

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



**ITEM
3.7
(ID # 5452)**

MEETING DATE:

Tuesday, November 7, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) / WORKFORCE DEVELOPMENT
DIVISION: Allocation of Funding and Approval of Service Agreements between
the County of Riverside and California Manufacturing Technology Consulting and
Instructional Access Inc. / Rapid 3D MFG Inc., to provide Business Process
Improvement Services for Program Year 2017/18, All Supervisorial Districts.
[\$100,000] 100% Title I Workforce Innovation and Opportunity Act Rapid
Response and Lay-Off Aversion ; CEQA Exempt funds.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA)
pursuant to State CEQA Guidelines Section 15061(b)(3);

ACTION: Policy

Robert Field, Assistant County Executive Officer/EDA 10/24/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: November 7, 2017
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Approve an allocation of Workforce Innovation and Opportunity Act (WIOA) Rapid Response funds in the not to exceed amount of \$100,000 to be allocated as follows, (i) \$50,000 for California Manufacturing Technology Consulting (CMTC) to provide business process improvement services to County of Riverside businesses under the WIOA Rapid Response and Lay-off Aversion Program during the period October 1, 2017 through June 30, 2018 for Program Year 2017/2018, and (ii) \$50,000 for Instructional Access, Inc. / Rapid 3D MFG Inc., to provide business process improvement services to County of Riverside businesses under the WIOA Rapid Response and Lay-off Aversion Program during the period October 1, 2017 through June 30, 2018 for Program Year 2017/2018;

3. Approve the attached form of Service Agreement for Business Process between the County and CMTC for the period October 1, 2017 through June 30, 2018 (Program Year 2017/2018), in the maximum total amount of \$50,000 (CMTC Agreement) and the attached form of Service Agreement for Business Process between the County and Instructional Access, Inc. and Rapid 3D MFG Inc., for the period October 1, 2017 through June 30, 2018 (Program Year 2017/2018), in the maximum total amount of \$50,000 (Instructional Access Agreement);

4. Authorize the Assistant County Executive Officer/EDA, or designee, to sign a CMTC Agreement and Instructional Access Inc. Agreement, each substantially conforming in form and substance to the attached agreements, subject to approval by County Counsel; and

5. Authorize the Assistant County Executive Officer/EDA, or designee, to take the necessary steps to implement the CMTC Agreement and Instructional Access Inc. / Rapid 3D MFG Inc. Agreement, including, but not limited to, signing subsequent essential and relevant documents, and executing any non-substantive amendments provided the maximum contract amount is not increased, subject to approval by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 100,000	\$ 0	\$ 100,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Title I Workforce Innovation and Opportunity Act Funds 100%			Budget Adjustment:	No
			For Fiscal Year:	17/18

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

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Summary

In support of the Workforce Development Board's (WDB) Strategic Plan, the Economic Development Agency/Workforce Development Division released the following Requests for Proposals (RFP) (i) an RFP for Business Process Improvement Services on September 28, 2015, (manufacturing sectors) program years 2015/16, 2016/17, and 2017/18, and (ii) an RFP for Business Process Improvement Services (non-manufacturing sectors) on June 20, 2016, for program years 2016/17, 2017/18 and 2018/19. The purpose of the procurement was to complement both rapid response and job retention for businesses struggling to remain competitive.

Business process improvement services include assistance with lay-off aversion, job-retention services, strategic and financial planning, quality assurance, energy efficiency, IT systems and human resource development. The successful bidder was expected to provide several services to the business, customized based on their need, such as, developing methods to adapt to rapid growth, customer demand and how to manage business processes more efficiently. Upon reviewing the proposals submitted, the County selected California Manufacturing Technology Consultants (CMTC) to cover the manufacturing sectors and Instructional Access Inc. and Rapid 3D MFG, Inc. (collectively, "Instructional Access Inc.") to cover the non-manufacturing sectors. Each entity was selected as the most responsive and responsible bidders for the respective procurements, and were recommended to the WDB for contract awards.

The County and CMTC entered into a Service Agreement for Business Process Improvement Services dated January 1, 2016, which expired on June 30, 2016 and a subsequent agreement for the same services dated September 1, 2016, which expired on June 30, 2017. Results of this partnership with the Riverside County WDB provided manufacturing sector business process improvement and layoff aversion services to 16 manufacturers resulting in 175 jobs retained, \$1,772,000 in cost savings and \$45,939,960 in revenues (new and retained sales).

The County and Instructional Access Inc. entered into a Service Agreement for Business Process Improvement Services dated November 1, 2016, which expired on June 30, 2017. Results of this partnership with the Riverside County WDB provided non-manufacturing sector business process improvement and layoff aversion services to five non-manufacturing industries resulting in 57 jobs retained, \$226,000 in cost savings and \$15,880,000 in revenues (new and retained sales).

