

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



ITEM: 3.13  
(ID # 14894)

**MEETING DATE:**  
Tuesday, May 11, 2021

**FROM:** HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS  
AND Purchasing and Fleet Services:

**SUBJECT:** HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS/  
WORKFORCE DEVELOPMENT DIVISION (HHPWS/WDD): Request for Approval of  
Professional Service Agreement Template for Workforce Innovation Opportunity Act (WIOA) to  
use to award procured providers through Request for Proposal No's WDARC-015 through  
WDARC-020 (WIOA Title I RFP's); All Districts. [\$2,613,986- 100% federal WIOA funds]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061 (b)(3);
2. Approve Program Years 2020/21 and 2021/22 Workforce Innovation and Opportunity Act (WIOA) Title I funding recommendations for various Professional Services Agreements for the period of June 1, 2021, through June 30, 2022, in an amount not to exceed \$2,613,986;
3. Approve the form of the Service Agreement Template, attached herein, to fund professional services with WIOA Title I procured providers awarded through Request for Proposal No.'s WDARC-015 through WDARC-020 (WIOA Title I RFPs);

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**ACTION: Policy**

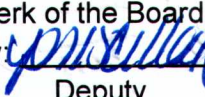
  
Heidi Marshall, Director 4/15/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt  
Nays: None  
Absent: None  
Date: May 11, 2021  
xc: HHPWS/WDD

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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**RECOMMENDED MOTION:** That the Board of Supervisors:

4. Upon completion of the bid process, Authorize the Director of HHPWS, or designee, to submit and execute all contracts for award of the bid, substantially conforming in form and substance to the Service Agreement Template and as approved as to form by County Counsel, to the lowest, most responsive, and responsible bidders under the WIOA Title I RFPs, as recommended for award by the evaluation team for each procured providers for a total aggregate amount not to exceed \$2,613,986, for a period up to four-years beginning as early as June 1, 2021 and terminating by June 30, 2025, to be implemented annually, based on the availability of WIOA funds and approval of the Workforce Development Board (WDB), and the Board of Supervisors, provided that, if any of the following occur, the award will be submitted to the WDB for action: there is a bid protest, the lowest bid exceeds the estimated budget, the low bidder is disqualified, two or more bids are the same and are the lowest, or a bidder requests relief from its bid due to an error; and
  
5. Authorize the Director of HHPWS, or designee, based on the availability of funding and as approved by County Counsel to: (a) sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; (b) move the allocated funds among awarded vendors, provided the contract amounts are not increased above the total aggregate amount set forth herein; and (c) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the agreements.

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$2,613,986	\$ 0	\$2,613,986	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Federal Workforce Innovation and Opportunity Act Title I funds.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 20/21 – 21/22	

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

The Riverside County Workforce Development Board (WDB) is a private sector led policy and oversight body that supports economic expansion and the development of the regional workforce. The WDB is governed by the Workforce Innovation and Opportunity Act of 2014 (WIOA). Federal funds received under WIOA are allocated to activities that link resources, people, business, and education resulting in a competitive workforce. Related programs and services benefit workers and employers in Riverside County. The Riverside County Workforce Development Division (WDD) administrates implementation of WIOA-funded programs and services.

WDD issued six (6) Requests for Proposals (RFPs) on multiple dates in March and April 2021 with closing dates in April and May 2021, respectively. The purpose of the RFPs is to solicit qualified professionals to provide various services including a human resources hotline for County businesses, job-readiness workshops, vocational assessment, mental health services for job seekers, an employer of record program, and marketing. Proposed programs, each of which is further described below, will augment and expand programs and services provided by WDD to County residents and employers. Activities under the RFPs are proposed to be WIOA-funded.

Overviews of each program and service proposed under the RFPs are as follows.

- 1) *Human Resources Hotline* - The purpose of this RFP is to solicit, identify and provide funding for a Human Resources Hotline to provide no-cost professional consultation services to Riverside County employers with human resource questions. Funding allocated for the HR Hotline service is estimated to be \$30,000 to \$50,000 per fiscal year.
  
- 2) *Job-Readiness Workshop Services* - The purpose of the RFP is to identify a provider or providers of work-readiness workshops. These services will augment and expand workshop services that are currently available to prepare jobseekers for successful (re)entry into the workforce. Proposed workshops may be delivered virtually and/or in-

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person and include basic computer skills, resume writing and critique, interviewing skills, job search/career exploration, and soft skills. Funding allocated for the Workshop Services is estimated to be \$300,000 to 700,000 per fiscal year.

