

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



**ITEM: 3.18  
(ID # 15171)**

**MEETING DATE:**  
Tuesday, July 20, 2021

**FROM :** HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS  
AND PURCHASING AND FLEET SERVICES:

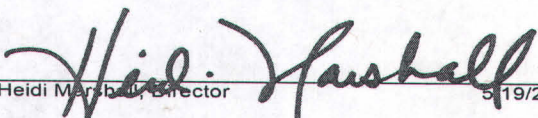
**SUBJECT:** HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS/  
WORKFORCE DEVELOPMENT DIVISION (HHPWS/WDD): Approval of Fiscal Year 2021/22  
Year-Round and County-Wide Youth Service template agreements and funding requests related  
to Requests for Proposals No.'s WDARC-021 and WDARC-022; and Ratify and Approve  
modifications to Fiscal Year 2020/21 Year-Round Youth Service Agreements to extend the  
agreement terms and allocate additional funding, All Districts. [\$8,890,000– 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 funding recommendations for Year-Round Youth Services procurement WDARC-021 for the period of July 1, 2021 through June 30, 2022, as itemized in Table A, for a total amount not to exceed \$5,100,000;

Continued on page 2

**ACTION:Policy**

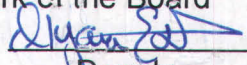
  
Heidi Marshall, Director 5/19/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: July 20, 2021  
xc: HHWS/WDD, Purchasing

Kécia R. Harper  
Clerk of the Board  
By:   
Deputy

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

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

3. Approve the form of the attached Template Workforce Innovation and Opportunity Act (WIOA) Cost Reimbursement Agreement for Program Year 2021/2022 Year-Round Youth Services for a procurement period of up to four years from July 1, 2021 through June 30, 2025, with an initial term of two years and the option to extend for one additional two-year period, based on the availability of WIOA funds (Agreement for Year Round Youth Services);
4. Ratify and Approve allocation of additional Workforce Innovation and Opportunity Act (WIOA) funding, and modifications to the six (6) current WIOA Cost Reimbursement Agreements for Program Year 2020/2021 Year-Round Youth Services and Summer Training and Employment Programs for Students 2020 with Arbor E&T, LLC and California Family Life Center (WIOA Agreements), to extend each agreement term for three additional months through September 30, 2021 and increase each agreement amount by \$215,000 in WIOA funds, as itemized in Table B, for a total aggregate increase amount of \$1,290,000; and authorize the Director of Housing, Homelessness Prevention, and Workforce Solutions (HHPWS), or designee, to execute and implement amendments to the WIOA Agreements and any related and necessary documents, as approved as to form by County Counsel;
5. Approve funding recommendations for Countywide Youth Services procurement WDARC-022 for period of July 1, 2021 through June 30, 2022, as itemized in Table C, for a total amount not to exceed \$2,500,000;
6. Approve the form of the attached Template Workforce Innovation and Opportunity Act (WIOA) Countywide Youth Services Agreement for Program Year 2021/2022 for a procurement period of up to four years from July 1, 2021 through June 30, 2025 to be implemented annually based on the availability of WIOA funds (Agreement for County-Wide Youth Services);
7. Upon completion of the bid process for procurements WDARC-021 and WDARC-022, Ratify and Authorize the Director of HHPWS, or designee, to submit and execute all contracts for award of the bids, substantially conforming in form and substance to the attached Agreement Templates and as approved as to form by County Counsel, to the lowest, most responsive, and responsible bidders, as recommended for award by the evaluation team for each procured provider for a total aggregate amount not to exceed \$7,600,000, for a period up to four-years beginning as early as July 1, 2021 and terminating by June 30, 2025, to be implemented annually or for a two year period with the option to renew; based on the availability of fiscal funding and approval of the Workforce Development Board, provided that, if any of the following occur, the award will be submitted to the Board of Supervisors 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 bidder requests relief from its bid due to an error; and
8. Authorize the Director of HHPWS, or designee, to execute and take all necessary steps to implement the Agreement for Year Round Services and the Agreement for County-Wide Youth Services, including but not limited to, negotiating, approving and executing amendments that exercise the options of the agreements and conform to the intent of the agreements, as well as exhibits and subsequent necessary and relevant documents;

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

provided that the respective amounts set forth in Tables A, B and C are not exceeded, and subject to approval as to form by County Counsel.

<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>	\$8,890,000	\$ 0	\$8,890,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Federal Workforce Innovation and Opportunity Act (WIOA) Title I funds.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2021/22	

**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. WIOA funding is allocated to employment-related services that benefit County employers as well as adult (age 18 and over) and youth (ages 16-24) job seekers.

*Youth Center Operations*

WIOA Youth services target young adults who have one or more barriers to employment and who are disconnected from traditional institutions of support, such as schools. Currently, youth services are implemented through six Youth Opportunity Centers (Youth Centers) located in the cities of Hemet, Indio, Lake Elsinore, Moreno Valley, Perris, and Jurupa Valley/Rubidoux. Contracted service providers operate the Youth Centers and implement WIOA-funded youth programs.

