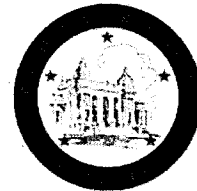


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.10
(ID # 10123)

MEETING DATE:

Tuesday, July 2, 2019

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY/WORKFORCE DEVELOPMENT DIVISION
Allocation of Title I Workforce Innovation and Opportunity Act (WIOA) Youth Funds to California Family Life Center and Arbor E&T to operate County of Riverside's Youth Opportunity Centers for Program Year (PY) 2019/20 without seeking competitive bids; WIOA Title I 100% Federal Funds [\$5,100,000]; All Districts.

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 Year 2019/2020 in the respective amounts set forth in Table A and for the total aggregate amount not to exceed \$5,100,000 to Arbor E&T, LLC (Arbor) and California Family Life Center (CFLC) to operate the existing six Youth Opportunity Centers (YOCs) within the County of Riverside from July 1, 2019 through June 30, 2020 in connection with the County's Year-Round Youth Programs;
3. Approve the form of WIOA Cost Reimbursement Agreement for Program Year 2019/2020 Year-Round Youth Services (Agreement), attached hereto as Attachment 1;

ACTION:Policy

Robert Field, Assistant County Executive Officer/ECD 6/20/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Perez and Hewitt
Nays: None
Absent: Spiegel and Washington
Date: July 2, 2019
xc: EDA

Kecia R. Harper
Clerk of the Board
By:
Deputy

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

RECOMMENDED MOTION (Continued): That the Board of Supervisors:

4. Authorize the Assistant County Executive Officer/ECD, or designee, to negotiate and execute with California Family Life Center and Arbor separate WIOA Cost Reimbursement Agreements, for Program Year 2019/2020 Year-Round Youth Services, substantially conforming in form and substance to the attached Agreement, with the terms commencing July 1, 2019, and terminating June 30, 2020, 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, approving and executing each Agreement and signing 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: 100% Federal Workforce Innovation and Opportunity Act Funds			Budget Adjustment:	No
			For Fiscal Year:	19/20

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Economic Development Agency, Workforce Development Division (EDA/WDD) and the Riverside County Workforce Development Board established the Youth Opportunity Center (YOC) system in 2000 under the Workforce Investment Act to provide "One-Stop" centers for at-risk youth age 16-24. The purpose of these YOCs was to provide workforce services to youth in order 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 CFLC and Arbor (formerly ResCare) to operate six YOCs for a three year period (2016-2019), contingent on funding and performance. While Riverside County Purchasing and Fleet Services competitively bid the WIOA Youth Program for Program Year 2019/20, on May 28, 2019, the Riverside County Workforce Development Board requested the extension of the 2018/2019 agreements with CFLC and Arbor to allow for a WIOA Youth program evaluation to occur. Any significant

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

changes based on the program evaluation will be incorporated in a new procurement for PY 2020/21.

A Single Source Justification request to extend the 2016/19 Youth Program Services procurement, without seeking competitive bids, was submitted to the Purchasing Agent for approval, authorizing EDA to enter into agreements with CFLC and Arbor for one-additional year (2019/20). The approved Single Source Justification is attached hereto as Attachment 2.

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, substantially conforming in form and substance to the proposed Agreement attached as Attachment 1, for both CFLC and Arbor for one additional year, commencing on July 1, 2019 and terminating June 30, 2020.

EDA/WDD staff recommend allocating the same level of funding for YOC operations as previous years for a total of \$5,100,000, averaging \$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/WDD be reduced, the amounts of all Agreements would be reduced. Funding recommendations for each YOC are detailed below.

TABLE A

Youth Opportunity Center Provider	YOC Location	Funding Recommendation
California Family Life Center	Hemet	\$900,000
California Family Life Center	Lake Elsinore	\$800,000
California Family Life Center	Jurupa Valley (Rubidoux)	\$850,000
Arbor	Perris	\$850,000
Arbor	Indio	\$850,000
Arbor	Moreno Valley	\$850,000
Total Not to Exceed		\$5,100,000

The proposed Agreements and allocation of WIOA funds to CFLC and Arbor to continue operating six existing YOCs within the County were reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption. The project 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 to operate the existing YOC facilities may have a significant effect on

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

the environment because it will have only financial effects and will not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by EDA/WDD staff with the County Clerk within five days of the approval of the allocation of WIOA funds to California Family Life Center and Arbor.

Staff recommends that the Board of Supervisors approve the allocation of Title I Workforce Innovation and Opportunity Act Funds, as set forth in Table A, and authorize the Assistant County Executive Officer/ECD, or designee, to execute all agreements substantially conforming in form and substance to the attached Agreement and exhibits with California Family Life Center and Arbor in connection with the operation of the existing six Youth Opportunity Centers. County Counsel has approved the Agreement as to form.

Impact on Residents and Businesses

The project addresses the education and employment needs of in-school youth age 16-21 and out-of-school youth age 16-24. The Youth Opportunity Centers provide assistance with education, work readiness, 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 educational and career goals.

Additional Fiscal Information

No County cost will be incurred and no budget adjustment is necessary. Title I Workforce Innovation and Opportunity Act Funds total cost for program year 2019/20 is \$5,100,000.

Contract History and Price Reasonableness

California Family Life and Arbor have a 10 year plus relationship with EDAWDD for the operation of the County's YOCs. The latest contract awards are appropriate for the required scope of services.

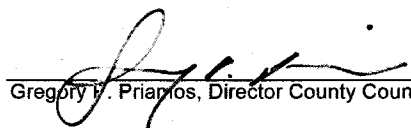
Attachments

- Attachment 1 – Form of WIOA Youth Cost Reimbursement Agreement for Program Year 2019-20 Youth Program Services between the County of Riverside and Subrecipients

- Attachment 2 - Single Source Justification

RF:HM:CH:LT:LS:HR


Teresa Summers, Director of Purchasing 6/20/2019


Gregory H. Priamos, Director County Counsel 6/20/2019



Riverside County Workforce Development Centers
1325 Spruce Street, Suite 110, Riverside, CA 92507

Date: June 10, 2019

From: Carrie Harmon, Director of Workforce Development (Economic Development Agency/Workforce Development Division)

To: Board of Supervisors/Purchasing Agent

Via: Loren Sims 5-3079

Subject: Single Source Procurement; Request to extend youth program services for one additional year from July 1, 2019 through June 30, 2020 with the current providers

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. **Supplier being requested:** California Family Life Center (CFLC) and Arbor E&T LLC, dba ResCare Workforce Services (ResCare)

2. **Vendor ID's:**

- a. CFLC #26902
- b. ResCare #113598

3. **Single Source** **Sole Source**

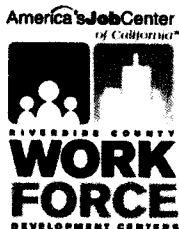
4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** (*If yes, please provide the approved sole or single source number.*)

Yes **No**
SSJ# _____

5. **Supply/Service being requested:**

CFLC and ResCare currently provide Youth Program Services through the six Youth Opportunity Centers (YOC's) which serve at-risk youth, ages 16-24, and services include assistance with education, work experience, job placement and career development in a youth-centric environment. These services ensure that adolescents and young adults have the support needed to realize their education and career goals.

■ **web:** www.rivocworkforce.com
■ **phone:** 951-955-3100
■ **fax:** 951-955-3131



Riverside County Workforce Development Centers
 1325 Spruce Street, Suite 110, Riverside, CA 92507

6. Unique features of the supply/service being requested from this supplier.

As well as providing the current services at the six YOC's, both agencies have met or exceeded previous contract requirements and have a strong track record of youth advocacy within the greater community.

7. Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:

EDA is requesting an additional one-year period of performance with the current Youth Program Service providers to allow for a Workforce Innovation and Opportunity Act (WIOA) Youth program evaluation to occur on the YOC's operations. Changes to the providers at this point may not provide an accurate overview of all services. Additionally, any changes determined to be needed from this evaluation could be worked out much more easily with current providers that are already familiar with the sites and existing program procedures.

8. Period of Performance: From: July 1, 2019 to June 30, 2020

Is this an annually renewable contract? No Yes
 Is this a fixed-term agreement: No Yes

9. Identify all costs for this requested purchase. In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained.

YOC Site #	Description:	FY 2019/20	Total
	Annual NTE Costs per location:		
1	CFLC for the Hemet YOC	\$900,000	\$900,000
2	CFLC for the Lake Elsinore YOC	\$800,000	\$800,000
3	CFLC for the Rubidoux YOC	\$850,000	\$850,000
4	ResCare for the Moreno Valley YOC	\$850,000	\$850,000
5	ResCare for the Perris YOC	\$850,000	\$850,000
6	ResCare for the Indio YOC	\$850,000	\$850,000
		Total Costs	\$5,100,000

■ web: www.rivocworkforce.com
 ■ phone: 951-955-3100
 ■ fax: 951-955-3131



Riverside County Workforce Development Centers
1325 Spruce Street, Suite 110, Riverside, CA 92507

10. Price Reasonableness:

ResCare and CFLC have ten-plus years of a contractual relationship with EDA for the operation of the County's year-round youth programs. The State and EDA have monitored and audited the prior contracts and has deemed the costs to be reasonable.