To avoid an interruption in these beneficial services, staff desires to enter into a new contract with both CMTC and Instructional Access Inc. to continue provision of these beneficial services. The proposed Service Agreement for Business Process Improvement Services between the County and California Manufacturing Technology Consultants and the proposed Service Agreement for Business Process Improvement Services between the County and Instructional Access Inc. are each attached (collectively, Business Process Improvement Services

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Agreements). Each agreement will have a one year term commencing on October 1, 2017 and terminating on June 30, 2018, with a maximum contract amount of \$50,000 each.

The proposed Business Process Improvement Services Agreements were reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption. The project relates to the provision of lay-off aversion, job-retention services, strategic and financial planning, quality assurance, energy efficiency, IT systems and human resource development, and it can be seen with certainty that there is no possibility that the aforementioned services may have a significant effect on the environment, and will not lead to any direct or reasonably indirect physical environmental impacts, as they will have purely financial and administrative impacts.

Staff recommends approval of the allocation of Title I Workforce Innovation and Opportunity Act Funds in the not to exceed amount of \$100,000 to CMTc and Instructional Access Inc., and the proposed Business Process Improvement Services Agreements. The Business Process Improvement Services Agreements have been approved by County Counsel as to form.

Impact on Residents and Businesses

When businesses close or lay-off workers the Business Solutions Team at Riverside County can provide immediate on-site services to assist workers facing job loss. Rapid Response provides early intervention assistance to transition workers to their next employment as soon as possible. Lay-off aversion provided through business process improvement services assists businesses to become more efficient, improve productivity, grow the business, remain competitive, retain workers and save costs.

SUPPLEMENTAL:

Additional Fiscal Information

In FY 2017/18 there will be \$100,000 in costs. No County costs will be incurred and no budget adjustment is required. All amounts paid with Title I Workforce Innovation and Opportunity Act (WIOA) Rapid Response Funds.

Contract History and Price Reasonableness

Business Process Improvement Services have been provided by CMTc for the past five years and by Instructional Access Inc. / Rapid 3D MFG Inc. for one year, during PY 2016/17. Costs of the agreements have remained competitive and reasonable based upon both contractor's knowledge and demonstrated track record in providing Business Process Improvement Services to businesses.


ATTACHMENTS:

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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- Service Agreements for CMTC & Instructional Access Inc. / Rapid 3D MFG Inc.

rf:hm:ch:ls:rs:hr MT 5452


Rekini Dasika, Principal Management Analyst 10/30/2017


Gregory F. Priaplos, Director County Counsel 10/25/2017

Agreement Number: PY2017/2018-501-502-IAR3DM

SERVICE AGREEMENT

For

Business Process Improvement Services

Between

COUNTY OF RIVERSIDE

And

Instructional Access, Inc. and Rapid 3D MFG Inc.



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1 This Service Agreement for Business Process Improvement Services
2 ("Agreement"), made and entered into this 1st day of October 2017, by and between
3 INSTRUCTIONAL ACCESS, INC. , a California corporation and RAPID 3D MFG INC., a
4 California Corporation, referred to collectively herein as the "CONSULTANT" and the
5 COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and
6 through its Economic Development Agency (EDA), Workforce Development Division
7 (WDD), referred to herein as the "COUNTY".

8 RECITALS

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

12 WHEREAS, WIOA gives responsibility for administering the Rapid Response and
13 Lay-Off Aversion program to state and local workforce agencies such as the COUNTY,
14 and WIOA and state staff directly provide Rapid Response and Lay-Off Aversion
15 services. WIOA funds are used to pay for Rapid Response and Lay-Off Aversion
16 services;

17 WHEREAS, Rapid Response and Lay-Off Aversion assistance is available to
18 businesses affected by economic expansion and/or declining industries;

19 WHEREAS, in connection with the Rapid Response and Lay-Off Aversion
20 services, the COUNTY issued a Request for Proposal (RFP) on June 20, 2016, to solicit
21 Business Process Improvement Services (Non-Manufacturing Sectors) for Program
22 Years 2016-2018; with subsequent annual agreements approved based upon meeting
23 performance outcomes and COUNTY receiving WIOA funding for Rapid Response and
24 Lay-Off Aversion services;

25 WHEREAS, CONSULTANT responded to the RFP and based on
26 CONSULTANT'S prior experience with business process improvement strategies,
27 COUNTY awarded CONSULTANT with an allocation of WIOA Rapid Response and Lay-
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1 Off Aversion funds. The RFP and CONSULTANT'S response are each incorporated
2 herein by this reference;

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5 WHEREAS, in connection with the aforementioned RFP, COUNTY and
6 CONSULTANT entered into a Service Agreement dated November 1, 2016 ("Service
7 Agreement"), which expired on June 30, 2017;

8 WHEREAS, pursuant to the Service Agreement CONSULTANT worked with
9 businesses in the County by providing business process improvement strategies, such
10 as lay-off aversion, job retention services, strategic and financial business planning,
11 quality assurance, energy efficiency, IT systems and human resource development; and

12 WHEREAS, based on CONSULTANT'S expertise, special skills, knowledge and
13 experience in business process improvement services, COUNTY desires to enter into a
14 new contract with the CONSULTANT to continue providing business process
15 improvement services for the COUNTY, as more specifically set forth in the Agreement
16 below.