The six (6) agreements with the two current Youth Center operators, Arbor E&T, LLC and California Family Life Center, are set to expire on June 30, 2021. WDD, through Riverside County Purchasing, is currently conducting a procurement for Youth Center operators under Request for Proposals (RFP) WDARC-021. The proposed procurements through WDARC-021 would be valid for up to four years (July 1, 2021 through June 30, 2025). Corresponding agreements are proposed to have an initial term of two years (July 1, 2021 through June 30, 2023) with the option to extend for one additional two-year period, subject to satisfactory contractor performance and availability of WIOA funds. Staff recommends that the Board approve the proposed funding recommendations itemized in Table A of the Additional Fiscal Information section below and approve the attached Template Agreement for Year-Round Youth Services, approved as to form by County Counsel. Upon completion of the RFP process, awarded bidders would enter into contract(s) using the agreement template.

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

Staff further recommend modifying the agreements currently in place with the existing Youth Center operators, Arbor E&T, LLC and California Family Life Center, to extend the contract end dates from June 30, 2021 to September 30, 2021. The Board of Supervisors approved the WIOA Cost Reimbursement Agreement for Program Year 2020/2021 Year-Round Youth Services and Summer Training and Employment Programs for Students 2020 (Current Agreements) on September 15, 2020 as Agenda Item 3.14. Extending the current contract end date by three months would avoid any lapse in services following the procurement and enable a transition period in the event new Youth Center operators are selected under RFP WDARC-021. A corresponding increase in funds for the three-month extension period is also being proposed, as itemized in Table B in the Additional Fiscal Information section below. As a point of clarity, the Current Agreements memorialize the terms of WIOA funding to operate the Youth Centers along with the terms of implementing a separate grant- the Summer Training and Employment Program (STEPS). The proposed term extension and funding increase pertain only to WIOA-funded activities under the Current Agreements.

*Additional Youth Services*

During fiscal year 2018/2019, WDD conducted a third-party evaluation to analyze its WIOA youth program service delivery model. The evaluation recommended expanding and augmenting the existing WIOA Youth program to better serve residents geographically, by population (e.g., justice-involved youth, youths experiencing homelessness, foster youths, male youths of color, and youths with behavioral health needs), and by activity (e.g., mentoring and networking). As a result, WDD, through Riverside County Purchasing, is currently conducting a procurement for County-wide youth service providers under RFP WDARC-022.

To expedite implementation of programs and services contemplated under RFP WDARC-022, staff recommend that the Board approve the attached Template Agreement for County-Wide Youth Services, approved as to form by County Counsel. Upon completion of the RFP process, awarded bidders would enter into contract(s) using the agreement template.

The proposed Template Agreements and modification to the Current Agreements were reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption. The programs relate 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**

The proposed services will provide employment- and education-related benefits to disconnected youth ages 16 to 24 in Riverside County. Educational and career guidance supports a skilled and prepared workforce along with strong and resilient businesses.

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

**Additional Fiscal Information**

Below are funding recommendations for youth workforce development activities considered under this Form 11. *Table A* itemizes recommended allocations for year-round Youth Service Agreements to operate the six Youth Opportunity Centers for Fiscal Year 2021/2022 for a total not to exceed \$5,100,000. *Table B* itemizes recommended allocations to extend existing Youth Service Agreements with providers that currently operate the six Youth Opportunity Centers. The proposed extension term is from July 1 through September 30, 2021 for a total of \$1,290,000. *Table C* itemizes recommended allocations for countywide youth services in various areas for Fiscal Year 2021/2022 for a total of \$2,500,000. Projects in Tables A, B, and C are supported 100% by Federal Funds under WIOA Title I. No County General funds would be used and no budget adjustment is necessary.

<b>TABLE A: Year-Round Youth Services to be Awarded under RFP WDARC-021</b>		
<b>Youth Opportunity Center Location</b>	<b>Service Provider</b>	<b>Funding Recommendation for Fiscal Year 2021/22</b>
Hemet	*	\$850,000
Indio	*	\$850,000
Jurupa Valley (Rubidoux)	*	\$850,000
Lake Elsinore	*	\$850,000
Moreno Valley	*	\$850,000
Perris	*	\$850,000
<b>Total Not to Exceed</b>		<b>\$5,100,000</b>

*\*Awarded Provider(s) To Be Determined based on Request for Proposal WDARC-021*

<b>TABLE B: Modification of Fiscal Year 2020/21 Year-Round Youth Service Agreements</b>		
<b>Youth Opportunity Center Location</b>	<b>Service Provider</b>	<b>Funding Recommendation for July 1- September 30, 2021</b>
Hemet	California Family Life Center	\$215,000
Indio	Arbor E & T, LLC	\$215,000
Jurupa Valley (Rubidoux)	California Family Life Center	\$215,000
Lake Elsinore	California Family Life Center	\$215,000
Moreno Valley	Arbor E & T, LLC	\$215,000
Perris	Arbor E & T, LLC	\$215,000
<b>TOTAL</b>		<b>\$1,290,000</b>

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

<b>TABLE C: County-Wide Youth Services to be Awarded under RFP WDARC-022</b>		
<b>Locations/Areas Served</b>	<b>Service Provider(s)</b>	<b>Funding Recommendation for Fiscal Year 2021/22</b>
<i>To Be Determined based on Request for Proposal WDARC-022 – Awarded Provider(s) scope of work</i>	<i>To Be Determined based on Request for Proposal WDARC-022 – Awarded Provider(s)</i>	\$2,500,000
<b>Total</b>		<b>\$2,500,000</b>

**Contract History and Price Reasonableness**

The Purchasing Department on behalf of the Workforce Development Department issued Request for Proposal numbers (RFPs #s) WDARC-021 and WDARC-022. Per Workforce rules and regulations, these WIOA services need to be awarded by July 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/licenses/certifications.