- 3) *Vocational Assessments* - The purpose of this RFP is to identify a provider or providers of comprehensive vocational assessment services for job seekers receiving WIOA-funded workforce services. These services will augment and expand assessments that are currently available. Assessments will be particularly instrumental in assisting workers entering new occupations or industries as a result of COVID-related dislocation. Proposed assessment services may be delivered virtually and/or in-person. Funding allocated for Vocational Assessments is estimated to be \$300,000 to \$500,000 per fiscal year.
- 4) *Mental Health Service Provider(s)*- The purpose of this RFP is to solicit access to out-patient mental health counseling services for qualifying job seekers who have mental health disorders, behavioral issues, and/or emotional impairments that prevent them from gaining successful employment. Activities proposed under this RFP include mental health assessment and diagnosis along with creation of a treatment plan in collaboration with the participant. Funding allocated for Mental Health Service Provider(s) is estimated to be \$200,000 to \$400,000 per fiscal year.
- 5) *Employer of Record Program*- The purpose of this RFP is to identify a provider or providers of Employer of Record services to job seekers receiving WIOA-funded workforce services. Paid work experience and on the job training are critical steps to successful employment. Job seekers with high barriers to employment (e.g., justice involved individuals, individuals with disabilities, etc.) may find these opportunities difficult to attain. One approach to overcoming those barriers is having a third party serve as the employer of record, taking on human resources responsibilities such as payroll processing, and assuming liability for standard employment-related issues (e.g., worker's compensation). These services may incentivize employers to provide on the job training and work experience to job seekers they may not otherwise consider for hire. Funding allocated for Employer of Record services is estimated to be \$763,986 per fiscal year.
- 6) *Marketing Services*. The purpose of this RFP is to identify a provider or providers of comprehensive, professional marketing services to increase knowledge and awareness about available workforce resources. Feedback from community members, businesses, members of the Workforce Development Board, and other stakeholders has consistently indicated that public awareness of Workforce Development services is extremely limited. Proposed marketing services will assist with outreaching to employers and residents, connecting resources to the communities where they are needed. Funding allocated for the Marketing services is estimated to be \$100,000 to \$200,000 per fiscal year.

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The proposed procurement would be valid for up to four years (July 1, 2021 through June 30, 2025). Corresponding service agreements are proposed to have an initial term of one year (June 1, 2021 through June 30, 2022) with the option to extend for three additional one-year periods, subject to satisfactory contractor performance and availability of WIOA funds. To expedite implementation of programs and services contemplated under the RFPs, staff recommend that the Board of Supervisors approve the attached Service Agreement Template, approved as to form by County Counsel (Agreement Template). Upon completion of the RFP process, awarded bidders would enter into contract using the Agreement Template.

The Agreement Template was reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption. The project relates to the provision of jobseeker and business services supporting the workforce system and strategic partnerships, and it can be seen with certainty that there is no possibility that the aforementioned services may have a significant effect on the environment, and will not lead to any direct or reasonable indirect physical environmental impacts, as they will have purely financial and administrative impacts.

**Impact on Residents and Businesses**

Services proposed under the RFPs will provide benefits to Riverside County employers and job seekers by ensuring a skilled and prepared workforce along with strong and resilient businesses.

**Contract History and Price Reasonableness**

The Purchasing Department on behalf of the Workforce Development Department issued Request for Proposal numbers (RFPs #s) WDARC-015 Marketing Services, WDARC-016 HR Hotline Services, WDARC-017 Employer of Record Services, WDARC-018 Mental Health Services, WDARC-019 Vocational Assessment Services, and WDARC-020 Workshop Services. Per Workforce rules and regulations, these new WIOA services need to be awarded by June 1, 2021 and is in the process of evaluating the bid proposals for award recommendations based on best value resulting from the lowest, most responsive, and responsible bidders for each of these projects. The proposals will be vetted and carefully reviewed by an evaluation team consisting of various personnel through the County of Riverside. Each bid response will be evaluated and scored based on the criteria set forth in the RFP: bidder proposal response, bidder qualifications/experience, bidder's proposed implementation plan, overall cost to the County, references with demonstrated success with similar work to the Scope of Services, bidder's financial status, clarifications/exceptions/deviations, and credentials/resumes/licenses/certifications.

**Additional Fiscal Information**

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Service Agreements are for the period of June 1, 2021 through June 30, 2022. These projects are supported by Title I WIOA 100% Federal Funds. No County General funds would be used and no budget adjustment is necessary.

**ATTACHMENT:**

- Service Agreement Template

  
Tina Grande, Director of Purchasing 4/19/2021

  
Steven Atkeson 5/3/2021

  
Gregory V. Priarios, Director County Counsel 4/29/2021

**PROFESSIONAL or PERSONAL SERVICE AGREEMENT**

**for**

**(INSERT NAME OF PROGRAM)**

**between**

**COUNTY OF RIVERSIDE**

**and**

**(INSERT COMPANY NAME)**



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This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20XX, by and between (INSERT COMPANY NAME), (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its WORKFORCE DEVELOPMENT DIVISION (WDD), (herein referred to as "COUNTY").

