

**FINANCIAL AGREEMENT
By and Between
California Human Development**

and

Napa Valley Adult Education

California Human Development (hereinafter referred to as CHD) whose address is 3315 Airway Drive, Santa Rosa, CA 95403 and Napa Valley Adult Education (hereinafter referred to as NVAE) whose address is 1600 Lincoln Ave, Napa, Ca. 94558, hereby enter into this financial agreement.

CHD and NVAE agree to the following:

- ✓ Provide quality services that will lead participants on the path to greater self-sufficiency.
- ✓ Communicate on a regular basis with the goal of enhancing business partnership and finding mutually agreeable solutions to problems that affect CHD clients who are attending NVAE.
- ✓ Monitor and ensure that effective follow-up systems are in place.

CHD agrees to:

- ✓ Refer (no maximum no minimum) eligible Farmworkers certified by CHD's administrative office under WIOA Title I, Section 167 National Farmworker Program or under WIOA Title I Dislocated Agricultural Worker Program
- ✓ Pay training costs according to the tuition cost listed on the Eligible Training Provider List (ETPL) effective at the time of enrollment authorized by CHD's Administrative Official.
- ✓ Collaborate with NVAE in providing counseling to remove obstacles that would interfere with the participants' ability to successfully complete the course and obtain employment.
- ✓ Follow-up with students who are absent from class and will notify NVAE of their findings.
- ✓ Pay on a pro-rate basis for students enrolled under this agreement who drop out of school before completing the course.

NVAE agrees to:

- ✓ Provide full quality vocational training to participants who are referred by CHD and meet entrance criteria for the listed course.
- ✓ Provide instructional materials that will enhance the student's learning process.
- ✓ Notify CHD immediately if a student is absent one or more hours from the class.

- ✓ Verify students' attendance by completing Proof of Attendance Forms twice per month.
- ✓ Report student's progress by meeting with the student, instructor and case manager to complete a Progress According to Plan Form once per month.
- ✓ Mail, Scan or Fax a copy of Certificates or diplomas obtained by the students.

Indemnification

CHD shall not be liable for any damage or injury to any person or to any property, occurring on the facility or as a part of its operations. NVAE agrees to indemnify, defend, and hold harmless CHD for any liability costs or claims for personal injuries or property damage caused as a result of CHD student referrals to NVAE.

Insurance

CHD will require NVAE to provide proof of liability insurance, in the amount of \$1,000,000, in respects to their interests in insured operations.

The terms of this agreement are valid for the duration of the program year or until funding is no longer available. Changes in this contract must be made by mutual agreement and in writing. The contract may be terminated by either party for any reason by giving the other a thirty (30) day notice of termination.

<i>Anita Maldonado</i>	5/29/2019	_____	_____
Anita Maldonado	Date	Rick Jordan	Date
CHD - Chief Executive Officer		NVAD-Principal	

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YY)
5/28/19

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

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

PRODUCER Heffernan Insurance Brokers P.O. Box 2100 Petaluma, CA 94953 CA License #0564249	CONTACT NAME: PHONE (A/C, No, Ext): 707-781-3400 FAX (A/C, No): 707-781-0800		
	EMAIL ADDRESS:		
INSURED California Human Development 3315 Airway Drive Santa Rosa, CA 95403	INSURERS AFFORDING COVERAGE		NAIC #
	INSURER A:	Philadelphia Indemnity Insurance Co.	18058
	INSURER B:	ZNAT Insurance Company	30120
	INSURER C:	Golden Bear Insurance Company	39861
	INSURER D:		
	INSURER E:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		PHPK1846705	07/01/18	07/01/19	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$20,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY	\$1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	\$3,000,000
								\$
A	AUTOMOBILE LIABILITY			PHPK1846705 PHPK1846717 (Trucking Auto Program)	07/01/18	07/01/19	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HERED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
							\$	
A	UMBRELLA LIAB			PHUB837826	07/01/18	07/01/19	EACH OCCURRENCE	\$10,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR						AGGREGATE	\$10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Z134344802	07/01/18	07/01/19	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/EMBER EXCLUDED? (Mandatory in N.J.)						OTHER	
	<input type="checkbox"/>						E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	Auto Excess			GBX31318	07/01/18	07/01/19	Limit	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: As Per Contract or Agreement on File with Insured. Napa Valley Adult Education is included as an additional insured on General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER Napa Valley Adult Education 1600 Lincoln Ave. Napa, CA 94558	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 