**ATTACHMENTS:**

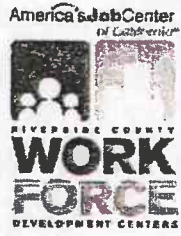
- Attachment 1 – Template WIOA Cost Reimbursement Agreement for Program Year 2021/2022 Year-Round Youth Services
- Attachment 2 – Template WIOA Countywide Youth Services Agreement for Program Year 2021/2022

  
Tina Grande, Director of Purchasing and Fleet Services 5/24/2021

  
Steven Atkeson 7/12/2021

  
Gregory L. Priamos, Director County Counsel 6/28/2021

HHAYC 22-013



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

Date: June 1, 2021

From: Carrie Harmon, Director of Workforce Development (Housing, Homelessness Prevention and Workforce Solutions)

To: Board of Supervisors/Purchasing Agent

Via: Leslie Trainor 5-6615

Subject: Sole or Single Source Procurement; Request a third extension to Program Year 2016/19 Youth Program Services Procurement for three additional months starting July 1, 2021 through September 30, 2021

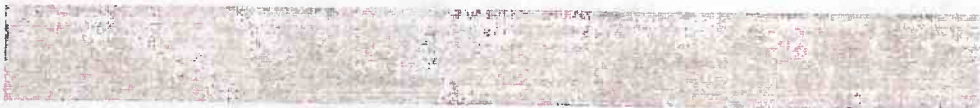
The below information is provided in support of my Department requesting approval for a sole or single source. *(Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.)*

- 1. **Supplier being requested:** California Family Life Center (CFLC) and Arbor E&T LLC, dba Equus Workforce Solutions (EQUUS) (formerly ResCare Workforce Services) to provide Workforce Innovation and Opportunity Act (WIOA) Youth Program Services to in-school youth, age 16-21 and out-of-school youth, age 16-24 through the six Youth Opportunity Centers.
- 2. **Vendor ID:** CFLC 26902 / Equus 113598
- 3.  **Single Source**                       **Sole Source**  
*(Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available)*  
  
*(Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements)*
- 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# 21-004(CFLC) and 21-005 (Arbor E&T)

4a. Was the request approved for a different project?

Yes     No



web: [www.riveworkforce.com](http://www.riveworkforce.com)  
phone: 951-955-3100  
fax: 951-955-3131



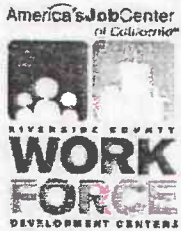
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Riverside County Workforce Development Centers  
1325 Spruce Street, Suite 110, Riverside, CA 92507

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

CFCLC and EQUUS 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 to put them on the path toward self-sufficiency.

**6. Unique features of the supply/service being requested from this supplier.** Both agencies are not only providing the current services at the YOC's, but have also 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:**

CFCLC and EQUUS provide services to at-risk youth age (16-24) through six Youth Opportunity Centers. The Youth Opportunity Centers provide assistance with education, work experience, job placement and career development services in a youth-centric environment. These services ensure that adolescents and young adults have the support needed to realize their education and career goals. A procurement was put out and is currently undergoing the review process to select youth providers for fiscal year 2021/2022. As a result of this as well as delays in the process, and in order to allow transition time in the event new youth provider are selected, a three month extension is being requested for the current youth providers.

**8. Period of Performance:** From: July 1, 2021 to September 30, 2021  
(total number of years)

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. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)**

■ **web:** [www.rivocworkforce.com](http://www.rivocworkforce.com)  
■ **phone:** 951-955-3100  
■ **fax:** 951-955-3131

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

YOC Site #	Description:	FY 2021/22 (July 1, 2021- September 30, 2021)	Total
	Annual NTE Costs per location:		
1	CFLC- Hemet YOC	\$215,000	\$215,000
2	CFLC- Lake Elsinore YOC	\$215,000	\$215,000
3	CFLC- Rubidoux YOC	\$215,000	\$215,000
4	ResCare- Moreno Valley YOC	\$215,000	\$215,000
5	ResCare- Perris Service Area	\$215,000	\$215,000
6	ResCare- Indio YOC	\$215,000	\$215,000
	<b>Total Costs</b>		<b>\$1,290,000</b>

**10. Price Reasonableness:** *(Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)*

EQUUS and CFLC have a 10 year plus contractual relationship with HHPWS/WDD for the operation of the County's Year-Round Youth Programs. The State and HHPWS/WDD have monitored and audited the prior contracts and have deemed the costs reasonable.

