

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



**ITEM
3.23
(ID # 7441)**

MEETING DATE:
Tuesday, July 31, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) / WORKFORCE DEVELOPMENT
DEPARTMENT: Approval of Service Agreement for IERPU SlingShot
Healthcare Industry Coordinator Between County of Riverside and Reach Out
West End, Inc., All Districts. [\$60,000-100% Workforce Innovation and
Opportunity Act Funds]; CEQA Exempt (Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

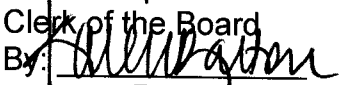
1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Approve the attached Service Agreement for Inland Empire Regional Planning Unit (IERPU) SlingShot Healthcare Industry Coordinator between the County of Riverside Economic Development Agency, Workforce Development Division and Reach Out West End Inc. (Service Agreement);
3. Authorize the Assistant County Executive Officer/ECD, or designee, to sign the attached Service Agreement, approved as to form by County Counsel;
4. Authorize the Assistant County Executive Officer/ECD, or designee, to take all necessary steps to implement the Service Agreement, including, but not limited to signing subsequent necessary documents and any non-substantive amendments provided the maximum contract amount is not increased, subject to County Counsel approval; and
5. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk upon approval of the Service Agreement by the Board of Supervisors.

ACTION: Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington and Perez
Nays: None
Absent: Ashley
Date: July 31, 2018
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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STATE OF CALIFORNIA**

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|-----------------------------|--------------------------|---------------------------|---------------------|
| COST | \$60,000 | \$0 | \$60,000 | \$0 |
| NET COUNTY COST | \$0 | \$0 | \$0 | \$0 |
| SOURCE OF FUNDS: Federal Workforce Innovation and Opportunity Act (WIOA) Funds, 100% | | | Budget Adjustment: | No |
| | | | For Fiscal Year: | 18/19 |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The California Workforce Development Board (CWDB) designated Regional Planning Units made up of Local Workforce Development Boards (WDB) for the purpose of implementing regional activities under the Workforce Innovation and Opportunity Act (WIOA). The Inland Empire Regional Planning Unit (IERPU) includes the San Bernardino County Workforce Development Board and the Riverside County Workforce Development Board (RCWDB). In Spring 2017, the RCWDB and the Riverside County Board of Supervisors (Board) approved the Inland Empire Regional Plan for Program Years 2017-2020.

Since inception, the CWDB has awarded regional funds to the IERPU to maximize efficiency for WIOA regional planning, plan implementation, staff and WDB training, and expansion of the Inland Empire SlingShot Initiative (SlingShot Initiative). The SlingShot Initiative is a collaborative effort of government, community and industry leaders to tackle employment issues to stimulate economic growth, job creation and build talent needed to increase income mobility and regional prosperity.

As part of the SlingShot Initiative, a Request for Qualifications for the procurement of a Healthcare Industry Sector Coordinator took place and Reach Out West End Inc. (Reach Out) was chosen by the SlingShot Steering Committee in January 2017. Reach Out was subsequently awarded a one-year contract to serve as a regional subject matter expert to establish a pipeline of educated or skilled workers to meet the immediate and future needs of the healthcare industry through the Inland Empire region.

Reach Out has demonstrated its capability of delivering regional healthcare coordination services through the facilitation of trainings, the development of curriculum and by strengthening the relationship between the healthcare industry and the WDBs. Staff recommend that the Board approve the attached Service Agreement for IERPU Slingshot Healthcare Industry Coordinator between the County of Riverside and Reach Out West End Inc. (Service Agreement), attached hereto as Exhibit A, and approved as to form by County Counsel. The term of the Service Agreement commences on July 1, 2018 and terminates on June 30, 2019

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STATE OF CALIFORNIA**

and shall not exceed the maximum contract amount of \$60,000. Staff also recommend that the Board authorize the Assistant County Executive Officer/ECD, or designee, to sign the attached Service Agreement, and to take all necessary steps to implement the Service Agreement, including, but not limited to signing subsequent necessary documents and non-substantive amendments provided the maximum contract amount is not increased, subject to County Counsel approval.

The proposed Service Agreement was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption. The Service Agreement provides a mechanism to fund the continuation of workforce development services under the SlingShot Initiative; it can be seen with certainty that there is no possibility that the services may have a significant effect on the environment and will not lead to any direct or reasonably indirect physical environmental impacts, as they will have purely financial and administrative impacts.

Impact on Residents and Businesses

WIOA is designed to help job seekers access employment, education and support services to compete in the labor market and to fulfill employers' need for skilled workers. WIOA enhances the America's Job Center system and ensures it is job-driven, responding to the needs of employers and preparing workers for jobs that are available now and in the future.

Additional Fiscal Information

No County costs will be incurred and no budget adjustment is required at this time. 100% of the funds are derived from federal WIOA funds.

Contract History and Price Reasonableness

A Request for Qualifications for the procurement of a Healthcare Industry Coordinator under the regional SlingShot Initiative took place in July 2016. Through close evaluation of the Statements of Qualifications submitted and interviews with the top candidates, Reach Out was recommended for the procurement. The SlingShot Steering Committee, made up of members of the RCWDB and the SBWDB, approved the selection on January 5, 2017. Reach Out was subsequently awarded a one-year contract in the amount of \$90,000 by Riverside County, funded by the SlingShot Initiative, for the term of March 15, 2017 to March 31, 2018.

