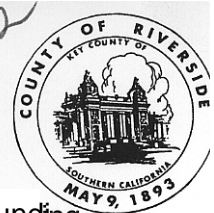


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

212



FROM: Economic Development Agency **SUBMITTAL DATE:** June 10, 2003

SUBJECT: Nurse Workforce Initiative (NWI)-Regional Training Collaborative (RTC) Funding

RECOMMENDED MOTION: That the Riverside County Board of Supervisors:

1. Accept the NWI-RTC Grantfunds in the amount of \$1,210,449 and authorize the Chairman of the Board to execute the Memorandum of Understanding (MOU) with San Bernardino County.
2. Authorize the Workforce Development Administrator to negotiate and execute contract(s) associated with this MOU.

BACKGROUND: On January 23, 2002, Governor Davis announced a \$60 million, three-year initiative to address California's growing nursing shortage. This initiative uses \$60 million in Governor's discretionary funding from the federal Workforce Investment Act (WIA) over a three-year period. In June 2002, \$24 million was released through a Solicitation for Proposal (SFP) for NWI-RTC projects.

San Bernardino and Riverside Counties collaborated with healthcare providers and the education community in both counties to respond to the governor's SFP. San Bernardino County is the administrative/fiscal agent and submitted the proposal to the state on July 31, 2002.

On September 29, 2002, Governor Gray Davis announced grants to partnerships that will conduct Nurse Workforce Initiative projects throughout California for the period October 2002 through September 2005. The San Bernardino County Jobs and Employment Services Department (JESD), was awarded \$2,100,000 for an RTC Pilot Project. The goals of the project are (1) train licensed nurses to help fill the nursing shortage in Riverside County, and (2) test various strategies for increasing and maintaining licensed nurse training programs in Riverside County. The resulting best practice strategy will be used to insure adequate capacity for meeting future licensed nurse requirements.

(continued)

bjh:mf


Bradley J. Hudson, Assistant CEO/EDA

FINANCIAL DATA

CURRENT YEAR COST: \$465,320

NET COUNTY COST: \$0

BUDGET ADJUSTMENT: \$-0-

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: California Governor's Discretionary 15% WIA Funds

ANNUAL COST \$-0-
IN CURRENT YEAR BUDGET: YES
FOR FY: 2003-2004

C.E.O. RECOMMENDATIONS:

APPROVE

County Executive Officer Signature:



Department Recommendation: Consent Policy
Per Executive Office: Consent Policy

Form 11
Funding for NWI/RTC MOU
June 10,2003

San Bernardino and Riverside Counties agreed to negotiate contracts with the respective partners in each county. San Bernardino County has approved \$1,210,449 to be expended on Riverside County projects and has submitted the attached Memorandum of Understanding for Board approval.



County of San Bernardino

F A S

STANDARD CONTRACT

New		Vendor Code		Dept.	Contract Number	
Change				SC	A	
County Department				Dept.	Orgh.	Contractor's License No.
Jobs and Employment Services				JOB	NW12	
County Department Contract Representative				Telephone		Total Contract Amount
Barbara Halsey, Interim Director				(909) 433-3330		\$1,210,449
Contract Type						
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date		Contract End Date		Original Amount
		11/19/02		09/30/05		\$1,210,449
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRCIPROJJOBNo.	Amount
SAC	JOB	NW12	300	3806	NWI-RTCRIV	\$1210.449
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRCIPROJJOBNo.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRCIPROJJOBNo.	Amount
Project Name				Estimated Payment Total by Fiscal Year		
NWI-RTC				FY	Amount	I/D
RIVCOEDA				02-03	\$310,110	___
				03-04	\$391,814	___
				04-05	\$508,525	___

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name
 County of Riverside Economic Development Agency hereinafter called Contractor
 Address
 1151 Spruce Street
 Riverside, CA 92507
 Telephone (909) 955-3100 Federal ID No. or Social Security No. 95-6000930