**11. Projected Board of Supervisor Date (if applicable):** June 15, 2021  
*(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)*


Leslie Trainor
6/4/2021  
 \_\_\_\_\_  
 Department Head Signature                      Print Name                      Date  
 (or designee)

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

Purchasing Department Comments:

Approve                     
  Approve with Condition/s                     
  Disapprove



 ■ **web:** [www.rivcoworkforce.com](http://www.rivcoworkforce.com)  
 ■ **phone:** 951-955-3100  
 ■ **fax:** 951-955-3131



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

Condition/s:

*Requires BOS Approval Ratification*

Not to exceed:

One-time \$ 1,290,000.<sup>00</sup>

Annual Amount \$ \_\_\_\_\_ / per fiscal year through \_\_\_\_\_ (date)  
(If Annual Amount Varies each FY)

FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_

*[Signature]*  
Suzanna Hinckley  
Purchasing Agent  
Asst. Director

Date

*4/22/11*

Approval Number

(Reference on Purchasing Documents)

*22-015*

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Agreement Number: PY 2021/2023-<Insert City>  
WIOA Youth Subgrant <Insert Number>/PY 2020-2021  
Catalog of Federal Domestic Assistance (CFDA) # <Insert Number

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
COST REIMBURSEMENT AGREEMENT  
FOR PROGRAM YEAR 2021/2023  
YEAR-ROUND YOUTH SERVICES**

**BETWEEN**

**THE COUNTY OF RIVERSIDE**

**AND**

**<SUBRECIPIENT>**



**TABLE OF CONTENTS**

**RECITALS**

A.	Term of Agreement	5
B.	Description of Services	5
C.	Service of Notice	6
D.	Parties to the Agreement and Administration	6
E.	Assignment	7
F.	Independent Contractor/Subrecipient Status	7
G.	Funding	8
	1. Program Year Compensation	8
	2. Cost Allocation Plan	8
	3. Workforce Innovation Opportunity Act (WIOA) Fund Restrictions	8
	4. Availability of Funds	8
	5. Withholding of Funds	9
	6. Invoicing and Documentation	9
	7. Reimbursement for Mileage and Traveling Expenses	10
	8. Program Income and Interest Income	11
	9. Questioned and Disallowed Costs	11
	10. Debt Collection	12
	11. Budget Amendment	12
	12. De-obligation and Re-obligation	12
	13. Final Invoice	14
	14. Agreement Closeout	14
	15. Reporting Requirements	15
	16. General and Fiscal Reporting	15
	17. Auditing	15
H.	Procurement of Goods & Services and Service Contracts	16
I.	Inventory and Disposal of Equipment	17
J.	Maintenance of Records and Participant's Files; Access to Records and Files	19
K.	Program Compliance	21

1	L.	Termination and Other Remedies	23
2		1. Failure to Perform	23
3		2. Termination for Cause with Cure Period	24
4		3. Termination Without Cause	25
5		4. Obligations Upon Termination	25
6		5. Other Remedies Reserved by the County	26
7	M.	Dispute Resolution	28
8	N.	General Provisions	29
9		1. Acceptance of Service of Process	29
10		2. Authority to Sign	29
11		3. Amendment to Agreement	29
12		4. Approvals	30
13		5. Binding Effect	31
14		6. Business Interruption	31
15		7. Compliance with Laws and Regulations; Venue	31
16		8. Construction and Interpretation of Agreement	32
17		9. Venue and Jurisdiction	33
18		10. Fraud and Abuse	33
19		11. Grievance and Complaint System	34
20		12. Hold Harmless and Indemnification	34
21		13. Insurance	35
22		a) Workers Compensation	35
23		b) Commercial General Liability	35
24		c) Vehicle Liability	35
25		d) General Provision—all lines	37
26		14. Integration of Entire Agreement and Waivers	29
27		15. Intellectual Property	39
28		16. Inventions, Patents and Copyrights	40
		17. Labor Standards	41
		18. No Duplication of Services	42
		19. Non-liability of County Officials and Employees	42
		20. No Partnership	42

1	21. No Third Party Beneficiaries	42
2	22. Ownership/Use of Agreement Materials and Patent	43
3	23. Payment of Benefits (where applicable)	43
4	24. Permit and Licenses	43
5	25. Press Releases/Published Announcement	44
6	26. Prohibited Activities	44
7	27. Standards of Conduct	45
8	28. Use of Any Photo or Image	49
9	29. Applicable Websites	49
10	O. Assurances and Certifications	49
11	P. Definitions	58
12	<b>SIGNATURES</b>	<b>67</b>
13		
14	EXHIBIT 1 SCOPE OF WORK	
15	EXHIBIT 2 MONTHLY ENROLLMENT PLAN	
16	EXHIBIT 3 PROGRAM BUDGET	
17	EXHIBIT 4 PERFORMANCE MEASUREMENT INVOICES	
18	EXHIBIT 5 COST ALLOCATION PLAN	
19	EXHIBIT 6 SERVICE CONTRACT	
20		
21		
22		
23		
24		
25		
26		
27		
28		

1 THIS WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) COST  
2 REIMBURSEMENT AGREEMENT FOR PROGRAM YEARS 2021/2023 YEAR-ROUND  
3 YOUTH SERVICES ("Agreement"), entered into on the 1st day of July, 2021, is by and  
4 between <Insert Entity Name>, <Insert Legal Entity> hereinafter referred to as  
5 ("Subrecipient"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of  
6 California, by and through its Housing, Homelessness Prevention and Workforce solutions /  
7 Workforce Development Division ("County"). Subrecipient and the County are sometimes  
8 individually referred to herein as a "Party" and together as the "Parties."

