

**Agreement between the  
Monterey County Workforce Development Board  
and Arbor E&T, LLC,  
for Prison to Employment 2.0**

**I. DECLARATION**

This Agreement is entered into by and between the MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD, (hereinafter referred to as MCWDB or WDB) and Arbor E&T, LLC, dba Equus Workforce Solutions, (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 the Prison to Employment (P2E) 2.0 program in Monterey County.

The scope of services, expected enrollment, and performance outcomes are specified in Exhibit A – Scope of Services (Enrollment and Performance Goals) and the budget detail for this Agreement is specified in Exhibit B – Budget Summaries, incorporated herein by reference.

**II. BACKGROUND**

The MCWDB, a government entity created by federal statute (WIOA 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.

By entering into this Agreement, Contractor agrees to provide services for P2E 2.0 participants needing eligibility, assessment, employment training resources, supportive services, case management, and follow-up services and to maintain appropriate documentation of the eligible populations served with P2E 2.0 grant funds.

Contractor shall sign the AJCC Partner Memorandum of Understanding (MOU) and shall comply with the terms of the MOU and the responsibilities required of the program operator. Contractor will be expected to develop or maintain appropriate mechanisms of referrals to ensure that the P2E 2.0 participants can access the services that they require to support their success.

Contractor agrees that all Workforce Development Board policies set forth in Exhibit G must be adhered to. If Contractor is currently providing WIOA One-Stop Operator functions, Contractor agrees to adhere to the Conflict of Interest and Firewall provisions of WIOA.

### 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 Contractor shall be bound to comply with all the requirements as set forth in Exhibit A, and that the WDB shall oversee Contractor's services to eligible P2E 2.0 participants in Monterey County.

This document and Exhibits A through H 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 1, 2024 and remain in full force and effective through December 31, 2024, 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 services. This Agreement is contingent upon available funding.

Renewal, if any, will be contingent on Contractor's satisfactory achievement of agreed upon performance measures availability of funding, and permission by the State of California Governor's office as may be required under WIOA. 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 apply during the renewal terms. This Agreement will not automatically renew.

#### B. CONTRACT ADMINISTRATORS

Contractor hereby designates Vice President of Operations Nicole Ganier 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 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 of five (5) calendar days.

#### C. FISCAL / REPORTING

1. Funding is available for the project term of March 1, 2024 to December 31, 2024 as described in the table below.

<b>Services</b>	<b>Adult/Dislocated Worker Funding</b>
Participant Training	\$ 81,000.00
Equus Case Management	\$ 9,526.00
Participant Supportive Services	\$ 4,500.00
Total	\$ 95,026.00

2. The budget summaries are detailed in the attached Exhibit B.
3. WDB will bear primary responsibility for expenditure reporting to the State, processing of Contractor's reimbursements, and tracking of funds.
4. 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. WDB will approve and provide Contractor with the invoice format for submitting monthly claims for reimbursement (see example Claim Form attached in Exhibit B). Contractor shall submit monthly invoices for reimbursement. WDB shall reimburse Contractor for allowable expenditures claimed, within ninety (90) calendar days after timely receipt of Contractor's properly completed and documented request, or as soon thereafter as is reasonable, provided Contractor is following the terms and conditions of this Agreement.
5. Training invoices for Individual Training Accounts (ITAs) and On-The-Job Training (OJT) activities shall be submitted in separate invoices to the WDB for payment within fifteen (15) calendar days of receipt.
6. All supportive service requests submitted by Contractor must have appropriate backup documentation for payment, such as receipts. No supportive service claims that Contractor submits more than one month after the month in which services are delivered will be paid without written approval from the WDB's Contract Administrator. Contractor should include the WDB's Contract Administrator's written approval with the supportive service claim form submitted by Contractor.
7. Contractor must enter the appropriate CalJOBS code for all activities (training, supportive service, incentive, etc.) before Contractor submits a payment request to the WDB. Contractor's invoice to request reimbursement for costs incurred must report all expenses as P2E 2.0. These reporting categories may change based on direction from the State. WDB will notify Contractor of any changes.
8. Contractor will provide services under this Agreement and manage the program and service delivery to the target P2E 2.0 participant populations.

#### **D. MEETING/COMMUNICATION**

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 make its Contract Administrator and other pertinent staff available to meet with the WDB regarding this Agreement within 5 days of a WDB request to meet.

Contractor shall provide the WDB with information relevant to its performance of its obligations under this Agreement within 5 days of a WDB request.

Contractor shall work cooperatively with the One Stop Operator appointed by the WDB.

At a minimum, during the term of this Agreement, Contractor will provide monthly and quarterly narrative reports to the WDB Executive Director. The Monthly Narrative Report template is included as Exhibit D. The Quarterly Narrative Report template is included as Exhibit E. The quarterly narrative reports will be provided by the Contractor following each quarter, on or before these dates: April 15, 2024, July 15, 2024, October 15, 2024 and January 15, 2025. In addition to the January 15, 2025 quarterly report to present the Contractor's overall outcomes and concerns, Contractor shall submit a program closeout packet to the WDB fiscal staff within fifteen (15) days of receipt of the final payment on this Agreement.

Monthly narrative and program training reports will be provided by the Contractor by the 10<sup>th</sup> day of each month for the previous month. Contractor shall use the Adult and Dislocated Worker Monthly Performance reports template included as Exhibit F and provided by the WDB to outline enrollments and performance as detailed on Exhibit F to this Agreement, comparing the POP (Exhibit C) planned goals versus actual goals achieved to date. In addition to this regular reporting, Contractor shall provide reports on enrollments and performance to the WDB upon request.

#### **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 attorney's 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 Monterey 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 Monterey County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

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, 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 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 \$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 Contractor completes its 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 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 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 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 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 WDB, Contractor shall file certificates of insurance with Monterey County's Contract Administrator and 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 ten 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 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 Contractor and Contractor shall have ten 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 the WDB, 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:

Vice President of Operations Nicole Ganier  
Arbor E&T, LLC, dba Equus Workforce  
Solutions  
344 Salinas Street, Ste. 203  
Salinas, CA 93901  
(818) 858-2750  
[nicole.ganier@equusworks.com](mailto:nicole.ganier@equusworks.com)

Chris Donnelly  
Executive Director Monterey  
County  
Workforce Development Board (WDB)

344 Salinas St., Ste. #101  
Salinas, CA 93901  
Phone (831) 759-6644  
[Donnellyc@co.monterey.ca.gov](mailto:Donnellyc@co.monterey.ca.gov)

With a notice copy to:  
Arbor E&T, LLC  
Attn: Mark Douglass  
9510 Ormsby Station Rd., Ste. 104  
Louisville, KY 40223

## **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 (Enrollment and Performance Goals)
2. Exhibit B – Prison to Employment Budget Summary
3. Exhibit C – Referral Form
4. Exhibit D – Monthly Narrative Report
5. Exhibit E – Quarterly Narrative Report
6. Exhibit F – WIOA Compliance, Certifications and Assurances
7. Exhibit G – WDB Policies
8. Exhibit H – Addendum

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

BY: \_\_\_\_\_  
Chris Donnelly, Executive Director  
Monterey County Workforce Development Board  
Date

BY: \_\_\_\_\_  
Mark Douglass, President  
Arbor E&T, LLC  
Date



## EXHIBIT A

### SCOPE OF SERVICES ENROLLMENT AND PERFORMANCE GOALS

Prison to Employment 2.0  
March 1, 2024 through December 31, 2024

- 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 (Contractor), for the provision of Prison to Employment (P2E) 2.0.
- II. **PROJECT PERIOD:** March 1, 2024 through December 31, 2024.
- III. **PROGRAM PERFORMANCE OBJECTIVES:** For the period of March 1, 2024 through December 31, 2024, Contractor shall meet the following enrollment and performance goals:

Activities-Outcomes	Goal
Enrollments	11
Individuals Trained	9
Individuals Completing Training	7
Attainment in Industrial Recognized Certificate or Credential	2
Employment (New Employees)	6
Industry/Sector Employment	4

#### ON-THE-JOB TRAINING GOALS:

Contractor will provide On-the-Job Training (OJT) opportunities to P2E 2.0 clients. An OJT opportunity will be formed through a contractual agreement between the Employer and the Service Provider (Contractor). The WDB will generally provide partial wage reimbursement to the Employer of up to 50% of the wage rate of the participants. The cost to the WDB for each participant's OJT is capped at \$8,000.

Using WDB Policy 2018-11, On-the-Job Training (OJT) Policy as guidance, Contractor will additionally perform all of the OJT program administration duties listed in the policy that are assigned to the WDB, with the exception of OJT wage reimbursements and OJT program monitoring. The WDB will provide technical assistance as needed.

#### HIGH ROAD CONSTRUCTION CAREERS (HRCC) PRE-APPRENTICESHIP PROGRAM GOALS

Contractor will provide referrals from the P2E 2.0 program to support the HRCC grant pre-apprenticeship program:

#### IV. DUTIES AND RESPONSIBILITIES:

##### A. COMPLIANCE WITH POLICIES, PROCEDURES, OPERATIONAL GUIDELINES AND INFORMATION NOTICES:

- 1) Contractor shall follow all WDB policies, procedures, operational guidelines, and information notices, as they may be amended and revised periodically and posted on the WDB website at [www.montereycountywdb.org](http://www.montereycountywdb.org). The WDB will notify Contractor via email notice of any new or revised policies, procedures, operational guidelines, and information

notices.

2) Contractor must be responsive and adhere to the following WIOA laws, regulations, and guidance; State directives and information notices, and shall refer to local labor market information:

- a) **WIOA Public Law:** <https://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>
- b) **WIOA Final Regulations:** [2016-15975.pdf \(govinfo.gov\)](https://www.govinfo.gov/procurement/2016-15975.pdf)
- c) **WIOA Guidance:** [WIOA Performance Guidance | U.S. Department of Labor \(dol.gov\)](https://www.dol.gov/eow/whd/2016/01/2016-15975.pdf)
- d) **State Directives:** [https://www.edd.ca.gov/Training/Active\\_Directives.htm](https://www.edd.ca.gov/Training/Active_Directives.htm)
- e) **State Information Notices:**  
[www.edd.ca.gov/Training/Information\\_Notices.htm](https://www.edd.ca.gov/Training/Information_Notices.htm)
- f) *Local labor market tools, including:*
  - **State CalJOBS:** [www.caljobs.ca.gov](http://www.caljobs.ca.gov)
  - **O\*Net Online:** [www.onetonline.org](http://www.onetonline.org)
  - **U.S. Bureau of Labor Statistics:** [www.bls.gov](http://www.bls.gov)
  - **State Labor Market Information:** <http://www.labormarketinfo.edd.ca.gov/>
  - **WDB website, labor market snapshot:** [www.montereycountywdb.org](http://www.montereycountywdb.org)

## **B. PRISON TO EMPLOYMENT 2.0 PROGRAM REQUIREMENTS:**

The WDB shall have oversight and direction of program services received by P2E 2.0 participants that are based on each participant's objective assessment and individualized employment plan. Contractor's P2E 2.0 program is not required to provide every service to each participant.

### **Eligible Services for P2E Participants**

Allowable uses for P2E 2.0 funds include services permitted under Section 14040(f) of the Unemployment Insurance Code, Section 14035, services authorized under Section 1234.3 of the penal Code, and services authorized under the federal Workforce Innovation and Opportunity Act (WIOA). The following are allowable activities:

#### Section 14035 of the UI Code:

- English language improvement training
- Basic skills and adult education
- High school diploma and GED acquisition.
- Skills and vocational training that aligns with regional labor market needs identified as part of the California Workforce Innovation and Opportunity Act regional planning process
- Work experience
- On-the-job training
- Stipends for trainees
- Earn and learn training
- Industry certifications
- Pre-apprenticeship programming offered in a manner that is consistent with the requirements of Section 14230 of the California Unemployment Insurance Code, regardless of whether the pre-apprenticeship program funding source includes California Workforce Innovation and Opportunity Act funds.
- Mentoring
- Other remedial education and work readiness skills
- Supportive services under the California Workforce Innovation and Opportunity Act

#### Section 1234.3 of the Penal Code

- Vocational training
- Stipends for trainees
- Earn and learn opportunities for the supervised population

## WIOA

- Basic Career Services, Individualized Career Services, and Follow-up Career Services as defined by the Workforce Innovation and Opportunity Act Joint Final Rule. See U.S. Department of Labor TEGL 16-16 for additional information.

Please note: all enrolled customers are required to receive career planning (case management) services, including the development of an Individual Employment Plan (IEP), and should also receive short-term prevocational services and/or attend workforce preparation workshops to ensure that all customers will be competitive in the workforce.

The types of career, follow-up, and training services authorized under WIOA include:

- Basic Career Services
- Individualized Career Services
- Follow-up Services
- Training Services

### **Basic Career Services**

Basic career services include self-help services that require minimal staff assistance. These services must be made available to all job seekers and, at a minimum, must include the following services:

1. **Program Eligibility Determination:** This is the process of obtaining and documenting information about an individual's circumstances and comparing that information with the WIOA eligibility criteria to decide if the individual qualifies for participation;
2. **Outreach, Intake, and Orientation:** Outreach activities involve the collection, publication, and dissemination of information on program services available and which are directed toward jobless, economically disadvantaged, and other individuals. Intake is the process of collecting basic information, e.g., name, address, phone number, Social Security Number, and all other required information to determine eligibility or ineligibility for an individual program. Orientation, whether offered in a group setting, one-on-one, or electronically, is the process of providing broad information to customers in order to acquaint them with the services, programs, staff, and other resources at the AJCC / One-Stop Center or affiliate locations;
3. **Initial Assessment:** For individuals new to the workforce system, initial assessment involves gathering basic information about their skill levels, aptitudes, abilities, barriers, and supportive service needs in order to recommend next steps and determine potential referrals to partners or community resources;
4. **Referrals:** This involves providing referrals to and coordination of activities with other programs and services, including programs and services within the AJCC/One Stop delivery system and, when appropriate, referrals to and coordination with other workforce development programs;
5. **Workforce and Employment Labor Market Information and Statistics:** Includes sharing statistical data about employment levels, unemployment rates, wages and earnings, employment projections, jobs, training resources, and careers with participants;
6. **Performance and Program Cost Information on Eligible Providers of Training Services:** Collect and provide participants with program cost information on eligible providers of training services by program and provider type;

7. **Performance Information Relating to the Job Center Delivery System:** Collect and provide participants with information on the local area's recent performance measure outcomes;
8. **Financial Aid Assistance for Training and Education Programs:** Provide guidance to individuals in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA; and
9. **Information and Assistance Regarding Filing Claims under Unemployment Insurance (UI) Programs:** Collect and provide participants with information on filing claims for state benefit payments that protect individuals from economic insecurity while they look for work. Claims may be filed on-line or via telephone available at the AJCC / One-Stop located in Salinas.