17
18 NOW THEREFORE, based upon the foregoing Recitals and for good and
19 valuable consideration, the receipt and sufficiency of which is acknowledged by all
20 Parties, the COUNTY and CONSULTANT hereby agree as follows:

21 **1. Description of Services**

22 **1.1** The CONSULTANT shall provide business process improvement services
23 as outlined and specified in the SCOPE of SERVICE, attached hereto as Exhibit "A" and
24 incorporated by this reference, and the RFP, at the not to exceed fee stated in Paragraph
25 3.1. The RFP and CONSULTANT'S response to the RFP submitted on July 14, 2016
26 are each hereby incorporated herein by this reference.

27 **1.2** The CONSULTANT represents that it has the experience, personnel,
28 equipment, and facilities necessary to fully and adequately perform under this Agreement

1 and the COUNTY relies upon this representation. The CONSULTANT shall perform to the
2 satisfaction of the COUNTY and in conformance to and consistent with the highest standards
3 of professional CONSULTANT'S in the same discipline in the State of California.

4 **1.3** The CONSULTANT affirms that it is fully apprised of all of the work to be
5 performed under this Agreement; and the CONSULTANT agrees it can properly perform this
6 work at the fee stated in Paragraph 3.1. The CONSULTANT is not to perform services or
7 provide products outside of the Agreement, unless by written request by the COUNTY.

8 **1.4** Acceptance by the COUNTY of CONSULTANT'S performance under this
9 Agreement does not operate as a release of the CONSULTANT'S responsibility for full
10 compliance with the terms of this Agreement.

11 **2. Period of Performance**

12 **2.1** The CONSULTANT shall perform the scope of services for the COUNTY
13 in a timely manner and to COUNTY'S satisfaction, as more specifically set forth in Exhibit
14 A, SCOPE OF SERVICE, and the payment schedule attached hereto as Exhibit "B" as
15 incorporated herein by this reference as such services are necessary for the provision
16 of business process improvement services. This Agreement shall commence on
17 October 1, 2017 and expire on June 30, 2018, unless terminated earlier as provided
18 herein.

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20 **3. Compensation**

21 **3.1** The total amount of compensation paid to the CONTRACTOR under this
22 Agreement for the period October 1, 2017 through June 30, 2018, to provide the services
23 provide in the Scope of Services attached as Exhibit A, shall not exceed the maximum
24 amount of Fifty Thousand Dollars Dollars (\$50,000.00) including all expenses, which
25 shall be paid pursuant to the Payment Schedule set forth in Exhibit "B. The COUNTY is
26 not responsible for any fees or costs above or beyond the contracted amount and shall
27 have no obligation to purchase any specified amount of services or products, unless
28 agreed to by the COUNTY in writing. In no event shall the cumulative sum of this

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1 Agreement, and any amendments hereto, exceed the maximum total amount of Fifty
2 Thousand Dollars (\$50,000), including all expenses.

3 **3.2** The CONSULTANT shall be paid only in accordance with an invoice submitted
4 to the COUNTY by CONSULTANT conforming to Exhibit "C" attached hereto and
5 incorporated herein by this reference, and COUNTY shall pay the invoice within thirty (30)
6 working days from the date of receipt of the invoice. Payment shall be made to
7 CONSULTANT only after services have been rendered or delivery of materials or products,
8 and acceptance has been made by COUNTY.

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

13 b) In accordance with California Government Code Section 926.10,
14 COUNTY is not allowed to pay excess interest and late charges.

15 **3.3** The COUNTY obligation for payment of this Agreement beyond the current
16 fiscal year end is contingent upon and limited by the availability of the COUNTY funding
17 from which payment can be made. No legal liability on the part of the COUNTY shall
18 arise for payment beyond June 30 of each calendar year unless funds are made
19 available for such payment. In the event that such funds are not forthcoming for any
20 reason, the COUNTY shall immediately notify the CONSULTANT in writing; and this
21 Agreement shall be deemed terminated and have no further force and effect.

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

23 **4.1** The Board of Supervisors and the Assistant County Executive
24 Officer/Economic Development Agency or designee are the only authorized COUNTY
25 representatives who may at any time, by written order, make alterations to this
26 Agreement.

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1 **5. Termination**

2 5.1 The COUNTY may terminate this Agreement without cause upon 30 days
3 written notice served upon the CONSULTANT stating the extent and effective date of
4 termination.

5 5.2 The COUNTY may, upon five (5) days written notice, terminate this
6 Agreement for the CONSULTANT'S default, if the CONSULTANT refuses or fails to
7 comply with the terms of this Agreement or fails to make progress so as to endanger
8 performance and does not immediately cure such failure. In the event of such
9 termination, the COUNTY may proceed with the work in any manner deemed proper by
10 the COUNTY.

