

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



ITEM
3.17
(ID # 6615)

MEETING DATE:
Tuesday, June 5, 2018

FROM : WORKFORCE DEVELOPMENT:

SUBJECT: EDA-WORKFORCE DEVELOPMENT: Allocation of Title 1 Workforce Innovation and Opportunity Act Youth Funds to Arbor E&T, LLC dba ResCare and California Family Life Center, for the Operation of the County of Riverside's Youth Opportunity Centers for Program Years 2018/2019, All Districts [\$5,100,000]; Title I Workforce Innovation and Opportunity Act Youth Funds (100%); CEQA Exempt

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt under California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b)(3);
2. Approve the allocation of Title I Workforce Innovation and Opportunity Act (WIOA) Youth Funds for Program Years 2018/2019 in the respective amounts set forth in Table A and for the total amount not to exceed \$5,100,000 to Arbor E&T, LLC dba ResCare (ResCare) and California Family Life Center (CFLC) to operate the existing six Youth Opportunity Centers (YOCs) within the County of Riverside (County) from July 1, 2018 through June 30, 2019 in connection with the County's Year-Round Youth Programs;

Continued on page 2

ACTION: Policy

Robert Field, Assistant County Executive Officer/ECD 4/17/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: June 5, 2018
xc: EDA-Workforce Development

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:

3. Approve the form of WIOA Cost Reimbursement Agreement for Program Year 2018/2019 Year-Round Youth Services (Agreement), attached hereto as Attachment 1;
4. Authorize the Assistant County Executive Officer/ECD, or designee, to negotiate and execute with ResCare and CFLC separate WIOA Cost Reimbursement Agreements for Program Year 2018/2019 Year-Round Youth Services, substantially conforming in form and substance to the attached Agreement, with the terms commencing on July 1, 2018 and terminating on June 30, 2019, in the respective amounts set forth in Table A and for the total amount not to exceed \$5,100,000, subject to approval by County Counsel; and
5. Authorize the Assistant County Executive Officer/ECD, or designee, to take all steps necessary to implement each Agreement, including but not limited to negotiating, approving and executing non-substantive amendments, exhibits and subsequent essential and relevant documents, provided that the respective amounts set forth in Table A and the total amount of \$5,100,000 are not exceeded, subject to approval by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 5,100,000	\$ 0	\$ 5,100,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Title I Workforce Innovation and Opportunity Act Youth Funds (100%)			Budget Adjustment: No	
			For Fiscal Year: 2018/2019	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The County of Riverside Economic Development Agency (EDA) and the Riverside County Workforce Development Board (WDB) established the Youth Opportunity Center (YOC) system in 2000. The purpose of the YOC system is to serve as a "one-stop" for at-risk youth to receive workforce services to increase educational attainment and self-sufficiency and obtain employment opportunities. EDA currently operates six YOCs located in Hemet, Indio, Lake Elsinore, Moreno Valley, Perris and Jurupa Valley.

Pursuant to WIOA regulations, EDA competitively procured ResCare and CFLC to operate six YOCs for a three year period contingent on funding and performance. Under this procurement period, this will be the third and final year for these two agencies. Both agencies have met or exceeded previous contract requirements and have a strong track record of youth advocacy within the greater community. EDA staff recommend new Agreements for both ResCare and CFLC for one additional year, commencing on July 1, 2018 and terminating June 30, 2019. The proposed form of the Agreement is attached hereto as Attachment 1.

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

EDA staff recommend allocating the same level of funding for YOC operations as previous years for a total of \$5,100,000, which averages approximately \$850,000 per YOC. All six YOCs would be budgeted "up to" the same levels as previous Program Years. Should the amount of WIOA Youth Funds allocated to EDA be reduced, the amounts of all the Agreements would be correspondingly reduced. Funding recommendations for each YOC are detailed below.

TABLE A

Youth Opportunity Center Provider and Location	Funding Recommendation
California Family Life Center - Hemet	\$900,000
California Family Life Center – Jurupa Valley	\$850,000
California Family Life Center – Lake Elsinore	\$800,000
ResCare - Indio	\$850,000
ResCare - Perris	\$850,000
ResCare – Moreno Valley	\$850,000

TOTAL \$5,100,000

Pursuant to the California Environmental Quality Act (CEQA), the allocation of WIOA funds to ResCare and CFLC to continue operating six existing YOCs within the County was reviewed and determined to be categorically exempt under State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" exemption. The project is exempt under the common sense exemption as it can be seen with certainty that there is no possibility that the allocation of WIOA funds will have a significant effect on the environment because it will only have financial effects and will not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by EDA staff with the County Clerk within 5 days of the approval of the allocation of WIOA funds to ResCare and CFLC.

EDA staff recommend that the Board of Supervisors approve allocation of WIOA funds as set forth in Table A, and authorize the Assistant County Executive Officer/ECD or designee to negotiate and execute all contracts substantially conforming in form and substance to the attached Agreement, and exhibits with ResCare and CFLC in connection with the operation of the existing six YOCs. County Counsel has approved the Agreement as to form.

Impact on Residents and Businesses

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 support needed to realize their education and career goals.

Additional Fiscal Information

No County cost will be incurred and no budget adjustment is required at this time.

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

Contract History and Price Reasonableness


ResCare and CFLC have a 10 year plus contractual relationship with EDA for the operation of the County's Year-Round Youth Programs.

The latest contract awards are competitive and appropriate for the required scope of services. The State and EDA have monitored and audited the prior contracts and has deemed the costs reasonable.

ATTACHMENTS:

- Form – WIOA Youth Cost Reimbursement Agreement for Program Year 2018-2019 Year Round Youth Services Between the County of Riverside and Subrecipient

RF:HM:CH:LS:LT


Reshmi Dasika, Principal Management Analyst 5/29/2018


Gregory L. Priamos, Director County Counsel 5/23/2018

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
COST REIMBURSEMENT AGREEMENT
FOR PROGRAM YEAR 2018/2019
YEAR-ROUND YOUTH SERVICES**

BETWEEN

THE COUNTY OF RIVERSIDE

AND

<SUBRECIPIENT>



TABLE OF CONTENTS

RECITALS

1		
2		
3	A.	Term of Agreement 3
4	B.	Description of Services 4
5	C.	Service of Notice 4
6	D.	Parties to the Agreement and Administration 4
7	E.	Assignment 5
8	F.	Independent Contractor/Subrecipient Status 5
9	G.	Funding 5
10	1.	Program Year Compensation 5
11	2.	Cost Allocation Plan 6
12	3.	Workforce Innovation Opportunity Act (WIOA) Fund Restrictions 6
13	4.	Availability of Funds 6
14	5.	Withholding of Funds 6
15	6.	Invoicing and Documentation 6
16	7.	Reimbursement for Mileage and Traveling Expenses 7
17	8.	Program Income and Interest Income 7
18	9.	Questioned and Disallowed Costs 8
19	10.	Debt Collection 8
20	11.	Budget Amendment 8
21	12.	De-obligation and Re-obligation 9
22	13.	Final Invoice 10
23	14.	Agreement Closeout 10
24	15.	Reporting Requirements 10
25	16.	General and Fiscal Reporting 10
26	17.	Auditing 11
27	H.	Procurement of Goods & Services and Vendor Service Contracts 11
28	I.	Inventory and Disposal of Equipment 12
	J.	Maintenance of Records and Participants Files; Access to Records and Files 13
	K.	Program Compliance 15
	L.	Termination and Other Remedies 16
	1.	Failure to Perform 16
	2.	Termination for Cause with Cure Period 17
	3.	Termination Without Cause 17
	4.	Obligations Upon Termination 17
	5.	Other Remedies Reserved by the County 18
	M.	Dispute Resolution 19
	N.	General Provisions 20
	1.	Acceptance of Service of Process 20
	2.	Authority to Sign 20
	3.	Amendment to Agreement 20
	4.	Approvals 21
	5.	Binding Effect 21
	6.	Business Interruption 21
	7.	Compliance with Laws and Regulations; Venue 22
	8.	Construction and Interpretation of Agreement 22