### **Individualized Career Services**

Individualized career services must be made available to 100% of all job seekers if determined to be appropriate for an individual to obtain or retain employment. These services must be made available at all locations specified in this agreement. WIOA service providers may use recent previous assessments by partner programs to determine if individualized career services would be appropriate. These include the following services:

1. **Comprehensive and Specialized Assessments:** This involves a closer look at the skill levels and service needs of P2E 2.0 individuals, which may include:
  - o Diagnostic testing and use of other assessment tools; and
  - o In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;
2. **Individual Employment Plan (IEP):** This involves working with individuals to identify their employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information regarding eligible training providers;
3. **Group Counseling and/or Individual Counseling, Mentoring:** group or individual coaching and support provided in the context of case management and career planning;
4. **Career Planning (i.e., Case Management):** a supportive, coordinated and seamless progression from one educational step to the next and across work-based training and education, to ensure that an individual's efforts result in progress;
5. **Short-term Prevocational Workshops/Services:** These workshops and online training services include development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and other professional conduct to prepare individuals for unsubsidized employment or training. In some instances, pre-apprenticeship programs may be considered to be short-term pre-vocational services;
6. **Internships and Work Experience (linked to careers):** Internships and work experience are planned, structured learning experiences that take place in a workplace for a limited period of time. Work experience may be paid as appropriate. An internship or work experience may be arranged within the private for-profit sector, the nonprofit sector, or the public sector. Labor standards apply in any work experience setting where an employee/employer relationship, as defined by the Fair Labor Standards Act (FLSA), exists;

7. **Workforce Preparation Workshops/Online Training:** These are activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment (Contractor shall work with the vendor(s) selected by the WDB to provide workshops to WIOA customers for workforce preparation activities);
8. **Financial Literacy Services as described in WIOA §129(b)(2)(D):** These are activities intended to increase the ability of participants to create household budgets, initiate savings plans, and make informed financial decisions about education, retirement, home ownership, wealth building or other savings goals;
9. **Out-of-Area Job Search and Relocation Assistance:** These are activities, including job search and labor market research in areas outside of the local workforce area, that the job seeker may consider; and
10. **English Language Acquisition and Integrated Education and Training Programs.** These are activities that link educational programs to increase a job seeker's English language proficiency and basic skills programs (such as reading and math) to other industry or occupation-specific education or training programs.

### **Follow-Up Services**

Follow-up services must be provided as appropriate for all participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Counseling about the workplace is an appropriate type of follow-up service. Follow-up services do not extend the date of exit in performance reporting.

### **Training Services**

WIOA is designed to increase participant access to training and employment services. Training services are provided to equip individuals to enter the workforce and retain employment.

There is no sequence of service requirement for career services and training, meaning that WIOA service providers may determine training is appropriate regardless of whether the individual has received basic or individualized career services first. Under WIOA, training services may be provided if WIOA service providers determine, after an interview, evaluation or assessment, and career planning, that the individual:

1. Is unlikely or unable to obtain or retain employment that leads to economic self-sufficiency, or wages comparable to or higher than wages from previous employment, through career services alone;
2. Is in need of training services to obtain or retain employment that leads to economic self-sufficiency, or wages comparable to or higher than wages from previous employment, through career services alone; and
3. Has the skills and qualifications to successfully participate in the selected program of training services.

Under this agreement, training contracts with employers in WDB priority sectors are expected to be a priority service to help customers become re-employed. These priority sectors are Finance, Insurance, & Real Estate; Agriculture; Healthcare & Social Assistance; Construction; Hospitality & Tourism, and Logistics & Transportation.

Training services, when determined appropriate, must be provided either through an Individual

Training Account (ITA) or through a training contract discussed in Section 10 of TEGL 3-15. Training services must be linked to in-demand employment opportunities and sectors in the local area or planning region or in a geographic area in which the P2E 2.0 is willing to commute or relocate. The selection of training services should be conducted in a manner that maximizes customer choice, is linked to in-demand occupations, is informed by the performance of relevant training providers listed on the Eligible Training Provider List (ETPL) in CalJOBS, and is coordinated to the extent possible with other sources of assistance (see WIOA sec. 134(c)(3)).

Examples of training services include:

1. **Occupational skills training, including training for nontraditional employment:** An organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate or advanced levels;
2. **On-the-job training (OJT), including registered apprenticeship:** Training by an employer that is provided to a paid participant while engaged in productive work that is limited in duration, provides knowledge or skills essential to the full and adequate performance of the job, and reimburses the employer for the costs associated with training the OJT trainee, often calculated based on a percentage of the trainee's wages;
3. **Incumbent worker training in accordance with WIOA §134(d)(4):** Training for under-skilled, underemployed workers or those facing layoff (if to avert layoff);
4. **Workplace training and cooperative education programs:** Programs that combine workplace training with related instruction which may include cooperative education programs;
5. **Private sector training programs:** programs operated by the private sector that are designed to impart relevant knowledge, skills, and abilities to participants;
6. **Skills upgrading and retraining:** Courses that prepare persons for entrance into a new occupation through instruction in new and different skills demanded by technological changes. These courses train incumbent workers in specific skills needed by a new business or industry and lead to potential career growth and increased wages. This includes courses that develop professional competencies that are particularly relevant to a vocational/occupational goal. It must be demonstrated that the training will result in the workers' acquisition of transferable skills or an industry-recognized certification or credential;
7. **Entrepreneurial training** Courses that expose students to the skills and knowledge necessary to support self-employment, small business ownership, and entrepreneurship;
8. **Transitional jobs in accordance with WIOA §134(d)(5):** time limited work experiences that are subsidized and are in the public, private, or nonprofit sectors for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history;
9. **Job readiness training provided in combination with other training described above:** Training in job-seeking skills, resume or job application preparation, interviewing skills or other activities that may assist an individual to secure competitive employment;
10. **Adult education and literacy activities:** Services or instruction below the

postsecondary level for individuals who are not enrolled or required to be enrolled in secondary school under state law and lack basic educational skills to enable the individuals to function effectively in society and on a job. Services include, but are not limited to, one-on-one instruction, coursework, or workshops that provide for the development and ability to read, write, and speak in English, compute, and solve problems at levels of proficiency necessary to function in society or on the job;

11. **Customized training:** Training that is conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training;
12. **Cohort training:** Group training usually conducted by an institution of higher education to assist participants to acquire skills and knowledge relevant to an in-demand occupation.
13. **Online training:** Contractor will work with the vendor(s) selected to provide online training to WIOA customers for workforce preparation activities.

WIOA funding for training is limited to participants who:

1. Are unable to obtain grant assistance from other sources to pay training costs; or
2. Require assistance beyond that available under grant assistance from other sources to pay training costs and related support services.

Local WIOA service and training providers must coordinate funds available to pay for training and must consider the availability of other grant assistance to pay for training costs, such as TANF, State-funded training funds, and federal Pell Grants, so that WIOA funds supplement other sources of training grants.

A WIOA participant may enroll in WIOA-funded training while the participant's application for a Pell Grant is pending, if Contractor has made arrangements with the training provider and the WIOA participant regarding allocation of the Pell Grant. If the Pell Grant is subsequently awarded, the training provider must reimburse the local area for the WIOA funds used to underwrite the training for the amount the Pell Grant covers. Reimbursement is not required from the portion of Pell Grant assistance disbursed to the WIOA participant for education-related expenses, which includes support services.

Per SB 734 (2011), up to 10% of training funds may be leveraged using Pell Grants, match funds from the employer-paid portion of OJT contracts, and in-kind contributions used for training services as specified in SB 734 and EDD Workforce Services Directive 18-10 (2019), which is found at: [https://www.edd.ca.gov/Jobs\\_and\\_Training/pubs/wsd18-10.pdf](https://www.edd.ca.gov/Jobs_and_Training/pubs/wsd18-10.pdf).

All local areas must ensure that WIOA funds are not used to pay training costs:

1. For any portion or term of training for which the participant has signed a loan as part of financial aid; or
2. That were paid by the participant (or another source) prior to WIOA program registration.

### **C. COORDINATION OF SERVICES:**

- 1) Contractor shall carry out services through the AJCC/One-Stop in Monterey County and at the designated service areas specified on page 1 of this exhibit and shall ensure that WIOA career services are available to customers, to include access to job order listings available in the CalJOBS system, self-directed assessment and resume building tools, computers and equipment in resource rooms, and job seeker workshops. Services provided by Contractor will focus on WIOA intake and orientation for participants

interested in training.

- a. Contractor shall provide sufficient staffing in the AJCCs and the designated service areas to ensure that (a) career services are available to customers, and (b) the AJCC Certification and continuous quality improvement (CQI) requirements are met at each of the comprehensive AJCCs and satellite sites.
  - b. Contractor shall develop and use a room scheduling system for the WDB's AJCCs to confirm the availability of meeting and training rooms, schedule and cancel reservations, and provide information on available meeting and/or training equipment.
- 2) Contractor shall provide business services in coordination with the WDB's Business Services team, which shall take the lead to ensure consistency and customer satisfaction, and that services are provided to businesses without duplication of effort. Business services shall be focused primarily on the WDB's priority industry sectors: Finance, Insurance & Real Estate; Agriculture; Healthcare & Social Assistance; Construction; Hospitality & Tourism; and Logistics & Transportation. All materials to be used by Contractor for business outreach and engagement shall be approved in advance by the WDB.

Contractor shall coordinate with the WDB's Business Services team to:

- a. Actively engage industry and labor through outreach and Rapid Response activities;
  - b. Support regional sector strategies through an integrated business service strategy that focuses on middle-skill, middle-wage jobs;
  - c. Develop job opportunities with local employers;
  - d. Facilitate participant placements in internships and demand occupations within the WDB's designated priority industry sectors;
  - e. Perform job sourcing activities; and
  - f. Provide job fairs and ongoing specialized recruitments for local businesses.
- 3) Contractor will work with vendor(s) selected to provide online training and job readiness training workshops to WIOA customers.

#### **D. PARTICIPANT SELECTION AND ELIGIBILITY:**

Contractor will select and screen participants for WIOA eligibility and enroll selected participants into the P2E 2.0 program. All interested applicants are to be reviewed for eligibility and will be encouraged to access the AJCC / One-Stop delivery system for career services and available job order listings in the CalJOBS system.

#### **E. INITIAL ASSESSMENT & WORKKEYS ASSESSMENTS:**

- 1) Contractor will assess each applicant's initial skill level using the Comprehensive Adult Student Assessment System (CASAS) appraisal test to determine "basic skills deficiency" or grade- equivalent skill levels in language and mathematics in order to place participant at appropriate levels of instruction. Contractor will ensure all testing is proctored and all required testing instruments are used. All tests will be discussed with the participant by Contractor staff qualified to interpret the results. Discussion will include the scores and the impact of test results.
- 2) Following initial assessment, Contractor will select and certify participants for WIOA eligibility and enrollment to receive services at the AJCC or other designated service delivery area. Contractor will collect all documentation and enter all enrolled participants into the State CalJOBS system and place a hard copy of documentation in the participant file or upload documentation into the participant's virtual case file in the State CalJOBS system.



- 3) For participants interested in pursuing occupational skills training, Contractor shall administer the WorkKeys® assessments (Locating Information, Reading for Information and Applied Mathematics). If participant scores less than a level 3 on any of the WorkKeys tests, Contractor shall give the participant access to the ACT Career Ready 101 online remediation training tool to upgrade their skills to qualify for a National Career Readiness Certificate and referral to training. Those who master these assessments by scoring a level 3 or higher on all three tests will be eligible to receive a National Career Readiness Certificate.

#### **F. WIOA ASSESSMENT - INDIVIDUAL EMPLOYMENT PLANS:**

- 1) Contractor will provide a comprehensive assessment for all participants interested in pursuing education, employment, and training using an Individual Employment Plan (IEP). The IEP provides Contractor with another opportunity to ensure that services such as supportive services are appropriate for participants. Contractor may use standard web-based tools available through CalJOBS and US Department of Labor (DOL) web sites or other validated employment testing and interest survey instruments such as the WorkKeys assessment. Assessments may also involve individualized research assignments, an evaluation of the participant's educational and work history, and a face-to-face interview. At the time of assessment, information is to be presented on career ladders, demand occupations, salary levels, and other incentives and resources available to participants.
- 2) Using the information gathered during the comprehensive assessment phase, Contractor will develop a mutually agreed upon IEP for participants. Contractor will ensure that participants are screened for basic skills and complete a pre-application and/or equivalent and will ensure that adequate information about the need for training, as specified on the IEP, is documented.

The IEP and assessment documents on record may include the following information:

- a) Personal information (with a participant's signed release);
- b) Interests, skills and work readiness information;
- c) Educational and employment history;
- d) Financial situation as it relates to employment goals;
- e) Short- and long-term employment goals;
- f) Barriers to employment / advancement and plan to mitigate barriers; and
- g) Disability accommodations needed for training/ employment.

Contractor will ensure that 100% of all participants' enrollments are entered in the State CalJOBS system within three (3) days of enrollment, showing, at a minimum, the results of all assessments, goals and activities planned and agreed upon by participants at the time of intake.

#### **G. REFERRALS TO WIOA PARTNERS:**

- 1) 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 to succeed and identify areas of participant need apart from WIOA services and refer participants to appropriate agencies to mitigate the needs. Reference WIOA Partner MOU online at: [19-0888 - WIOA Partner MOU \(montereycountywdb.org\)](https://montereycountywdb.org/19-0888-WIOA-Partner-MOU).
- 2) To refer participants, Contractor shall use the referral form provided as Exhibit C to this

agreement.

#### **H. DOCUMENTATION OF SERVICE DELIVERY & CAREER COACHING (CASE MANAGEMENT):**

Contractor will utilize and ensure timely data entry in the State CalJOBS system to provide case management services while participants remain active in a WIOA funded program and during the post placement follow-up period. Case notes will include details of services delivered during interaction with participant. WDB Management Information Systems (MIS) staff will provide user ID's with log-in access and training, as needed, to Contractor staff that require access to the State CalJOBS system to conduct case management.

#### **I. PROGRAM EXIT, FOLLOW-UP AND RETENTION SERVICES:**

- 1) Contractor will participate in an exit / outcome / survey conference with each participant when a determination has been made to exit the participant. Contractor will ensure that participants are surveyed and are provided a customer satisfaction feedback form during the exit conference. The purpose of the exit conference is to ensure all services to the participant have been documented into the participant's CalJOBS record, in the participant's case file, and the participant has received the surveys, as needed per their Individual Employment Plan (IEP).
- 2) Contractor will ensure that follow-up contact and services for all participants start after exit and will be conducted for each follow-up quarter (up to 1 year) after the completion of participation to ensure all performance goals are met.

Follow-up contact is described as:

- a) A face-to-face meeting, telephone call, e-mail or text message from Contractor's staff or Career Coach that has been reciprocated by the participant. Contractor shall provide documented follow-up contact to each participant who has exited from the program 30 days following their program exit, 60 days following program exit, 90 days after program exit and at subsequent 90-day intervals for a minimum of 12 months, following program exit. These intervals are minimum requirements. Contractor will initiate additional contacts as needed to ensure participant's success and will document performance outcomes in the State CalJOBS system.
- b) As mandated by WIOA, Contractor shall collect data during follow-up contacts to meet the P2E 2.0 Performance Measures outlined in this Exhibit A.
- c) Contractor must document all follow-up contacts in the State CalJOBS system.
- d) If the Contractor's Career Coach is not able to make contact during a given follow-up period, the Career Coach will document all attempts to contact participant in the case notes in the State CalJOBS system. Contractor will make a minimum of three (3) attempts at contacting the participant during the follow-up period.
- e) Contractor will provide follow-up services to all exited participants. The Career Coach will identify issues requiring additional assistance during the follow-up period. Based upon these issues, follow-up services may include:
  - o Work-Related Peer Support Group
  - o Transportation
  - o Purchase of Work-Related Uniform/Attire
  - o Purchase of Work-Related Tools
  - o Supportive services, as approved by the WDB supportive services policy, located online at: [www.montereycountywdb.org/policies/policies/](http://www.montereycountywdb.org/policies/policies/)
  - o Other follow-up services, as approved by WDB

#### **J. COORDINATION WITH WDB STAFF AND CONTRACTORS:**

- 1) The California Workforce Development Board's State Plan provides the policy framework

and direction for day-to-day operations of WIOA-funded programs (found at [2020-2023 State Plan | CWDB \(ca.gov\)](#)). One of the elements of the State Board's policy framework for program alignment is "Integrated Service Delivery," which includes braiding resources and coordinating services at the local level to meet customer needs.

