be performed, risk borne by, and benefit received due to significant investment in the tools and resources, transition costs, the amount of the contract, and quality of past performance. This is calculated as \$631.34 per month for 18 months and equals \$11,364.

**Total Budget Amount \$125,000**



**EXHIBIT C**  
**Monthly One-Stop Operator Status Report**  
January 1, 2018 through June 30, 2019

Reporting Month:	Current Month			Year To Date		
	Salinas	Marina	Greenfield	Salinas	Marina	Greenfield
<b>1. Number of AJCC visits</b>						
<b>2. Number of AJCC visits by partner, as follows:</b>						
EDD						
DOR						
WIOA - Adult						
WIOA - DW						
WIOA - Youth						
CalWORKS (TANF)						
Adult Education						
Community College						
Senior Community Svcs Employment Program						
<i>Other Partners:</i>						
<i>Other Partners:</i>						
<b>3. Number of referrals to partners, as follows:</b>						
EDD						
DOR						
WIOA - Adult						
WIOA - DW						
WIOA - Youth						
CalWORKS (TANF)						
Adult Education						
Community College						
Senior Community Svcs Employment Program						
<i>Other Partners:</i>						
<i>Other Partners:</i>						
<b>4. Customer satisfaction rating, as follows:</b>						
Job Seekers surveys completed						
Businesses surveys completed						
Partner surveys completed (quarterly only)						
% of customers satisfied with AJCC						
<b>5. AJCC Partner training participation, as follows:</b>						

**EXHIBIT C**  
**Monthly One-Stop Operator Status Report**  
January 1, 2018 through June 30, 2019

EDD						
DOR						
WIOA - Adult						
WIOA - DW						
WIOA - Youth						
CalWORKS (TANF)						
Adult Education						
Community College						
Senior Community Svcs Employment Program						
<i>Other Partners:</i>						
<i>Other Partners:</i>						

AJCC - America's Job Center of California (AJCC) / One-Stop delivery system, located in Monterey County

EDD - Employment Development Department

DOR - Department of Rehabilitation

WIOA - Workforce Innovation and Opportunity Act (WIOA) Title I

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

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The following applies to all programs and/or projects funded under the Workforce Innovation and Opportunity Act (WIOA) conducted by Arbor E & T, LLC, doing business as ResCare Workforce Services, which is hereinafter referred to as "CONTRACTOR".

**1. COMPLIANCE**

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

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

**2. CERTIFICATIONS / ASSURANCES**

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

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

denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution, regarding separation of church and state.

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

- (3) Are not presently indicted for, or otherwise criminally or civilly charged by a government entity (Federal, State or local), with commission of any of the offenses enumerated in Section 2 of this Debarment and Suspension Certification.
- (4) Have not, within a three-year period preceding this Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default. Where CONTRACTOR is unable to certify to any of the statements in this Debarment and Suspension Certification, it shall attach an explanation to this Agreement.
- k. **Mandatory Disclosures:** All WIOA and Wagner-Peyser recipients of Federal awards must disclose, as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or the WDB, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.
- l. **Lobbying Certification:** By signing this AGREEMENT CONTRACTOR hereby assures and certifies to compliance with the lobbying restrictions which are codified in the DOL regulations at Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR 2900, as follows:
- (1) No Federal appropriated funds have been paid, by or on behalf of CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant loan, or cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) CONTRACTOR shall require that the language of the lobbying restrictions be included in the award documents for Agreement transactions over \$100,000 (per OMB) at all tiers (including AGREEMENTs, contracts, and subcontracts, under grants, loan, or cooperative Agreements), and that all subrecipients shall certify and disclose accordingly.
- (4) This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- m. **Priority Hiring Considerations:** If this AGREEMENT includes services in excess of \$200,000, CONTRACTOR shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Section Code 11200 in accordance with Public Contract Code §10353.
- n. **Sweatfree Code of Conduct:** All CONTRACTORS that contract for the procurement or laundering of apparel, garments, or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies furnished to the State pursuant to the contract have been laundered or produced, in whole or in part, by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. CONTRACTOR further declares under penalty of perjury that it will adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108. CONTRACTOR agrees to cooperate fully in providing reasonable access to CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the WDB, State of California EDD, the Department of Industrial Relations, or the Department of Justice to determine CONTRACTOR's compliance with the requirements of the Sweatfree Code of Conduct.