1	9. Venue and Jurisdiction	23
	10. Fraud and Abuse	23
2	11. Grievance and Complaint System	23
	12. Hold Harmless and Indemnification	24
3	13. Insurance	25
	a) Workers Compensation	25
4	b) Commercial General Liability	25
	c) Vehicle Liability	25
5	d) General Provision—all lines	25
	14. Integration of Entire Agreement and Waivers	27
6	15. Intellectual Property	27
	16. Inventions, Patents and Copyrights	28
7	17. Labor Standards	28
	18. No Duplication of Services	29
8	19. Non-liability of County Officials and Employees	29
	20. No Partnership	29
9	21. No Third Party Beneficiaries	29
10	22. Ownership/Use of Agreement Materials and Patent	30
	23. Payment of Benefits (where applicable)	30
11	24. Permit and Licenses	30
	25. Press Releases/Published Announcement	30
12	26. Prohibited Activities	31
	27. Standards of Conduct	31
13	28. Use of Any Photo or Image	34
	29. Applicable Websites	34
14		
15	O. Assurances and Certifications	34
16	P. Definitions	40
17	SIGNATURES	45
18		
19	EXHIBIT 1 SCOPE OF WORK	46
	EXHIBIT 2 MONTHLY ENROLLMENT PLAN	55
20	EXHIBIT 3 PROGRAM BUDGET	56
	EXHIBIT 4 PERFORMANCE MEASUREMENT INVOICES	57
21	EXHIBIT 5 COST ALLOCATION PLAN	58
	EXHIBIT 6 VENDOR SERVICE CONTRACT	60
22		
23		
24		
25		
26		
27		
28		

1 THIS WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) COST
2 REIMBURSEMENT AGREEMENT FOR PROGRAM YEAR 2018/2019 YEAR-ROUND
3 YOUTH SERVICES ("Agreement"), entered into on the 1st day of July, 2018, is by
4 and between <Insert Entity Name> hereinafter referred to as ("Subrecipient"), and the
5 COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through
6 its Economic Development Agency, Workforce Development Division ("County").
7 Subrecipient and the County are sometimes individually referred to herein as a "Party" and,
8 together, as the "Parties."

9 **RECITALS:**

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

12 **WHEREAS**, WIOA supersedes the Workforce Investment Act ("WIA") of 1998;

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

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

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

27 **WHEREAS**, Subrecipient has operated a year-round youth program designed to accomplish
28 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, 2018, and end on June 30,
2019, 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 <Insert City>, California in accordance with the
6 provisions of the Workforce Innovation and Opportunity Act. During the Term of this
7 Agreement, including any extensions thereto, Subrecipient shall perform the
8 following services, (i) all services set forth in the Scope of Work attached hereto as
9 Exhibit 1 and incorporated herein by this reference, (ii) all services set forth in the
10 Riverside County Workforce Innovation and Opportunity Act Year Round Youth
11 Programs Youth Opportunity Centers (YOC) Request for Proposals July 1, 2016-
12 June 30, 2019 ("RFP") incorporated herein by this reference, and (iii) all services set
13 forth in Subrecipient's 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 the County of Riverside:
21 Riverside County Economic Development Agency (EDA)
22 1325 Spruce St., #110
23 Riverside, California 92507
24 Attention: <Insert Name>, Director of Workforce Development
25 Phone: (951) 955-3100; Fax: (951) 955-3131

26 If to the Subrecipient:
27 <Insert Entity Name, Address, and Phone Number>

28 Attention: <Insert Name>, Executive Director

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

D. Parties to the Agreement and Administration

The Parties to this Agreement are the County of Riverside (County), by and through
its Economic Development Agency, Workforce Development Division ("County") and
<Insert Entity>, as Subrecipient. The Subrecipient certifies that it is currently
registered with the Secretary of State of the State of California, and has a valid
California Business License on file with the County.

1 The Assistant County Executive Officer of the Economic Development Agency
2 ("Assistant CEO/EDC"), or designee, shall administer this Agreement on behalf of
the County.

3 **E. Assignment**

4 The Subrecipient shall not delegate or assign this Agreement whether by operation
5 of law or otherwise, nor enter into any agreement with any other party or transfer any
6 interest or obligate any interest in this Agreement without prior written consent of the
7 County. Subcontracting with vendors is allowable and does not require County
8 approval, but service must be related to the support of the program. A written
Vendor Service Contract conforming in form and substance to Exhibit 6 attached
hereto and incorporated herein by this reference shall be in place before service may
be rendered.

9 **F. Independent Contractor/Subrecipient Status**

10 The Subrecipient is, for purposes relating to this Agreement, an independent
11 contractor and shall not be deemed an employee of the County. It is expressly
12 understood and agreed that Subrecipient (including its employees, agents, vendors
13 and subcontractors) shall in no event be entitled to any benefits to which County
14 employees are entitled, including but not limited to overtime, any retirement benefits,
15 worker's compensation benefits, and injury leave or other leave benefits. There shall
16 be no employer-employee relationship between the Parties; and the Subrecipient
17 shall hold the County harmless from any and all claims that may be made against
18 County based upon any contention by a third party that an employer-employee
19 relationship exists by reason of this Agreement. It is further understood and agreed
20 by the Parties that Subrecipient in the performance of this Agreement is subject to
the control or direction of the County merely as to the results to be accomplished and
not as to the means and methods for accomplishing the results. The Subrecipient is
considered a "Subrecipient" of funds provided to the County through its Subgrant
with the State of California. The Subrecipient is subject to all regulations and federal
uniform guidance governing the use of WIOA funds.

21 **G. Funding**

22 1. Program Year Compensation

23 The County shall pay the Subrecipient the maximum amount not to exceed
24 <Insert Amount (\$0)>, including expenses, for complete and satisfactory
25 performance of the terms of this Agreement. In no event shall the total
26 compensation for the periods specified herein exceed the compensation set
27 forth above, except by a written amendment to this Agreement. County has
28 agreed to reimburse Subrecipient for all costs associated with direct support
of this Agreement, based on a cost reimbursement basis as described in the
Program Budget attached hereto as Exhibit 3 and incorporated herein by this

reference. If Subrecipient has any unexpended funds, these amounts will revert to the County at time of program close out.

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 that benefit more than one cost objective 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 is expressly prohibited.

4. Availability of Funds

Funding of this Agreement is subject to continuing availability of WIOA funds provided to the County by EDD, Workforce Services Branch. The County will immediately inform the Subrecipient upon notice from EDD of any limitation or availability of WIOA funds.

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 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.