- a) Contractor will work collaboratively and coordinate services with other WIOA partners and their subcontractors to ensure comprehensive and seamless delivery of services.
- 2) As long as Arbor E&T is providing One Stop Operator services to the WDB, Contractor shall report any concerns or issues relating to conflict of interest with the One Stop Operator directly to WDB staff and shall bypass the One Stop Operator.
- 3) Contractor will meet regularly (no less than quarterly) with WDB staff to discuss enrollments, participant retention, program design, outcomes (employment and education), program expenditures, staffing, and other elements that have the potential to impact the quality of the programs and services provided under this agreement. Dates, times, and locations for regular meetings with WDB staff will be mutually agreed upon by attendees. Meeting agendas will focus on coordination of efforts to ensure participants' success by providing seamless integration of services, on coordination of the services provided to participants to ensure they attain program goals, and documentation of participants' achievement of goals.
- 4) Contractor, as the P2E 2.0 service provider, shall work with WDB staff, the One Stop Operator (currently Arbor E&T), and other AJCC customer services staff to ensure that the AJCC Certification and continuous quality improvement (CQI) requirements are met at each of the comprehensive AJCCs and satellite sites.
  - a) The WIOA establishes a framework under which Local Boards are responsible for maintaining a network of high-quality, effective AJCCs. To assist in these efforts, the California Workforce Development Board (CWDB), in consultation with an AJCC Certification Workgroup comprised of state-level partners and Local Board representatives, developed objective criteria and procedures for Local Boards to use when certifying the AJCCs within their Local Workforce Development Areas (Local Area).
  - b) To highlight areas where AJCCs can continuously improve their service delivery, the AJCC Certification Workgroup identified seven AJCC Certification Indicators to measure continuous improvement for all AJCCs.

The AJCC Certification Indicators are as follows:

1. The AJCC ensures universal access, with an emphasis on individuals with barriers to employment.
  2. The AJCC actively supports the One-Stop system through effective partnerships.
  3. The AJCC provides integrated, customer-centered services.
  4. The AJCC is an on-ramp for skill development and the attainment of industry-recognized credentials which meet the needs of targeted regional sectors and pathway.
  5. The AJCC actively engages industry and labor and supports regional sector strategies through an integrated business service strategy that focuses on quality jobs.
  6. The AJCC has high-quality, well-informed, and cross-trained staff.
  7. The AJCC achieves business results through data-driven continuous improvement.
- c) While the P2E 2.0 services provider (Contractor) is responsible for providing direct services to WIOA-enrolled job seekers, and for providing staff to work in the AJCC as part of a functionally integrated service delivery model, the role of the One Stop

Operator is: to ensure the smooth daily operation of the AJCC's employment center and the partners' rooms, coordinating the delivery of career services and other WIOA services between all AJCC services providers; to continue to develop and enhance the workforce system in the Monterey County workforce development area by focusing on a fully coordinated and integrated service delivery model that is market-driven and offers value-added services to job seekers; and to coordinate all AJCC activities and strategies across the One Stop system with WDB staff, as well as coordinate with affiliated sites.

1. Contractor shall work with the One Stop Operator to ensure that the AJCC is customer-centered and business friendly;
2. Contractor shall work with the One Stop Operator to continuously improve service delivery; and
3. Contractor will assist the One Stop Operator to meet the AJCC Certification indicators in conjunction with other AJCC partners.

5) WDB staff will be responsible for reporting to the State and will field all requests from the Chief Elected Official—the County Board of Supervisors, the WDB members, the media, North Central Coast Regional Planning Unit members, and other interested stakeholders. Contractor will respond to reporting requests made by the WDB within 5 days of a request.

#### **K. EVALUATION OF CONTRACTOR:**

Authorized Federal, State and County representatives and contracted vendors 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 employees and agents, and WIOA participants.

#### **L. 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 reflect:
  - a. 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
  - b. All other matters covered by this agreement. Such records shall be maintained in accordance with requirements now or hereafter prescribed by the WDB.
- 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 the records until the resolution of such litigation or audit.

#### **M. 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 actively promote the WDB as the provider of services received by WIOA participants. Contractor shall use the WDB approved logo in any and all promotional, advertisement, and program related materials relative to the services under this agreement. Contractor staff shall use their assigned County email addresses when communicating with clients, businesses, and other workforce stakeholders, and shall not use any other email addresses to conduct business on behalf of the WDB. All materials shall acknowledge the WDB and its role as the source of funding.

#### **N. BUDGET MODIFICATION:**

If Contractor requests, in writing, a change in Exhibit B, Budget Summaries, 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 a maximum of 10% of the line item. Budget modifications or transfer of funds affecting the performance benchmarks is prohibited.

## EXHIBIT B

### BUDGET SUMMARY

Prison to Employment 2.0  
March 1, 2024 through December 31, 2024

2024 Prison to Employment 2.0				
Organization:	Equus Workforce Services			
Contract Year:	March 1, 2024 through December 31, 2024			
I. OPERATING COSTS				
A. WAGES AND FRINGES	Salary	FTE Allocated to Contract	Leveraged Amount	Total Cost to Contract
Position Title				
Case Manager				\$ 8,623.92
Subtotal Wages & Fringes				\$ 8,623.92
TOTAL OPERATING BUDGET				\$ 8,623.92
B. Indirect Costs (10.56%)				\$ 902.08
C. Direct Participant Costs				
Participant Training				\$ 81,000.00
Support Services				\$ 4,500.00
Subtotal Direct Participant Costs				\$ 85,500.00
TOTAL BUDGET				\$ 95,026.00

**EXHIBIT C**  
**REFERRAL FORM**

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**WIOA PARTNER REFERRAL FORM**

**DATE:** \_\_\_\_\_ **REFERRAL GROUP:**    ☐ **Adult** (18 and older)    ☐ **Youth** (18 to 24)  
☐ **Displaced Workers** – Separated from Employment/Service or Major Life Changes

**CUSTOMER INFORMATION:**

Name: \_\_\_\_\_

City: \_\_\_\_\_ DOB: (mm/dd) \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**REFERRED BY: Organization Name Here**

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**REASON FOR REFERRAL:**

**COMMUNITY BASED ORGANIZATION:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**NOTES:**

☐ This a DCSS client. You must sign this referral form and make a copy for them to return to DCSS. Thank you

Signature: \_\_\_\_\_

Your consent to share personal information is entirely voluntary and you may withdraw your consent at any time.

Su consentimiento para compartir información personal es completamente voluntario y puede retirarlo en cualquier momento.

# EXHIBIT C

## REFERRAL FORM

WIOA PARTNER REFERRAL FORM		
<input type="checkbox"/> <b>Adult School – Gonzales</b> 650 Elko Street, Gonzales (831) 675-1081 <a href="https://ae.gonzalesusd.net/">https://ae.gonzalesusd.net/</a>	<input type="checkbox"/> <b>Adult School – Monterey</b> 1295 La Salle Ave, Seaside (831) 392-3565 <a href="https://mas.mpusd.net/">https://mas.mpusd.net/</a>	<input type="checkbox"/> <b>Adult School – Pacific Grove</b> 1025 Lighthouse Ave, Pacific Grove (831) 646-6580 <a href="https://pgadulthood.pgusd.org/">https://pgadulthood.pgusd.org/</a>
<input type="checkbox"/> <b>Adult School – Salinas</b> 20 Sherwood Pl, Salinas (831) 287-9511 <a href="https://www.salinasuhd.org/sas">https://www.salinasuhd.org/sas</a>	<input type="checkbox"/> <b>Adult School – Soledad</b> 690 Main Street, Soledad (831) 678-6300 <a href="https://svaec.org">https://svaec.org</a>	<input type="checkbox"/> <b>Southern California American Indian Resource Center (SCAIR), Inc.</b> Phone: (805) 765-6243 <a href="https://www.scairinc.org/">https://www.scairinc.org/</a>
<input type="checkbox"/> <b>AJCC Marina – Adult, DW</b> 289 12 <sup>th</sup> Street Room 402, Marina (831) 597-2858	<input type="checkbox"/> <b>AJCC Salinas – Adult &amp; Dislocated Worker Programs / Youth</b> 344 Salinas Street STE#201, Salinas (831) 796-3335	<input type="checkbox"/> <b>AJCC Seaside – Youth North - Equus</b> 1295 La Salle Ave., #14 Seaside (831) 708-6484
<input type="checkbox"/> <b>Center for Employment Training, Salinas/Soledad (CET) Farm Worker Programs</b> 24 E. Alvin Drive, Salinas (831) 424-0665 930 Los Coches Drive, Soledad (831) 678-0448	<input type="checkbox"/> <b>Monterey County Workforce Development Board (Business Services and Grants) (MCWDB)</b> 344 Salinas Street STE #101, Salinas (831) 796-3387 <a href="http://montereycountywdb.org">montereycountywdb.org</a>	<input type="checkbox"/> <b>Civil Rights Office – Discrimination Complaints</b> 1441 Schilling Place, North, Salinas (831) 755-5117 <a href="https://www.co.monterey.ca.us/government/departments-a-h/civil-rights-office">https://www.co.monterey.ca.us/government/departments-a-h/civil-rights-office</a>
<input type="checkbox"/> <b>Community College – Hartnell</b> 411 Central Avenue, Salinas 1752 E. Alisal Street, Salinas CTE - (831) 755-6700 Adult Ed X 6727 Non-Credit/ESL (831) 759-6051	<input type="checkbox"/> <b>Community College – MPC</b> 980 Fremont Street, Monterey 289 12 <sup>th</sup> Street, Marina Admissions & Records (831) 646-4002 <a href="https://www.mpc.edu/">https://www.mpc.edu/</a>	<input type="checkbox"/> <b>Dept. of Rehabilitation (DOR)</b> 928 E. Blanco Rd. Ste. #280 Salinas AJCC Salinas Tues 9am to 12pm (831) 769-8066
<input type="checkbox"/> <b>Dept. of Social Services (DSS) CWES CalWORKS Employment Services</b> 730 La Guardia Street, Salinas 1281 Broadway Ave. Seaside 200 Broadway #62, King City <b>1-800-870-4750</b>	<input type="checkbox"/> <b>Employment Development Department (EDD)</b> 928 E. Blanco Road, Suite 280 Salinas, CA 93901 (831) 202-9199 <a href="mailto:WSBMontereyInfo@edd.ca.gov">WSBMontereyInfo@edd.ca.gov</a>	<input type="checkbox"/> <b>Child Support Services</b> 752 La Guardia St. Salinas (831) 769-8782 or (866) 901-3212 <a href="http://www.co.monterey.ca.us/government/departments-a-h/child-support-services">www.co.monterey.ca.us/government/departments-a-h/child-support-services</a>
<input type="checkbox"/> <b>Housing Authority of Monterey CO</b> 123 Rico Street, Salinas (831) 775-5000 TDD (831) 754-2951 <a href="https://hamonterey.org/">https://hamonterey.org/</a>	<input type="checkbox"/> <b>Job Corps</b> 3485 East Hills Dr., San Jose, CA 95127 (415) 937-2510 <a href="mailto:Magee.brandan@jobcorps.org">Magee.brandan@jobcorps.org</a>	<input type="checkbox"/> <b>Senior Community Service Employment Program – (ANPPM)</b> 1325 N. Main St., Salinas (831) 287-2350 x 8358
<input type="checkbox"/> <b>Monterey County Office of Education</b> 901 Blanco Cir, Salinas, CA 93901 (831) 783-5285 – Jocelyn Rios <a href="https://www.montereycoe.org/programs-services/alternative-education/schools/">https://www.montereycoe.org/programs-services/alternative-education/schools/</a>	<input type="checkbox"/> <b>Community Action Partnership</b> 1000 South Main St #301, Salinas (831) 796-1553 <a href="http://services/community-action-partnership#cap">services/community-action-partnership#cap</a>	<input type="checkbox"/> <b>Youth Services South – Turning Point</b> 344 Salinas Street STE#208, Salinas (831) 256-7110

I agree to my information being shared and gathered for data tracking and referral purposes only, between all listed local WIOA partners.

Estoy de acuerdo con que mi información sea compartida y recolectada solo para fines de seguimiento y referencia de datos, entre todos los colaboradores locales de WIOA indicados.

\_\_\_\_\_ Participant initials/ Iniciales del participante

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**EXHIBIT D**  
**MONTHLY NARRATIVE REPORT**

<b>AGENCY NAME</b>
<b>PROGRAM</b> <input type="checkbox"/> ADULT <span style="margin-left: 150px;"><input type="checkbox"/> DISLOCATED WORKER</span> <span style="margin-left: 150px;"><input type="checkbox"/> YOUTH</span>

**REPORT INFORMATION**

<b>REPORT COMPLETED BY</b>	<b>DATE (DD/MM/YYYY)</b>
<b>REPORTING MONTH</b> <input type="checkbox"/> JANUARY <input type="checkbox"/> FEBRUARY <input type="checkbox"/> MARCH <input type="checkbox"/> APRIL <input type="checkbox"/> MAY <input type="checkbox"/> JUNE <input type="checkbox"/> JULY <input type="checkbox"/> AUGUST <input type="checkbox"/> SEPTEMBER <input type="checkbox"/> OCTOBER <input type="checkbox"/> NOVEMBER <input type="checkbox"/> DECEMBER	
<b>REPORTING YEAR (IF DIFFERENT FROM YEAR LISTED IN DATE FIELD)</b>	

**PERFORMANCE INFORMATION**

<b>OUTREACH / RECRUITMENTS</b>
<b>BUSINESS ENGAGEMENT</b>
<b>ENROLLMENTS</b>
<b>TRAINING / WORK EXPERIENCE</b>
<b>JOB PLACEMENTS</b>
<b>SUCCESS STORIES</b>
<b>ISSUES / CONCERNS REQUIRING MCWDB ASSISTANCE</b>

**EXHIBIT E**  
**QUARTERLY NARRATIVE REPORT**

<b>AGENCY NAME</b>		
<b>PROGRAM</b> <input type="checkbox"/> ADULT <span style="margin-left: 150px;"><input type="checkbox"/> DISLOCATED WORKER</span> <span style="margin-left: 150px;"><input type="checkbox"/> YOUTH</span>		

**REPORT INFORMATION**

<b>REPORT COMPLETED BY</b>	<b>DATE (DD/MM/YYYY)</b>
<b>REPORTING QUARTER:</b> <input type="checkbox"/> JANUARY through MARCH <span style="margin-left: 100px;"><input type="checkbox"/> APRIL through JUNE</span> <input type="checkbox"/> JULY through SEPTEMBER <span style="margin-left: 100px;"><input type="checkbox"/> OCTOBER through DECEMBER</span>	
<b>REPORTING YEAR (IF DIFFERENT FROM YEAR LISTED IN DATE FIELD)</b>	

**PERFORMANCE INFORMATION**

<b>OUTREACH / RECRUITMENTS</b>
<b>BUSINESS ENGAGEMENT</b>
<b>ENROLLMENTS</b>
<b>TRAINING / WORK EXPERIENCE</b>
<b>JOB PLACEMENTS</b>
<b>SUCCESS STORIES</b>
<b>ISSUES / CONCERNS REQUIRING MCWDB ASSISTANCE</b>

## EXHIBIT F

### 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, 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), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, 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 WIOA.
- c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].
- d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
- e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288), including the requirement to provide priority service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the DOL.
- f. Contractor will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

#### 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. **Contracting with Corporations with Felony Criminal Convictions Prohibited:** The Monterey County Workforce Development Board (MCWDB) and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.
- c. **Contracting with Corporations with Unpaid Tax Liabilities Prohibited:** The MCWDB and its subrecipients may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a

timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- d. **Expatriate Corporations:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California.
- e. **Americans Disabilities Act (ADA):** Contractor agrees to comply with the Americans with 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.)
- f. **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).
- g. **Authority to Bind Contractor:** Contractor shall furnish the MCWDB 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 MCWDB.
- h. **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.
- i. **Domestic Partners:** For contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that it is in compliance with Public Contract Code § 10295.3.
- j. **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).
- k. **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.
- l. **Excluded Parties List:** The MCWDB will not contract with any entity listed on the Excluded Parties List System in the federal System for Award Management. Contractor hereby represents and warrants that it is not so listed.

