

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: Susana Garcia-Bocanegra 12/3/15  
 Departmental Concurrence

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS 11/25/15  
 DATE

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

142



**FROM:** Economic Development Agency/Workforce Development Division

**SUBMITTAL DATE:**  
December 3, 2015

**SUBJECT:** Approval of Funding for a Business Process Improvement Service Consultant with California Manufacturing Technology Consultants in Program Year 2015/16, All Districts, [\$100,000] Title I Workforce Innovation and Opportunity Act Rapid Response Funds 100%, CEQA Exempt

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 and Section 15061(b)(3);
2. Approve an allocation of Title I Workforce Innovation and Opportunity Act (WIOA) Rapid Response Funds in the not to exceed amount of \$100,000 to California Manufacturing Technology Consultants, a California corporation (CMTC) to provide layoff aversion and business retention services to Riverside County businesses under the WIOA Rapid Response Program during the period of January 1, 2016 through June 30, 2016 for the PY 2015/16;

(Continued)

Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 100,000	\$ 0	\$ 100,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
<b>SOURCE OF FUNDS:</b> Title I Workforce Innovation and Opportunity Act (WIOA) Rapid Response Funds 100%				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 2015/16	

**C.E.O. RECOMMENDATION:**

APPROVE

BY: Rohini Dasika  
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: 3.28 of 7-29-14

District: All

Agenda Number:

3-17

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**  
 Economic Development Agency/Workforce Development Division

**FORM 11:** Approval of Funding for a Business Process Improvement Service Consultant with California Manufacturing Technology Consultants in Program Year 2015/16, All Districts, [\$100,000] Title I Workforce Innovation and Opportunity Act Rapid Response Funds 100%, CEQA Exempt;

**DATE:** December 3, 2015

**PAGE:** 2 of 3

**RECOMMENDED MOTION:** (Continued)

3. Approve the attached form of Service Agreement for Business Process Improvement Consultant (Service Agreement) to be entered into between the County of Riverside and CMTC, for the period of January 1, 2016 through June 30, 2016, in the not to exceed total contract amount of \$100,000; and
4. Authorize the Assistant County Executive Officer/EDA or designee to negotiate and execute an Agreement with CMTC conforming in form and substance with the attached Service Agreement, in connection with the provision of layoff aversion and business retention services to County of Riverside businesses and as set forth in Table A below, and any subsequent amendments, provided the amount of the agreement is not increased above what was approved by the Board of Supervisors, and further provided that the contract and any amendments thereto are approved as to form by County Counsel.

**BACKGROUND:**

**Summary**

In support of the Workforce Development Board's Strategic Plan, the Economic Development Agency/Workforce Development Division released a Request for Proposal (RFP) on September 28, 2015 to procure for Business Process Improvement Services for program year 2015/16. Business Process Improvement Services include assistance with lay-off aversion, job-retention services, strategic and financial planning, quality assurance, energy efficiency, IT systems and human resource development. Three proposals were received before the closing date on October 28, 2015. Upon reviewing the proposals, only one bidder was determined to meet the specification in the RFP. The two other bidders did not meet the minimum specifications as outlined in the RFP.

California Manufacturing Technology Consultants (CMTC) is recommended to provide business process improvement services consulting. CMTC is a private non-profit 501 (c) 3 corporation established in 1992 and has provided manufacturers training, consulting and technical services for improving productivity and implementing growth strategies through innovation to impact top line growth, bottom-line savings and global competitiveness. CMTC has implemented a Manufacturing Business Assistance and Layoff Aversion Service (LAS) programs with eleven Workforce Investment Boards (WIBs). CMTC successfully partnered with Riverside County Workforce Investment Board in Program Year 2014-15. Results of this partnership with the Riverside County WIB provided Manufacturing sector business process improvement and layoff aversion services to 10 manufacturers resulting in 123 jobs retained, \$16.5M in retained sales, \$5.77M in forecasted increased sales and \$2.897M in cost savings.

Proposed Consultant	Scope of Work	Total Cost
California Manufacturing Technology Consultants	<ul style="list-style-type: none"> <li>• Provide business process improvement and layoff aversion services to a minimum of 10 manufacturing businesses</li> <li>• Document 100 retained jobs in the manufacturing sector</li> </ul>	\$100,000
<b>TOTAL AMOUNT NOT TO EXCEED</b>		<b>\$100,000</b>

**Impact on Citizens and Businesses**

(Commences on Page 4)

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

Economic Development Agency/Workforce Development Division

**FORM 11:** Approval of Funding for a Business Process Improvement Service Consultant with California Manufacturing Technology Consultants in Program Year 2015/16, All Districts, [\$100,000] Title I Workforce Innovation and Opportunity Act Rapid Response Funds 100%, CEQA Exempt;

**DATE:** December 3, 2015

**PAGE:** 3 of 3

**Impact on Citizens and Businesses**

When businesses close plants or lay off workers, the Business Solutions Team at Riverside County can provide immediate on-site services to assist workers facing job losses. Rapid Response provides early intervention assistance designed to transition workers to their next employment as soon as possible. Rapid Response services are tailored to each company, based on the needs of the affected employees.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

(Commences on Page 3)

**SUPPLEMENTAL:**

**Additional Fiscal Information**

In FY 2015/2016 there will be \$100,000 in costs. No county costs will be incurred and no budget adjustment is required.

**Contract History and Price Reasonableness**

In support of the Workforce Development Board's Strategic Plan with regards to Rapid Response services, a Request for Proposal (RFP) was issued on September 28, 2015 to procure services for a Business Process Improvement Services Consultant in PY 2015/2016. The WDB chose to release a new Business Process Improvement Services RFP to encourage the participation of additional consultants with their businesses located in Riverside County and the Inland Empire.

**SERVICE AGREEMENT**

for

**Business Process Improvement Consultant**

Between

**COUNTY OF RIVERSIDE**

And

**[Insert name of consultant]**



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1 This Service Agreement for Business Process Improvement Consultant  
2 ("Agreement"), made and entered into this \_\_\_\_ day of Month, 20XX, by and between  
3 [Insert name of consultant], a limited liability company, (herein referred to as the  
4 "CONSULTANT") and the COUNTY OF RIVERSIDE, a political subdivision of the State  
5 of California, by and through its Economic Development Agency (EDA), Workforce  
6 Development Division (WDD), (herein referred to as "COUNTY").