9 **RECITALS:**

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

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

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

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

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

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

4 **WHEREAS**, the County and Subrecipient desire to enter into an agreement relating to the  
5 provision of year-round youth services as more specifically set forth below.

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

8  
9 **A. Term of Agreement**

10 The term of this Agreement shall commence on July 1, 2021, and end on June 30,  
11 2023, unless terminated earlier ("Term") by either Party. The Agreement shall expire  
12 at midnight on the last day of the Agreement Term and cannot be renewed without a  
13 modification to the existing Agreement or execution of a new agreement which shall  
14 be in writing and signed by both Parties.

15 **B. Description of Services**

16  
17 The Subrecipient shall operate a County of Riverside WIOA year-round youth program  
18 in its facility located in <Insert City>, California in accordance with the provisions of the  
19 Workforce Innovation and Opportunity Act. During the Term of this Agreement,  
20 including any extensions thereto, Subrecipient shall perform the following services, (i)  
21 all services set forth in the Scope of Work attached hereto as Exhibit 1 and  
22 incorporated herein by this reference, (ii) all services set forth in the Riverside County  
23 Workforce Innovation and Opportunity Act Year Round Youth Programs Youth  
24 Opportunity Centers ("YOC"). The Request for Proposal ("RFP") dated July 1, 2016  
25 – June 30, 2019 was extended through a Single Source Justification without seeking  
26 competitive bids. The RFP, Single Source Justification, and Subrecipient's response  
27 to the RFP are incorporated herein by this reference.

28 **C. Service of Notice**



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

6 If to the County of Riverside:

7 Riverside County Housing, Homelessness Prevention and Workforce Solutions

8 1325 Spruce St., #400

9 Riverside, California 92507

10 Attention: Carrie Harmon, Director of Workforce Development

11 Phone: (951) 955-3100; Fax: (951) 955-3131

12 If to the Subrecipient:

13 <Insert Subrecipient Name,

14 Attn: Contact/Title

15 Address

16 Phone: Fax: >

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

20  
21 **D. Parties to the Agreement and Administration**

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

1 The Assistant County Executive Officer of the Housing, Homelessness Prevention and  
2 Workforce Solutions (“Assistant CEO/ECD”), or designee, shall administer this  
3 Agreement on behalf of the County.

4 **E. Assignment**

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

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

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

1 **G. Funding**

2 1. Program Year Compensation

3  
4 The County shall pay the Subrecipient the maximum amount not to exceed  
5 <Insert Amount (\$0)>, including expenses, for complete and satisfactory  
6 performance of the terms of this Agreement. In no event shall the total  
7 compensation for the periods specified herein exceed the compensation set  
8 forth above, except by a written amendment to this Agreement. County has  
9 agreed to reimburse Subrecipient for all costs associated with direct support of  
10 this Agreement, based on a cost reimbursement basis as described in the  
11 Program Budget attached hereto as **Exhibit 3** and incorporated herein by this  
12 reference. If Subrecipient has any unexpended funds, these amounts will  
13 revert to the County at time of program close out.

14 2. Cost Allocation Plan

15 Subrecipient shall ensure all funding sources for the youth program which is  
16 the subject of this Agreement are allocated and charged pursuant to the  
17 County-approved Cost Allocation Plan attached hereto as **Exhibit 5** and  
18 incorporated herein by this reference. The Cost Allocation Plan is a method to  
19 ensure funding sources are charged appropriately and costs that benefit more  
20 than one cost objective are equitably distributed across activities.

21 3. Work Innovation and Opportunity Act (WIOA) Fund Restrictions

22 The Subrecipient understands that funds provided by this Agreement shall be  
23 used exclusively for WIOA activities and co-mingling and/or diverting of funds  
24 to support other non-WIOA activities or programs is expressly prohibited.

25 4. Availability of Funds

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

5 **5. Withholding of Funds**

6 (a) Payments under this Agreement may be withheld, suspended or  
7 terminated if WIOA funds from EDD to the County are suspended or  
8 terminated. In the event of such suspension or termination of funding,  
9 any amount which is properly earned or expended by the Subrecipient  
10 as a result of the performance or expenditures under and in accordance  
11 with this Agreement shall be paid to the Subrecipient in accordance  
12 with the provisions of the Agreement. In the event of termination of the  
13 Agreement, no payment shall be made for any expenditure after the  
14 date of termination.

15 (b) The County has the authority to withhold funds under this Agreement  
16 in its sole discretion should there be disallowed costs or the  
17 Subrecipient has not performed in accordance the terms of this  
18 Agreement and has outstanding debts under other Agreements.