- m. **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.
  - (4) The Contractor must notify the MCWDB if an employee of the Contractor is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.
  - (5) Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future agreements if it is determined that any of the following has occurred: the Contractor has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)
- n. **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).
- o. **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 Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the Contractor, to the best of its knowledge and belief, 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.
- p. **Mandatory Disclosures:** All WIOA and Wagner-Peyser recipients of Federal awards must disclose, as required at 2 CFR 200.113, in a timely manner, in writing to the Federal awarding agency or the MCWDB, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338 (Remedies for noncompliance), including suspension or debarment.
- q. **Lobbying Certification:** By signing this AGREEMENT, Contractor hereby assures and certifies to compliance with the lobbying restrictions which are codified in Title 31 of the United States Code, section 1352, as implemented by DOL regulations at 2 CFR Part section 200.208, as follows:
- (1) No Federal appropriated funds have been paid, by or on behalf of 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 United States Code, section 1352, Title 31. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
- r. **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.

- s. **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 MCWDB, 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.
- t. **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.
- u. **Non-discrimination Clause / Affirmative Action / Equal Employment Opportunity:**
  - (1) The conduct of the parties to this Agreement will be in accordance with Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated hereunder and the provisions of WIOA Section 188 and 29 CFR Part 38.
    - a. As a condition to the Agreement of financial assistance from the DOL under WIOA, Contractor assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the Agreement:
      - i. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), age, disability, political affiliation or belief, or against beneficiaries on the basis of either citizenship/status or participation in any WIOA financially assisted Title I program or activity;
      - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
      - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
      - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and

- v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.
  - b. Contractor also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to 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.
  - d. These assurances are binding on Contractor for the term of this Agreement, as specified in 29 CFR section 38.26(b).
- (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 discrimination complaint procedures in compliance with the WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900, Federal regulations and State statutes, regulations and policy. (Reference MCWDB Policy 2018-1 – Nondiscrimination and Equal Opportunity Procedures, accessible at: <http://www.montereycountywib.org/policies/policies/>).
  - (6) 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 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL."



- (8) 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.

v. **Indemnification:**

- (1) 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.
- (2) The following provision applies only if the Contractor is a non-governmental entity: The Contractor agrees to the extent permitted by law, to indemnify, defend and hold harmless the MCWDB, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other 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 and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Contractor in the performance of this Agreement.

- w. **Salary and Bonus Limitations:** Pursuant to P.L. 117-328, Division H, Title I, Section 105, award recipients and subrecipients shall not use funds to pay the salary and bonuses of an individual, either as direct costs or as indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the [OPM.gov](https://www.opm.gov) website. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.331. 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, taking into account factors including the relative cost-of- living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including DOL programs. See [TEGL 5-06](#) for further clarification.

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.

- x. **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, DOL Exceptions 2 CFR Part 2900, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part
- y. **Clean Air Act:** Contractor agrees 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).
- z. **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.

### 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 MCWDB will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed, in whole or in part, by Contractor or the MCWDB: supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No member of Contractor or the MCWDB will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents. For the purpose of this Agreement, a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein has a financial interest in or a tangible personal benefit from a firm considered for a contract, subcontract, or Agreement. (Reference 2 CFR Part 200.318(c)(1)(2) – Conflict of Interest) If a non-Federal entity, has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears unable to be impartial in conducting a procurement action involving a related organization. (Reference 2 CFR Part 200.318(c)(2))
- c. **Buy-American:** 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). For the purposes of this award, the Contractor is required to maximize the use of goods, products, and materials produced in, and services offered in, the United States, in accordance with the Made in America Laws. No funds may be made available to any person or entity (including as a contractor or subrecipient of the award recipient) that has been found to be in violation of any Made in America Laws.
- 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:** As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of 2 CFR 200.322 must be included in all subawards including all contracts and purchase orders for work or products under this award. Contractor must additionally comply with the MCWDB procurement policy and procedures which reflect applicable local, State and Federal laws and regulations, and the standards identified in Uniform Guidance 2 CFR Part 200.318 – General Procurement Standards. (Reference MCWDB Policy 2019-02 – Procurement Standards and policy attachments; <https://www.montereycountywdb.org/policy-procedures/>).
- f. **Flood Insurance:** The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 *et seq.*, provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in communities in the United States identified as flood-prone, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for the DOL support.
- g. **Architectural Barriers:** The Architectural Barriers Act of 1968, 42 U.S.C. 4151 *et seq.*, as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by the U.S. General Services Administration (GSA) (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
- h. **Promoting Equitable Delivery of Government Benefits and Equal Opportunity:** The Department of Labor (Labor) seeks to affirmatively advance equity, civil rights and equal opportunity in the policies, programs, and services it provides. Therefore, consistent with Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*, Contractors must execute the terms and conditions of their funding award in a manner that advances equity for all, including people of color and others who have been historically underserved, marginalized, and adversely affected by persistent poverty and inequality. This extends to all award activities including, but not limited to, service delivery, selection of subrecipients and contractors, and procurement of goods and services. Government programs are designed to serve all eligible individuals. As an expectation, Contractors should make the goods and services they provide widely available with the goal of effectively serving a diverse population of eligible individuals; fairly, justly, and impartially in administering the funding award. Contractors are encouraged to engage in contracting and subcontracting for goods and services related to performing the terms and conditions of their agreements in such a way to achieve equity.
- i. **Publicity:** Pursuant to P.L. 117-328, Division H, Title V, Section 503, the Contractor is not authorized to use any funds provided under this award—other than for normal and recognized executive–legislative relationships—for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation, designed to support or defeat legislation pending before the Congress or any state or local legislature or legislative body, except in presentation to the Congress or any state or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government, except in presentation to the executive branch of any state or local government itself.

- j. **Telecommunications Prohibition:** Contractors must adhere to 2 CFR 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment (effective August 13, 2020). Contractors are prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, any use of video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is prohibited, including telecommunications or video surveillance services provided by such entities or using such equipment and telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- k. **Waste, Fraud, and Abuse:** No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- l. **Whistleblower Protection:** All employees working for contractors, grantees/ grant recipients, subcontractors, subgrantees/ subrecipients, and recipients of cooperative agreements working on this Federal award are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The award recipient shall inform its employees and applicable contractors and subrecipients, in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. The Contractor shall insert the substance of this clause in all subawards and contracts over the Simplified Acquisition Threshold.
- m. **Historically Black Colleges and Universities, Other Minority Institutions:** Pursuant to Executive Order (EO) 12928, the Contractor is strongly encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
- n. **Improving Access to Services for Persons with Limited English Proficiency:** As clarified by EO 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, Contractor must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency, 68 FR 32289 (May 29, 2003). Meaningful access may entail providing language assistance services, including oral and written translation, where necessary.

- o. **Harassment Prohibited:** The Contractor is prohibited from engaging in harassment of an individual based on race, color, religion, sex, national origin, age, disability, or political affiliation or belief, or, for beneficiaries, applicants, and participants only, based on citizenship status or participation in any WIOA Title I-financially assisted program or activity. Harassing conduct of this type is a violation of the nondiscrimination provisions of WIOA and of 29 CFR Part 38.
- p. **Health Benefits Coverage for Contraceptives:** Federal funds may not be used to enter in to or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plan's Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.
- q. **Health Benefits Coverage for Abortions Restricted:** Pursuant to P.L. 117-328, Division H, Title V, Section 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself that would, as certified by a physician, place the women in danger of death unless an abortion is performed. This restriction does not prohibit a contractor from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this grant award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.
- r. **Fair Labor Standards Act Amendment for Major Disasters:** Pursuant to P.L. 117-328, Division H, Title I, Section 108, the Fair Labor Standards Act of 1938 (FLSA) will apply as if the following language was added to Section 7 (the Maximum Hours Worked Section). This language specifically relates to occurrences of a major disaster (as declared or designated by the state or federal government) and are applied for a period of two years afterwards. The language is as follows:
- “(s)(1) The provisions of this section [maximum hours worked] shall not apply for a period of 2 years after the occurrence of a major disaster to any employee—
- (A) employed to adjust or evaluate claims resulting from or relating to such major disaster, by an employer not engaged, directly or through an affiliate, in underwriting, selling, or marketing property, casualty, or liability insurance policies or contracts;
- (B) who receives from such employer on average weekly compensation of not less than \$591.00 per week or any minimum weekly amount established by the Secretary, whichever is greater, for the number of weeks such employee is engaged in any of the activities described in subparagraph (C); and (C) whose duties include any of the following:
- interviewing insured individuals, individuals who suffered injuries or other damages or losses arising from or relating to a disaster, witnesses, or physicians;
  - inspecting property damage or reviewing factual information to prepare damage estimates;
  - evaluating and making recommendations regarding coverage or compensability of claims or determining liability or value aspects of claims;
  - negotiating settlements; or

- making recommendations regarding litigation.
- (2) The exemption in this subsection shall not affect the exemption provided by section 13(a)(1) [of the FLSA].
- s. **Lobbying/Advocacy Restricted:** Pursuant to P.L. 117-328, Division H, Title V, Section 503, no federal funds may be used to pay the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body, other than for normal and recognized executive–legislative relationships or participation by an agency or officer of a state, local or tribal government in policymaking and administrative processes within the executive branch of that government.
  - t. **Blocking Pornography Required:** Pursuant to P.L. 117-328, Division H, Title V, Section 520, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.
  - u. **Privacy Act:** No funds can be used in contravention of 5 U.S.C. 552a (the Privacy Act) or regulations implementing the Privacy Act.
  - v. **Procuring Goods Obtained through Child Labor Prohibited:** Pursuant to P.L. 117-328, Division H, Title I, Section 103, no Federal funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by the DOL prior to December 29, 2022. DOL has identified these goods and services at ILAB's List of Products Produced by Forced or Indentured Child Labor webpage.
  - w. **Promotion of Drug Legalization Restricted:** Pursuant to P.L. 117-328, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of the schedules of controlled substances established under Section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.
  - x. **Purchase of Sterile Needles or Syringes Restricted:** Pursuant to P.L. 117-328, Division H, Title V, Section 526, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug. This limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.
  - y. **Text Messaging While Driving:** Contractors are strongly encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or when performing any work for or on behalf of the Monterey County Workforce Development Board (MCWDB).
  - z. **Restrictions Against the Creation or Research of Embryos:** Pursuant to P.L. 117-328, Division H, Title V, Section 508, no Federal funds shall be used for (1) the creation of a human embryo or embryos for research purposes; or (2) research in which a human embryo or embryos

are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)). For purposes of this section, the term “human embryo or embryos” includes any organism, not protected as a human subjected under 45 CFR 46 as of December 29, 2022, that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

**aa. Trafficking in Persons Prohibited:**

- (1) This part establishes a government-wide award term for grants and cooperative agreements to implement the requirement in regard to Trafficking in persons.

*a. Provisions applicable to a recipient that is a private entity.*

I. The award recipient, the award recipient's employees, subrecipients under this award, and subrecipients' employees may not—

- (A). Engage in severe forms of trafficking in persons during the period of time that the grant award is in effect; or
- (B). Procure a commercial sex act during the period of time that the award is in effect; or
- (C). Use forced labor in the performance of the award or subawards under the award.

II. DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if the award recipient or a subrecipient that is a private entity —

- (A). Is determined to have violated a prohibition in paragraph a.I of this award term; or
- (B). Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.I of this award term through conduct that is either—
  - i. Associated with performance under this award; or
  - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2998.

*b. Provision applicable to a recipient other than a private entity.* DOL/ETA as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

I. Is determined to have violated an applicable prohibition in paragraph a.I of this grant award term; or

II. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a. I of this grant award term through conduct that is either—

- (A). Associated with performance under this award; or
- (B). Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 29 CFR Part 98.

*c. Provisions applicable to any recipient.*

- I. The award recipient must inform DOL/ETA immediately of any information the award recipient receives from any source alleging a violation of a prohibition in paragraph a.1 of this grant award term.
- II. DOL/ETA right to terminate unilaterally that is described in paragraph a. II or b of this section:
  - (A). Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - (B). Is in addition to all other remedies for noncompliance that are available to DOL/ETA under this grant award.
- III. The award recipient must include the requirements of paragraph a. I of this award term in any subaward the award recipient makes to a private entity.

#### **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 MCWDB, and any attempted assignment or subcontract without such prior written consent may cause immediate termination of the Agreement.
- b. Upon approval from the MCWDB, 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. CONSULTANTS**

Fees paid to a consultant who provides services under a program, shall be limited to \$815 per day (representing an 8 hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

## **7. RESOLUTION**

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

## **8. FUNDING**

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

## **9. FISCAL ACCOUNTABILITY**

- a. Contractor shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. An integral part of the required financial management system is a system of internal accounting controls that will provide reasonable assurance that

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

- b. Contractor will comply with controls, record keeping and fund accounting procedure requirements of WIOA, Federal and State regulations, and directives to ensure the proper accounting for program funds paid to Contractor by the MCWDB through a cost reimbursement process.
- c. This Agreement provides for the reimbursement of allowable costs that are identified and approved in the AGREEMENT budget, and incurred in the operation of the programs specified in the scope of services. Back-up documentation is required from 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 MCWDB (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 MCWDB 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 MCWDB.

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

## **10. PAYMENT OF AUTHORIZED EXPENDITURES**

- a. Subject to receipt of funds from the State, the MCWDB agrees to reimburse Contractor for expenditures authorized in the AGREEMENT budget. Financial reports and invoices are due to the fiscal unit of the MCWDB by the 15th working day of each month and shall include all obligations, expenditures and accruals incurred during the previous month, unless otherwise specified by the MCWDB. Late submission of financial reports and invoices are subject to withholding of payment due to non-compliance with Contractor's AGREEMENT to submit timely and accurate reports and invoices. The MCWDB's Fiscal Unit shall pay the certified invoice within 45 days of receiving the certified invoice. Financial information reported on claims must be directly linked to records maintained by Contractor which support actual delivery of services as outlined in the existing AGREEMENT between Contractor and the MCWDB. The MCWDB 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.