11. Projected Board of Supervisor Date (if applicable): June 25, 2019

(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

[Signature] Department Head Signature (or designee) Carrie Harmon Print Name 6/13/19 Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Not to exceed:

One-time \$ _____

Annual Amount \$ 5,100,000 / per fiscal year through 6/30/20 (date)
(If Annual Amount Varies each FY)

FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____

[Signature] Purchasing Agent 6/20/19 Date 20-020 Approval Number
(Reference on Purchasing Documents)

Note: Proposed Agreement Form and F11 Draft are located in MT #10123

- web: www.rivocworkforce.com
- phone: 951-955-3100
- fax: 951-955-3131

Agreement Number: PY 2019/2020-<Insert City>
WIOA Youth Subgrant <Insert Number>/PY 2019-2020
Catalog of Federal Domestic Assistance (CFDA) # <Insert Number

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
COST REIMBURSEMENT AGREEMENT
FOR PROGRAM YEAR 2019/2020
YEAR-ROUND YOUTH SERVICES**

BETWEEN

THE COUNTY OF RIVERSIDE

AND

<SUBRECIPIENT>



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1
2 THIS WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) COST
3 REIMBURSEMENT AGREEMENT FOR PROGRAM YEAR 2019/2020 YEAR-ROUND
4 YOUTH SERVICES ("Agreement"), entered into on the 1st day of July, 2019, is by and
5 between <Insert Entity Name>, <Insert Legal Entity> hereinafter referred to as
6 ("Subrecipient"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of
California, by and through its Economic Development Agency, Workforce Development
Division ("County"). Subrecipient and the County are sometimes individually referred to herein
as a "Party" and together as the "Parties."

7 **RECITALS:**

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

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

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

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

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

20 **WHEREAS**, Subrecipient has operated a year-round youth program designed to accomplish
the objectives of WIOA, and County is prepared to provide WIOA funds to Subrecipient to
21 enable it to operate its program; and

22 **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.

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

25 **A. Term of Agreement**

26 The term of this Agreement shall commence on July 1, 2019, and end on June 30,
27 2020, unless terminated earlier ("Term") by either Party. The Agreement shall expire

1 at midnight on the last day of the Agreement Term and cannot be renewed without a
2 modification to the existing Agreement or execution of a new agreement which shall
3 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 program
5 in its facility located in <Insert City>, California in accordance with the provisions of the
6 Workforce Innovation and Opportunity Act. During the Term of this Agreement,
7 including any extensions thereto, Subrecipient shall perform the following services, (i)
8 all services set forth in the Scope of Work attached hereto as Exhibit 1 and
9 incorporated herein by this reference, (ii) all services set forth in the Riverside County
10 Workforce Innovation and Opportunity Act Year Round Youth Programs Youth
11 Opportunity Centers ("YOC") Request for Proposals July 1, 2019-June 30, 2020
12 ("RFP") incorporated herein by this reference, and (iii) all services set forth in
13 Subrecipient's response to the RFP.

10 **C. Service of Notice**

11 Formal notices, correspondence and communications to be given hereunder by either
12 Party shall be made in writing and shall be deemed communicated three (3) days after
13 the date of postmark. The representatives of the respective Parties are authorized to
14 administer this Agreement and are the persons to whom formal notices,
15 correspondence and communications shall be given.

15 If to the County of Riverside:
16 Riverside County Economic Development Agency (EDA)
17 1325 Spruce St., #400
18 Riverside, California 92507
19 Attention: Carrie Harmon, Director of Workforce Development
20 Phone: (951) 955-3100; Fax: (951) 955-3131

19 If to the Subrecipient:
20 <Insert Subrecipient Name,
21 Attn: Contact/Title
22 Address
23 Phone: Fax: >

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

24 **D. Parties to the Agreement and Administration**

25 The Parties to this Agreement are the County of Riverside ("County"), by and through
26 its Economic Development Agency, Workforce Development Division ("County") and
27 <Insert Entity>, as Subrecipient. The Subrecipient certifies that it is currently registered

1 with the Secretary of State of the State of California, and has a valid California
2 Business License on file with the County.

3 The Assistant County Executive Officer of the Economic Development Agency
4 ("Assistant CEO/ECD"), or designee, shall administer this Agreement on behalf of the
5 County.

6 **E. Assignment**

7 The Subrecipient shall not delegate or assign this Agreement whether by operation of
8 law or otherwise, nor enter into any agreement with any other party or transfer any
9 interest or obligate any interest in this Agreement without prior written consent of the
10 County. Subcontracting with Contractors (defined below in **Section H.1**) is allowable
11 and does not require County approval, but service must be related to the support of
12 the program. A written Service Contract ("SC") conforming in form and substance to
13 **Exhibit 6** attached hereto and incorporated herein by this reference shall be in place
14 before service may be rendered.

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

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

G. Funding

1. Program Year Compensation

The County shall pay the Subrecipient the maximum amount not to exceed
<Insert Amount (\$0)>, including expenses, for complete and satisfactory
performance of the terms of this Agreement. In no event shall the total
compensation for the periods specified herein exceed the compensation set
forth above, except by a written amendment to this Agreement. County has
agreed to reimburse Subrecipient for all costs associated with direct support of

1 this Agreement, based on a cost reimbursement basis as described in the
2 Program Budget attached hereto as **Exhibit 3** and incorporated herein by this
3 reference. If Subrecipient has any unexpended funds, these amounts will
4 revert to the County at time of program close out.

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2. Cost Allocation Plan

Subrecipient shall ensure all funding sources for the youth program which is the subject of this Agreement are allocated and charged pursuant to the County-approved Cost Allocation Plan attached hereto as **Exhibit 5** and incorporated herein by this reference. The Cost Allocation Plan is a method to ensure funding sources are charged appropriately and costs 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 shall 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

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

10 Riverside County Economic Development Agency
11 Workforce Development Division/Administration
12 1325 Spruce Street, Suite 400, Riverside, CA 92507

13 7. Reimbursement for Mileage and Traveling Expenses

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

24 8. Program Income and Interest Income

25 The Subrecipient shall use the method(s) described at 2 CFR Part 200,
26 Subpart D, §200.307 Program income, to track all program or interest income
27 generated under this Agreement. If authorized by Federal regulations or the
28 Federal award, costs incidental to the generation of program income may be
deducted from gross income to determine program income, provided these

1 costs have not been charged to the Federal award. Program income must be
2 used for current costs. Subrecipient shall maintain records sufficient to
3 determine the amount of program income received and the purpose for which
4 such income is expended.

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

10 **9. Questioned and Disallowed Costs**

11 The County will review questioned costs, including but not limited to, the
12 processing of an invoice, during a program compliance review or during an
13 audit. When any such review determines that the Subrecipient has utilized,
14 received and/or earned funds that are questioned under the criteria set forth in
15 this Agreement, the Subrecipient shall be notified in writing and have thirty (30)
16 days to provide the documentation necessary to justify the questioned costs
17 prior to the County's final determination of disallowed costs. The resolution
18 shall be executed in accordance with Riverside County Economic
19 Development Agency Audit Requirements Policy & Procedures Number 10-04.

20 **10. Debt Collection**

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

28 **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

1 County's Deputy County Counsel and fully executed by both Parties authorized
2 signatories. Any amendments submitted after the aforementioned date shall
not be accepted or processed by the County.

3 12. De-obligation/Re-obligation

4 Funding of this Agreement and therefore de-obligation is contingent on the
5 continuing availability of federal or state funds or continued federal or state's
6 authorization for program activities.

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

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

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

- 23 (a) At any time that the County determines that de-obligation or re-
24 obligation is necessary, a written notice to the Subrecipient shall be
25 issued outlining the reasons and timeline for the de-obligation or re-
26 obligation. The notice shall provide a response period for the
27 Subrecipient during which the Subrecipient shall respond; and
- 28 (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 shall be provided to the Subrecipient. In the sole discretion
of the County, such notice shall be formalized by either modification
or termination of this Agreement in accordance with the provisions
outlined herein.

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2 13. Final Invoice

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

14 14. Agreement Closeout

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

19 Attn: Leah Deslate-Soliva
20 Riverside County Economic Development Agency/
21 Workforce Development Division - Youth Programs
22 (Fiscal Unit)
23 3133 Mission Inn Ave. Riverside, CA 92507

24 15. Reporting Requirements

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

29 16. General and Fiscal Reporting

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

1 shall notify the County in writing of any changes relating to fiscal-related
2 matters.

3 17. Auditing

4 The Subrecipient that expends \$750,000 or more during a fiscal year in federal
5 awards must have a single or program-specific audit conducted for that year in
6 accordance with the Uniform Administrative Requirements, Cost Principles,
7 and Audit Requirements for Federal Awards ("Uniform Guidance"), set forth in
8 2 CFR Part 200. The Subrecipient shall submit a copy of the Audit to the
9 County no later than five (5) days after such Audit is available for review. In
10 the event there are audit findings that may appear related to the current
11 Agreement, the County will exercise its authority to request a corrective action
12 plan to prevent issues and/or correct any deficiencies in the County's
13 discretion.

14 **H. Procurement of Goods & Services; Service Contracts**

- 15 1. Should the Subrecipient require the services of a Contractor (defined below) to
16 carry out the responsibilities outlined in this Agreement, the Subrecipient shall
17 comply with all procurement requirements of WIOA and the County. The intent
18 of the federal government is to provide consistent procurement policies that
19 ensure free and open competition and will secure the best possible price. The
20 term Contractor as used herein shall mean an entity providing goods or
21 services to a Subrecipient where Subrecipient has procured, selected and
22 hired such Contractor pursuant to WIOA and County procurement procedures.
23 County procurement procedures can be found at the following website:
24 www.rivcoworkforce.com/ProgramResources/Policies.aspx.
- 25 2. Except as otherwise provided by County in writing, the Subrecipient under this
26 Agreement shall document all Contractor services with a Service Contract
27 ("SC") substantially conforming in form and substance to **Exhibit 5** attached
28 hereto and incorporated herein by this reference. In the event a service is
provided free of charge or in-kind to Subrecipient, the SC may be used to
demonstrate services being leveraged. Subrecipient shall deliver to County
copies of all executed SCs no less than ten (10) calendar days after execution
of each such SC. If any modifications or updates are made to the SC, the
Subrecipient shall submit copies of the modified updated versions to the
County within five (5) calendar days following execution of such modified SC.
No payments shall be made by Subrecipient to a Contractor without an
executed SC.
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

1 receives written approval from the State and the County informs the
2 Subrecipient in writing of the State's decision. In the event the Subrecipient
3 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.