7 **RECITALS**

8 WHEREAS, the COUNTY has entered into a grant agreement with the State of  
9 California, hereinafter referred to as the "Grantor," pursuant to the Workforce  
10 Innovation and Opportunity Act of 2014 (WIOA);

11 WHEREAS, WIOA gives responsibility for administering the Rapid Response  
12 program to state and local workforce agencies such as the County, and state staff  
13 directly provide Rapid Response services. WIOA funds are used to pay for Rapid  
14 Response services;

15 WHEREAS, Rapid Response assistance is available to businesses affected by  
16 economic expansion and/or declining industries;

17 WHEREAS, in connection with the Rapid Response program, the COUNTY  
18 issued a Request for Proposal, Business Process Improvement Services, Program  
19 Year 2015-2016 (RFP) on September 28, 2015 to solicit consultants to work with  
20 businesses in Riverside County by providing business improvement strategies, such as  
21 lay-off aversion, job retention services, strategic and financial business planning,  
22 quality assurance, energy efficiency, IT systems and human resource development.  
23 The RFP is incorporated herein by this reference;

24 WHEREAS, Consultant responded to the RFP and based on Consultant's prior  
25 experience with business improvement strategies, County awarded Consultant with an  
26 allocation of WIOA Rapid Response Funds; and

1 WHEREAS, County desires to contract with the CONSULTANT based on  
2 CONSULTANT's expertise, special skills, knowledge and experience in business  
3 process improvement services, as more specifically set forth in the Agreement below.

4 NOW THEREFORE, based upon the foregoing Recitals and for good and  
5 valuable consideration, the receipt and sufficiency of which is acknowledged by all  
6 Parties, the COUNTY and CONSULTANT hereby agree as follows:

7 **1. Description of Services**

8 **1.1** The CONSULTANT shall provide business process improvement  
9 services as outlined and specified in the SCOPE of SERVICE, attached hereto as  
10 Exhibit "A" and incorporated by this reference, and the RFP, at the not to exceed fee  
11 stated in Paragraph 3.1. The RFP and CONSULTANT'S response to the RFP  
12 submitted on October 28, 2015 are each hereby incorporated herein by this reference.

13 **1.2** The CONSULTANT represents that it has the experience ,personnel,  
14 equipment, and facilities necessary to fully and adequately perform under this Agreement  
15 and the COUNTY relies upon this representation. The CONSULTANT shall perform to the  
16 satisfaction of the COUNTY and in conformance to and consistent with the highest  
17 standards of professional CONSULTANT'S in the same discipline in the State of California.

18 **1.3** The CONSULTANT affirms this it is fully apprised of all of the work to be  
19 performed under this Agreement; and the CONSULTANT agrees it can properly perform  
20 this work at the fee stated in Paragraph 3.1. The CONSULTANT is not to perform services  
21 or provide products outside of the Agreement, unless by written request by the COUNTY.

22 **1.4** Acceptance by the COUNTY of CONSULTANT'S performance under this  
23 Agreement does not operate as a release of the CONSULTANT'S responsibility for full  
24 compliance with the terms of this Agreement.

25 **2. Due Date**

26 **2.1** The CONSULTANT shall perform the scope of services for the COUNTY  
27 in a timely manner and to COUNTY's satisfaction, as more specifically set forth in  
28 Exhibit A, SCOPE OF SERVICE, and the payment schedule attached hereto as Exhibit

1 "B" as incorporated herein by this reference as such services are necessary for the  
2 provision of business process improvement services. This Agreement shall commence  
3 on January 1, 2016 and expire on June 30, 2016, unless terminated earlier.

4 **3. Compensation**

5 **3.1** The COUNTY shall pay CONSULTANT for services performed, products  
6 provided and expenses incurred for the SCOPE OF SERVICE defined in Exhibit "A"  
7 pursuant to the Payment Schedule set forth in Exhibit "B". Maximum payment by  
8 COUNTY to CONSULTANT shall not exceed One Hundred Thousand Dollars  
9 (\$100,000), including all expenses. The COUNTY is not responsible for any fees or  
10 costs incurred above or beyond the contracted amount and shall have no obligation to  
11 purchase any specified amount of services or products, unless agreed to by COUNTY  
12 in writing.

13 **3.2** The CONSULTANT shall be paid only in accordance with an invoice  
14 submitted to the COUNTY by CONSULTANT conforming to Exhibit "C" attached hereto  
15 and incorporated herein by this reference, and COUNTY shall pay the invoice within thirty  
16 (30) working days from the date of receipt of the invoice. Payment shall be made to  
17 CONSULTANT only after services have been rendered or delivery of materials or products,  
18 and acceptance has been made by COUNTY.

19 a) Each invoice shall contain a minimum of the following information:  
20 invoice number and date; remittance address; itemization of the description of the work  
21 (hourly rate and extensions, if applicable); and an invoice total and shall conform to the  
22 Invoice Form attached hereto as Exhibit "C".

23 b) In accordance with California Government CONSULTANT Section  
24 926.10, COUNTY is not allowed to pay excess interest and late charges.

25 **3.3** The COUNTY obligation for payment of this Agreement beyond the  
26 current fiscal year end is contingent upon and limited by the availability of the COUNTY  
27 funding from which payment can be made. No legal liability on the part of the  
28 COUNTY shall arise for payment beyond June 30 of each calendar year unless funds

1 are made available for such payment. In the event that such funds are not forthcoming  
2 for any reason, the COUNTY shall immediately notify the CONSULTANT in writing; and  
3 this Agreement shall be deemed terminated and have no further force and effect.

4 **4. Alteration or Changes to the Agreement**

5 **4.1** The Board of Supervisors and the Assistant County Executive  
6 Officer/Economic Development Agency and/or designee are the only authorized  
7 COUNTY representatives who may at any time, by written order, make alterations to  
8 this Agreement.