- o. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected hereby.
- p. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**
- (1) The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188.
- a. As a condition to the Agreement of financial assistance from the DOL under WIOA, CONTRACTOR assures that it will comply fully with the non-discrimination and equal opportunity provisions of the following laws:
- i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA financially assisted program or activity;
- ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
- b. CONTRACTOR also assures that it will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, and all other regulations implementing the laws listed above. This assurance applies to CONTRACTOR's operation of the WIOA financially assisted program or activity, and to all Agreements that CONTRACTOR makes to carry out the WIOA financially assisted program or activity. CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.
- c. This CONTRACTOR shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- (2) CONTRACTOR will take affirmative action to assure that no individual will be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration or in connection with any services or activities authorized under the WIOA in violation of any applicable nondiscrimination law, including laws prohibiting discrimination on the basis of age, race, sex, color, religion, national origin, disability, political affiliation or belief. All complaints alleging discrimination must be filed and processed according to the procedures in the applicable DOL nondiscrimination regulations.
- (3) CONTRACTOR will assure that discriminatory job orders will not be accepted, except where the stated requirement is a bona fide occupational qualification (BFOQ). See, generally, 42 U.S.C. 2000(e)–2(e), 29 CFR parts 1604, 1606, 1625. (3)
- (4) CONTRACTOR will assure that employment testing programs will comply with 41 CFR part 60–3 and 29 CFR part 32 and 29 CFR 1627.3(b)(iv).
- (5) CONTRACTOR agrees to conform to non-discrimination and equal opportunity requirements and procedures, including the WDB's grievance and complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statutes, regulations and policy. (Reference WDB Policy 2005-10 – Grievance and Complaint Procedures and policy attachments; <http://www.montereycountywib.org/policies/policies/>)

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

**q. Indemnification:**

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

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

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

- s. **Federal Funding Accountability and Transparency Act (FFATA):** As required by FFATA, recipients of Federal awards are required to report sub-award and executive compensation information. By signing this Agreement, CONTRACTOR hereby assures and certifies to comply with the provisions of FFATA, which includes requirements referenced in Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.
- t. **Air or Water Pollution Violation:** Under State laws, CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to any cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of Federal law relating to air or water pollution.
- u. **Clean Air Act and Federal Water Pollution Control Act:** All Agreements between the WDB and CONTRACTOR of Agreements in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### **3. STANDARDS OF CONDUCT**



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

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

#### 4. COORDINATION

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



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

## **5. SUBCONTRACTING**

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

## **6. RESOLUTION**

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

## **7. FUNDING**

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds. The parties hereby enter into this Agreement in advance of confirmation of the availability of funds for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the AGREEMENT was executed after that determination was made.
- b. This AGREEMENT is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State fiscal years covered by this Agreement for the purposes of this program and; (2) sufficient funds are made available to the State by the United States Government for the fiscal years covered by this AGREEMENT for the purposes of the programs described in the scope of services. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- c. At the expiration of the terms of this Agreement or upon termination prior to the expiration of this Agreement, funds not obligated for the purpose of this Agreement will be immediately remitted to the WDB, and shall no longer be available to CONTRACTOR.
- d. The WDB retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing CONTRACTOR is given prompt notice and the opportunity for an informal review of the WDB's decision. The Executive Director of the WDB or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of CONTRACTOR to comply with the provisions of this Agreement, or with the WIOA or regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.

## **8. FISCAL ACCOUNTABILITY**

- a. CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of

internal accounting controls that will provide reasonable assurance that WIOA assets are safeguarded against loss from unauthorized use or disposition, and that accounting transactions affecting WIOA fund accountability are properly charged and recorded by administrative and program cost categories to permit the preparation of accurate and supportable financial reports.

