AGREEMENT BETWEEN COUNTY OF HUMBOLDT AND SHASTA COUNTY PRIVATE INDUSTRY COUNCIL, dba SMART BUSINESS RESOURCE CENTER FOR WORKFORCE INNOVATION AND OPPORTUNITY ACT ADULT AND DISLOCATED WORKER CAREER SERVICES JULY 1, 2018 THROUGH JUNE 30, 2022

This Agreement, entered into this 1st day of July, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Shasta County Private Industry Council dba Smart Business Resource Center, hereinafter referred to as "CONTRACTOR," collectively referred to as "PARTIES," is made upon the following considerations:

WHEREAS, the COUNTY has received funding from the California State Employment Development Department (EDD) as provided by the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128 for WIOA Title 1 Adult and Dislocated Worker Formula funds; and

WHEREAS, the EDD makes available WIOA Title 1 Adult and Dislocated Worker Formula funding through a sub-grant agreement with the COUNTY; and

WHEREAS, the EDD sub-grant permits the use of WIOA Title 1 Adult and Dislocated Worker Formula funds for Adult and Dislocated Worker services activities; and

WHEREAS, COUNTY, by and through its County Administrative Office – Economic Development Division (EC-DEV), is the fiscal and administrative agent overseeing these funds; and

WHEREAS, the WIOA requires that a community board, called the Humboldt County Workforce Development Board (HC-WDB), oversee the use of these funds on behalf of the Humboldt County Board of Supervisors; and

WHEREAS, COUNTY, by and through HC-WDB, desires to retain a qualified professional to perform Adult and Dislocated Worker services activities in compliance with the terms and conditions set forth in WIOA; and

WHEREAS, CONTRACTOR has represented that it is qualified to perform such Adult and Dislocated Worker program coordination and service activities;

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. DESCRIPTION OF SERVICES:
   The CONTRACTOR agrees to perform the Adult and Dislocated Worker services activities described in Exhibit A – Scope of Work, which is attached hereto and incorporated herein by reference. In providing such Adult and Dislocated Worker service activities, CONTRACTOR agrees to fully cooperate with the Workforce Development Board Executive Director, or designee thereof, hereinafter referred to as, "Executive Director."

2. TERM:
This agreement shall begin upon execution by both parties and shall remain in full force and effect through June 30, 2022, unless sooner terminated as provided herein.

3. TERMINATION:

Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the Adult and Dislocated Worker services activities required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

A. Without Cause. This Agreement may be terminated by COUNTY without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination.

B. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or terminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.

C. Compensation Upon Termination. In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for Adult and Dislocated Worker services activities performed pursuant to the terms and conditions of this Agreement through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

A. Maximum Amount Payable. For each fiscal year during the term of this Agreement, COUNTY shall prepare an Exhibit B - Annual Allocation form setting forth the funds allocated for this project. CONTRACTOR agrees to perform all Adult and Dislocated Worker services activities required by this Agreement for an amount not to exceed eight hundred thousand ($800,000) dollars annually.

B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit C – Schedule of Rates, which is attached hereto and incorporated herein by reference.

C. Additional Services. Any additional services not otherwise provided for herein, shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY in writing, at least six weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:
CONTRACTOR shall submit to COUNTY monthly invoices itemizing all Adult and Dislocated Worker services activities performed, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup

documentation as specified by, Executive Director. In addition, CONTRACTOR shall submit a final invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for Adult and Dislocated Worker services activities performed, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement shall be made within thirty (30) days after the receipt of approved invoices.

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County Workforce Development Board
Attention: Executive Director
520 E Street
Eureka, CA 95501
Phone: (707) 445-7745

CONTRACTOR: Smart Business Resource Center
Attention: Executive Director
1201 Placer Street
Redding, CA 96001
Phone: (530) 246-4254

7. MONITORING:

CONTRACTOR agrees that COUNTY and any other duly authorized local, state or federal agencies, including, without limitation, EDD, have the right to monitor all activities related to this Agreement, including the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY or any other duly authorized local, state or federal agencies. However, COUNTY is not responsible, and shall not be held accountable, for overseeing or evaluating the adequacy of the results of Adult and Dislocated Worker services activities performed by CONTRACTOR pursuant to the terms and conditions of this Agreement.

8. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapon systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor, as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

9. FEDERAL DEBARMENT:

COUNTY shall assure that CONTRACTOR is not on the Federal Debarment list prior to signing

this Agreement.

10. RELATIONSHIP OF PARTIES:
It is understood that this is an Agreement by and between two independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. CONTRACTOR shall at all times remain an independent contractor with respect to the Adult and Dislocated Worker services activities to be performed under this Agreement. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits, or workers' compensation.

11. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY hereto and its Board, officers, agents, volunteers, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including, without limitation, attorney fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the Adult and Dislocated Worker services activities performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

12. INSURANCE REQUIREMENTS:
This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars ($2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars ($1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).

3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:

1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:

   a. Includes contractual liability.

   b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."

   c. Is the primary insurance with regard to COUNTY.

   d. Does not contain a pro-rata, excess only and/or escape clause.

   e. Contains a cross liability, severability of interest or separation of insureds clause.

2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.