ATTACHMENTS:

Exhibit A – Service Agreement for IERPU SlingShot Healthcare Industry Coordinator
Exhibit B – Notice of Exemption

RF:HM:CH:LT:LS:tkp

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


Alex Gann 7/24/2018


Gregory V. Priamos, Director County Counsel 7/17/2018



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

8/1/18 Date

kb Initial

NOTICE OF EXEMPTION

June 25, 2018

Project Name: County of Riverside, Economic Development Agency (EDA) Workforce Development Service Agreement with Reach Out for the Healthcare Industry Sector Consultant

Project Number: 1900300000

Project Location: Riverside and San Bernardino Counties

Description of Project: The County of Riverside Board of Supervisors is seeking to continue a partnership with Reach Out to be the Inland Empire Regional Planning Unit (IERPU) regional Healthcare Industry Coordinator. The Coordinator is responsible for development of training curriculum and training courses based on the need of the healthcare sector, the incorporation of new companies to the SlingShot initiative, continued assessment of employee needs, project management support for projects that address skills gaps or employer needs and continued coordination with Riverside and San Bernardino County experts and the Deputy Sector Navigator. The position is funded by the Workforce Innovation and Opportunity Act Regional Implementation grant. The programs under WIA helped job seekers connect to good jobs and acquire the skills and credentials needed to obtain them. WIOA enhances the America's Job Center system and ensures it is job-driven, responding to the needs of employers and preparing workers for jobs that are available now and in the future. Reach Out was awarded the position through a procurement process as the previous Healthcare Industry Sector Consultant under the Inland Empire Regional SlingShot Initiative took place in July 2016. The partnership between the County and Reach Out will be implemented through the proposed service agreement which will commence on July 1, 2018 and expire on June 30, 2019, with a maximum contract value of \$60,000. The Service Agreement is identified as the proposed Project under the California Environmental Quality Act (CEQA). No expansion of an existing use will occur. No additional direct or indirect physical environmental impacts are anticipated from the implementation of healthcare industry coordination activities of the IERPU identified in the Services Agreement.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency and Reach Out.

Exempt Status: State CEQA Guidelines, Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Article 5, Section 15061.

Reasons Why Project is Exempt: The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the Services Agreement through the partnership between the County and Reach Out.

JUL 31 2018 3.23

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686 org

Administration
Aviation
Business Intelligence
Cultural Services
Community Services
Custodial

Housing
Housing Authority
Information Technology
Maintenance
Marketing

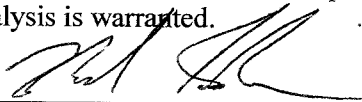
Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid.* This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The healthcare industry coordination activities of the IERPU are existing, established educational and job training services provided by the County through the Workforce Innovation and Opportunity Act. The Services Agreement will provide a partnership between the two entities that allow for the continued provision of workforce development services. The Services Agreement will not result in any direct or indirect physical effects. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____



Date: _____

6/25/18

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency



Date: June 25, 2018

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: County of Riverside Economic Development Agency Project
Workforce Development Service Agreement with Reach Out for the Healthcare Industry Sector Consultant

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file

SERVICE AGREEMENT

For

IERPU SlingShot Healthcare Industry Coordinator

Between

COUNTY OF RIVERSIDE

And

REACH OUT WEST END, INC.

WHEN DOCUMENT IS FULLY EXECUTED RETURN TO
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.



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1 This Service Agreement for IERPU SlingShot Healthcare Industry Coordinator
2 ("Agreement"), made and entered into this 1st day of July 2018, by and between Reach
3 Out West End, Inc., a California Nonprofit Corporation, (herein referred to as the
4 "CONTRACTOR") and the County of Riverside, a political subdivision of the State of
5 California, by and through its Economic Development Agency ("EDA"), Workforce
6 Development Division ("WDD"), (herein referred to as the "COUNTY").

7 **RECITALS**

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

11 WHEREAS, WIOA authorizes state and local workforce agencies such as the
12 COUNTY to administer programs like the Inland Empire Regional Planning Unit
13 ("IERPU") Regional Planning Implementation and SlingShot Project,

14 WHEREAS, members of the Riverside County Workforce Development Board
15 ("WDB") provides oversight for the WIOA programs, including, but not limited to meeting
16 State workforce performance goals, while addressing the workforce needs of the local
17 economy;

18 WHEREAS, CONTRACTOR responded to the Request For Qualifications
19 ("RFQ") released in conjunction with San Bernardino IERPU partner; and based on
20 CONTRACTOR's prior experience with industry sector training and coordination, the
21 RFQ resulted in COUNTY awarding CONTRACTOR with an allocation of WIOA Funds;

22 WHEREAS, the COUNTY desires to contract with CONTRACTOR based on
23 CONTRACTOR's previous performance, expertise, special skills, knowledge and
24 experience in industry sector training and coordination, including, but not limited to
25 assisting the IERPU with accomplishing its goals as more specifically set forth in the
26 Agreement below.

1 NOW THEREFORE, based upon the foregoing Recitals and for good and
2 valuable consideration, the receipt and sufficiency of which is acknowledged by all
3 Parties, the COUNTY and CONTRACTOR hereby agree as follows:

4 **1. Description of Services**

5 **1.1** The CONTRACTOR shall implement the healthcare industry coordination
6 activities of the IERPU as outlined and specified in the SCOPE of SERVICE, attached
7 hereto as Exhibit "A" and incorporated by this reference, and the RFQ, at the not to
8 exceed fee stated in Paragraph 3.1. The RFQ and CONTRACTOR's response to the
9 RFQ submitted on September 9, 2016 are each hereby incorporated herein by this
10 reference.