## **11. REQUIRED FUNDING INFORMATION IN PUBLIC COMMUNICATIONS**

Pursuant to Public Law 117-328, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. The requirements of this term are separate from those in 2 CFR Part 200 and, when applicable, both must be complied with.

## **12. 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 MCWDB areas of performance which are below goals and standards and, with respect to each such area, prepare a corrective action plan or a statement justifying modification of operational plans. In addition, upon receipt of any monitoring report or other communication identifying areas of concern, a corrective action plan must be submitted to the MCWDB within the time frame identified in the report. A corrective action plan shall consist of the following:
  - (1) Specific Actions to be taken
  - (2) The objective of each action
  - (3) Completion dates
  - (4) Person(s) responsible
  - (5) Result(s) to be accomplished
- c. Contractor shall submit all corrective plans to the MCWDB for written approval. If approved, Contractor shall keep the MCWDB aware of progress, on a continuing basis, until the corrective action plan results are accomplished. The MCWDB reserves the right to require modifications to the corrective action plan, satisfactory to the MCWDB, in the event of failure by 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 MCWDB. Such reduction will be accompanied by a proportionate decrease in obligated AGREEMENT funds.

### **13. 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.

### **14. AMENDMENTS**

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

- a. There is a decrease in Federal or State funding levels.

- b. Funds awarded to 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 MCWDB has determined, in a manner consistent with State and Federal law, regulations and policies, that funds will not be spent in a timely manner.
- c. There is a change in State and Federal law or regulation requiring a change in the provisions of this AGREEMENT.

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

## 15. REPORTING

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

## 16. TERMINATION

In the event of early termination of this AGREEMENT, the MCWDB's liability to Contractor is limited to the value of services and/or goods provided to the date of termination. This AGREEMENT may be terminated, in whole or in part, for either of the two following circumstances:

- a. **Termination for Convenience:** The MCWDB may, in its sole discretion, terminate this Agreement for convenience, including but not limited to, insufficient funding, lack of program participants, change in focus of WIOA program priorities, and similar. The MCWDB shall provide Contractor with ninety (90) days advance notice of termination of this Agreement for convenience.
- b. **Termination for Cause:** The MCWDB may terminate this Agreement, in whole or in part, if it determines that Contractor has substantially breached this agreement or violated WIOA, WIOA regulations, the Uniform Guidance, implementing state legislation, and/or guidance and directives issued by the State Employment Development Department or the federal Department of Labor. In the event of Contractor's breach of this Agreement or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may pursue all legal remedies available to it under federal and state law, including injunctive relief and restitution of WIOA funds previously disbursed to Contractor.
  - (1) In the event of breach of this Agreement by Contractor or in the event of Contractor's violation of WIOA and related laws, regulations, guidance and directives, the MCWDB may also seek to impose administrative sanctions such as, but not limited to, a bar on Contractor's future receipt of WIOA funds and/or a bar on Contractor's future provision of WIOA program services.

- (2) The MCWDB may, in its sole discretion, afford Contractor the opportunity to take corrective action prior to terminating this Agreement and/or pursuing legal remedies/administrative sanctions.

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 MCWDB will be addressed to:

Executive Director  
Workforce Development Board (MCWDB)  
344 Salinas Street, Suite 101  
Salinas, CA 93901

Notices to Contractor will be addressed to:

Vice President of Operations Nicole Ganier  
Arbor E&T, LLC, dba Equus Workforce Solutions  
344 Salinas Street, Suite 203  
Salinas, CA 93901

With a notice copy to:  
Arbor E&T, LLC  
Attn: Mark Douglass  
9510 Ormsby Station Road, Suite 104  
Louisville, KY 40223

## **17. 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 MCWDB, the State of California, and/or the U.S. DOL, or their designee (refer to Uniform Guidance, Subpart F, Part 200.500-200.521) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this AGREEMENT. For purposes of this section, "access to" means that 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 MCWDB 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 MCWDB, as both a reporting and a case management tool.

## 18. AUDITS

- a. If Contractor expends \$750,000 or more in a year in federal funds, CONTRACTOR shall submit an audit report that conforms to the requirements of 2 CFR part 200.501, subpart F (Single Audit.) OMB's approved DOL exception at 2 CFR 2900.2 expands the definition of 'non-Federal entity' to include for-profit entities and foreign entities. As such, for-profit and foreign entities that are recipients/subrecipients of a DOL award must adhere to the Uniform Guidance at 2 CFR 200, including Subpart F. Funds may be set aside in Contractor's budget in an amount equal to MCWDB'S fair share of the Contractor's cost of an A-133 independent audit, if required.
- b. The audit report shall ascertain and determine that no services provided by the Contractor under this AGREEMENT are duplicative of services provided to another agency from which Contractor receives funding and are not being reimbursed from funding received from another agency.
- c. Contractor shall enter into an agreement with an outside auditor no later than sixty (60) days before the end of each Fiscal Year calling for the financial and compliance audit of the Fiscal Years that are covered by this AGREEMENT. The written agreement may be in the form of an engagement letter prepared by the auditor and approved by Contractor.
- d. The audit report must be completed and sent to the MCWDB within six months of the end of each Fiscal Year covered by this AGREEMENT. Acceptable forms include: (i) an original, bound copy signed by the certified public accountant responsible for the work, OR (ii) a protected document file format (.pdf) emailed from the certified public accountant. If this AGREEMENT expires or is terminated on a date that occurs after the period covered by the foregoing audit, the Contractor shall deliver an audit report within two hundred and fifty (250) days after the expiration or termination of this AGREEMENT auditing the period not covered by the prior audit.
- e. Should Contractor not enter into an agreement with an outside auditor or should an audit not be performed on a timely basis, the MCWDB, at its discretion, may enter into an agreement with an independent auditor to perform the audit at Contractor's expense.
- f. The Contractor shall submit to the MCWDB copies of management letters the auditor prepares for the Contractor as part of the audit engagement.
- g. All audits must be performed by Certified Public Accountants currently certified and licensed to practice in the State of California. Contractor must have auditor's proof of current licensing on file in Contractor's office. Contractor must submit a copy of the auditor's certification to practice in California to the MCWDB.
- h. 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.

- i. Auditors performing monitoring or audits of Contractor will immediately report to the MCWDB any incidents of fraud, abuse or other criminal activity in relation to this AGREEMENT, the WIOA or its regulations.

## **19. DISALLOWED COSTS**

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

## **20. CONFLICTS**

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

## **21. PROPERTY**

- a. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and any rights of copyright to which the grant award recipient, subrecipient or a contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include, but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise.
  - (1) Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the DOL/ETA has a license or rights of free use in such work, although they may be used to pay costs for obtaining a copy which is limited to the developer/seller costs of copying and shipping.
  - (2) If revenues are generated by selling products developed with grant funds, including intellectual property, these revenues are considered as program income. Program income must be used in accordance with the provisions of this grant award and 2 CFR 200.307.
  - (3) The following language must be on all workforce products developed in whole or in part with grant funds:  
  

*“This workforce product was funded by a grant awarded by the U.S. Department*



*of Labor (DOL)'s Employment and Training Administration. The product was created by the recipient and does not necessarily reflect the official position of DOL/ETA. DOL/ETA makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it."*

- (4) Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.
- (5) If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2](#) (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- b. 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 MCWDB. In addition, any tools and/or equipment furnished to Contractor by the MCWDB 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 MCWDB. Upon termination of this AGREEMENT, Contractor will immediately return such tools and/or equipment to the MCWDB or dispose of them as prescribed by the MCWDB.
- c. All non-expendable property acquired with program funds provided, in whole or in part, under this AGREEMENT shall become property of the MCWDB at the time of acquisition and shall be returned to the MCWDB upon termination of the AGREEMENT and completion of the program or at such time as the MCWDB 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.
- d. Contractor shall obtain advance written approval of MCWDB 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.
- e. 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.

- f. 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 MCWDB.

## 22. CONFIDENTIALITY REQUIREMENTS

The MCWDB 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 MCWDB 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, except where disclosure is allowed by prior written approval of the Grant Officer or by court order. Contractor must take reasonable measures to safeguard protected PII, as well as any information that the MCWDB designates as sensitive. Both Contractor and the MCWDB must meet the requirements in Training and Employment Guidance letter (TEGL) 39-11, Guidance on the Handling and Protection of Personally Identifiable Information, located at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=7872](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=7872).
- b. Each party shall keep all information that is exchanged between them in the strictest confidence and make sure information available to their respective employees is only on a “need-to-know” basis.
- c. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- d. 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 MCWDB of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (831) 759-6644 or (831) 796-6434. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. Contractor shall cooperate with the MCWDB in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If 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 MCWDB or Contractor enters into an AGREEMENT with a third-party to provide WIOA services, the MCWDB 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 MCWDB 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.

**EXHIBIT G**  
**List of WDB Policies**  
As of February 2024

Policy Number	Name of Policy	Purpose of Policy <i>(Also includes comments)</i>
2024-03	Professional Attire Policy	The policy provides generally acceptable standards of dress and appearance for service providers representing the Monterey County Workforce Development Board (MCWDB) to promote a professional atmosphere for co-workers, visitors, and the general public.
2024-02	Individual Training Accounts	The purpose of this policy is to provide guidelines for implementing Individual Training Accounts (ITAs) that are flexible and maximize informed customer choice in the selection of an eligible training provider. This policy sets the maximum ITA duration and training dollar amount for individuals funded under the WIOA/non-WIOA programs provided by the Monterey County Workforce Development Board (WDB).
2024-01	Cash Management Policy	The purpose of this policy is to establish sound cash management practices to ensure efficient utilization of cash in a manner consistent with the overall strategic goals of the Monterey County Workforce Investment Board (MCWDB).
2023-04	National Dislocated Worker Grant Disaster Recovery Worksite Selection, Management, and Health and Safety Standards	This policy provides guidance and establishes the procedures, requirements, and priorities of Disaster Recovery National Dislocated Worker Grants (NDWGs) as they relate to the selection and management of worksites and establishment of a written policy to ensure that project participants are afforded the same health and safety standards established under Federal and State law applicable to working conditions of permanent employees.
2023-03	Priority of Service for Adult Programs	This policy provides guidance regarding the priority of service requirement for veterans and their eligible spouses for Department of Labor funded programs and services, and includes priority to be provided to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient.
2023-02	Supportive Services Policy	This policy addresses the use of WIOA funding for supportive services to eligible participants enrolled in the WIOA Adult, Dislocated Worker, and Youth programs, including documentation requirements to show that the supportive service is allowable, reasonable, and not otherwise available to the participant.
2023-01	2023 LLSIL and Poverty Guidelines	The purpose of this policy 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-sufficiency.
2022-03	Incumbent Worker Training Policy	This policy provides guidance and establishes the procedures regarding Incumbent Worker Training (IWT) as part of comprehensive regional sector pathway programs and strategies for decveloping a skilled workforce and income mobility.
2022-02	Conflict of Interest Policy	The purpose of this policy is to ensure that Board members and employees who are entrusted with oversight of WIOA funds will not personally or professionally benefit from the award, administration, or expenditure of such funds; will otherwise comply with ethics laws; and will safeguard WIOA system integrity.
2022-01	Code of Conduct Policy	This purpose of this policy is to ensure that all appointed Board members conduct themselves in a manner that will instill public confidence and trust in the fair operation and integrity of the Monterey County Workforce Development Board.
2021-04	Registered Apprenticeship Policy	This policy serves as guidance to the WDB and service providers relating to requirements and options for provision of training and employment opportunities in Registered Apprenticeship programs, which may be offered to eligible WIOA participants, including Out-of-School Youth, as a combination of classroom and job-based training.
2021-03	Incident Reporting	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 Office (CRO) of the Employment Development Department (EDD) and the Department of Labor's (DOL) Office of Inspector General (OIG).
2021-02	Career Services	This policy provides guidance and establishes the procedures for "career services" for adults and dislocated workers, rather than core and intensive services, as authorized by the Workforce Innovation and Opportunity Act (WIOA). This policy applies to all Monterey County Service Providers funded under the WIOA Title I.
2021-01	Auditing and Audit Resolution Policy	The purpose of this policy is to implement the audit resolution policy for entities receiving Workforce Innovation and Opportunity Act (WIOA) funds and meet the requirements of the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (Uniform Guidance).
2020-14	AJCC Re-opening Policy and Guidance	The purpose of this policy is to provide specific safety measures to facilitate the prompt re-opening of all AJCC workplaces throughout Monterey County. The policies and procedures have been provided to ensure the safety of clients and staff and prevent the spread of COVID-19.
2020-13	Budget Control and Modifications Policy	The purpose of this policy is to provide guidance on Budget Control and Modifications under Workforce Innovation and Opportunity Act (WIOA) and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (Uniform Guidance).

<b>Policy Number</b>	<b>Name of Policy</b>	<b>Purpose of Policy (Also includes comments)</b>
2020-12	Operating Expense Payment Policy	The policy provides guidance on appropriate budgeting and expenditures of federal funds under Workforce Innovation and Opportunity Act (WIOA) and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (Uniform Guidance). The policy establishes oversight, authority and reasonable assurance that all financial transactions are properly recorded, accounted for and in compliance with the specific provisions of the Uniform Guidance.
2020-11	Matched and Leveraged Resources	This policy provides guidance of match expenditures and qualifications. Match is defined as additional non-Federal resources expended to further the grant objectives, if required either by statute or within the grant agreement as a condition of funding. All matching funds must be spent on allowable grant activities and in accordance with the cost principles.
2020-10	Program Income	This policy provides guidance regarding program income parameters for the Workforce Innovation and Opportunity Act (WIOA). Program income means amounts generated by a recipient or subrecipient of WIOA funds that was directly generated from a supported WIOA-underwritten activity or earned as a result of the WIOA award during the period of performance.
2020-09	Property Management	This policy provides guidance for property management and inventory. This policy applies to all subrecipients of Workforce Innovation and Opportunity Act (WIOA) funds, to ensure allowable uses of property and proper management and inventory of property funded with WIOA funds.
2020-08	Closeout -- Grants and Contracts	The purpose of this policy is to provide guidelines and requirements for the closeout of WIOA grants and subgrants.
2020-07	WIOA Accounting	The purpose of this policy is to provide operational guidance for accounting systems for recipients of Federal grant funds.
2020-06	Record Retention and Public Access	This policy sets forth the following minimum timeframe requirements for records retention, and the extent to which such records may be made available to the public. Subrecipients/subcontractors must keep records that are sufficient to permit the preparation of reports required by the Secretary of Labor and the tracing of funds to a level of expenditure adequate to ensure that the funds were spent lawfully.
2020-05	Allowable Costs and Cost Classification	This policy provides guidance and establishes procedures regarding general cost principles, allowable costs, and prior written approval related to the Workforce Innovation and Opportunity Act (WIOA) Title I Funds and the Office of Management and Budget's (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule (Uniform Guidance).
2020-04	Internal Control Policy	This policy describes the WDB's internal control system and sanctions for non-compliance and provides guidance to WDB staff relating to the role they play in ensuring strong organizational internal controls.
2020-03	Debt Collection	This policy transmits the procedure for debt collection associated with the misexpenditure of WIOA funds.
2020-01	WIOA Monitoring Policy	This policy establishes standards for fiscal and program monitoring, and Nondiscrimination and Equal Opportunity compliance monitoring of Workforce Innovation and Opportunity Act (WIOA) service providers and training providers on MCWDB's ETPL.
2019-06	Transitional Jobs Policy	The purpose of this policy is to provide guidance to MCWDB service providers regarding the limitations and requirements for the placement of WIOA Adults and Dislocated Workers into transitional jobs.
2019-05	WIOA Training Expenditure Requirements	This policy provides guidance and established the procedures regarding the Workforce Innovation and Opportunity Act (WIOA) training expenditure requirement imposed by Assembly Bill 1149.
2019-04	Work Experience Policy and Guidance	This policy establishes the process for the implementation of WIOA-funded Work Experience (WEX) training opportunities for WIOA-eligible Youth program participants.
2019-03	Authorization to Work Policy	This policy establishes the procedures to verify authorization to work documents, including which services require verification, when to ask, and where to refer individuals for additional services.
2019-02	Procurement Standards	This policy establishes procedures governing the use of WIOA funds to procure goods and services.
2019-01	Grievance and Complaint Policy	This policy establishes procedures that govern the receipt, handling, and resolution of non-criminal grievances or complaints made in connection with local area WIOA Title 1 programs and activities.
2019-00	Services and Referrals to Victims of Human Trafficking	This policy provides the guidance and establishes the procedures regarding services and referrals to victims of human trafficking.
2018-11	On-the-Job Training (OJT) Policy	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 Section 134(c) of WIOA, which authorizes local boards to reimburse employers up to a maximum of 75% of the wage of an OJT participant.