9 **5. Termination**

10 **5.1** The COUNTY may terminate this Agreement without cause upon 30 days  
11 written notice served upon the CONSULTANT stating the extent and effective date of  
12 termination.

13 **5.2** The COUNTY may, upon five (5) days written notice, terminate this  
14 Agreement for the CONSULTANT's default, if the CONSULTANT refuses or fails to  
15 comply with the terms of this Agreement or fails to make progress so as to endanger  
16 performance and does not immediately cure such failure. In the event of such  
17 termination, the COUNTY may proceed with the work in any manner deemed proper by  
18 the COUNTY.

19 **5.3** After receipt of the notice of termination, the CONSULTANT shall:

20 (a) Stop all work under this Agreement on the date specified in the  
21 notice of termination; and

22 (b) Transfer to the COUNTY and deliver in the manner as directed by  
23 the COUNTY any materials, reports or other products which, if the Agreement had  
24 been completed or continued, would have been required to be furnished to the  
25 COUNTY.

26 **5.4** After termination, the COUNTY shall make payment only for the  
27 CONSULTANT'S performance up to the date of termination in accordance with this  
28 Agreement.



1           **5.5**    The CONSULTANT's rights under this Agreement shall terminate (except  
2 for fees accrued prior to the date of termination) upon dishonesty or a willful or material  
3 breach of this Agreement by the CONSULTANT; or in the event of the  
4 CONSULTANT's unwillingness or inability for any reason whatsoever to perform the  
5 terms of this Agreement. In such event, the CONSULTANT shall not be entitled to any  
6 further compensation under this Agreement.

7           **5.6**    The rights and remedies of the COUNTY provided in this section shall not  
8 be exclusive and are in addition to any other rights and remedies provided by law or  
9 this Agreement.

10 **6.    Ownership/Use of Contract Materials and Products**

11           The CONSULTANT agrees that all materials, reports or products in any form,  
12 including electronic, created by the CONSULTANT for which the CONSULTANT has  
13 been compensated by the COUNTY pursuant to this Agreement shall be the sole  
14 property of the COUNTY; and may be used by the COUNTY for any purpose the  
15 COUNTY deems to be appropriate, including, but not limited to, duplication and/or  
16 distribution within the COUNTY or to third parties. The CONSULTANT agrees not to  
17 release or circulate in whole or part such materials, reports or products without prior  
18 written authorization of the COUNTY.

19 **7.    Conduct of the CONSULTANT**

20           **7.1**    The CONSULTANT covenants that it presently has no interest, including,  
21 but not limited to, other projects or contracts, and shall not acquire any such interest,  
22 direct or indirect, which would conflict in any manner or degree with the  
23 CONSULTANT's performance under this Agreement. The CONSULTANT further  
24 covenants that no person or subcontractor having any such interest shall be employed  
25 or retained by CONSULTANT under this Agreement. The CONSULTANT agrees to  
26 inform the COUNTY of all CONSULTANT's interests, if any, which are or may be  
27 perceived as incompatible with the COUNTY's interests.

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1           **7.2** The CONSULTANT shall not, under circumstances which could be  
2 interpreted as an attempt to influence the recipient in the conduct of his/her duties,  
3 accept any gratuity or special favor from individuals or firms with whom the  
4 CONSULTANT is doing business or proposing to do business, in accomplishing the  
5 work under this Agreement.

6           **7.3** The CONSULTANT or its employees shall not offer gifts, gratuity, favors,  
7 and entertainment directly or indirectly to COUNTY employees.

8           **8.     Inspection of Services**

9           **8.1** All performance shall be subject to inspection by the COUNTY. The  
10 CONSULTANT shall provide adequate cooperation to the COUNTY representative to  
11 permit him/her to determine the CONSULTANT's conformity with the terms of this  
12 Agreement. If any services performed or products provided by the CONSULTANT are  
13 not in conformance with the terms of this Agreement, the COUNTY shall have the right  
14 to require the CONSULTANT to perform the services or provide the products in  
15 conformance with the terms of the Agreement at no additional cost to the COUNTY.  
16 When the services to be performed or the products to be provided are of such nature  
17 that the difference cannot be corrected, the COUNTY shall have the right to: (1)  
18 require the CONSULTANT immediately to take all necessary steps to ensure future  
19 performance in conformity with the terms of the Agreement; and/or (2) reduce the  
20 Agreement price to reflect the reduced value of the services performed or products  
21 provided. The COUNTY may also terminate this Agreement for default and charge to  
22 the CONSULTANT any costs incurred by the COUNTY because of the  
23 CONSULTANT's failure to perform.

24           **8.2** The CONSULTANT shall establish adequate procedures for self-  
25 monitoring to ensure proper performance under this Agreement; and shall permit a  
26 COUNTY representative to monitor, assess or evaluate the CONSULTANT's  
27 performance under this Agreement at any time upon reasonable notice to the  
28 CONSULTANT.

1 **9. Independent Contractor**

2 The CONSULTANT is, for purposes relating to this Agreement, an independent  
3 contractor and shall not be deemed an employee of the COUNTY. It is expressly  
4 understood and agreed that the CONSULTANT (including its employees, agents and  
5 subcontractor's) shall in no event be entitled to any benefits to which the COUNTY  
6 employees are entitled, including but not limited to overtime, any retirement benefits,  
7 worker's compensation benefits, and injury leave or other leave benefits. There shall  
8 be no employer-employee relationship between the parties; and the CONSULTANT  
9 shall hold the COUNTY harmless from any and all claims that may be made against  
10 the COUNTY based upon any contention by a third party that an employer-employee  
11 relationship exists by reason of this Agreement. It is further understood and agreed by  
12 the parties that the CONSULTANT in the performance of this Agreement is subject to  
13 the control or direction of the COUNTY merely as to the results to be accomplished and  
14 not as to the means and methods for accomplishing the results.