11 **1.2** The CONTRACTOR represents that it has the experience, personnel,
12 equipment, and facilities necessary to fully and adequately perform under this Agreement
13 and the COUNTY relies upon this representation. The CONTRACTOR shall perform to the
14 satisfaction of the COUNTY and in conformance to and consistent with the highest standards
15 of professional CONTRACTORS in the same discipline in the State of California.

16 **1.3** The CONTRACTOR affirms that it is fully apprised of all of the work to be
17 performed under this Agreement; and the CONTRACTOR agrees it can properly perform
18 this work at the fee stated in Paragraph 3.1. The CONTRACTOR is not to perform services
19 or provide products outside of the Agreement, unless by written request by the COUNTY.

20 **1.4** Acceptance by the COUNTY of CONTRACTOR's performance under this
21 Agreement does not operate as a release of the CONTRACTOR's responsibility for full
22 compliance with the terms of this Agreement.

23 **2. Term**

24 **2.1** The CONTRACTOR shall perform the scope of services for the COUNTY
25 in a timely manner and to COUNTY'S satisfaction, as more specifically set forth in Exhibit
26 "A", SCOPE OF SERVICE, and the payment schedule attached hereto as Exhibit "B" as
27 incorporated herein by this reference as such services are necessary for the provision
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1 of business process improvement services. This Agreement shall commence on July 1,
2 2018 and expire on June 30, 2019, unless terminated earlier.

3 **3. Compensation**

4 **3.1** The COUNTY shall pay CONTRACTOR for services performed, products
5 provided and expenses incurred for the SCOPE OF SERVICE defined in Exhibit "A"
6 pursuant to the Payment Schedule set forth in Exhibit "B". Maximum payment by
7 COUNTY to CONTRACTOR shall not exceed Sixty-Thousand Dollars (\$60,000),
8 including all expenses. The COUNTY is not responsible for any fees or costs incurred
9 above or beyond the contracted amount and shall have no obligation to purchase any
10 specified amount of services or products, unless agreed to by COUNTY in writing.

11 **3.2** The CONTRACTOR shall be paid only in accordance with an invoice
12 submitted to the COUNTY by CONTRACTOR conforming to Exhibit "C" attached hereto
13 and incorporated herein by this reference, and COUNTY shall pay the invoice within thirty
14 (30) working days from the date of receipt of the invoice. Payment shall be made to
15 CONTRACTOR only after services have been rendered or delivery of materials or products,
16 and acceptance has been made by COUNTY.

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

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

23 **3.3** The COUNTY obligation for payment of this Agreement beyond the current
24 fiscal year end is contingent upon and limited by the availability of the COUNTY funding
25 from which payment can be made. No legal liability on the part of the COUNTY shall
26 arise for payment beyond June 30 of each calendar year unless funds are made
27 available for such payment. In the event that such funds are not forthcoming for any
28 reason, the COUNTY shall immediately notify the CONTRACTOR in writing; and this

1 Agreement shall be deemed terminated and have no further force and effect.

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

3 **4.1** The Board of Supervisors and the Assistant County Executive
4 Officer/Economic Development Agency or designee are the only authorized COUNTY
5 representatives who may at any time, by written order, make alterations to this
6 Agreement.

7 **5. Termination**

8 **5.1** The COUNTY may terminate this Agreement without cause upon thirty (30)
9 days written notice served upon the CONTRACTOR stating the extent and effective date
10 of termination.

11 **5.2** The COUNTY may, upon five (5) days written notice, terminate this
12 Agreement for the CONTRACTOR's default, if the CONTRACTOR refuses or fails to
13 comply with the terms of this Agreement or fails to make progress so as to endanger
14 performance and does not immediately cure such failure. In the event of such
15 termination, the COUNTY may proceed with the work in any manner deemed proper by
16 the COUNTY.

17 **5.3** After receipt of the notice of termination, the CONTRACTOR shall:

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

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

23 **5.4** After termination, the COUNTY shall make payment only for the
24 CONTRACTOR's performance up to the date of termination in accordance with this
25 Agreement.

26 **5.5** The CONTRACTOR's rights under this Agreement shall terminate (except
27 for fees accrued prior to the date of termination) upon dishonesty or a willful or material
28 breach of this Agreement by the CONTRACTOR; or in the event of the CONTRACTOR's

1 unwillingness or inability for any reason whatsoever to perform the terms of this
2 Agreement. In such event, the CONTRACTOR shall not be entitled to any further
3 compensation under this Agreement.

4 **5.6** The rights and remedies of the COUNTY provided in this section shall not
5 be exclusive and are in addition to any other rights and remedies provided by law or this
6 Agreement.

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

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

16 **7. Conduct of the CONTRACTOR**

17 **7.1** The CONTRACTOR covenants that it presently has no interest, including,
18 but not limited to, other projects or contracts, and shall not acquire any such interest,
19 direct or indirect, which would conflict in any manner or degree with the CONTRACTOR's
20 performance under this Agreement. The CONTRACTOR further covenants that no
21 person or subcontractor having any such interest shall be employed or retained by
22 CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the
23 COUNTY of all CONTRACTOR's interests, if any, which are or may be perceived as
24 incompatible with the COUNTY'S interests.

25 **7.2** The CONTRACTOR shall not, under circumstances which could be
26 interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept
27 any gratuity or special favor from individuals or firms with whom the CONTRACTOR is
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1 doing business or proposing to do business, in accomplishing the work under this
2 Agreement.

3 **7.3** The CONTRACTOR or its employees shall not offer gifts, gratuity, favors,
4 and entertainment directly or indirectly to COUNTY employees.