3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess

to CONTRACTOR's insurance and will not be used to contribute therewith.

5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.

6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars ($100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.

7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.

C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY:

County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

County of Humboldt
Economic Development Division
Attention: Workforce Development Board
Executive Director
520 E Street
Eureka, C

CONTRACTOR:

Smart Business Resource Center
Attention: Executive Director
1201 Placer Street
Redding, CA 96001
Phone: (530) 246-4254

13. GRANTOR RECOGNITION:
CONTRACTOR shall ensure recognition of the role of the grantor agency in performing Adult and Dislocated Worker services activities pursuant to the terms and conditions of this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, CONTRACTOR shall include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

14. AMENDMENTS:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

15. TITLE TO INFORMATION AND DOCUMENTS:

A. Documents, Information and Reports. It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents to COUNTY without exception or reservation.

B. Intellectual Property. If a book or other copyrightable material is produced by CONTRACTOR, volunteer or agent thereof, as a result of, or in connection with, the program funded by this Agreement, CONTRACTOR shall not copyright it, unless COUNTY gives CONTRACTOR prior written approval to copyright such material. Any such copyright shall be in COUNTY's name. If this Agreement results in any copyrightable material or inventions, the COUNTY and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

16. PREPARATION AND RETENTION OF RECORDS:

A. Records to be Maintained. CONTRACTOR shall maintain all records that are pertinent to the Adult and Dislocated Worker services activities to be funded under this Agreement. Such records shall include but not be limited to:

1. Records providing a full description of each Adult and Dislocated Worker services activity undertaken;

2. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with COUNTY assistance; and

3. Financial records as required by OMB Circular A-110.

B. Submission of Records and Reports. CONTRACTOR will submit, upon written request by COUNTY, any additional reports, accounts and records relating to this Agreement as may be required by the State of California or COUNTY.

C. Retention. CONTRACTOR shall retain all records pertinent to expenditure incurred under this Agreement for a period of four (4) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by the following:

1. Records for non-expandable property acquired with funds under this Agreement shall be retained for (4) four years after final disposition of such property.

2. Records for any displaced person must be kept for four (4) years after he or she has received

final payment.

3. If any litigation, claim, audit, negotiation or other actions that involve any of the records cited has been started before the expiration of the four (4) year period, then such records must be retained until completion of the actions and resolution of all issues which arise therefrom, or until the end of the regular four (4) year period, whichever occurs later.

17. AUDITS & INSPECTIONS:

A. Legal Compliance with Audit Requirements. CONTRACTOR shall allow the COUNTY to monitor its performance of Adult and Dislocated Worker services activities pursuant to the terms and conditions of this Agreement for conformity with its state and/or federal contractual obligations. CONTRACTOR shall comply with any and all applicable audit requirements of the Single Audit Act of 1984, Public law 98-502, and the Federal Office of Management and Budget Circulars A-128, A-133, or A-110. CONTRACTOR's failure to comply with the audit requirements contained herein shall constitute a material breach of this Agreement and may result in COUNTY withholding future payments to CONTRACTOR or termination of this Agreement.

B. Access to Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the Adult and Dislocated Worker services activities performed pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years from the date of final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available at any time during normal business hours to inspection, audit, examination and reproduction by COUNTY, EDD and any other duly authorized local, state and federal agencies, or their designated representatives. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.

C. Notice of Audit. If CONTRACTOR is audited during the grant period, CONTRACTOR shall provide COUNTY with a copy of the audit report within ten days of receipt of the audit report.

D. Non-compliance with Program Standards. CONTRACTOR shall fully clear any and all deficiencies noted in audit reports within thirty days after receipt of the audit report and notice of deficiency.

18. CLOSEOUTS:

CONTRACTOR's obligation to the COUNTY shall not end until all closeout requirements set forth in the sub-grant are completed. CONTRACTOR's duties during this closeout period shall include, but are not limited to: making final payments; disposing of program assets, including, without limitation, the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the COUNTY; and determining the custodianship of records.

19. PROCUREMENT:
CONTRACTOR shall comply with any and all applicable COUNTY policies concerning the purchase of equipment, and shall maintain inventory records of all non-expandable personal property, as defined by any such policies, as may be procured with funds provided herein. All program assets, including, without limitation, unexpended program income, property and equipment, shall revert to COUNTY upon termination of this Agreement.

20. SUBCONTRACTS:

A. Approvals. CONTRACTOR shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the COUNTY prior to the execution of such agreement. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

B. Monitoring. CONTRACTOR will monitor all subcontracted Adult and Dislocated Worker services activities on a regular basis to assure compliance with the terms and conditions of this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence to follow-up actions taken to correct areas of noncompliance.

C. Content. CONTRACTOR shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

D. Selection Process. CONTRACTOR shall undertake to ensure that all subcontracts executed in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

E. Nondiscrimination. CONTRACTOR shall include the foregoing provisions in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each subcontractors.