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

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

- 9 • A description of the equipment.
- 10 • Manufacturer's serial number, model number, Federal Stock Number,
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
the federal government).
- 14 • Per unit cost at acquisition.
- 15 • Records showing maintenance procedures to keep the equipment in
good operating order.
- 16 • Location and condition of the equipment and the date the information
was reported.
- 17 • Disposition date, sale price, loss, theft, etc.

18 2. Disposition of Equipment

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

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

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

(b) Calculation of "Fair Market" Value

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

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

(c) Property Records Retention

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

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

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

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

3. Confidentiality Requirement

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

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

20 The Subrecipient shall protect from unauthorized disclosure names and other
21 personally identifying information concerning persons receiving services
22 pursuant to this Agreement, except for general statistical information not
23 identifying any person. The Subrecipient shall not use such information for any
24 purpose other than carrying out the Subrecipient's obligations under this
25 Agreement. The Subrecipient shall promptly transmit to the County all third
26 party requests for disclosure of such information. The Subrecipient shall not
27 disclose, except as otherwise specifically permitted by this Agreement or
28 authorized in advance in writing by the County, any such information to 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.

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3 **K. Program Compliance**

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

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

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

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

To ensure the effective use of WIOA funds, the Subrecipient's enrollment and/or
expenditures shall be reviewed monthly by the County to determine if goals are being

1 met and whether budgeted funds will be fully earned within the term of this Agreement.
2 Should enrollments or expenditures fall below target, County will send to Subrecipient
3 a notice stating any such deficiency before the end of the month in which such
4 deficiencies are noted. Failure to send such notice by County before the end of the
5 subject month shall not constitute a waiver of such deficiency by County.

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

12 As part of the Subrecipient's duties in connection with the performance of this
13 Agreement, the Subrecipient shall monitor WIOA program activities of its Contractors
14 where financial Service Contracts are established. The Subrecipient shall establish a
15 process and develop a checklist of areas reviewed during the monitoring of services.
16 If the Contractor is found to be noncompliant in the delivery of services, then the
17 Subrecipient may elect to terminate the SC or provide a period of correction to the
18 Contractor. A written record of action taken must be kept on file and delivered to the
19 County at the time of program compliance review.

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

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

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

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

L. Termination and Other Remedies

1. Failure to Perform

1 The Subrecipient assumes full responsibility for performance of this Agreement
2 and the Service Contracts executed pursuant to or funded by this Agreement.
3 In addition to the indemnity and hold harmless provisions set forth in **Section**
4 **N.12** below, Subrecipient hereby acknowledges and agrees to indemnify the
5 County for failure, non-performance or default of any of its subcontractors or
6 Contractors. Further, the Subrecipient assumes full liability and acknowledges
7 and agrees to reimburse the County in full for the Subrecipient's or any of its
8 subcontractors or Contractors are in noncompliance with any term, prohibition
9 or condition of the regulations governing this Agreement. The Subrecipient
10 also agrees the County or its designated agent has full recourse to exercise
11 any and all remedies available for the Subrecipient's failure to perform any part
12 of this Agreement.

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2. Termination for Cause with Cure Period

In the event of a breach of this Agreement by either Party, the other Party may terminate this Agreement by giving the breaching Party at least 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.

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3 4. Obligations Upon Termination

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

24 5. Other Remedies Reserved by the County

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

- 26 (1) The County may place the Subrecipient on probation with notice
27 to correct for failure to fully comply with the terms and conditions
28 of this Agreement by giving written notice, which shall be
effective upon receipt.
- (2) Said notice shall set forth the period of probation, the reason
for the notice and the specific conditions of noncompliance.
- (3) Within ten (10) working days, the Subrecipient shall reply in
writing, setting forth a corrective action plan that describes
actions that will be undertaken in resolving the reasons for
probation. Such plans are subject to County approval.
Progress reports will be submitted to the County every thirty (30)

calendar days thereafter until the reasons for probation are resolved.

(b) Suspension

- (1) The County may determine that suspension of all or part of the 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 the notice and respond as directed. Said notice shall be effective upon receipt.
- (2) Said notice shall set forth the specific conditions of non-compliance, the period provided for corrective actions and any other requirements of performance to remedy deficiencies.
- (3) Within ten working days, the Subrecipient shall reply in writing, setting forth the corrective actions that will be undertaken in resolving the reasons for suspension. Corrective actions are subject to County approval. Progress reports shall be submitted to County every thirty (30) calendar days thereafter until the reasons for suspension are resolved.

(c) Rights and Remedies are Cumulative

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

(d) Request for Waivers and Waiver of Breach

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

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

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

3. Dispute Resolution Costs

Each Party shall be responsible for its own costs and legal fees associated with any dispute resolution procedure, including, but not limited to informal or formal mediation or litigation. The use of WIOA funds for legal proceedings 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.

N. General Provisions

1. Acceptance of Service of Process

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

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

2. Authority to Sign

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

5 3. Amendment to Agreement

6 This Agreement is subject to amendment, as necessary, in accordance with
7 requirements contained in any future federal or state legislation, regulations,
8 or policy. Either Party may request an amendment or modification to this
9 Agreement. Subrecipient shall make all requests to amend or modify this
10 Agreement no later than April 10, 2020. The Subrecipient assumes control and
11 responsibility for all fiscal, financial and programmatic matters. Amendments
12 shall be in writing and must be reviewed and stamp approved by the County's
13 Deputy County Counsel and properly executed by both Parties' authorized
14 signatories. The County shall have the right to reject Agreement modifications
15 if such request represents expenses or obligations incurred prior to the
16 Subrecipient receiving written approval and/or County approved funding.

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

25 4. Approvals

26 Except as otherwise expressly provided in this Agreement, approvals required
27 of County or Subrecipient in this Agreement, including the attachments hereto,
28 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

1 Approval" means and refers to approval by the Assistant CEO/ECD or their
2 designee.

3 5. Binding Effect

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

8 6. Business Interruption

9 In the event that a substantial portion of Subrecipient's operations are
10 interrupted by war, fire, insurrection, labor problems, the elements,
11 earthquakes or any other cause beyond Subrecipient's control, Subrecipient's
12 obligations under this Agreement shall be suspended for the duration of the
13 interruption provided Subrecipient provides County with written notice of such
14 interruption including the commencement date. If a substantial portion of the
15 services that Subrecipient has agreed to provide hereunder are interrupted for
16 more than thirty (30) days, the County may terminate this Agreement upon
17 providing ten (10) calendar days written notice to Subrecipient, and the
18 Obligation Upon Termination set forth in **Section L.4** above shall apply.

19 7. Compliance with Laws and Regulations

20 The Subrecipient represents, warrants, and certifies that, in the performance
21 of this Agreement, it shall comply with all applicable laws, rules, regulations
22 and orders of the United States, State of California, and County of Riverside,
23 and any other governmental agency with jurisdiction over the program and this
24 Agreement, including the laws and regulations pertaining to labor, wages,
25 hours. The Subrecipient further represents, warrants and certifies that it shall
26 comply with any new, amended, or revised laws, regulations and/or procedures
27 that apply to the performance of this Agreement. The judgment of any court of
28 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

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

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

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

20 References in this instrument to this "Agreement" mean, refer to, and include,
21 this Agreement as well as any riders, exhibits, addenda and attachments
22 hereto (which are hereby incorporated herein by this reference) or other
23 documents expressly incorporated by reference in this instrument. Any
24 references to any covenant, condition, obligation, and/or undertaking "herein,"
25 "hereunder," or "pursuant hereto" (or language of like import) means, refer to,
26 and include the covenants, obligations, and undertakings existing pursuant to
27 this Agreement and any riders, exhibits, addenda, and attachments or other
28 documents affixed to or expressly incorporated by reference in this Agreement.

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

9. Venue and Jurisdiction

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

10. Fraud and Abuse

The Subrecipient shall establish and implement appropriate internal
management procedures to prevent fraud, abuse and criminal activity. Further,

1 the Subrecipient shall establish a reporting process to ensure that the County
2 is notified immediately of any allegation of WIOA-related fraud, abuse or
3 criminal activity or any suspected or proven fraud, abuse or criminal acts
4 committed by staff or Participants. If the allegation is of an emergency,
5 operational, or fiscal nature, Subrecipient shall report such allegation in writing
6 to the County within one (1) business day of becoming aware of such
7 allegation. A comprehensive written report documenting the facts and
8 circumstances of such incident shall be submitted to the County within one (1)
9 business day. Refer to Riverside County Economic Development Agency
10 Policy 10-10 Fraud and Abuse of WIOA Funds.