## **RECITALS**

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

WHEREAS, WIOA authorizes state and local workforce agencies such as the COUNTY, through the Riverside County Workforce Development Board, to provide oversight for the WIOA programs, including, but not limited to meeting State workforce performance goals, while addressing the workforce needs of the local economy, and

WHEREAS, in connection with the State of California to administer the WIOA programs', the COUNTY issued a Request for Proposal, Program Year 20XX-20XX (RFP) on (INSERT DATE) to solicit (INSERT PROGRAM DESCRIPTION). The RFP is incorporated herein by this reference; and

WHEREAS, CONTRACTOR responded to the RFP and based on CONTRACTOR's prior experience (PROGRAM DESCRIPTION), COUNTY awarded CONTRACTOR with an allocation of WIOA funds to provide (PROGRAM DESCRIPTION); and

WHEREAS, County desires to contract with the CONTRACTOR based on its expertise, special skills, knowledge and experience in providing such services, as more specifically set forth in the Agreement below.

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

### **1. Description of Services**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, and the RFP, at the not to exceed fee stated in Paragraph 3.1 to the Agreement. The RFP and CONTRACTOR's response to the RFP submitted on (INSERT DATE) are each hereby incorporated herein by this reference.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge, personnel, equipment, and facilities necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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

## 2. Period of Performance

2.1 The CONTRACTOR shall perform the scope of services for the COUNTY in a timely manner and COUNTY'S satisfaction, as more specifically set forth in Exhibit A, Scope of Services, and in Exhibit B, Payment Provisions, as such services are necessary for the provision of (Program Description). This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through (INSERT DATE), unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

## 3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred for the Scope of Services defined in Exhibit A, pursuant to the Payment Provisions set forth in Exhibit B. Maximum payments by COUNTY to CONTRACTOR shall not exceed (INSERT DOLLAR AMOUNT) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products, unless agreed to by the COUNTY in writing.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days

advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within ten (10) days from the last day of each calendar month, and conforming to Exhibit C, attached hereto and incorporated herein by this reference, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County  
Workforce Development Division  
ATTN: Accounts Payable  
1325 Spruce St. Suite 400  
Riverside, CA 92507

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work (hourly rate and extension, if applicable), and an invoice total and shall conform to the Invoice Form attached hereto as Exhibit C.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

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

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

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

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

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

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

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<https://www.visualofac.com/regulations/excluded-parties-list-system/>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

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

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

**7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

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

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

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

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

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

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after

it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

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

**11. Disputes**

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

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the



mediations. The parties shall jointly select as mediator acceptable to the CONTRACTOR and COUNTY. The mediation shall take place in Riverside County. Each party shall be responsible for its own legal fees and other expenses incident to the preparation for mediation. If the dispute cannot be resolved by mediation, neither COUNTY nor CONTRACTOR waives their rights to bring the appropriate legal action in a court of competent jurisdiction within the County of Riverside.

**12. Licensing and Permits**

CONTRACTOR 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. CONTRACTOR 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, and shall maintain these throughout the term of this Agreement relative to the Scope of Services to be performed under Exhibit A, and that service(s) will be performed by properly trained and licensed staff.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall comply with 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. 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; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of

the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Consultant), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

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

**15. Records and Documents**

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

**16. Confidentiality**

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

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or 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, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

WORKFORCE DEVELOPMENT DIVISION  
ATTN: CARRIE HARMON,  
DIRECTOR OF WORKFORCE DEVELOPMENT  
1325 SPRUCE ST. SUITE 400  
RIVERSIDE, CA 92507

**CONTRACTOR**

(INSERT CONTRACTOR NAME)  
(INSERT ADDRESS)

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract

has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

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

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR 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 CONTRACTOR indemnification to Indemnitees as set forth herein.

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

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

**22. Insurance**

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

**A. Workers' Compensation:**

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

**B. Commercial General Liability:**

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

**C. Vehicle Liability:**

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

**D. Professional Liability (ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DOCTORS, AND LAWYERS).** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per

occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

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

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

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or 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. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

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

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

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

## **23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

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

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

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

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

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

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

**23.11** 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. In the event any provision in this Agreement is held by a court of



competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

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

**23.14** Unless otherwise provided in terms of the Grant or the Agreement, when copyrighted material is developed in the course of or under this Agreement, the author and the COUNTY 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 produce, publish, and use and to authorize other to use all copyrighted material.

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

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

**23.17** The CONTRACTOR shall assure that funds provided by this Agreement must be used exclusively for activities that are authorized under WIOA. Co-mingling and/or diverting of funds to support

the activities of other programs are not authorized. Documentation supporting expenditures will be kept on file at the CONTRACTOR's office and made available at all times for audit and monitoring purposes for a period of no less than seven (7) years after the COUNTY makes final payment and all pending matters are closed.

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

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

**23.20** Should the CONTRACTOR fail to perform the services as outlined in Exhibit A, the COUNTY and the CONTRACTOR will meet and confer to modify the Scope of Services and compensation arrangements.

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

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

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

**COUNTY OF RIVERSIDE**, a political subdivision of the State of California, by and through its Workforce Development Division

**CONTRACTOR NAME HERE**

By: \_\_\_\_\_

Name:

Title:

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name:

Title:

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_

Name:

Deputy County Counsel

**EXHIBIT A**  
**SCOPE OF SERVICES**

**EXHIBIT B**  
**PAYMENT PROVISIONS**