5 **8. Inspection of Services**

6 **8.1** All performance shall be subject to inspection by the COUNTY. The
7 CONTRACTOR shall provide adequate cooperation to the COUNTY representative to
8 permit him/her to determine the CONTRACTOR's conformity with the terms of this
9 Agreement. If any services performed or products provided by the CONTRACTOR are
10 not in conformance with the terms of this Agreement, the COUNTY shall have the right
11 to require the CONTRACTOR to perform the services or provide the products in
12 conformance with the terms of the Agreement at no additional cost to the COUNTY.
13 When the services to be performed or the products to be provided are of such nature
14 that the difference cannot be corrected, the COUNTY shall have the right to: (1) require
15 the CONTRACTOR immediately to take all necessary steps to ensure future
16 performance in conformity with the terms of the Agreement; and/or (2) reduce the
17 Agreement price to reflect the reduced value of the services performed or products
18 provided. The COUNTY may also terminate this Agreement for default and charge to
19 the CONTRACTOR any costs incurred by the COUNTY because of the
20 CONTRACTOR's failure to perform.

21 **8.2** The CONTRACTOR shall establish adequate procedures for self-
22 monitoring to ensure proper performance under this Agreement; and shall permit a
23 COUNTY representative to monitor, assess or evaluate the CONTRACTOR's
24 performance under this Agreement at any time upon reasonable notice to the
25 CONTRACTOR.

26 **9. Independent Contractor**

27 The CONTRACTOR is, for purposes relating to this Agreement, an independent
28 contractor and shall not be deemed an employee of the COUNTY. It is expressly

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

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

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

18 **11. Disputes**

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

28 **11.2** Prior to the filing of any legal action related to this Agreement, the parties

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

10 **12. Licensing and Permits**

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

21 **13. Non-Discrimination**

22 The CONTRACTOR shall not discriminate in the provision of services, allocation
23 of benefits, accommodation in facilities, or employment of personnel on the basis of
24 ethnic group identification, race, religious creed, color, national origin, ancestry, physical
25 disability, medical condition, sexual orientation, gender identity, marital status or sex in
26 the performance of this Agreement; and, to the extent they shall be found to be applicable
27 hereto, shall comply with the provisions of the California Fair Employment and Housing
28 Act (Gov. Code 12900 et. seq.), the Federal Civil Rights Act of 1964 (Pub. L. 88-352),

1 and all other applicable laws or regulations.

2 The CONTRACTOR agrees to comply with the nondiscrimination and equal
3 opportunity provisions found in Section 188 of WIOA and 29 CFR Part 38 if it is a WIOA
4 Title I-financially assisted program or activity.

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

9 **14. Record Retention and Documents**

10 The CONTRACTOR agrees to retain all records pertaining to this Agreement as
11 designated by WIOA regulations for a period of seven (7) years after termination of this
12 Agreement. If, at the end of seven (7) years, there is ongoing litigation or an audit
13 involving those records, the CONTRACTOR shall retain the records until the resolution
14 of such litigation or audit is completed. The Department of Labor, the Grantee, and the
15 COUNTY reserve the right to monitor and visit, announced or unannounced, the
16 CONTRACTOR's facilities at any time during normal business hours. The monitoring
17 shall be conducted in accordance with the COUNTY WIOA Monitoring Guide and WIOA
18 State Directives.

19 **15. Confidentiality**

20 **15.1** The CONTRACTOR shall not use for personal gain or make other improper
21 use of privileged or confidential information which is acquired in connection with this
22 Agreement. The term "privileged or confidential information" includes but is not limited
23 to: unpublished or sensitive technological or scientific information; medical, personnel,
24 or security records; anticipated material requirements or pricing/purchasing actions; the
25 COUNTY information or data which is not subject to public disclosure; COUNTY
26 operational procedures; and knowledge of selection of contractors, subcontractors or
27 suppliers in advance of official announcement.

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1 **15.2** The CONTRACTOR shall protect from unauthorized disclosure names and
2 other identifying information concerning persons receiving services pursuant to this
3 Agreement, except for general statistical information not identifying any person. The
4 CONTRACTOR shall not use such information for any purpose other than carrying out
5 the CONTRACTOR'S obligations under this Agreement. The CONTRACTOR shall
6 promptly transmit to the COUNTY all third party requests for disclosure of such
7 information. The CONTRACTOR shall not disclose, except as otherwise specifically
8 permitted by this Agreement or authorized in advance in writing by the COUNTY, any
9 such information to anyone other than the COUNTY. For purposes of this paragraph,
10 identity shall include, but not be limited to, name, identifying number, symbol, or other
11 identifying particular assigned to the individual, such as finger or voice print or a
12 photograph.

13 **16. Administration/Contract Liaison**

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

17 **17. Force Majeure**

18 If either party is unable to comply with any provision of this Agreement due to
19 causes beyond its reasonable control, and which could not have been reasonably
20 anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such
21 party shall not be held liable for such failure to comply, provided the other party receives
22 written notice of such force majeure event no later than five (5) business days after
23 commencement of such force majeure event.

24 **18. EDD Reporting Requirements**

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

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

14 **19. Hold Harmless/Indemnification**

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

28 With respect to any action or claim subject to indemnification herein by

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

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

9 The specified insurance limits required in this Agreement shall in no way limit or
10 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the
11 Indemnitees herein from third party claims. The obligations set forth herein shall survive
12 the expiration and earlier termination of this Agreement.