15 **10. Subcontract for Work or Services**

16 No contract shall be made by the CONSULTANT with any other party for  
17 furnishing any of the work or services under this Agreement without the prior written  
18 approval of the COUNTY; but this provision shall not require the approval of contracts  
19 of employment between the CONSULTANT and personnel assigned under this  
20 Agreement, or for parties named in the proposal and agreed to under this Agreement.

21 **11. Disputes**

22 **11.1** The parties shall attempt to resolve any disputes amicably at the working  
23 level. If that is not successful, the dispute shall be referred to the senior management  
24 of the parties. Any dispute relating to this Agreement which is not resolved by the  
25 parties shall be decided by the COUNTY's Compliance Contract Officer who shall  
26 furnish the decision in writing. The decision of the COUNTY's Compliance Contract  
27 Officer shall be final and conclusive unless determined by a court of competent  
28 jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as

1 necessarily to imply bad faith. The CONSULTANT shall proceed diligently with the  
2 performance of this Agreement pending the resolution of a dispute.

3 **11.2** Prior to the filing of any legal action related to this Agreement, the parties  
4 shall be obligated to attend a mediation session in Riverside County before a neutral  
5 third party mediator. A second mediation session shall be required if the first session is  
6 not successful. The parties shall share the cost of the mediations. The parties shall  
7 jointly select a mediator acceptable to the CONSULTANT and COUNTY. The  
8 mediation shall take place in Riverside County. Each party shall be responsible for its  
9 own legal fees and other expenses incident to the preparation for mediation. If the  
10 dispute cannot be resolved by mediation, neither COUNTY nor CONSULTANT waives  
11 their rights to bring the appropriate legal action in a court of competent jurisdiction  
12 within the County of Riverside.

13 **12. Licensing and Permits**

14 The CONSULTANT shall comply with all State or other licensing requirements,  
15 including but not limited to the provisions of Chapter 9 of Division 3 of the Business and  
16 Professions CONSULTANT. All licensing requirements shall be met at the time  
17 proposals are submitted to the COUNTY. The CONSULTANT warrants that it has all  
18 necessary permits, approvals, certificates, waivers and exemptions necessary for  
19 performance of this Agreement as required by the laws and regulations of the United  
20 States, the State of California, the County of Riverside and all other governmental  
21 agencies with jurisdiction, and shall maintain these throughout the term of this  
22 Agreement relative to the Scope of Services to be performed under Exhibit A, and that  
23 service(s) will be performed by properly trained and licensed staff.

24 **13. Non-Discrimination**

25 The CONSULTANT shall not be discriminate in the provision of services,  
26 allocation of benefits, accommodation in facilities, or employment of personnel on the  
27 basis of ethnic group identification, race, religious creed, color, national origin,  
28 ancestry, physical handicap, medical condition, sexual orientation, marital status or sex

1 in the performance of this Agreement; and, to the extent they shall be found to be  
2 applicable hereto, shall comply with the provisions of the California Fair Employment  
3 Practices Act (commencing with Section 1410 of the Labor CONSULTANT), the  
4 Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of  
5 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

6 The CONSULTANT agrees to comply with the Americans with Disabilities Act  
7 (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of  
8 disability, and all applicable federal and state laws and regulations, guidelines, and  
9 interpretations issued hereto in the execution of the duties and responsibilities under  
10 the Agreement.

11 **14. Record Retention and Documents**

12 The CONSULTANT agrees to retain all records pertaining to this Agreement  
13 under Workforce Innovation and Opportunity Act (WIOA) programs for a period of three  
14 (3) years after termination of this Agreement. If, at the end of three (3) years, there is  
15 an ongoing litigation or an audit involving those records, the CONSULTANT shall retain  
16 the records until the resolution of such litigation or audit is completed. The Department  
17 of Labor, the Grantee, and the COUNTY reserve the right to monitor and visit,  
18 announced or unannounced, the CONSULTANT's facilities at any time during normal  
19 business hours. The monitoring shall be conducted in accordance with the COUNTY  
20 WIOA Monitoring Guide and WIOA State Directives.

21 **15. Confidentiality**

22 **15.1** The CONSULTANT shall not use for personal gain or make other  
23 improper use of privileged or confidential information which is acquired in connection  
24 with this Agreement. The term "privileged or confidential information" includes but is  
25 not limited to: unpublished or sensitive technological or scientific information; medical,  
26 personnel, or security records; anticipated material requirements or pricing/purchasing  
27 actions; the COUNTY information or data which is not subject to public disclosure;

1 COUNTY operational procedures; and knowledge of selection of contractors,  
2 subcontractors or suppliers in advance of official announcement.

3 **15.2** The CONSULTANT shall protect from unauthorized disclosure names  
4 and other identifying information concerning persons receiving services pursuant to this  
5 Agreement, except for general statistical information not identifying any person. The  
6 CONSULTANT shall not use such information for any purpose other than carrying out  
7 the CONSULTANT's obligations under this Agreement. The CONSULTANT shall  
8 promptly transmit to the COUNTY all third party requests for disclosure of such  
9 information. The CONSULTANT shall not disclose, except as otherwise specifically  
10 permitted by this Agreement or authorized in advance in writing by the COUNTY, any  
11 such information to anyone other than the COUNTY. For purposes of this paragraph,  
12 identity shall include, but not be limited to, name, identifying number, symbol, or other  
13 identifying particular assigned to the individual, such as finger or voice print or a  
14 photograph.

15 **16. Administration/Contract Liaison**

16 The Assistant County Executive Officer of the Economic Development  
17 Agency/Workforce Development Division, or designee, shall administer this Agreement  
18 on behalf of the COUNTY.

19 **17. Force Majeure**

20 If either party is unable to comply with any provision of this Agreement due to  
21 causes beyond its reasonable control, and which could not have been reasonably  
22 anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such  
23 party shall not be held liable for such failure to comply, provided the other party  
24 receives written notice of such force majeure event.

25 **18. EDD Reporting Requirements**

26 In order to comply with child support enforcement requirements of the State of  
27 California, the COUNTY may be required to submit a Report of Independent  
28 CONSULTANT(s) form DE 542 to the Employment Development Department ("EDD").

