

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

612



FROM: Economic Development Agency/Workforce Development Division

SUBMITTAL DATE:
May 5, 2016

SUBJECT: Allocation of Title I Workforce Innovation and Opportunity Act Youth Funds to California Family Life Center and Arbor E&T, LLC dba ResCare, for the Operation of the County of Riverside's Year Round Youth Programs for Program Years 2016/17, All Districts [\$5,400,000]; Title I Workforce Innovation and Opportunity Act Youth Funds;

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the allocation of Title I Workforce Innovation and Opportunity Act Youth Funds for Program Years (PY) 2016/17 in the not to exceed total amount of \$5,400,000 to Arbor E&T, LLC, D/B/A ResCare (Arbor), and California Family Life Center (CFLC), in the specific amounts set forth in Table A in the Background Section of this agenda item, to operate the existing six Youth Opportunity Centers (YOCs) within the County of Riverside (County) from July 1, 2016 through June 30, 2017, in connection with the County's Year Round Youth Programs; and

(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	\$ 0	\$ 5,400,000	\$ 5,400,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Title I Workforce Innovation and Opportunity Act (WIOA) Youth Funds				Budget Adjustment: No For Fiscal Year: 2016/17	

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Washington and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: May 17, 2016

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

xc: EDA **Prev. Agn. Ref.:** **District:** ALL **Agenda Number:**

3-17

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY:
Esteban Hernandez
Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
BY:
MARSHALL L. VICTOR
DATE: 4/28/16

A-30 Positions Added
 4/5 Vote Change Order

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

Economic Development Agency/Workforce Development Division

FORM 11: Allocation of Title I Workforce Innovation and Opportunity Act Youth Funds to California Family Life Center and Arbor E&T, LLC dba ResCare, for the Operation of the County of Riverside's Year Round Youth Programs for Program Years 2016/17, All Districts [\$5,400,000]; Title I Workforce Innovation and Opportunity Act Youth Funds;

DATE: May 5, 2016

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RECOMMEND MOTION: (Continued)

2. Authorize the Assistant County Executive Officer/EDA or designee to negotiate and execute all contracts with Arbor and CFLC in connection with the operation of the existing six YOCs within the County from July 1, 2016 through June 30, 2017, and any subsequent amendments, provided the respective contract amounts are not increased above the respective amounts set forth in Table A above, and further provided that all contracts and amendments are approved as to form by County Counsel.

BACKGROUND:

Summary

The Riverside County Economic Development Agency (EDA) and the Riverside County Workforce Development Board (WDB) established the Youth Opportunity Center (YOC) system in 2000 to provide "One-Stop" centers for youth to receive federally funded workforce services. EDA currently operates six YOC's throughout Riverside County located in: Hemet, Indio, Lake Elsinore, Moreno Valley, Perris, and the City of Jurupa Valley. The six centers are funded through Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014 which is administered by the Department of Labor (DOL).

The enactment of WIOA brought about substantial changes to youth workforce services. These changes include: 1) the targeting of out of school youth between the ages of 16-24 (75% of funding); 2) additional qualifying factors for in-school youth; 3) five new Youth Program elements; and 4) a greater emphasis on work experience (20% of funding). The Riverside County YOC system is a historically high performing youth system which already meets and exceeds these new WIOA requirements.

Pursuant to WIOA regulations, EDA competitively procures service providers to operate the six YOC's for a three year period contingent on funding and performance. A Request for Proposals (RFP) was released on November 23, 2015 and closed on December 30, 2015. EDA received four proposals in response to this solicitation including two proposals from existing providers.

An independent review panel comprised of seven non-profit and education professionals evaluated the proposals based upon the criteria outlined in the RFP. The final scoring and funding recommendations for each of the six YOCs is detailed in Table A. The two agencies selected for funding, ResCare and California Family Life Center, are experienced youth service providers who currently serve as YOC operators. Both agencies have met and exceeded previous contract requirements and both agencies have a strong track record of youth advocacy within the greater community.

(Continued)

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

Economic Development Agency/Workforce Development Division

FORM 11: Allocation of Title I Workforce Innovation and Opportunity Act Youth Funds to California Family Life Center and Arbor E&T, LLC dba ResCare, for the Operation of the County of Riverside's Year Round Youth Programs for Program Years 2016/17, All Districts [\$5,400,000]; Title I Workforce Innovation and Opportunity Act Youth Funds;

DATE: May 5, 2016

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BACKGROUND:**Summary** (Continued)**TABLE A**

Youth Opportunity Center (YOC) Location	Recommended Agency	2016/2017 Funding Recommendation	Required Enrollments
Rubidoux YOC	California Family Life Center	\$900,000	121
Hemet YOC (Empower State Building)	California Family Life Center	\$900,000	137
Lake Elsinore YOC (Planet Youth)	California Family Life Center	\$900,000	120
Moreno Valley YOC	Arbor E&T, LLC dba ResCare	\$900,000	115
Perris YOC (The Oasis)	Arbor E&T, LLC dba ResCare	\$900,000	115
Indio YOC (The Win Center)	Arbor E&T, LLC dba ResCare	\$900,000	115
TOTAL		\$5,400,000	714

The Executive Committee of the Workforce Development Board approved the funding recommendations set forth in Table A on February 17, 2016.

Staff recommends proceeding with contract awards for California Family Life Center and ResCare. Under the Department of Labor (DOL), this procurement is valid for a three year period commencing July 1, 2016 and ending June 30, 2019. Funding recommendations for subsequent program years will be evaluated annually based on funding availability and satisfactory performance

Impact on Residents and Businesses**SUPPLEMENTAL:**

This project addresses the education and employment needs of in-school youth between the ages of 16-21 and out-of-school youth between the ages of 16-24. The Youth Opportunity Centers provide assistance with education, work experience, job placement and career development services in a youth-centric environment. These services ensure that adolescents and young adults have the supports needed to realize their education and career goals.

Additional Fiscal Information

No county costs will be incurred and no budget adjustment is required at this time.

Contract History and Price Reasonableness

ResCare has a 9 year contractual relationship with the Economic Development Agency which includes operation of the County of Riverside's Year Round Youth Programs at the Perris, Moreno Valley, and Indio YOC's for Program Years 2007 through 2016 previously funded and operated under the Workforce Investment Act (WIA).

(Continued)

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

Economic Development Agency/Workforce Development Division

FORM 11: Allocation of Title I Workforce Innovation and Opportunity Act Youth Funds to California Family Life Center and Arbor E&T, LLC dba ResCare, for the Operation of the County of Riverside's Year Round Youth Programs for Program Years 2016/17, All Districts [\$5,400,000]; Title I Workforce Innovation and Opportunity Act Youth Funds;

DATE: May 5, 2016

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Contract History and Price Reasonableness

(Continued)

CFLC has a 16 year contractual relationship with the Economic Development Agency which includes the Operation of the County of Riverside's Year Round Youth Programs at the Hemet, Rubidoux and Lake Elsinore YOC's for Program Years 2000 through 2016 also previously operated and funded under WIA.

ResCare and CFLC were the lowest bidders in the competitive procurement process. The \$900,000 contract award is competitive and appropriate for the required scope of services. The State as funder has monitored and audited the prior contracts noted above and deemed the costs reasonable.

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
COST REIMBURSEMENT AGREEMENT
FOR PROGRAM YEAR 2016/2017
YEAR-ROUND YOUTH SERVICES**

BETWEEN

COUNTY OF RIVERSIDE

AND

TEMPLATE



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1 THIS WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) COST
2 REIMBURSEMENT AGREEMENT FOR PROGRAM YEAR 2016/2017 YEAR-ROUND
3 YOUTH SERVICES ("Agreement"), entered into on the ___ day of ___, 2016, is by and
4 between TEMPLATE, a California corporation ("Subrecipient"), and COUNTY OF
5 RIVERSIDE, a political subdivision of the State of California, by and through its Economic
6 Development Agency/Workforce Development Division ("County"). Subrecipient and the
7 County are sometimes individually referred to herein as a "Party" and, together, as the
8 "Parties."

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RECITALS:

Whereas, in July of 2014, the Congress of the United States enacted the Workforce
Innovation and Opportunity Act (P.L> 113-128; hereinafter WIOA);

Whereas, WIOA supersedes the Workforce Investment Act (WIA) of 1988;

Whereas, the purpose of WIOA is to improve job and career options for our nation's workers
and jobseekers through an integrated, job-driven public workforce system that links diverse
talent to businesses. It supports the development of strong, vibrant regional economies
where businesses thrive and people want to live and work, and, as a result, improve the
quality of the workforce, and enhance the productivity and competitiveness of the United
States;

Whereas, WIOA encourages greater collaboration among employers, high schools and
community colleges, and promotes innovative pay-for-performance models to ensure that
funds are being spent effectively and efficiently;

Whereas, the County receives funding from WIOA through a subgrant ("Subgrant") with the
State of California Employment Development Department authorizing and enabling it to
contract with public agencies, and private for-profit and non-profit organizations to provide
job training activities and related services which are in addition to those which would
otherwise be available in the area in the absence of such funds;

Whereas, Subrecipient is prepared to operate a year-round youth program designed to
accomplish the objectives of WIOA, and County is prepared to provide WIOA funds to
Subrecipient to enable it to operate its program; and

Whereas, the County and Subrecipient desire to enter into an agreement relating to the
provision of year round youth services as more specifically set forth below.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual
covenants and conditions hereinafter set forth, the Parties hereby do agree as follows:

A. Term of Agreement

The term of this Agreement shall commence on July 1, 2016, and end on June 30,
2017, unless terminated earlier ("Term") by either party. The Agreement shall expire
at midnight on the last day of the Agreement Term and cannot be renewed without a

1 modification to the existing Agreement or execution of a new agreement which shall
2 be in writing and signed by both Parties.

3 **B. Description of Services**

4 The Subrecipient shall operate a County of Riverside WIOA year-round youth
5 program in its facility located in Hemet, California as described in Section C. Service
6 of Notice in accordance with the provisions of Workforce Innovation and Opportunity
7 Act (WIOA). In addition, during the Term of this Agreement, including any
8 extensions thereto, Subrecipient shall perform the following services, (i) all services
9 set forth in the Scope of Work attached hereto as Exhibit 1 and incorporated herein
10 by this reference, (ii) all services set forth in the Riverside County Workforce
11 Investment Act Year Round Youth Programs Youth Opportunity Centers (YOC)
12 Request for Proposals July 1, 2016-June 30, 2019 ("RFP") incorporated herein by
13 this reference, and (iii) all services set forth in Subrecipients response to the RFP.

14 **C. Service of Notice**

15 Formal notices, correspondence and communications to be given hereunder by
16 either party shall be made in writing and shall be deemed communicated three (3)
17 days after the date of postmark. The representatives of the respective parties are
18 authorized to administer this Agreement and are the persons to whom formal
19 notices, correspondence and communications shall be given.

20 If to County:
21 Riverside County Economic Development Agency (EDA)
22 1325 Spruce St., #110
23 Riverside, California 92507
24 Attention: Heidi Marshall, Director of Workforce Development
25 (951) 955-3100 Phone; and (951) 955-3131 Fax

26 If to Subrecipient:
27 TEMPLATE
28 XXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

If the name of the person designated to receive the notices, correspondence or
communications or the address of such person changes, written notice shall be given
within five (5) working days of said change.

D. Reserved

E. Parties to the Agreement and Administration

The parties to this Agreement are the County of Riverside (County), by and through
its Economic Development Agency (EDA/Workforce Development Division, and

1 amendment to this Agreement. County has agreed to reimburse Subrecipient
2 for all costs associated with direct support of this Agreement, based on a cost
3 reimbursement basis as described in the Program Budget attached hereto as
4 Exhibit 3 and incorporated herein by this reference. If Subrecipient has any
5 unexpended funds, these amounts will revert to the County at time of
6 program close out.

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2. Cost Allocation Plan

Subrecipient shall ensure all funding sources for the youth program which is the subject of this Agreement are allocated and charged pursuant to the County approved Cost Allocation Plan attached hereto as Exhibit 5 and incorporated herein by this reference. The Cost Allocation Plan is a method to ensure funding sources are charged appropriately and, costs benefitting more than one cost object are equitably distributed across activities.

3. Work Innovation and Opportunity Act (WIOA) Fund Restrictions

The Subrecipient understands that funds provided by this Agreement shall be used exclusively for WIOA activities and co-mingling and/or diverting of funds to support other non-WIOA activities or programs are expressly prohibited.

4. Availability of Funds

Funding of this Agreement is subject to continuing availability of WIOA funds provided to the County by the California Employment Development Department (EDD), Workforce Services Unit. The County will inform the Subrecipient, immediately upon notice from EDD of any limitation of WIOA funds or its availability.

5. Withholding of Funds

(a) Payments under this Agreement may be withheld, suspended or terminated if WIOA funds from EDD to the County are suspended or terminated. In the event of such suspension or termination of funding, any amount which is properly earned or expended by the Subrecipient as a result of the performance or expenditures under, and in accordance with, this Agreement said amounts shall be paid to the Subrecipient in accordance with the provisions of the Agreement. In the event of termination of the Agreement, no payment may be made for any expenditure after the date of termination.

(b) The County has the authority to withhold funds under this Agreement in its sole discretion, should there be disallowed costs or the Subrecipient has not performed in accordance the terms of this Agreement and has outstanding debts under other Agreements.

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6. Invoicing and Documentation

The Subrecipient shall invoice the County on or before the tenth (10th) calendar day of each month, for all Agreement costs incurred during the previous month. If the tenth (10th) day of the month falls on a Friday or a weekend, then the invoice is due the Thursday prior to the tenth (10th) day of such month. In the event the Subrecipient receives payment under this Agreement which is later disallowed by the County for nonconformance with the terms of this Agreement, Subrecipient shall promptly refund the disallowed amount to the County on request, or at its option the County may offset the amount disallowed from any payment due to the Subrecipient. Subrecipient shall attach required documentation, as stipulated by the County. Payment shall be made within 45 days from the date of receipt by the County. The Subrecipient may only seek reimbursement for costs that are directly related to the performance of services related to this Agreement. Subrecipient shall maintain back-up documentation for claimed expenditures and shall make such documentation available to County and/or the EDD Program Compliance Officer. All invoices shall be submitted to the following address for processing:

Riverside County Economic Development Agency
Workforce Development Division/Fiscal
1325 Spruce Street, Riverside, CA 92507

6. Reimbursement for Mileage and Traveling Expenses

The Subrecipient may only seek reimbursement for mileage and traveling expenses that are directly related to the performance of services related to this Agreement. Reimbursement for mileage travel expense claims will be made according to 2 CFR, Part 200, Subpart E, §200.474 Travel costs; "Costs incurred by employees and officers for travel, including cost of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the non-Federal entity in its regular operations as a result of the non-Federal entity's written travel policy". In no instance shall the Subrecipient be reimbursed at a rate which is higher than the standard set by the County of Riverside, California, Board of Supervisors, or its successor, in Policy Number D-1. No travel outside the State of California shall be reimbursed unless prior written approval was obtained from the County in its sole discretion. Should the Subrecipient use their company travel policy it must conform to one of the above referenced policies, whichever is more restrictive.

8. Program Income and Interest Income

The Subrecipient shall use the method(s) described at 2 CFR, Part 200, Subpart D, §200.307 Program income, to track all program or interest income

1 generated under this Agreement. If authorized by Federal regulations or the
2 Federal award, costs incidental to the generation of program income may be
3 deducted from gross income to determine program income, provided these
4 costs have not been charged to the Federal award. Program income must be
used for current costs. Subrecipient shall maintain records sufficient to
determine the amount of program income received and the purpose for which
such income is expended.

5 Federal regulations require the Subrecipient remit to the County any interest
6 earned on advanced funds. The County requires that these amounts be
7 remitted monthly in order to comply with Federal requirements. Subrecipient
8 must have adequate cash management policies and systems that will insure
proper accounting of such interest income as required in this Agreement

9 **9. Questioned and Disallowed Costs**

10 The County will review questioned costs during processing of an Invoice or
11 during a program compliance review or during an audit. When the review
12 determines that the Subrecipient has utilized or received or earned funds
13 which are questioned under the criteria set forth in this Agreement, the
14 Subrecipient shall be notified in writing and be provided 30 days to provide
15 the documentation necessary to justify the questioned costs prior to the
County's final determination of disallowed costs. The resolution shall be
executed in accordance with Riverside County Economic Development
Agency Audit Resolution Policy number 10-04. Policy information may be
obtained from Section O, Paragraph 28.

16 **10. Debt Collection**

17 Where liability for debt collection is determined by the County to be at the
18 Subrecipient's level, the Subrecipient will be responsible for the debt. When
19 a debt is established as a result of an audit, a monitoring finding, an
20 investigation or other means, appropriate action will be taken by the County
21 to collect the debt from the Subrecipient, pursuant to the EDA Debt Collection
Procedures, Policy Number 10-02. Such repayment will be from funds (non-
federal), other than those received under WIOA. Policy information may be
obtained from Section O, Paragraph 34.

22 **11. Budget Amendment**

23 Expenditures in excess of 20 percent of each budget section total will require
24 a written amendment to this Agreement and the Budget (Exhibit 3) and shall
25 be subject to the County's prior written approval. To request an amendment
26 Subrecipient shall submit to the County a written request explaining the
27 requested modifications along with a revised budget which indicates the
28 amount of the adjustment, and to what budget line item(s) the amount should
be taken from and allocated to. The County may approve or deny the

1 modification request, in its sole discretion ,based on how the budget
2 modification will impact the program section changes. Subrecipient shall
3 have the right to request no more than three (3) budget amendments per
4 program year, provided the third and final request is submitted to the County
5 no later than May 30, 2017. Any amendments submitted after the
6 aforementioned date shall not be accepted or processed by the County.