- b. CONTRACTOR will comply with controls, record keeping and fund accounting procedure requirements of WIOA, Federal and State regulations, and directives to ensure the proper accounting for program funds paid to CONTRACTOR by the WDB through a cost reimbursement process.
- c. This Agreement provides for the reimbursement of allowable costs that are identified and approved in the AGREEMENT budget, and incurred in the operation of the programs specified in the scope of services. Back-up documentation is required from CONTRACTOR to justify reimbursement payments made under this AGREEMENT.
- d. All expenditures must be reported on an accrual basis of accounting.
- e. No cost shall be allowed under this AGREEMENT which is not specifically identified in CONTRACTOR's approved budget. CONTRACTOR shall not transfer funds between cost categories or adjust designated "total budget" line items without prior written approval by the WDB (applicable to cost reimbursement contracts only). Invoices for reimbursement submitted by CONTRACTOR that include designated total line item expenditures above the total budget for that designated line item will not be paid until the cost overrun is reconciled. All limitations on expenditures specified in Federal and State fiscal requirements shall apply to this AGREEMENT.
- f. CONTRACTOR shall not charge nor receive compensation under this AGREEMENT for any services or expenses unless said services or expenses are directly and exclusively related to the purpose of this AGREEMENT. In addition, payment may not be received by CONTRACTOR from any other source for said services or expenses. Moreover, funds shall not be allowed for cost incurred before or after the effective dates of this AGREEMENT. CONTRACTOR shall not use WIOA funds as security or payment for obligations or as loans for activities of other funded programs.
- g. CONTRACTOR'S personnel whose time is charged to the budget under this AGREEMENT shall be paid on a pro-rata basis commensurate with the percentage of time devoted to the programs specified in the scope of services. Personnel costs including salary shall be reasonable. Employees of CONTRACTOR shall be compensated using WIOA funds under this AGREEMENT only for work performed under the terms of this AGREEMENT.
- h. The WDB shall not pay, and CONTRACTOR shall not request, payment for any accrued employee fringe benefits (including vacation and sick time), which were not accrued by CONTRACTOR's employees during the term of this AGREEMENT.
- i. In accordance with the requirements at 2 CFR 200.400(g), CONTRACTOR may not earn or keep any profit resulting from WIOA funds paid under this AGREEMENT, or other federal financial assistance.
- j. Any excess of revenue over costs incurred for services provided by CONTRACTOR must be included in program income. (WIOA secs. 194(7)(A)–(B)). Interest income earned on funds received under WIOA and Wagner-Peyser Act must be included in program income. (WIOA sec.194(7)(B)(iii)) Accordingly, these funds may be retained by CONTRACTOR to underwrite additional training or training related services pursuant to the project or program that generated them, consistent with the purposes of WIOA. When CONTRACTOR ultimately discontinues the provision of all WIOA training and/or services described in this AGREEMENT, program income remaining shall be returned to the WDB.
- k. CONTRACTOR shall make available to the WDB, upon request, a complete and detailed record or cost allocation of any expenses that are, in whole or in part, supported with program funds. This detailed account shall include percentages and total contributions from both WIOA and non-WIOA sources. Shared expenses may include, but are not necessarily limited to the following: staff salaries, facilities, equipment, etc.
- l. Travel expenses when permitted should be made at the agency rate per mile, but the rate cannot exceed the Agreement allowed by the Monterey County travel expense reimbursement policy, located online at: [http://www.co.monterey.ca.us/auditor/pdfs/county\\_travel\\_business\\_expense\\_policy\\_12-5-12.pdf](http://www.co.monterey.ca.us/auditor/pdfs/county_travel_business_expense_policy_12-5-12.pdf)

## **9. PAYMENT OF AUTHORIZED EXPENDITURES**

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

## **10. PERFORMANCE ACCOUNTABILITY**

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

## **11. MAINTENANCE OF EFFORT**

CONTRACTOR shall comply with the following maintenance of effort requirements:

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

- 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.