11 11. Grievance and Complaint System

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

16 12. Hold Harmless/Indemnification

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

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

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

6 **13. Insurance**

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

12 (a) **Worker's Compensation**

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

17 (b) **Commercial General Liability**

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

23 (c) **Vehicle Liability**

24 If vehicles or mobile equipment are used in the performance of the
25 obligations under this Agreement, then Subrecipient shall maintain
26 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
27 limit. If such insurance contains a general aggregate limit, it shall apply

1 separately to this agreement or be no less than two (2) times the
2 occurrence limit. Policy shall name the County as Additional Insureds
3 or provide similar evidence of coverage approved by County's Risk
4 Manager.

5 (d) General Provisions – All lines

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

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

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

In the event of any material modification, cancellation, expiration or
reduction in coverage, this Agreement shall terminate forthwith, unless
the County of Riverside receives, prior to such effective date, 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

1 and if requested, certified original policies of insurance including all
2 endorsements and any and all other attachments as required in this
3 Section. An individual authorized by the insurance carrier shall sign the
4 original endorsements for each policy and the Certificate of Insurance.

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

10 If, during the term of this Agreement or any extension thereof, there is
11 a material change in the scope of services; or, there is a material
12 change in the equipment to be used in the performance of the scope of
13 work; or, the term of this Agreement, including any extensions thereof,
14 exceeds five (5) years; the County reserves the right to adjust the types
15 of insurance and the monetary limits of liability required under this
16 Agreement, if in the County Risk Manager's reasonable judgment, the
17 amount or type of insurance carried by the Subrecipient has become
18 inadequate.

19 Subrecipient shall pass down the insurance obligations contained
20 herein to all tiers of subcontractors and Contractors working under this
21 Agreement.

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

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

27 **14. Integration of Entire Agreement and Waivers**

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

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

15. Intellectual Property

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

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20 16. Inventions, Patents and Copyrights

21 If any project produces patentable items, patent rights, processes or inventions
22 in the course of work under a Department of Labor (DOL) grant or agreement,
23 the Subrecipient shall report the fact promptly and fully to the County. The
24 County shall report the fact to the Grant Officer at DOL. Unless there is a prior
25 agreement between the County and the DOL or its representative on these
26 matters, DOL shall determine whether to seek protection on the invention or
27 discovery. DOL or its representative shall determine how the rights in the
28 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.

21 17. Labor Standards

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

26 (b) Conditions of employment or training shall be appropriate and
27 reasonable in light of such factors as the type of work, geographical
28 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

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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.

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(d) No program under WIOA shall impair 1) existing contracts for services,
or 2) existing collective bargaining agreements, unless the employer
and the labor organization concur, in writing, with respect to any
elements of the proposed activities, which affect such agreement.

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(e) A Participant in a program or activity authorized under WIOA must not
displace (including a partial displacement, such as a reduction in the
hours of non-overtime work, wages, or employment benefits) any
currently employed employee (as of the date of the participation).

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(f) No Participant shall be employed or job opening filled: 1) when any
other individual is on layoff from the same or any substantially-
equivalent job, or 2) when the employer has terminated the
employment of any regular employee or otherwise reduced its
workforce with the intention of filling the vacancy created by hiring a
Participant.

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18. No Duplication of Services

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

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19. Non-liability of County Officials and Employees

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

20. No Partnership

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

21. No Third Party Beneficiaries

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

4 **22. Ownership/Use of Agreement Materials and Products**

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

13 **23. Payment of Benefits (where applicable)**

14 When applicable, Participants employed in activities authorized under this
15 Agreement shall be paid wages that shall not be less than the higher of the
16 following: 1) the minimum wage under §206(a)(1) of the Fair Labor Standards
17 Act of 1938, as amended, 2) the minimum wage under the applicable state or
18 local minimum wage law, or 3) the prevailing rates of pay for individuals
19 employed in similar occupations by the same employer.

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

24 A Participant shall receive no payments for training activities in which the
25 trainee fails to Participate without good cause.

26 **24. Permits and Licenses**

27 The Subrecipient shall obtain and pay for all permits and licenses necessary for the
28 performance of this Agreement. The County is not permitted to waive any fees for services
except as otherwise required by law. Subrecipient shall comply with all State or other
licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3
of the Business and Professions Code. All licensing requirements shall be met at the time
proposals are submitted to the County. Subrecipient warrants that it has all necessary
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.

25. Press Releases/Published Announcements

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

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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

- 1 (a) Every reasonable course of action shall be taken by the Subrecipient in
2 order to maintain the integrity of the expenditure of public funds and to
3 avoid favoritism and questionable or improper conduct. This
4 Agreement shall be administered by the Subrecipient in an impartial
5 manner, free from efforts to gain personal, financial or political gain.
6 The Subrecipient agrees to conform to the nondiscrimination
7 requirements set forth in WIOA.
- 8 (b) Avoidance of conflict of economic interest: an executive or employee of
9 the Subrecipient who is an elected official in the area or a member of
10 the Local Board shall not solicit or accept money and/or any other
11 consideration from a third person, for the performance of an act
12 reimbursed in whole or part by the Subrecipient: Supplies materials,
13 equipment or services purchased with WIOA agreement funds will be
14 used solely for purposes allowed under this Agreement. No member of
15 the Local Board shall cast a vote on the provision of services related to
16 or arising out of this Agreement by that member or any other
17 organization, which that member represents or vote on any matter
18 which would provide direct financial benefit to that member or
19 immediate family of the member or any business or organization which
20 the member directly represents. The Subrecipient will establish and
21 maintain written standards of conduct covering conflicts of interest and
22 governing the performance of their employees engaged in the
23 selection, award and administration of contracts. Subrecipient hereby
24 assures that it will establish safeguards to prohibit employees from
25 using a position for a purpose that gives the appearance of being
26 motivated by a desire for private gain for themselves or others,
27 particularly those with whom they have business or other ties.
- 28 (c) Subrecipient shall avoid any and all conflict of interest instances.
Conflict of interest is a situation in which a person has a duty to more
than one person or organization, but cannot do justice to the actual or
potentially adverse interests of both Parties. This includes when an
individual's personal interests or concerns are inconsistent with the best
for a customer, or when a public official's personal interests are contrary
to his/her loyalty to public business. An attorney, an accountant, a
business adviser or realtor cannot represent two parties in a dispute
and must avoid even the appearance of conflict. He/she may not join
with a client in business without making full disclosure of his/her
potential conflicts, must avoid commingling funds with the client and
never take a position adverse to the customer.
- (d) The Subrecipient shall insure that any of its employees who were
formerly employed by the County of Riverside Economic Development
Agency /Workforce Development Division ("EDA/WDD") in a position
that could have enabled such individuals to impact policy regarding or

1 implementation of programs covered by this Agreement, will not be
2 assigned to any part or phase of the activities conducted pursuant to
3 this Agreement for a period of not less than two years following the
4 termination of such employment.

5 (e) The Subrecipient shall insure that no relative by blood, adoption or
6 marriage of any executive or employee of the Subrecipient, will receive
7 favorable treatment when considered for enrollment in programs
8 provided by or employment under this Agreement.

9 (f) The Subrecipient and its employees will be particularly aware of the
10 varying degrees of influence that can be exerted by personal friends
11 and associates and, in administering the Agreement, will exercise due
12 diligence to avoid situations which give rise to an assertion that
13 favorable treatment is being granted to friends and associates. No
14 relative by blood, adoption or marriage of any executive or employee of
15 the Subrecipient will receive any favorable treatment for employment
16 with the Subrecipient or enrollment into the program funded by this
17 Agreement.

18 (g) The Subrecipient may not hire a person in an administrative capacity,
19 staff position or work experience training position with funds provided
20 by this Agreement if a member of that person's immediate family is
21 engaged in an administrative capacity for the Subrecipient.

22 (h) The Subrecipient assures that none of its directors, officers, employees
23 or agents shall participate in selecting or administering any subcontract
24 supported (in whole or in part) by federal funds where such person is a
25 director, officer, employee or agent of the subcontractor, or where such
26 person knows or should have known that:

- 27 i. A member of such person's immediate family or partner or
28 organization has a financial interest in the subcontract;
- ii. The subcontractor is someone with whom such person has
negotiated or is negotiating any prospective employment; or
- iii. Such person would have a "Financial or Other Interest" in the
subcontract.

29 (i) The Subrecipient assures that no member of its Board, officer or
30 employee or the Subrecipient shall have any interest, direct or indirect,
31 in any contract or subcontract or the proceeds for work to be performed
32 in connection with this program during his/her tenure as such
33 employee, officer or member of the Board.

34 (j) Prior to obtaining the County approval of any subcontract, the
35 Subrecipient shall disclose to the County any relationship, financial or
36 otherwise, direct or indirect, of the Subrecipient or any of its officers,
37 directors or employees or their immediate families with the proposed
38 subcontractor and its officers, directors or employees.

- 1 (k) The Subrecipient warrants that it has not paid, and will not pay, to any
2 third person any money or other consideration for obtaining this
3 Agreement.

4 **28 Use of Any Photo or Image**

5 Subrecipient shall secure signed consent for the use of any photo or image of
6 any Participant used in advertisements, brochures, pamphlets, videos, or any
7 media form where the individual or his/her likeness can be identified. **NOTE:**
8 The consent for minor youth must be signed by the youth's parent or guardian
9 and must stipulate the terms and conditions of how the photo/image will be
10 used. Copies of completed forms must be on-site in the Participant files.