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12. Deobligation/Reobligation

Funding of this Agreement and therefore deobligation is contingent on the continuing availability of federal or state funds, or continued federal or state's authorization for program activities.

Depending upon the results of any program compliance review or audit finding, the funds originally obligated to the Subrecipient through this Agreement may be subject to deobligation of all or part of the funds in the sole discretion of the County for the following circumstances:

- (a) where it is clear that the Subrecipient may not expend all of the original allocation; or
- (b) Subrecipient is significantly out of compliance with enrollment or expenditure plans; or
- (c) Subrecipient fails to be meet the Continuous Quality Assurance (CQA) certification established by the County (CQA is a process to ensure programs are systematically and intentionally improving services and increasing positive outcomes for the youth they serve. CQA is a cyclical, data-driven process; it is proactive, not reactive) ; or
- (d) When a review indicates that payment earned within the term of this Agreement can exceed (or exceeded) the amount originally allocated a reobligation of funds may be determined.

The following processes will be followed; whenever, deobligation or reobligation is found to be necessary:

- (a) At any time that the County determines that deobligation or reobligation is necessary, a written notice to the Subrecipient will be issued outlining the reasons and timeline for the deobligation or reobligation. The notice will provide a response period for the Subrecipient during which the Subrecipient shall respond; and
- (b) At a time determined by the County, but after the Subrecipient has provided a response, a final notice of intent to deobligate or reobligate will be provided to the Subrecipient. Such notice will be formalized by either modification or termination of this Agreement in

accordance with the provisions outlined herein. In the sole discretion of the County.

13. Final Invoice

Within 45 calendar days following the termination of this Agreement, the Subrecipient shall report and submit to the County all final claims for funds under this Agreement. In the event the Subrecipient does not submit a final claim within the prescribed time limits, the County reserves the right to unilaterally prepare and finalize the financial report, using the latest paid invoices and MIS documents on file at the County. The Subrecipient shall return all unearned and excess payments paid to the Subrecipient to the County within 30 calendar days following the receipt of the formal written request.

14. Agreement Closeout

The Subrecipient will submit a closeout package within 45 days at the expiration of the Agreement term whether or not any line item within the Agreement is fully spent and that term has ended. Closeout documents will be provided by the County and are to be completed and mailed to:

Riverside County Economic Development Agency/
Workforce Development Division/Youth Programs
1325 Spruce St., #110, Riverside, CA 92507

15. Reporting Requirements

The Subrecipient shall compile and submit reports of activities, expenditures, status of cash and closeout information on or before the dates specified by the County. All expenditure reports shall be submitted upon the accrual basis of accounting. Subrecipient's Failure to adhere to the reporting requirements of this Agreement shall result in funds not being released or deobligated.

16. General and Fiscal Reporting

The Subrecipient will comply with controls, record keeping and accounting procedure requirements of WIOA, federal and state regulations and directives to ensure the proper disbursement of, and accounting for, program funds paid under this Agreement. At such times and in such form as the County may require, there shall be statements, records, reports, data and information pertaining to this Agreement submitted to County. Reports submitted by Subrecipient shall be in accordance with any regulatory reporting requirements. The Subrecipient shall notify the County in writing of any changes relating to fiscal related matters.

17. Auditing

The Subrecipient that expends \$750,000 or more during a fiscal year in federal awards must have a single or program-specific Audit conducted for that year in accordance with the Uniform Administrative Requirements of December 26, 2013. The Subrecipient shall submit a copy of the Audit to the County no later than 5 days after such Audit is available for review. In the event there are audit findings, that may appear related to the current Agreement, the County will exercise its authority to request a corrective action plan to prevent issues and/or correct any deficiencies in County's discretion.

I. Procurement of Goods & Services; Vendor Service Contracts

1. Should the Subrecipient require the services of a Vendor (defined below) to carry out the responsibilities outlined in this Agreement, the Subrecipient shall comply with all procurement requirements of the WIOA and the County. The intent of the federal government is to provide consistent procurement policies that ensure free and open competition and will secure the best possible price. For purposes of this Section I., the term Vendor as used herein shall mean an entity providing goods or services to a Subrecipient where Subrecipient has procured, selected and hired such vendor pursuant to the WIOA and County procurement procedures. County procurement procedures can be found at the following website: <http://www.rivcoworkforce.com/ProgramResources/Policies.aspx>.
2. Except as otherwise provided by County in writing, the Subrecipient under this Agreement, shall document all Vendor services with a Vendor Service Contract (VSC) substantially conforming in form and substance to Exhibit 6 attached hereto and incorporated herein by this reference. In the event, a service is provided free of charge or in-kind to Subrecipient, the VSC may be used to demonstrate service being leveraged. Subrecipient shall deliver to County copies of all executed Vendor Service Contracts (VSC) no less than ten (10) calendar days after execution of each such VSC. If any modifications or updates are made to the VSC, the Subrecipient shall submit copies of the modified updated versions to the County within five (5) calendar days following execution of such modified VSC. No payments shall be made by Subrecipient to a Vendor without an executed VSC
3. The purchase, rent, licensing, maintenance fee, or subscription of information-technology applications/software/services with a per-unit single or cumulative cost totaling \$5,000 or more within a twelve-month period, requires the prior written approval to continue with such purchase. The Subrecipient may not proceed with the incurring any such costs until the County receives written approval from the State and The County I informs the Subrecipient in writing of the State's decision. In the event, the Subrecipient expends funds on fixed assets, equipment and/or property totaling over

1 \$5,000 per unit cost, it shall be considered a disallowed cost and the
2 Subrecipient shall be solely liable for the total cost of such purchase.

3 **J. Inventory and Disposal of Equipment**

4 1. Subrecipients shall maintain accurate inventory records of all equipment
5 purchased in connection with this Agreement. All equipment should have a
6 unique identification mark to be used for inventory purposes. A physical
7 property inventory must be taken and reconciled with the property records at
8 least once a year. The County will provide a property tracking log to the
9 Subrecipient with the following categories:

- 10 • A description of the equipment.
- 11 • Manufacturer's serial number, model number, Federal Stock number,
12 national stock number, or other identification number.
- 13 • Source of the equipment, including the award number.
- 14 • Whether title vests in the recipient or the federal government.
- 15 • Acquisition date (or date received, if the equipment was furnished by
16 the federal government).
- 17 • Per unit cost at acquisition.
- 18 • Records showing maintenance procedures to keep the equipment in
19 good operating order.
- 20 • Location and condition of the equipment and the date the information
21 was reported.
- 22 • Disposition date, sale price, loss, theft, etc.

23 2. Disposition of Equipment

24 (a) For equipment with a residual fair market value of \$5,000 or more,
25 Subrecipient as a recipient of WIOA funds shall take the following
26 steps:

- 27 • The Subrecipient may keep and use the equipment in the
28 program or project for which acquired as long as needed,
whether or not the project or program continues to be
supported by federal funds.
- If the equipment is no longer needed by the original
program/project, the County shall use the equipment in
connection with other federally sponsored activities. Priority
should be given to programs funded by the Department of
Labor-Employment Training Administration.
- If the equipment is no longer needed by the program/project or
used in connection with other federally sponsored activities,
the Subrecipient will return equipment back to the County.

- If the Subrecipient finds that the equipment is old, broke, or out of date, the Subrecipient must request, in writing, disposition instructions from the County.

(b) Calculation of "Fair Market" Value

The selling price of an item that is sold through auction, advertisement, or a dealer is the fair market value of the item regardless of any prior estimates. An item that is not sold but retained by the entity has a fair market value based on similar items that are offered for sale, using the selling price if known. Methods for determining fair market value include, but are not limited to, the following:

- Auctions
- Classified advertisements for similar used items
- Dealers
- Licensed appraisers

(c) Property Records Retention

All property records must be maintained from date of acquisition, through final disposition. Subrecipients must also retain those records for a period of seven (7) years from the date of their last expenditure report submitted to the Central Office Workforce Services Division. If any litigation, claim, or audit is started before the expiration of the seven-year period, all records must be retained until all findings have been resolved and final action taken.

K. Maintenance of Records and Participant Files; Access to Records and Files

1. Subrecipient shall maintain WIOA eligibility documentation and Participant records as prescribed by the County shall be maintained by the Subrecipient and shall be uploaded to the County's Virtual One Stop System Database on a daily basis.
2. Files for each participant with respect to all matters covered by this Agreement shall be maintained for a period of seven (7) years after termination of this Agreement and until any other pending matters are completed.

The County, State of California, U.S. Department of Labor, and any other governmental agency with jurisdiction over this Agreement shall have the right to access, examine, monitor and audit all books, records, documents, conditions and activities arising out of or related to this Agreement, including, but not limited to the youth program funded under this Agreement, without

1 prior notice. Subrecipient shall provide to County reports and information
2 related to this Agreement as may be requested by County.

3 **3. Confidentiality Requirement**

4 The Subrecipient and the County will exchange various kind of information
5 pursuant to this Agreement. The information will include data, applications,
6 program files and databases. These data and information are confidential
7 when they define an individual or an employing unit. Confidential information
8 requires special precautions, to protect it from unauthorized use, access,
9 disclosure, modification and destruction. All information that is exchanged
10 between the two parties to this Agreement will be strictly confidential and
11 such information will be available to their own employees only on a "need-to-
12 know" basis. There shall be sufficient security to ensure protection of
13 confidential information from improper use and disclosures, including
14 sufficient administrative, physical and technical safeguards to protect this
15 information from reasonable unanticipated threats to the security or
16 confidentiality of the information. In the event of a breach of information the
17 Subrecipient shall immediately notify the County within 24 hours. Information
18 security incidents include, but are not limited to an any event (intentional or
19 unintentional) that causes the loss, damage and or destruction of
20 unauthorized access, use, modification or disclosure of information assets,
21 including, but not limited to social security numbers. If the County learns of a
22 breach in security of the Subrecipients' system either electronically or via
23 hard copy, then the Subrecipeint shall notify the participant or individuals
24 affected pursuant to California Civil Code Section 1798.82. The Subrecipient
25 shall take reasonable measures to safeguard protected personally identifiable
26 information and other information the County deems sensitive consistent with
27 applicable Federal, state and local laws regarding privacy and obligations of
28 confidentiality.

18 The Subrecipient shall not use for personal gain or make other improper use
19 of privileged or confidential information which is acquired in connection with
20 this Agreement. The term "privileged or confidential information" includes but
21 is not limited to: unpublished or sensitive technological or scientific
22 information; medical, personnel, or security records; anticipated material
23 requirements or pricing/purchasing actions; County information or data which
24 is not subject to public disclosure; County operational procedures; and
25 knowledge of selection of contractors, subcontractors or suppliers in advance
26 of official announcement.

24 The Subrecipient shall protect from unauthorized disclosure names and other
25 identifying information concerning persons receiving services pursuant to this
26 Agreement, except for general statistical information not identifying any
27 person. The Subrecipient shall not use such information for any purpose
28 other than carrying out the Subrecipient's obligations under this Agreement.
The Subrecipient shall promptly transmit to the County all third party requests
for disclosure of such information. The Subrecipient shall not disclose, except

1 as otherwise specifically permitted by this Agreement or authorized in
2 advance in writing by the County, any such information to anyone other than
3 the County. For purposes of this paragraph, identity shall include, but not be
4 limited to, name, identifying number, social security number, symbol, or other
5 identifying particular assigned to the individual, such as finger or voice print or
6 a photograph.

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L. Program Compliance

To ensure program compliance with the provisions of WIOA Sections 116, including the regulations under Sections 183 and 184, there will be at least one technical assistance visit and one program and fiscal monitoring conducted by the County on an annual basis. Program compliance ensures that the Subrecipient is in compliance with laws and regulations governing the use of WIOA funds. Fiscal program compliance will analyze, evaluate, and determine program compliance with government financial systems, expenditure rate and cost guidelines.

During the program compliance review the Subrecipient shall cooperate with the County to permit County to determine Subrecipient's conformity with the terms of this Agreement and with WIOA regulations. If any services performed or products provided by Subrecipient are not in conformance with the terms of this Agreement, the County shall have the right to require Subrecipient to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the County. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected, the County shall have the right in its sole discretion, to:

- (a) Require Subrecipient immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or
- (b) Reduce the Agreement price to reflect the reduced value of the services performed or products provided; and/or
- (c) The County will terminate this Agreement for default and charge to the Subrecipient any costs incurred by the County because of Subrecipient's failure to perform. In the event the Subrecipient does not comply with the program compliance review and is non-responsive then action will be taken to terminate the Agreement pursuant to Section M.

Additionally, the Subrecipient shall monitor, or assist in such process to ensure that all training sites have a safe working environment. Where applicable for training sites, the worksite review form provided by the County must be completed by the Subrecipient and retained in each Participant's file. All training sites shall be reviewed at least once during the Participant's enrollment period, but may be reviewed more frequently if necessary as determined by the County in its sole discretion. All training site supervisors shall receive an orientation that covers all program requirements and responsibilities.

1 To insure the effective use of WIOA funds, the Subrecipient's enrollment and/or
2 expenditures shall be reviewed monthly by the County to determine if goals are
3 being met and whether budgeted funds will be fully earned within the term of this
4 Agreement. Should enrollments or expenditures fall below plan, County will send to
5 Subrecipient a notice stating any such deficiency before the end of the month in
6 which such deficiencies are noted. Failure to send such notice by County before the
7 end of the subject month shall not constitute a waiver of such deficiency by County.

8 The Subrecipient's Enrollment Plan is attached hereto as Exhibit 2 and incorporated
9 herein by this reference; and the Performance Measurements are included as part of
10 EXHIBIT 1 of this Agreement. Subrecipient is responsible for continually monitoring
11 Program Enrollments, as well as their Program Performance. The County shall also
12 have the right to review Program Enrollments and Program Performance to ensure
13 compliance with the terms of this Agreement.

14 As part of the Subrecipient's duties in connection with the performance of this
15 Agreement, the Subrecipient shall monitor WIOA program activities of its Vendors
16 where Financial VSCs are established. The Subrecipient shall establish a process
17 and develop a checklist of areas reviewed during the monitoring of services. If the
18 vendor is found not to be noncompliant in the delivery of service, then the
19 Subrecipient may elect to terminate the VSC or provide a period of correction to the
20 Vendor. A written record of action taken must be kept on file and delivered to the
21 County at the time of program compliance review.

22 The County, State of California, and the U.S. Department of Labor/Inspector General
23 shall have the right to access, examine, monitor and to audit all records, documents,
24 conditions and activities of Subrecipient, its affiliates or any vendors related to
25 programs funded by this Agreement, without prior notice.

26 The Subrecipient shall (i) maintain and make available to the auditors/monitors,
27 adequate records and documents, (ii) cooperate with all auditors/monitors, and (iii)
28 comply with federal, state and local laws and regulations as they related to the
utilization of funds or operation of the WIOA program.

Pursuant to the Subgrant, the County will be notified by the federal or state agency
conducting the audit or monitoring of any fraud, misuse of funds, abuse or other
criminal activity in relation to this Agreement, the Act or regulations. Any audits with
findings will require the County to submit documentation on how such findings will be
resolved.

Subrecipient acknowledges and agrees that the County does not authorize any
contracts or subcontracts with persons, entities, businesses or organizations that are
not in good standing with the County and federal and/or state laws.

M. TERMINATION AND OTHER REMEDIES

1. Failure to Perform

1 The Subrecipient assumes full responsibility for performance of this
2 Agreement and VSC's executed pursuant to or funded by this Agreement,
3 and in addition to the indemnity and hold harmless set forth in section O.13
4 below, hereby acknowledges and agrees to indemnify the County for failure,
5 non-performance or default of any of its subcontractors. Further, the
6 Subrecipient assumes full liability and acknowledges and agrees to reimburse
7 the County in full for the Subrecipient's or any of the Vendors non-compliance
8 with any term, prohibition or condition of the regulations governing this
9 Agreement. The Subrecipient also agrees the County or its designated agent
10 has full recourse to the Subrecipient for the failure to perform all or any part of
11 this Agreement.

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2. Termination for Cause with Cure Period

In the event of a breach of this Agreement, by either party, the other party may terminate this Agreement by giving the breaching party at least 30 days prior written notice setting forth the actions necessary to cure the breach. Termination for a material breach shall be effective on the date specified in the notice, except that if the breaching party cures the breach to the reasonable satisfaction of the other party during the 30-day notice period, this Agreement shall not terminate. The notice period may be extended in writing at the discretion of the non-breaching party.

The County may unilaterally suspend and/or terminate this Agreement upon written notice at such time and to such extent as funds are suspended or not made available to the County by the Department of Labor or the State. In the event of such suspension or termination, the Subrecipient will be paid, up to the date of suspension or termination, for any amount which is properly earned/expended by the Subrecipient as a result of the performance or expenditures under, and in accordance, with this Agreement.

Notwithstanding the procedures governing the termination of this Agreement for cause with cure period outlined above, failure, on the part of the Subrecipient, to comply with the provisions of the Agreement or with the Act or regulations when such failure involves fraud or misappropriation of funds, may result in the immediate termination and withholding of funds by the County. This Section does not apply to termination due to failure of Subrecipient to attain Quality Assurance Certification.

3. Termination without Cause

The parties hereby agree that at any time during the term of this Agreement, either party may terminate this Agreement, upon giving the other party at least 30 calendar days written notice prior to the effective date of such termination.