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino has entered into a Grant agreement, hereinafter referred to as the NWI-RTC grant with the State of California Employment Development Department (EDD), hereinafter referred to as the "Grantor," for the purpose of developing and implementing projects to recruit, train and retain licensed nurses to address California's current and long-term need for nursing care, and;

WHEREAS, the County of San Bernardino desires to enter into a Memorandum of Understanding with County of Riverside Economic Development Department (RIVCOEDA) to provide entry level training and training for advancement opportunities in the nursing industry, as more fully set forth in the Proposal submitted to, and approved by, the Grantor;

WHEREAS, the County of San Bernardino desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW THEREFORE, The parties mutually agree to the following provisions, conditions, and covenants:

MEMORANDUM OF UNDERSTANDING
for the operation of
SAN BERNARDINO COUNTY'S
Nurse Workforce Initiative Grant
Regional Training Collaborative

I. TERM

- A. MOU Period: The term of this MOU shall commence on November 19, 2002, and end on September 30, 2005, unless otherwise indicated by a formal notice or amendment.
- B. Either party may terminate this MOU without cause upon giving the other party at least thirtv (30) calendar days' advance notice of the termination. The Associate County Administrator, Economic Development and Public Services Group, is authorized to exercise San Bemardino County's rights with respect to any termination of this MOU.

II. PURPOSE

The purpose of the Nurse Workforce Initiative Regional Training Collaborative (NWI-RTC) is to address regional nursing shortages guided by a nursing career path developed in consultation with regional employers. This innovative project will target incumbent workers (primarily LVNs) with community college programs brought to the work site and community college students enrolled in nursing programs. The targeted population eligible for NWI-RTC services will be individuals who meet the Grantor's eligibility criteria and who are interested in pursuing training in the licensed nursing field.

In entering into this agreement, the parties also make the commitment to maintain not only the basic provisions of WIA, but also to follow the 15 percent project requirements as outlined in the Employment Development Department (EDD) Information Bulletin Number: WIAB02-23 for which the NWI-RTC Program is responsible.

11. PARTIES TO THIS MEMORANDUM OF UNDERSTANDING (MOU)

The parties to this agreement are:

A. SAN BERNARDINO COUNTY

The San Bernardino County Board of Supervisors has the overall responsibility for the operation of the Workforce Investment Act. The San Bernardino County Jobs and Employment Services Department, hereinafter referred to as San Bernardino County JESD, is the administrative entity for the County of San Bemardino.

Workforce Investment/Business Resource Center
215 North D Street
San Bemardino, CA 92415

B. COUNTY OF RIVERSIDE ECONOMIC DEVELOPMENT AGENCY (RIVCOEDA)

The Riverside County Board of Supervisors has the overall responsibility for the operation of this MOU through its Riverside County Economic Development Agency, Workforce Development Board, hereinafter referred to as RIVCOEDA.

Riverside County Workforce Development Centers
1151 Spruce Street
Riverside, CA 92507

IV. PARTICIPANT TRAINING LOCATIONS

As determined by RIVCOEDA through its negotiation with the Riverside County partners associated with the NWI-RTC proposal.

V. GENERAL RESPONSIBILITIES:

Disallowed Activities:

The following activities are disallowed under this MOU

- Political activities [WIA 195(6)]
- Charging participants a fee for placement or referral into a WIA Activity [WIA 195(6)]
- Displacement of employees by any WIA participants WIA 181(b) (2) & (3)
- The promotion or deterrence of union organization [WIA 181(b) (7)]

VI. SAN BERNARDINO COUNTY JESD RESPONSIBILITIES

A. MAINTAINENCE OF RECORDS

San Bemardino County JESD will maintain and adhere to an appropriate system for the award and monitoring of contracts. Such system will he consistent with federal, state, and local regulations/policies, and will contain acceptable standards for assuring accountability.

B. DATA CONTROL SYSTEM

San Bemardino County JESD will establish and maintain a participant data system as prescribed by the State of California in accordance with the sub-grant documents.

C. STATE REPORTING

San Bemardino County JESD will compile and submit reports regarding NWI-RTC program activities, expenditures, and status of cash and closeout information by specified dates and as prescribed by the State.