11 5.3 After receipt of the notice of termination, the CONSULTANT shall:

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

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

17 5.4 After termination, the COUNTY shall make payment only for the
18 CONSULTANT'S performance up to the date of termination in accordance with this
19 Agreement.

20 5.5 The CONSULTANT'S rights under this Agreement shall terminate (except
21 for fees accrued prior to the date of termination) upon dishonesty or a willful or material
22 breach of this Agreement by the CONSULTANT; or in the event of the CONSULTANT'S
23 unwillingness or inability for any reason whatsoever to perform the terms of this
24 Agreement. In such event, the CONSULTANT shall not be entitled to any further
25 compensation under this Agreement.

26 5.6 The rights and remedies of the COUNTY provided in this section shall not
27 be exclusive and are in addition to any other rights and remedies provided by law or this
28 Agreement.

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

2 The CONSULTANT agrees that all materials, reports or products in any form,
3 including electronic, created by the CONSULTANT for which the CONSULTANT has
4 been compensated by the COUNTY pursuant to this Agreement shall be the sole
5 property of the COUNTY; and may be used by the COUNTY for any purpose the
6 COUNTY deems to be appropriate, including, but not limited to, duplication and/or
7 distribution within the COUNTY or to third parties. The CONSULTANT agrees not to
8 release or circulate in whole or part such materials, reports or products without prior
9 written authorization of the COUNTY.

10 **7. Conduct of the CONSULTANT**

11 7.1 The CONSULTANT covenants that it presently has no interest, including,
12 but not limited to, other projects or contracts, and shall not acquire any such interest,
13 direct or indirect, which would conflict in any manner or degree with the CONSULTANT'S
14 performance under this Agreement. The CONSULTANT further covenants that no
15 person or subcontractor having any such interest shall be employed or retained by
16 CONSULTANT under this Agreement. The CONSULTANT agrees to inform the
17 COUNTY of all CONSULTANT'S interests, if any, which are or may be perceived as
18 incompatible with the COUNTY'S interests.

19 7.2 The CONSULTANT shall not, under circumstances which could be
20 interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept
21 any gratuity or special favor from individuals or firms with whom the CONSULTANT is
22 doing business or proposing to do business, in accomplishing the work under this
23 Agreement.

24 7.3 The CONSULTANT or its employees shall not offer gifts, gratuity, favors,
25 and entertainment directly or indirectly to COUNTY employees.

26 **8. Inspection of Services**

27 8.1 All performance shall be subject to inspection by the COUNTY. The
28 CONSULTANT shall provide adequate cooperation to the COUNTY representative to

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1 permit him/her to determine the CONSULTANT'S conformity with the terms of this
2 Agreement. If any services performed or products provided by the CONSULTANT are
3 not in conformance with the terms of this Agreement, the COUNTY shall have the right
4 to require the CONSULTANT to perform the services or provide the products in
5 conformance with the terms of the Agreement at no additional cost to the COUNTY.
6 When the services to be performed or the products to be provided are of such nature
7 that the difference cannot be corrected, the COUNTY shall have the right to: (1) require
8 the CONSULTANT immediately to take all necessary steps to ensure future performance
9 in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to
10 reflect the reduced value of the services performed or products provided. The COUNTY
11 may also terminate this Agreement for default and charge to the CONSULTANT any
12 costs incurred by the COUNTY because of the CONSULTANT'S failure to perform.

13 **8.2** The CONSULTANT shall establish adequate procedures for self-
14 monitoring to ensure proper performance under this Agreement; and shall permit a
15 COUNTY representative to monitor, assess or evaluate the CONSULTANT'S
16 performance under this Agreement at any time upon reasonable notice to the
17 CONSULTANT.

18 **9. Independent Contractor**

19 The CONSULTANT is, for purposes relating to this Agreement, an independent
20 contractor and shall not be deemed an employee of the COUNTY. It is expressly
21 understood and agreed that the CONSULTANT (including its employees, agents and
22 subcontractor's) shall in no event be entitled to any benefits to which the COUNTY
23 employees are entitled, including but not limited to overtime, any retirement benefits,
24 worker's compensation benefits, and injury leave or other leave benefits. There shall be
25 no employer-employee relationship between the parties; and the CONSULTANT shall
26 hold the COUNTY harmless from any and all claims that may be made against the
27 COUNTY based upon any contention by a third party that an employer-employee
28 relationship exists by reason of this Agreement. It is further understood and agreed by

1 the parties that the CONSULTANT in the performance of this Agreement is subject to
2 the control or direction of the COUNTY merely as to the results to be accomplished and
3 not as to the means and methods for accomplishing the results.