13 **20. Insurance**

14 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or
15 hold the COUNTY harmless, the CONTRACTOR shall procure and maintain or cause to
16 be maintained, at its sole cost and expense, the following insurance coverages during
17 the term of this Agreement:

18 **20.1 Workers' Compensation**

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

26 **20.2 Commercial General Liability**

27 Commercial General Liability insurance coverage, including but not limited to,
28 premises liability, contractual liability, products and completed operations liability,

1 personal and advertising injury covering claims which may arise from or out of the
2 CONTRACTOR'S performance of its obligations hereunder. The Policy shall name all
3 Agencies, CONTRACTORs, Special CONTRACTORs, and Departments of the County
4 of Riverside, their respective directors, officers, Board of Supervisors, employees,
5 elected or appointed officials, agents or representatives as Additional Insureds. The
6 Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single
7 limit. If such insurance contains a general aggregate limit, it shall apply separately to
8 this agreement or be no less than two (2) times the occurrence limit.

9 **20.3 Vehicle Liability**

10 If the CONTRACTOR'S vehicles or mobile equipment are used in the
11 performance of the obligations under this Agreement, then the CONTRACTOR shall
12 maintain liability insurance for all owned, non-owned or hired vehicles so used in an
13 amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance
14 contains a general aggregate limit, it shall apply separately to this agreement or be no
15 less than two (2) times the occurrence limit. Policy shall name the County of Riverside,
16 its Agencies, Districts, Special Districts and Departments, their respective directors,
17 officers, Board of Supervisors, elected and appointed officials, employees, agents and
18 representatives as Additional Insureds.

19 **20.4 Professional Liability Insurance**

20 The CONTRACTOR shall maintain Professional Liability Insurance providing
21 coverage for the CONTRACTOR'S performance of work included within this Agreement,
22 with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual
23 aggregate. If the CONTRACTOR'S Professional Liability Insurance is written on a claims
24 made basis rather than an occurrence basis, such insurance shall continue through the
25 term of this Agreement and the CONTRACTOR shall purchase at his sole expense either
26 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates
27 Coverage from new insurer with a retroactive date back to the date of, or prior to, the
28 inception of this Agreement; or 3) demonstrate through Certificates of Insurance that the

1 CONTRACTOR has Maintained continuous coverage with the same or original insurer.
2 Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years
3 beyond the termination of this Agreement.

4 **20.5 General Insurance Provisions - All lines**

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

10 b) The CONTRACTOR'S insurance carrier(s) must declare its insurance
11 deductibles or self-insured retentions. If such deductibles or self-insured retentions
12 exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior
13 written consent of the COUNTY Risk Manager before the commencement of operations
14 under this Agreement. Upon notification of deductibles or self-insured retention's
15 unacceptable to the COUNTY, and at the election of the COUNTY'S Risk Manager, the
16 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such deductibles or self-
17 insured retention's as respects this Agreement with the COUNTY, or 2) procure a bond
18 which guarantees payment of losses and related investigations, claims administration,
19 and defense costs and expenses.

20 c) The CONTRACTOR shall cause the CONTRACTOR'S insurance
21 carrier(s) to furnish the County of Riverside with either 1) a properly executed original
22 Certificate(s) of Insurance and certified original copies of Endorsements effecting
23 coverage as required herein, or 2) if requested to do so orally or in writing by the
24 COUNTY Risk Manager, provide original Certified copies of policies including all
25 Endorsements and all attachments thereto, showing such insurance is in full force and
26 effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of
27 the insurance carrier(s) that thirty (30) days written notice shall be given to the County
28 of Riverside prior to any material modification, cancellation, expiration or reduction in

1 coverage of such insurance. In the event of a material modification, cancellation,
2 expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the
3 County of Riverside receives, prior to such effective date, another properly executed
4 original Certificate of Insurance and original copies of endorsements or certified original
5 policies, including all endorsements and attachments thereto evidencing coverage's set
6 forth herein and the insurance required herein is in full force and effect. The
7 CONTRACTOR ***shall not commence operations until the COUNTY has been***
8 ***furnished original Certificate (s) of Insurance and certified original copies of***
9 ***endorsements or policies of insurance including all endorsements and any and all***
10 ***other attachments as required in this Section. An individual authorized by the***
11 ***insurance carrier to do so on its behalf shall sign the original endorsements for***
12 ***each policy and the Certificate of Insurance.***

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

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

26 f) The CONTRACTOR shall pass down the insurance obligations contained
27 herein to all tiers of subcontractors working under this Agreement.

28

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

3 **21. General**

4 **21.1** The CONTRACTOR shall not delegate or assign any interest in this
5 Agreement, whether by operation of law or otherwise, without the prior written consent
6 of COUNTY. Any assignment or purported assignment of this Agreement by
7 CONTRACTOR without the prior written consent of COUNTY will be deemed void and
8 of no force or effect.

9 **21.2** Any waiver by the COUNTY of any breach of any one or more of the terms
10 of this Agreement shall not be construed to be a waiver of any subsequent or other
11 breach of the same or of any other term of this Agreement. Failure on the part of the
12 COUNTY to require exact, full and complete compliance with any terms of this
13 Agreement shall not be construed as in any manner changing the terms or preventing
14 the COUNTY from enforcement of the terms of this Agreement.

15 **21.3** In the event the CONTRACTOR receives payment under this Agreement
16 which is later disallowed by the COUNTY for nonconformance with the terms of the
17 Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the
18 COUNTY on request; or at its option the COUNTY may offset the amount disallowed
19 from any payment due to the CONTRACTOR.

20 **21.4** The CONTRACTOR shall not provide partial delivery or shipment of
21 services or products unless specifically stated in the Agreement.

22 **21.5** The CONTRACTOR shall comply with all applicable Federal, State and local
23 laws and regulations. The CONTRACTOR will comply with all applicable COUNTY
24 policies and procedures. In the event that there is a conflict between the various laws or
25 regulations that may apply, the CONTRACTOR shall comply with the more restrictive
26 law or regulation.