11 **29. Applicable Websites**

Agency	Web Site
Riverside County Economic Development Agency/Workforce Development Division/Policies	http://www.rivcworkforce.com/ProgramResources/Policies.aspx
Riverside County Board of Supervisors	https://countyofriverside.us/aboutthecounty/boardofsupervisors.aspx
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

12 **O. Assurances and Certifications**

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

- 14
- 15 1. WIOA Subrecipient shall comply with all applicable terms and provisions
16 contained in the Workforce Innovation and Opportunity Act of 2014, Public Law
17 113-128.
 - 18 2. Affirmative Action Compliance Program of the County of Riverside (known as
19 the Riverside County Minority/Women Business Enterprise [M/WBE] Policy)
20 and rules and regulations adopted pursuant thereto, Executive Orders 11246,
21 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964,
22 the Provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies
23 to Department of Labor (DOL) job training programs, the California Fair
24 Employment Practice Act, California Public Contracts Code 2000, and other
25 applicable federal, state and county laws, regulations and policies relating to
26 equal employment and contracting opportunities, including laws and
27 regulations hereinafter enacted.
 - 28 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

1 relating to child and family support enforcement, including, but not limited to,
2 disclosure of information and compliance with earning assignment orders, as
3 provided in Chapter 8, section 5200 of Part 5 of Division 9 of the Family Code,
4 and that to the best of its knowledge is fully complying with earnings
5 assignment order of all employees and is providing names of all new
6 employees to the New Employee Registry maintained by EDD.

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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 Subrecipient's statement as a condition of employment.

8. Environmental Protection Regulations

- 1 a. Clean Air Act (42 U.S.C. 7401-7671q.); Federal Water Pollution Control
2 Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of
3 amounts in excess of \$150,000 must contain a provision that requires the
4 non-Federal award to agree to comply with all applicable standards,
5 orders or regulations issued pursuant to the Clean Air Act and the Federal
6 Water Pollution Control Act as amended. Violations must be reported to
7 the Federal awarding agency and the Regional Office of the
8 Environmental Protection Agency (EPA). The Subrecipient ensures that
9 it complies with all applicable standards, order, or requirements under
10 the Clean Air Act, the Federal Water Pollution Control Act, Executive
11 Order 11738, and EPA regulations. The authorized representative, in
12 signing this Agreement, certifies that he/she has read and that his/her
13 agency is in compliance with all terms.
- 14 b. Energy Policy and Conservation Act – Subrecipient shall comply with
15 mandatory standards and policies relating to energy efficiency which
16 are contained the state energy conservation plan issued in compliance
17 with the Energy Policy and Conservation Act.
- 18 c. Air or Water pollution Violation – Subrecipient shall not be in violation
19 of any order or resolution not subject to review promulgated by the
20 State Air Resources Board or an air pollution district; subject to cease
21 and desist order not subject to review issued pursuant prohibitions; or
22 finally determined to be in violation of provisions of federal law relating
23 to air and water pollution.
- 24 9. Fair Labor Standards Act (1938) provides minimum wage and overtime
25 requirements. Under FLSA, all non-exempt employees are entitled to cash
26 overtime for all hours worked over 40 in a workweek. The Act, as amended by
27 the Minimum Wage Increase Act of 1996, is enforced by the Wage and Hour
28 Division of the Department of Labor and private lawsuits.
10. Family Educational Rights and Privacy Act of 1974 and related state law and
regulations require the proper disclosure of individually identifiable records. All
state and County information is confidential when it identifies an individual or
an employing unit. Confidential information requires special precautions such
as, but not limited to, locked files, computer passwords, and assigned staff
access, to protect it from loss, unauthorized use, access, disclosure,
modification and destruction.
11. Family and Medical Leave Act (1993) 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.

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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. 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 (4) 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

1 that the court decides is reasonable and shall be not less than 25 percent and
2 not more than 30 percent. The FCA provides protection to *qui tam* relators
3 who are discharged, demoted, suspended, threatened, harassed, or in any
4 other manner discriminated against in the terms and conditions of their
5 employment as a result of their furtherance of an action under the FCA. 31
6 U.S.C. 3730(h).

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

12 17. Nondiscrimination Clause the conduct of the Parties to this Agreement shall
13 comply with Title VI of the Civil Rights Act of 1964 and the Rules and
14 Regulations promulgated under the provision of WIOA, Section 188. As a
15 condition to the award of financial assistance from the Department of Labor
16 under Title I of WIOA, the Subrecipient assures that it will comply fully with the
17 nondiscrimination and equal opportunity provision of the following laws: The
18 nondiscrimination and equal opportunity provisions found in Section 188 of
19 WIOA and 29 CFR Part 38 prohibition of discrimination on the basis of race,
20 color, religion, sex (including pregnancy, childbirth, and related medical
21 conditions, transgender status, and gender identity), national origin (including
22 Limited English Proficiency), age, disability, political affiliation or belief, or - for
23 beneficiaries, applicants, and Participants only- on the basis of citizenship
24 status or participation in a WIOA Title I-Financially Assisted Program or
25 Activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits
26 discrimination on the basis of race, color and national origin; Section 504 of the
27 Rehabilitation Act of 1973, as amended, which prohibits discrimination against
28 qualified individual with disabilities; The Age Discrimination Act of 1975, as
amended, which prohibits discrimination on the basis of age; and Title IX of the
Education Amendments of 1972, as amended, which prohibits discrimination
on the basis of sex in educational programs. The Subrecipient assures that it
will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR
Part 2900 and all other regulations implementing the laws listed above. This
assurance applies to the 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

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

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18. The Subrecipient assures that it has an Equal Employment Opportunity ("EEO") policy that complies with the nondiscrimination and equal opportunity provisions of WIOA and its implementing regulations. Subrecipient assures that its EEO policy covers staff and Participants served under this Agreement and that it does not discriminate, on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including Limited English Proficiency), age, disability, political affiliation or belief, or - for beneficiaries, applicants, and Participants only- on the basis of citizenship status or participation in a WIOA Title I-Financially Assisted Program or Activity, in the selection of Participants and staff personnel. The policy shall cover, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training. The Subrecipient will take action to ensure that applicants, Participants or employees are treated during training/employment without regard to race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity), national origin (including Limited English Proficiency), age, disability, political affiliation or belief or - for beneficiaries, applicants, and Participants only- on the basis of citizenship status or participation in a WIOA Title I-Financially Assisted Program or Activity. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for 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. Occupational Safety and Health Act (1970) requires all employers to provide a work place that is free from recognized hazards that cause, or are likely to cause, death or serious physical harm to employees. The Act also establishes the Occupational Safety and Health Administration that is responsible for promulgating workplace safety standards and regulations for various industries. The Act is enforced by the Occupational Safety and Health Administration.

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

13 **P. Definitions**

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

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- 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 lead to

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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

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- 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 pParticipant 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 title. Participation commences on the first day, following determination of eligibility, on which the individual begins receiving training or other services provided under WIOA.

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- 1 • 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.
- 2 • 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.
- 3 • 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.
- 4 • 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:
 - 5 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.
 - 6 b) Alternative secondary school services or dropout recovery services.
 - 7 c) Paid and unpaid work experiences, including summer and year-round employment opportunities, pre-apprenticeships, internships, job shadowing, and on-the-job training opportunities.
 - 8 d) Occupational skills training, with priority given to programs leading to recognized postsecondary credentials aligned with in-demand industry sectors/occupations.
 - 9 e) Education offered concurrently and in the same context as workforce preparation activities and training for specific occupation or occupational cluster.
 - 10 f) Leadership activities, including community service, peer-centered activities encouraging responsibility and other positive social/civic behaviors.
 - 11 g) Supportive Services.
 - 12 h) Adult Mentoring for at least 12 months.
 - 13 i) Follow-up Services for at least 12 months after Exit.
 - 14 j) Comprehensive Guidance and counseling.
 - 15 k) Financial Literacy Education.
 - 16 l) Entrepreneurial Skills Training.
 - 17 m) Labor market and employment information about in-demand industry sectors.
 - 18 n) Preparation for transition to postsecondary education/training.
- 19 • 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
- 20 • 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.
- 21 • 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.
- 22 • Special Rule The term "low income", used with respect to an individual, also includes a youth living in a high-poverty area.
- 23 • Subcontract A legal agreement whereby an organization agrees to provide services, activities or materials necessary to fulfill the agreement.
- 24 • 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.
- 25 • 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.
- 26 • Unemployed This term means an individual who is without a job and who wants and is available for work. The determination of whether an individual is without a job, for purposes of this

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- Service Contract (SC) 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. An agreement developed and executed between the Subrecipient and collaborative Contractors in relation to the operational management of a Youth Program.
- WIOA Local Area Local workforce development areas within the state that take into consideration:
 - a) geographic areas served by local educational agencies, intermediate educational agencies, post-secondary educational institutions and vocational education schools;
 - b) extent to which such local areas are consistent with labor market areas;
 - c) distance that individuals will need to travel to receive services; resources of such local areas that are available to effectively administer the activities carried out under WIOA.
- Work Experience Planned, structured learning experiences that takes place in a workplace for a limited period of time and may be paid or unpaid, in the private, for-profit sector; the non-profit sector; or the public sector. Work-based learning experiences are designed to enable youth to gain exposure to the working world and its requirements.
- Workforce Development System A system that makes available the core programs, the other one-stop partner programs, and any other programs providing employment and training services as identified by a State board or local board.
- Workforce Preparation Activities Activities, programs, or services designed to help an individual acquire a combination of basic academic skills, critical thinking skills, literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, and understanding systems, and obtaining skills necessary for successful transition into and completion of post-secondary education or training, or employment.
- Youth-Opportunity Center or YOC A safe, comfortable youth-friendly environment where youth can access a variety of services to meet their needs. The facility must be accessible by public transportation and must be Americans with Disabilities Act compliant.