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

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

10 **11. Disputes**

11 **11.1** The parties shall attempt to resolve any disputes amicably at the working
12 level. If that is not successful, the dispute shall be referred to the senior management of
13 the parties. Any dispute relating to this Agreement which is not resolved by the parties
14 shall be decided by the COUNTY'S Compliance Contract Officer who shall furnish the
15 decision in writing. The decision of the COUNTY'S Compliance Contract Officer shall
16 be final and conclusive unless determined by a court of competent jurisdiction to have
17 been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply
18 bad faith. The CONSULTANT shall proceed diligently with the performance of this
19 Agreement pending the resolution of a dispute.

20 **11.2** Prior to the filing of any legal action related to this Agreement, the parties
21 shall be obligated to attend a mediation session in Riverside County before a neutral
22 third party mediator. A second mediation session shall be required if the first session is
23 not successful. The parties shall share the cost of the mediations. The parties shall
24 jointly select a mediator acceptable to the CONSULTANT and COUNTY. The mediation
25 shall take place in Riverside County. Each party shall be responsible for its own legal
26 fees and other expenses incident to the preparation for mediation. If the dispute cannot
27 be resolved by mediation, neither COUNTY nor CONSULTANT waives their rights to
28 bring the appropriate legal action in a court of competent jurisdiction within the County

1 of Riverside.

2 **12. Licensing and Permits**

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

13 **13. Non-Discrimination**

14 The CONSULTANT shall not discriminate in the provision of services, allocation
15 of benefits, accommodation in facilities, or employment of personnel on the basis of
16 ethnic group identification, race, religious creed, color, national origin, ancestry, physical
17 handicap, medical condition, sexual orientation, marital status or sex in the performance
18 of this Agreement; and, to the extent they shall be found to be applicable hereto, shall
19 comply with the provisions of the California Fair Employment Practices Act (commencing
20 with Section 1410 of the Ca. Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-
21 352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other
22 applicable laws or regulations.

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

28 **14. Record Retention and Documents**

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1 The CONSULTANT agrees to retain all records pertaining to this Agreement
2 under Workforce Innovation and Opportunity Act (WIOA) programs for a period of seven
3 (7) years after termination of this Agreement. If, at the end of seven (7) years, there is
4 an ongoing litigation or an audit involving those records, the CONSULTANT shall retain
5 the records until the resolution of such litigation or audit is completed. The Department
6 of Labor, the Grantee, and the COUNTY reserve the right to monitor and visit, announced
7 or unannounced, the CONSULTANT'S facilities at any time during normal business
8 hours. The monitoring shall be conducted in accordance with the COUNTY WIOA
9 Monitoring Guide and WIOA State Directives.

10 **15. Confidentiality**

11 **15.1** The CONSULTANT shall not use for personal gain or make other improper
12 use of privileged or confidential information which is acquired in connection with this
13 Agreement. The term "privileged or confidential information" includes but is not limited
14 to: unpublished or sensitive technological or scientific information; medical, personnel,
15 or security records; anticipated material requirements or pricing/purchasing actions; the
16 COUNTY information or data which is not subject to public disclosure; COUNTY
17 operational procedures; and knowledge of selection of contractors, subcontractors or
18 suppliers in advance of official announcement.

19 **15.2** The CONSULTANT shall protect from unauthorized disclosure names and
20 other identifying information concerning persons receiving services pursuant to this
21 Agreement, except for general statistical information not identifying any person. The
22 CONSULTANT shall not use such information for any purpose other than carrying out
23 the CONSULTANT'S obligations under this Agreement. The CONSULTANT shall
24 promptly transmit to the COUNTY all third party requests for disclosure of such
25 information. The CONSULTANT shall not disclose, except as otherwise specifically
26 permitted by this Agreement or authorized in advance in writing by the COUNTY, any
27 such information to anyone other than the COUNTY. For purposes of this paragraph,
28 identity shall include, but not be limited to, name, identifying number, symbol, or other

1 identifying particular assigned to the individual, such as finger or voice print or a
2 photograph.

3 **16. Administration/Contract Liaison**

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

7 **17. Force Majeure**

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

13 **18. EDD Reporting Requirements**

14 In order to comply with child support enforcement requirements of the State of
15 California, the COUNTY may be required to submit a Report of Independent Contractor
16 (s) form DE 542 to the Employment Development Department ("EDD"). The
17 CONSULTANT agrees to furnish the required data and certifications to the COUNTY
18 within 10 days of notification of award of Agreement when required by the EDD. This
19 data will be transmitted to governmental agencies charged with the establishment and
20 enforcement of child support orders. Failure of the CONSULTANT to timely submit the
21 data and/or certificates required may result in the contract being awarded to another
22 CONSULTANT. In the event a contract has been issued, failure of the CONSULTANT
23 to comply with all federal and state reporting requirements for child support enforcement
24 or to comply with all lawfully served Wage and Earnings Assignments Orders and Notice
25 of Assignment shall constitute a material breach of Agreement. If the CONSULTANT
26 has any questions concerning this reporting requirement, please call (916) 657-0529.
27 The CONSULTANT should also contact the local Employment Tax Customer Service
28 Office listed in the telephone directory in the State Government section under

1 "Employment Development Department" or access their Internet site at www.edd.ca.gov.