1 **21.6** The CONTRACTOR shall comply with all requirements of the Occupational
2 Safety and Health Administration (OSHA) standards and CONTRACTOR as set forth by
3 the U.S. Department of Labor and the State of California (Cal/OSHA).

4 **21.7** This Agreement shall be governed by the laws of the State of California.
5 Any legal action related to the performance or interpretation of this Agreement shall be
6 filed only in the Superior Court of the State of California located in Riverside, California,
7 and the parties waive any provision of law providing for a change of venue to another
8 location. In the event any provision in this Agreement is held by a court of competent
9 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
10 nevertheless continue in full force without being impaired or invalidated in any way.

11 **21.8** This Agreement, including any attachments or exhibits, constitutes the
12 entire Agreement of the parties with respect to its subject matter and supersedes all prior
13 and contemporaneous representations, proposals, discussions and communications,
14 whether oral or in writing. This Agreement may be changed or modified only by a written
15 amendment signed by authorized representatives of both parties. No oral understanding
16 or agreement not incorporated herein shall be binding on any of the parties hereto.

17 **21.9** If any project produces patentable items, patent rights, processes or
18 inventions in the course of work under a Department of Labor (DOL) grant or agreement,
19 the CONTRACTOR shall report the fact promptly and fully to the COUNTY. The
20 COUNTY shall report the fact to the Grant Officer at DOL. Unless there is a prior
21 agreement between the COUNTY and the DOL or its representative on these matters,
22 DOL shall determine whether to seek protection on the invention or discovery. DOL or
23 its representative shall determine how the rights in the invention or discovery, including
24 rights under any patent issued thereon, will be allocated and administered in order to
25 protect the public interest consistent with the following Patent Policy found at 29 CFR
26 95.36 and 29 CFR 97.34.

27 **21.10** Unless otherwise provided in terms of the Grant or the Agreement, when
28 copyrighted material is developed in the course of or under this Agreement, the author

1 and the COUNTY which developed the work are free to copyright material or to permit
2 others to do so. The COUNTY and the Workforce Development Board shall have a
3 royalty-free, non-exclusive and irrevocable license to produce, publish, and use and to
4 authorize other to use all copyrighted material.

5 **21.11** All original reports, preliminary findings, or data assembled or compiled by
6 CONTRACTOR under this Agreement become the property of the COUNTY. The
7 COUNTY reserves the right to authorize others to use or reproduce such materials.
8 Therefore, such materials may not be circulated in whole or in part, nor released to the
9 public, without the direct authorization of the COUNTY.

10 **21.12** Any waiver by COUNTY of any breach of any one or more of the terms of
11 this Agreement shall not be construed to be a waiver of any subsequent or other breach
12 of the same or of any other term thereof. Failure on the part of the COUNTY to require
13 exact, full and complete compliance with any terms of this Agreement shall not be
14 construed as in any manner changing the terms hereof or stopping COUNTY from
15 enforcement hereof.

16 **21.13** Executive Order 12549, Debarment and Suspension, 34 CFR Part 85,
17 Section 85.510 (Lower Tier). The CONTRACTOR certifies that neither it nor its principals
18 are presently debarred, suspended, proposed for debarment, declared ineligible, or
19 voluntarily excluded from participation in this transaction by any Federal department or
20 agency. Where the CONTRACTOR is unable to certify to any of the statements in this
21 certification, CONTRACTOR shall attach an explanation to this Agreement.

22 **21.14** The CONTRACTOR shall assure that funds provided by this Agreement
23 must be used exclusively for activities that are authorized under WIOA. Co-mingling
24 and/or diverting of funds to support the activities of other programs are not authorized.
25 Documentation supporting expenditures will be kept on file at the CONTRACTOR'S
26 office and made available at all times for audit and monitoring purposes for a period of
27 no less than seven (7) years after the COUNTY makes final payment and all pending
28 matters are closed

1 **21.15** The CONTRACTOR will comply with controls, recordkeeping and
2 accounting procedure requirements of WIOA, federal and state regulations and
3 directives to ensure the proper accounting for funds paid under this Agreement. At such
4 times and in such form, the COUNTY may require statements, records, reports, data and
5 information pertaining to this Agreement be maintained on file for purpose of an audit or
6 examination. Retention of all records for seven (7) years after the County makes final
7 payment and all other pending matters are closed, is required.

8 **21.16** The CONTRACTOR shall establish and implement appropriate internal
9 management procedures to prevent fraud, abuse and criminal activity. Further, the
10 CONTRACTOR shall establish a reporting process to ensure that the COUNTY is
11 notified immediately of any allegation of WIOA-related fraud, abuse or criminal activity
12 or any suspected or proven fraud, abuse or criminal acts committed by staff or
13 participants. If the allegation is of any emergency and/or fiscal nature, it shall be reported
14 to the COUNTY'S Administration Unit at (951) 955-3100, and immediately thereafter, a
15 written report shall be submitted. Proof of such report will be maintained in the
16 CONTRACTOR'S file.

17 **21.17** Should the CONTRACTOR fail to perform the services as outlined in
18 Exhibit "A", the COUNTY and the CONTRACTOR will meet and confer to modify the
19 Scope of Services and compensation arrangement.

20 **21.18** CONTRACTOR represents and warrants that CONTRACTOR is
21 registered to do business in the State of California with the California Secretary of State.