21. CONFIDENTIAL INFORMATION:

A. Disclosure of Confidential Information. CONTRACTOR agrees to protect all confidential records and client confidentiality in conformance with any and all applicable local, state and federal laws and regulations, policies, procedures and standards, including, but not limited to: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

B. Continuing Compliance with Confidentiality Laws. COUNTY and CONTRACTOR acknowledge that local, state and federal laws, regulations, standards and contractual requirements pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendments of this Agreement may be required to ensure compliance with such developments. The parties agree to promptly enter into negotiations concerning an amendment to this Agreement consistent with the standards and requirements with any and all applicable local, state and federal laws, regulations, standards or contractual requirements.

22. CONFLICT OF INTEREST:
CONTRACTOR and their staff shall avoid organizational and personal conflicts of interest or the appearance of conflicts of interest in the performance of the Adult and Dislocated Worker services activities covered by this Agreement.

23. NONDISCRIMINATION:

A. Compliance with Anti-Discrimination Laws. CONTRACTOR hereby assures that it, and its subcontractors, shall comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, United States Executive Order 11246, as amended, the Americans with Disabilities Act of 1990, the California Fair Employment and Housing Act and any other applicable local, state and federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in 2 C.C.R. Sections 8101, et seq., are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

B. Provision of Professional Services. Consistent with the requirements of any and all applicable local, state, and/or federal laws and regulations, including, but not limited to, 42 C.F.R. Section 438.6(d)(3)-(4), CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of participants, assignments of accommodations, treatment, evaluation, employment or personnel, or in any other respect on the basis of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal ordinances, laws or regulations.

C. Employment Practices. In connection with the Adult and Dislocated Worker services activities performed pursuant to the terms and conditions of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any employee, or applicant for employment, because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal ordinances, laws or regulations. CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to the factors referenced above. Such actions shall include, without

limitation: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and career development opportunities and selection for training, including apprenticeship. Nothing herein shall be construed to require the employment of unqualified persons.

D. Solicitations for Employment. CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that it is an Equal Opportunity or Affirmative Action employer. All qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, national origin, physical or mental disability, age or status as a disabled veteran or veteran of the Vietnam era.

Notification to Current and Prospective Employees. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the federal government, setting forth the provisions of the Equal Opportunity Clause of Section 503 of the Rehabilitation Act of 1973 and the Affirmative Action Clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 United States Code ("U.S.C.") Section 4212). Such notices shall state CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin, physical or mental disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

E. Compliance with Legal Standards Regarding Non-Discrimination in Federally Assisted Programs. CONTRACTOR shall comply with all the provisions of, and furnish all information and reports required by, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. Section 4212) and Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations and relevant orders of the Secretary of Labor pertaining to the prohibition of discrimination against qualified disabled persons in all federally assisted programs or activities, as detailed in regulations found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

F. Disadvantaged Business Enterprise. CONTRACTOR will use its best efforts to afford minority-, women-, and disabled veteran-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "disadvantaged business enterprise" means a business at least fifty-one percent owned and controlled by minority group members, women or disabled veterans. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. CONTRACTOR may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

G. Access to Records Regarding Non-Discrimination Compliance. CONTRACTOR shall furnish all information and reports required by Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the

rehabilitation Act of 1973, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by authorized representatives of the State of California and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

H. Sanctions for Non-Compliance. In the event of CONTRACTOR's non-compliance with the requirements of the provisions set forth herein, or with any federal rules, regulations or orders referenced herein, this Agreement may be cancelled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further state and federal contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, and such other sanctions that may be imposed, and remedies invoked, as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

I. Incorporation of Provisions. CONTRACTOR shall include the foregoing provisions in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246, as amended, and such other sanctions that may be imposed, and remedies invoked, as provided in Federal Executive Order No. 11246, as amended, including by Executive Order 11375 – "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 C.F.R. Part 60 – "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or of the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. Section 4212), so that such provisions will be binding upon each subcontractor or vendor.

24. NEPOTISM:

CONTRACTOR shall not employ any participant in a staff, administrative, work experience, or on-the-job training position who is the wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent, stepchild, son-in- law, or daughter-in-law of any individual who is employed in an administrative capacity by either of the parties hereto. Administrative capacity includes those who have selection and hiring responsibilities or authority, instructors, counselors, and all staff involved in administrative, training or Adult and Dislocated Worker services activities. Administrative capacity also means all elected and appointed officials who have any responsibility for obtaining approval of any grant funded under the WIOA, as well as other officials who have any influence or control over the administration of the program. Persons who are economically disadvantaged and serving on HC-WDB are not considered to be in an administrative capacity.

25. POLITICAL ACTIVITIES:

A. Contributions. CONTRACTOR agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities in violation of U.S.C. Chapter 15 of Title V.

B. Lobbying. CONTRACTOR hereby certifies that no funds received pursuant to the terms and conditions of this Agreement shall be used for lobbying and agrees to comply with the Byrd- Anti Lobbying Amendment, as required by 20 C.F.R. 667.200(a) and 29 C.F.R. 93.110.

C. Training and Employment. CONTRACTOR hereby certifies that no participant shall be trained or employed at worksites that are involved in partisan or non-partisan political activities.

26. RELIGIOUS ORGANIZATION:
CONTRACTOR agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with any and all applicable local, state and federal regulations.