2 **19. Hold Harmless/Indemnification**

3 19.1 The CONSULTANT shall indemnify and hold harmless the County of
4 Riverside, its Agencies, Districts, Special Districts and Departments, The Workforce
5 Development Board (WDB) their respective directors, officers, Board of Supervisors,
6 elected and appointed officials, employees, agents and representatives (individually and
7 collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based
8 or asserted upon any services of CONSULTANT, its officers, employees,
9 subcontractors, agents or representatives arising out of or in any way relating to this
10 Agreement, including but not limited to property damage, bodily injury, or death or any
11 other element of any kind or nature whatsoever arising from the performance of
12 CONSULTANT, its officers, employees, subcontractors, agents or representatives
13 Indemnitors from this Agreement. CONSULTANT shall defend, at its sole expense, all
14 costs and fees including, but not limited, to attorney fees, cost of investigation, defense
15 and settlements or awards, the Indemnitees in any claim or action based upon such
16 alleged acts or omissions.

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

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

26 The specified insurance limits required in this Agreement shall in no way
27 limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the
28 Indemnitees herein from third party claims. The obligations set forth herein shall survive

1 the expiration and earlier termination of this Agreement.

2 **20. Insurance**

3 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or
4 hold the COUNTY harmless, the CONSULTANT shall procure and maintain or cause to
5 be maintained, at its sole cost and expense, the following insurance coverages during
6 the term of this Agreement:

7 **20.1 Workers' Compensation**

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

15 **20.2 Commercial General Liability**

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

26 **20.3 Vehicle Liability**

27 If the CONSULTANT'S vehicles or mobile equipment are used in the performance
28 of the obligations under this Agreement, then the CONSULTANT shall maintain liability

1 insurance for all owned, non-owned or hired vehicles so used in an amount not less than
2 **\$1,000,000** per occurrence combined single limit. If such insurance contains a general
3 aggregate limit, it shall apply separately to this agreement or be no less than two (2)
4 times the occurrence limit. Policy shall name all Agencies, Districts, Special Districts,
5 and Departments of the County of Riverside, their respective directors, officers, Board
6 of Supervisors, employees, elected or appointed officials, agents or representatives as
7 Additional Insureds.

8 **20.4 Professional Liability Insurance**

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

21 **20.5 General Insurance Provisions - All lines**

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

27 b) The CONSULTANT'S insurance carrier(s) must declare its insurance
28 deductibles or self-insured retentions. If such deductibles or self-insured retentions

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1 exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior
2 written consent of the COUNTY Risk Manager before the commencement of operations
3 under this Agreement. Upon notification of deductibles or self-insured retention's
4 unacceptable to the COUNTY, and at the election of the COUNTY'S Risk Manager, the
5 CONSULTANT'S carriers shall either; 1) reduce or eliminate such deductibles or self-
6 insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond
7 which guarantees payment of losses and related investigations, claims administration,
8 and defense costs and expenses.

9 c) The CONSULTANT shall cause the CONSULTANT'S insurance carrier(s)
10 to furnish the County of Riverside with either 1) a properly executed original Certificate(s)
11 of Insurance and certified original copies of Endorsements effecting coverage as
12 required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk
13 Manager, provide original Certified copies of policies including all Endorsements and all
14 attachments thereto, showing such insurance is in full force and effect. Further, said
15 Certificate(s) and policies of insurance shall contain the covenant of the insurance
16 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside
17 prior to any material modification, cancellation, expiration or reduction in coverage of
18 such insurance. In the event of a material modification, cancellation, expiration, or
19 reduction in coverage, this Agreement shall terminate forthwith, unless the County of
20 Riverside receives, prior to such effective date, another properly executed original
21 Certificate of Insurance and original copies of endorsements or certified original policies,
22 including all endorsements and attachments thereto evidencing coverage's set forth
23 herein and the insurance required herein is in full force and effect. The CONSULTANT
24 ***shall not commence operations until the COUNTY has been furnished original***
25 ***Certificate (s) of Insurance and certified original copies of endorsements or***
26 ***policies of insurance including all endorsements and any and all other***
27 ***attachments as required in this Section. An individual authorized by the insurance***
28

1 *carrier to do so on its behalf shall sign the original endorsements for each policy*
2 *and the Certificate of Insurance.*

3 d) It is understood and agreed to by the parties hereto and the insurance
4 company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall
5 be construed as primary insurance, and the COUNTY'S insurance and/or deductibles
6 and/or self-insured retention's or self-insured programs shall not be construed as
7 contributory.