22 **21.19** The individuals executing this Agreement or exhibits attached hereto on
23 behalf of the parties to this Agreement hereby warrant and represent that they have the
24 authority to execute this Agreement and bind the respective Parties to the performance
25 of its obligations hereunder.

26 **21.20** All correspondence and notices required or contemplated by this
27 Agreement shall be delivered to the respective parties at the addresses set forth below
28

1 and are deemed submitted one (1) day after their deposit in the United States Mail,
2 postage prepaid.

3
4 County of Riverside Economic Development
Agency/Workforce Development Division
5 1325 Spruce Street, Suite 110
6 Riverside, CA 92507
7 Attention: Carrie Harmon,
Director of Workforce Development

Reach Out
1126 W. Foothill Blvd., Suite 250
Upland, CA 91786
Attention: Diana Fox
Executive Director


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11 [Remainder of Page Intentionally Blank]

12
13
14 [Signatures on Following Page]

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

3
4 **COUNTY:**

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

9 By: 
10 Carrie Harmon, Director of Workforce
11 Development

12 Dated: 8/15/18

4 **CONTRACTOR:**

5 Reach Out West End, Inc., a
6 California Nonprofit Corporation

7
8 By: 
9 Diana Fox, Executive Director

10 Dated: 7/11/18

13
14
15 **APPROVED AS TO FORM:**

16 Gregory P. Priamos
17 County Counsel


18 By: 
19 Amrit P. Dhillon,
20 Deputy County Counsel

EXHIBIT A

SCOPE OF SERVICE

A. Purpose:

During the term of the Service Agreement for IERPU SlingShot Healthcare Industry Coordinator Consultant entered into between Reach Out West End, Inc. ("CONTRACTOR") and the County of Riverside ("COUNTY"), CONTRACTOR shall deliver services to meet the outcomes of the IERPU.

The Workforce Innovation and Opportunity Act ("WIOA") emphasizes engaging employers across the workforce system to align training with needed skills and match employers with qualified workers. The IERPU SlingShot Initiative is a regional effort to address income mobility by convening and engaging industry sector leaders and education and training providers to align business needs with workforce training in demand industry sectors. The IERPU envisions a system that effectively engages the business community and directs training resources based on employer feedback and regional demand that significantly improves economic outcomes and income mobility for the Inland Empire.

The CONTRACTOR will serve as a regional subject matter expert in the technical/functional area for talent development in the healthcare industry sector. The primary goal is to establish a pipeline of educated and/or skilled workers that will meet the immediate and future needs of the healthcare industry and support growth in the industry throughout the Inland Empire region.

B. Description of services/deliverables:

The CONTRACTOR shall:

1. Serve as the primary liaison for employers, industry councils, regional Workforce Development Boards (WDBs), staff, education/training providers, economic development agencies and the IERPU Steering Committee for the assigned industry sector.
2. Consult with Business Partners to create tailored development approach suited for specific healthcare industry needs.
3. Provide technical support to the IERPU SlingShot project.
4. Conduct industry and occupation analysis.
5. Visit businesses throughout the Inland Empire region with the purpose of SlingShot and WDB engagement.
6. Present data, information, study findings, strategies and recommendations to IERPU Steering Committee, Riverside County Workforce Development Board, San Bernardino Workforce Development Board, senior management and staff, employers, industry councils/groups and education providers to

1 inform the development of Workforce and/or Economic Development
2 programs, policies, processes and budgets.

- 3 7. Perform project management work by managing, coordinating and directing
4 development of industry-specific talent development projects.
- 5 8. Engage businesses within the industry sector to identify talent gaps and
6 challenges.
- 7 9. Lead industry stakeholder teams to address identified gaps and industry
8 challenges.
- 9 10. Engage the regional WDBs to develop strategies for using available
10 resources to meet industry sector occupational needs.
- 11 11. Work in collaboration with industry-specific training, education and
12 employment placement programs, businesses, industry associations and
13 other industry specific stakeholders to design and implement strategies and
14 programs that meet industry specified occupational needs.
- 15 12. Convene industry stakeholders to develop and implement strategies that
16 promote talent development opportunities within the specified industry
17 including strategies to train incumbent workers.
- 18 13. Prepare and communicate status reports for key stakeholders including
19 business, education/training, the WDBs and economic development
20 agencies.
- 21 14. Research and evaluate funding opportunities for new and existing workforce
22 development initiatives.
- 23 15. Develop applications and proposals for new funding in collaboration with
24 other stakeholders, workforce regions, industry representatives and
25 education partners.
- 26 16. Facilitate partnerships that foster and promote positive working relationships
27 with local businesses, education providers, community-based organizations
28 and workforce development centers.
17. Participate in regional industry sector workgroups and task forces.
18. Foster long term relationships with key employers, industry groups and
education providers.
19. Attend and participate in SlingShot meetings, IERPU WDB meetings and
WDB Committee meetings.
20. During conversations with business, bring ideas to consulting meetings for
review/discussion/decision to respond to industry change.

C. Geographic Location (if applicable):

This project is located in the counties of Riverside and San Bernardino.

D. Regional Meetings (or insert applicable activities):

The CONTRACTOR, from time to time as requested by the COUNTY, shall participate in IERPU Steering Committee meetings, IERPU WDB meetings and WDB Regional Committee meetings.

E. Reports (or other expected product/outcomes):

The CONTRACTOR, from time to time as requested by the COUNTY, shall provide to the COUNTY reports as to the progress and deliverables of this Agreement.