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

1 weekend, the invoice is due the Thursday prior to the tenth (10th) day of such
2 month. In the event Subrecipient receives payment under this Agreement
3 which is later disallowed by the County for nonconformance with the terms of
4 this Agreement, Subrecipient shall promptly refund the disallowed amount to
5 the County on request or at its option, the County may offset the amount
6 disallowed from any payment due to the Subrecipient. Subrecipient shall
7 attach required documentation as stipulated by the County. Payment shall be
8 made within forty five (45) days from the date of receipt by the County. The
9 Subrecipient may only seek reimbursement for costs that are directly related
10 to the performance of services related to this Agreement. Subrecipient shall
11 maintain back-up documentation for claimed expenditures and shall make
12 such documentation available to County and/or the EDD Program
13 Compliance Officer. All invoices shall be submitted to the following address
14 for processing:

Riverside County Economic Development Agency
Workforce Development Division/Administration
1325 Spruce Street, Suite 400, Riverside, CA 92507

15 7. Reimbursement for Mileage and Traveling Expenses

16 The Subrecipient may only seek reimbursement for mileage and traveling
17 expenses that are directly related to services performed under this
18 Agreement. Reimbursement for mileage travel expense claims will be made
19 according to 2 CFR, Part 200, Subpart E, §200.474 - Travel costs; "Costs
20 incurred by employees and officers for travel, including cost of lodging, other
21 subsistence, and incidental expenses, must be considered reasonable and
22 otherwise allowable only to the extent such costs do not exceed charges
23 normally allowed by the non-Federal entity in its regular operations as a result
24 of the non-Federal entity's written travel policy". In no instance shall the
25 Subrecipient be reimbursed at a rate which is higher than the standard set by
26 the County of Riverside, California, Board of Supervisors, or its successor, in
27 Policy Number D-1. No travel outside the State of California shall be
28 reimbursed unless prior written approval is 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
generated under this Agreement. If authorized by Federal regulations or the
Federal award, costs incidental to the generation of program income may be
deducted from gross income to determine program income, provided these
costs have not been charged to the Federal award. Program income must be

1 used for current costs. Subrecipient shall maintain records sufficient to
2 determine the amount of program income received and the purpose for which
such income is expended.

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

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

9. Questioned and Disallowed Costs

The County will review questioned costs including but not limited to the processing of an invoice, during a program compliance review or during an audit. When any such review determines that the Subrecipient has utilized, received and/or earned funds that are questioned under the criteria set forth in this Agreement, the Subrecipient shall be notified in writing and have thirty (30) days to provide 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.

10. Debt Collection

Where liability for debt collection is determined by the County to have originated at the Subrecipient's level, the Subrecipient shall be responsible for the debt. When a debt is established as a result of an audit, a monitoring finding, an investigation or any other means, appropriate action will be taken by the County to collect the debt from the Subrecipient, pursuant to the EDA Debt Collection Procedures, Policy Number 10-02. Subrecipient shall not repay the debt using federal or WIOA funds.

11. Budget Amendment

Expenditures in excess of twenty percent (20%) of each total budget section will require a written amendment to this Agreement and the Program Budget (Exhibit 3) shall be subject to the County's prior written approval. To request an amendment, Subrecipient shall submit to the County a written request explaining the requested modifications along with a revised budget which indicates the amount of the adjustment and to what budget line item(s) the amount should be taken from and allocated to. In its sole discretion, the County may approve or deny the modification request based on how the budget modification will impact the program section changes. Subrecipient shall have the right to request no more than three (3) budget amendments per program year, provided the third and final request is submitted to the County no later than May 30. Amendments must be reviewed and stamp approved by the County's Deputy County Counsel and fully executed by both

Parties authorized signatories. Any amendments submitted after the
aforementioned date shall not be accepted or processed by the County.

12. De-obligation/Re-obligation

Funding of this Agreement and therefore de-obligation 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 all or part of the funds originally obligated to the Subrecipient
through this Agreement may be subject to de-obligation 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 re-obligation of funds may be determined.

The following processes will be followed whenever de-obligation or re-
obligation is found to be necessary:

- (a) At any time that the County determines that de-obligation or re-
obligation is necessary, a written notice to the Subrecipient will be
issued outlining the reasons and timeline for the de-obligation or re-
obligation. 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 de-obligate or re-
obligate will be provided to the Subrecipient. In the sole discretion of
the County, such notice will be formalized by either modification or
termination of this Agreement in accordance with the provisions
outlined herein.

13. Final Invoice

1 Within forty five (45) calendar days following the termination of this
2 Agreement, the Subrecipient shall report and submit to the County all final
3 claims for funds under this Agreement. An addendum invoice will be
4 permitted for up to an additional sixty (60) days in order to capture full
5 performance outcomes. In the event the Subrecipient does not submit a final
6 claim within the prescribed time limits, the County reserves the right to
7 unilaterally prepare and finalize the financial report using the latest paid
8 invoices and MIS documents on file at the County. The Subrecipient shall
9 return all unearned and excess payments paid to the Subrecipient to the
10 County within thirty (30) calendar days following the receipt of the formal
11 written request.

12 14. Agreement Closeout

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

17 Attn: <Insert Name>
18 Riverside County Economic Development Agency/
19 Workforce Development Division - Youth Programs
20 (Fiscal Unit)
21 3133 Mission Inn Ave. Riverside, CA 92507

22 15. Reporting Requirements

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

28 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

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

6 **H. Procurement of Goods & Services; Vendor Service Contracts**

- 7 1. Should the Subrecipient require the services of a Vendor (defined below) to
8 carry out the responsibilities outlined in this Agreement, the Subrecipient shall
9 comply with all procurement requirements of WIOA and the County. The
10 intent of the federal government is to provide consistent procurement policies
11 that ensure free and open competition and will secure the best possible price.
12 The term Vendor as used herein shall mean an entity providing goods or
13 services to a Subrecipient where Subrecipient has procured, selected and
14 hired such Vendor pursuant to WIOA and County procurement procedures.
15 County procurement procedures can be found at the following website:
16 <http://www.rivcoworkforce.com/ProgramResources/Policies.aspx>.
- 17 2. Except as otherwise provided by County in writing, the Subrecipient under
18 this Agreement shall document all Vendor services with a Vendor Service
19 Contract (VSC) substantially conforming in form and substance to Exhibit 6
20 attached hereto and incorporated herein by this reference. In the event a
21 service is provided free of charge or in-kind to Subrecipient, the VSC may be
22 used to demonstrate services being leveraged. Subrecipient shall deliver to
23 County copies of all executed Vendor Service Contracts (VSC) no less than
24 ten (10) calendar days after execution of each such VSC. If any
25 modifications or updates are made to the VSC, the Subrecipient shall submit
26 copies of the modified updated versions to the County within five (5) calendar
27 days following execution of such modified VSC. No payments shall be made
28 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 (12) month period
requires the prior written approval of County to continue with such purchase.
The Subrecipient may not proceed with incurring any such costs until the
County receives written approval from the State and the County 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
\$5,000 per unit cost, it shall be considered a disallowed cost and the
Subrecipient shall be solely liable for the total cost of such purchase.

1 **I. Inventory and Disposal of Equipment**

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

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

21 2. Disposition of Equipment

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

- 25 • The Subrecipient may keep and use the equipment in the
26 program or project for which acquired as long as needed,
27 whether or not the project or program continues to be
28 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.

29 (b) Calculation of "Fair Market" Value

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

- 8 • Auctions
- 9 • Classified advertisements for similar used items
- 10 • Dealers
- 11 • Licensed appraisers

12 (c) Property Records Retention

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

20 **J. Maintenance of Records and Participant Files; Access to Records and Files**

- 21 1. Subrecipient shall maintain WIOA eligibility documentation and Participant
22 records as prescribed by the County and shall upload the required
23 documentation to CalJOBS on a daily basis.
- 24 2. Files for each participant with respect to all matters covered by this
25 Agreement shall be maintained for a period of seven (7) years after
26 termination of this Agreement and until any other pending matters are
27 completed.