[Signatures on Following Page]

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

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>,
<Insert Legal Entity>

8 Signature: _____

Signature: _____

9 Print Name: Carrie Harmon

Print Name:

10 Title: Director of Workforce Development

Title: Executive Director

11 Dated: _____

Dated: _____

12
13
14 APPROVED AS TO FORM:
15 Gregory P. Priamos
16 County Counsel

17
18
19 By: _____

20 Amrit P. Dhillon
21 Deputy County Counsel

Exhibit 1 - Scope of Work

Agency Name ("Subrecipient"), shall perform the following services and work, in connection with the Workforce Innovation and Opportunity Act ("WIOA") Cost Reimbursement Agreement (Program Year 2019/2020 Year-Round Youth Services), between the County of Riverside ("County") and Agency Name:

1. Background

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

2. Quality Assurance Certification

The County requires each YOC to implement a Continuous Quality Assurance System to ensure the WIOA Youth Program delivers high quality services to its customers. The program must be evaluated and certified as meeting or exceeding the established quality standards by an independent Quality Assurance Agency within thirty (30) days of contract award. If not already certified, YOCs must be certified within six (6) months of contract award or provide status of application/ and /or progress of certification from the agency conducting the review and certification. Proof of certification and renewal must be submitted to the County.

3. YOC Location/Hours of Operation

Agency
Address
City/state/zip
Phone:
Fax:
Email address:
Hours of Operation: Monday – Friday,
From 8:00 a.m. 5:00 –p.m.

4. Target Population

The purpose of this Agreement is to provide programs services to eligible youth, ages 16-24, (16-21 for in-school youth (ISY) and 16-24 for out-of-school youth (OSY), on a year-round basis (July 1, 2019 through June 30, 2020). **Exhibit 2** of this Agreement contains the current enrollment plan.

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5. **Program Components**

a) Intake and Eligibility

The Subrecipient shall follow the eligibility criteria set forth in the Riverside County Economic Development Agency-Workforce Development Division WIOA Youth Program Policies & Procedures Manual (19-01). Additional guidelines for WIOA Youth Enrollment, Comprehensive Assessment and Individual Service Strategy ("ISS") are also included in the aforementioned manual.

b) Assessment

1. Pre/Post Assessments – The Subrecipient shall utilize the Comprehensive Adult Student Assessment System ("CASAS"). The CASAS assessment system shall be used to pre-test each Participant in Literacy (Reading Comprehension) and Numeracy (Math Computation) educational levels. Subrecipient will also utilize the CASAS to post-test each individual for measuring Literacy and Numeracy improvements.
2. CASAS Employability Competency System ("ECS") – The Pre-employment and Work Maturity Checklists in the CASAS-ECS shall be used as a guide to assess Participants in the following areas: Pre-Employment Skills, Job Retention Skills, and Occupational Skills. The CASAS-ECS system shall be used to pre-test and post-test each Participant.
3. The Subrecipient may also use any available CASAS material for Speaking Skills, Listening Skills, Problem Solving and Reasoning, Life Skills, and Interest/Aptitude areas. However, if alternate assessment materials are implemented, Subrecipient shall be responsible for insuring that materials used meet generally accepted standards for the Riverside County WIOA Youth Program. Subrecipient shall document all Assessment results and progress on the Participant's ISS and in the CalJOBS system.

c) Individual Service Strategy ("ISS")

The Subrecipient shall determine what program elements will be provided to each youth, based on individual assessment results and development of an ISS. In order to encourage active participation in all ISS activities, the Subrecipient shall formally review all files on a continuous basis. In the event Participants are enrolled in excess of one (1) year, each file shall have the following noted in the file:

- A thorough outline of services being provided.
- Demonstration of active participation in all ISS activities.
- A clear service strategy to obtain applicable program outcomes not previously attained.
- A projected exit date from the program.

d) Case Management & Life Coaching Activities

- 1 2. Subrecipient shall develop best practices in Case Management and Life
2 Coaching that require organizational arrangements to support youth
3 service delivery. Case Managers shall provide life coach activities, which
4 guide an individual to maneuver through their internal landscape for the
5 purpose of assisting them to explore, discover and attain their authentic
6 desires and aspirations. Two key components to ensure successful
7 outcomes from the life coaching relationship include the establishment and
8 definition of each individual's role and responsibilities, (case manager and
9 Participant), and the establishment and definition of each individual's
10 (Participant) role and responsibilities, and the establishment of the
11 Participant's commitment to taking a pro-active role in their transformation
12 process. The premise of this activity is to guide the Participant to explore
13 and access their unique internal potential to solve problems when life
14 challenges present themselves. Ultimately, the Life Coach (i.e. the case
15 manager) is assisting the Participant in gaining self-confidence in their
16 abilities by helping them recognize that they have the ingenuity to
17 successfully overcome the obstacles they encounter. The Subrecipient
18 shall have staff that have been trained for the approach and its application
19 to the particular practice setting and strategies to ensure that the Youth
20 Opportunity Center ("YOC") can be responsive to evidence from practice
21 and advocate for systemic and policy change to support service delivery.
- 22 2. The principles that underpin Case Management are individualized service
23 delivery based on comprehensive assessment that is used to develop an
24 ISS. The plan is developed in collaboration with the youth and reflects their
25 choices and preferences for the service arrangements being developed.
26 The goal is to empower the youth and ensure that they are involved in all
27 aspects of the planning and service arrangement in a dynamic way.
- 28 3. The Case Manager shall coordinate the process, consulting informal and
 key providers or Contractors to ensure that the plan is developed
 appropriately, clearly contracted and monitored for effective and financially
 accountable service provision based on specified and desired outcomes.
 The case manager and the YOC are expected to maintain quality in service
 provision for individual youth.
4. The Case Management approach assumes that youth with complex and
 multiple needs will access services from a range of providers or
 Contractors and the goal is to achieve seamless service delivery. This
 assumption highlights that the concept of Case Management is based in
 service provision arrangements that require different responses from within
 organizations and across organizational boundaries.
5. Case Managers provide the coordinating and specialist activities that flow
 from the particular setting, program and youth population. However, it is
 usual to identify the following process as core to Case Management:
 screening, assessment/risk management, career development planning,
 implementing service arrangement, monitoring/evaluation and advocacy.

1 Case management shall be ongoing, frequent and documented in
2 CalJOBS.

- 3 6. In order to ensure active engagement and continuous support for each
4 Participant, the Subrecipient shall conduct, activity/contact reviews with the
5 Participant during the main program at a minimum of 30-day, 60-day, and
6 90-day reviews. These reviews shall be documented in CalJOBS electronic
7 case notes. The Subrecipient shall document specific effort(s) made to
8 contact Participants, (e.g., telephone contact and results; attempted
9 telephone contact with no answer; voice mail message on home or cell
10 number in file; use of social media; attempted telephone contact at all
11 alternate numbers in file; use of text message; use of email; use of
12 postcard) in CalJOBS within one (1) week of contact. The expectation is
13 that regular contacts and interaction will prevent any gaps in services (e.g.,
14 90-days with no activity), as this would cause CalJOBS to soft exit the youth
15 automatically from the program.

16 e) Youth Activities

17 In order to support the attainment of a secondary school diploma or its
18 recognized equivalent; entry into postsecondary education; entry into training;
19 attainment of a recognized postsecondary credential; career readiness for
20 Participants; and placement in employment, the program shall provide the
21 following:

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

NOTE: Prohibitions – Noninterference and non-replacement of regular academic requirement – The Riverside County WDB prohibits the use of WIOA funds to provide an activity for eligible youth who are not school dropouts if participation in the activity would interfere with or replace the regular academic requirement or the youth. (WIOA Section 129 (c)(6)(B); WIOA Section 129(a)(1))

f) Occupational Skills Training

The Subrecipient may offer Occupational Skills Training (“OST”). OST may be conducted in a classroom setting and curriculum is designed to meet the technical needs of the workplace. OST classes are categorized as training services under WIOA and OST providers are required to be on the Eligible Training Provider List (“ETPL”) or higher education provider. OST provides WIOA Participants with the technical skills necessary to perform a specific job or group of jobs. The duration of OST activities varies based on many factors; however, the following considerations shall be applied to each Participant: WIOA services are intended to provide the Participant with the most efficient and cost-effective method for reaching educational/employment goals, with employment being the ultimate goal. WIOA services and the financial resources associated with WIOA are not intended to provide long-term training services such as a four-year, post-secondary education degree.

1. Individual Training Account (“ITA”) Requirements:

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

g) Support for Youth

1. Supportive services may only be provided to enrolled WIOA Youth Program Participants in accordance with the Riverside County Economic Development Agency-Workforce Development Division Policy Number 19-01. Website address for locating above referenced policies may be found under, **Exhibit 6** WIOA Internet and Other Resources.

