

**Agreement  
between the  
Monterey County Workforce Development Board, the  
Monterey Peninsula Community College District, and the  
Hartnell Community College District**

**I. DECLARATION**

This Agreement is entered into by and between the MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD, (hereinafter referred to as WDB or MCWDB) and the Monterey Peninsula and Hartnell community college districts, (hereinafter referred respectively as “MPCCD” and “HCCD,” or collectively as “Contractors”).

The purpose of this Agreement is to formalize the working relationship and establish the roles and responsibilities of the WDB and Contractors for the provision of workforce training services.

The scope of services and payment provisions are specified in Exhibit A – Scope of Services, and the compensation for this Agreement is specified in Exhibit B – Compensation, incorporated herein by reference.

**II. BACKGROUND**

The Monterey County WDB, a government entity created by federal statute, the Workforce Innovation and Opportunity Act (WIOA) of 2014, is charged with overseeing the allocation of WIOA funds and the WIOA funded program operations of the America’s Job Center of California (AJCC) / One-Stop delivery system in Monterey County. The WIOA also mandated the identification of planning and service delivery regions comprised of local workforce development areas. In 2020, the California Workforce Development Board (CWDB) designated the local workforce development boards of Santa Cruz, Monterey, and San Benito counties as the “North Central Coast Regional Planning Unit,” or the “North Central Coast RPU.”

On behalf of the North Central Coast RPU, the MCWDB has received a non-WIOA \$1,150,000 Regional Equity and Recovery Partnerships (RERP) grant from the State to support additional enrollments into occupational training provided by the community colleges in the North Central Coast region. This agreement provides \$189,000 of RERP funding for occupational training courses at Monterey Peninsula and Hartnell community colleges at a cost not to exceed \$4,500 per participant.

MCWDB will apply WIOA and/or other funding should the actual cost of the occupational training course exceed the pre-established cost per participant amount of \$4,500 to ensure that RERP grant participants are able to attend the designated training courses. By entering into this Agreement, Contractors agree to provide RERP-funded workforce training services to cohorts of eligible program participants.

**III. GENERAL AREA OF RESPONSIBILITY**

The general areas of responsibility between the parties of this Agreement and the scope of

services to be provided are detailed in Exhibit A of this Agreement. Pursuant to Exhibit A, the parties expressly agree that Contractors shall be bound to comply with all the requirements of the RERP grant as set forth in Exhibits A and B.

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

**IV. GENERAL PROVISIONS**

**A. TERM**

This Agreement shall be effective retroactive to March 7, 2023 and remain in full force and effective through October 31, 2025 unless sooner terminated as provided herein. WDB may terminate this Agreement by giving thirty (30) calendar days' written notice to Contractors, with or without cause. This Agreement is contingent upon available funding; Therefore, WDB may terminate the contract effective immediately if funds are unavailable.

The WDB has the right to renew this Agreement for one (1) additional one (1) year term upon thirty (30) days written notice to the Contractors before the expiration of the initial term of the Agreement. Renewal will be contingent on Contractors' satisfactory provision of agreed upon workforce training services. In the event the WDB exercises its right of renewal, all terms and conditions, requirements and specifications of this Agreement shall remain the same and shall apply during renewal terms. This Agreement will not automatically renew. Renewals shall be in writing and signed by the parties.

**B. CONTRACT ADMINISTRATORS**

Contractors hereby designate the following individuals as Contract Administrators for the specific sections of the agreement that pertain to their several districts:

District	Community College Contract Administrators
MPCCD	Judith Cutting (or her successor), Dean of Instruction – Career Education, Public Safety, and Workforce Development
HCCD	Clint Cowden (or his successor), Dean of Academic Affairs

All matters concerning this Agreement which are within the responsibility of Contractors shall be under the direction of, or shall be submitted to the Contract Administrators.

The 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 Administrators upon giving notice of five (5) calendar days.