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

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

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

20 **21. General**

21 **21.1** The CONSULTANT shall not delegate or assign any interest in this
22 Agreement, whether by operation of law or otherwise, without the prior written consent
23 of COUNTY. Any assignment or purported assignment of this Agreement by
24 CONSULTANT without the prior written consent of COUNTY will be deemed void and of
25 no force or effect.

26 **21.2** Any waiver by the COUNTY of any breach of any one or more of the terms
27 of this Agreement shall not be construed to be a waiver of any subsequent or other
28 breach of the same or of any other term of this Agreement. Failure on the part of the

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1 COUNTY to require exact, full and complete compliance with any terms of this
2 Agreement shall not be construed as in any manner changing the terms or preventing
3 the COUNTY from enforcement of the terms of this Agreement.

4 **21.3** In the event the CONSULTANT receives payment under this Agreement
5 which is later disallowed by the COUNTY for nonconformance with the terms of the
6 Agreement, the CONSULTANT shall promptly refund the disallowed amount to the
7 COUNTY on request; or at its option the COUNTY may offset the amount disallowed
8 from any payment due to the CONSULTANT.

9 **21.4** The CONSULTANT shall not provide partial delivery or shipment of
10 services or products unless specifically stated in the Agreement.

11 **21.5** The CONSULTANT shall comply with all applicable Federal, State and local
12 laws and regulations. The CONSULTANT will comply with all applicable COUNTY
13 policies and procedures. In the event that there is a conflict between the various laws or
14 regulations that may apply, the CONSULTANT shall comply with the more restrictive law
15 or regulation.

16 **21.6** The CONSULTANT shall comply with all requirements of the Occupational
17 Safety and Health Administration (OSHA) standards and CONSULTANT as set forth by
18 the U.S. Department of Labor and the State of California (Cal/OSHA).

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

26 **21.8** This Agreement, including any attachments or exhibits, constitutes the
27 entire Agreement of the parties with respect to its subject matter and supersedes all prior
28 and contemporaneous representations, proposals, discussions and communications,

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1 whether oral or in writing. This Agreement may be changed or modified only by a written
2 amendment signed by authorized representatives of both parties. No oral understanding
3 or agreement not incorporated herein shall be binding on any of the parties hereto.

4 **21.9** If any project produces patentable items, patent rights, processes or
5 inventions in the course of work under a Department of Labor (DOL) grant or agreement,
6 the CONSULTANT shall report the fact promptly and fully to the COUNTY. The
7 COUNTY shall report the fact to the Grant Officer at DOL. Unless there is a prior
8 agreement between the COUNTY and the DOL or its representative on these matters,
9 DOL shall determine whether to seek protection on the invention or discovery. DOL or
10 its representative shall determine how the rights in the invention or discovery, including
11 rights under any patent issued thereon, will be allocated and administered in order to
12 protect the public interest consistent with the following Patent Policy found at 29 CFR
13 95.36 and 29 CFR 97.34.

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

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

25 **21.12** Any waiver by COUNTY of any breach of any one or more of the terms of
26 this Agreement shall not be construed to be a waiver of any subsequent or other breach
27 of the same or of any other term thereof. Failure on the part of the COUNTY to require
28 exact, full and complete compliance with any terms of this Agreement shall not be

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1 construed as in any manner changing the terms hereof or stopping COUNTY from
2 enforcement hereof.

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

9 **21.14** The CONSULTANT shall assure that funds provided by this Agreement
10 must be used exclusively for activities that are authorized under WIOA. Co-mingling
11 and/or diverting of funds to support the activities of other programs are not authorized.
12 Documentation supporting expenditures will be kept on file at the CONSULTANT'S office
13 and made available at all times for audit and monitoring purposes for a period of no less
14 than seven (7) years after the COUNTY makes final payment and all pending matters
15 are closed

16 **21.15** The CONSULTANT will comply with controls, recordkeeping and
17 accounting procedure requirements of WIOA, federal and state regulations and
18 directives to ensure the proper accounting for funds paid under this Agreement. At such
19 times and in such form, the COUNTY may require statements, records, reports, data and
20 information pertaining to this Agreement be maintained on file for purpose of an audit or
21 examination. Retention of all records for seven (7) years after the County makes final
22 payment and all other pending matters are closed, is required.

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

1 COUNTY'S Administration Unit at (951) 955-3100, and immediately thereafter, a written
2 report shall be submitted. Proof of such report will be maintained in the CONSULTANT'S
3 file.