2. Examples of approved Support Services:

- Individual & Family Counseling
- Access to Information and Referrals

- Substance Abuse
- Teen Pregnancy
- Anti-Criminal/Gang Parenting Classes and Support
- Transportation
- Childcare Assistance
- Tuition Assistance
- Work-Related Clothing & Tool Follow-up Activities
- Adult Mentoring

h) Incentives

Incentives may be awarded to WIOA Participants for achieving WIOA performance measure(s). It is not required to award all of them if attained; however, the Subrecipient is encouraged to make use of incentives to motivate youth towards successful outcomes, when funding permits. WIOA funds can also be used to reward Participants in recognition of achievement of milestones in programs tied to work experience, education or training. *NOTE: Federal funds **must not** be spent on entertainment, such as movie or sporting event tickets or gift cards to movie theaters or other venue whose sole purpose is entertainment.* In order to provide an incentive to the Participant, Subrecipient must document the successful completion of the Participant's performance measurements and track the monetary incentive distribution. Incentives may be awarded in lump sums, per category, or through a combination of activities in each category. The amount awarded must not exceed the amount listed for each category in the table below with the maximum aggregate award not to exceed \$400 per Participant. Please refer to Policy 19-01 for policy procedures.

i) Customer Satisfaction Survey

The Subrecipient shall implement a customer survey to measure youth satisfaction in the youth center. The Subrecipient shall upload their survey reports to youth data folder found at <https://rivcounty.sharepoint.com/sites/wodcXnt/SitePages/Home.aspx> within fifteen (15) days of the end of each quarter for the program year. The data collected shall be used to improve services to youth in the Riverside County.

j) Follow up-Services

1. All youth Participants shall receive some form of follow-up services for at least twelve (12) months after the program closure/State Exit has been completed and confirmed. The twelve (12) month period shall begin the day after the State Exit date, and may continue beyond twelve (12) months at the discretion of Subrecipient. The types of services provided and the duration of services shall be based on the needs of the youth to ensure their success in employment and/or post-secondary education. The type and intensity of follow-up services may differ for each Participant, but shall include more than only a contact attempt made for securing documentation in order to report a performance outcome. Specifically, the goal of follow-up services for OSY

1 (ages 16-24) is to ensure job retention, wage gains, and career progress for
2 individuals who obtained unsubsidized employment as defined in the
3 Participant's ISS. The goal of follow up services for ISY (16-21) is to enable
the individual to continue lifelong learning and achieve a level of self-
sufficiency, as defined in the Participant's ISS.

- 4 2. The Subrecipient shall develop a follow-up assessment tool to determine what
5 type and amount of follow-up is needed. The tool shall include: work history,
6 reasons youth have previously left jobs or dropped out, social skills, life skills
7 crisis, stress management skills, attitude towards work or school and barriers
8 to employment and/or school completion.
- 9 3. After the follow-up assessment, the Subrecipient shall develop a follow-up plan
10 with the youth prior to exiting the program. The plan should include the
11 following: retention or follow-up assessment, list of people and resources youth
could use, goals to reach while in job and before quitting, goals to reach in
12 school before graduation, plans for transportation, childcare and alternative
13 contacts that include name, address, phone number, email address. The
14 results shall be documented in case notes.
- 15 4. The Subrecipient's follow-up plan, while holding the Participant accountable for
16 their actions, shall track the following areas:
- 17 ▪ Develop reminder system for sending out letters, or scheduling
18 telephone contacts.
 - 19 ▪ Be respectful of youth's work and home life.
 - 20 ▪ Maintain high expectations and plenty of support.
 - 21 ▪ Provide additional support, as necessary, which could include,
22 counseling and supportive services.

 - 23 ▪ The Subrecipient may include guiding principles (discussed below)
24 during the follow-up period. The objective is to match follow-up
25 services to the youth's characteristics, needs and personal situation.
26 The Subrecipient shall consider age, needs, at-risk status, family,
27 school, personal support system, and workplace hours. NOTE: Please
28 refer to WIOA Youth Program Policies and Procedures Manual No. 19-
01 for required follow up requirements and documentation.
5. The following are key operating principles for employment and education
retention and career advancement:
- Close mentoring relationship.
 - High expectations.
 - Smooth transition: pre-placement activities - placement - follow-up
activities.
 - Meeting physical and emotional needs as well as vocational needs.
 - Non-intrusive contact with employers.
 - Access to better jobs.

6. Performance Standards

The County shall utilize Management Information Systems (“MIS”) reports, derived from the CalJOBS database to measure the Subrecipient’s performance throughout the term of the Agreement. The Subrecipient shall maximize exit strategies to coincide with performance measurements. Should Subrecipient conceal or give the appearance of exits being withheld in the program year and carried over to the new program year as negatives to attain performance measurement in the current year, the Subrecipient shall undergo an evaluation to determine if a refund is due back to the County.

WIOA Performance Measure	Minimum Standards	Description of Measure
Employment Rate at 2 nd Quarter after Exit	75%	The percentage of Participants who are found to be employed OR enrolled in secondary education, post-secondary education or occupational skills training during the second quarter after exit
Median Earnings at 2 nd Quarter after Exit	\$3,575.00	The median earnings of Participants who are in unsubsidized employment during the second quarter after program exit.
Employment Rate at 4 th Quarter after Exit	70%	The percentage of Participants who are found to be employed OR enrolled in secondary education, post-secondary education or occupational skills training during the second quarter after exit
Credential Attainment	65%	The percentage of Participants who obtain a secondary school diploma, or its recognized equivalent, and who are either employed within 4 quarters after program exit or enrolled in a postsecondary program leading to a recognized postsecondary credential within one year (365 days) of program exit.
Measurable Skills Gain	85%	This indicator includes the number of Participants, who, during a PY, are in an education or training program that leads to a recognized postsecondary credential or employment, and who are achieving documented measurable skill gains.

7. CalJOBS Database System

All data required for the youth program shall be recorded in the CalJOBS System. The Subrecipient shall be assigned logins, training and information on how to query program data. Data shall be validated according to documents uploaded via document imaging. Subrecipients shall enter data and program components into CalJOBS. The Subrecipient shall use WIOA Youth Application Form 448-50. The CalJOBS system

1 will require a secondary review (known as certification review) to be completed by the
2 Subrecipient. Each Subrecipient shall assign a knowledgeable staff to review WIOA
3 eligibility, ISS's, case notes and certify that they have completed this in CalJOBS. The
4 Subrecipient shall enter data enrollment activities into CalJOBS. A list of acceptable
5 activity codes shall be provided to the Subrecipient by the County that coincide with
6 CalJOBS codes. All attainments of degree or recognized postsecondary credential,
7 GED/HS Diploma credentials, entered employment, post-secondary education exits
8 and follow-up, shall be submitted to EDA's Workforce Development Division
9 ("WDD")/Management Information System ("MIS") unit.

10 YOC's shall scan all required documents and forms into CalJOBS. This will allow for
11 remote access of information and reduce unnecessary delivery of paperwork to the
12 WDD for data entry.

13 For outcomes, exits, and follow-up based in CalJOBS, YOC staff shall upload all
14 applicable forms and back-up documentation using the YOC Document Transmittal
15 (Youth 448-49) to the YOC inbox@rivco.org.

16 The Subrecipient shall utilize and complete the Youth Program Closure Checklist Form
17 (Youth 448-61), when submitting any closures or exits. In addition, quarterly follow-
18 ups for data-entry shall be submitted on the Follow Up Form (Youth 448-62).

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Exhibit 2 Monthly Enrollment Plan

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Exhibit 3 - Program Budget

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Exhibit 4 Performance Measurement Invoices

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(For-Profit entities only)

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Exhibit 5 - Cost Allocation Plan

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Agreement Number: PY 2019/2020-<Insert City>
WIOA Youth Subgrant <Insert Number>/PY 2019-2020
Catalog of Federal Domestic Assistance (CFDA) # <Insert Number>

Exhibit 6 – Form of Service Contract

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Exhibit 6 Service Contract (County-Approved)

Service Contract Between

<Insert Agency Name>, <Insert Legal Entity> AND <Insert Contractor Name>, <Insert Legal Entity>

I. Introduction

This Contractor Service Contract ("SC") is hereby entered into by <insert agency name>, insert <legal entity> hereinafter referred to as the "Agency"; and the <insert name of Contractor>, <insert legal entity> hereinafter referred to as "Contractor". Jointly, the "Agency" and the "Contractor" are hereinafter referred to as the "Parties" and individually as the "Party".

II. Background

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

III. Purposes

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

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

IV. Authority

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

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

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V. Description of Services

A. Contractor responsibilities:

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

B. Agency responsibilities:

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

C. The Parties responsibilities:

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

VII. Funding

This SC does not obligate any funds from any Party. -OR- This SC does obligate funds from the Agency to the Contractor in the amount of, not exceeding, \$ xxxxxx.00 for the term of July 1, 2019 to June 30, 2020.

- A. Subject to the availability of WIOA funds, each Party agrees to fund their own expenses associated with the implementation of this SC. *(to be used in Non-financial SCs)* -OR- Subject to the availability of WIOA funds, the Agency agrees to pay for services in agreement with Section VII. *(to be used Financial SCs)*

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

13 To ensure program compliance with the provisions of WIOA Sections 116, including
14 the regulations under Sections 183 and 184, there shall be at least one (1) technical
15 assistance visit and one (1) program and fiscal monitoring conducted by the Agency
16 on an annual basis. Program compliance ensures that the Contractor is in compliance
17 with laws and regulations governing the use of WIOA funds. Fiscal program
18 compliance shall analyze, evaluate, and determine program compliance with
19 government financial systems, expenditure rate and cost guidelines.

20 During the program compliance review, the Contractor shall cooperate with the Agency
21 to permit the Agency to determine Contractor's conformity with the terms of this SC
22 and with WIOA regulations. If any services performed or products provided by the
23 Contractor are not in conformance with the terms of this SC, the Agency shall have the
24 right to require Contractor to perform the services or provide the products in
25 conformance with the terms of the SC at no additional cost to the Agency. When the
26 services to be performed or the products to be provided are of such nature that the
27 difference cannot be corrected, the Agency shall have the right in its sole discretion,
28 to:

- 29 (a) Requires Contractor immediately to take all necessary steps to ensure future
30 performance in conformity with the terms of the SC; and/or
- 31 (b) Reduce the SC price to reflect the reduced value of the services performed or
32 products provided; and/or
- 33 (c) The Agency shall terminate this SC for default and charge to the Contractor
34 any costs incurred by the Agency because of Contractor's failure to perform.
35 In the event Contractor does not comply with the program compliance review
36 and is non-responsive, then action shall be taken to terminate the SC.