28 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
prior notice. Subrecipient shall provide to County reports and information
related to this Agreement as may be requested by County.

3. Confidentiality Requirement

The Subrecipient and the County will exchange various kinds of information
pursuant to this Agreement. The information will include data, applications,
program files and databases. These data and information are confidential

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

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

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

27 **K. Program Compliance**

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

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

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

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

34 To ensure the effective use of WIOA funds, the Subrecipient's enrollment and/or
35 expenditures shall be reviewed monthly by the County to determine if goals are
36 being met and whether budgeted funds will be fully earned within the term of this
37 Agreement. Should enrollments or expenditures fall below target, County will send
38 to Subrecipient a notice stating any such deficiency before the end of the month in
39 which such deficiencies are noted. Failure to send such notice by County before the
40 end of the subject month shall not constitute a waiver of such deficiency by County.

1 The Subrecipient's Monthly Enrollment Plan is attached hereto as Exhibit 2 and
2 incorporated herein by this reference and the Performance Measurements are
3 included as part of Exhibit 1 of this Agreement. Subrecipient is responsible for
4 continually monitoring program enrollments, as well as their program performance.
5 The County shall also have the right to review program enrollments and program
6 performance to ensure compliance with the terms of this Agreement.

7 As part of the Subrecipient's duties in connection with the performance of this
8 Agreement, the Subrecipient shall monitor WIOA program activities of its Vendors
9 where financial VSCs are established. The Subrecipient shall establish a process
10 and develop a checklist of areas reviewed during the monitoring of services. If the
11 vendor is found to be noncompliant in the delivery of services, then the Subrecipient
12 may elect to terminate the VSC or provide a period of correction to the Vendor. A
13 written record of action taken must be kept on file and delivered to the County at the
14 time of program compliance review.

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

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

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

28 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.

21 L. Termination and Other Remedies

22 1. Failure to Perform

23 The Subrecipient assumes full responsibility for performance of this
24 Agreement and the VSCs executed pursuant to or funded by this Agreement.
25 In addition to the indemnity and hold harmless provisions set forth in Section
26 N.12 below, Subrecipient hereby acknowledges and agrees to indemnify the
27 County for failure, non-performance or default of any of its subcontractors or
28 Vendors. Further, the Subrecipient assumes full liability and acknowledges
and agrees to reimburse the County in full for the Subrecipient's or any of its

1 subcontractors or Vendors are in noncompliance with any term, prohibition or
2 condition of the regulations governing this Agreement. The Subrecipient also
3 agrees the County or its designated agent has full recourse to exercise any
4 and all remedies available for the Subrecipient's failure to perform any part of
5 this Agreement.

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 thirty (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 Subrecipient's failure to obtain 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 thirty (30) calendar days written notice prior to the effective date of such termination.

4. Obligations Upon Termination

(a) All property purchased, documents, data, studies, reports and records prepared by the Subrecipient under this Agreement, and any property transferred from previous programs, shall be disposed of according to the County direction.

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

11 5. Other Remedies Reserved by the County

12 (a) Notice to Correct Performance and Notice of Probation

- 13 (1) The County may place the Subrecipient on probation with
14 notice to correct for failure to fully comply with the terms and
15 conditions of this Agreement by giving written notice, which
16 shall be effective upon receipt.
- 17 (2) Said notice shall set forth the period of probation, the reason
18 for the notice and the specific conditions of noncompliance.
- 19 (3) Within ten (10) working days, the Subrecipient shall reply in
20 writing, setting forth a corrective action plan that describes
21 actions that will be undertaken in resolving the reasons for
22 probation. Such plans are subject to County approval.
23 Progress reports will be submitted to the County every thirty
24 (30) calendar days thereafter until the reasons for probation
25 are resolved.

26 (b) Suspension

- 27 (1) The County may determine that suspension of all or part of the
28 project operations of Subrecipient for failure to fully comply
with the terms and conditions of this Agreement may be
warranted. By giving written notification of suspension and a
notice to correct, Subrecipient agrees to abide by the terms of

1 the notice and respond as directed. Said notice shall be
2 effective upon receipt.

3 (2) Said notice shall set forth the specific conditions of non-
4 compliance, the period provided for corrective actions and any
5 other requirements of performance to remedy deficiencies.

6 (3) Within ten working days, the Subrecipient shall reply in writing,
7 setting forth the corrective actions that will be undertaken in
8 resolving the reasons for suspension. Corrective actions are
9 subject to County approval. Progress reports will be submitted
10 to County every thirty (30) calendar days thereafter until the
11 reasons for suspension are resolved.

12 (c) Rights and Remedies are Cumulative

13 Except with respect to rights and remedies expressly declared to be
14 exclusive in this Agreement, the rights and remedies of the Parties are
15 cumulative and the exercise by either Party of one or more of such
16 rights or remedies shall not preclude the exercise by it, at the same
17 or different times, of any other rights or remedies for the same default
18 or any other default by the other Party.

19 (d) Request for Waivers and Waiver of Breach

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

M. Dispute Resolution

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

2. Mediation

Subrecipient and County agree that in the event of any controversy or dispute
between County and Subrecipient arising out of this Agreement, regardless of
the nature of the claim or dispute, whether in tort, contract, or otherwise,
which are not adequately addressed by the County's informal and formal

1 dispute resolution process, if applicable, shall be submitted to mediation. The
2 Parties shall jointly select a mediator acceptable to the Subrecipient and
County. The mediation shall take place in Riverside County.

3 This section does not apply to any controversy or dispute between the
4 County and the Subrecipient arising out of the Subrecipient's failure to obtain
Quality Assurance Certification.

5 3. Dispute Resolution Costs

6 Each Party shall be responsible for its own costs and legal fees associated
7 with any dispute resolution procedure, including, but not limited to informal or
8 formal mediation or litigation. The use of WIOA funds for legal proceedings
9 of any nature is strictly prohibited. Such prohibited uses include, but are not
limited to legal fees and costs of mediation, arbitration, or informal or formal
dispute resolution.

10 **N. General Provisions**

11 1. Acceptance of Service of Process

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

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

19 2. Authority to Sign

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

23 3. Amendment to Agreement

24 This Agreement is subject to amendment, as necessary, in accordance with
25 requirements contained in any future federal or state legislation, regulations,
26 or policy. Either Party may request an amendment or modification to this
27 Agreement. The Subrecipient assumes control and responsibility for all
28 fiscal, financial and programmatic matters. Amendments shall be in writing
and must be reviewed and stamp approved by the County's Deputy County

1 Counsel and properly executed by both Parties' authorized signatories. The
2 County shall have the right to reject Agreement modifications if such request
3 represents expenses or obligations incurred prior to the Subrecipient
4 receiving written approval and/or County approved funding.

5 Subrecipient and County acknowledge and agree that there may be statutory,
6 regulatory and policy amendments pertaining to WIOA that may impact the
7 administration of this Agreement. As such, Subrecipient shall comply with
8 any and all new, amended or revised laws, regulations and/or procedures
9 that apply to the performance of this Agreement and such laws, regulations
10 and procedures shall be automatically incorporated herein. In addition,
11 Subrecipient shall also execute any such amendments to this Agreement
12 necessary to incorporate such changes as requested by County in its sole
13 discretion.