<b>Policy Number</b>	<b>Name of Policy</b>	<b>Purpose of Policy (Also includes comments)</b>
2018-10	Incumbent Worker Policy	This policy provides guidance regarding Incumbent Worker Training (IWT), which is designed to meet the specific requirements of an employer, and is conducted with a commitment to retain the incumbent workers trained.
2018-09	Audit Resolution Policy	The purpose of this policy is to set forth written procedures, as indicated in the WIOA regulations, for the Monterey County Workforce Development Board (MCWDB) staff and its subrecipients to follow regarding the requirements for audit resolution. This policy requires that all subrecipients expending WIOA funds shall comply with federal and state audit resolution requirements.
2018-08	WIOA Youth Program Requirements	This policy provides guidance and establishes the procedures regarding the WIOA youth program, including out-of-school youth and 20% work experience minimum expenditure requirements.
2018-07	Cost Allocation Plan Methodology	This operational policy provides guidance and establishes principles and standards to provide a uniform approach for determining cost and to promote effective program delivery.
2018-04	Selective Service Registration	The purpose of this policy is to provide guidance regarding the Selective Service registration requirements for participation in WIOA-funded services. Additionally, this policy contains model questions for WIOA staff to determine whether failure to register by a current or potential WIOA participant was knowing and willful.
2018-03	Limited English Proficiency	This policy seeks to establish procedures regarding the prohibition against national origin discrimination as it affects persons with Limited English Proficiency (LEP) and also to outline how the AJCC delivery system will serve these special populations.
2018-02	Reasonable Accommodation and Modification for Individuals with Disabilities	The policy provides direction in the processing of reasonable accommodation requests and outlines the definition of disability and procedures for the provision of accommodation to qualified individuals with disabilities who are applicants, registrants, eligible applicants/registrants, participants, employees, or applicants for employment, unless providing the accommodation would cause undue hardship.
2018-01	Non-Discrimination and Equal Opportunity	This policy provides guidance on the nondiscrimination and equal opportunity procedures for WIOA Title I and MCWDB financially assisted programs or activities. It also issues a standard form that is available for use by MCWDB subrecipients when processing a discrimination complaint.
2017-04	Unlikely to Return Policy	The policy outlines the definition and eligibility requirements be used when determining an individual's unlikelihood to return to their previous industry or occupation.
2017-03	WIOA Adult and Dislocated Worker Eligibility Documentation and Verification	This policy provides information and guidance pertaining to the MCWDB's definition of WIOA Title 1 Adult and Dislocated Worker eligibility documentation and verification procedures.
2016-03	Release of Confidential Unemployment Insurance Information	This policy provides guidance and establishes procedures regarding the process for WIOA subrecipients to obtain Unemployment Insurance information from EDD for WIOA customers.
2016-02	Handling and Protection of Personally Identifiable Information	The purpose of this policy is to provide guidance on compliance with the requirements of handling personally identifiable information.



**EXHIBIT H – ADDENDUM  
ONE-STOP OPERATOR SERVICES AND PRISON TO  
EMPLOYMENT 2.0 (P2E 2.0) SERVICES  
PROVIDED UNDER TITLE I OF  
THE WORKFORCE INNOVATION AND OPPORTUNITY  
ACT**

This Addendum is to the Agreement entered into by and between the Monterey County Workforce Development Board (hereinafter referred to as the "WDB"), and Arbor E&T, LLC dba Equus Workforce Solutions (hereinafter referred to as "EWS"), for the provision of Workforce Innovation and Opportunity Act (WIOA) Title I services to eligible justice involved and formerly incarcerated populations in Monterey County.

WHEREAS, the WDB did previously properly procure and contract for services by EWS under the Workforce Innovation and Opportunity Act (WIOA) for the purpose of retaining EWS to perform the duties of a One-Stop Operator; and

WHEREAS, the WDB did properly procure and hereby contracts for services by EWS under WIOA for the purpose of retaining EWS to perform the duties of Adult and Dislocated Services Provider to eligible individuals in Monterey County; and

WHEREAS, EWS and the WDB have entered into four (4) independent contracts, each with a detailed Scope of Work, effective July 1, 2022, July 1, 2022, July 1, 2023, March 1, 2024, respectively:

1. One-Stop Operator;
2. WIOA Youth Services Provider;
3. WIOA Adult and Dislocated Worker Services Provider; and
4. WIOA P2E 2.0 Services.

WHEREAS, this Addendum was developed to promote transparency because EWS is performing multiple functions in the local one-stop system according to the independent Scope of Work for each contract; and

WHEREAS WIOA provides as follows:

- Section 679.430 specifically addresses the relationship between a One-Stop Operator and a Service Provider and establishes the need for internal controls to prevent conflicts of interest;
- Section 678.620, in response to comments, the Department of Labor stresses the importance of appropriate firewalls between service provision staff and oversight of the system; and

- Section 678.625 indicates that specific policies and procedures are to be written and incorporated as standard protocols that address the oversight, monitoring, and evaluation of performance for both the Operator and Service Provider;

Now, therefore, EWS and the WDB hereby acknowledge and affirm the following:

- EWS will not develop or be involved in the development of procurement documents or any part of the procurement and selection process as it relates to the One-Stop Operator, Provider of Adult and Dislocated Worker Career Services, Provider of Youth Services or any other procurement where EWS may have a perceived or real interest;
- EWS will not establish or implement policies or engage in practices that create impediments to other service providers to properly assist individuals nor will EWS create an advantage or preference for the EWS Career Services programs over any other partner program (e.g., preference for referrals for services);
- EWS will not convene system stakeholders to assist in the development of the local plan;
- EWS will not prepare and submit local plans (as required under sec. 107 of WIOA);
- EWS will not provide oversight of itself as either the Adult and Dislocated Worker Services Provider or the One-Stop Operator as follows:
  - ▶ EWS employees performing One-Stop Operator functions will not supervise, review or oversee, directly or indirectly, any EWS employee performing Adult and Dislocated Worker Services provider functions;
  - ▶ EWS employees performing One-Stop Operator functions will not rate or evaluate the performance of any EWS employees performing Adult and Dislocated Worker Services provider functions or vice versa;
  - ▶ EWS employees performing One-Stop Operator functions and EWS employees performing Adult and Dislocated Worker Services provider functions will establish a “firewall” between them and, as such, shall not discuss, review, or communicate regarding their performance of their respective, separate WIOA functions;
  - ▶ EWS employees performing One-Stop Operator functions and EWS employees performing Adult and Dislocated Worker Services provider functions will interact at arms’ length, objectively, limited to enabling EWS to perform its coordination and management functions as One-Stop Operator;
- EWS will not select or terminate one-stop operators, Adult and Dislocated Worker career services or youth providers;
- EWS will not negotiate local performance accountability measures on behalf of the local area or on behalf of other service providers;
- EWS will not develop and submit a budget for activities of the WDB in the local Monterey County workforce area.
- As stated above, EWS employees performing One-Stop Operator functions and EWS employees performing Adult and Dislocated Worker Services provider functions will not have a direct or indirect reporting relationship to one another

within the EWS structure; leaders under each contract shall report directly and separately to the Vice President, Service Delivery; and

EWS has an established Code of Conduct, a copy of which is attached to this addendum, which was created to set standards for and promote honesty and ethical conduct, avoidance of actual/apparent conflicts of interest, and legal compliance. All EWS employees are trained annually on the terms and application of the EWS Code of Conduct; all EWS employees are required to annually submit to EWS, in writing, their agreement to the terms of the EWS Code of Conduct.

EWS will provide the WDB with copies of the signed written agreements to the EWS Code of Conduct executed by all EWS employees performing One-Stop Operator functions and all EWS employees performing Adult and Dislocated Worker Services provider functions. In signing the EWS Code of Conduct, each EWS employee commits to prompt reporting of violations of the code, proper disclosure, and full accountability in accordance with the terms of the Code. Should an apparent or real conflict of interest come to EWS' attention, EWS commits to notifying the WDB immediately, as well as the EWS Compliance Department.

# Code of Conduct

Do the right thing...  
know the right thing to do.





Making a difference in people's  
lives and communities.

*Creating optimal environments for people  
in need of assistance, through attentive and  
quality service principles.*

*So they can live their best life.*



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Dear Fellow BrightSpring Employee:

BrightSpring is committed to providing the highest quality supports to all persons. It is our responsibility to ensure an ethical and compassionate approach to service delivery and management. With the growth in our services and personnel over the past few years, it is vital for BrightSpring to maintain our high standard of quality, compliance and ethical behavior. We have enhanced our existing programs by formalizing the necessary compliance activities for BrightSpring to achieve an effective Compliance Program.

BrightSpring's commitment to compliance was demonstrated by the Board of Directors when they signed the Resolution formally creating the Compliance Program on January 10, 2001. The Compliance Program is based upon standards that serve as a guide to each employee's conduct involving our operations and the people we support.

A very important element of an effective compliance program is a Code of Conduct. The Code of Conduct has been reviewed by Regional/Divisional Management and Resource Center Leadership and has been approved by the Ethics and Compliance Committee of the Board of Directors.

It is critical that you understand your responsibility to not only adhere to these principles of conduct, but to also actively participate in

and promote compliance.

We are committed to the ideals in our Common Purpose and in this Code of Conduct. We are equally committed to ensuring that our actions consistently reflect our words. In this spirit, BrightSpring is committed to be the best diversified health and human services provider in serving populations of various needs in our communities, creating optimal environments that foster independence, safety and outcomes through best-in-class services, an innovative and technology-led approach, and highly engaged people.

We expect all of our colleagues' actions to reflect the high standards set forth in this Code of Conduct. However, no code of conduct can substitute for our own internal sense of ethics, honesty and integrity.

Should you find yourself in a work situation that just "does not feel right," please discuss the situation with your supervisor, another member of local management, your regional/divisional management team or any member of the Compliance Department.


You may also call the Compliance Action Line at 866.293.3863. You have our personal assurance there will be no retaliation for asking questions or raising good-faith concerns about the Code of Conduct or

for reporting possible improper conduct. Improper use of the Compliance Action Line for intentional false reporting, however, will lead to corrective action.

In closing, we trust you as a valuable member of our team. We ask you to assist us and all of our colleagues at BrightSpring in supporting the values and principles which are critical to achieving our mission.



*Jon Rousseau,*  
*President and CEO*



*David Braddock, Ph.D.*  
*Board of Directors*  
*Chairman, Ethics and*  
*Compliance Committee*



# Foreword

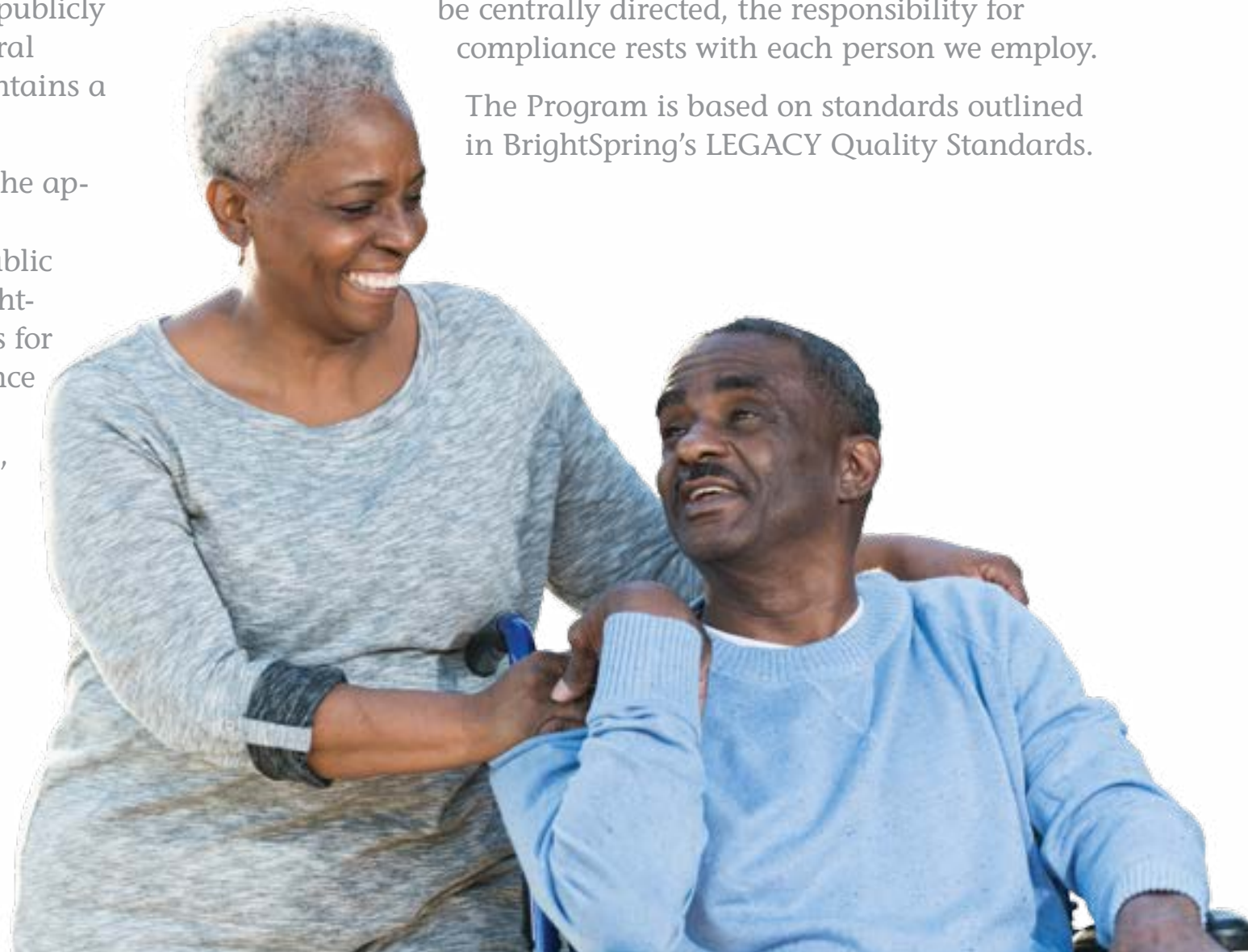
BrightSpring is committed to demonstrating the reliability, honesty, and the highest degree of business integrity expected of a publicly traded company and a participant in local, state and federal programs. Because of this commitment, BrightSpring maintains a Compliance & Ethics Program (the “Program”).