**C. FISCAL / REPORTING**

1. The WDB has allocated \$189,000 of RERP training funds to serve eligible

participants from March 7, 2023 through October 31, 2025, as follows:

<b>Community Colleges/Priority Sector Cohort Training RERP FUNDING</b>	<b>Numbers to Train</b>	<b>Training @ \$4,500 ea.</b>
Hartnell Community College <b>(10 total)</b>		\$45,000
Welding/Mechatronics	10	
Monterey Peninsula College <b>(32 total)</b>		\$144,000
Community Health Worker	20	
Culinary Arts	5	
Forestry Management or Course TBD	7	
<b>Total RERP Funding</b>		<b>\$189,000</b>

2. The compensation is detailed in the attached Exhibit B.
3. Subject to receipt of funds from the State, WDB's fiscal office shall approve the reimbursement for services rendered as outlined in Exhibit B of this Agreement. Contractors shall submit monthly invoices for reimbursement. WDB shall reimburse Contractors for allowable expenditures claimed, within forty-five (45) calendar days after timely receipt of Contractors' properly completed and documented request, or as soon thereafter as is reasonable, provided Contractors are following the terms and conditions of this Agreement.

**D. MEETING/COMMUNICATION**

Meetings between Contractors and WDB shall be scheduled, as needed, to discuss each Contractor's performance and other issues that affect either party to this Agreement.

**E. MUTUAL INDEMNIFICATION**

Except as otherwise required by applicable law, Contractor and MCWDB agree that each party shall be responsible for their own actions, including but not limited to any negligent and/or intentional acts and/or omissions of its officers, agents and employees; and neither party shall be responsible for the acts and/or omissions of the other. Each party therefore agrees to save harmless and indemnify the other party against any and all claims, demands, suits, judgments, expenses and costs of any and every kind, insofar as it may legally do so, on account of the injury to or death of persons or loss of property arising in any manner out of the indemnifying party's performance of the terms of this Agreement.

**F. INSURANCE**

Evidence of Coverage: Prior to commencement of this Agreement, each 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, each Contractor upon request shall provide a certified copy of the policy or policies.

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

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

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

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

**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 \$500,000 per occurrence.

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

**Professional Liability Insurance**, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the 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 WDB and Monterey County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date Contractors complete their performance of services under this Agreement.

Each liability policy shall provide that the WDB and Monterey County shall be given

notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for each 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 WDB and Monterey County, their officers, agents, and employees as Additional Insureds with respect to liability arising out of each 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 WDB and Monterey County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractors' 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 WDB, each Contractor shall file certificates of insurance with the Monterey County's Contract Administrator and Contracts/Purchasing Division, showing that each Contractor has in effect the insurance required by this Agreement. Each 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.

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

A self-insurance program of similar protection and stability may be substituted or combined to meet the above requirements upon approval by County of Monterey Risk Management.

**G. NOTICE**

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

District	Community College Contract Administrators
MPCCD	Judith Cutting (or her successor), Dean of Instruction – Career Education, Public Safety, and Workforce Development 980 Fremont Street, Monterey, CA 93940 (831) 646-4039 <a href="mailto:jcutting@mpc.edu">jcutting@mpc.edu</a>

HCCD	Clint Cowden (or his successor), Dean of Academic Affairs 1752 East Alisal Street, Salinas, CA 93905 (831) 755-6960 <a href="mailto:ccowden@hartnell.edu">ccowden@hartnell.edu</a>
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## **H. CONSTRUCTION, INTERPRETATION AND INTEGRATION OF AGREEMENT**

The WDB and Contractors 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. DUPLICATE COUNTERPARTS**

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

## **K. AUTHORITY**

Any individual executing this Agreement on behalf of the WDB or the Contractor represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

## **L. EXHIBITS**

The following exhibits are attached hereto and incorporated by reference:

1. Exhibit A – Scope of Services
2. Exhibit B – Compensation
3. Exhibit C – Sample Cohort Training Program Form

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

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

Approved as to form:

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

\_\_\_\_\_  
Date

**Regional Equity and Recovery Partnerships Training Services**

Monterey County Workforce Development Area Community Colleges  
*Monterey Peninsula Community College District*

\_\_\_\_\_  
Dr. Mark Zacovic  
Interim Superintendent/President  
Monterey Peninsula Community College District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judith Cutting  
Dean of Instruction – Career Education, Public Safety,  
and Workforce Development  
Monterey Peninsula Community College District

\_\_\_\_\_  
Date

Monterey County Workforce Development Area Community Colleges  
*Hartnell Community College District*

\_\_\_\_\_  
Michael Gutierrez  
Superintendent/President  
Hartnell Community College District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clint Cowden  
Dean of Academic Affairs  
Hartnell Community College District

\_\_\_\_\_  
Date

**EXHIBIT A**

**SCOPE OF SERVICES**

RERP Training Services

March 7, 2023 through October 31, 2025

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 (MCWDB) and the Monterey Peninsula and Hartnell community college districts (hereinafter, "CONTRACTORS") for the provision of cohort training services.

II. **PROJECT PERIOD:** March 7, 2023 through October 31, 2025.

III. **DUTIES AND RESPONSIBILITIES:**

**A. Description of Contractors' Services and Responsibilities:**

1. CONTRACTORS shall provide TRAINING PROGRAMS, proposed to and approved by MCWDB, in high-demand occupations to multiple eligible individuals assembled as a specific cohort for each TRAINING PROGRAM. MCWDB may refer prospective clients to CONTRACTORS; however, selection of TRAINING PROGRAMS is subject to the client's choice.
2. Training must be for occupations in MCWDB's priority industry sectors and must result in attainment of an industry-recognized credential, national or state certificate, or degree ("CREDENTIAL") including all industry-appropriate competencies, licensing and/or certification requirements.

<b>Community Colleges/Priority Sector Cohort Training</b>	<b>Numbers to Train</b>
<b>Hartnell Community College (10 total)</b>	
Welding/Mechatronics	10
<b>Monterey Peninsula College (32 total)</b>	
Community Health Worker	20
Culinary Arts	5
Forestry Management or Course TBD	7

3. Each CONTRACTOR shall submit to MCWDB's EXECUTIVE DIRECTOR for approval a Cohort Program Training Plan Form, attached herein as Exhibit C, for each TRAINING PROGRAM to be provided through this Agreement by the Monterey Peninsula and Hartnell community college districts. Once approved, each Cohort Program Training Form shall be attached to this Exhibit A and incorporated herein.
  - a. Each Cohort Program Training Plan Form includes a course description, total number of instruction hours, estimated start and completion dates, a list of books, tools or other materials required for the TRAINING PROGRAM and

any additional information specific to the TRAINING PROGRAM such as lab work, memberships to associations, and specific examination certificates achieved.

- b. MCWDB will have final approval of the Minimum Number and Maximum Number of students and the Total Maximum Amount paid for TRAINING PROGRAM.
  - 1) CONTRACTORS and MCWDB mutually agree that cohort training is most beneficial and cost effective when conducted with a minimum number of clients ("Minimum Number") as mutually agreed upon by both parties and defined for each individual TRAINING PROGRAM. MCWDB agrees to use reasonable efforts to enroll the Minimum Number in the TRAINING PROGRAM(s) described in the Cohort Program Training Plan form.
  - 2) Each CONTRACTOR and MCWDB will mutually agree on the maximum number of clients ("Maximum Number") that can be enrolled above the approved Minimum Number as defined for each individual TRAINING PROGRAM.
- c. Each CONTRACTOR shall obtain and provide to MCWDB, in addition to its completed Cohort Program Training Plan form, all licenses and permits necessary to provide each TRAINING PROGRAM.
- d. The cost of the TRAINING PROGRAM, including books, tools, and other materials required for the TRAINING PROGRAM shall be included in the Cohort Program Training Plan form. Program-related books, tools, and other materials purchased by clients in the TRAINING PROGRAM but not required for the TRAINING PROGRAM may be reimbursed to client according to MCWDB's supportive services policy.
  - 1) There shall be no increases in TRAINING PROGRAM costs, including the costs of tuition, books, supplies, registration fees, and exam fees, if applicable, without prior written MCWDB approval.
  - 2) In the event a CONTRACTOR wishes to seek an increase in TRAINING PROGRAM costs, the CONTRACTOR shall submit a written request for modification to MCWDB. It will be MCWDB's discretion whether to approve the modification requested. MCWDB will notify a CONTRACTOR if and why a modification request is denied.
- 4. CONTRACTORS shall not charge clients a fee for placement or referral services.
- 5. CONTRACTORS shall not require clients to apply for or access student loans or incur personal debt as a condition of participation in a TRAINING PROGRAM.
- 6. CONTRACTORS shall establish and distribute a written description of its procedures for resolving TRAINING PROGRAM complaints to all clients enrolled in TRAINING PROGRAMS. Said procedure shall be subject to approval by the MCWDB and shall comply with all applicable laws and regulations.