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
4. Approvals

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

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

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

1 obligations under this Agreement shall be suspended for the duration of the
2 interruption provided Subrecipient provides County with written notice of such
3 interruption including the commencement date. If a substantial portion of the
4 services that Subrecipient has agreed to provide hereunder are interrupted
5 for more than thirty (30) days, the County may terminate this Agreement upon
6 providing ten (10) calendar days written notice to Subrecipient, and the
7 Obligation Upon Termination set forth in section L.4. above shall apply.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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. 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, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity 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.

If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any Party hereunder, shall be held by a court of competent jurisdiction to be invalid or 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

1 an enforceable clause or provision as similar in terms to such illegal, invalid,
2 or unenforceable clause or provision as may be possible.

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

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

16 As used in this Agreement, and as the context may require, the singular
17 includes the plural and vice versa, and the masculine gender includes the
18 feminine and vice versa.

19 **9. Venue and Jurisdiction**

20 This Agreement shall be governed by the laws of the State of California. Any
21 legal action related to the performance or interpretation of this Agreement
22 shall be filed only in the Superior Court of the State of California located in
23 Riverside, California, and the Parties waive any provision of law providing for
24 a change of venue to another location.

25 **10. Fraud and Abuse**

26 The Subrecipient shall establish and implement appropriate internal
27 management procedures to prevent fraud, abuse and criminal activity.
28 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 an emergency,
operational or fiscal nature, Subrecipient shall submit a written report within
five (5) business days of becoming aware of the allegation(s), documenting
the facts and circumstances of such allegation(s).

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,

1 DOL Exceptions 2 CFR 2900, federal regulations and state statutes,
2 regulations and policies.

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

12. Hold Harmless/Indemnification

Subrecipient shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, Boards and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively referred to as "Indemnitees") from any liability, action, claim or damage whatsoever, based or asserted upon any services of Subrecipient, its officers, employees, subcontractors, 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. Subrecipient shall defend the Indemnitees at its sole expense, all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

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 indemnification to Indemnitees as set forth herein.

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

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

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

Subrecipient's obligations set forth in this Section N.12 shall survive the expiration or earlier termination of this Agreement.

13. Insurance

Without limiting or diminishing the Subrecipient's obligation to indemnify or hold the County harmless, Subrecipient shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance

1 coverage's during the term of this Agreement. As respects to the insurance
2 section only, the County herein refers to the County of Riverside, its
3 Agencies, Districts, Special Districts, Boards, and Departments, their
4 respective directors, officers, Board of Supervisors, employees, elected or
5 appointed officials, agents or representatives as Additional Insureds.

6 (a) Worker's Compensation

7 If the Subrecipient has employees as defined by the State of
8 California, the Subrecipient shall maintain statutory Workers'
9 Compensation Insurance (Coverage A) as prescribed by the laws of
10 the State of California. Policy shall include Employers' Liability
11 (Coverage B) including Occupational Disease with limits not less than
12 \$1,000,000 per person, per accident. The policy shall be endorsed to
13 waive the subrogation in favor of the County of Riverside.

14 (b) Commercial General Liability

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

25 (c) Vehicle Liability

26 If vehicles or mobile equipment are used in the performance of the
27 obligations under this Agreement, then Subrecipient shall maintain
28 liability insurance for all owned, non-owned or hired vehicles so used
in an amount not less than \$1,000,000 per occurrence combined
single limit. If such insurance contains a general aggregate limit, it
shall apply separately to this agreement or be no less than two (2)
times the occurrence limit. Policy shall name the County as Additional
Insureds or provide similar evidence of coverage approved by
County's Risk Manager.

(d) General Provisions – All lines

Any insurance carrier providing insurance coverage hereunder shall
be admitted to the State of California and have an A M BEST rating of
not less than A: VIII (A:8) unless such requirements are waived, in
writing, by the County Risk Manager. If the County's Risk Manager

1 waives a requirement for a particular insurer such waiver is only valid
2 for that specific insurer and only for one policy term.

3 The Subrecipient must declare its insurance, self-insured retention for
4 each coverage required herein. In any such self-insured retention
5 exceeds \$500,000 per occurrence each such retention shall have the
6 prior written consent of the County's Risk Manager before the
7 commencement of operation under this Agreement. Upon notification
8 of self-insured retention unacceptable to the County, and at the
9 election of the County's Risk Manager, Subrecipient's carrier shall
10 either: 1) reduce or eliminate such self-insured retention as respects
11 this Agreement with the County, or 2) procure a bond which
12 guarantees payment of losses and related investigations, claims
13 administration, and defense costs and expenses.

14 Subrecipient shall cause Subrecipients' insurance carrier(s) to furnish
15 the County of Riverside with either 1) copies of the Certificate(s) of
16 Insurance and Endorsements effecting coverage as required herein,
17 or 2) if requested to do so orally or in writing by County Risk Manager,
18 provide original Certified copies of policies including all Endorsements
19 and all attachments thereto, showing such insurance is in full force
20 and effect. Further, said Certificate(s) and policies of insurance shall
21 contain the covenant of the insurance carrier(s) that a minimum of
22 thirty (30) days written notice shall be given to the County of Riverside
23 prior to any material modification, cancellation, expiration or reduction
24 in coverage of such insurance.

25 In the event of any material modification, cancellation, expiration or
26 reduction in coverage, this Agreement shall terminate forthwith,
27 unless the County of Riverside receives, prior to such effective date,
28 another properly executed original Certificate of Insurance and
original copies of endorsement of certified original policies, including
all endorsements and attachments thereto evidencing coverage's set
forth herein and the insurance required herein is in full force and
effect. Subrecipient shall not commence operations until the County
has been furnished original Certificate(s) of Insurance and certified
original copies of endorsements and if requested, certified original
policies of insurance including all endorsements and any and all other
attachments as required in this Section. An individual authorized by
the insurance carrier shall sign the original endorsements for each
policy and the Certificate of Insurance.

It is understood and agreed to by the Parties hereto that the
Subrecipient's insurance shall be construed as primary insurance, and
the County's insurance and/or deductibles and/or self-insured
retention's or self-insured programs shall not be construed as
contributory.

1 If, during the term of this Agreement or any extension thereof, there is
2 a material change in the scope of services; or, there is a material
3 change in the equipment to be used in the performance of the scope
4 of work; or, the term of this Agreement, including any extensions
5 thereof, exceeds five (5) years; the County reserves the right to adjust
6 the types of insurance and the monetary limits of liability required
7 under this Agreement, if in the County Risk Manager's reasonable
8 judgment, the amount or type of insurance carried by the Subrecipient
9 has become inadequate.

7 Subrecipient shall pass down the insurance obligations contained
8 herein to all tiers of subcontractors and vendors working under this
9 Agreement.

9 The insurance requirements contained in this Agreement may be met
10 with a program(s) of self-insurance acceptable to the County.

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

13 14. Integration of Entire Agreement and Waivers

14 This Agreement, including all of the Exhibits attached hereto, constitutes the
15 entire understanding and Agreement of the Parties. This Agreement
16 integrates all of the terms and conditions mentioned herein or incidental
17 hereto, and supersedes all negotiations or previous agreements between the
18 Parties with respect to all or any part of the subject matter hereof. No verbal
19 commitment or conversation with any officer, agent or employee of either
20 Party shall affect or modify any of the terms and conditions of this Agreement.