27. FRAUD AND ABUSE:
CONTRACTOR shall establish procedures, be alert to and promptly report to the COUNTY within twenty four (24) hours, all allegations of WIOA-related fraud, abuse and criminal activity regarding any involvement with WIOA funds or WIOA-funded activities in accordance with EDD WIOA Directive D02-03. CONTRACTOR shall prepare a clear, concise written report of each incident and submit such report to the COUNTY within one (1) working day of original notice of allegations.

28. DISPLACEMENT:
No employee of an employer executing an employer agreement shall be displaced by any participant, including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits. Funds provided by this Agreement shall be used to supplement, not to supplant, the level of funds that would otherwise be made available from non-federal sources. No jobs shall be created that will infringe in any way upon the promotional opportunities of currently employed individuals.

29. UNIONS AND WORK STOPPAGES:
No participant may be required to join a union, unless there is in effect a union security provision in an Employer-Employee Agreement entered into by an employer who has executed an employer agreement. In case of a work stoppage, a non-unionized participant must be removed from the worksite.

30. EXISTING CONTRACTS:
No program shall impair existing contracts for services or collective bargaining agreements. If a program is to be instituted and a bargaining agreement is in effect, such program shall be undertaken only with the written concurrence of the labor organization and the employer concerned.

31. OVERTIME, COMPENSATORY TIME AND VACATION:
CONTRACTOR shall not authorize any employee or participant whose salary is funded in whole or in part under this Agreement to perform any Adult and Dislocated Worker services activities required hereunder for which overtime pay would be required. Any overtime pay, which may become due, shall not be paid by COUNTY. Overtime pay does not include consideration for compensatory time as provided for in state and federal law. Any compensatory time accrued by a participant must be taken prior to the participant's termination from the program. COUNTY shall not pay any compensatory time, which may become due after termination.

32. EMPLOYMENT BEYOND AUTHORIZED TERM:
CONTRACTOR shall be liable for, and shall pay from its own funds, any wages accrued by a participant for time such participant may work beyond the term authorized by WIOA Regulations or the employer agreement.

33. PROGRAM INCOME:
Any and all program income generated by CONTRACTOR during the performance of this Agreement shall be accounted for in accordance with the terms and conditions set forth herein. CONTRACTOR agrees that it will account for program income by maintaining a program income account and remitting all funds from such account to COUNTY on a quarterly basis. All remittances must be clearly marked "Program Income" and must indicate the period covered.

34. EDUCATIONAL ASSISTANCE:
CONTRACTOR shall provide COUNTY with a list of WIOA participants enrolled in employment training programs who have applied for or are receiving Educational Assistance funds within three weeks of the beginning of each training, or school, term.

35. WORKING CONDITIONS:
CONTRACTOR agrees that no participant shall be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to the participant's health or safety.

36. DRUG-FREE WORKPLACE CERTIFICATION:
CONTRACTOR certifies that it will comply with the requirement of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.), and will provide a drug-free workplace by doing all of the following:

A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.

B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
   1. The dangers of drug abuse in the workplace;
   2. CONTRACTOR's policy of maintaining a drug-free workplace;
   3. Any available counseling, rehabilitation and employee assistance programs; and
   4. Penalties that may be imposed upon employees for drug abuse violations.

C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who performs Adult and Dislocated Worker services activities pursuant to the terms and conditions of this Agreement will:
   1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
   2. Agree to abide by the terms of CONTRACTOR's Drug-Free policy as a condition of employment.

D. Effect of Non-Compliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement, and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the

foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

37. ENERGY EFFICIENCY:
CONTRACTOR assures it will comply with the standards and policies relating to energy efficiency which are contained in the State of California Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat. 871). [53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19639, 19643, Apr. 19, 1995].

38. WAIVER OF DEFAULT:
The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

39. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:
No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

40. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:
   A. General Legal Compliance. CONTRACTOR agrees to comply with all local, state and federal laws, regulations and policies applicable to the Adult and Dislocated Worker services activities performed pursuant to the terms and conditions of this Agreement.

   B. Funding Requirements. CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations and policies applicable to the funding provided under this Agreement. CONTRACTOR further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

   C. Licensure Requirements. CONTRACTOR agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to the Adult and Dislocated Worker services activities performed pursuant to the terms and conditions of this Agreement.

41. PROVISIONS REQUIRED BY LAW:
This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

42. REFERENCE TO LAWS AND RULES:
In the event any law, regulation, policy, procedure, standard or contractual obligation referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

43. NOTIFICATION OF LITIGATION:
CONTRACTOR shall inform COUNTY within forty-eight (48) hours of notification of any claim or action undertaken by or against it, which affects or may affect this Agreement, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the COUNTY and the State of California.

44. JURISDICTION AND VENUE:
This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 and 395.

45. DISPUTE RESOLUTION:
If a dispute arises involving the interpretation, implementation or enforcement of this Agreement, the parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

46. SEVERABILITY:
If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

47. ASSIGNMENT:
CONTRACTOR shall not delegate its duties or assign its rights hereunder, or both, either in whole or in part, without prior written consent of COUNTY. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of the Agreement. This provision shall not be applicable to service agreements or contracts or similar arrangements usually or customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support or professional services.