## 12. AMENDMENTS

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

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

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

## 13. REPORTING

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

## 14. TERMINATION

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

- a. **Termination for Convenience:** Either the WDB or CONTRACTOR may request a termination, in whole or in part, for convenience. CONTRACTOR will give a ninety (90) calendar day advance notice in writing to the WDB. The WDB will give a ninety (90) calendar day advance notice in writing to CONTRACTOR.
- b. **Termination for Cause:** The WDB may terminate this AGREEMENT, in whole or in part, when it has determined that CONTRACTOR has substantially violated a specific provision of the WIOA regulations, the Uniform Guidance, or implementing State legislation and corrective action 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 WDB will be addressed to:  
Executive Director  
Workforce Development Board (WDB)  
1441 Schilling Place, North  
Salinas, CA 93901

Notices to CONTRACTOR will be addressed to:

## **15. RECORDS MAINTENANCE & RETENTION**

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

## **16. AUDITS**

- a. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted in accordance with 2 CFR Part 200.514.
- b. CONTRACTOR will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. CONTRACTOR must follow the audit requirements (single audit or program-specific audit requirement) of Uniform Guidance 2 CFR, Part 200 and DOL Exceptions 2 CFR Part 2900.
- c. Auditors performing monitoring or audits of CONTRACTOR will immediately report to the WDB any incidents of fraud, abuse or other criminal activity in relation to this AGREEMENT, the WIOA or its regulations.

## **17. DISALLOWED COSTS**

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

## **18. CONFLICTS**

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

## **19. PROPERTY**

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

## **20. CONFIDENTIALITY REQUIREMENTS**

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

The WDB and CONTRACTOR agree that:

- a. Each party must recognize and safeguard personally identifiable information (PII) and information designated as sensitive in accordance with Uniform Guidance 2 CFR 200.303 – Safeguarding Personally Identifiable Information. CONTRACTOR must take reasonable measures to safeguard protected PII, as well as any information that the WDB designates as sensitive. Both CONTRACTOR and the WDB must meet the

requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information, located at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7872](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).

- b. Each party shall keep all information that is exchanged between them in the strictest confidence and make sure information available to their respective employees is only on a "need-to-know" basis.
- c. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- d. CONTRACTOR agrees that information obtained under this AGREEMENT will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this AGREEMENT.
  - (1) Aggregate Summaries: All reports and/or publications developed by CONTRACTOR based on data obtained under this AGREEMENT shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
  - (2) Publication: Prior to publication, CONTRACTOR shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
  - (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- e. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- f. CONTRACTOR shall notify the WDB of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (831) 759-6644 or (831) 796-6434. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. CONTRACTOR shall cooperate with the WDB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If CONTRACTOR learns of a breach in the security of the system which contains confidential data obtained under this AGREEMENT, then CONTRACTOR must provide notification to individuals pursuant to Civil Code Section 1798.82.
- g. CONTRACTOR shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this AGREEMENT. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- h. At no time will confidential data obtained pursuant to this AGREEMENT be placed on a mobile computing device or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- i. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, State and Federal laws.
- j. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.

- k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- l. If the WDB or CONTRACTOR enters into an AGREEMENT with a third-party to provide WIOA services, the WDB and CONTRACTOR agree to include these data and security and confidentiality requirements in the AGREEMENT with that third-party. In no event, shall said information be disclosed to any individual outside of that third-party's authorized staff, subCONTRACTOR(s), service CONTRACTORS, or employees.
- m. CONTRACTOR may, in its program operations, allow an individual to register for resume-distribution services at the same time the individual enrolls in the Virtual Job Center or CalJOBS. CONTRACTOR shall ensure that it and all subCONTRACTORS comply with the confidentiality requirements of this AGREEMENT and any other terms of this AGREEMENT that may be applicable. In addition, the following requirements must be adhered to by CONTRACTOR and its subCONTRACTORS:
  - (1) All client information submitted over the Internet to CONTRACTOR and/or subCONTRACTOR(s) databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Client's social security numbers must be stored in a separate database within CONTRACTOR and/or subCONTRACTOR(s) network of servers, and protected by a firewall and a secondary database server firewall or AES1 data encryption. If a CONTRACTOR and/or subCONTRACTOR(s) obtain confidential information, the AGREEMENT between CONTRACTOR and its subCONTRACTOR(s) must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. CONTRACTOR and/or subCONTRACTOR(s) should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case, the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later.
  - (2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using CONTRACTOR and/or subCONTRACTOR(s) services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in CONTRACTOR and subCONTRACTOR(s) AGREEMENT scope of services.
  - (3) CONTRACTOR must give an America's Job Center of California (Job Center) or One-Stop Career Center (One-Stop) client the option to use the Job Center or One-Stop services, including 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 WDB 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.