19 **6. Invoicing and Documentation**

20 The Subrecipient shall invoice the County on or before the tenth (10th)  
21 calendar day of each month for all Agreement costs incurred during the  
22 previous month. If the tenth (10th) day of the month falls on a Friday or a  
23 weekend, the invoice is due the Thursday prior to the tenth (10th) day of such  
24 month. In the event Subrecipient receives payment under this Agreement  
25 which is later disallowed by the County for nonconformance with the terms of  
26 this Agreement, Subrecipient shall promptly refund the disallowed amount to  
27 the County on request or at its option, the County may offset the amount  
28 disallowed from any payment due to the Subrecipient. Subrecipient shall

1 attach required documentation as stipulated by the County. Payment shall be  
2 made within forty five (45) days from the date of receipt by the County. The  
3 Subrecipient may only seek reimbursement for costs that are directly related  
4 to the performance of services related to this Agreement. Subrecipient shall  
5 maintain back-up documentation for claimed expenditures and shall make  
6 such documentation available to County and/or the EDD Program Compliance  
7 Officer. All invoices shall be submitted to the following address for processing:

8 Riverside County  
9 Housing, Homelessness Prevention and Workforce Solutions  
10 Workforce Development Division/Administration  
11 1325 Spruce Street, Suite 400, Riverside, CA 92507

12 7. Reimbursement for Mileage and Traveling Expenses

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

28 8. Program Income and Interest Income

1 The Subrecipient shall use the method(s) described at 2 CFR Part 200,  
2 Subpart D, §200.307 Program income, to track all program or interest income  
3 generated under this Agreement. If authorized by Federal regulations or the  
4 Federal award, costs incidental to the generation of program income may be  
5 deducted from gross income to determine program income, provided these  
6 costs have not been charged to the Federal award. Program income must be  
7 used for current costs. Subrecipient shall maintain records sufficient to  
8 determine the amount of program income received and the purpose for which  
9 such income is expended.

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

14 9. Questioned and Disallowed Costs

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

24 10. Debt Collection

25 Where liability for debt collection is determined by the County to have  
26 originated at the Subrecipient's level, the Subrecipient shall be responsible for  
27

1 the debt. When a debt is established as a result of an audit, a monitoring  
2 finding, an investigation or any other means, appropriate action will be taken  
3 by the County to collect the debt from the Subrecipient, pursuant to the EDA  
4 Debt Collection Policies & Procedures Number 10-02. Subrecipient shall not  
5 repay the debt using federal or WIOA funds.

6 **11. Budget Amendment**

7 Expenditures in excess of twenty percent (20%) of each total budget section  
8 will require a written amendment to this Agreement and the Program Budget  
9 (**Exhibit 3**) shall be subject to the County's prior written approval. To request  
10 an amendment, Subrecipient shall submit to the County a written request  
11 explaining the requested modifications along with a revised budget which  
12 indicates the amount of the adjustment and to what budget line item(s) the  
13 amount should be taken from and allocated to. In its sole discretion, the County  
14 may approve or deny the modification request based on how the budget  
15 modification will impact the program section changes. Subrecipient shall have  
16 the right to request no more than three (3) budget amendments per program  
17 year, provided the third and final request is submitted to the County no later  
18 than May 30. Amendments must be reviewed and stamp approved by the  
19 County's Deputy County Counsel and fully executed by both Parties authorized  
20 signatories. Any amendments submitted after the aforementioned date shall  
21 not be accepted or processed by the County.

22 **12. De-obligation/Re-obligation**

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

26 Depending upon the results of any program compliance review or audit finding,  
27 all or part of the funds originally obligated to the Subrecipient through this  
28

1 Agreement may be subject to de-obligation in the sole discretion of the County  
2 for the following circumstances:

- 3 (a) where it is clear that the Subrecipient may not expend all of the original  
4 allocation; or
- 5 (b) Subrecipient is significantly out of compliance with enrollment or  
6 expenditure plans; or
- 7
- 8 (c) Subrecipient fails to be meet the Continuous Quality Assurance (CQA)  
9 certification established by the County (CQA is a process to ensure  
10 programs are systematically and intentionally improving services and  
11 increasing positive outcomes for the youth they serve. CQA is a  
12 cyclical, data-driven process; it is proactive, not reactive) ; or
- 13 (d) When a review indicates that payment earned within the term of this  
14 Agreement can exceed (or exceeded) the amount originally allocated,  
15 a re-obligation of funds may be determined.

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

- 18 (a) At any time that the County determines that de-obligation or re-  
19 obligation is necessary, a written notice to the Subrecipient shall be  
20 issued outlining the reasons and timeline for the de-obligation or re-  
21 obligation. The notice shall provide a response period for the  
22 Subrecipient during which the Subrecipient shall respond; and
- 23 (b) At a time determined by the County, but after the Subrecipient has  
24 provided a response, a final notice of intent to de-obligate or re-  
25 obligate shall be provided to the Subrecipient. In the sole discretion  
26 of the County, such notice shall be formalized by either modification  
27



1 or termination of this Agreement in accordance with the provisions  
2 outlined herein.