48. AGREEMENT SHALL BIND SUCCESSORS:
All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

49. INTERPRETATION:
This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

50. INDEPENDENT CONSTRUCTION:
The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

51. FORCE MAJEURE:
Neither CONTRACTOR nor COUNTY shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or

negligence of such party. Such events shall include but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing.

52. ENTIRE AGREEMENT:
This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

53. AUTHORITY TO EXECUTE:
Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement for or on behalf of the parties to this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:
(1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
(2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

SHASTA COUNTY PRIVATE INDUSTRY COUNCIL dba SMART BUSINESS RESOURCE CENTER:

By: _____ Date: 05/07/18

Name: CHRIS DELL

Title: BOARD PRESIDENT

By: _____ Date: 5/8/18

Name: Paul Wiener

Title: Secretary/treasurer

COUNTY OF HUMBOLDT:

By:

_____ Date: 5/31/18

County Administrative Officer

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By:

_____ Date: 5/30/18

Risk Management

LIST OF EXHIBITS:

Exhibit A – Scope of Services
Exhibit B – Annual Allocation Form
Exhibit C – Schedule of Rates
Exhibit D – Department of Labor Provisions

SCOPE OF SERVICES

Workforce Innovation and Opportunity Act Adult and
Dislocated Worker Services July 1, 2018 through June 30, 2022

A. Contractor's Role and Responsibilities.

The CONTRACTOR shall carry out the activities for Adult and Dislocated Workers in Humboldt County as follows:

1. Provide basic career services, including but not limited to participant intake, initial assessments, orientations, employment services, and referrals to other partners and services.
2. Determine eligibility of participants based on WIOA guidelines and enroll participants into CalJOBS.
3. Provide individualized career services including, but not limited to comprehensive and specialized assessments, case management, individual employment plans, career planning and vocational counseling.
4. Provide training services, including but not limited to occupational skills, on-the-job, incumbent worker, entrepreneurial, and job readiness trainings.
5. Work with employers to place individuals in work experience and on-the-job training activities.
6. Participate on the Rapid Response team, attend layoff events and provide dislocated workers information about training, education and employment opportunities.
7. Meet annual performance measurements and outcomes.
8. Provide follow-up services for one year to all individuals who have exited the program.
9. Manage the daily operations in coordination with local fiscal agents for the lease, utilities, and other property activities in support of the AJCC premises.
10. Manage the hours of operation for the AJCC.
11. Report to the HC-WDB on operations, performance and continued improvement recommendations.
12. Implement local HC-WDB policies.
13. Agree and sign the AJCC Memorandum of Understanding pertaining to service coordination and cost sharing.
14. Participate in monthly and or annual monitoring and compliance reviews.
15. Comply with all sections of the WIOA, directives released by the EDD and the United States Department of Labor (DOL), as well as any and all policies, procedures and communications from the County that guide the operation of local WIOA programs.
16. Maintain necessary program and fiscal records. County staff will provide reporting templates or programs to report monthly and or quarterly reports.

B. County's Role and Responsibilities.

The COUNTY shall carry out the following activities:

1. Act as fiscal agent for all WIOA programs, funds and grants.
2. Provide to CONTRACTOR updated performance goals and Common Measures from the State of California within fifteen (15) working days of the date they become available, and other technical assistance or information needed to implement the grant within program guidelines.
3. Provide CONTRACTOR with technical assistance.
4. Provide CONTRACTOR with the appropriate reporting forms, collect data, and file required reports with the State of California.
5. Provide CONTRACTOR with annual allocations, budget forms, review and approve budgets, and determine minimum number of participants to be served by CONTRACTOR.
6. Monitor CONTRACTOR for compliance with this Agreement and with local, state, and federal requirements annually.

C. Performance Monitoring

COUNTY will monitor the performance of CONTRACTOR against goals and performance standards specified in this Agreement, including the Department of Labor Provisions described in Exhibit D which is incorporated herein by reference.

Substandard performance is defined as non-compliance with this Agreement. If actions to correct, and reports of progress to remedy such substandard performance are not received by the COUNTY within ninety (90) calendar days after CONTRACTOR was notified by the COUNTY of such substandard performance, the COUNTY may initiate contract suspension or termination procedures. If actions to correct, and reports of progress to remedy such enrollment and service levels are not received from the CONTRACTOR within ninety (90) calendar days after being notified by COUNTY, de-obligation procedures will be initiated. In the event there is any conflict between the provisions in Attachment A and other provisions of this Agreement, Attachment A shall take precedence.

Workforce Innovation and Opportunity Act Adult Services Annual Allocation

Funding Start Date:_____Funding End Date: _____

Adult funding is a two year grant cycle, 20% is allowable to carry forward into the 2nd year.

Sub-Grant Agreement Number: _____

Funding will be distributed in two allocations:

Funding Allocation: _____

Total Amount of Funding:_____

Agreed to by County Administrative Office, Economic Development Division

_____

Economic Development Coordinator
HC-WDB Executive Director

Date: _____

Agreed to by [Contractor Name]

_____

[Contractor's Title]

Date: _____

EXHIBIT C
SCHEDULE OF RATES
[Contractor Name]
July 1, 2018 through June 30, 2022

1. COMPENSATION:
   For each fiscal year during the term of this Agreement, COUNTY shall prepare an Annual Allocation form, setting forth the funds allocated for this project. CONTRACTOR agrees to perform all Adult and Dislocated Worker services activities required by this Agreement for an amount not to exceed eight hundred thousand ($800,000) dollars annually.