Constant vigilance is necessary to avoid impropriety and the appearance of impropriety as well as to avoid intentional and unintentional inaccuracies in public reporting and public communications about BrightSpring and its business. BrightSpring’s Code of Conduct has been created to set standards for and to promote (1) honest and ethical conduct; (2) avoidance of actual or apparent conflicts of interest; (3) compliance with applicable federal, state and local governmental laws, regulations and rules; (4) compliance with BrightSpring’s policies and procedures; (5) prompt internal reporting to appropriate persons of violations of the Code; (6) full, fair, accurate, timely and understandable disclosure in reports and documents that BrightSpring may file with or furnish to the Securities and Exchange Commission and in other public communications BrightSpring makes; and (7) accountability for adhering to the Code.

Any exception of this Code may be made only by the Board of Directors or its designee and will be promptly disclosed as required by law or stock exchange rules.

Although the implementation and enforcement of the Program will be centrally directed, the responsibility for compliance rests with each person we employ.

The Program is based on standards outlined in BrightSpring’s LEGACY Quality Standards.



# BrightSpring's LEGACY Quality Standards

## ***Leadership***

Everyone is a leader. Establish purpose and coach to make others better. A sense of high integrity and accountability – do what you say you are going to do.

## ***Environment***

A people-focused environment. Collaborate among a trusting team; police your environment. Be transparent and honest and reward good performance. Attract, develop and retain the best people.

## ***Get Going!***

Know your business! Take action to set and hit goals. Work smart and efficiently, moving with a sense of purpose and urgency.

## ***Attitude***

See the possibilities. Take a positive, can-do approach because it is contagious. Aim high and expect excellence. Take ownership and control – continuously improve.

## ***Communication***

Everyone in the know. Coordinate through communicating so people know what's going on.

## ***You!***

Be an example. Set high standards but note progress and the good. Your character shows in everything you do. Do your part, build your team and have fun.

BrightSpring's LEGACY Standards require a commitment from each employee for its success. Employees are expected to follow BrightSpring's LEGACY Quality Standards in their daily interactions with clients and clients' family members, co-workers and other persons they encounter as a part of their employment with the Company.

# Code of Conduct

# Leadership

## *Regulatory and BrightSpring Policy Compliance*

Regulatory Compliance means following all applicable federal laws, regulations and standards such as those set forth by the Centers for Medicare & Medicaid Services (CMS) and the Department of Labor (DOL), along with state and local laws, regulations, and standards. BrightSpring Policy Compliance means following all applicable Company policies and procedures. It is your responsibility to do your part to ensure that all applicable laws and regulations are followed in the course of daily business. While these laws and regulations can sometimes be confusing and complex, you may contact your immediate supervisor, local/regional management team or any member of the Compliance Department to ask any questions.

## *Accrediting Bodies*

Certain operations may be required to or may voluntarily seek accreditation through an accrediting body. Accrediting bodies are outside agencies or organizations that are certified or licensed by federal and/or state government to review and certify that an organization conducts business according to certain standards. Examples of accrediting bodies are the joint Commission for the Accreditation of Healthcare Organizations (JCAHO), Commission on Accreditation of Rehabilitation Facilities (CARF),





and The Council on Quality and Leadership in Support for People with Disabilities. Loss of accreditation can make it difficult for an organization to conduct business. It is important that every person employed at BrightSpring follow the applicable rules and regulations to maintain accreditation from these agencies.

### ***Kickbacks, Gratuities and Anti-Bribery***

Federal and state laws prohibit BrightSpring and its employees from offering anything of value to a person or entity in order to influence or refer a person needing supports. These laws also prohibit BrightSpring and its employees from accepting anything of value under similar circumstances. In addition, BrightSpring policy prohibits the acceptance of gratuities, in the form of gifts or money, from the individuals we support, family members, guardians or vendors. Gifts and/or money should be returned with an explanation that Company policy does not permit acceptance.

Anti-kickback laws can be highly complex so employees should promptly refer any questions to the Compliance Department. The Compliance Department may refer the question to legal counsel, as appropriate.

### ***False Claims***

BrightSpring and its employees are prohibited from filing false claims for payment to federal, state, local or private funding sources. False claims are usually related to billing for services that do not meet federal and/or state laws and regulations. Billing practices that violate these laws include (1) filing a claim for services that were not performed or were not performed as described on the claim form; (2) filing a claim for services that were performed but were not

medically or otherwise necessary; or (3) submitting a claim containing information you know to be false.

The federal False Claims Act and similar state or local laws impose civil liability on any person or entity who submits a false or fraudulent claim for payment to the United States government. A false claim can result in serious civil and/or criminal penalties against BrightSpring and individual employees, including significant financial penalties and criminal prosecution. BrightSpring policies include information on False Claims Acts, employee protections under these laws, and BrightSpring's internal procedures for detecting fraud, waste and abuse.

### ***Marketing Practices***

The marketing practices of BrightSpring must always be based on factual information. We do not engage in negative comments regarding other providers of service. Distortion of the truth or making false claims is strictly prohibited. (See also Kickbacks, Gratuities and Anti-Bribery.)

### ***Antitrust***

The purpose of antitrust laws is to create a level playing field in the marketplace, as well as to promote fair competition. You must always follow all applicable laws and regulations designed to regulate competition. Actions that violate antitrust laws include entering into or negotiating an agreement with a competitor to (1) fix prices (rates) at any level or fix other terms of service; (2) allocate customers or markets; or (3) boycott a supplier or customer. If you have any questions regarding the appropriateness of any form of negotiation or agreement, you should refer your questions to the

Legal Department. However, any suspected violations are to be referred to the Compliance Department. The Compliance Department will consult with legal counsel, as required.

### ***Political Contributions***

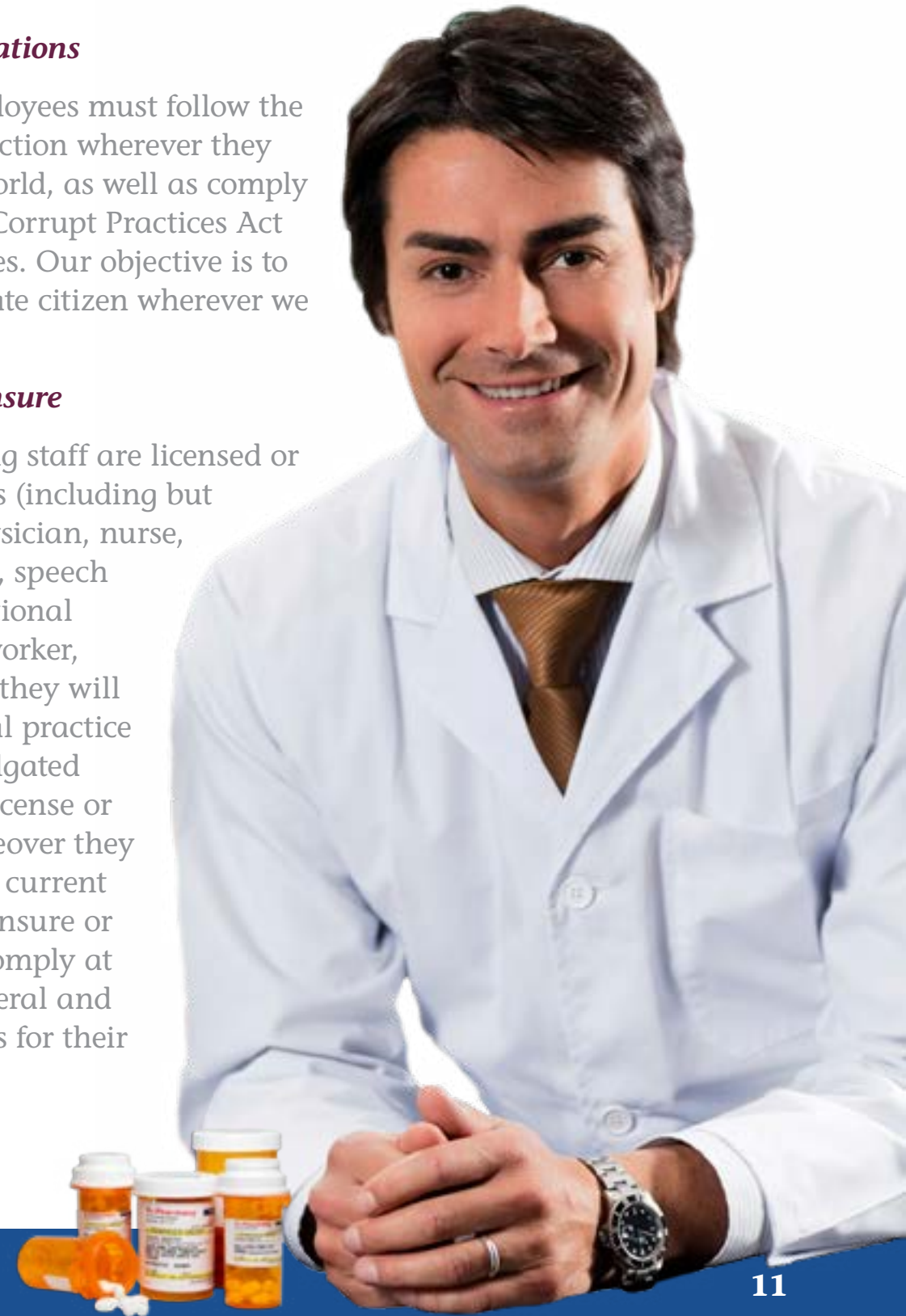
Because public policy issues have the potential to impact the Company's business, its employees, and the people we serve, the Company's management believes that in certain cases it may be appropriate and in the Company's best interests to use its resources to make political contributions. Therefore, if legally permissible, such contributions may be made by the Company with the prior written approval of the Vice President for Government Relations. BrightSpring has also established a Political Action Committee (PAC), which is funded through voluntary contributions from employees. Most political contributions are made by the PAC. The Government Relations Department is responsible for compliance with all federal and state laws. Employees have a constitutionally protected right to support political candidates and issues of their choosing. While engaged in such activities, employees must at all times make clear that their views and actions are their own, and not those of BrightSpring. At times, BrightSpring may alert you of public policy issues that may impact BrightSpring's business. The Company may ask for volunteers to make personal contact with government officials or to write letters to present our position on specific issues. If you have any questions regarding political activity, you may contact the Government Relations Department.

### ***International Relations***

BrightSpring employees must follow the laws of the jurisdiction wherever they are around the world, as well as comply with the Foreign Corrupt Practices Act of the United States. Our objective is to be a good corporate citizen wherever we operate.

### ***Professional Licensure***

If any BrightSpring staff are licensed or certified clinicians (including but not limited to physician, nurse, physical therapist, speech therapist, occupational therapist, social worker, pharmacist, etc.), they will uphold the clinical practice guidelines promulgated for their specific license or certification. Moreover they will maintain the current status of their licensure or credentials and comply at all times with federal and state requirements for their discipline.





# Environment

## *Quality of Supports and Services*

BrightSpring provides individualized quality supports and services to all persons. We treat all people with respect and care.

## *Information Involving People We Support/ Privacy Rules and Guidelines*

All information concerning persons supported by BrightSpring must be considered confidential and access limited to the person supported, guardian or legal representative, persons providing support or other persons specifically authorized.

All programs and services must ensure that the individual's right to privacy is honored at all times. Without specific informed authorization, any information, whether written, electronic or social media, video,



photographic, audio or other personal information, may not be disclosed.

BrightSpring collects information about a person's medical history, social history, treatment history and personal goals and abilities in order to provide the best possible supports. We recognize the sensitive nature of this information and are committed to maintaining confidentiality as required by local, state and federal regulations.

Under the Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), you may discuss person-specific health/medical information with others only when necessary to provide a service or as required by law. Person-specific information may be released for all other purposes only with written authorization from the person supported or that person's legal guardian, as appropriate.

You may not disclose protected health information that violates the privacy of any person supported because this is a violation of the HIPAA privacy rules. BrightSpring's HIPAA policies and procedures give more specific guidance regarding the privacy rules. Any questions regarding protected health information should be discussed with your Executive Director, Center Director, or Project Director. If a question remains, please refer it to BrightSpring's Chief Compliance and Privacy Officer in the Resource Center.

### ***Rights of Individuals We Support***

BrightSpring is an advocate of rights for the persons supported in all its programs. Each person is provided with a written statement

of rights when services with BrightSpring begin. Family and/or legal guardians are also given a copy of this statement of rights. The statement includes the civil rights of the person supported to make informed decisions regarding services and supports.

As providers, we will also be sensitive to cultural beliefs and practices of the people we support.

### ***Professional Boundaries***

BrightSpring places a high priority on our relationships with the people we support. You must maintain the highest level of professional conduct when building relationships with individuals we support, their families and their friends. This includes maintaining physical boundaries by respecting personal space. You must treat all persons we support with equal respect and avoid having "favorites" or treating a person we support "special" in relation to other people we support. You must be aware of policies at your operation regarding relationship boundaries with the people we serve.

### ***Abuse and Neglect***

BrightSpring does not tolerate abuse and neglect of the individuals we support. If you are aware of abuse or neglect, your obligation is to report it immediately through the established channels at your operation. There are time frames for reporting such incidents in each state, and it is very critical for you to follow the guidelines at your operation. It is your responsibility to uphold the mission statement of providing respect and care.

### ***Safety***

BrightSpring operations must comply with all company, local,



state and federal rules/regulations that promote the protection of workplace health and safety. You must be familiar with safe workplace practices and safety regulations related to your job and to your working environment. It is important for you to report to your supervisor any workplace injury, as well as any situation presenting a danger of injury so that it can be corrected immediately.

### ***Funds and Private Property of People We Support***

BrightSpring employees may not wrongfully or unlawfully use funds, property or the identities of individuals we support. BrightSpring will not tolerate the misappropriation of assets whether in the custody of BrightSpring or in the custody of the individual. BrightSpring employees have a duty to maintain adequate records of an individual's funds and property in the company's custody so that the funds and property may be promptly accounted for or delivered to the individual we support or their designated representative upon request. An individual's assets in the custody of BrightSpring shall be used only for the means intended for the benefit of the individual. In addition, BrightSpring employees may not purchase or borrow money or belongings from individuals we support or their family members.

### ***Alcohol- and Drug-Free Work Environment***

BrightSpring is committed to an alcohol-free and drug-free work environment to protect the interests of our employees and the people we support. You must report for work free of the influence of alcohol and illegal drugs. Reporting to work under the influence of alcohol or any illegal drug, having alcohol or any illegal drug in your system, or using, possessing or distributing any illegal drug while on work time or property will result in corrective action, up to and including termination of employment.



### ***Harassment, Discrimination and Workplace Violence***

You have the right to work in an environment free of harassment and/or discrimination. BrightSpring will not tolerate harassment or discrimination by anyone based on the personal characteristics or cultural backgrounds of those who work with us or whom we support. Degrading or humiliating jokes, slurs, intimidation, or other harassing conduct, regardless of the medium in which it is shared, is not acceptable in our workplace.