D. MONITOR

San Bemardino County JESD will conduct appropriate monitoring activities and cooperate with the state evaluation of the NWI-RTC by providing information as necessary.

VII. RIVCOEDA RESPONSIBILITIES

A. RECRUITMENT

RIVCOEDA will be responsible for outreach and recruitment of eligible participants in cooperation with employers and training providers. RIVCOEDA will serve a minimum of **102** participants, but can exceed this number within the constraints of the approved budget.

B. ENROLLMENT/REGISTRATION AND EXIT

RIVCOEDA will complete eligibility determination and enrollment/registration for RIVCOEDA residents based on the 15% WIA eligibility criteria defined in the EDD Information Bulletin #WLAB02-23 or its successor. These criteria apply to any potential clients including incumbent workers of the partners named in the Proposal. RIVCOEDA will register the participants and complete all state-required forms where applicable. Within ten (10) business days of participant's enrollment completion, RIVCOEDA will provide San Bernardino County JESD with copies of the following forms:

WIA Application Form #WIA EWIR
WIA Enrollment Form #WIA EWIE

Within thirty (30) days of program completion, RIVCOEDA will provide San Bernardino County JESD with copies of the following forms:

WIA Exit Form #WIA EWIT

RIVCOEDA will provide San Bernardino County JESD with copies of the following form within ten (10) business days of the end of each quarter:

WIA Follow-up Form #WIA EWIF

RIVCOEDA will submit copies of all the above forms to the Management Information Systems (MIS) department located at the following address:

San Bernardino County
Jobs and Employment Services Department
851 S. Mt. Vernon Ave, Ste 3
Colton, CA 92324
Attn: Clarissa Jimenez/Nursing Workforce Initiative

C. ASSESSMENT

RIVCOEDA will coordinate with its assessment partners to provide an assessment consisting of a customized battery of tests designed to measure aptitude, suitability, personality and social capabilities of all enrolling students.

D. REFERRALS

Qualified participants will be referred to appropriate activities that will increase their ability to obtain and maintain employment in the nursing field. These activities may include: entry-level training, assistance with licensure, specialty training, and employment retention strategies.

VIII. JOINT RESPONSIBILITIES

A. UNIVERSAL ACCESS

The parties agree to universal access as an NWI-RTC provision. This includes ensuring access for all customers including those with special needs such as literacy deficits, physical or learning disabilities, limited English proficiency, and others with economic or geographical barriers to service or employment.

B. MARKETING

The parties to the MOU agree to a collaborative marketing strategy to inform job seekers, employed individuals, employers, and the community at large about the services available through the NWI-RTC.

C. HEALTH AND SAFETY STANDARDS

Both parties will ensure that all worksite and training facilities meet health and safety standards established under state and federal law (WIA 181 (b) (4) & CFR 667.274).

IX. INDEMNIFICATION AND INSURANCE REQUIREMENTS

A. Indemnification

RIVCOEDA agrees to indemnify and hold harmless San Bernardino County, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of RIVCOEDA in connection with this agreement.

San Bernardino County agrees to indemnify and hold harmless RIVCOEDA from any and all liabilities for injury to persons and damage to property arising out of any negligent act or omission of San Bernardino County, its officers, employees, agents or volunteers in connection with this agreement.

In the event San Bernardino County and/or RIVCOEDA is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under the agreement, San Bernardino County and/or RIVCOEDA shall indemnify the other to the extent of its comparative fault.

B. Insurance

San Bernardino County and RIVCOEDA are self-insured public entities for purposes of professional liability, general liability, and Workers' Compensation. San Bernardino County and RIVCOEDA warrant that through their programs of self-insurance, they have adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of San Bernardino County's and RIVCOEDA'S performance of this agreement.