2. INVOICES:
   CONTRACTOR will submit an itemized invoice to COUNTY, using the invoice form attached hereto as Attachment I, and incorporated as part of this Agreement. CONTRACTOR will submit invoices to COUNTY each month during the term of this Agreement. Invoices for the prior months' services are due by the 15th of the following month for each month in which Adult and Dislocated Worker services activities are performed. If the 15th falls on a Saturday, the invoice is due on the 14th.

3. PAYMENT:
   Payment will be made by the COUNTY to the CONTRACTOR within 30 days of receipt of invoice.

ATTACHMENT I

Adult and Dislocated Worker Career Services

CONTRACTOR NAME

CONTRACTOR ADDRESS

Invoice Date: _____ **Invoice #** 100

Invoice Period: _____

Description		Cost	Total Amount Due
Personnel Costs (Wages and Benefits)			
Adult		$0.00	
Dislocated Worker			
Equipment (must be in compliance with WIOA procurement policies)		$0.00	
Training		$0.00	
			$0.00

SAMPLE

I certify that the information provided above is, to the best of my knowledge, complete and accurate; the expenditures are in accordance with the approved Agreement cited for services provided under the provision of that agreement. Full justification and backup records for the expenditures are maintained in our office at the address indicated.

Signature and date:

Print Name and Title: _____

Send invoice to:

COUNTY OF HUMBOLDT
Economic Development Division
520 E Street
Eureka Ca 95501

_____
Date

_____
Date

Department of Labor ("DOL") Provisions

1. Act. Public Law 113-128, the Workforce Innovation and Opportunity Act, was enacted by the United States Congress on August 7, 1998, to consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the United States. President Barack Obama signed the Workforce Innovation and Opportunity Act (WIOA) into law on July 22, 2014. WIOA supersedes the Workforce Investment Act of 1998 and takes effect on July 1, 2015.
2. Administrative Entity. The entity designated to administer a strategic local plan pursuant to Section 107(d)(1) of the Act.
3. Closed Out. The completion of all necessary work to ensure that, within a specific period of time: 1) all participants have completed their training and are no longer incurring debts or liabilities that can be charged to County Administrative Office, Economic Development Division; and 2) all source documents have been completed and submitted to the appropriate sections of the administration division of County Administrative Office, Economic Development Division.
4. Education Assistance Programs. Programs include, but are not limited to, the following: PELL GRANT; BOGG (Board of Governors Grant); SEOG (Supplemental Educational Opportunity Grants); EOPS (Extended Opportunity Programs and Services); CAL GRANTS (available through the California Student Aid Commission).
5. Employment Training Program. Any program, project or activity for the provision of education or training to individuals, including the provision of facilities for furnishing services and any ancillary services or other benefits provided WIOA participants.
6. Entered Employment. The category for participants who were terminated from an employment-training program and through their own efforts or the efforts of the administrative entity or the service deliverer obtains full- or part-time unsubsidized employment.
7. Fraud. Fraud is any deceitful act or omission or willful device used with the intent to obtain some unjust advantage for one party or to cause an inconvenience or loss to another party. Criminal fraud is a type of larceny and is punishable under both federal and California law as a felony. Civil fraud is subject to tort actions under civil laws. Types of fraud include embezzlement, forgery, theft, solicitation and receipt of bribes (kickbacks) and falsification of records and claims regarding trainees (*e.g.*, knowingly enrolling ineligible participants).
8. Management Information System (MIS). A system designed to gather and report program information in such a way that managers and policymakers can monitor program status. Information may be processed either manually or by data processing equipment.
9. On-Board. Refers to participant currently enrolled in employment training activities and/or services.
10. Participant. Any person participating in the expanded capacity of the programs being developed with the grant funds, *e.g.,* an enrolled student, an instructor hired to deliver the new programs, *etc.*
11. Program Income. Gross income earned by Service Deliverer from grant or agreement supported activities. Such program income includes, but is not limited to: income from service fees, sale of commodities (products), usage or rental fees and royalties on patents and copyrights.
12. Service Deliverer. An entity selected to provide employment-training services to participants.

13. Unassigned. A status given to employment training program participants who are enrolled but are not participating in a training program.

B. SPECIAL CONDITIONS

1. State Audit. The CONTRACTOR shall be subject to the examination and audit of the State Auditory General for a period of four (4) years after the final payment under the Agreement.

2. Equipment. The CONTRACTOR must receive prior approval from the COUNTY for the purchase and/or lease of any equipment with a per unit acquisition cost of Five Thousand Dollars ($5,000) or more, and a useful life of more than one year. The Agreement does not give approval for equipment even if it is specified in the grant application. In the event of termination of the Agreement, equipment shall be disposed of as outlined in Section VIII(B)(2) of the Agreement.

3. Program Income. The CONTRACTOR must receive written approval prior to executing any program that could incur program income. CONTRACTOR shall submit a program income plan for approval by the COUNTY.