3 13. Final Invoice

4 Within forty five (45) calendar days following the termination of this Agreement,  
5 the Subrecipient shall report and submit to the County all final claims for funds  
6 under this Agreement. An addendum invoice will be permitted for up to an  
7 additional sixty (60) days in order to capture full performance outcomes. In the  
8 event the Subrecipient does not submit a final claim within the prescribed time  
9 limits, the County reserves the right to unilaterally prepare and finalize the  
10 financial report using the latest paid invoices and Management Information  
11 Systems ("MIS") documents on file at the County. The Subrecipient shall return  
12 all unearned and excess payments paid to the Subrecipient to the County  
13 within thirty (30) calendar days following the receipt of the formal written  
14 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

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

6 **16. General and Fiscal Reporting**

7  
8 The Subrecipient will comply with controls, record keeping and accounting  
9 procedure requirements of WIOA, federal and state regulations and directives  
10 to ensure the proper disbursement of, and accounting for, program funds paid under  
11 this Agreement. At such times and in such form as the County may require,  
12 there shall be statements, records, reports, data and information pertaining to  
13 this Agreement submitted to County. Reports submitted by Subrecipient shall  
14 be in accordance with any regulatory reporting requirements. The Subrecipient  
15 shall notify the County in writing of any changes relating to fiscal-related  
16 matters.

16 **17. Auditing**

17  
18 The Subrecipient that expends \$750,000 or more during a fiscal year in federal  
19 awards must have a single or program-specific audit conducted for that year in  
20 accordance with the Uniform Administrative Requirements, Cost Principles,  
21 and Audit Requirements for Federal Awards ("Uniform Guidance"), set forth in  
22 2 CFR Part 200. The Subrecipient shall submit a copy of the Audit to the  
23 County no later than five (5) days after such Audit is available for review. In  
24 the event there are audit findings that may appear related to the current  
25 Agreement, the County will exercise its authority to request a corrective action  
26 plan to prevent issues and/or correct any deficiencies in the County's  
27 discretion.

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

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1. Should the Subrecipient require the services of a Contractor (defined below) to carry out the responsibilities outlined in this Agreement, the Subrecipient shall comply with all procurement requirements of WIOA and the County. The intent of the federal government is to provide consistent procurement policies that ensure free and open competition and will secure the best possible price. The term Contractor as used herein shall mean an entity providing goods or services to a Subrecipient where Subrecipient has procured, selected and hired such Contractor pursuant to WIOA and County procurement procedures. County procurement procedures can be found at the following website: [www.rivcoworkforce.com/ProgramResources/Policies.aspx](http://www.rivcoworkforce.com/ProgramResources/Policies.aspx).
2. Except as otherwise provided by County in writing, the Subrecipient under this Agreement shall document all Contractor services with a Service Contract ("SC") substantially conforming in form and substance to **Exhibit 5** attached 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 receives written approval from the State and the County informs the Subrecipient in writing of the State's decision. In the event the Subrecipient



- The Subrecipient may keep and use the equipment in the program or project for which acquired as long as needed, whether or not the project or program continues to be supported by federal funds.
- If the equipment is no longer needed by the original program/project, the County shall use the equipment in connection with other federally sponsored activities. Priority should be given to programs funded by the Department of Labor-Employment Training Administration.
- If the equipment is no longer needed by the program/project or used in connection with other federally sponsored activities, the Subrecipient will return equipment back to the County.
- If the Subrecipient finds that the equipment is old, broke, or out of date, the Subrecipient must request, in writing, disposition instructions from the County.

(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

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

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

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

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

22 3. Confidentiality Requirement

23 The Subrecipient and the County will exchange various kinds of information  
24 pursuant to this Agreement. The information will include data, applications,  
25 program files and databases. These data and information are confidential  
26 when they define or identify an individual or an employing unit. Confidential  
27 information requires special precautions to protect it from unauthorized use,  
28 access, disclosure, modification and destruction. All information that is

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

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

28 The Subrecipient shall protect from unauthorized disclosure names and other  
personally identifying information concerning persons receiving services  
pursuant to this Agreement, except for general statistical information not  
identifying any person. The Subrecipient shall not use such information for any

1 purpose other than carrying out the Subrecipient's obligations under this  
2 Agreement. The Subrecipient shall promptly transmit to the County all third  
3 party requests for disclosure of such information. The Subrecipient shall not  
4 disclose, except as otherwise specifically permitted by this Agreement or  
5 authorized in advance in writing by the County, any such information to anyone  
6 other than the County. For purposes of this paragraph, identity shall include,  
7 but not be limited to, name, identifying number, social security number, symbol,  
8 or other identifying particular assigned to the individual, such as finger or voice  
9 print or a photograph.

10 **K. Program Compliance**

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

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

- 27 (a) Require Subrecipient immediately to take all necessary steps to ensure future  
28 performance in conformity with the terms of the Agreement; and/or



- 1 (b) Reduce the Agreement price to reflect the reduced value of the services  
2 performed or products provided; and/or
- 3 (c) The County will terminate this Agreement for default and charge to the  
4 Subrecipient any costs incurred by the County because of Subrecipient's  
5 failure to perform. In the event the Subrecipient does not comply with the  
6 program compliance review and is non-responsive then action will be taken to  
7 terminate the Agreement pursuant to Section L below.