1 4. Obligations upon Termination

- 2 (a) All property purchased, documents, data, studies, reports and records
3 prepared by the Subrecipient under this Agreement, and any property
4 transferred from previous programs, shall be disposed of according to
5 the County direction.
- 6 (b) Upon completion of documentation on termination of this Agreement,
7 the County shall determine the total amount of funds earned by the
8 Subrecipient in the satisfactory performance of this Agreement.
- 9 (c) In the event the Subrecipient ceases to do business, copies of all
10 records relating to the project(s) or activities that are the subject of
11 this Agreement shall be furnished to the County at the Subrecipient's
12 expense.
- 13 (d) At the expiration of the term of this Agreement, or upon termination
14 prior to the expiration of the Agreement, any funds paid to
15 Subrecipient but not used for the purposes of this Agreement shall
16 revert to the County. Within 30 days following expiration or
17 termination, Subrecipient is obligated to provide an accounting for the
18 period of time that Subrecipient was providing services up to and
19 including expiration date. County shall calculate funds due and
20 submit a request to Subrecipient for repayment. The Repayment
21 period will be 30 days from County's written request.

22 5. Other Remedies Reserved by the County

- 23 (a) Notice to Correct Performance and Notice of Probation
- 24 (1) The County may place the Subrecipient on probation with
25 notice to correct for failure to fully comply with the terms and
26 conditions of this Agreement by giving written notice, which
27 shall be effective upon receipt.
- 28 (2) Said notice shall set forth the period of probation, the reason
for the notice and the specific conditions of non-compliance.
- (3) Within ten working days, the Subrecipient shall reply in writing,
setting forth a corrective action plan that describes actions that
will be undertaken in resolving the reasons for probation. Such
plans are subject to County approval. Progress reports will
be submitted to the County every 30 calendar days thereafter
until the reasons for probation are resolved.

1 (b) Suspension

- 2 (1) The County may determine that suspension of all or part of the
3 project operations of Subrecipient for failure to fully comply
4 with the terms and conditions of this Agreement may be
5 warranted. By giving written notification of suspension and a
6 notice to correct, Subrecipient agrees to abide by the terms of
7 the notice and respond as directed. Said notice shall be
8 effective upon receipt.
- 9 (2) Said notice shall set forth the specific conditions of non-
10 compliance, the period provided for corrective actions and any
11 other requirements of performance to remedy deficiencies.
- 12 (3) Within ten working days, the Subrecipient shall reply in writing,
13 setting forth the corrective actions that will be undertaken in
14 resolving the reasons for suspension. Corrective actions are
15 subject to County approval. Progress reports will be submitted
16 to County every 30 calendar days thereafter until the reasons
17 for suspension are resolved.

18 (c) Rights and Remedies are Cumulative

19 Except with respect to rights and remedies expressly declared to be
20 exclusive in this Agreement, the rights and remedies of the parties are
21 cumulative, and the exercise by either party of one or more of such
22 rights or remedies shall not preclude the exercise by it, at the same
23 or different times, of any other rights or remedies for the same default
24 or any other default by the other party.

25 (d) Request for Waivers and Waiver of Breach

26 Waivers of any provisions of this Agreement must be in writing and
27 signed by the appropriate authorities of the County. No Waiver by the
28 County or breach of any provision of these terms and conditions shall
be deemed, of r any purposed, to be a waiver or a breach of any other
provision hereof, or of a continuing and subsequent waiver or breach
of the same provision. Failure on the part of the County to require
exact, full and complete compliance with any terms of this Agreement
shall not be construed as in any manner changing the terms or
preventing the County from enforcement of the terms in of this
Agreement.

1 **N. DISPUTE RESOLUTION**

2 1. Controversies or disputes between Subrecipient and County shall be
3 resolved, to the extent possible, by informal meetings or discussions between
4 appropriate representatives of the parties.

5 2. Mediation

6 Subrecipient and County agree that in the event of any controversy or dispute
7 between County and Subrecipient arising out of this Agreement, regardless of
8 the nature of the claim or dispute, whether in tort, contract, or otherwise,
9 which are not adequately addressed by the County's informal and formal
10 dispute resolution process, if applicable, shall be submitted to mediation. The
11 parties shall jointly select a mediator acceptable to the Subrecipient and
12 County. The mediation shall take place in Riverside County.

13 Note: This section does not apply to any controversy or dispute between the
14 County and the Subrecipient arising out of the Subrecipient's failure to
15 obtain Quality Assurance Certification.

16 3. Dispute Resolution Costs

17 Each party shall be responsible for its own costs and legal fees associated
18 with any dispute resolution procedure, including but not limited to informal,
19 formal, mediation and litigation. The use of WIOA funds for legal proceedings
20 of any nature is strictly prohibited. Such prohibited uses include but are not
21 limited to legal fees and costs of mediation, arbitration, informal or formal
22 dispute resolution.

23 **O. GENERAL PROVISIONS**

24 1. Acceptance of Service of Process

25 In the event, any legal action is commenced by the Subrecipient against the
26 County, service of process on the County shall be made by personal service
27 upon the Riverside County Clerk of the Board, or in such other manner as
28 may be provided by law.

In the event, any legal action commenced by the County against the
Subrecipient (or upon an officer of Subrecipeint) service of process on the
Subrecipient shall be made by personal service on Subrecipient and shall be
valid whether made within or outside the State of California, or in such
manner as may be provided by law.

1 2. Authority to Sign

2 Subrecipient hereby represents and warrants that the person(s) executing
3 this Agreement on behalf of Subrecipient have full authority to do so and to
4 bind Subrecipient to perform pursuant to the terms and conditions of this
5 Agreement.

6 3. Amendment to Agreement

7 This Agreement is subject to amendment, as necessary, in accordance with
8 requirements contained in any future federal or state legislation, regulations,
9 or policy. Either party may request an amendment or modification to this
10 Agreement. The Subrecipient assumes control and responsibility for all fiscal,
11 financial and programmatic matters. Amendments shall be in writing and
12 properly executed by both parties. The County shall have the right to reject
13 Agreement modifications if such request represents expenses or obligations
14 incurred prior to the Subrecipient receiving written approval and/or County
15 approved funding.

16 Subrecipient and County acknowledge and agree that due to the continually
17 developing nature of the newly enacted WIOA, there may be statutory,
18 regulatory and policy amendments that impact the administration of this
19 Agreement. As such, Subrecipient shall comply with any and all new,
20 amended, or revised laws, regulations and/or procedures that apply to the
21 performance of this Agreement and such laws, regulations and procedures
22 shall be automatically incorporated herein. In addition, Subrecipient shall
23 also execute any such amendments to this Agreement necessary to
24 incorporate such changes as requested by County in its sole discretion.

25 4. Approvals

26 Except as otherwise expressly provided in this Agreement, approvals
27 required of County or Subrecipient in this Agreement, including the
28 attachments hereto, shall not be unreasonably withheld or delayed. All
29 approvals shall be in writing. Failure by either party to approve a matter within
30 the time provided for approval of the matter shall not be deemed a
31 disapproval and failure by either party to disapprove a matter within the time
32 provided for approval of the matter shall not be deemed an approval.

33 Except as otherwise expressly provided in this Agreement, approvals
34 required of the County shall be deemed granted by the written approval of the
35 Assistant CEO/EDA, or designee. County agrees to provide notice to
36 Subrecipient of the name of the Assistant CEO/EDA's designee on a timely
37 basis, and to provide updates from time to time. Notwithstanding the
38 foregoing, the Assistant CEO/EDA may, in his or her sole discretion, refer to
39 the governing body of the County any item requiring County approval;

1 otherwise, "County approval" means and refers to approval by the Assistant
2 CEO/EDA or their designee.

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5. Binding Effect

This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

6. Business Interruption

In the event that a substantial portion of Subrecipient's operations are interrupted by war, fire, insurrection, labor problems, the elements, earthquakes or any other cause beyond Subrecipient's control, Subrecipient's obligations under this Agreement shall be suspended for the duration of the interruption provided subrecipient provides County with written notice of such interruption including the commencement date. If a substantial portion of the services, which Subrecipient has agreed to provide hereunder, is interrupted for more than 30 days, County may terminate this Agreement upon ten (10) calendar days prior written notice to Subrecipient, and the obligation upon termination set forth in section M.4. above shall apply. Section M.4. of this Agreement shall apply under these circumstances.

7. Compliance with Laws and Regulations

The Subrecipient represents, warrants and certifies that, in the performance of this Agreement, it shall comply with all applicable laws, rules, regulations and orders of the United States, State of California, and County of Riverside, and any other governmental agency with jurisdiction over the program and this Agreement. Including the laws and regulations pertaining to labor, wages, hours and The Subrecipient further represents, warrants and certifies that it shall comply with any new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement. The judgment of any court of competent jurisdiction, or the admission of Subrecipient in any action or proceeding against them, or any of them, whether County be a party thereto or not, that Subrecipient has violated any such ordinance or statute in the performance of this Agreement shall be conclusive of that fact as between County and Subrecipient.

8. Construction and Interpretation of Agreement

The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been prepared jointly by the parties and has been the subject of arm's length and careful negotiation over a considerable period of time,

1 that each party has been given the opportunity to independently review this
2 Agreement with legal counsel, and that each party has the requisite
3 experience and sophistication to understand, interpret, and agree to the
4 particular language of the provisions hereof. Accordingly, in the event of an
ambiguity in or dispute regarding the interpretation of this Agreement, this
Agreement shall not be interpreted or construed against the party preparing
it, and instead other rules of interpretation and construction shall be utilized.

5 If any term or provision of this Agreement, the deletion of which would not
6 adversely affect the receipt of any material benefit by any party hereunder,
7 shall be held by a court of competent jurisdiction to be invalid or
8 unenforceable, the remainder of this Agreement shall not be affected thereby
and each other term and provision of this Agreement shall be valid and
enforceable to the fullest extent permitted by law. It is the intention of the
parties hereto that in lieu of each clause or provision of this Agreement that is
illegal, invalid, or unenforceable, there be added as a part of this Agreement
an enforceable clause or provision as similar in terms to such illegal, invalid,
9 or unenforceable clause or provision as may be possible.
10

11 The captions of the articles, sections and subsections herein are inserted
12 solely for convenience and under no circumstances are they or any of them
to be treated or construed as part of this instrument.

13 References in this instrument to this "Agreement" mean, refer to and include
14 this instrument as well as any riders, exhibits, addenda and attachments
15 hereto (which are hereby incorporated herein by this reference) or other
16 documents expressly incorporated by reference in this instrument. Any
17 references to any covenant, condition, obligation, and/or undertaking "herein,"
18 "hereunder," or "pursuant hereto" (or language of like import) means, refer to,
and include the covenants, obligations, and undertakings existing pursuant to
this instrument and any riders, exhibits, addenda, and attachments or other
documents affixed to or expressly incorporated by reference in this
instrument.

19 As used in this Agreement, and as the context may require, the singular
20 includes the plural and vice versa, and the masculine gender includes the
21 feminine and vice versa.

22 9. Venue and Jurisdiction

23 This Agreement shall be governed by the laws of the State of California. Any
24 legal action related to the performance or interpretation of this Agreement
25 shall be filed only in the Superior Court of the State of California located in
26 Riverside, California, and the parties waive any provision of law providing for
27 a change of venue to another location.
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10. Fraud and Abuse

The Subrecipient shall establish and implement appropriate internal management procedures to prevent fraud, abuse and criminal activity. Further, the Subrecipient shall establish a reporting process to ensure that the County is notified immediately of any allegation of WIOA-related fraud, abuse or criminal activity or any suspected or proven fraud, abuse or criminal acts committed by staff or participants. If the allegation is of any emergency and/or operational and/or fiscal nature, Subrecipient shall report such allegation in writing to the County within five (5) business days of becoming aware of such allegation. Reported to the County's within five business days, and immediately thereafter, a written report shall be submitted to the County to document the facts.

11. Grievance and Complaint System

The Subrecipient shall establish and maintain a grievance and complaint procedure in compliance with WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR 2900, federal regulations and state statutes, regulations and policies.

12. Hold Harmless/Indemnification

Subrecipient shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, Workforce Development Board (WDB) and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as indemnitees) from any liability whatsoever, based or asserted upon services of Subrecipient, its officers, employees, vendors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Subrecipient, its officers, employees, vendors, agents or representatives and Indemnitors from this Agreement. Subrecipient shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

1 Subrecipient's obligation hereunder shall be satisfied when Subrecipient has
2 provided to County the appropriate form of dismissal relieving County from
any liability for the action or claim involved.

3 The specified insurance limits required in this Agreement shall in no way limit
4 or circumscribe Subrecipient's obligations to indemnify and hold harmless the
Indemnitees herein from third party claims.

5 In the event there is conflict between this clause and California Civil Code
6 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.
7 Such interpretation shall not relieve the Subrecipient from indemnifying the
Indemnitees to the fullest extent allowed by law.

8 13. Insurance

9 Without limiting or diminishing the Subrecipient's obligation to indemnify or
10 hold the County harmless, Subrecipient shall procure and maintain or cause
11 to be maintained, at its sole cost and expense, the following insurance
12 coverage's during the term of this Agreement. As respects to the insurance
13 section only, the County herein refers to the County of Riverside, its
Agencies, Districts, WDB, Special Districts, and Departments, their respective
directors, officers, Board of Supervisors, employees, elected or appointed
officials, agents or representatives as Additional Insureds.

14 (a) Worker's Compensation

15 If Subrecipient has employees as defined by the State of California,
16 the Subrecipient shall maintain statutory Workers' Compensation
17 Insurance (Coverage A) as prescribed by the laws of the State of
18 California. Policy shall include Employers' Liability (Coverage B)
19 including Occupational Disease with limits not less than \$1,000,000
per person per accident. The policy shall be endorsed to waive
subrogation in favor of the County of Riverside.

20 (b) Commercial General Liability

21 Commercial General Liability insurance coverage, including but not
22 limited to, premises liability, unmodified contractual liability, products
23 and completed operations liability, personal and advertising injury,
24 and cross liability coverage, covering claims which may arise from or
25 out of Subrecipient's performance of its obligations hereunder. Policy
26 shall name the County as Additional Insured. Policy's limit of liability
shall not be less than \$1,000,000 per occurrence combined single
limit. If such insurance contains a general aggregate limit, it shall
27 apply separately to this Agreement or be no less than two (2) times
28 the occurrence limit.

1 (c) Vehicle Liability

2 If vehicles or mobile equipment are used in the performance of the
3 obligations under this Agreement, then Subrecipient shall maintain
4 liability insurance for all owned, non-owned or hired vehicles so used
5 in an amount not less than \$1,000,000 per occurrence combined
6 single limit. If such insurance contains a general aggregate limit, it
7 shall apply separately to this agreement or be no less than two (2)
8 times the occurrence limit. Policy shall name the County as Additional
9 Insureds.

10 (d) General Provisions – All lines

11 Any insurance carrier providing insurance coverage hereunder shall
12 be admitted to the State of California and have an AM BEST rating of
13 not less than A: VIII (A:8) unless such requirements are waived, in
14 writing, by the County Risk Manager. If the County's Risk Manager
15 waives a requirement for a particular insurer such waiver is only valid
16 for that specific insurer and only for one policy term.

17 The Subrecipient must declare its insurance, self-insured retention for
18 each coverage required herein. If any such self-insured retention
19 exceeds \$500,000 per occurrence each such retention shall have the
20 prior written consent of the County Risk Manager before the
21 commencement of operations under this Agreement. Upon
22 notification of self-insured retention unacceptable to the County, and
23 at the election of the County's Risk Manager, Subrecipient's carriers
24 shall either; 1) reduce or eliminate such self-insured retention as
25 respects this Agreement with the County, or 2) procure a bond which
26 guarantees payment of losses and related investigations, claims
27 administration, and defense costs and expenses.

28 Subrecipient shall cause Subrecipient's insurance carrier(s) to furnish
the County of Riverside with either 1) a properly executed original
ACORD Certificate(s) of Insurance and certified original copies of
Endorsements effecting coverage as required herein, and 2) if
requested to do so orally or in writing by the County Risk Manager,
provide original Certified copies of policies including all Endorsements
and all attachments thereto, showing such insurance is in full force
and effect. Further, said Certificate(s) and policies of insurance shall
contain the covenant of the insurance carrier(s) that thirty (30) days
written notice shall be given to the County of Riverside prior to any
material modification, cancellation, expiration or reduction in coverage
of such insurance. In the event of a material modification,
cancellation, expiration, or reduction in coverage, this Agreement shall
terminate forthwith, unless County of Riverside receives, prior to such
effective date, another properly executed original ACORD Certificate
of Insurance and original copies of endorsements or certified original

1 policies, including all endorsements and attachments thereto
2 evidencing coverage set forth herein and the insurance required
3 herein is in full force and effect. Subrecipient shall not commence
4 operations until the County has been furnished original ACORD
5 Certificate of Insurance and certified original copies of endorsements
6 and if requested, certified original policies of insurance including all
7 endorsements and any and all other attachments as required in this
8 Section. An individual authorized by the insurance carrier to do so on
9 its behalf shall sign the original endorsements for each policy and the
10 Certificate of Insurance.

11 It is understood and agreed to by the parties hereto that the
12 Subrecipient's insurance shall be construed as primary insurance, and
13 the County's insurance and/or deductibles and/or self-insured
14 retention's or self-insured programs shall not be construed as
15 contributory. If, during the term of this Agreement or any extension
16 thereof, there is a material change in the scope of services; or, there
17 is a material change in the equipment to be used in the performance
18 of the scope of work; or, the term of this Agreement, including any
19 extensions thereof, exceeds five (5) years; the County reserves the
20 right to adjust the types of insurance and the monetary limits of liability
21 required under this Agreement, if in the County Risk Manager's
22 reasonable judgment, the amount or type of insurance carried by the
23 Subrecipient has become inadequate.