1 The CONSULTANT agrees to furnish the required data and certifications to the  
2 COUNTY within 10 days of notification of award of Agreement when required by the  
3 EDD. This data will be transmitted to governmental agencies charged with the  
4 establishment and enforcement of child support orders. Failure of the CONSULTANT  
5 to timely submit the data and/or certificates required may result in the contract being  
6 awarded to another CONSULTANT. In the event a contract has been issued, failure of  
7 the CONSULTANT to comply with all federal and state reporting requirements for child  
8 support enforcement or to comply with all lawfully served Wage and Earnings  
9 Assignments Orders and Notice of Assignment shall constitute a material breach of  
10 Agreement. If the CONSULTANT has any questions concerning this reporting  
11 requirement, please call (916) 657-0529. The CONSULTANT should also contact the  
12 local Employment Tax Customer Service Office listed in the telephone directory in the  
13 State Government section under "Employment Development Department" or access  
14 their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

15 **19. Hold Harmless/Indemnification**

16 **19.1** The CONSULTANT shall indemnify and hold harmless the County of  
17 Riverside, its Agencies, Districts, Special Districts and Departments, The Workforce  
18 Development Board (WDB) their respective directors, officers, Board of Supervisors,  
19 elected and appointed officials, employees, agents and representatives (individually  
20 and collectively hereinafter referred to as Indemnitees) from any liability whatsoever,  
21 based or asserted upon any services of CONSULTANT, its officers, employees,  
22 subcontractors, agents or representatives arising out of or in any way relating to this  
23 Agreement, including but not limited to property damage, bodily injury, or death or any  
24 other element of any kind or nature whatsoever arising from the performance of  
25 CONSULTANT, its officers, employees, subcontractors, agents or representatives  
26 Indemnitors from this Agreement. CONSULTANT shall defend, at its sole expense, all  
27 costs and fees including, but not limited, to attorney fees, cost of investigation, defense  
28 and settlements or awards, the Indemnitees in any claim or action based upon such

1 alleged acts or omissions.

2 With respect to any action or claim subject to indemnification herein by CONSULTANT,  
3 CONSULTANT shall, at their sole cost, have the right to use counsel of their own  
4 choice and shall have the right to adjust, settle, or compromise any such action or  
5 claim without the prior consent of COUNTY; provided, however, that any such  
6 adjustment, settlement or compromise in no manner whatsoever limits or circumscribes  
7 CONSULTANT'S indemnification to Indemnitees as set forth herein.

8 CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has  
9 provided to COUNTY the appropriate form of dismissal relieving COUNTY from any  
10 liability for the action or claim involved.

11 The specified insurance limits required in this Agreement shall in no way limit or  
12 circumscribe CONSULTANT'S obligations to indemnify and hold harmless the  
13 Indemnitees herein from third party claims.

14 In the event there is conflict between this clause and California Civil Code Section  
15 2782, this clause shall be interpreted to comply with Civil Code 2782. Such  
16 interpretation shall not relieve the CONSULTANT from indemnifying the Indemnitees to  
17 the fullest extent allowed by law.

18 **19.2** In the event there is conflict between this clause and California Civil  
19 CONSULTANT Section 2782, this clause shall be interpreted to comply with Civil  
20 CONSULTANT 2782. Such interpretation shall not relieve the CONSULTANT from  
21 indemnifying the COUNTY to the fullest extent allowed by law.

22 **20. Insurance**

23 Without limiting or diminishing the CONSULTANT's obligation to indemnify or  
24 hold the COUNTY harmless, the CONSULTANT shall procure and maintain or cause  
25 to be maintained, at its sole cost and expense, the following insurance coverages  
26 during the term of this Agreement:

27 **20.1 Workers' Compensation**

28



1 If the CONSULTANT has employees as defined by the State of California, the  
2 CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage  
3 A) as prescribed by the laws of the State of California. The Policy shall include  
4 Employers' Liability (Coverage B) including Occupational Disease with limits not less  
5 than **\$1,000,000** per person per accident. The policy shall be endorsed to waive  
6 subrogation in favor of the County of Riverside, and, if applicable, to provide a  
7 Borrowed Servant/Alternate Employer Endorsement.

8 **20.2 Commercial General Liability**

9 Commercial General Liability insurance coverage, including but not limited to,  
10 premises liability, contractual liability, products and completed operations liability,  
11 personal and advertising injury covering claims which may arise from or out of the  
12 CONSULTANT's performance of its obligations hereunder. The Policy shall name all  
13 Agencies, CONSULTANTs, Special CONSULTANTs, and Departments of the  
14 COUNTY of Riverside, their respective directors, officers, Board of Supervisors,  
15 employees, elected or appointed officials, agents or representatives as Additional  
16 Insureds. The Policy's limit of liability shall not be less than **\$1,000,000** per occurrence  
17 combined single limit. If such insurance contains a general aggregate limit, it shall  
18 apply separately to this agreement or be no less than two (2) times the occurrence  
19 limit.

20 **20.3 Vehicle Liability**

21 If the CONSULTANT's vehicles or mobile equipment are used in the  
22 performance of the obligations under this Agreement, then the CONSULTANT shall  
23 maintain liability insurance for all owned, non-owned or hired vehicles so used in an  
24 amount not less than **\$1,000,000** per occurrence combined single limit. If such  
25 insurance contains a general aggregate limit, it shall apply separately to this agreement  
26 or be no less than two (2) times the occurrence limit. Policy shall name all Agencies,  
27 CONSULTANTs, Special CONSULTANTs, and Departments of the COUNTY of  
28 Riverside, their respective directors, officers, Board of Supervisors, employees, elected

1 or appointed officials, agents or representatives as Additional Insureds.

2 **20.4 Professional Liability Insurance**

3 The CONSULTANT shall maintain Professional Liability Insurance providing  
4 coverage for the CONSULTANT'S performance of work included within this  
5 Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and  
6 **\$2,000,000** annual aggregate. If the CONSULTANT's Professional Liability Insurance  
7 is written on a claims made basis rather than an occurrence basis, such insurance  
8 shall continue through the term of this Agreement and the CONSULTANT shall  
9 purchase at his sole expense either 1) an Extended Reporting Endorsement (also  
10 known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a  
11 retroactive date back to the date of, or prior to, the inception of this Agreement; or 3)  
12 demonstrate through Certificates of Insurance that the CONSULTANT has Maintained  
13 continuous coverage with the same or original insurer. Coverage provided under  
14 items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of  
15 this Agreement.