18 In addition to the requirements set forth in this Agreement, all waivers of the
19 provisions of this Agreement must be in writing and signed by the appropriate
20 Parties of the County or Subrecipient.

21 15. Intellectual Property

22 In any Agreement funded in whole or in part by the federal government, the
23 County may acquire and maintain the intellectual property rights, title and
24 ownership, which results directly or indirectly from the Agreement, except as
25 provided in 37 CFR Part 401.14. However, pursuant to Uniform guidance 2
26 CFR part 200 and DOL exceptions 2 CFR Part 2900, the federal
27 government shall have a royalty-free, nonexclusive, irrevocable, paid-up
28 license throughout the world to use, duplicate or dispose of such intellectual
property throughout the world in any manner for governmental purposes
and to have and permit others to do so.

16. Inventions, Patents and Copyrights

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

Unless otherwise provided, when copyrighted material is developed in the course of or under this Agreement, the County may permit which developed the work are free to copyright 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).
- (b) Conditions of employment or training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, age and proficiency of the participant.
- (c) Health and safety standards established under State, Federal and local law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants. With respect to any participant in a program conducted under this Agreement who is engaged in activities that are not covered by health and safety standards under OSHA of 1970, the Subrecipient shall prescribe by regulation, such standards as may be necessary to protect the health and safety of such participants.

- 1 (d) No program under WIOA shall impair 1) existing contracts for
2 services, or 2) existing collective bargaining agreements, unless the
3 employer and the labor organization concur, in writing, with respect to
4 any elements of the proposed activities, which affect such agreement.
5
6 (e) A participant in a program or activity authorized under WIOA must not
7 displace (including a partial displacement, such as a reduction in the
8 hours of non-overtime work, wages, or employment benefits) any
9 currently employed employee (as of the date of the participation).
- 10 (f) No participant shall be employed or job opening filled: 1) when any
11 other individual is on layoff from the same or any substantially-
12 equivalent job, or 2) when the employer has terminated the
13 employment of any regular employee or otherwise reduced its
14 workforce with the intention of filling the vacancy created by hiring a
15 participant.

16 18. No Duplication of Services

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

22 19. Non-liability 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.

27 20. No Partnership

28 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 Subrecipient or any other person.

21 21. No Third Party Beneficiaries

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

25 22. Ownership/Use of Agreement Materials and Products

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

6 23. Payment of Benefits (where applicable)

7 When applicable, participants employed in activities authorized under this
8 Agreement shall be paid wages that shall not be less than the higher of the
9 following: 1) the minimum wage under § 6(a)(1) of the Fair Labor Standards
10 Act of 1938, 2) the minimum wage under the applicable state or local
11 minimum wage law, or 3) the prevailing rates of pay for individuals employed
12 in similar occupations by the same employer.

13 When applicable, participants employed in paid work experience activities
14 funded under WIOA may receive related benefits in the public, private, for-
15 profit or non-profit sectors where the objective assessment and individual
16 service strategy indicate that work experiences are appropriate. (WIOA sec.
17 129)

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

20 24. Permits and Licenses

21 The Subrecipient shall obtain and pay for all permits and licenses necessary
22 for the performance of this Agreement. The County is not permitted to waive
23 any fees for services except as otherwise required by law. Subrecipient shall
24 comply with all State or other licensing requirements, including but not limited
25 to the provisions of Chapter 9 of Division 3 of the Business and Professions
26 Code. All licensing requirements shall be met at the time proposals are
27 submitted to the County. Subrecipient warrants that it has all necessary
28 permits, approvals, certificates, waivers and exemptions necessary for
performance of this Agreement as required by the laws and regulations of the
United States, the State of California, the County of Riverside and all other
governmental agencies with jurisdiction; Subrecipient shall maintain these
throughout the term of this Agreement and agrees that all service(s) will be
performed by properly trained and licensed staff.

29 25. Press Releases/Published Announcements

30 In all communications with the press, television, radio or any other means of
31 communicating with the general community regarding any items which are
32 related to the program funded by this Agreement, the Subrecipient shall use

1 County language in all written material and shall use this language in any
2 audio or video production. The Subrecipient will obtain approval from the
3 County prior to publication or production.

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

26. Prohibited Activities

- (a) The Subrecipient will assure that no funds under this Agreement shall be used to assist, promote or deter union organizing activities.
- (b) No funds provided under this Agreement shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.
- (c) The Subrecipient is prohibited from using funds under this Agreement for the purpose of instituting legal proceedings or legal disputes against the County, the Grantor, the Department of Labor or its official representatives.
- (d) No person or organization may charge an individual a fee for the placement or referral of the individual in or to a workforce system training program.
- (e) No funds provided under the Act shall be used for employment 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 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 in the hours of non-overtime work, wages or employment benefits). The Subrecipient will assure that no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities currently employed individuals.
- (h) No funds provided under this Agreement shall be used or proposed for use to encourage or induce relocation if it would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.
- (i) No funds, materials, property, services and participant shall be used for, or employed on, the construction, operation or maintenance of any facility as is used for sectarian instruction or as a place for religious worship.

27. Standards of Conduct

- (a) Every reasonable course of action shall be taken by the Subrecipient in order to maintain the integrity of the expenditure of public funds and

1 to avoid favoritism and questionable or improper conduct. This
2 Agreement shall be administered by the Subrecipient in an impartial
3 manner, free from efforts to gain personal, financial or political gain.
The Subrecipient agrees to conform to the nondiscrimination
requirements set forth in WIOA.

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

16 (c) Subrecipient shall avoid any and all conflict of interest instances.
17 Conflict of interest is a situation in which a person has a duty to more
18 than one person or organization, but cannot do justice to the actual or
19 potentially adverse interests of both Parties. This includes when an
20 individual's personal interests or concerns are inconsistent with the
21 best for a customer, or when a public official's personal interests are
22 contrary to his/her loyalty to public business. An attorney, an
23 accountant, a business adviser or realtor cannot represent two parties
24 in a dispute and must avoid even the appearance of conflict. He/she
25 may not join with a client in business without making full disclosure of
26 his/her potential conflicts, must avoid commingling funds with the
27 client and never take a position adverse to the customer.

23 (d) The Subrecipient shall insure that any of its employees who were
24 formerly employed by the County of Riverside Economic Development
25 Agency /Workforce Development Division ("EDA/WDD") in a position
26 that could have enabled such individuals to impact policy regarding or
27 implementation of programs covered by this Agreement, will not be
28 assigned to any part or phase of the activities conducted pursuant to

1 this Agreement for a period of not less than two years following the
2 termination of such employment.

- 3 (e) The Subrecipient shall insure that no relative by blood, adoption or
4 marriage of any executive or employee of the Subrecipient, will
5 receive favorable treatment when considered for enrollment in
6 programs provided by or employment under this Agreement.
- 7 (f) The Subrecipient and its employees will be particularly aware of the
8 varying degrees of influence that can be exerted by personal friends
9 and associates and, in administering the Agreement, will exercise due
10 diligence to avoid situations which give rise to an assertion that
11 favorable treatment is being granted to friends and associates. No
12 relative by blood, adoption or marriage of any executive or employee
13 of the Subrecipient will receive any favorable treatment for
14 employment with the Subrecipient or enrollment into the program
15 funded by this Agreement.
- 16 (g) The Subrecipient may not hire a person in an administrative capacity,
17 staff position or work experience training position with funds provided
18 by this Agreement if a member of that person's immediate family is
19 engaged in an administrative capacity for the Subrecipient.
- 20 (h) The Subrecipient assures that none of its directors, officers,
21 employees or agents shall participate in selecting or administering any
22 subcontract supported (in whole or in part) by federal funds where
23 such person is a director, officer, employee or agent of the
24 subcontractor, or where such person knows or should have known
25 that:
26 i. A member of such person's immediate family or partner or
27 organization has a financial interest in the subcontract;
28 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
subcontract.
- (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 subcontract 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
subcontractor 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.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

28 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.