X. GENERAL TERMS AND CONDITIONS

A. MOU TERMINATION

1. Upon termination of the MOU, Contractor will only be reimbursed for amounts properly expended prior to the date of termination. Contractor will not be reimbursed for costs incurred after the date of termination. All property purchased, documents, data studies, reports and records prepared by the Contractor under this MOU, and any property transferred from previous programs for the purpose and use of the NWI/RTC program , including programs under CETA and/or JTPA, shall be returned to San Bernardino County or disposed of, according to San Bernardino County's instructions.
2. In the event the Contractor goes out of existence, copies of all records relating to the projects or activities that are the subject of this contract shall be furnished to San Bernardino County.
3. San Bernardino County may unilaterally suspend and/or terminate this MOU, upon written notice at such time and to such extent as funds are suspended or not made available to JESD by the Grantor. In the event of such suspension or termination, RIVCOEA will be paid, up to the date of suspension or termination, for any amount that is properly expended by RIVCOEDA as a result of the performance under this MOU.

B. AUDIT

1. Related contractual or cost sharing agreements are subject to generally accepted accounting principles and to the audit provisions of the program as appropriate.
2. Overall, the Bureau of State Audits, the San Bernardino County Board of Supervisors, and other parties as appropriate, or their designated representatives, shall have the right to review and to copy any records and supporting documentation pertaining to performance under this MOU. Parties to this MOU agree to maintain such records for a minimum of three (3) years unless differing periods are stipulated by impacted funding sources. Auditors will be allowed access to such information or records during normal business hours. Further, the parties to this MOU agree to include similar audit provisions in any related contract, subcontract or other financial agreement.

C. DISCRIMINATION CLAUSE

1. The parties to this MOU shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant, or participant for employment or services provided under this MOU due to race, color, age, religion, sex, national origin, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in the WIA Title I financially assisted program or activity as specified in Section 188 of WIA. Parties shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other such agreement. Parties to this MOU shall include nondiscrimination and compliance provisions of this clause in all related subcontracts and financial agreements.
2. Parties to this MOU will assure compliance with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

D. GOVERNING LAW

This MOU is governed by and shall be interpreted in accordance with the laws of the State of California, State WIA enabling legislation, and the Workforce Investment Act of 1998.

E. UNENFORCEABLE PROVISIONS

In the event that any provision of this MOU is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this agreement have force and affect, and shall not be affected.

F. CONFIDENTIALITY

Parties to this MOU agree to comply with the provisions of WIA and applicable sections of the Welfare and Institutions Code, the California Education Code, the Family Educational Rights Privacy Act, the Rehabilitation Act, and/or any other appropriate statute or requirement to assure that:

1. All applications and individual records related to services provided under this MOU, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
2. No person will publish, disclose, or use, or permit or cause to be published, disclosed or used, any confidential information pertaining to NWI-RTC applicants, participants, or customers.

G. INDEPENDENT CONTRACTOR STATUS

The parties heretofore agree that the relationship established by this MOU is that of independent agents. It is expressly understood and agreed that this MOU is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between parties. Each party will be responsible for providing its own salaries, payroll taxes, withholding, workers compensation and liability insurance coverage, and other benefits of any kind, as required by law, for its own employees.

XI. PERFORMANCE

A. PROGRAM PERFORMANCE

To ensure effective utilization of funds, RIVCOEDA performance shall be reviewed by San Bernardino County JESD on a periodic basis to determine if the performance requirements are being met and whether the budgeted funds will be fully expended within the term of this MOU. Depending on the outcomes of the review, funds originally provided to the Contractor may be treated as follows:

De-obligation: San Bernardino County JESD retains the option to de-obligate funds, in part or in full, when the periodic review indicates that funds were over-allocated, based upon the projected performance to be achieved by RIVCOEDA, or RIVCOEDA is not able to fully expend the total funds within the term of the MOU. Said de-obligation shall not take place unless and until the JESD provides written notification outlining the reasons for said de-obligation. RIVCOEDA shall be given the opportunity to rebut or provide additional information as to performance.

Participants enrolled in this program should obtain education and training to allow them to acquire, retain or advance in employment in a licensed nursing occupational area or areas to be measured by job placement, promotion or wage increase.