16 **20.5 General Insurance Provisions - All lines**

17 a) Any insurance carrier providing insurance coverage hereunder shall be  
18 admitted to the State of California and have an A M BEST rating of not less than A: VIII  
19 (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager.  
20 If the COUNTY's Risk Manager waives a requirement for a particular insurer such  
21 waiver is only valid for that specific insurer and only for one policy term.

22 b) The CONSULTANT's insurance carrier(s) must declare its insurance  
23 deductibles or self-insured retentions. If such deductibles or self-insured retentions  
24 exceed \$500,000 per occurrence such deductibles and/or retentions shall have the  
25 prior written consent of the COUNTY Risk Manager before the commencement of  
26 operations under this Agreement. Upon notification of deductibles or self-insured  
27 retention's unacceptable to the COUNTY, and at the election of the Country's Risk  
28 Manager, the CONSULTANT'S carriers shall either; 1) reduce or eliminate such

1 deductibles or self-insured retention's as respects this Agreement with the COUNTY,  
2 or 2) procure a bond which guarantees payment of losses and related investigations,  
3 claims administration, and defense costs and expenses.

4 c) The CONSULTANT shall cause the CONSULTANT'S insurance carrier(s)  
5 to furnish the County of Riverside with either 1) a properly executed original  
6 Certificate(s) of Insurance and certified original copies of Endorsements effecting  
7 coverage as required herein, or 2) if requested to do so orally or in writing by the  
8 COUNTY Risk Manager, provide original Certified copies of policies including all  
9 Endorsements and all attachments thereto, showing such insurance is in full force and  
10 effect. Further, said Certificate(s) and policies of insurance shall contain the covenant  
11 of the insurance carrier(s) that thirty (30) days written notice shall be given to the  
12 County of Riverside prior to any material modification, cancellation, expiration or  
13 reduction in coverage of such insurance. In the event of a material modification,  
14 cancellation, expiration, or reduction in coverage, this Agreement shall terminate  
15 forthwith, unless the County of Riverside receives, prior to such effective date, another  
16 properly executed original Certificate of Insurance and original copies of endorsements  
17 or certified original policies, including all endorsements and attachments thereto  
18 evidencing coverage's set forth herein and the insurance required herein is in full force  
19 and effect. The CONSULTANT ***shall not commence operations until the COUNTY***  
20 ***has been furnished original Certificate (s) of Insurance and certified original***  
21 ***copies of endorsements or policies of insurance including all endorsements and***  
22 ***any and all other attachments as required in this Section. An individual***  
23 ***authorized by the insurance carrier to do so on its behalf shall sign the original***  
24 ***endorsements for each policy and the Certificate of Insurance.***

25 d) It is understood and agreed to by the parties hereto and the insurance  
26 company(s), that the Certificate(s) of Insurance and policies shall so covenant and  
27 shall be construed as primary insurance, and the COUNTY'S insurance and/or  
28

1 deductibles and/or self-insured retention's or self-insured programs shall not be  
2 construed as contributory.

3 e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this  
4 Agreement or any extension thereof, there is a material change in the scope of  
5 services; or, there is a material change in the equipment to be used in the performance  
6 of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves  
7 the right to adjust the types of insurance required under this Agreement and the  
8 monetary limits of liability for the insurance coverage's currently required herein, if; in  
9 the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance  
10 carried by CONSULTANT has become inadequate.

11 f) The CONSULTANT shall pass down the insurance obligations contained  
12 herein to all tiers of subcontractors working under this Agreement.

13 g) The insurance requirements contained in this Agreement may be met  
14 with a program(s) of self-insurance acceptable to the COUNTY.

15 **21. General**

16 **21.1** The CONSULTANT shall not delegate or assign any interest in this  
17 Agreement, whether by operation of law or otherwise, without the prior written consent  
18 of COUNTY. Any assignment or purported assignment of this Agreement by  
19 CONSULTANT without the prior written consent of COUNTY will be deemed void and  
20 of no force or effect.

21 **21.2** Any waiver by the COUNTY of any breach of any one or more of the  
22 terms of this Agreement shall not be construed to be a waiver of any subsequent or  
23 other breach of the same or of any other term of this Agreement. Failure on the part of  
24 the COUNTY to require exact, full and complete compliance with any terms of this  
25 Agreement shall not be construed as in any manner changing the terms or preventing  
26 the COUNTY from enforcement of the terms of this Agreement.

27 **21.3** In the event the CONSULTANT receives payment under this Agreement  
28 which is later disallowed by the COUNTY for nonconformance with the terms of the

1 Agreement, the CONSULTANT shall promptly refund the disallowed amount to the  
2 COUNTY on request; or at its option the COUNTY may offset the amount disallowed  
3 from any payment due to the CONSULTANT.

4 **21.4** The CONSULTANT shall not provide partial delivery or shipment of  
5 services or products unless specifically stated in the Agreement.

6 **21.5** The CONSULTANT shall comply with all applicable Federal, State and  
7 local laws and regulations. The CONSULTANT will comply with all applicable COUNTY  
8 policies and procedures. In the event that there is a conflict between the various laws  
9 or regulations that may apply, the CONSULTANT shall comply with the more restrictive  
10 law or regulation.

11 **21.6** The CONSULTANT shall comply with all requirements of the  
12 Occupational Safety and Health Administration (OSHA) standards and CONSULTANT  
13 as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

14 **21.7** This Agreement shall be governed by the laws of the State of California.  
15 Any legal action related to the performance or interpretation of this Agreement shall be  
16 filed only in the Superior Court of the State of California located in Riverside, California,  
17 and the parties waive any provision of law providing for a change of venue to another  
18 location. In the event any provision in this Agreement is held by a court of competent  
19 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will  
20 nevertheless continue in full force without being impaired or invalidated in any way.