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

- 38 A. This SC is effective upon signature and dated by the final approving Party as indicated
39 below.

- 1 B. This SC shall expire on June 30, 2020 unless terminated, extended, or renewed in
2 writing. The terms or conditions of such extension or renewal will be in writing and
3 require the signature of the Agency and the Contractor.
- 4 C. This SC may be amended through written agreement of all signatories. Copies of the
5 amendment must be provided to the Parties of this SC.
- 6 D. This SC may be terminated prior to the expiration date by providing thirty (30) calendar
7 days written notice of termination to the other Party.

8 **IX. Records**

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

15 **X. Indemnification**

16 The Contractor agrees to indemnify and hold harmless the Agency from any and all liabilities for
17 injury to persons and damage to property, including third party claims, arising out of any negligent
18 act or omission of the Contractor, its officers, employees, agents or volunteers in connection with
19 this SC.

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

23 **XI. Insurance**

24 The Contractor and Agency shall maintain professional liability, general liability, and Workers'
25 Compensation Insurance. The Contractor and Agency warrant they have adequate professional
26 liability, general liability and Workers' Compensation to provide coverage for liabilities arising out
27 of the Contractor and Agency performance of this SC.

28 **XII. Dispute Resolution Process**

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

XIII. Conformity with Applicable Law

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

XIV. Assurances and Certifications

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

1. WIOA Contractor 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, Contractor is fully complying with earnings assignment order of all employees and is providing names of all new employees to the New Employee Registry maintained by the California Employment Development Department ("EDD").
5. Corporate Registration the Contractor, 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 Contractor hereby assures and certifies that the Contractor shall 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 A 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 SC had one or more public transactions (federal, state or local) terminated for cause of default. Where the Contractor is unable to certify to any of these statements in this certification such prospective entity shall immediately notify the County before signing the SC.
7. Drug Free Workplace, Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall 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;

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- 1 c. Any available counseling, rehabilitation and employee assistance programs;
and,
2 d. Penalties that may be imposed upon employees for drug abuse violations
e. Every employee who provides services under this SC will:
3 receive a copy of the company's drug-free policy statement; and agree to abide
by the terms of the company's statement as a condition of employment.
- 4 8. Environmental Protection Regulations
- 5 a. Clean Air Act (42 U.S.C. 7401-7671q.); Federal Water Pollution Control Act (33
6 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess
of \$150,000 must contain a provision that requires the non-Federal award to
7 agree to comply with all applicable standards, orders or regulations issued
pursuant to the Clean Air Act and the Federal Water Pollution Control Act as
8 amended. Violations must be reported to the Federal awarding agency and the
Regional Office of the Environmental Protection Agency (EPA). The Contractor
9 ensures that it complies with all applicable standards, order, or requirements
under the Clean Air Act, the Federal Water Pollution Control Act, Executive
10 Order 11738, and EPA regulations. The authorized representative, in signing
this SC, certifies that he/she has read and that his/her agency is in compliance
with all terms.
- 11 b. Energy Policy and Conservation Act - Mandatory standards and policies
relating to energy efficiency which are contained the state energy conservation
12 plan issued in compliance with the Energy Policy and Conservation Act.
- 13 c. Air or Water pollution Violation, not be in violation of any order or resolution
not subject to review promulgated by the State Air Resources Board or an air
14 pollution district; subject to cease and desist order not subject to review issued
pursuant prohibitions; or finally determined to be in violation of provisions of
federal law relating to air and water pollution.
- 15 9. Fair Labor Standards Act (1938) provides minimum wage and overtime requirements.
Under FLSA, all non-exempt employees are entitled to cash overtime for all hours
16 worked over 40 in a workweek. The Act, as amended by the Minimum Wage Increase
Act of 1996, is enforced by the Wage and Hour Division of the Department of Labor
and private lawsuits.
- 17 10. Family Educational Rights and Privacy Act of 1974 and related state law and
regulations require the proper disclosure of individually identifiable records. All state
18 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,
19 locked files, computer passwords, and assigned staff access, to protect it from loss,
unauthorized use, access, disclosure, modification and destruction.
- 20 11. Family and Medical Leave Act (1993) requires that employers, with fifty (50) or more
employees, provide up to twelve (12) weeks of unpaid leave, with any 12 month period,
21 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
22 condition. The Act is enforced by the Wage and Hour Division of the Department of
Labor.
- 23 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
24 criminal penalties for knowingly employing unauthorized aliens and prohibits
discrimination based on national origin or citizenship if the alien is authorized to work.
25 The Act is enforced by the Department of Justice and the Department of Homeland
Security.
- 26 13. Jobs for Veterans Act (Public Law 107-288): By signing this SC, the Contractor hereby
assures and certifies that it will comply with the provisions of this Act and establish a
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1 priority for service for veterans (and some spouses) who otherwise meet the eligibility
2 requirements for participation in the program.

3 14. Military Selective Service Act shall be insured by the Secretary that each individual
4 participating in any WIOA program or receiving any assistance or benefit under this
5 chapter has not violated section three (50 U.S.C. 453) by not presenting and submitting
6 to registration as required pursuant to such section. The Director of the Selective
7 Service System shall cooperate with the Secretary in carryout out this section.

8 15. False Claims Act ("FCA") provides, in pertinent part, that: (a) Any person who (1)
9 knowingly presents, or causes to be presented, to an officer or employee of the United
10 States Government or a member of the Armed Forces of the United States a false or
11 fraudulent claim for payment or approval; (2) knowingly makes, uses, or causes to be
12 made or used, a false record or statement to get a false or fraudulent claim paid or
13 approved by the Government; (3) conspires to defraud the Government by getting a
14 false or fraudulent claim paid or approved by the Government; or (7) knowingly makes,
15 uses, or causes to be made or used, a false record or statement to conceal, avoid, or
16 decrease an obligation to pay or transmit money or property to the Government; Is
17 liable to the United States Government for a civil penalty of not less than \$5,000 and
18 not more than \$10,000, plus 3 times the amount of damages which the Government
19 sustains because of the act of that person. (b) For purposes of this section, the terms
20 "knowing" and "knowingly" mean that a person, with respect to information (1) has
21 actual knowledge of the information; (2) acts in deliberate ignorance of the truth or
22 falsity of the information; or (3) acts in reckless disregard of the truth or falsity of
23 the information, and no proof of specific intent to defraud is required. While the False
24 Claims Act imposes liability only when the claimant acts "knowingly," it does not require
25 that the person submitting the claim have actual knowledge that the claim is false. A
26 person, who acts in reckless disregard or in deliberate ignorance of the truth or falsity
27 of the information, also can be found liable under the Act. In sum, the False Claims Act
28 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 percent and not more than 30 percent. The FCA provides protection to
qui tam relators who are discharged, demoted, suspended, threatened, harassed, or
in any other manner discriminated against in the terms and conditions of their
employment as a result of their furtherance of an action under the FCA. 31 U.S.C.
3730(h).

16. National Labor Relations Board certifies that no more than one (1) final unappealable
finding of contempt of court by a federal court has been issued against the Contractor
within the immediately preceding two-year period because of Contractor's failure to
comply with an order of a federal court which orders the Contractor to comply with an
order of the National Labor Relations Board.

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17. Nondiscrimination Clause the conduct of the Parties to this SC shall be in accordance with Title VI of the Civil Rights Act of 1964 and the Rules and Regulations promulgated there under the provision of the WIOA, Section 188. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws: The nondiscrimination and equal opportunity provisions found in Section 188 of WIOA and 29 CFR Part 38 prohibit discrimination on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity); national origin (including Limited English Proficiency); age; disability; political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I-financially assisted program or activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individual with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The Contractor 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 Contractor's operations 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 Contractor will “comply fully with the nondiscrimination and equal opportunity provisions of the WIOA” (29 CFR Part 38 Preamble) and acknowledge the government's right to seek judicial enforcement of the nondiscrimination assurance.
 18. Occupational Safety and Health Act (1970) requires all employers to provide a work place that is free from recognized hazards that cause, or are likely to cause, death or serious physical harm to employees. The Act also establishes the Occupational Safety and Health Administration that is responsible for promulgating workplace safety standards and regulations for various industries. The Act is enforced by the Occupational Safety and Health Administration.
 19. Political Reform Act (of 1974, amended in 1996) requires each state and local agency to adopt a conflict of interest code. Conflict of interest codes are required to prohibit officials of any state or local government agency from making, participating or in any way attempting to use their official position to influence a governmental decision in which the official knows or has reason to know that he or she has a financial interest.
 20. Sectarian Activities are not permitted and does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution regarding separation of church and state.
 21. Vietnam Era Veteran's Readjustment Assistance Act (1974) makes it unlawful for employers to discriminate against veterans of the Armed Forces in their employment practices. It also provides veterans with certain reemployment, seniority, health benefit, and pension rights with respect to prior employment.
 22. Whistleblower Protection Statutes (1989) protect employees of financial institutions and government Subrecipients from discriminatory and retaliatory employment actions because of reporting violations of the law to federal authorities. The Act is enforced by the Wage and Hour Division of the Department of Labor.

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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this SC.

Agency:

Contractor:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____