24 Subrecipient shall pass down the insurance obligations contained
25 herein to all tiers of subcontractors approved by the County under this
26 Agreement. The insurance requirements contained in this Agreement
27 may be met with a program(s) of self-insurance acceptable to the
28 County.

Subrecipient agrees to notify County of any claim by a third party or
any incident or event that may give rise to a claim arising from the
performance of this Agreement.

14. Integration of Entire Agreement, Waivers and Amendments

21 This Agreement, including all of the Exhibits appended hereto, constitutes the
22 entire understanding and Agreement of the parties. This Agreement
23 integrates all of the terms and conditions mentioned herein or incidental
24 hereto, and supersedes all negotiations or previous agreements between the
25 parties with respect to all or any part of the subject matter hereof. No verbal
26 commitment or conversation with any officer, agent or employee of either
27 party shall affect or modify any of the terms and conditions of this Agreement.

28 In addition to the requirements set forth in this Agreement, all waivers of the
provisions of this Agreement must be in writing and signed by the appropriate
parties of the County or Subrecipient (as applicable), and all amendments

1 hereto must be in writing and signed by the appropriate authorities of the
2 County and Subrecipient.

3 15. Intellectual Property

4 In any Agreement funded in whole or in part by the federal government, the
5 County may acquire and maintain the Intellectual Property rights, title and
6 ownership, which results directly or indirectly from the Agreement, except as
7 provided in 37 CFR Part 401.14. However, pursuant to Uniform guidance 2
8 CFR part 200 and DOL exceptions 2 CFR Part 2900 the federal
9 government shall have a royalty-free, nonexclusive, irrevocable, paid-up
10 license through the world to use, duplicate or dispose of such Intellectual
11 Property throughout the world in any manner for governmental purposes
12 and to have and permit others to do so.

13 16. Inventions, Patents and Copyrights

14 If any project produces patentable items, patent rights, processes or
15 inventions in the course of work under a Department of Labor (DOL) grant or
16 agreement, the Subrecipient shall report the fact promptly and fully to the
17 County. The County shall report the fact to the Grant Officer at DOL. Unless
18 there is a prior agreement between the County and the DOL or its
19 representative on these matters, DOL shall determine whether to seek
20 protection on the invention or discovery. DOL or its representative shall
21 determine how the rights in the invention or discovery, including rights under
22 any patent issued thereon, will be allocated and administered in order to
23 protect the public interest consistent with the following Patent Policy found at
24 29 CFR 95.36 and 29 CFR 97.34:

25 Unless otherwise provided in terms of the Grant or the Agreement, when
26 copyrighted material is developed in the course of or under this Agreement,
27 the author and the County which developed the work are free to copyright
28 material or to permit others to do so. The County and the Workforce
Development Board shall have a royalty-free, non-exclusive and irrevocable
license to reproduce, publish, and use and to authorize others to use all
copyrighted material. If any material developed in the course of or under a
DOL Grant or Agreement is copyrighted, DOL shall have a royalty-free, non-
exclusive, and irrevocable right to reproduce, publish and otherwise use and
to authorize other entities to use the work for government purposes.

17. Labor Standards

(a) The Subrecipient shall comply with the Labor Code of California, the
Child Labor Laws in California, the Child Labor Standard Act and all
other applicable statutes, ordinances and regulations with respect to
employment, wages, hours of labor, and industrial safety (if
applicable).

- 1 (b) Conditions of employment or training shall be appropriate and
2 reasonable in light of such factors as the type of work, geographical
3 region, age and proficiency of the participant.
- 4 (c) Health and safety standards established under State, Federal and
5 local law, otherwise applicable to working conditions of employees,
6 shall be equally applicable to working conditions of participants. With
7 respect to any participant in a program conducted under this
8 Agreement who is engaged in activities, which are not covered by
9 health and safety standards under OSHA of 1970, the Subrecipient
10 shall prescribe by regulation, such standards as may be necessary to
11 protect the health and safety of such participants.
- 12 (d) No program under the WIOA Act shall impair (1) existing contracts for
13 services, or (2) existing collective bargaining agreements, unless the
14 employer and the labor organization concur, in writing, with respect to
15 any elements of the proposed activities, which affect such agreement.
- 16 (e) A participant in a program or activity authorized under WIOA must not
17 displace (including a partial displacement, such as a reduction in the
18 hours of non-overtime work, wages, or employment benefits) any
19 currently employed employee (as of the date of the participation).
- 20 (f) No participant shall be employed or job opening filled: (1) when any
21 other individual is on layoff from the same or any substantially-
22 equivalent job, or (2) when the employer has terminated the
23 employment of any regular employee or otherwise reduced its
24 workforce with the intention of filling the vacancy created by hiring a
25 participant.

17 18. No duplication of Service

18 Funds provided under this Agreement shall not be used to duplicate facilities
19 or services available in the area (with or without reimbursement) from Federal
20 State or local County sources, unless the plan established that alternative
21 services or facilities would be more effective or more likely to achieve
22 performance goals.

22 19. Nonliability of County Officials and Employees

23 No member, official, agent, legal counsel or employee of County shall be
24 personally liable to Subrecipient, or any successor in interest in the event of
25 any default or breach by County or for any amount which may become due to
26 Subrecipient or on any obligation under the terms of this Agreement.

1 20. No Partnership

2 Nothing in this Agreement shall be deemed or construed to create a
3 partnership, joint venture, or any other similar relationship between the
4 parties hereto or cause the County to be responsible in any way for the debts
5 or obligations of Subrecipient or any other person.

6 21. No Third Party Beneficiaries

7 The parties to this Agreement acknowledge and agree that the provisions of
8 this Agreement are for the sole benefit of County and Subrecipient, and not
9 for the benefit, directly or indirectly, of any other person or entity.

10 22. Ownership/Use of Agreement Materials and Products

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

20 23. Payment of Benefits (where applicable)

21 When applicable, participants employed in activities authorized under this
22 Agreement shall be paid wages which shall not be less than the higher of the
23 following: (1) the minimum wage under § 6(a) (1) of the Fair Labor Standards
24 Act of 1938, (2) the minimum wage under the applicable state or local
25 minimum wage law, or (3) the prevailing rates of pay for individuals employed
26 in similar occupations by the same employer.

27 When applicable, participants employed in paid work experience activities
28 funded under WIOA may receive related benefits in the public, private, for-
profit or non-profit sectors where the objective assessment and individual
service strategy indicate that work experiences are appropriate. (WIOA sec.
129)

A participant shall receive no payments for training activities in which the
trainee fails to participate without good cause.

29 24. Permits and Licenses

30 The Subrecipient shall obtain and pay for all permits and licenses necessary
to the performance of this Agreement. The County is not permitted to waive

1 any fees for services except as otherwise required by law. Subrecipient shall
2 comply with all State or other licensing requirements, including but not limited
3 to the provisions of Chapter 9 of Division 3 of the Business and Professions
4 Code. All licensing requirements shall be met at the time proposals are
5 submitted to the County. Subrecipient warrants that it has all necessary
6 permits, approvals, certificates, waivers and exemptions necessary for
7 performance of this Agreement as required by the laws and regulations of the
8 United States, the State of California, the County of Riverside and all other
9 governmental agencies with jurisdiction, and shall maintain these throughout
10 the term of this Agreement, and that service(s) will be performed by properly
11 trained and licensed staff.

7 25. Press Releases/Published Announcements

8 In all communications with the press, television, radio or any other means of
9 communicating with the general community regarding any items which are
10 related to the program funded by this Agreement, the Subrecipient shall use
11 County language in all written material and shall use this language in any
12 audio or video production. The Subrecipient will obtain approval from the
13 County prior to publication or production.

12 26. Prohibited of Activities

- 13 (a) The Subrecipient will assure that no funds under this Agreement shall
14 be used to assist, promote or deter union organizing activities.
- 15 (b) No funds provided under this Agreement shall be used, or proposed
16 for use, to encourage or induce the relocation of a business or part of
17 a business if such relocation would result in a loss of employment for
18 any employee of such business at the original location and such
19 original location is within the United States.
- 20 (c) The Subrecipient is prohibited from using funds under this Agreement
21 for the purpose of instituting legal proceedings or legal disputes
22 against the County, the Grantor, the Department of Labor or its official
23 representatives.
- 24 (d) No person or organization may charge an individual a fee for the
25 placement or referral of the individual in or to a workforce system
26 training program.
- 27 (e) No funds provided under the Act shall be used for employment
28 generating activities, economic development and other similar
activities, investment in revolving loan funds, capitalization of
businesses, investment in contract bidding resource centers, and
similar activities that are not directly related to training for eligible
individuals under the WIOA. Nor shall any funds from this Agreement
be used for foreign travel.
- (f) No funds under WIOA may be used for Public Service Employment
(PSE), except to provide disaster relief employment.
- (g) This Agreement will not result in the displacement of currently
employed workers (including partial displacement, such as reduction

1 in the hours of non-overtime work, wages or employment benefits).
2 The Subrecipient will assure that no jobs shall be created in a
3 promotional line that will infringe in any way upon the promotional
4 opportunities currently employed individuals.

5 (h) No funds provided under this Agreement shall be used or proposed
6 for use, to encourage or induce the relocation would result in a loss of
7 employment for any employee of such business at the original
8 location an such original location is within the United States.

9 (i) No funds, materials, property, services and participant shall be used
10 for, or employed on, the construction, operation or maintenance of
11 any facility as is used for sectarian instruction or as a place for
12 religious worship.

13 27. Reserved

14 28. Standards of Conduct

15 (a) Every reasonable course of action shall be taken by the Subrecipient
16 in order to maintain the integrity of the expenditure of public funds and
17 to avoid favoritism and questionable or improper conduct. This
18 Agreement shall be administered by the Subrecipient in an impartial
19 manner, free from efforts to gain personal financial, and political gain.
20 The subrecipient agrees to conform to the nondiscrimination
21 requirements set forth in WIOA.

22 (b) Avoidance of conflict of economic interest: an executive or employee
23 of the Subrecipient who is an elected official in the area or a member
24 of the Local Board shall not solicit or accept money and/or any other
25 consideration from a third person, for the performance of an act
26 reimbursed in whole or part by the Subrecipient: Supplies materials,
27 equipment or services purchased with WIOA agreement funds will be
28 used solely for purposes allowed under this Agreement. No member
of the Local Board shall cast a vote on the provision of services
related to or arising out of this Agreement by that member or any
other organization, which that member represents or vote on any
matter which would provide direct financial benefit to that member or
immediate family of the member or any business or organization
which the member directly represents. The Subrecipient will establish
and maintain written standards of conduct covering conflicts of
interest and governing the performance of their employees engaged
in the selection, award and administration of contracts. Subrecipient
hereby assures that it will establish safeguards to prohibit employees
from using a position for a purpose that gives the appearance of being
motivated by a desire for private gain for themselves or others,
particularly those with whom they have business or other ties.

- 1 (c) Subrecipient shall avoid any and all conflict of interest instances.
2 Conflict of interest is a situation in which a person has a duty to more
3 than one person or organization, but cannot do justice to the actual or
4 potentially adverse interests of both parties. This includes when an
5 individual's personal interests or concerns are inconsistent with the
6 best for a customer, or when a public official's personal interests are
7 contrary to his/her loyalty to public business. An attorney, an
8 accountant, a business adviser or realtor cannot represent two parties
9 in a dispute and must avoid even the appearance of conflict. He/she
10 may not join with a client in business without making full disclosure of
11 his/her potential conflicts, he/she must avoid commingling funds with
12 the client, and never take a position adverse to the customer.
- 13 (d) The Subrecipient shall insure that any of its employees who were
14 formerly employed by the County of Riverside Economic Development
15 Agency (EDA) in a position that could have enabled such individuals
16 to impact policy regarding or implementation of programs covered by
17 this Agreement, will not be assigned to any part or phase of the
18 activities conducted pursuant to this Agreement, for a period of not
19 less than two years following the termination of such employment.
- 20 (e) The Subrecipient shall insure that no relative by blood, adoption or
21 marriage of any executive or employee of the Subrecipient, will
22 receive favorable treatment when considered for enrollment in
23 programs provided by or employment under this Agreement.
- 24 (f) The Subrecipient and its employees will be particularly aware of the
25 varying degrees of influence that can be exerted by personal friends
26 and associates and, in administering the Agreement, will exercise due
27 diligence to avoid situations which give rise to an assertion that
28 favorable treatment is being granted to friends and associates. No
relative by blood, adoption or marriage of any executive or employee
of the Subrecipient will receive any favorable treatment for
employment with the Subrecipient or enrollment into the program
funded by this Agreement.
- (g) The Subrecipient may not hire a person in an administrative capacity,
staff position or work experience training position with funds provided
by this Agreement if a member of that person's immediate family is
engaged in an administrative capacity for the Subrecipient.
- (h) The Subrecipient assures that none of its directors, officers,
employees or agents shall participate in selecting or administering any
subcontract supported (in whole or in part) by federal funds where
such person is a director, officer, employee or agent of the
subcontractor, or where such person knows or should have known
that:

- i. A member of such person's immediate family or partner or organization has a financial interest in the subcontract;
 - ii. The subcontractor is someone with whom such person has negotiated or is negotiating any prospective employment; or
 - iii. Such person would have a "Financial or Other Interest" in the sub-contract.
- (i) The Subrecipient assures that no member of its Board, officer or employee or the Subrecipient shall have any interest, direct or indirect, in any contract or sub-contract or the proceeds for work to be performed in connection with this program during his/her tenure as such employee, officer or member of the Board.
 - (j) Prior to obtaining the County approval of any subcontract, the Subrecipient shall disclose to the County any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate families with the proposed sub-contractor and its officers, directors or employees.
 - (k) The Subrecipient warrants that it has not paid, and will not pay, to any third person any money or other consideration for obtaining this Agreement.

29. Nonliability of County Officials and Employees

No member, official, agent, legal counsel or employee of County shall be personally liable to Subrecipient, or any successor in interest in the event of any default to breach by County or for any amount which may become due to Subrecipient or successor or any obligation under the terms of this Agreement.

30. No Partnership

Nothing in this Agreement shall be deemed or construed to create a partnership, joint venture, or any other similar relationship between the parties hereto or cause the County to be responsible in any way for the debts or obligations of Contractor or any other person.

31. No Third Party Beneficiaries

The parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of County and Subrecipient, and not for the benefit, directly or indirectly, of any other person or entity.

32. Use of any photo or image

Subrecipient shall secure signed consent for the use of any photo or image of any participant used in advertisements, brochures, pamphlets, videos, or any media form where the individual or his/her likeness can be identified. **NOTE:** The consent for minor youth must be signed by the youth's parent or guardian and must stipulate the terms and conditions of how the photo/image

will be used. Copies of completed forms must be on-site in the participant files.

33. Applicable Websites

Agency	Web Site
Riverside County Economic Development Agency/Workforce Division/Policies	http://www.rivcoworkforce.com/ProgramResources/Policies.aspx
Riverside County Board of Supervisors	http://www.countyofriverside.us/government/boardofsupervisors.html
Department of Labor Employment Administration	http://www.doleta.gov
Employment Development Department	http://www.edd.ca.gov/
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards	https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards

P. **Assurances and Certifications**

Subrecipient, certifies, acknowledges and agrees to comply with the following:

1. WIOA Subrecipient shall comply with all applicable terms and provisions contained in the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128.
2. Affirmative Action Compliance Program of the County of Riverside (known as the Riverside County Minority/Women Business Enterprise [M/WBE] Policy) and rules and regulations adopted pursuant thereto, Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the Provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs, the California Fair Employment Practice Act, California Public Contracts Code 2000, and other applicable federal, state and county laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereinafter enacted.
3. Anti-Kickback Act (1986) prohibits any payment or gratuity made for the purpose of inducing award of a subcontract or prime contract with the federal government.
4. Child Support Compliance Act enforces the importance of the child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earning assignment orders, as provided in Chapter 8, section 5200 of Part 5 of Division 9 of the Family Code, and that to the best of its knowledge is fully complying with earnings assignment order of all employees and is providing names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
5. Corporate Registration the Subrecipient, if it is a corporation, certifies it is registered with the Secretary of the State of the State of California.
6. Debarment and Suspension certification, the Subrecipient hereby assures and certifies that the Subrecipient will comply with the regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I that the prospective participant, to the best of its knowledge and belief, that it and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for

1 commission of fraud or a criminal offense in connection with obtaining, attempting to
2 obtain, or performing a public (federal, state or local) transaction or contract under a
3 public transaction, violation of federal or state antitrust statutes or commission of
4 embezzlement, theft, forgery, bribery, falsification, or restrictions of records, making
5 false statements, or receiving stolen property; are not presently indicted for or
6 otherwise criminally or civilly charged by a government entity (federal, state or local)
7 with commission of any of the offenses enumerated above; have not within a three-
8 year period preceding this Agreement had one or more public transactions (federal,
9 state or local) terminated for cause of default. Where the Subrecipient is unable to
10 certify to any of these statements in this certification such prospective entity shall
11 immediately notify the County before signing the Agreement.

7. Drug Free Workplace comply with the requirements of the Drug-Free Workplace Act
of 1990 and will provide a drug-free workplace by taking the following actions: publish
a statement notifying employees that unlawful manufacture, distribution,
dispensation, possession, or use of a controlled substance is prohibited and
specifying actions to be taken against employees for violations; establish a Drug-Free
Awareness Program to inform employees about the following:

- a. The dangers of drug abuse in the workplace;
- b. The person's or organization's policy of maintaining a drug free workplace;
- c. Any available counseling, rehabilitation and employee assistance programs;
and,
- d. Penalties that may be imposed upon employees for drug abuse violations
- e. Every employee who provides services under this Agreement will:
receive a copy of the company's drug-free policy statement; and agree to
abide by the terms of the company's statement as a condition of
employment.