4. Rebates. The CONTRACTOR agrees to advise the COUNTY, in writing, of any forthcoming income resulting from lease/rental rebates or other rebates, interest, credits or any other monies or financial benefits to be received directly or indirectly as a result of or generated by the grant funds. Appropriate action must be taken to ensure that the Government is reimbursed proportionally from such income.

5. Pre-Contract. The CONTRACTOR hereby agrees that any allowable costs incurred by the CONTRACTOR pursuant to this Agreement, prior to the obligation of funds by the US DOL, are incurred at the CONTRACTOR's own risk.

6. Consultant Fees. No consultant fees over $500 per day will be paid without prior written approval by the COUNTY and US DOL.

7. Publicity. No funds provided under this Agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall grant funds be used to pay the salary or expenses of any grant or agreement awardee or agent acting for such awardee, related to any activity designed to influence legislation or appropriations pending before the Congress.

8. Public Announcements. When issuing statements, press releases, requests for proposals, bid solicitation, and other documents describing project or programs funded in whole or in part with federal money, the CONTRACTOR shall clearly state the percentage of the total cost of the program or project which will be financed with the federal grant funds, and the dollar amount of federal funds for the project or program.

9. Civil Rights Compliance. CONTRACTOR agrees to comply with Title VI and Title VII of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086. In compliance with Executive Order 12928, the CONTRACTOR is strongly encouraged to provide subcontracting opportunities to Historically Black Colleges and University and other Minority Institutions such as Hispanic Service Institutions and Tribal Colleges and University; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

10. Veteran's Priority Provisions. The programs funded under this Agreement and with funds from the US DOL are subject to the provisions of the "Jobs for Veterans Act" (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. A veteran must meet program eligibility requirements. The Training and Employment Guidance Letter (TEGL) No. 5-03 (September 16, 2003) provides general guidance on the scope of the veterans priority statute and its effect on current employment and training programs.

11. Audits. The required financial and compliance audits will be required in accordance with the Single Audit Act of 1984.

12. Salary and Bonus Limitations. In compliance with Public Law 109-234, none of the funds appropriated in Public Law 109-149 or prior Acts under Employment and Training that are available for expenditure on or after June 15, 2006, shall be used by the CONTRACTOR or the COUNTY to pay the salary or bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II, except as provided for under section 101 of Public Law 109-149.

13. Intellectual Property Rights. 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: a) the copyright in all products developed with the grant fund provided through this Agreement; and b) any rights of copyright to which the COUNTY or CONTRACTOR purchases ownership under an award (including but not limited to curricula, training models, technical assistance 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. Federal funds under this Agreement may not be used to pay any royalty or licensing fee associated with any such copyrighted material, although they may be used to pay costs for obtaining a copy which are limited to the developer/seller costs of copying and shipping. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities.

    If applicable, the following needs to be on all products developed in whole or in part with grant funds:

    "This workforce solution was funded by a grant awarded by the US DOL's Employment and Training Administration. The Solution was created by the grantee and does not necessarily reflect the official position of the US DOL. The US DOL 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, or ownership. This solution is copyrighted by the institution that created it. Internal use, by an organization and/or personal use by an individual for non-commercial purposes, is permissible. All other uses require the prior authorization of the copyright owner."

14. Evaluation, Data, and Implementation. The CONTRACTOR agrees to cooperate with the US DOL in the conduct of a third-party evaluation, including providing to US DOL or its authorized CONTRACTOR appropriate data and access to program operating personnel and participants in a timely manner.

C. ASSURANCES.

1. Compliance. CONTRACTOR assures COUNTY that all aspects of CONTRACTOR's performance under this Agreement shall comply with the requirements of the Workforce Innovation and Opportunity Act (Public Law 113-128), the WIOA regulations, the Fair Labor Standards Act, the California Labor Code, and all other applicable laws and regulations.

2. Discrimination. CONTRACTOR assures it will comply with Title VI and Title VII of the Civil Rights Act of 1964 and with the Age Discrimination in Employment Act of 1978 and that no person with responsibilities in the carrying out of this Agreement will discriminate with respect to any program participant or any applicant for participant in such program because of race, creed, color, national origin, sex, religion, age, handicap, or political affiliation or belief.

3. Hold Harmless and Indemnification Agreement.

   a. Pursuant to Government Code section 895.4, the parties to this Agreement shall indemnify, defend and hold harmless the other parties hereto and their officials, officers, agents, employees or volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by the virtue of their negligent or willful acts of misconduct or omissions (either directly or through or by their officers, officials, agents employees, or volunteers) in connection with its duties and obligations under this Agreement and any amendments hereto, except such loss or damage which was caused by the sole negligence or willful misconduct of either party.

   b. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR's operations regardless if any insurance is applicable or not.

2. Location of Additional Information. Copies of Humboldt County's Strategic Five-Year Local Plan and all pertinent Federal and State statutes, regulations, guidelines, bulletins, and circulars relating to this Agreement are available for inspection during regular business hours at the offices of County Economic Development Division, 520 E Street, Eureka, CA 95501 and/or Employment Training Division, 930 Sixth Street, Eureka, CA 95501.