**List of Active Pending WDB Policies at [www.montereycountywdb.org](http://www.montereycountywdb.org)**

*As of August 2017*

EXHIBIT E

Policy Number	Name of Policy	Purpose of Policy <i>(Also includes comments)</i>
2016-03	Release of Confidential Unemployment Insurance Information	This policy provides guidance and establishes procedures regarding the process for Workforce Innovation and Opportunity Act (WIOA) Service Providers to obtain Unemployment Insurance (UI) claimant information from the Employment Development Department (EDD) for WIOA customers. Confidential UI information obtained by WIOA Service Providers utilizing the WIOA UI–Data Consent Authorization Form (DCAF) process outlined in this policy can be used as an acceptable documentation for the following Dislocated Worker (DW) Program eligibility criteria: Is eligible for or has exhausted entitlement to unemployment compensation.
2016-02	Handling and Protection of Personally Identifiable Information (PII)	The purpose of this policy is to provide guidance on compliance with the requirements of handling and protecting personally identifiable information (PII).
2016-01	WIOA Youth Program Requirements	This policy provides guidance and establishes the procedures regarding the WIOA youth program, including the 75 percent out-of-school youth and 20 percent work experience minimum expenditure requirements.
2015-01	WIOA Adult Priority of Service	This policy provides guidance and establishes the procedures regarding priority of service for recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient served with Workforce Innovation and Opportunity Act (WIOA) adult funds.
2013-01	Procurement Standards	The purpose of this policy is to provide guidance and procedures to be used by local recipients of WIOA funds regarding the purchase and procurement of goods and services.
2012-03	WIOA Training Expenditure Requirements	The purpose of this policy is to provide guidance on the implementation and tracking of training expenditure requirements imposed by Senate Bill (SB) 734. Effective PY 2016-17, local boards are required to spend at least 30% of the combined total of their Adult and Dislocated Worker WIOA formula fund allocations on workforce training services. This expenditure requirement does not apply to the youth funds. Up to 10% of the combined total of the Adult and Dislocated Worker formula fund allocation may be met by applying designated leveraged resources used for training services.
2012-01	Letters of Support & Commitment Policy	
2011-05	On-the-Job Training (OJT)	The purpose of this policy is to provide guidance and criteria used in the development of and the administration of On-the-Job Training (OJT) contracts in compliance with the DOL waiver granted to California under WIA Section 101(31)(B) which permits an increase in employer reimbursement for on-the-job training through a sliding scale (between 50% and up to 90%) based on the size of the business.
2011-04	Individual Training Accounts	The purpose of this policy is to provide guidelines for implementing ITAs that is flexible and maximizes informed customer choice in selecting an eligible training provider. This policy sets the training limit amount to \$5,000 (as funds are available) and duration of ITAs developed up to 12 months for eligible individuals funded under the Workforce Innovation and Opportunity Act (WIOA) within Monterey County.
2011-03	Tiered Service Levels – Core, Intensive and Training Services	This policy provides additional clarity and guidance to assist WIOA funded adult and dislocated worker clients through a tiered approach of three service levels under the provisions of the WIA for customers needing Core, Intensive and Training Services and which of those services require registration/enrollment into WIA and determination of income eligibility. The tiered service level does not apply to youth. <b>Policy Update Pending (to be revised to reflect Basic Career, Individualized, and Training Services according to WIOA)</b>
2011-02	Superseded by Policy #2015-01	n/a
2011-01	Lower Living Standard Income Level (LLSIL) and Poverty Guidelines; 9/22/2015 - updated and posted 2015 LLSIL Income Levels	Purpose is to provide the annual update of the LLSIL and Poverty Guidelines used to establish low-income status for WIOA Title I programs to determine income eligibility for youth, income eligibility for employed adults for certain services and self-ufficiency. Please Note: Required updates to the LLSIL chart attached to the policy will be done annually and automatically. <b>Policy Update Pending (to refelct 2016 levels).</b>
2010-02	WDB Definition of Adult and Dislocated Worker Eligibility Documentation and Verification	Review acceptable eligibility documentation and verification procedures.
2010-01	Monterey County WIOA Geographic Service Goals	Review service to WIOA eligible youth and adults by Geographic Area. Min. goal is 10%. Target goals: North 11%, Central 55%, West 16%, and South 18%.