8. Environmental Protection Regulations

- a. Clean Air Act (42 U.S.C. 7401-7671q.); Federal Water Pollution Control Act (33
U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in
excess of \$150,000 must contain a provision that requires the non-Federal
award to agree to comply with all applicable standards, orders or regulations
issued pursuant to the Clean Air Act and the Federal Water Pollution Control
Act as amended. Violations must be reported to the Federal awarding agency
and the Regional Office of the Environmental Protection Agency (EPA). The
Subrecipient ensures that it complies with all applicable standards, order, or
requirements under the Clean Air Act, the Federal Water Pollution Control
Act, Executive Order 11738, and EPA regulations. The authorized
representative, in signing this Agreement, certifies that he/she has read and
that his/her agency is in compliance with all terms.
- b. Energy Policy and Conservation Act - Mandatory standards and policies
relating to energy efficiency which are contained the state energy
conservation plan issued in compliance with the Energy Policy and
Conservation Act.
- c. Air or Water pollution Violation, not be in violation of any order or resolution
not subject to review promulgated by the State Air Resources Board or an air
pollution district; subject to cease and desist order not subject to review
issued pursuant prohibitions; or finally determined to be in violation of
provisions of federal law relating to air and water pollution.

9. Fair Labor Standards Act (1938) provides minimum wage and overtime requirements.
Under FLSA, all non-exempt employees are entitled to cash overtime for all hours
worked over 40 in a workweek. The Act, as amended by the Minimum Wage
Increase Act of 1996, is enforced by the Wage and Hour Division of the Department
of Labor and private lawsuits.

- 1 10. Family Educational Rights and Privacy Act of 1974 and related state law and
2 regulations require the proper disclosure of individually identifiable records. All state
3 and County information is confidential when it identifies an individual or an employing
4 unit. Confidential information requires special precautions such as, but not limited to,
5 locked files, computer passwords, and assigned staff access, to protect it from loss,
6 unauthorized use, access, disclosure, modification and destruction.
- 7 11. Family and Medical Leave Act (1991) requires that employers, with 50 or more
8 employees, provide up to 12 weeks of unpaid leave, with any 12-month period, to
9 employees for the care of a newborn or adopted child, for the care of a seriously ill
10 family member, or for treatment and care of the employee's own serious medical
11 condition. The Act is enforced by the Wage and Hour Division of the Department of
12 Labor.
- 13 12. Immigration Reform and Control Act (1986) requires employers to verify that
14 applicants for employment are authorized to work in the United States. The Act
15 provides civil and criminal penalties for knowingly employing unauthorized aliens and
16 prohibits discrimination based on national origin or citizenship if the alien is
17 authorized to work. The Act is enforced by the Department of Justice and the
18 Immigration and Naturalization Service.
- 19 13. Jobs for Veterans Act (Public Law 107.288): By signing this Agreement, the
20 Subrecipient hereby assures and certifies that it will comply with the provisions of this
21 Act and establish a priority for service for veterans (and some spouses) who
22 otherwise meet the eligibility requirements for participation in the program.
- 23 14. Military Selective Service Act shall be insured by the Secretary that each individual
24 participating in any WIOA program or receiving any assistance or benefit under this
25 chapter has not violated section three (50 U.S.C. App. 453) by not presenting and
26 submitting to registration as required pursuant to such section. The Director of the
27 Selective Service System shall cooperate with the Secretary in carryout out this
28 section.
- 15 15. False Claims Act ("FCA") provides, in pertinent part, that: (a) Any person who (1)
16 knowingly presents, or causes to be presented, to an officer or employee of the
17 United States Government or a member of the Armed Forces of the United States a
18 false or fraudulent claim for payment or approval; (2) knowingly makes, uses, or
19 causes to be made or used, a false record or statement to get a false or fraudulent
20 claim paid or approved by the Government; (3) conspires to defraud the Government
21 by getting a false or fraudulent claim paid or approved by the Government; or (7)
22 knowingly makes, uses, or causes to be made or used, a false record or statement to
23 conceal, avoid, or decrease an obligation to pay or transmit money or property to the
24 Government; Is liable to the United States Government for a civil penalty of not less
25 than \$5,000 and not more than \$10,000, plus 3 times the amount of damages which
26 the Government sustains because of the act of that person. (b) For purposes of this
27 section, the terms "knowing" and "knowingly" mean that a person, with respect to
28 information (1) has actual knowledge of the information; (2) acts in deliberate
ignorance of the truth or falsity of the information; or (3) acts in reckless disregard
of the truth or falsity of the information, and no proof of specific intent to defraud is
required. While the False Claims Act imposes liability only when the claimant acts
"knowingly," it does not require that the person submitting the claim have actual
knowledge that the claim is false. A person, who acts in reckless disregard or in
deliberate ignorance of the truth or falsity of the information, also can be found liable
under the Act. In sum, the False Claims Act imposes liability on any person who
submits a claim to the federal government that he or she knows (or should know) is
false. The False Claims Act also imposes liability on an individual who may knowingly
submit a false record in order to obtain payment from the government. The third area
of liability includes those instances in which someone may obtain money from the

1 federal government to which he may not be entitled, and then uses false statements
2 or records in order to retain the money. In addition to its substantive provisions, the
3 FCA provides that private parties may bring an action on behalf of the United States.
4 31 U.S.C. 3730 (b). These private parties, known as "qui tam relators," may share in
5 a percentage of the proceeds from an FCA action or settlement. Section 3730(d)(1)
6 of the FCA provides, with some exceptions, that a qui tam relator, when the
7 Government has intervened in the lawsuit, shall receive at least 15 percent but not
8 more than 25 percent of the proceeds of the FCA action depending upon the extent
9 to which the relator substantially contributed to the prosecution of the action. When
10 the Government does not intervene, section 3730(d)(2) provides that the relator shall
11 receive an amount that the court decides is reasonable and shall be not less than 25
12 percent and not more than 30 percent. The FCA provides protection to *qui tam*
13 relators who are discharged, demoted, suspended, threatened, harassed, or in any
14 other manner discriminated against in the terms and conditions of their employment
15 as a result of their furtherance of an action under the FCA. 31 U.S.C. 3730(h).

16. National Labor Relations Board certifies that no more than one final unappealable
17 finding of contempt of court by a federal court has been issued against the
18 Subrecipient within the immediately preceding two-year period because of
19 Subrecipient failure to comply with an order of a federal court which orders the
20 Subrecipient to comply with an order of the National Labor Relations Board.

17. Nondiscrimination Clause the conduct of the parties to this Agreement will be in
21 accordance with Title VI of the Civil Rights Act of 1964 and the Rules and
22 Regulations promulgated there under the provision of the WIOA, Section 188. As a
23 condition to the award of financial assistance from the Department of Labor under
24 Title I of WIOA, the Subrecipient assures that I will comply fully with the
25 nondiscrimination and equal opportunity provision of the following laws: Section 188
26 of the WIOA, which prohibits discrimination against all individuals in the United States
27 on the basis of race, color, religions, sex national origin, age disability, political
28 affiliation or belief, and against beneficiaries on the basis of either citizenship status
as a lawfully admitted immigrant authorized to work in the United States or
participation in any WIOA Title I-financially assisted or activity; Title VI of the Civil
Rights Act of 1964, as amended, which prohibits discrimination on the basis of race,
color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended,
which prohibits discrimination against qualified individual with disabilities; The Age
Discrimination Act of 1975, as amended, which prohibits discrimination on the basis
of age; and Title IX of the Education Amendments of 1972, as amended, which
prohibits discrimination on the basis of sex in educational programs. The
Subrecipient assures that it will comply with Uniform Guidance 2 CFR Part 200, DOL
Exceptions 2 CFR Part 2900 and all other regulations implementing the laws listed
above. This assurance applies to the Subrecipients operations of the WIOA Title I-
financially assisted program or activity, and to all agreement that the grant applicant
makes to carry out the WIOA Title –financially assisted program or activity. The grant
applicant understands that the United States has the right to seek judicial
enforcement of this assurance. The Subrecipient will conform to nondiscrimination
provisions of the WIOA and other federal nondiscrimination requirement as referred
in WIOA Sec. 188. WIOA Sec. 184 (f): Discrimination Against Participants: If the
County determines that any recipient under WIOA Title I has discharged or in any
other manner discriminated against a participant or against any individual in
connection with the administration of the program involved, or against any individual
because such individual has filed any complaint or instituted or caused to be
instituted any proceeding under or related to WIOA Title I, or has testified or is about
to testify in any such proceeding or investigation under or related to WIOA Title I, or
otherwise unlawfully denied to any individual a benefit to which that individual is

1 entitled under the provision of WIOA Title I or the County's regulations, the County
2 shall, within 30 days, take such action or order such corrective measures, as
3 necessary, with respect to the recipient or the aggrieved individual, or both.

4 18. The Subrecipient assures that it has an EEO policy that complies with the non-
5 discrimination and equal opportunity provisions of WIOA and its implementing
6 regulations. That Subrecipient assures that its EEO policy covers staff and
7 participants served under this Agreement and that it does not discriminate, on the
8 basis of race, color, religion, national origin, physical/mental handicap, sex, political
9 affiliations or beliefs and ages, in the selection of participants and staff personnel.
10 The policy shall cover, but not be limited to, the following: employment, promotion,
11 demotion or transfer, recruitment or recruitment advertising, layoff or termination,
12 rates of pay or other forms of compensation and selection for training. The
13 Subrecipient will take action to ensure that applicants, participants or employees are
14 treated during training/employment without regard to their race, color, religion, sex,
15 national origin, age, handicap or political affiliation or beliefs. Such action shall
16 include, but not be limited to, the following: employment, upgrading, demotion or
17 transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or
18 other forms of compensation and selection for training, including apprenticeship. The
19 Subrecipient agrees to post, in conspicuous places available to employees and
20 applicants for employment and/or training, notices setting forth the provision of this
21 non-discrimination clause. In the event of the Subrecipient's non-compliance with the
22 non-discrimination clauses of this Agreement or with any of such rules, regulations,
23 or orders, this Agreement may be canceled, terminated or suspended in whole or in
24 part, and the Subrecipient may be declared ineligible for further government contracts
25 in accordance with policies authorized in Executive Order 11246 of 1965, last
26 amended 1996, and the Equal Employment Opportunities Act of 1972 and the
27 amendments to the Civil Rights Act of 1991.

14 19. Occupational Safety and Health Act (1970) requires all employers to provide a work
15 place that is free from recognized hazards that cause, or are likely to cause, death or
16 serious physical harm to employees. The Act also establishes the Occupational
17 Safety and Health Administration that is responsible for promulgating workplace
18 safety standards and regulations for various industries. The Act is enforced by the
19 Occupational Safety and Health Administration.

17 20. Political Reform Act (of 1974, amended in 1996) requires each state and local
18 agency to adopt a conflict of interest code. Conflict of interest codes are required to
19 prohibit officials of any state or local government agency from making, participating or
20 in any way attempting to use their official position to influence a governmental
21 decision in which the official knows or has reason to know that he or she has a
22 financial interest.

18 21. Sectarian Activities are not permitted and does not provide for the advancement or
19 aid to any religious sect, church or creed, or sectarian purpose nor does it help to
20 support or sustain any school, college, university, hospital or other institution
21 controlled by any religious creed, church or sectarian denomination whatsoever, as
22 specified by Article XVI, Section 5, of the Constitution regarding separation of church
23 and state.

19 22. Vietnam Era Veteran's Readjustment Assistance Act (1974) makes it unlawful for
20 employers to discriminate against veterans of the Armed Forces in their employment
21 practices. It also provides veterans with certain reemployment, seniority, health
22 benefit, and pension rights with respect to prior employment.

20 23. Whistleblower Protection Statutes (1989) protect employees of financial institutions
21 and government Subrecipients from discriminatory and retaliatory employment
22 actions because of reporting violations of the law to federal authorities. The Act is
23 enforced by the Wage and Hour Division of the Department of Labor.

1 Q. Definitions

- 2 • Adult Mentoring Youth advocacy, instruction and constructive critiquing of youth's academic
3 performance and social behavior provided by a caring adult to challenge youth to
4 attain short-term goals that will ultimately lead to becoming self-sufficient and
5 successful adults.
- 6 • Apprenticeship A qualified apprenticeship is a program approved and recorded by the ETA/Bureau
7 of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship
8 Agency.
- 9 • Assessment An independent and comprehensive evaluation of an individual to identify skills,
10 abilities, aptitudes and interest, used to design an Individual Service Strategy (ISS).
- 11 • Basic Skills Deficient An individual youth who has English reading, writing, or computing skills at or below
12 the 8th grade level on a generally accepted standardized test; or an individual that is
13 unable to compute or solve problems, or read, write, or speak English, at a level
14 necessary to function on the job, in the individual's family, or in society.
- 15 • Basic Skills Training Remedial training in reading comprehension, math computation, writing, speaking
16 English at a level to function on the job, in the individual's family, or in society,
17 listening, problem solving, reasoning and the capacity to use these skills. Remedial
18 training should measurably increase the individual's level above the 8th grade.
- 19 • Career Pathway The term "career pathway" means a combination of rigorous and high-quality
20 education, training, and other services that
21 a) aligns with the skill needs of industries in the economy of the State or regional
22 economy involved;
23 b) prepares an individual to be successful in any of a full range of
24 secondary or postsecondary education options, including apprenticeships registered
25 under the Act of August 16, 1937 (commonly known as the "National Apprenticeship
26 Act"; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.);
27 c) includes counseling to support an individual in achieving the
28 individual's education and career goals;
d) includes, as appropriate, education offered concurrently with and in the same
context as workforce preparation activities and training for a specific occupation or
occupational cluster; same context as workforce preparation activities and training
for a specific occupation or occupational cluster;
e) organizes education, training, and other services to meet the particular needs of
an individual in a manner that accelerates the educational and career advancement
of the individual to the extent practicable;
f) enables an individual to attain a secondary school diploma or its
recognized equivalent and at least 1 recognized postsecondary credential;
g) helps an individual enter or advance within a specific occupation or
occupational cluster.
- Career Planning The term "career planning" means the provision of a client-centered approach in the
delivery of services, designed to a) prepare and coordinate comprehensive
employment plans, such as service strategies, for participants to ensure access to
necessary workforce investment activities and supportive services, using, where
feasible, computer- based technologies; and b) provide job, education, and career
counseling, as appropriate during program participation and after job placement.
- Case Management The provision of a client-centered approach in service delivery to
a) prepare and coordinate comprehensive service strategies for
Participants; b) ensure access to necessary workforce innovation opportunity
activities and supportive services, using, where feasible, computer-based
technologies; c) provide job and career counseling during program participation and
after job placement.
- Classroom Training Training conducted in a classroom setting designed to train participants in specific
skills and/or vocation.
- Co-enrollment Participants, 18-24, who simultaneously receive services in both the Youth and the
Adult WIOA program.

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- **Community-Based Organization** The term "community based organization" means a private nonprofit organization (which may include a faith-based organization), that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce development.

- **Competitive Integrated Employment** This term has the meaning given to it in section 7 of the Rehabilitation Act of 1973 (29 U.S.C. 705), for individuals with disabilities.

- **Date of Participation** Represents the first day, following a determination of eligibility, that the individual begins receiving a service funded by the program. (See definition of "Participant")

- **Department of Labor (DOL)** Means the U.S. Department of Labor, including its agencies and organizational units.

- **Diploma (Secondary or GED)** Awarded upon successful high school graduation. It is awarded by the school in accord with local and state requirements. Typically, selected coursework meeting specified criteria and passing grades on the state exit examination are required. Also, any credential that the state education agency accepts as equivalent to a high school diploma (GED).

- **Exit Quarter** Represents the calendar quarter in which the date of exit is recorded for the individual.

- **Foster Youth** A youth aged 14 through 19 years, who has been removed from his/her home pursuant to Welfare and Institutions Codes 300, 309, 602; and is receiving child welfare services through the Department of Public Social Services.

- **Guidance and Counseling** A service provided to develop positive attitudes towards learning and social behavior, self-esteem building, decision making leading towards the future and responsible citizenship – all leading towards future careers/employment.

- **In-Demand Industry Sector or Occupation** a) In general, this term means (i) an industry sector that has a substantial current or potential impact (including through jobs that lead to economic self-sufficiency and opportunities for advancement) on the State, regional, or local economy, as appropriate, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors; or (ii) an occupation that currently has or is projected to have a number of positions (including positions that lead to economic self-sufficiency and opportunities for advancement) in an industry sector so as to have a significant impact on the State, regional, or local economy, as appropriate.
 b) Determination-the determination of whether an industry sector or occupation is in-demand under this paragraph shall be made by the State board or local board, as appropriate, using State and regional business and labor market projections, including the use of labor market information.

- **Indirect Cost Rate** The rate a Subrecipient may charge the agreement for indirect costs that is determined by an approved, cognizant federal agency.

- **Individual Service Strategy (ISS)** A standard tool used to reflect comprehensive youth service needs, program goals and strategy and timelines for achieving these goals throughout and following the program.