21 **21.8** This Agreement, including any attachments or exhibits, constitutes the  
22 entire Agreement of the parties with respect to its subject matter and supersedes all  
23 prior and contemporaneous representations, proposals, discussions and  
24 communications, whether oral or in writing. This Agreement may be changed or  
25 modified only by a written amendment signed by authorized representatives of both  
26 parties. No oral understanding or agreement not incorporated herein shall be binding  
27 on any of the parties hereto.

28

1           **21.9** If any project produces patentable items, patent rights, processes or  
2 inventions in the course of work under a Department of Labor (DOL) grant or  
3 agreement, the CONSULTANT shall report the fact promptly and fully to the COUNTY.  
4 The COUNTY shall report the fact to the Grant Officer at DOL. Unless there is a prior  
5 agreement between the COUNTY and the DOL or its representative on these matters,  
6 DOL shall determine whether to seek protection on the invention or discovery. DOL or  
7 its representative shall determine how the rights in the invention or discovery, including  
8 rights under any patent issued thereon, will be allocated and administered in order to  
9 protect the public interest consistent with the following Patent Policy found at 29 CFR  
10 95.36 and 29 CFR 97.34.

11           **21.10** Unless otherwise provided in terms of the Grant or the Agreement, when  
12 copyrighted material is developed in the course of or under this Agreement, the author  
13 and the COUNTY which developed the work are free to copyright material or to permit  
14 others to do so. The COUNTY and the Workforce Investment Board shall have a  
15 royalty-free, non-exclusive and irrevocable license to produce, publish, and use and to  
16 authorize other to use all copyrighted material.

17           **21.11** All original reports, preliminary findings, or data assembled or compiled  
18 by CONSULTANT under this Agreement become the property of the COUNTY. The  
19 COUNTY reserves the right to authorize others to use or reproduce such materials.  
20 Therefore, such materials may not be circulated in whole or in part, nor released to the  
21 public, without the direct authorization of the COUNTY.

22           **21.12** Any waiver by COUNTY of any breach of any one or more of the terms of  
23 this Agreement shall not be construed to be a waiver of any subsequent or other  
24 breach of the same or of any other term thereof. Failure on the part of the COUNTY to  
25 require exact, full and complete compliance with any terms of this Agreement shall not  
26 be construed as in any manner changing the terms hereof or stopping COUNTY from  
27 enforcement hereof.

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1           **21.13** Executive Order 12549, Debarment and Suspension, 34 CFR Part 85,  
2 Section 85.510 (Lower Tier). The CONSULTANT certifies that neither it nor its  
3 principals are presently debarred, suspended, proposed for debarment, declared  
4 ineligible, or voluntarily excluded from participation in this transaction by any Federal  
5 department or agency. Where the CONSULTANT is unable to certify to any of the  
6 statements in this certification, CONSULTANT shall attach an explanation to this  
7 Agreement.

8           **21.14** The CONSULTANT shall assure that funds provided by this Agreement  
9 must be used exclusively for activities that are authorized under WIOA. Co-mingling  
10 and/or diverting of funds to support the activities of other programs are not authorized.  
11 Documentation supporting expenditures will be kept on file at the CONSULTANT's  
12 office and made available at all times for audit and monitoring purposes for a period of  
13 no less than three (3) years after the County makes final payment and all pending  
14 matters are closed

15           **21.15** The CONSULTANT will comply with controls, recordkeeping and  
16 accounting procedure requirements of WIOA, federal and state regulations and  
17 directives to ensure the proper accounting for funds paid under this Agreement. At  
18 such times and in such form, the COUNTY may require statements, records, reports,  
19 data and information pertaining to this Agreement be maintained on file for purpose of  
20 an audit or examination. Retention of all records for three (3) years after the County  
21 makes final payment and all other pending matters are closed, is required.

22           **21.16** The CONSULTANT shall establish and implement appropriate internal  
23 management procedures to prevent fraud, abuse and criminal activity. Further, the  
24 CONSULTANT shall establish a reporting process to ensure that the COUNTY is  
25 notified immediately of any allegation of WIOA-related fraud, abuse or criminal activity  
26 or any suspected or proven fraud, abuse or criminal acts committed by staff or  
27 participants. If the allegation is of any emergency and/or fiscal nature, it shall be  
28 reported to the COUNTY's Administration Unit at (951) 955-3100, and immediately

1 thereafter, a written report shall be submitted. Proof of such report will be maintained  
2 in the CONSULTANT's file.

3 **21.17** Should the CONSULTANT fail to perform the services as outlined in  
4 Exhibit A, the COUNTY and the CONSULTANT will meet and confer to modify the  
5 Scope of Services and compensation arrangements.

6 **21.18** CONSULTANT represents and warrants that Consultant is registered to  
7 do business in the State of California with the California Secretary of State.

8 **21.19** All correspondence and notices required or contemplated by this  
9 Agreement shall be delivered to the respective parties at the addresses set forth below  
10 and are deemed submitted one (1) day after their deposit in the United States Mail,  
11 postage prepaid.

12	County of Riverside Economic Development	Contractor <b>[Insert Consultant</b>
13	Agency/Workforce Development Division	<b>business name;</b>
14	1325 Spruce Street, Suite 110	<b>Address; City/State/Zip</b>
15	Riverside, CA 92507	<b>Attention: Contact/Title]</b>
16	Attention: Heidi Marshall,	
17	Director of Workforce Development	

18 [Remainder of Page Intentionally Blank]

21 [Signatures on Following Page]



1 IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized  
2 representatives to execute this Agreement as of the dates set forth below.