7. CONTRACTORS shall prepare and submit client and fiscal records as required by MCWDB in accordance with MCWDB's procedures.
8. CONTRACTORS shall ensure that clients enrolled in TRAINING PROGRAMS will not be employed on the construction, operation, or maintenance of any part of any facility that is used for sectarian instruction or religious worship. In addition, the employment or training of clients in sectarian activities is prohibited.
9. CONTRACTORS shall ensure that no TRAINING PROGRAMS under this AGREEMENT shall involve political activities.

**B. MCWDB's Role and Responsibilities:**

1. The MCWDB shall:
  - a. Provide CONTRACTORS with staff to enroll students in CalJOBS when appropriate.
  - b. Provide CONTRACTORS with staff to collect and process all right to work documentation and other documents as required for enrollment.
  - c. Provide payment to CONTRACTORS in the amount per participant shown on the MCWDB-approved Cohort Program Training Plan form.
    - 1) Training invoices shall follow a 50/50 submittal and payment process such that CONTRACTORS will submit the first invoice for 50% of the training amount per participant at the midpoint of the total hours in the course to MCWDB and the second and final invoice for 50% of the training amount at the completion of the course, including any internship, externship, or equivalent field work and documentation of an approved and industry-recognized credential, national or state certificate, or degree, and including all industry-appropriate competencies, licensing, and/or certification requirements.
    - 2) If the course enrollment exceeds the minimum number of participants shown on the MCWDB-approved training plan form and a participant does not complete the course, payment for training shall be prorated based on the number of hours of actual participation relative to the total per-participant amount and the total number of hours of instruction to be provided.

**C. Evaluation of Contractors:**

Authorized Federal, State and MCWDB 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 RERP participants (as appropriate to the services).

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

1. **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 all matters covered by this agreement. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the MCWDB.

2. **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.

**E. Branding:**

CONTRACTORS will not use their brand or promote their own organization without the explicit permission of the MCWDB. CONTRACTOR shall use MCWDB-approved logo in any and all promotional, advertisements, and program related materials relative to the services under this agreement. All materials shall acknowledge the MCWDB and its role as the source of funding.

**EXHIBIT B**

**COMPENSATION**

RERP Training Services

March 7, 2023 through October 31, 2025

Provided that the Contractor is complying with all terms, conditions and obligations of this Agreement, MCWDB shall compensate Contractor at a rate of \$4,500 per participant to provide RERP-funded training to eligible participants as described in Exhibit A – Scope of Services and attached RERP Cohort Program Training Plan Forms.