29. Applicable Websites

Agency	Web Site
Riverside County Economic Development Agency/Workforce Development 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

O. **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 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 it 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 Subrecipient shall 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 Subrecipient's drug-free policy statement and agree to abide by the terms of the Subrecipients' 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

1 amounts in excess of \$150,000 must contain a provision that requires
2 the non-Federal award to agree to comply with all applicable standards,
3 orders or regulations issued pursuant to the Clean Air Act and the
4 Federal Water Pollution Control Act as amended. Violations must be
5 reported to the Federal awarding agency and the Regional Office of the
6 Environmental Protection Agency (EPA). The Subrecipient ensures
7 that it complies with all applicable standards, order, or requirements
8 under the Clean Air Act, the Federal Water Pollution Control Act,
9 Executive Order 11738, and EPA regulations. The authorized
10 representative, in signing this Agreement, certifies that he/she has
11 read and that his/her agency is in compliance with all terms.

- 12 b. Energy Policy and Conservation Act – Subrecipient shall comply with
13 mandatory standards and policies relating to energy efficiency which
14 are contained the state energy conservation plan issued in
15 compliance with the Energy Policy and Conservation Act.
- 16 c. Air or Water pollution Violation – Subrecipient shall not be in violation
17 of any order or resolution not subject to review promulgated by the
18 State Air Resources Board or an air pollution district; subject to cease
19 and desist order not subject to review issued pursuant prohibitions; or
20 finally determined to be in violation of provisions of federal law relating
21 to air and water pollution.

- 22 9. Fair Labor Standards Act (1938) provides minimum wage and overtime
23 requirements. Under FLSA, all non-exempt employees are entitled to cash
24 overtime for all hours worked over 40 in a workweek. The Act, as amended
25 by the Minimum Wage Increase Act of 1996, is enforced by the Wage and
26 Hour Division of the Department of Labor and private lawsuits.
- 27 10. Family Educational Rights and Privacy Act of 1974 and related state law and
28 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 Department of Homeland Security.
- 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 ("MSSA") 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 3 of the MSSA (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 "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 federal government to which he may not be entitled, and then uses false statements or records in order to retain the money. In addition to its substantive provisions, the FCA provides that private parties may bring an action on behalf of the United States. 31 U.S.C. 3730 (b). These private parties, known as "qui tam relators," may share in a percentage of the proceeds from an FCA action or settlement. Section 3730(d)(1) of the FCA provides, with some exceptions, that a qui tam relator, when the Government has intervened in the lawsuit, shall receive at least 15 percent but not more than 25 percent of the proceeds of the FCA action depending upon the extent to which the relator substantially contributed to the prosecution of the action. When the Government does not intervene, section 3730(d)(2) provides that the relator shall receive an amount that the court decides is reasonable and shall be not less than 25

1 percent and not more than 30 percent. The FCA provides protection to *qui*
2 *tam* relators who are discharged, demoted, suspended, threatened,
3 harassed, or in any other manner discriminated against in the terms and
4 conditions of their employment as a result of their furtherance of an action
5 under the FCA. 31 U.S.C. 3730(h).

6 16. National Labor Relations Board ("NLRB") certifies that no more than one final
7 unappealable finding of contempt of court by a federal court has been issued
8 against the Subrecipient within the immediately preceding two-year period
9 because of Subrecipient's failure to comply with an order of a federal court
10 which orders the Subrecipient to comply with an order of the NLRB.

11 17. Nondiscrimination Clause the conduct of the Parties to this Agreement shall
12 comply with Title VI of the Civil Rights Act of 1964 and the Rules and
13 Regulations promulgated under the provision of WIOA, Section 188. As a
14 condition to the award of financial assistance from the Department of Labor
15 under Title I of WIOA, the Subrecipient assures that it will comply fully with
16 the nondiscrimination and equal opportunity provision of the following laws:
17 The nondiscrimination and equal opportunity provisions found in Section 188
18 of WIOA and 29 CFR Part 38 prohibition of discrimination on the basis of
19 race, color, religion, sex (including pregnancy, childbirth, and related medical
20 conditions, transgender status, and gender identity), national origin (including
21 Limited English Proficiency), age, disability, political affiliation or belief, or - for
22 beneficiaries, applicants, and participants only- on the basis of citizenship
23 status or participation in a WIOA Title I-Financially Assisted Program or
24 Activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits
25 discrimination on the basis of race, color and national origin; Section 504 of
26 the Rehabilitation Act of 1973, as amended, which prohibits discrimination
27 against qualified individual with disabilities; The Age Discrimination Act of
28 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 Subrecipient's operation of the
WIOA Title I-Financially Assisted Program or Activity, and to all agreements
that the grant applicant makes to carry out the WIOA Title – Financially
Assisted Program or Activity. The Subrecipient will comply fully with the
nondiscrimination and equal opportunity provisions of the WIOA and
acknowledge the government's right to seek judicial enforcement of the
nondiscrimination assurance. The Subrecipient will conform to
nondiscrimination provisions of the WIOA and other federal nondiscrimination
requirement as referred to in WIOA Section 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

1 I, or otherwise unlawfully denied to any individual a benefit to which that
2 individual is entitled under the provision of WIOA Title I or the County's
3 regulations, the County shall, within thirty (30) days, take such action or order
such corrective measures, as necessary, with respect to the recipient or the
aggrieved individual, or both.

4 18. The Subrecipient assures that it has an Equal Employment Opportunity
5 ("EEO") policy that complies with the nondiscrimination and equal opportunity
6 provisions of WIOA and its implementing regulations. Subrecipient assures
7 that its EEO policy covers staff and participants served under this Agreement
8 and that it does not discriminate, on the basis of race, color, religion, sex
9 (including pregnancy, childbirth, and related medical conditions, transgender
10 status, and gender identity), national origin (including Limited English
11 Proficiency), age, disability, political affiliation or belief, or - for beneficiaries,
12 applicants, and participants only- on the basis of citizenship status or
13 participation in a WIOA Title I-Financially Assisted Program or Activity, in the
14 selection of participants and staff personnel. The policy shall cover, but not
15 be limited to, the following: employment, promotion, demotion or transfer,
16 recruitment or recruitment advertising, layoff or termination, rates of pay or
17 other forms of compensation and selection for training. The Subrecipient will
18 take action to ensure that applicants, participants or employees are treated
19 during training/employment without regard to race, color, religion, sex
20 (including pregnancy, childbirth, and related medical conditions, transgender
21 status, and gender identity), national origin (including Limited English
22 Proficiency), age, disability, political affiliation or belief or - for beneficiaries,
23 applicants, and participants only- on the basis of citizenship status or
24 participation in a WIOA Title I-Financially Assisted Program or Activity. Such
25 action shall include, but not be limited to, the following: employment,
26 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff
27 or termination, rates of pay or other forms of compensation and selection for
28 training, including apprenticeship. The Subrecipient agrees to post, in
conspicuous places available to employees and applicants for employment
and/or training, notices setting forth the provision of this nondiscrimination
clause. In the event of the Subrecipient's noncompliance with the
nondiscrimination 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
20 a work place that is free from recognized hazards that cause, or are likely to
21 cause, death or serious physical harm to employees. The Act also
22 establishes the Occupational Safety and Health Administration that is
23 responsible for promulgating workplace safety standards and regulations for
24 various industries. The Act is enforced by the Occupational Safety and
25 Health Administration.