3  
4 **COUNTY:**  
5 COUNTY OF RIVERSIDE, a political  
6 subdivision of the State of California, by  
7 and through its Economic Development  
8 Agency/Workforce Division

**CONSULTANT:**  
[Insert consultant business name and how  
organized]

9 By: \_\_\_\_\_  
Heidi Marshall, Director of Workforce  
Development

By: \_\_\_\_\_  
[Insert name and title]

10 Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

11  
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13  
14 APPROVED AS TO FORM:  
15 Gregory P. Priamos  
16 County Counsel

17 By:   
18 Jhaila R. Brown,  
19 Deputy County Counsel

**EXHIBIT A**

**SCOPE OF SERVICE**

**A. Purpose:**

During the term of the Service Agreement for Business Process Improvement Consultant entered into between [Insert name of consultant business name], (CONSULTANT) and the County of Riverside (County), CONSULTANT shall assist businesses selected by the County located throughout the County, by providing business process improvement services including, but not limited to, assistance with lay-off aversion, job-retention services, strategic and financial planning, quality assurance, energy efficiency, IT systems and human resource development as more specifically set forth in (i) County's Request for Proposal, Business Process Improvement Services, Program Year 2015-2016 (County RFP), and (ii) CONSULTANT's written response to the County RFP, submitted to the County on October 28, 2015, each respectively incorporated herein by this reference (Business Process Improvement Services). The aforementioned services are aligned with and support the Riverside County Workforce Development Board's (WDB) Strategic Plan.

**B. Business Types:**

The CONSULTANT shall offer Business Process Improvement Services focused in the WDB referenced demand driven industry clusters as listed below and other industries considered as needed:

1. Manufacturing-refers to a range of human activity, from handcraft to high tech, but is most commonly applied to industrial production, in which raw materials are transformed into finished goods on a large scale. Such finished goods may be used for manufacturing other more complex products.
2. Healthcare Occupations-refers to the treatment and management of illness and the preservation of health through services offered by the medical, dental, complementary and alternative medicine, pharmaceutical, clinical laboratory sciences (in vitro diagnostics), nursing, and allied health professions. Health care embraces all the goods and services designed to promote health, including preventive, curative and palliative interventions, whether directed to individuals or populations.
3. Logistics -refers to the management and movement of the flow of goods, information and other resources, including energy and people between the point of origin and the point of consumption in order to meet requirements of

1 consumers. Logistics involves the integration of information, transportation,  
2 inventory, warehousing, material-handling and packaging, and occasionally  
3 security.

4 4. Utilities and Renewable Energy. The Utilities sector comprises  
5 establishments engaged in the provision of the following utility services:  
6 electric power, natural gas, steam supply, water supply, and sewage  
7 removal. Within this sector, the specific activities associated with the utility  
8 services provided vary by utility: electric power includes generation,  
9 transmission, and distribution; natural gas includes distribution; steam supply  
10 includes provision and/or distribution; water supply includes treatment and  
11 distribution; and sewage removal includes collection, treatment, and disposal  
12 of waste through sewer systems and sewage treatment facilities. Renewable  
13 Energy industries can be classified as those establishments that  
14 commercialize renewable energy technologies. Any energy resource that is  
15 naturally regenerated over a short time scale and derived directly from the  
16 sun (such as thermal, photochemical and photoelectric), indirectly from the  
17 sun (such as wind, hydropower, and photosynthetic energy stored in  
18 biomass), or from other natural movements and mechanisms of the  
19 environment (such as geothermal and tidal energy). Industries in the Utilities  
20 subsector provide electric power, natural gas, steam supply, water supply,  
21 and sewage removal through a permanent infrastructure of lines, mains, and  
22 pipes. The Construction of Buildings subsector comprises establishments  
23 primarily responsible for the construction of residential and nonresidential  
24 buildings. The work performed may include new work, additions, alterations,  
25 or maintenance and repairs.

26 5. Construction-The construction sector comprises establishments primarily  
27 engaged in the construction of buildings or engineered projects (e.g.,  
28 highways and utility systems). Establishments primarily engaged in the  
preparation of sites for new construction and establishments primarily  
engaged in subdividing land for sale as building sites also are included in  
this sector. Construction work done may include new work, additions,  
alterations, or maintenance and repairs. Activities of these establishments  
generally are managed at a fixed place of business, but they usually perform  
construction activities at multiple project sites. Production responsibilities for  
establishments in this sector are usually specified in (1) contracts with the  
owners of construction projects (prime contracts) or (2) contracts with other  
construction establishments (subcontracts).

**C. Geographic Location:**

Services must be targeted to and provided to mutually agreed-upon  
businesses by the COUNTY and located in the County of Riverside.

1 **D. Regional Meetings:**

2 The CONSULTANT from time to time as requested by the County shall  
3 participate in industry cluster meetings in the region to learn about each cities'  
4 demographics or share best practices with regards to industry standards or  
upcoming demand occupations.

5 **E. Reports:**

6 The CONSULTANT shall provide to the County quarterly written reports to  
7 the COUNTY Business Services Manager or his/her assistant on progress  
made with each business.

8 At minimum, the report must include the following:

- 9
- 10 ▪ Type of business improvement service requested
  - 11 ▪ Business Analysis
  - 12 ▪ Business Evaluation
  - 13 ▪ Business assessment results
  - 14 ▪ Strategies being explored to assist the business regain economic growth or  
profitability
  - 15 ▪ Business improvement plan
  - 16 ▪ Projected time to turn business around or set them on the path to success
  - 17 ▪ Referrals made to other agencies for available business seminars
  - 18 ▪ Share best practices found in working with the business
  - 19 ▪ Any other information requested by the County
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**EXHIBIT B  
PAYMENT SCHEDULE**

<b>Proposed Scope of work</b>	<b>Number of Businesses</b>	<b>Fixed Rate Per Business</b>	<b>Payable dates</b>
Provide business process improvement services as set forth in the Service Agreement and Exhibit A to the Service Agreement		(completion shall be determined by the County)	
<b>TOTAL NOT TO EXCEED AMOUNT</b>	<b>\$XXX,XXX</b>		

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**EXHIBIT C**

**INVOICE FORM TO BE PROVIDED ON LETTERHEAD**

<b>CONSULTANT Name:</b>		
<b>Mailing/Remittance Address:</b>		
<b>Invoice Number:</b>		
<b><u>Payment Request for Services Rendered</u></b>		
<b>Date</b>	<b>Deliverable</b>	<b>Cost</b>
<b>Total for this Invoice:</b>		<b>\$</b>

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