<b>Task</b>	<b>Description</b>	<b>Cost Per Participant</b>
1	Provide training courses described in Exhibit A and Cohort Program Training Forms.	\$4,500

- A. Contractor compensation shall not exceed the maximum amount approved for CHW TRAINING PROGRAM. MCWDB shall not, in any case, be obligated to compensate Contractor for CHW TRAINING PROGRAM costs that exceed the maximum approved amount.
- B. MCWDB shall make an initial disbursement of fifty percent (50%) of the total amount due to CONTRACTOR based on the number of enrolled students whose participation in CHW TRAINING PROGRAM is documented through the midpoint of the hours of CHW TRAINING PROGRAM.
- C. MCWDB shall disburse the remaining fifty percent (50%) of the total amount due Contractor following the completion by the enrolled students of the CHW TRAINING PROGRAM including any internship, externship or equivalent field work, and documentation of an industry-recognized credential, national or state certificate, or degree, including all industry appropriate competencies, licensing and/or certification requirements.
- D. In order to receive a disbursement, Contractor shall submit to MCWDB an invoice on Contractor’s letterhead. The invoice shall identify the CHW TRAINING PROGRAM, provide the date it began and state whether the invoice is for the initial disbursement (50%) or the final disbursement (50%).
  - 1. For the initial disbursement, the invoice shall state the number of approved students enrolled in the CHW TRAINING PROGRAM as of the midpoint of the training hours of the TRAINING PROGRAM and the total amount due to the Contractor based on that number of enrolled students and the total amount due under the initial invoice, which shall be fifty percent (50%) of the total cost to provide the training.

Should the number of enrolled students be less than the mutually agreed-upon minimum number of participants in the TRAINING PROGRAM, written documentation of the MCWDB Executive Director’s approval for the reduced number of enrolled students shall be submitted with the initial invoice.

2. For the final disbursement, the invoice shall state the number of approved students enrolled in the TRAINING PROGRAM as of the midpoint of the training hours of the CHW TRAINING PROGRAM; the number of enrolled students in the TRAINING PROGRAM as of the final day of the TRAINING PROGRAM, including any applicable externship, internship or equivalent field work; and the total amount of the final invoice.
- E. Contractor must furnish the following supporting documentation with an invoice:
1. Initial Disbursement: A photocopy of the attendance rosters for (1) the class during which the midpoint of the training hours of the TRAINING PROGRAM is reached, and (2) the class held immediately after the class during which the midpoint of training hours for the TRAINING PROGRAM is reached, listing the students' names and their initials signifying attendance, and signed by the course instructor and by Contractor's authorized representative.
  2. Final Disbursement: A photocopy of the attendance rosters, initialed and signed as above, for the last day of classroom instruction in the CHW TRAINING PROGRAM, as well as photocopies of each completion of an industry-recognized credential, national or state certificate, or degree, including all industry appropriate competencies, licensing and/or certification requirements.
- G. MCWDB shall not be obligated under this Agreement to pay Contractor for any expense that is not allowable. Allowable shall mean that the expense is: 1) actually incurred by Contractor; 2) reasonable and necessary for the purpose of providing services and conducting a CHW TRAINING PROGRAM; 3) allocable to a WIOA cost category; and 4) authorized and permitted under federal, state and local laws and regulations.
- H. MCWDB shall pay Contractor for expenditures claimed to be allowable within forty-five (45) days after timely receipt of Contractor's properly completed and documented invoice, or as soon thereafter as is reasonable, provided Contractor complies with all terms and conditions of this Agreement. No such payment shall mean or imply that MCWDB has made a final determination that an expenditure(s) by Contractor is allowable; nor shall any such payment waive or otherwise limit the rights of federal, state or MCWDB representatives to review Contractor's records and recover from Contractor payments which are not allowable.
- I. Failure to submit invoices within sixty (60) days of the incurred costs of training may result in the forfeiture of compensation.



## Section C

Training Program Description (Please include applicable exams, certificates, memberships in associations, etc.)

The Vendor will provide a not-for-credit course at the following location or locations:

Certification (Please provide an industry-recognized or a nationally recognized credential):

Course Learning Outcomes:

Please provide a *complete* list of what is included in the Program Cost (sample items include textbooks, lab supplies, tutoring, academic success coach):