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EXHIBIT B

PAYMENT SCHEDULE

**Scope of Work
Schedule of Deliverables and Billing**

So as to provide more flexibility to react quickly to opportunities and activities as outlined in the scope of work defined below, this Agreement shall be billed \$5,000 per month with submission of a monthly report on billed deliverables subject to the Compensation provisions set forth above in Section 3 of the Agreement.

| | Task/Activity | Deliverables | Itemized Cost | Completion |
|---|--|---|----------------------|-----------------------------------|
| 1 | Publicizing Health Workforce Report | 2 engagements; 1 in each county, in locations to be determined in collaboration with IERPU. | \$6,000 | By December 2018 |
| 2 | Meeting Representation | Reports from meetings including synthesis of ideas and trends that are emerging | \$8,000 | Final Completion by June 30, 2019 |
| 3 | CHW Initiative | Reports from meetings, new partnerships developed, CHW pipeline is defined and partners are working towards shared goals. | \$8,000 | Final Completion by June 30, 2019 |

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| Task/Activity | Deliverables | Itemized Cost | Completion |
|---|--|-----------------|--|
| <p>4 Reporting Produce final report on industry trends/needs; work undertaken and accomplished through SlingShot/IERPU efforts</p> | <p>IERPU/SlingShot Stakeholder report</p> | <p>\$ 2,000</p> | <p>June 30, 2019</p> |
| <p>5 Technical Assistance & Project Management Provide Technical Assistance and Project Management around the Recommendations from the Health Workforce Report in a minimum of 2 Areas of Focus including Coachella Valley and High Desert. <i>Note: We are not limited to these two areas moving forward as actions taken are dependent on industry feedback.</i></p> <p>A. Nursing Shortage</p> <ul style="list-style-type: none"> • Convene clinical site coordinators to discuss and explore alternative site placements for nursing programs and report back to WDB. • Discuss options for funding of LVN programs and bring down costs (i.e., Office of Statewide Health Planning and Development, California Hospital Association, nursing unions, California Association Nurses, United Nurses Association of CA). • Create a forum with Community Colleges to discuss the possibility of summer classes for students of merit to begin foundational classes leading to preferential admissions to the nursing program. | <p>Interview clinical site coordinators and RN and HR directors to discuss possibilities and advocacy for more nursing programs/slots in the IE.</p> <p>Decide on 3 options to pursue over the next year and report on progress.</p> <p>Recruit 3 employers who will use the WRC as a pre-employment and incumbent training; Facilitate the process and evaluate outcomes.</p> | <p>\$36,000</p> | <p>Final Completion by June 30, 2019</p> |

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| <p>B. Advancement of Soft Skills Training</p> <ul style="list-style-type: none"> • Train County Workforce Development Board Business Services/Solutions Representatives (BSRs) to inform and advise employers of the existence of Workforce Readiness Credential (WRC) to use as pre-employment and incumbent training. <p><i>Note: This initiative should also include other training providers to improve what they offer, and should not be limited to the WRC.</i></p> <p>C. Alignment with Statewide Initiative</p> <ul style="list-style-type: none"> • Reach Out to keep informed and to provide feedback to the California Future Health Workforce Commission at the state level. Bring back recommendations for implementation strategies. <p>D. WDB Staffing Support for Health Industry Sector</p> <ul style="list-style-type: none"> • Create exchange points between Reach Out and the Business Service Representatives to bring greater value to the health Industry sector, provide ongoing information exchange to the BSRs working with Healthcare employers. Create more opportunities for cross-pollination of ideas and services; for example, communication between training providers and employers in need of | <p>Provide quarterly reporting to IERPU on Statewide initiatives.</p> <p>Meet a minimum of 4 times per year in each county with BSRs.</p> <p>Report on trainings and services provided; develop strategies for aligning efforts around connecting to businesses in the healthcare field.</p> <p>A plan for implementation of shared data collection is developed in conjunction with training providers for implementation 2019/20.</p> <p>Records of meetings with partners in the development of the menu of projects.</p> | | |
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| Task/Activity | Deliverables | Itemized Cost | Completion |
|---|--------------|---------------|------------|
| <p>employees, and customized training needs.</p> <ul style="list-style-type: none"> • Outreach to the businesses on behalf of WDBs. • Assist with champion meetings and continued feedback from the industry utilizing a reimagined role for the Healthcare champions within the Slingshot process that includes: <ul style="list-style-type: none"> ○ Interview several existing champions ○ Develop and implement a new role which provides champions more value • Assist with other identified training needs in the region. • Assist with cohort development based on employer need. • Create effective partnerships with Strong Workforce healthcare initiatives through: <ul style="list-style-type: none"> ○ Partnering with the DSN, ○ Involvement and collaboration with regional advisories. <p>E. Health Workforce Training Data</p> <ul style="list-style-type: none"> • Assist Inland Empire Regional Planning Unit to develop a collaborative system to work with training providers, and to incentivize their participation in shared data collection. <p>F. Sustainability</p> <ul style="list-style-type: none"> • Develop a plan for sustainability of initiatives | | | |

Agreement Number: PY2018/2019-SB1122-Reach Out

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| Task/Activity | Deliverables | Itemized Cost | Completion |
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| to put roots down for future planning and work done regionally by the WDBs. | | | |
| SCOPE OF WORK TOTAL COST | | \$60,000 | |

EXHIBIT C

INVOICE FORM TO BE PROVIDED ON LETTERHEAD

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|---|--------------------|-------------|
| CONTRACTOR Name: Reach Out | | |
| Mailing/Remittance Address: 1126 W. Foothill Blvd., Suite 250 Upland, CA 91786 | | |
| Invoice Number: | | |
| <u>Payment Request for Services Rendered</u> | | |
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| Date | Deliverable | Cost |
| | | |
| Total for this Invoice: | | \$ |