The performance measures for the WIA NWI-RTC program are defined as follows:

Performance Reporting Categories	Performance Level
Credential and license rate	86%
Entered Employment Rate	82%
Employment Retention	85%
Earnings change in 6 months	\$3700+

RIVCOEDA agrees to adhere to the following fiscal provisions related to NWI-RTC:

A. DESIGNATION OF FISCAL AGENT

1. The San Bernardino County Board of Supervisors is responsible and accountable for the receipt of WIA funding as well as outside funding from related funding streams or external sources.
2. The San Bernardino County Board of Supervisors has designated San Bernardino County JESD as the fiscal administrative agent with authority to make payments to vendors, approve vouchers, determine the share of cost to each party as appropriate, and to conduct other functions necessary to observe generally accepted accounting principles within local WIA administration.

B. COMPENSATION

1. Funding of this MOU is subject to the continuing availability of funds provided to San Bernardino County from the State of California, supported by the governor's 15% discretionary WIA funds during the agreement period. San Bernardino County JESD will inform RIVCOEDA of any limitation of the availability of funds.
2. The Compensation to be paid to RIVCOEDA as provided herein shall be payment in full for all services and expenses incurred by RIVCOEDA under this agreement.
3. Compensation for services provided under this MOU shall not exceed \$1,210,449.

4. RIVCOEDA shall invoice the San Bernardino County JESD on a monthly basis for expenditures actually incurred during the previous month(s).
 - a. All claims submitted to San Bernardino County JESD shall reference this MOU.
 - b. The claim shall be submitted on a San Bernardino County **JESD** approved format and shall include a breakdown for the period of service as follows:
 1. Invoice period covered and date submitted to San Bernardino County JESD. Expenses must be within the NWI-RTC grant period of November 19, 2002–September 30, 2005.
 2. A summary of actual costs for expenses.
 3. Total amount to be paid by San Bernardino County JESD for the period of service.
 - c. Invoices are due no later than the 10th of the month following the month expenses were incurred.
 - d. All invoices shall be submitted to:

San Bernardino County
Jobs and Employment Services Department
851 South Mt. Vernon, Suite 22
Colton, CA 92324
ATTN Fiscal-NWI-RTC
5. A transfer of funds shall be processed by San Bernardino County JESD no later than forty-five (45) calendar days after receipt of a correct and complete claim for reimbursement from RIVCOEDA.

XIII. CONCLUSION AND APPROVAL

- A. This MOU, consisting of 11 pages, including addendum(s) when attached, is the full and complete document describing services to be rendered by the parties to this MOU including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments, agencies, or entities to the terms and conditions set forth in this document.
- C. This MOU is of no force or effect until approved by the Chairman, San Bernardino County Board of Supervisors, and by the RIVCOEDA Board of Supervisors.

END OF AGREEMENT

COUNTY OF SAN BERNARDINO

County of Riverside Economic Development Agency
(Print or type name of corporation, company, contractor, etc.)

▶

Dennis Hansherger, Chairman, Board of Supervisors

▶

(Authorized signature - sign in blue ink)

Approved as to Legal Form ▶	Reviewed by Contract Compliance ▶	Presented to BOS for Signature ▶
County Counsel		Department Head
Date _____	Date _____	Date _____

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

FORM APPROVED
COUNTY COUNSEL

JUN 13 2003

BY *[Signature]*

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Attachment A
Budget and Program Cost: WIA 15% Grant and RIVCOEDA

Expense Item	Program Expenses RIVCOEDA	Grand Total	RIVCOEDA Match
A. Staff Salaries & Benefits	\$ 384,782	\$ 384,782	\$ 255,971
B. Staff Travel	\$ 6,500	\$ 6,500	\$ 3,000
C. Rent			\$ 10,060
D. Marketing			\$ 10,000
E. Office Supplies/Postage			\$ 1,000
F. Total Other Expenses	\$ 21,667	\$ 21,667	\$ 0
G. Other consultants or Service Subcontractors	\$ 797,500	\$ 797,500	\$ 600,000
Total	\$1,210,449	\$1,210,449	\$880,031