- **Individual with a Barrier to Employment** This term means a member of one or more of the following populations:
 a) Displaced homemakers.
 b) Low-income individuals.
 c) Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166.
 d) Individuals with disabilities, including youth who are individuals with disabilities.
 e) Older individuals.
 f) Ex-offenders.
 g) Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))).
 h) Youth who are in or have aged out of the foster care system.
 i) Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
 j) Eligible migrant and seasonal farmworkers, as defined in section 167(i).
 k) Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of

- 1 the Social Security Act (42 U.S.C. 601 et seq.).
 2 l) Single parents (including single pregnant women).
 3 m) Long-term unemployed individuals.
 4 n) Such other groups as the Governor involved determines to have barriers to
 5 employment.
- 6 • Individual with a Disability a In general, this term means an individual with a disability as defined in section 3 of
 7 the Americans with Disabilities Act of 1990 (42 U.S.C. 12102).
 - 8 • In-Program Skill Gains Measurable skill gains attained by program participants while they are placed in
 9 education or training that leads to a recognized postsecondary credential or to
 10 employment.
 - 11 • In-School Youth An individual who is attending school (as defined by State law); not younger than
 12 age 16 or (unless an individual with a disability who is attending school under State
 13 law) older than age 21; a low-income individual; and one or more of the following:
 14 a) Basic skills deficient.
 15 b) An English language learner.
 16 c) An offender.
 17 d) A homeless individual (as defined in section 41403(6) of the Violence Against
 18 Women Act of 1994 (42 U.S.C. 14043e-2(6)); a homeless child or youth (as defined
 19 in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C.
 20 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a
 21 child eligible for assistance under section 477 of the Social Security Act (42 U.S.C.
 22 677), or in an out of home placement.
 23 e) Pregnant or parenting.
 24 f) A youth who is an individual with a disability.
 25 g) An individual who requires additional assistance to complete an educational
 26 program or to secure or hold employment.
 - 27 • Labor Market Area This term means an economically integrated geographic area within which
 28 individuals can reside and find employment within a reasonable distance or can
 readily change employment without changing their place of residence. Such an area
 shall be identified in accordance with criteria used by the Bureau of Labor Statistics
 of the Department of Labor in defining such areas or similar criteria established by a
 Governor.
 - Leadership Development Opportunities Activities that foster positive social behavior, decision making, teamwork and other
 activities, including:
 a) exposure to post-secondary educational opportunities
 b) community and service learning projects
 c) peer-centered activities, including peer mentoring and tutoring
 d) organizational and teamwork training, including team leadership training
 e) training in decision-making, including setting priorities
 citizenship training, including skills training such as parenting, work behavior
 training and budgeting of resources.
 - Literacy The ability to read, write, and speak in English, compute and solve problems, at the
 levels of proficiency necessary to function on the job, in the family of the individual
 and in society.
 - Low Income Individual An individual who meets at least one of the following criteria:
 a) Receives (or has received in past 6 months) or is a member of a family that
 receives (or has received in last 6 months) assistance via SNAP, TANF or the
 supplemental income program of the Social Security Act.
 b) Is in a family with total family income that does not exceed the higher of the
 poverty line or 70% of the lower living standard income level.
 c) Qualifies as a homeless individual, as defined in the Violence Against Women
 Act of 1994 or the Stewart B. McKinney Homeless Assistance Act.
 d) Receives or is eligible to receive free or reduced price lunch.
 e) Is a foster child on behalf of whom State or local government payments are made.
 f) Is an individual with a disability who meets the income requirements of the
 program, but is a member of a family whose income does not meet income
 requirements.
 g) Further, for the purposes of determining youth participant eligibility, "low-income"
 also includes youth living in a "high-poverty area."
 - Lower Living Standard Income Level This term means that income level (adjusted for regional, metropolitan, urban, and
 rural differences and family size) determined annually by the Secretary of Labor
 based on the most recent lower living family budget issued by the Secretary.
 - Non-Traditional Employment This term refers to occupations or fields of work, for which individuals from the
 gender involved comprise less than 25 percent of the individuals employed in each
 such occupation or field of work.
 - Occupational Skills Training that includes apprenticeship programs and/or training opportunities in local

- 1 • Training growth industries.
- 2 • Offender Any juvenile:
 (a) who is or has been subject to any stage of the criminal justice process, for whom
 services under this Act may be beneficial; or
 (b) who requires assistance in overcoming artificial barriers to employment resulting
 from a record of arrest or conviction.
- 3 • On-the-Job-Training This term means training by an employer that is provided to a paid participant while
 engaged in productive work in a job that:
 a) provides knowledge or skills essential to adequate performance of the job; and b)
 is made available through a program that provides reimbursement to the employer
 of up to 50 percent of the wage rate of the participant; and c) is limited in duration as
 appropriate to the occupation for which the participant is being trained, taking into
 account the content of the training, the prior work experience of the participant, and
 the service strategy of the participant; and d) is in a high demand industry or
 occupation.
- 4 • Outcome Documented effect or impact of a service or intervention
- 5 • Out-of-School Youth An individual who is not attending any school (as defined under State law); not
 younger than age 16 or older than age 24; and one or more of the following:
 a) A school dropout.
 b) A youth who is within the age of compulsory school attendance, but has not
 attended school for at least the most recent complete school year calendar quarter.
 c) A recipient of a secondary school diploma or its recognized equivalent who is a
 low-income individual and is (i) basic skills deficient; or (ii) an English language
 learner.
 d) An individual who is subject to the juvenile or adult justice system.
 e) A homeless individual (as defined in section 41403(6) of the Violence Against
 Women Act of 1994 (42 U.S.C. 14043e-2(6))); a homeless child or youth (as
 defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42
 U.S.C. 11434a(2))); a runaway, in foster care or has aged out of the foster care
 system; a child eligible for assistance under section 477 of the Social Security Act
 (42 U.S.C. 677), or in an out-of-home placement.
 f) An individual who is pregnant or parenting.
 g) A youth who is an individual with a disability.
 h) A low-income individual who requires additional assistance to enter or complete
 an educational program or to secure or hold employment.
- 6 • Participant An individual who has been determined to be eligible to participate in and who is
 receiving services (except follow-up services) under a program authorized by this
 title. Participation commences on the first day, following determination of eligibility,
 on which the individual begins receiving training or other services provided under
 WIOA.
- 7 • Performance Measures Indicators that measure program outcomes and performance imposed by the
 Department of Labor and State of California on EDA and its WIOA Subrecipients.
- 8 • Pre-employment/ Work The skills that assist a youth to find and keep employment, such as, resume writing,
 Maturity Skills completing job applications, interviewing techniques, how to dress for a job,
 punctuality and attendance, attitudes/behavior, task completion, etc.
- 9 • Program Activities Direct or indirect services provided by a Subrecipient, collaborative or outside
 agency, designed to achieve youth program outcomes. Examples are adult
 mentoring, client management, computer literacy training, work experience, etc.
- 10 • Program Elements WIOA Section 129(c)(2) includes 14 program elements. In order to support the
 attainment of a secondary school diploma or its recognized equivalent; entry into
 postsecondary education; entry into training; attainment of a recognized
 postsecondary credential; career readiness for participants; and placement in
 employment, the program shall provide elements consisting of the following:
 a) Tutoring, study skills training, instruction, evidence-based dropout prevention and
 recovery strategies leading to secondary school completion or equivalent, or to
 recognized postsecondary credential.
 b) Alternative secondary school services or dropout recovery services.
 c) Paid and unpaid work experiences, including summer and year-round
 employment opportunities, pre-apprenticeships, internships, job shadowing, and on-
 the-job training opportunities.
 d) Occupational skills training, with priority given to programs leading to recognized
 postsecondary credentials aligned with in-demand industry sectors/occupations.
 e) Education offered concurrently and in the same context as workforce preparation
 activities and training for specific occupation or occupational cluster.
 f) Leadership activities, including community service, peer-centered activities
 encouraging responsibility and other positive social/civic behaviors.

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- g) Supportive Services.
- h) Adult Mentoring for at least 12 months.
- i) Follow-up Services for at least 12 months after Exit.
- j) Comprehensive Guidance and counseling.
- k) Financial Literacy Education.
- l) Entrepreneurial Skills Training.
- m) Labor market and employment information about in-demand industry sectors.
- n) Preparation for transition to postsecondary education/training.
- Program Exit Date Determined by VOS. Typically counted when a participant does not receive any WIOA-funded or non-WIOA funded partner service for 90 days and is not scheduled for future services except follow-up services; represents the last day on which participant receives service funded by the program or a partner program. The term "exit" is also used to determine when to count an individual in a specified reporting period. Each individual becomes part of an exit cohort, a group who is determined to be "exitors" within a particular quarter and are looked at together for performance measurement purposes.
- Recognized Post-Secondary Credential This term means a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State involved or Federal Government, or an Associate or Baccalaureate degree.
- School Dropout A school dropout is defined as an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.
- Special Rule The term "low income", used with respect to an individual, also includes a youth living in a high-poverty area.
- Subcontract A legal agreement whereby an organization agrees to provide services, activities or materials necessary to fulfill the agreement.
- Subrecipient A subrecipient is a legal entity to which a subaward is made and which is accountable to the recipient for use of the funds provided. Characteristics of a subrecipient are when the organization receiving a Federal award performs the following activities: determines Eligibility for the Program, has its performance measured against the objectives of the Federal program, has responsibility for programmatic decision making, has responsibility for adherence to applicable program compliance requirements (for example, federal regulations) and uses Federal Funds to carry out a program of the organization as opposed to providing goods or services for a program.
- Supportive Services This term refers to services such as transportation, child care, dependent care, housing, and needs-related payments, which are necessary to enable an individual to participate in activities authorized under this Act.
- Unemployed This term means an individual who is without a job and who wants and is available for work. The determination of whether an individual is without a job, for purposes of this Act, shall be made in accordance with the criteria used by the Bureau of Labor Statistics of the Department of Labor in defining individuals as unemployed.
- Vendor Service Contract (VSC) An agreement developed and executed between the Subrecipient and collaborative Vendors in relation to the operational management of a Youth Program.
- WIOA Local Area Local workforce development areas within the state that take into consideration:
 - a) geographic areas served by local educational agencies, intermediate educational agencies, post-secondary educational institutions and vocational education schools;
 - b) extent to which such local areas are consistent with labor market areas;
 - c) distance that individuals will need to travel to receive services; resources of such local areas that are available to effectively administer the activities carried out under WIOA.
- Work Experience Planned, structured learning experiences that takes place in a workplace for a limited period of time and may be paid or unpaid, in the private, for-profit sector; the non-profit sector; or the public sector. Work-based learning experiences are designed to enable youth to gain exposure to the working world and its requirements.
- Workforce Development System A system that makes available the core programs, the other one-stop partner programs, and any other programs providing employment and training services as identified by a State board or local board.
- Workforce Preparation Activities Activities, programs, or services designed to help an individual acquire a combination of basic academic skills, critical thinking skills, literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, and understanding systems, and obtaining skills necessary for successful transition into and completion of post-secondary education or training, or employment.

- Youth Opportunity Center or YOC A safe, comfortable youth-friendly environment where youth can access a variety of services to meet their needs. The facility must be accessible by public transportation and must be Americans with Disabilities Act compliant.

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

2
3 **COUNTY:**

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

SUBRECIPIENT:

TEMPLATE, a California corporation

8
9 Signature: _____

Signature: _____

10 Print Name: Heidi Marshall

Print Name: XXXXXXXXXXXXXXXX

11 Title: Director of Workforce Development

Title: Executive Director

12 Dated: _____

Dated: _____

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15 APPROVED AS TO FORM:

16 Gregory P. Priamos
County Counsel

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22 By: _____

23 Neal Kipnis
Deputy County Counsel

Exhibit 1 - Scope of Work

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2 TEMPLATE (CFLC), ("Subrecipient") shall perform the following services and work in
3 connection with that certain Workforce Innovation and Opportunity Act (WIOA) Cost
4 Reimbursement Agreement (Program Year 2016/2017 Year-Round Youth Services)
5 between the County of Riverside and Subrecipient (Agreement):

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10 **1. Background**

The Subrecipient has committed to a managing the Youth Opportunity Center (YOC) as listed under (III), to provide high quality services for youth and young adults beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training in in-demand industries and occupations, and culminating with a good job along a career pathway or enrollment in post-secondary education.

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20 **2. Quality Assurance Certification**

The Workforce Development Board (WDB) has established a Quality Assurance System to ensure the current Youth System delivers high quality services to its customers. The system is based on an evaluation process in which YOCs are certified as meeting or exceeding the established quality standards. The performance standards are based upon the Malcolm Baldrige criteria for performance excellence. YOCs that meet or exceed the quality standards receive certification and are awarded the Council for Youth Development Quality Award for Excellence.

The Certification Team accepted applications January 2014, and as a result certified all YOCs. Quality Assurance Certification for all YOCs was approved in March 2014 and remains effective through March 31, 2017.

The application for certification, instructions and review process may be obtained at <http://www.rivcworkforce.com/ProgramResources/CQICertification.aspx>.

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28 **3. YOC Location/Hours of Operation**

TEMPLATE- TEMPLATE Opportunity Center
400 W. Graham Avenue
Lake Elsinore, CA 92530
Phone: (951) 471-8415 Fax: (951) 245-7627
Email address: Kv-cflc@linkline.com

Hours of Operation- CFLC, shall operate the Youth Opportunity Center, located at 400 W. Graham Avenue Lake Elsinore, CA 92530, from 8:00 AM to 6:00 PM on Monday, through Friday; and from 8:00 AM to 5:00 PM on Saturdays for special events.

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2 **4. Target Population**

3 The purpose of this Agreement is to provide programs services to eligible youth,
4 ages 16-24, (16-21 for in-school youth and 16-24 for out-of-school youth), on a year-
5 round basis (July 1, 2016 through June 30, 2017). Exhibit 2 of this Agreement
6 displays the current enrollment plan.

7 **5. Program Components**

8 a) Intake and Eligibility

9 The Subrecipient is required to follow the eligibility criteria set forth in the new
10 Riverside County Economic Development Agency-Workforce Development
11 Division WIOA Youth Program Policies & Procedures Manual (19-01).
12 Additional guidelines for WIOA Youth Enrollment, Comprehensive
13 Assessment and Individual Service Strategy are also included in the
14 aforementioned manual.

15 b) Assessment

- 16 1. Pre/Post Assessments- Subrecipient is required to utilize the
17 Comprehensive Adult Student Assessment System (CASAS). The
18 CASAS assessment system must be used to pre-assess or pre-test each
19 participant in Literacy (Reading Comprehension) and Numeracy (Math
20 Computation) educational levels. Subrecipient will also utilize the CASAS
21 to post-assess or post-test each individual for measuring Literacy and
22 Numeracy improvements.
- 23 2. CASAS Employability Competency System (ECS); The Pre-
24 employment/Work Maturity Checklists in the CASAS-ECS will be used as
25 a guide to assess participants in the following areas: Pre-Employment
26 Skills, Job Retention Skills, and Occupational Skills.
- 27 3. The Subrecipient may also use any available CASAS material for Writing
28 Skills, Speaking Skills, Listening Skills, Problem Solving and Reasoning,
Life Skills, and Interest/Aptitude areas. However, if alternate assessment
materials are implemented, Subrecipient is responsible for insuring that
materials used meet generally accepted standards for the Riverside
County WIOA Youth Program. Subrecipient shall document all
Assessment results and progress on the participant's ISS and in the VOS
system.

1 c) Individual Service Strategy (ISS)

2 The Subrecipient must determine what program elements will be provided to
3 each youth, based on individual assessment results and development of an
4 Individual Service Strategy (ISS). Furthermore, in order to encourage active
5 participation in all Individual Service Strategy (ISS) activities, the Subrecipient
6 must formally review all files on a continuous basis. In the event participants
7 are enrolled in excess of one (1) year, each file must have the following
8 notated in the file: a thorough outline of services being provided;
9 demonstration of active participation in all ISS activities; a clear service
10 strategy to obtain applicable program outcomes not previously attained; a
11 projected Exit Date from the program. The information must be reviewed and
12 approved by the YOC Supervisor and clearly notated in the case notes
13 located at www.rivcojobs.com, Virtual One Stop System (VOS).

9 d) Case Management

- 10 1. Subrecipient will develop best practices in Case Management that require
11 organizational arrangements to support youth service delivery. The
12 Subrecipient will have staff that has been trained for the approach and its
13 application to the particular practice setting and strategies to ensure that
14 the Youth Opportunity Center (YOC) can be responsive to evidence from
15 practice and advocate for systemic and policy change to support service
16 delivery.
- 17 2. The principles that underpin Case Management are individualized service
18 delivery based on comprehensive assessment that is used to develop an
19 Individual Service Strategy (ISS). The plan is developed in collaboration
20 with the youth and reflects their choices and preferences for the service
21 arrangements being developed. The goal is to empower the youth and
22 ensure that they are involved in all aspects of the planning and service
23 arrangement in a dynamic way.
- 24 3. The Case Manager coordinates the process, consulting informal and key
25 providers or vendors to ensure that the plan is developed appropriately,
26 clearly contracted and monitored for effective and financially accountable
27 service provision based on specified and desired outcomes. The case
28 manager and the YOC are expected to maintain quality in service
provision for individual youth.
4. The Case Management approach assumes that youth with complex and
multiple needs will access services from a range of providers or vendors
and the goal is to achieve seamless service delivery. This assumption
highlights that the concept of Case Management is based in service
provision arrangements that require different responses from within
organizations and across organizational boundaries.

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5. Case Managers provide the coordinating and specialist activities that flow from the particular setting, program and youth population. However it is usual to identify the following process as core to Case Management: screening, assessment/risk management, career development planning, implementing service arrangement, monitoring/evaluation and advocacy. Case management shall be ongoing, frequent and documented in VOS.
 6. In order to insure active engagement and continuous support for each participant, the Subrecipient must develop a master tracking log with a minimum of 30-day, 60-day, and 90-day activity/contact reviews with the participant. These reviews must be documented in VOS. The Subrecipient must insure and verify that this contact occurs within one week of the conclusion of the contact period, (30-days, 60-days, 90-days). Youth Center staff are required to document specific effort(s) made to contact and follow-up with participants, (e.g., telephone contact and results; attempted telephone contact with no answer; voice mail message on home or cell number in file; use of social media; attempted telephone contact at all alternate numbers in file; use of text message; use of email; use of postcard). The expectation is that regular contacts and interaction will also prevent any gaps in services, (90-days with no activity), as this indicates an automatic program exit.