**List of Active Pending WDB Policies at [www.montereycountywdb.org](http://www.montereycountywdb.org)**

*As of August 2017*

EXHIBIT E

<b>Policy Number</b>	<b>Name of Policy</b>	<b>Purpose of Policy <i>(Also includes comments)</i></b>
2008-04	Youth Eligibility Documentation and Verification	Review acceptable eligibility documentation and verification procedures. <b>Policy Update Pending (to reflect WIOA)</b>
2007-08	Financial Reporting Policy for WIOA Subrecipients	Effective July 1, 2007, all subrecipients are required to use the accrual basis of accounting and submit a summary of WIOA expenditure reports to the Monterey County Office for Employment Training's Fiscal Office on a monthly basis.
2007-06	Certificate and Credential Definition and Policy	Information on the definition and use of a certificate and the exclusion of a credential under the Department of Labor Common Measures.
2007-05	Ethics Training Policy	On October 7, 2005, the Governor signed Assembly Bill No. 1234, which requires ethics training to all local agency officials. This policy identifies the scope of training needed to successfully complete the ethics training requirement for all active MCWDB and Youth Committee members.
2007-04	Audit Resolution Policy	MCWDB and its subrecipients that award WIOA funds to lower-tier subrecipients must have written audit resolution policies and procedures that, at a minimum, follow the guidelines described in this policy.
2007-02	Accessibility Policy for Individuals with Disabilities	This policy requires that all program providers and subrecipients expending WIOA Title I funds shall comply with the WIA and Americans with Disabilities Act to offer a full array of services and coordinate a system of referrals to effectively serve people with disabilities who are ready to secure training or unsubsidized employment.
2006-01	Veteran's Priority of Service	Procedures that ensure that eligible veteran workers are given priority over nonveterans for all available services; and evidence or plan that ensures WIOA Adult and Dislocated Workers Program outreach efforts, written materials on available services and Web sites express and implement a priority of service to veterans.
2005-11	Mileage Reimbursement Policy for Youth Members of the Monterey County WDB Youth Committee	The purpose of this policy is to establish uniform travel rules and claiming procedures for active youth members of the County of Monterey WDB Youth Committee authorized to travel to and from Youth Committee meetings and special youth events.
2005-10 - <b>REVISED</b>	Grievance and Complaint Procedures	Title 20 Code of Federal Regulations (CFR) Section 667.600 requires the Monterey County WDB under Title I of WIA, establish and maintain a procedure for receiving and acting upon complaints from clients or other interested parties affected by the local workforce investment system, including One-Stop partners and providers of services. <b>Revision Required .</b>
2005-09 <b>REVISED</b>	Selective Service Registration	The purpose of this policy is to provide guidance regarding Selective Service registration requirements for participation in Workforce Innovation and Opportunity Act (WIOA) funded services. Additionally, this policy contains model questions to LWDA staff determine whether failure to register by a current or potential WIOA participant was knowing and willful.
2005-08	Industry Clusters	To be revised.
2005-07	Limited English Proficiency	Does the WIOA Title I subrecipient have a Plan that addresses the five elements? In addition to the five elements, does the plan include clear goals, management accountability, and opportunities for community input and planning?
2005-05	WDB Supportive Services Policy	Program operators authorized by the WDB to use WIOA Title I funds for support services must develop a written policy addressing the requirements of this policy.
2005-04	WDB Adult and Youth Service Strategy Goals Policy	WIOA Title I adult and youth service providers must meet the goals identified in this policy for all new enrollments. Participant percentage goals are set for Homeless, Out-of School, Offender, Disabled, TANF, Foster Care, Veterans, Older Workers, High School Dropouts, and Limited English demographic characteristics.
2005-03	WDB Protocol and Procedures Policy	This policy provides protocol for WDB and subcommittee meetings, and procedures for staffing and internal operations
2005-02	WDB Conference and Training Policy	This policy identifies the scope of training and the amount of funds required to successfully implement a conference and training program for WDB members. Training is required so that WDB members can perform their regulatory due diligence, comply with the WDB bylaws, and be advocates for legislative issues