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

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

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

13	County:	Consultant:
14	County of Riverside Economic	Instructional Access Inc. and Rapid 3D
15	Development Agency/Workforce	MFG Inc.
16	Development Division	231 E. Alessandro Blvd., A305
17	1325 Spruce Street, Suite 400	Riverside, CA 92508-5084
18	Riverside, CA 92507	Attention: DeNae Reagins, M. Ed.
19	Attention: Heidi Marshall,	President, CEO
20	Director of Workforce Development	

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[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

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

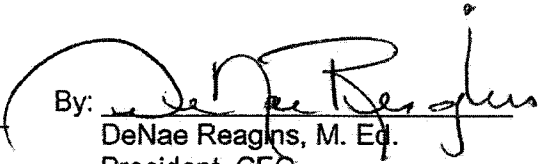
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4 **COUNTY:**

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

CONSULTANT:

INSTRUCTIONAL ACCESS, INC., a
California corporation

9 By: _____
Heidi Marshall, Director of Workforce
Development

By: 
DeNae Reagins, M. Ed.
President, CEO

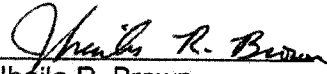
10 Dated: _____

Dated: 10/16/17

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13 **APPROVED AS TO FORM:**

14 Gregory P. Priamos
County Counsel

RAPID 3D MFG INC., a California
corporation

15 By: 
16 Jhaila R. Brown,
17 Deputy County Counsel

By: _____

Name: _____

Its: _____

Dated: _____

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EXHIBIT A

SCOPE OF SERVICE

A. Purpose:

During the term of the Service Agreement for Business Process Improvement Consultant entered into between Instructional Access, Inc. / Rapid 3D MFG Inc. (CONSULTANT) and the County of Riverside (COUNTY), CONSULTANT shall assist businesses selected by the COUNTY located throughout the County, by providing business process improvement services including, but not limited to, assistance with lay-off aversion, job-retention services, strategic and financial planning, quality assurance, energy efficiency, IT systems and human resource development as more specifically set forth in (i) COUNTY'S Request for Proposal, Business Process Improvement Services, Program Year 2016-2017 (County RFP), and (ii) CONSULTANT'S written response to the COUNTY RFP, submitted to the COUNTY on July 20, 2016, each respectively incorporated herein by this reference (Business Process Improvement Services). The aforementioned services are aligned with and support the Riverside County Workforce Development Board's (WDB) Strategic Plan.

B. Business Types:

The CONSULTANT shall offer business process improvement services to five (5) employers and document fifty (50) retained jobs; focused in the WDB referenced demand driven industry clusters (non-manufacturing sectors) as listed below and other industries considered as needed by COUNTY:

1. Healthcare Occupations-refers to the treatment and management of illness and the preservation of health through services offered by the medical, dental, complementary and alternative medicine, pharmaceutical, clinical laboratory sciences (in vitro diagnostics), nursing, and allied health professions. Health care embraces all the goods and services designed to promote health, including preventive, curative and palliative interventions, whether directed to individuals or populations.
2. Logistics -refers to the management and movement of the flow of goods, information and other resources, including energy and people between the point of origin and the point of consumption in order to meet requirements of consumers. Logistics involves the integration of information, transportation, inventory, warehousing, material-handling and packaging, and occasionally security.

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

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

22 **C. Geographic Location:**

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

24 **D. Regional Meetings:**

25 The CONSULTANT from time to time as requested by the COUNTY shall
26 participate in industry cluster meetings in the region to learn about each cities'
27 demographics or share best practices with regards to industry standards or
28 upcoming demand occupations.

1 **E. Reports:**

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

4 At minimum, the report must include the following:

- 5 ▪ Type of business improvement service requested
- 6 ▪ Business Analysis
- 7 ▪ Business Evaluation
- 8 ▪ Business assessment results
- 9 ▪ Strategies being explored to assist the business regain economic growth or
10 profitability
- 10 ▪ Business improvement plan
- 11 ▪ Projected time to turn business around or set them on the path to success
- 11 ▪ Referrals made to other agencies for available business seminars
- 11 ▪ Share best practices found in working with the business
- 11 ▪ Any other information requested by the COUNTY

12 **F. State Rapid Response/Lay-Off Aversion Reporting Deadline**

13 The State of California requires the COUNTY to submit WIOA Rapid Response
14 and Lay-Off Aversion reports by the third (3rd) quarter of the fiscal year (March
15 31). This reporting determines subsequent fiscal year funding allocations for
16 Rapid Response and Lay-Off Aversion that may increase or decrease based
17 upon the number of businesses served. The COUNTY encourages
18 CONSULTANT to conduct timely outreach to employers to ensure favorable
19 reporting outcomes.
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EXHIBIT B
PAYMENT SCHEDULE

Proposed Scope of work	Number of Businesses	Payment Milestones/deliverables
Provide business process improvement services as set forth in the Service Agreement and Exhibit A to the Service Agreement Cost will be individualized per business (size, solution). Minimum cost \$3,500, maximum cost \$15,000 (total cost not to exceed maximum contract amount). Consultant shall provide monthly report to COUNTY (modified 122 report) confirming actual cost.	Minimum of 5 employers and 50 retained jobs	25% Approved intake form by County Project Manager
		25% Plan approved by business
		50% Submission of close out documents
TOTAL NOT TO EXCEED		\$50,000

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EXHIBIT C

INVOICE FORM TO BE PROVIDED ON LETTERHEAD

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