14 e) Life Coaching

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1. A life coach is a trained practitioner that guides an individual to maneuver through their internal landscape for the purpose of assisting them to explore, discover and attain their authentic desires and aspirations. Two key components to ensure successful outcomes from the life coaching relationship include the establishment and definition of each individual's role and responsibilities, and the establishment of the individual's (youth participant's) commitment to taking a pro-active role in their transformation process.
 2. The premise of this model is to guide the youth participant to explore and access their unique internal potential for problem solving their life challenges. Ultimately, the Life Coach is assisting the youth participant to gain self-confidence in their abilities by helping them to recognize that they have the ingenuity to successfully overcome the obstacles they encounter.
 3. Program Requirements for Life Coaching:
 - a) Individuals who are Life Coaches must be trained. The lead Grant Agency will provide life coach training for everyone in this capacity to be trained on one curriculum determined by County. An individual may be hired to be a Life Coach and not yet be fully trained. If

1 that is the case, a condition of employment will be that they be
2 certified within 1 year of hire.

- 3 b) It is expected that an individual hired as a Life Coach will have
4 appropriate pre-requisite education (e.g., social work, counseling,
5 social services, etc.) and will begin the specified Life Coach training
6 as soon as available by the County.
- 7 c) All youth participants will have access to a Life Coach.
8 d) Youth participants will meet individually with their Life Coach at a
9 minimum monthly for a set period of time that will be specified in the
10 youth participant's Individual Service Strategy, in addition to other
11 group activities that may be conducted with the Life Coach.

12 f) Youth Activities

13 In order to support the attainment of a secondary school diploma or its
14 recognized equivalent; entry into postsecondary education; entry into training;
15 attainment of a recognized postsecondary credential; career readiness for
16 participants; and placement in employment, the program shall provide
17 elements consisting of the following:

- 18 ■ Tutoring, study skills training, instruction, evidence-based dropout
19 prevention and recovery strategies leading to secondary school
20 completion or equivalent, or to recognized postsecondary credential;
- 21 ■ Alternative secondary school services or dropout recovery services;
- 22 ■ Paid and unpaid work experiences, including year-round
23 employment opportunities, pre-apprenticeships, internships, job
24 shadowing, and on-the-job training opportunities;
- 25 ■ Occupational skills training, with priority given to programs leading to
26 recognized postsecondary credentials aligned with in-demand
27 industry sectors/occupations;
- 28 ■ Education offered concurrently and in the same context as workforce
preparation activities and training for specific occupation or
occupational cluster;
- Leadership activities, including community service, peer-centered
activities encouraging responsibility and other positive social/civic
behaviors;
- Supportive Services;
- Adult Mentoring for at least 12 months;
- Follow-up Services for at least 12 months after Exit;
- Comprehensive Guidance and counseling;
- Financial Literacy Education;
- Entrepreneurial Skills Training;
- Labor market and employment information about in-demand industry
sectors;
- Preparation for transition to postsecondary education/training.

1 g) National Retail Federation Certificate

2 The Subrecipient, at a minimum, must offer the National Retail Federation
3 (NRF) Certificate as part of the required program for each participant. The
4 Subrecipient may also provide additional, industry recognized Credential
5 Programs, in which the expected outcome is the attainment of a degree, or
6 other recognized National Certifications and/or Industries that are High Wage
7 High Demand Career Pathways, Work-Based Learning, Work Experience
8 and/or Occupational Skills Training.

9 The Subrecipient may offer Occupational Skills Training (OST), and such
10 OST may include Industries that are High Wage High Demand.

11 1. The Subrecipient may offer Occupational Skills Training (OST). OST
12 may be conducted in a classroom setting and curriculum is designed
13 to meet the technical needs of the workplace. Occupational Skills
14 Training classes are categorized as training services under WIOA and
15 OST providers are required to be on the Eligible Training Provider
16 (ETPL) List, nationally recognized, approved by the California Bureau
17 for Private Post-Secondary Education (BPPE), or a higher education
18 provider. OST provides WIOA participants with the technical skills
19 necessary to perform a specific job or group of jobs. The duration of
20 OST activities varies based on many factors; however, the following
21 considerations will be applied to each participant: WIOA services are
22 intended to provide the participant with the most efficient and cost-
23 effective method for reaching educational/employment goals, with
24 employment being the ultimate goal. WIOA services and the financial
25 resources associated with WIOA are not intended to provide long-
26 term training services such as a four-year, post-secondary education
27 degree.

28 2. Individual Training Account Requirements:

- 29 a) Training is approved & listed on the ETPL.
- 30 b) Reasonable expectation of self-sufficient employment upon
31 completion of training.
- 32 c) The coursework can be completed in a reasonable time period.
- 33 d) The coursework is required for entry into a specific occupation.
- 34 e) There are no other viable options for services or training that will
35 lead a participant to self-sufficient employment.
- 36 f) The costs of training are feasible within the financial resources of
37 the Subrecipient budget.

38 h) Support for Youth

39 a. Supportive services may only be provided to enrolled WIOA Youth
40 Program participants in accordance with the Riverside County Economic
41 Development Agency-Workforce Development Division Policy (19-11).

1 Website address for locating above referenced policies may be found
2 under, Exhibit 6 WIOA Internet and Other Resources.

3 b. Examples of approved Support Services:

- 4 ■ Individual & Family Counseling
- 5 ■ Access to Information and Referrals
- 6 ■ Substance Abuse
- 7 ■ Teen Pregnancy
- 8 ■ Anti-Criminal/Gang Parenting Classes and Support
- 9 ■ Transportation
- 10 ■ Childcare Assistance
- 11 ■ Tuition Assistance
- 12 ■ Work-Related Clothing & Tool Follow-up Activities
- 13 ■ Adult Mentoring

14 i) Incentives

15 If applicable to the program budget, incentives may be provided to enrolled
16 youth for successful completion of a performance measurement. In order to
17 provide an incentive, the Subrecipient must meet the following standards for
18 participants:

- 19 ■ Participation and available incentive must be documented in Individual
20 Service Strategy, in VOS, and in case notes.
- 21 ■ Completion of course portfolio is mandatory.
- 22 ■ Attainment of a Certificate of Completion, copy in participant file.
- 23 ■ The amount of the incentive provided to each eligible youth may not
24 exceed \$400.
- 25 ■ The information must be approved by the Subrecipient Management
26 staff and clearly notated in the VOS case notes.
- 27 ■ Meet a Performance Measurement as set forth in the new Riverside
28 County Economic Development Agency-Workforce Development
Division WIOA Youth Program Policies & Procedures Manual (19-01).

29 j) Customer Satisfaction Survey

30 The Subrecipient will implement a customer survey to measure youth
31 satisfaction in the youth center. The Subrecipient must develop this process
32 in the beginning of the program and provide the County with an
33 implementation plan on the frequency and how outcomes results will be
34 reported. The data collected will be used to improve services to youth in the
35 county.

36 k) Follow-up After Exit

- 37 a. All youth participants must receive follow-up services for a minimum
38 duration of 12 months after Exit. Follow-up services may continue
beyond 12 months at the discretion of the Subrecipient. The types of

1 services provided and the duration of services must be based on the
2 needs of the youth.

3 b. Examples of Follow-up Services:

- 4 ▪ Job shadowing.
- 5 ▪ Career exploration activities.
- 6 ▪ Periodic group meetings or one-on-one meetings to discuss
7 educational or career options.
- 8 ▪ Use of technology to explore web sites and facilitate communication.
- 9 ▪ Telephone calls to inform youth of on-going career activities, e.g. job
10 fairs.
- 11 ▪ Exposure to postsecondary educational opportunities.
- 12 ▪ Community and service learning.
- 13 ▪ Peer-center activities including peer mentoring and tutoring.
- 14 ▪ Organizational, team-building, and leadership training.
- 15 ▪ Training in decision-making, including prioritizing.
- 16 ▪ Citizenship training, life skills training, parenting training, work-
17 behavior training, and resource budgeting training.
- 18 ▪ Positive social behavior training, including soft skills.
- 19 ▪ Regular follow-up with employer.
- 20 ▪ Job placement.
- 21 ▪ Home visit.
- 22 ▪ Positive social behavior training, including positive attitudinal
23 development, self-esteem building, cultural diversity training, and work
24 simulation activities.
- 25 ▪ Career planning and counseling.

26 c. The goal for follow-up services for Out-of-School Youth (16-24) is to
27 ensure job retention, wage gains, and career progress for individuals who
28 obtained unsubsidized employment as defined in the individual's
Individual Service Strategy (ISS). The goal of follow-up services for In-
School Youth (16 - 21) is to enable the individual to continue life-long
learning & achieve a level of self-sufficiency, as defined in the
participant's ISS.

d. The Subrecipient shall develop a follow-up assessment tool to determine
what type and amount of follow-up is needed. The tool shall include:
work history, reasons youth have previously left jobs or dropped out,
social skills, life skills crisis, stress management skills, attitude towards
work or school and barriers to employment and/or school completion.

e. The Subrecipient shall develop a written follow-up plan with youth before
they exit the program. The Plan should be agreed to and signed by the
participant. The plan should include the following: retention or follow-up
assessment, list of people and resources youth could use, goals to reach
while in job and before quitting, goals to reach in school before
graduation, plans for transportation, childcare and alternative contacts
that include name, address, phone number, email address.

- 1 f. The Subrecipient's follow-up plan, while holding the participant
2 accountable for their actions, must track the following areas:
- 3 ▪ Develop reminder system for sending out letters, or scheduling
4 telephone contacts.
 - 5 ▪ Be respectful of youth's work and home life.
 - 6 ▪ Maintain high expectations and plenty of support.
 - 7 ▪ Provide additional support, as necessary, which could include,
8 counseling and supportive services.
 - 9 ▪ The Subrecipient may include guiding principles (discussed below)
10 during the follow-up period. The objective is to match follow-up
11 services to the youth's characteristics, needs and personal situation.
12 The Subrecipient shall consider age, needs, at-risk status, family,
13 school, personal support system, and workplace hours.
- 14 g. The following are key operating principles for employment and education
15 retention and career advancement:
- 16 ▪ Close mentoring relationship.
 - 17 ▪ High expectations.
 - 18 ▪ Smooth transition: pre-placement activities - placement - follow-up
19 activities.
 - 20 ▪ Meeting physical and emotional needs as well as vocational needs.
 - 21 ▪ Non-intrusive contact with employers.
 - 22 ▪ Access to better jobs.

23 6. Performance Standards

24 The County will utilize Management Information Systems (MIS) reports, derived from
25 the Virtual One Stop (VOS) database to measure the Subrecipient's performance
26 throughout the term of the Agreement. Subrecipient needs to maximize exit
27 strategies to coincide with performance measurements. Should Subrecipient
28 conceal or give the appearance of exits being withheld in the program year and
carried over to the new program year as negatives to attain performance
measurement in the current year, the Subrecipient will undergo an evaluation to
determine if a refund is due back to the County.

WIOA Performance Measurement	Minimum Standard	Description of Measurement
Placement in Employment, Education, or Training	65%	The percentage of participants who are in education or training services, or in unsubsidized employment during Q2 after exit
Credential Rate	75%	The percentage of participants who enrolled in education at date of participation or at any point during the program and by Q3 after exit; obtain Diploma, GED or recognized credential/certificate.

Retention in Employment, Education, or Training	70%	Percentage of program participants who, are in unsubsidized employment; in education; or in training during Q4 after exit.
Average Hours Employed	23.8 hours per week	The average hours worked per week of those program participants employed in Q2 after exit.
In-Program Skill Gain (Measured prior to Exit)	85%	Percentage of participants who during a program year achieve measurable skills gain.

7. Virtual One Stop Database System

All data required for the youth program will be recorded in the Virtual One Stop (VOS) System. The Subrecipient will be assigned logins, training and information on how to query program data. Data will be validated according to documents uploaded via document imaging. Subrecipients will data enter programs components into VOS, also referred to as www.caljobs.com. The Subrecipient will use the Youth Workforce Membership Profile (Form 448-50). The VOS system will require a secondary review by the Subrecipient, known as, certification review. Each Subrecipient will need to assign a knowledgeable staff person to review the eligibility to include Individual Services Strategy (ISS), case notes and certify in VOS. Subrecipient will data-enter enrollment activities into VOS. A list of enrollment activities will be provided to the Subrecipient by the County on acceptable activity codes that coincide with VOS codes. All attainments of degree or recognized postsecondary credential, GED/HS Diploma credentials, entered employment, post-secondary education exits and follow-up, will be submitted to the Workforce Development Center (WDC)/Management Information System (MIS) unit, via document imaging.

For eligibility and enrollments, the YOC's are required to scan all required documents and forms into VOS. This will allow for remote access to information and reduce unnecessary delivery of paperwork to the Riverside WDC for data entry.

For outcomes, exits, and follow-up, all based on VOS (CalJobs), YOC staff must upload all applicable forms and back-up documentation to www.caljobs.com and email the Youth Opportunity Center Document Transmittal (Form Youth 448-49) to the following email address: YOC_inbox@rivcoeda.org. The Subrecipient must utilize and complete the Youth Program Closure Checklist (Form Youth 448-51), when submitting any performance-related enrollment closeouts, exits or follow-ups for data-entry.

Exhibit 2 – PY 2016-17 Monthly Enrollment Plan

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Total PY 15/16 Carried in	Total PY 16/17 Enrollments
ISY	ISY
OSY	OSY
TOTAL	TOTAL

Monthly		
	New OSY Enrollments (90 min%)	New ISY Enrollments (10% max)
July		
August		
September		
October		
November		
December		
January		
February		
March		
April		
May		
June		
SUBTOTAL		
TOTAL		

Exhibit 3 - Program Budget

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Exhibit 4- Performance Measurement Invoice

(For use by for Profit Agencies)

INVOICE

TOTAL PROFIT AVAILABLE:

\$

Payment Table

<u>Performance Measurement</u>	<u>Benchmark</u>	<u>Actual Benchmark</u>	<u>Benchmark Attained</u>	<u>Percent of Profit allowed</u>	<u>Amount</u>
Enrollment	40%		<input type="checkbox"/> Yes <input type="checkbox"/> No	20%	\$
Literacy and Numeracy Gain	20%		<input type="checkbox"/> Yes <input type="checkbox"/> No	20%	\$
In-Program or Other Skill Gain	85%		<input type="checkbox"/> Yes <input type="checkbox"/> No	20%	\$
Credential Attainment	75%		<input type="checkbox"/> Yes <input type="checkbox"/> No	20%	\$
Placement in Employment or Education or Training	65%		<input type="checkbox"/> Yes <input type="checkbox"/> No	20%	\$
TOTAL Invoice				100%	

Legend for Performance Measurement and Definition

Enrollment	The process by which individuals register to become a planned participant with a government program
Literacy and Numeracy Gain	Of those <u>in-school</u> or <u>out of school youth</u> who are <u>basic skills deficient</u> , 85% of enrolled youth must attain a Literacy/Numeracy Gain, (increase one or more educational functioning levels), within one year from date of participation.
In-Program Skill Gains	Defined as percentage of program participants who, during a program year, are in education or training that leads to a recognized postsecondary credential or to employment <u>AND</u> who achieve measurable skill gains toward such a credential or toward employment. (<i>Measured prior to Exit</i>)
Credential Rate	Defined as percentage of program participants who obtain a recognized postsecondary credential, or a secondary diploma/ equivalent* during program participation or within 1 year after Exit. [<i>*Secondary diploma/ equivalent only counts if participant has also obtained/retained employment OR is in education or training that leads to a recognized postsecondary credential.</i>]
Placement in Employment, Education, or Training:	Defined as percentage of program participants who are in unsubsidized employment or in education or in training during Q2 after Exit.

Exhibit 5 - Cost Allocation Plan

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Exhibit 6 – Vendor Service Contract (County-Approved)

Service Contract Between

I. Introduction

This Vendor Service Contract (VSC) is hereby entered into by TEMPLATE, hereinafter referred to as the “Agency”; and the County of Riverside, hereinafter referred to as “Vendor”. Jointly, the “Agency” and the “Vendor” are hereinafter referred to as the “Parties.”

II. Background

This VSC between the Parties is committed to a seamless system of youth services to meet the education, employment and development needs of youth ages 16-24. The Agency will provide a continuum of comprehensive services to youth over a period of time sufficient to prepare for a successful transition to the workforce and for continued/advanced education and training. Services provided under this Agreement must comply with the Workforce Innovation and Opportunity Act (WIOA).

III. Purposes

The purpose of this VSC is intended to provide a description of services to be provided by the Vendor in support of WIOA youth programs in Riverside County.

- A. Services provided must support the mission and vision of the Riverside County Youth Opportunity Centers.
- B. Services must be coordinated with the Agency and be tailored to help the youth achieve a positive outcome.

IV. Authority

Nothing in this VSC alters or supersedes the authorities and responsibilities of any of the Parties on any matter under their respective areas.

- A. The authorities of the Agency to enter into this VSC include, but are not limited to:
 - 1. The Workforce Innovation and Opportunity Act, et al.
 - 2. Federal, state, and local laws, regulations, and policies and amendments thereto.
 - 3. Internal policies and procedures governing the Agency.