**List of Active Pending WDB Policies at [www.montereycountywdb.org](http://www.montereycountywdb.org)**

*As of August 2017*

EXHIBIT E

<b>Policy Number</b>	<b>Name of Policy</b>	<b>Purpose of Policy <i>(Also includes comments)</i></b>
2004-03	Incident Reporting Policy	WDB ED contact info was updated. All affected parties were notified on Jan 26, 2011. This policy provides procedures for reporting incidents, including but not limited to criminal fraud, criminal abuse or other criminal activity and non-criminal complaints, such as waste of funds, to the Compliance Review Division (CRD) of the Employment Development Department (EDD) and the Department of Labor's (DOL) Office of Inspector General (OIG).
2004-02	Recovery of WIOA Title I Tuition and Training Refunds Policy	Program operators in receipt of WIOA funds must produce and maintain a written policy/procedure to ensure the recovery of unused WIOA tuition monies.
2003-15	Local WDB Definition of Local Dependency Policy	Add to existing youth policy 2008-04
2003-12	Local WDB Definition of Time Limitations for Application	To be revised.
2003-09	Unlikely to Return Policy - REVISED	Create DW local definitions policy.
2003-08	Sufficient to Demonstrate Attachment to the Workforce Policy	Create DW local definitions policy.
2003-07	Substantial Layoff Policy	Create DW local definitions policy.
2003-06	Difficulty Obtaining or Upgrading Employment for Displaced Homemakers Policy	Create DW local definitions policy.
2003-05	General Economic Conditions Policy	Create DW local definitions policy.
2003-04	General Announcement of Plant Closing Policy	Create DW local definitions policy.
2003-03	Local WDB definition of Deficient in Basic Literacy Skills Policy	Add to existing youth policy 2008-04



# CERTIFICATE OF LIABILITY INSURANCE

7/1/2018

DATE (MM/DD/YYYY)  
11/27/2017

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-969-6700	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>	
<b>INSURED</b> 1313363 Arbor E&T, LLC dba Res-Care Workforce Services 9901 Linn Station Road Louisville KY 40223	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> ACE American Insurance Company	<b>NAIC #</b> 22667
	<b>INSURER B:</b> Endurance American Insurance Company	10641
	<b>INSURER C:</b> See Attached	
	<b>INSURER D:</b> Indian Harbor Insurance Company	36940
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES RESCA01****CERTIFICATE NUMBER: 15079975****REVISION NUMBER: XXXXXXXX**


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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof. Liability <input checked="" type="checkbox"/> SexAbuse/Molestation GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	XSL G27867923 (OCCURRENCE FORM)	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	ISA H0905991A	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	XSC30000119101 (AUTO & EL ONLY)	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	SEE ATTACHED			<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Misc. Professional Lia.	N	N	MPP 0033978 07	7/1/2017	7/1/2018	\$5M claim/\$5M agg; Ded \$150K/claim