Any form of sexual harassment is strictly prohibited. This prohibition includes unwelcome sexual advances or requests for sexual favors in conjunction with employment decisions.

Harassment also includes incidents of workplace violence. Workplace violence includes threats of physical violence, robbery and other commercial crimes, stalking or domestic violence, violence directed at the employer, terrorism and hate crimes committed by current or former employees.

As part of our commitment to a safe environment for our employees and the individuals we serve, we prohibit employees from possessing firearms, other weapons, explosive devices or dangerous materials on BrightSpring premises.

If you observe or experience any form of harassment, discrimination or workplace violence you must report the incident to your immediate supervisor, local management, regional management, BrightSpring's Human Resources Department or BrightSpring's Compliance Department.

### ***Equal Employment Opportunity***

BrightSpring is committed to providing an equal opportunity work environment. We will comply with all laws, regulations and policies related to non-discrimination in all of our personnel actions. Such actions include hirings, staff reductions, transfers, employment terminations, performance evaluations, recruiting, compensation, corrective action and promotions.

### ***Retaliation***

Employees have a responsibility to report concerns about actual or potential wrong-doing either witnessed or suspected. Both direct and anonymous reporting mechanisms are available to all BrightSpring employees to assist in meeting this responsibility.

BrightSpring's non-retaliation policy protects employees, who in good faith, report known or suspected instances of inappropriate business conduct or activity that violates local, state or federal regulations or Company policy. Supervisors, managers or employees are not permitted to engage in retaliation, retribution or any form of harassment or discrimination directed towards an employee who reports a good faith compliance concern.





# Get Going!

## *Corporate Opportunities*

BrightSpring employees owe a duty to BrightSpring to advance the Company's legitimate interests when the opportunity to do so arises. You may not take for yourself a corporate opportunity that is discovered in the course of your BrightSpring employment or representation or through the use of corporate property, information or position, nor may you compete against BrightSpring.

## *Conflicts of Interest*

Employees shall not engage in any activities that conflict or might appear to conflict with the interests of BrightSpring or its subsidiaries and shall bring to the attention of the BrightSpring Compliance Department any information about any actual or apparent conflicts of interest involving employees or others with respect to BrightSpring.

A conflict of interest occurs when an employee's private interests interfere in any way with the interests of BrightSpring. A conflict of interest may also exist if the demands of any outside activities distract you from the performance of your job or cause you to use BrightSpring's resources for a non-BrightSpring purpose. An employee's obligation to conduct BrightSpring's business in an honest and ethical manner includes the ethical handling of actual or apparent conflicts of interest between personal and professional relationships. You must remain free of conflicts of interest for the proper performance of your responsibilities.



Before making any investment, accepting any position or benefits, participating in any transaction or business arrangement or otherwise acting in a manner that creates or appears to create a conflict of interest, an employee must make full disclosure of all facts and circumstances to BrightSpring's Legal Department, and obtain the prior written approval of BrightSpring's Chief Legal Officer. The disclosure obligations of employees extend to disclosure of changed circumstances relating to apparent or actual conflicts of interest.

### ***Reporting of Time Worked and Services Provided***

Each employee of BrightSpring is responsible for the timely and accurate reporting of time worked and documenting services provided. Any falsification of hours or services is a serious violation of company policy and will result in corrective action, up to and including termination of your employment.

### ***Financial Disclosure, Insider Information and Securities Trading***

While BrightSpring is not a publicly traded company, from time to time its executive and financial officers may make full, fair, accurate, timely and understandable disclosures in periodic reports filed by BrightSpring with the Securities and Exchange Commission (SEC). The CEO and senior financial officers shall be responsible for BrightSpring's policies and procedures that provide the most accurate and truthful reporting of BrightSpring's business and financial performance and shall promptly bring to the attention of the Audit Committee or its designee any material information of which they may become aware that may affect the disclosures made by BrightSpring in its filings.

As an employee, you may become aware of nonpublic information

about BrightSpring that would influence another person to buy, hold or sell stock. This is known as "insider information." Securities law and BrightSpring policy prohibit individuals from trading in BrightSpring stock or other marketable securities on the basis of non-public material information or from influencing others to trade in such securities based on this information.

Non-public insider information may include discussions or plans regarding expansion, marketing strategy, financial results or other business activity. You may not discuss this type of information with anyone outside BrightSpring. At work, you should discuss this information on a strictly "need to know" basis only with other employees who require this information to perform their jobs.

If you obtain access to non-public material information about the company while performing your job, you may not use that information to buy, sell or retain securities of BrightSpring or any other company. Even if you do not buy or sell securities based on what you know, discussing the information with others, such as family members, friends, vendors, suppliers and other outside acquaintances is prohibited. If you have any questions regarding insider trading/security trading, you should refer your questions to the Legal Department.

### ***Background Checks***

Background checks may include social security, motor vehicle, government sanctions/exclusions and criminal history for each new employee, volunteer or intern as consistent with your operation's policy. Retention or contracting of independent contractors, vendors, temporary agencies and/or other business associates must also be screened in accordance with BrightSpring's Screening/Interview Process policy.



BrightSpring will not knowingly hire, retain, employ or contract with any individual or entity that has been excluded from participation in any state- and/or federally-funded program. BrightSpring also will not knowingly conduct business or continue to conduct business with any individual or entity, whether independent contractor, sub-contractor, supplier or vendor, who has been excluded from participation in any state- and/or federally-funded program.

You must advise your immediate supervisor, local management team or the Compliance Department if you become ineligible to participate in state- and/or federally-funded programs.

Verification of licenses, certifications, and scholastic information must be made through the appropriate licensing or certifying agency. Failure to obtain proper verification may result in the filing of a false claim if the employee or contractor providing the service

was later found not to be properly credentialed.

### ***Controlled Substances***

In many operations, only a nurse can administer medication. If you are unaware of who administers medication at your operation, ask your supervisor. If medication administration is included as part of your responsibilities, you will have routine access to prescription drugs, controlled substances and other medical supplies. It is extremely important that these items be handled and accounted for properly. You must be trained in accordance with operation/state policy to administer medications. Medications must only be used for the person to whom they are prescribed. If you become aware of the removal or diversion of drugs or medical supplies from BrightSpring, you must report the incident immediately through established operational procedure.



# Attitude

## *Violations of the Code of Conduct*

The Board of Directors shall determine, or designate appropriate persons to determine, appropriate actions to be taken in the event of violations of the Code of Conduct. Such actions shall be reasonably designed to deter wrongdoing and to promote accountability for adherence to the Code of Conduct and may include progressive corrective action, written notice to the individual involved that there has been a violation, demotion or reassignment of the individual involved, suspension with or without pay or benefits or termination of the individual's employment. In determining what action is appropriate, all relevant information shall be taken into account, including the nature and severity of the violation, whether the violation was a single occurrence or repeated occurrences, whether the violation appears to have been intentional or inadvertent, whether the individual in question had been advised prior to the violation as to the proper course of action and whether or not the individual in question had committed other violations in the past.



# Communication

## *The Compliance Action Line*

The Compliance Action Line is available to supplement your existing internal communication channels. The Compliance Action Line is intended to be used to report compliance-related concerns. You should first attempt to communicate your concerns through your existing internal communication channels, such as your immediate supervisor and/or local/regional/divisional management team. If the existing internal communication channels seem inappropriate, you may either write, email or call the Compliance Department (800.866.0860, ext. 2659).

You may call the BrightSpring Compliance Action Line at 866.293.3863 at anytime. A trained interviewer will be available 24 hours a day, 365 days a year. Calls to the Compliance Action Line will not be traced and will be treated confidentially. You may remain anonymous if you choose.



No caller will be subject to retaliation for bringing forth a good faith concern. Anyone who attempts to retaliate against an employee who has made a call to the Compliance Action Line in good faith will be subject to corrective action, up to and including termination of employment.

Any person using the Compliance Action Line to purposely report false information or to attempt to settle personal grievances by making false reports or repeating reckless gossip will be subject to corrective action.

Remember, the Compliance Action Line is available to supplement existing communication channels. It is NOT intended to replace your local management team or procedures for reporting critical incidents.

In addition to the Compliance Action Line, BrightSpring's website, [www.BrightSpringHealth.com](http://www.BrightSpringHealth.com), offers a contact section for email access to the Compliance Department as another method to communicate compliance concerns.

### ***Confidentiality***

Confidential information may be used to perform your job, but it must not be given to others outside BrightSpring or your department unless authorized by your supervisor.

All programs and services must ensure that the privacy of the individuals we support is honored at all times. Without specific informed authorization, any information, whether written, electronic/social media, video, photographic, audio or other personal information may not be disclosed.

Confidential information about BrightSpring's strategies and operations is a valuable asset. Confidential information includes personnel data maintained by the company, lists of persons supported, file records of persons supported, individual service plans, individual plans of care, clinical information, pricing and cost data. It also includes, but is not limited to, information pertaining to acquisitions, divestitures, affiliations and mergers, financial data, research data, strategic plans, marketing strategies/techniques, employee lists and data maintained by the company, supplier and subcontractor information and proprietary computer software. (Also see sections: Information Involving People We Support /Privacy Rules and Financial Disclosure, Insider Information and Securities Trading.)





### ***Electronic Media***

BrightSpring's communications systems, including electronic mail (email), intranet, internet access and voice mail, are the property of BrightSpring.

BrightSpring reserves the right to periodically access, monitor and disclose the contents of intranet, email and voice mail messages. Access and disclosure of individual employee messages may only be done with the approval of the Legal or Compliance Departments.

Employees may not use internal communication channels or access to the internet to post, store, transmit, download or distribute any threatening, reckless, maliciously false, pornographic or obscene materials. This includes anything constituting or encouraging a criminal offense, giving rise to civil liability or otherwise violating any laws.

Employees who abuse our communications systems or use them excessively for nonbusiness purposes may lose these privileges and be subject to corrective action, up to and including termination of employment.

### ***Information Security***

To ensure regulatory compliance, BrightSpring computer users are expected to maintain good security practices by being familiar with and following the Company's Information Systems Security Policy. You are expected to ensure the confidentiality (privacy) of sensitive data by only disclosing it when there is a "need to know," not accessing sensitive information for the sake of curiosity, keeping portable electronic devices appropriately secured, and locking computer workstations before stepping away from your desk.

To maintain a secure operating environment, it is important that you save all files on BrightSpring servers rather than directly onto computer workstations, never share passwords, never write down passwords, choose complex and hard-to-guess passwords, report suspicious and unusual activity, and never open email attachments from suspicious or unknown sources.

Immediately advise BrightSpring's Information Technology (IT) Department, Legal Department and Compliance Department of any information security breach or theft/loss of any electronic data or device, including mobile phones, laptop computers or portable storage device (USB drive).

### ***Outside Contacts***

BrightSpring's Communication Department will advise your department/operation regarding any known or expected media inquiries.

You must immediately contact your supervisor or local management in the event that outside media should appear at your workplace asking questions or requesting to enter the premises. You have no obligation to allow any unauthorized personnel into your work premises. It is a breach of privacy to allow such unauthorized personnel into the residence of a person we support.

# You!

## *Managing Company Resources and Assets*

It is your responsibility to preserve BrightSpring's assets including employee time, materials, supplies, equipment and information. Such assets are to be maintained for business-related purposes. BrightSpring maintains a system of internal controls to reasonably ensure that company assets are properly used for business purposes. As a general rule, you may not use any BrightSpring asset for your own personal use without your supervisor's permission. Any community or charitable use of company resources and/or assets must be approved in advance by your supervisor.

You may not use BrightSpring's resources or assets for your own personal financial gain. You are expected to manage and protect the assets of our company and of the people that we support. Any improper financial gain to you through misconduct involving BrightSpring or the property of individuals we support is strictly prohibited. Misconduct includes the outright theft of



property, stealing or misuse of money belonging to BrightSpring or the people that we support. Misuse of BrightSpring's assets and those of the people we support is a serious violation of company policy and will result in corrective action, up to and including termination of employment and possible legal action.

### ***Purchase Card Usage***

Purchase Card (PCard) usage should be limited to petty cash type transactions. Any exceptions to this policy must be approved by a BrightSpring Senior Vice President. PCards may not be used to bypass the normal approval and purchasing process.

Because PCards are used just like cash, the same standards and precautions that are followed to protect petty cash should be used for PCard purchases. Any employee who has been approved to use a PCard is responsible for using it properly and responsibly, according to appropriate company policy for its use.

Employees who abuse the PCard system or use the PCard for nonbusiness purposes may lose these privileges and be subject to corrective action, up to and including termination of employment.

### ***Billing for Services***

BrightSpring is committed to ensuring that all billing and reimbursement practices comply with federal and state laws, regulations, guidelines and policies. All bills must be accurate and timely and reflect current rates. This refers to all funding sources such as Medicaid, Medicare, U.S. Department of Labor and other government-funded contracts as well as private insurance and private payers.

In situations where the documentation that services were provided is the employee's signed time sheet, the employee must be aware that the time sheet becomes a billing document and it must be completed accurately and completely. Any falsification of hours or information on a time sheet may translate into incorrect billing and reimbursement. (Also see section: Reporting of Time Worked and Services Provided.)

BrightSpring prohibits any employee from knowingly or intentionally causing or submitting billings that are false. Any employee who knowingly falsifies billing documentation will be subject to corrective action, up to and including termination of employment.

BrightSpring implements oversight systems to ensure that billing accurately reflects only services properly provided. Complete and accurate documentation of services provided is critical for accurate billing to occur. Any suspected violations are to be referred to your regional/divisional management AND the Compliance Department.

### ***Cost Reports***

Much of our business involves reimbursement under government programs that require the submission of certain reports of our costs of operation. We will comply with state and/or federal regulations relating to all cost reports. These regulations define what costs are allowable and how to claim reimbursement for the cost of services provided to the people we support. Given the complexity of issues related to the completion and submission of cost reports, all questions or concerns regarding cost reports must be communicated to our Reimbursement Department.



### *Accuracy, Retention and Disposal of Documents and Records*

Records include paper documents, such as letters and memos; computer-based information such as email, computer files on hard drive, USB, cloud or any other storage device; and, any other medium that contains information about BrightSpring, our business activities or the people we support.

All records must be retained in accordance with the applicable law and record retention policies specific to your operation or department. Record destruction may occur only according to BrightSpring policy. Any employee who falsifies or improperly destroys records will be subject to corrective action, up to and including termination of employment.



# Identifying a Compliance Issue



When identifying a compliance issue, you should ask yourself the following questions:

- Is the action legal?
- Is the action ethical?
- Is the action supported by BrightSpring's Code of Conduct?
- Is the action supported by Company policy?
- Is it the "right thing to do"?

If your answer to these questions indicate a possible violation of state, local or federal regulations of Company policy you must report the issue.

## See It ~~ Say It!

## BrightSpring's Compliance Action Line: 866.293.3863

**BrightSpring's Compliance & Ethics Department Contact Number**

**800.866.0860**

**or**

**502.394.2100 (If in Louisville)**

**To report compliance concerns at our Canadian or Puerto Rico operations, use our web-based reporting:**

**<https://secure.ethicspoint.com/domain/media/en/gui/55619/index.html>**

*9901 Linn Station Road*

*Louisville, Kentucky 40223*

*502.394.2100*

*[www.BrightSpringHealth.com](http://www.BrightSpringHealth.com)*

**ACTION LINE: 866.293.3863**