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V. Description of Services

A. Vendor responsibilities:

1. Name of Service to be provided
2. How often, dates, times
3. When
4. Where
5. Licenses – Vendor, its employees, and agents, shall maintain professional licenses required by local, State, and Federal laws at all times while performing services under this VSC.
6. Vendor shall conduct criminal background checks through the California Department of Justice of all employees providing services to the Agency pursuant to Education Code 45125.1. Vendor shall provide a signed certification stating that criminal background checks have been conducted and that no employee has been convicted of any serious or violent felonies, as specified in Penal Code Sections 1192.7,c and 667.5 (c), respectively. Vendor shall also provide a list of all employees providing services to the Agency.

B. Agency responsibilities:

1. Will provide resources, facilities and core services at the local youth center.
2. Agree to make written referrals to one another for services and activities to individuals, where appropriate.
3. Referrals shall be marked with respect to each parties target group, eligibility requirements, and performance standards and expectations.

C. The Parties responsibilities:

1. Cooperate in the exchange of program information, best practices and measurement of participant's attainment in the interest of implementing this VSC.
2. Identify information gaps which, if filled, will benefit cooperating parties and provide opportunities.
3. Conduct program coordination meetings, as necessary.
4. Conduct training, conferences, seminars and education programs, together or in partnership with other parties, as appropriate.
5. Jointly develop and implement mutually acceptable processes for intake, referral and will train their staff on the services of the participating Vendor.
6. The parties agree to evaluate this process periodically and to modify it based on changing requirements and/or agreed upon needed improvements.

VII. Funding

This VSC does not obligate any funds from any Party -OR- The VSC does obligate funds from the Agency to the Vendor in the amount of, not exceeding, \$ _____ for the term of July 1, 2016 to June 30, 2017.

- A. Subject to the availability of WIOA funds, each Party agrees to fund their own expenses associated with the implementation of this VSC. *(to be used in Non-financial VSCs) -*

1 **OR-** Subject to the availability of WIOA funds, the Agency agrees to pay for services in
agreement with Section VII. *(to be used Financial VSCs)*

- 2 B. Nothing contained herein shall be construed as obligating any Federal Party to any
3 expenditure or obligation of funds in excess or in advance of appropriations, in
accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.
- 4 C. Invoicing: the Vendor will submit an itemized monthly or quarterly invoices with a
5 participant sign in sheet with date, services provided and documentation of service
benefit to participant (i.e., lesson plans, topics covered, handouts, etc.)
- 6 D. Activities not allowed under this VSC:
7 1. Political activities.
8 2. Charging participants a fee for placement or referral into a WIOA activity.
9 3. Displacement of employees by any WIOA participants.
4. The promotion or deterrence of union organization.

9 **VIII. Implementation, Amendment, and Termination**

- 10 A. This VSC is effective upon signature and dated by the final approving Party as
11 indicated below.
- 12 B. This VSC will expire on June 30, 2017, unless terminated, extended, or renewed in
writing. The terms or conditions of such extension or renewal will be in writing and
13 require the signature of the Agency and the Vendor.
- 14 C. This VSC may be amended through written agreement of all signatories. Copies of the
amendment must be provided to the Parties of this Agreement.
- 15 D. This VSC may be terminated prior to the expiration date by providing 30 calendar days
16 written notice of termination to the other Party.

17 **IX. Records**

- 18 A. Any records or documents generated as a result of this VSC shall become part of the
19 official record maintained and controlled by the Party that originated creation of the
document or that has ownership of the information.
- 20 B. Any requests for release of records associated with the implementation of this VSC to
21 anyone outside of the Parties must be determined based on applicable laws including
the Freedom of Information Act and Privacy Act.

22 **X. Indemnification**

23 The Agency agrees to indemnify and hold harmless the Vendor, its officers, employees, agents,
and volunteers from any and all liabilities for injury to persons and damage to property arising
24 out of any negligent act or omission of the Agency in connection with this VSC.

25 Vendor agrees to indemnify and hold harmless the Agency from any and all liabilities for injury
to persons and damage to property arising out of any negligent act or omission of the Vendor,
26 its officers, employees, agents or volunteers in connection with this VSC.

In the event the Vendor and/or the Agency is found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this VSC, the Vendor and/or the Agency shall indemnify the other to the extent of its comparative fault.

XI. Insurance

The Vendor and Agency will maintain professional liability, general liability, and Workers' Compensation Insurance. The Vendor and Agency warrant they have adequate professional liability, general liability and Workers' Compensation to provide coverage for liabilities arising out of the Vendor and Agency performance of this VSC.

XII. Dispute Resolution Process

The Agency agrees to use the established Workforce Innovation and Opportunity Act (WIOA) or the County grievance process to resolve disputes with the Vendor.

XIII. Conformity with Applicable Law

In providing all services under this VSC, the Vendor shall abide, be governed and construed by all applicable federal, state and local statutes, ordinances, rules, regulations and standards, as well as, the standards and requirement imposed upon the Agency by federal and/or state agencies providing funding to the Agency for the purchase of supplement services.

XIV. Assurances and Certifications

The Vendor's, authorized representative, in signing this Agreement, certifies, acknowledges and agrees to comply with the following:

1. WIOA Subrecipient shall comply with all applicable terms and provisions contained in the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128.
2. Affirmative Action Compliance Program of the County of Riverside (known as the Riverside County Minority/Women Business Enterprise [M/WBE] Policy) and rules and regulations adopted pursuant thereto, Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the Provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs, the California Fair Employment Practice Act, California Public Contracts Code 2000, and other applicable federal, state and county laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereinafter enacted.
3. Anti-Kickback Act (1986) prohibits any payment or gratuity made for the purpose of inducing award of a subcontract or prime contract with the federal government.
4. Child Support Compliance Act enforces the importance of the child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earning assignment orders, as provided in Chapter 8, section 5200 of Part 5 of Division 9 of the Family Code, and that to the best of its knowledge is fully complying with earnings assignment order of all employees and is providing names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).
5. Corporate Registration the Subrecipient, if it is a corporation, certifies it is registered with the Secretary of the State of the State of California.

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6. Debarment and Suspension certification, the Subrecipient hereby assures and certifies that the Subrecipient will comply with the regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I that the prospective participant, to the best of its knowledge and belief, that it and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or restrictions of records, making false statements, or receiving stolen property; are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated above; have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause of default. Where the Subrecipient is unable to certify to any of these statements in this certification such prospective entity shall immediately notify the County before signing the Agreement.
7. Drug Free Workplace comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions: publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations; establish a Drug-Free Awareness Program to inform employees about the following:
- a. The dangers of drug abuse in the workplace;
 - b. The person's or organization's policy of maintaining a drug free workplace;
 - c. Any available counseling, rehabilitation and employee assistance programs; and,
 - d. Penalties that may be imposed upon employees for drug abuse violations
 - e. Every employee who provides services under this Agreement will:
receive a copy of the company's drug-free policy statement; and agree to abide by the terms of the company's statement as a condition of employment.
8. Environmental Protection Regulations
- a. Clean Air Act (42 U.S.C. 7401-7671q.); Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient ensures that it complies with all applicable standards, order, or requirements under the Clean Air Act, the Federal Water Pollution Control Act, Executive Order 11738, and EPA regulations. The authorized representative, in signing this Agreement, certifies that he/she has read and that his/her agency is in compliance with all terms.
 - b. Energy Policy and Conservation Act - Mandatory standards and policies relating to energy efficiency which are contained the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
 - c. Air or Water pollution Violation, not be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air

pollution district; subject to cease and desist order not subject to review issued pursuant prohibitions; or finally determined to be in violation of provisions of federal law relating to air and water pollution.

9. Fair Labor Standards Act (1938) provides minimum wage and overtime requirements. Under FLSA, all non-exempt employees are entitled to cash overtime for all hours worked over 40 in a workweek. The Act, as amended by the Minimum Wage Increase Act of 1996, is enforced by the Wage and Hour Division of the Department of Labor and private lawsuits.
10. Family Educational Rights and Privacy Act of 1974 and related state law and regulations require the proper disclosure of individually identifiable records. All state and County information is confidential when it identifies an individual or an employing unit. Confidential information requires special precautions such as, but not limited to, locked files, computer passwords, and assigned staff access, to protect it from loss, unauthorized use, access, disclosure, modification and destruction.
11. Family and Medical Leave Act (1991) requires that employers, with 50 or more employees, provide up to 12 weeks of unpaid leave, with any 12-month period, to employees for the care of a newborn or adopted child, for the care of a seriously ill family member, or for treatment and care of the employee's own serious medical condition. The Act is enforced by the Wage and Hour Division of the Department of Labor.
12. Immigration Reform and Control Act (1986) requires employers to verify that applicants for employment are authorized to work in the United States. The Act provides civil and criminal penalties for knowingly employing unauthorized aliens and prohibits discrimination based on national origin or citizenship if the alien is authorized to work. The Act is enforced by the Department of Justice and the Immigration and Naturalization Service.
13. Jobs for Veterans Act (Public Law 107.288): By signing this Agreement, the Subrecipient hereby assures and certifies that it will comply with the provisions of this Act and establish a priority for service for veterans (and some spouses) who otherwise meet the eligibility requirements for participation in the program.
14. Military Selective Service Act shall be insured by the Secretary that each individual participating in any WIOA program or receiving any assistance or benefit under this chapter has not violated section three (50 U.S.C. App. 453) by not presenting and submitting to registration as required pursuant to such section. The Director of the Selective Service System shall cooperate with the Secretary in carryout out this section.
15. False Claims Act ("FCA") provides, in pertinent part, that: (a) Any person who (1) knowingly presents, or causes to be presented, to an officer or employee of the United States Government or a member of the Armed Forces of the United States a false or fraudulent claim for payment or approval; (2) knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government; (3) conspires to defraud the Government by getting a false or fraudulent claim paid or approved by the Government; or (7) knowingly makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the Government; Is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages which the Government sustains because of the act of that person. (b) For purposes of this section, the terms "knowing" and "knowingly" mean that a person, with respect to information (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information, and no proof of specific intent to defraud is required. While the False Claims Act imposes liability only when the claimant acts

1 “knowingly,” it does not require that the person submitting the claim have actual
2 knowledge that the claim is false. A person, who acts in reckless disregard or in
3 deliberate ignorance of the truth or falsity of the information, also can be found liable
4 under the Act. In sum, the False Claims Act imposes liability on any person who
5 submits a claim to the federal government that he or she knows (or should know) is
6 false. The False Claims Act also imposes liability on an individual who may knowingly
7 submit a false record in order to obtain payment from the government. The third area
8 of liability includes those instances in which someone may obtain money from the
9 federal government to which he may not be entitled, and then uses false statements
10 or records in order to retain the money. In addition to its substantive provisions, the
11 FCA provides that private parties may bring an action on behalf of the United States.
12 31 U.S.C. 3730 (b). These private parties, known as “*qui tam* relators,” may share in
13 a percentage of the proceeds from an FCA action or settlement. Section 3730(d)(1)
14 of the FCA provides, with some exceptions, that a *qui tam* relator, when the
15 Government has intervened in the lawsuit, shall receive at least 15 percent but not
16 more than 25 percent of the proceeds of the FCA action depending upon the extent
17 to which the relator substantially contributed to the prosecution of the action. When
18 the Government does not intervene, section 3730(d)(2) provides that the relator shall
19 receive an amount that the court decides is reasonable and shall be not less than 25
20 percent and not more than 30 percent. The FCA provides protection to *qui tam*
21 relators who are discharged, demoted, suspended, threatened, harassed, or in any
22 other manner discriminated against in the terms and conditions of their employment
23 as a result of their furtherance of an action under the FCA. 31 U.S.C. 3730(h).

16. National Labor Relations Board certifies that no more than one final unappealable
17 finding of contempt of court by a federal court has been issued against the
18 Subrecipient within the immediately preceding two-year period because of
19 Subrecipient failure to comply with an order of a federal court which orders the
20 Subrecipient to comply with an order of the National Labor Relations Board.

17. Nondiscrimination Clause the conduct of the parties to this Agreement will be in
21 accordance with Title VI of the Civil Rights Act of 1964 and the Rules and
22 Regulations promulgated there under the provision of the WIOA, Section 188. As a
23 condition to the award of financial assistance from the Department of Labor under
24 Title I of WIOA, the Subrecipient assures that I will comply fully with the
25 nondiscrimination and equal opportunity provision of the following laws: Section 188
26 of the WIOA, which prohibits discrimination against all individuals in the United States
27 on the basis of race, color, religions, sex national origin, age disability, political
28 affiliation or belief, and against beneficiaries on the basis of either citizenship status
as a lawfully admitted immigrant authorized to work in the United States or
participation in any WIOA Title I-financially assisted or activity; Title VI of the Civil
Rights Act of 1964, as amended, which prohibits discrimination on the basis of race,
color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended,
which prohibits discrimination against qualified individual with disabilities; The Age
Discrimination Act of 1975, as amended, which prohibits discrimination on the basis
of age; and Title IX of the Education Amendments of 1972, as amended, which
prohibits discrimination on the basis of sex in educational programs. The
Subrecipient assures that it will comply with Uniform Guidance 2 CFR Part 200, DOL
Exceptions 2 CFR Part 2900 and all other regulations implementing the laws listed
above. This assurance applies to the Subrecipients operations of the WIOA Title I-
financially assisted program or activity, and to all agreement that the grant applicant
makes to carry out the WIOA Title –financially assisted program or activity. The grant
applicant understands that the United States has the right to seek judicial
enforcement of this assurance. The Subrecipient will conform to nondiscrimination
provisions of the WIOA and other federal nondiscrimination requirement as referred

1 in WIOA Sec. 188. WIOA Sec. 184 (f): Discrimination Against Participants: If the
2 County determines that any recipient under WIOA Title I has discharged or in any
3 other manner discriminated against a participant or against any individual in
4 connection with the administration of the program involved, or against any individual
5 because such individual has filed any complaint or instituted or caused to be
6 instituted any proceeding under or related to WIOA Title I, or has testified or is about
7 to testify in any such proceeding or investigation under or related to WIOA Title I, or
8 otherwise unlawfully denied to any individual a benefit to which that individual is
9 entitled under the provision of WIOA Title I or the County's regulations, the County
10 shall, within 30 days, take such action or order such corrective measures, as
11 necessary, with respect to the recipient or the aggrieved individual, or both.

12 18. The Subrecipient assures that it has an EEO policy that complies with the non-
13 discrimination and equal opportunity provisions of WIOA and its implementing
14 regulations. That Subrecipient assures that its EEO policy covers staff and
15 participants served under this Agreement and that it does not discriminate, on the
16 basis of race, color, religion, national origin, physical/mental handicap, sex, political
17 affiliations or beliefs and ages, in the selection of participants and staff personnel.
18 The policy shall cover, but not be limited to, the following: employment, promotion,
19 demotion or transfer, recruitment or recruitment advertising, layoff or termination,
20 rates of pay or other forms of compensation and selection for training. The
21 Subrecipient will take action to ensure that applicants, participants or employees are
22 treated during training/employment without regard to their race, color, religion, sex,
23 national origin, age, handicap or political affiliation or beliefs. Such action shall
24 include, but not be limited to, the following: employment, upgrading, demotion or
25 transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or
26 other forms of compensation and selection for training, including apprenticeship. The
27 Subrecipient agrees to post, in conspicuous places available to employees and
28 applicants for employment and/or training, notices setting forth the provision of this
non-discrimination clause. In the event of the Subrecipient's non-compliance with the
non-discrimination clauses of this Agreement or with any of such rules, regulations,
or orders, this Agreement may be canceled, terminated or suspended in whole or in
part, and the Subrecipient may be declared ineligible for further government contracts
in accordance with policies authorized in Executive Order 11246 of 1965, last
amended 1996, and the Equal Employment Opportunities Act of 1972 and the
amendments to the Civil Rights Act of 1991.

19 19. Occupational Safety and Health Act (1970) requires all employers to provide a work
20 place that is free from recognized hazards that cause, or are likely to cause, death or
21 serious physical harm to employees. The Act also establishes the Occupational
22 Safety and Health Administration that is responsible for promulgating workplace
23 safety standards and regulations for various industries. The Act is enforced by the
24 Occupational Safety and Health Administration.

25 20. Political Reform Act (of 1974, amended in 1996) requires each state and local
26 agency to adopt a conflict of interest code. Conflict of interest codes are required to
27 prohibit officials of any state or local government agency from making, participating or
28 in any way attempting to use their official position to influence a governmental
decision in which the official knows or has reason to know that he or she has a
financial interest.

29 21. Sectarian Activities are not permitted and does not provide for the advancement or
30 aid to any religious sect, church or creed, or sectarian purpose nor does it help to
31 support or sustain any school, college, university, hospital or other institution
32 controlled by any religious creed, church or sectarian denomination whatsoever, as
33 specified by Article XVI, Section 5, of the Constitution regarding separation of church
34 and state.

- 1 22. Vietnam Era Veteran's Readjustment Assistance Act (1974) makes it unlawful for
2 employers to discriminate against veterans of the Armed Forces in their employment
3 practices. It also provides veterans with certain reemployment, seniority, health
4 benefit, and pension rights with respect to prior employment.
5 23. Whistleblower Protection Statutes (1989) protect employees of financial institutions
6 and government Subrecipients from discriminatory and retaliatory employment
7 actions because of reporting violations of the law to federal authorities. The Act is
8 enforced by the Wage and Hour Division of the Department of Labor.

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11 IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to
12 execute this Agreement.
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14 **Subrecipient:**

Vendor:

15 Signature: _____

Signature: _____

16 Print Name:

Print Name:

17 Title:

Title:

18 Dated: _____

Dated: _____