3. Debarment, Suspension, Ineligibility, and Voluntary Exclusion. CONTRACTOR certifies that neither they nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

4. Relocation Assistance. CONTRACTOR assures that it will comply with the requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

5. Clean Air Act, Clean Water Act, Environmental Protection Agency. CONTRACTOR assures that it will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

6. Certification regarding Drug-Free Workplace. As required by the State Drug-Free Workplace Act of 1990 (Government Code Section 8350 *et seq.*) and the Federal Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610, CONTRACTOR certifies that it will or will continue to provide a drug-free workplace.

ACORD

SHACO-6

OP ID: W6

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/16/2018

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

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

PRODUCER
InterWest Insurance Serv., LLC
License #0B01094
310 Hemsted Dr., Suite 200
Redding, CA 96002-0935
Select Business Unit
530-222-1737

CONTACT NAME: Mindy Whitehouse
PHONE (A/C, No, Ext): 530-222-1737
FAX (A/C, No): 530-222-3771
E-MAIL ADDRESS: mwhitehouse@iwins.com

INSURED Shasta County PIC Inc. dba:
Smart Business Resource Center
1201 Placer Street
Redding, CA 96001

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Ind. Ins. Co.	18058
INSURER B: Oak River Insurance Company	34630
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		PHPK1755966	01/01/2018	01/01/2019	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK1755966	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			PHUB629680	05/09/2018	01/01/2019	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	SHWC922439	01/01/2018	01/01/2019	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Property Section			PHPK1755966	01/01/2018	01/01/2019	BPP	250,525
							Ded	1,000

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

RE: 409 K. Street, Eureka CA. County of Humboldt, its agents, officers, officials, employees and volunteers, As respects to General Liability, Additional Insured status applies per attached endorsement if required by written contract. Workers Compensation Waiver pending from the carrier.

CERTIFICATE HOLDER

County of Humboldt
Risk Management
825 Fifth St. Room 131
Eureka, CA 95501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Steven J. Williams

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY DELUXE ENDORSEMENT: HUMAN SERVICES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	$30,000 limit	2
Damage to Premises Rented to You	$1,000,000	3
HIPAA	Clarification	4
Medical Payments	$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	$5,000	5
Supplementary Payment – Loss of Earnings	$1,000 per day	5
Employee Indemnification Defense Coverage	$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

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

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

(3) Based on the named insured's request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to $50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter's liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions,** Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

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

(a) Less than 58 feet long; and

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

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a $30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

   a. The last paragraph of **SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

      Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

   b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

      Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

   c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

      A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

   That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

a. $1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

a. Intentional, Willful, or Deliberate Violations

Any willful, intentional, or deliberate "violation(s)" by any insured.

b. Criminal Acts

Any "violation" which results in any criminal penalties under the HIPAA.

c. Other Remedies

Any remedy other than monetary damages for penalties assessed.

d. Compliance Reviews or Audits

Any compliance reviews by the Department of Health and Human Services.

3. SECTION V – DEFINITIONS is amended to include the following additional definitions:

a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.

c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

G. Medical Payments – Limit Increased to $20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

   a. $20,000; or
   b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGE**, **COVERAGE C MEDICAL PAYMENTS**, Subsection **1. Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

   (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, **COVERAGE C MEDICAL PAYMENTS**, Subsection **2. Exclusions**, Paragraph **e. Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. **b.** Up to $5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

1.d. is deleted in its entirety and replaced by the following:

1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is $25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

K. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a $10,000 limit per occurrence and $10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.

b. "Employee" means:

(1) Any natural person:

(a) While in your service or for 30 days after termination of service;

(b) Who you compensate directly by salary, wages or commissions; and

(c) Who you have the right to direct and control while performing services for you; or

(2) Any natural person who is furnished temporarily to you:

(a) To substitute for a permanent "employee" as defined in Paragraph **(1)** above, who is on leave; or

(b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.

(3) "Employee" does not mean:

(a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

(b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."

c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Coverage Part, Paragraph **3.a.** is deleted in its entirely and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your "employees" are also insureds for "bodily injury" to a co-"employee" while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

h. Grantors of Permits – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:

(1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

i. Vendors – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.

j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.

k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations

l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

(1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.

(2) This insurance does not apply to:

(a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph **2.** is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership; or

(3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

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

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

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

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph **3.** Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and

b. Except for mental anguish, includes death resulting from the foregoing (Item **a.** above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

   b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

   Discrimination based on race, color, religion, sex, age or national origin, except when:

   a. Done intentionally by or at the direction of, or with the knowledge or consent of:

   (1) Any insured; or

   (2) Any executive officer, director, stockholder, partner or member of the insured;

   b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
© 2011 Philadelphia Indemnity Insurance Company

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 5% of the applicable manual premium otherwise due on such remuneration subject to a policy maximum charge for all such waivers of 5% of total manual premium.

The minimum premium for this endorsement is $350.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Specific Waiver

Person/Organization: County of Humboldt / Risk Management

Job Description: Business Resource

Waiver Premium: 350.00

Class	State	Payroll Subject to Waiver
8742	CA	1.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 01/01/2018 Policy No.: SHWC922439 Endorsement No.:

Insured: Premium $

Insurance Company: Oak River Insurance Company

Countersigned by _____