- 1 20. Political Reform Act (of 1974, amended in 1996) requires each state and local
2 agency to adopt a conflict of interest code. Conflict of interest codes are
3 required to prohibit officials of any state or local government agency from
4 making, participating or in any way attempting to use their official position to
5 influence a governmental decision in which the official knows or has reason
6 to know that he or she has a financial interest.
- 7 21. Sectarian Activities are not permitted and does not provide for the
8 advancement or aid to any religious sect, church or creed, or sectarian
9 purpose nor does it help to support or sustain any school, college, university,
10 hospital or other institution controlled by any religious creed, church or
11 sectarian denomination whatsoever, as specified by Article XVI, Section 5, of
12 the Constitution regarding separation of church and state.
- 13 22. Vietnam Era Veteran's Readjustment Assistance Act (1974) makes it
14 unlawful for employers to discriminate against veterans of the Armed Forces
15 in their employment practices. It also provides veterans with certain
16 reemployment, seniority, health benefit, and pension rights with respect to
17 prior employment.
- 18 23. Whistleblower Protection Statutes (1989) protect employees of financial
19 institutions and government Subrecipients from discriminatory and retaliatory
20 employment actions because of reporting violations of the law to federal
21 authorities. The Act is enforced by the Wage and Hour Division of the
22 Department of Labor.

P. Definitions

- 23 • **Adult Mentoring** Youth advocacy, instruction and constructive critiquing of youth's academic
24 performance and social behavior provided by a caring adult to challenge youth to
25 attain short-term goals that will ultimately lead to becoming self-sufficient and
26 successful adults.
- 27 • **Apprenticeship** A qualified apprenticeship is a program approved and recorded by the ETA/Bureau
28 of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship
29 Agency.
- 30 • **Assessment** An independent and comprehensive evaluation of an individual to identify skills,
31 abilities, aptitudes and interest, used to design an Individual Service Strategy (ISS).
- 32 • **Basic Skills Deficient** An individual youth who has English reading, writing, or computing skills at or below
33 the 8th grade level on a generally accepted standardized test; or an individual that is
34 unable to compute or solve problems, or read, write, or speak English, at a level
35 necessary to function on the job, in the individual's family, or in society.
- 36 • **Basic Skills Training** Remedial training in reading comprehension, math computation, writing, speaking
37 English at a level to function on the job, in the individual's family, or in society,
38 listening, problem solving, reasoning and the capacity to use these skills. Remedial
39 training should measurably increase the individual's level above the 8th grade.
- 40 • **Career Pathway** The term "career pathway" means a combination of rigorous and high-quality
41 education, training, and other services that
42 a) aligns with the skill needs of industries in the economy of the State or regional
43 economy involved;
44 b) prepares an individual to be successful in any of a full range of
45 secondary or postsecondary education options, including apprenticeships registered
46 under the Act of August 16, 1937 (commonly known as the "National Apprenticeship
47 Act"; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.);
48 c) includes counseling to support an individual in achieving the
49 individual's education and career goals;
50 d) includes, as appropriate, education offered concurrently with and in the same
51 context as workforce preparation activities and training for a specific occupation or
52 occupational cluster; same context as workforce preparation activities and training
53 for a specific occupation or occupational cluster;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 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.
- **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

Agreement Number: PY 2018/2019-<Insert City>
WIOA Youth Subgrant K7102058/PY 2018-2019
Catalog of Federal Domestic Assistance (CFDA) # <Insert Number>
Duns Number:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 the Social Security Act (42 U.S.C. 601 et seq.).
- l) Single parents (including single pregnant women).
- m) Long-term unemployed individuals.
- n) Such other groups as the Governor involved determines to have barriers to employment.

- Individual with a Disability

In general, this term means an individual with a disability as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102).

- In-Program Skill Gains

Measurable skill gains attained by program participants while they are placed in education or training that leads to a recognized postsecondary credential or to employment.

- In-School Youth

An individual who is attending school (as defined by State law); not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than age 21; a low-income individual; and one or more of the following:

- a) Basic skills deficient.
- b) An English language learner.
- c) An offender.
- d) 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.
- e) Pregnant or parenting.
- f) A youth who is an individual with a disability.
- g) An individual who requires additional assistance to complete an educational program or to secure or hold employment.

- Labor Market Area

This term means an economically integrated geographic area within which 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

Agreement Number: PY 2018/2019-<Insert City>
WIOA Youth Subgrant K7102058/PY 2018-2019
Catalog of Federal Domestic Assistance (CFDA) # <Insert Number>
Duns Number:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 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 Training that includes apprenticeship programs and/or training opportunities in local growth industries.
- 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.
- 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.
- Outcome Documented effect or impact of a service or intervention
- 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.
- 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

Agreement Number: PY 2018/2019-<Insert City>
WIOA Youth Subgrant K7102058/PY 2018-2019
Catalog of Federal Domestic Assistance (CFDA) # <Insert Number>
Duns Number:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 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.
- Pre-employment/Work Maturity Skills

The skills that assist a youth to find and keep employment, such as, resume writing, completing job applications, interviewing techniques, how to dress for a job, punctuality and attendance, attitudes/behavior, task completion, etc.
- 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.
- 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.
 - 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 CALJOBS. 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
- Completion of an Industry Recognized Certificate, or a 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.

- 1 • 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.
- 2 • 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
3 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.
- 4 • 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.
- 5 • WIOA Local Area Local workforce development areas within the state that take into consideration:
6 a) geographic areas served by local educational agencies, intermediate
educational agencies, post-secondary educational institutions and vocational
education schools;
7 b) extent to which such local areas are consistent with labor market areas;
8 c) distance that individuals will need to travel to receive services;
resources of such local areas that are available to effectively administer the
9 activities carried out under WIOA.
- 10 • 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
11 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
12 requirements.
- 13 • Workforce Development System A system that makes available the core programs, the other one-stop partner
14 programs, and any other programs providing employment and training services as
identified by a State board or local board.
- 15 • Workforce Preparation Activities Activities, programs, or services designed to help an individual acquire a
16 combination of basic academic skills, critical thinking skills, literacy skills, and self-
management skills, including competencies in utilizing resources, using information,
17 working with others, and understanding systems, and obtaining skills necessary for
successful transition into and completion of post-secondary education or training, or
18 employment.
- 19 • Youth-Opportunity Center or YOC A safe, comfortable youth-friendly environment where youth can access a variety of
20 services to meet their needs. The facility must be accessible by public transportation
and must be Americans with Disabilities Act compliant.
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

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

SUBRECIPIENT:

<Insert Entity>
A California Corporation

9 Signature: _____

Signature: _____

10 Print Name:

Print Name:

11 Title: Director of Workforce Development

Title: Executive Director

12 Dated: _____

Dated: _____

13
14
15 APPROVED AS TO FORM:

16 Gregory P. Priamos
17 County Counsel

18
19
20 By:  5/24/2018

21 Amrit Dhillon
22 Deputy County Counsel