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

Certificate holder is amended to include: The County of Monterey, Its Officers, Agents and Employees.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

<b>15079975</b>  County of Monterey, Contracts/Purchasing Division 168 West Alisal St, 3rd Floor Salinas CA 93901	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b>  <b>AUTHORIZED REPRESENTATIVE</b>  
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ACORD 25 (2016/03)

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**RES-CARE, INC. AND ALL OF ITS SUBSIDIARIES  
CERTIFICATE CONTINUATION**

**WORKERS' COMPENSATION POLICIES**

WLR C64410519 (All Other States) - Indemnity Insurance Co. of North America, NAIC #43575; Eff. 7/1/2017 - 7/1/2018

WLR C64410520 (AZ, CA, MA) - ACE American Insurance Co., NAIC #22667; Eff. 7/1/2017 - 7/1/2018

WLR C64410532 (TN) - Agri General Insurance Co., NAIC #42757; Eff. 7/1/2017 - 7/1/2018

SCF C64410544 (WI) - ACE Fire Underwriters, NAIC #20702; Eff. 7/1/2017 - 7/1/2018

**OHIO EXCESS WORKERS' COMPENSATION**

SP 4055866 - Safety National Casualty Corporation, NAIC #15105; Eff 12/1/2016 - 12/1/2017

Cov. A - Statutory

Cov. B - \$1,000,000 Each Accident / \$1,000,000 Each Employee (Disease) / \$1,000,000 Agg. (Disease)

**WASHINGTON EXCESS WORKERS' COMPENSATION**

WCUC64410556 - ACE American Insurance Co., NAIC #22667; Eff. 7/1/2017 - 7/1/2018

Maximum Liability of Excess Insurer: \$2,000,000 / Retention: \$1,000,000

**TEXAS NON-SUBSCRIBER (EMPLOYER'S EXCESS INDEMNITY)**

EPG000007606 - North American Specialty Ins. Co., NAIC #29874; Eff. 6/27/2017 - 6/27/2018

\$25,000,000 per Occurrence / \$25,000,000 Aggregate

## ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured	Community Alternatives Missouri, Inc. and Arbor E&T, LLC		Endorsement Number 24
Policy Symbol XSL	Policy Number G27867923	Policy Period 07/01/2017 TO 07/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:**

**EXCESS COMMERCIAL GENERAL LIABILITY and PROFESSIONAL LIABILITY POLICY**

### SCHEDULE

**Name of Person or Organization:**

**Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.**

**WHO IS AN INSURED (Section II) is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule but only with respect to the liability arising out of your operations or premises owned or rented by you.**

**ADDITIONAL INSURED -  
DESIGNATED PERSONS OR ORGANIZATIONS**

Named Insured RES-CARE, INC.			Endorsement Number 4
Policy Symbol ISA	Policy Number H0905991A	Policy Period 07/01/2017 TO 07/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company)			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**This endorsement modifies insurance provided under the following:**

**BUSINESS AUTO COVERAGE FORM  
AUTO DEALERS COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
1. You.
  2. Any of your "employees" or agents.
  3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

DA-9U74b (03/16)  
Page 1 of 1

**NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED**

Named Insured Community Alternatives Missouri, Inc. and Arbor E&T, LLC			Endorsement Number 10
Policy Symbol XSL	Policy Number G27867923	Policy Period 07/01/2017 TO 07/01/2018	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**The endorsement modifies insurance provided under the following:**

**EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE****Schedule****Organization**

Any additional insured with whom you have agreed to provide such noncontributory insurance, pursuant to and as required under a written contract executed prior to the date of loss

**Additional Insured Endorsement**

*(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)*

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss and is primary (subject to satisfaction of the "retained limit"), meaning that we will not seek contribution from the other insurance available to the Additional Insured. Your "retained limit" still applies to such loss, and we will only pay the Additional Insured for the "ultimate net loss" in excess of the "retained limit" shown in the Declarations of this policy.