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

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

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

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

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

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

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

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

25 **L. Termination and Other Remedies**

26 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.

11 **2. Termination for Cause with Cure Period**

12  
13 In the event of a breach of this Agreement by either Party, the other Party may  
14 terminate this Agreement by giving the breaching Party at least thirty (30) days  
15 prior written notice setting forth the actions necessary to cure the breach.  
16 Termination for a material breach shall be effective on the date specified in the  
17 notice, except that if the breaching Party cures the breach to the reasonable  
18 satisfaction of the other Party during the 30-day notice period, this Agreement  
19 shall not terminate. The notice period may be extended in writing at the  
20 discretion of the non-breaching Party.

21 The County may unilaterally suspend and/or terminate this Agreement upon  
22 written notice at such time and to such extent as funds are suspended or not  
23 made available to the County by the Department of Labor or the State. In the  
24 event of such suspension or termination, the Subrecipient will be paid, up to  
25 the date of suspension or termination, for any amount which is properly  
26 earned/expended by the Subrecipient as a result of the performance or  
27 expenditures under, and in accordance, with this Agreement.  
28

1 Notwithstanding the procedures governing the termination of this Agreement  
2 for cause with cure period outlined above, failure on the part of the Subrecipient  
3 to comply with the provisions of the Agreement or with the Act or regulations  
4 when such failure involves fraud or misappropriation of funds may result in the  
5 immediate termination and withholding of funds by the County. This Section  
6 does not apply to termination due to Subrecipient's failure to obtain Quality  
7 Assurance Certification.

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3. Termination Without Cause

The Parties hereby agree that at any time during the term of this Agreement, either Party may terminate this Agreement upon giving the other Party at least thirty (30) calendar days written notice prior to the effective date of such termination.

4. Obligations Upon Termination

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

(b) Upon completion of documentation on termination of this Agreement, the County shall determine the total amount of funds earned by the Subrecipient in the satisfactory performance of this Agreement.

(c) In the event the Subrecipient ceases to do business, copies of all records relating to the project(s) or activities that are the subject of this Agreement shall be furnished to the County at the Subrecipient's expense.

(d) At the expiration of the term of this Agreement or upon termination prior to the expiration of the Agreement, any funds paid to Subrecipient but not used for the purposes of this Agreement shall revert to the County.

1 Within thirty (30) days following expiration or termination, Subrecipient  
2 is obligated to provide an accounting for the period of time that  
3 Subrecipient was providing services up to and including the expiration  
4 date. County shall calculate funds due and submit a request to  
5 Subrecipient for repayment. The Repayment period will be thirty (30)  
6 days from County's written request.

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8 **5. Other Remedies Reserved by the County**

9 **(a) Notice to Correct Performance and Notice of Probation**

10 (1) The County may place the Subrecipient on probation with notice  
11 to correct for failure to fully comply with the terms and conditions  
12 of this Agreement by giving written notice, which shall be  
13 effective upon receipt.

14 (2) Said notice shall set forth the period of probation, the reason  
15 for the notice and the specific conditions of noncompliance.

16 (3) Within ten (10) working days, the Subrecipient shall reply in  
17 writing, setting forth a corrective action plan that describes  
18 actions that will be undertaken in resolving the reasons for  
19 probation. Such plans are subject to County approval.  
20 Progress reports will be submitted to the County every thirty (30)  
21 calendar days thereafter until the reasons for probation are  
22 resolved.

23 **(b) Suspension**

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

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

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

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

12 (c) Rights and Remedies are Cumulative

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

19 (d) Request for Waivers and Waiver of Breach

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

3 **M. Dispute Resolution**

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

7 2. Mediation

8  
9 Subrecipient and County agree that in the event of any controversy or dispute  
10 between County and Subrecipient arising out of this Agreement, regardless of  
11 the nature of the claim or dispute, whether in tort, contract, or otherwise, which  
12 are not adequately addressed by the County's informal and formal dispute  
13 resolution process, if applicable, shall be submitted to mediation. The Parties  
14 shall jointly select a mediator acceptable to the Subrecipient and County. The  
15 mediation shall take place in Riverside County.

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

19 3. Dispute Resolution Costs

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

26 **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

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

3. Amendment to Agreement

This Agreement is subject to amendment, as necessary, in accordance with requirements contained in any future federal or state legislation, regulations, or policy. Either Party may request an amendment or modification to this Agreement. Subrecipient shall make all requests to amend or modify this Agreement no later than May 30, 2020. The Subrecipient assumes control and responsibility for all fiscal, financial and programmatic matters. Amendments shall be in writing and must be reviewed and stamp approved by the County's Deputy County Counsel and properly executed by both Parties' authorized signatories. The County shall have the right to reject Agreement modifications



1 if such request represents expenses or obligations incurred prior to the  
2 Subrecipient receiving written approval and/or County approved funding.

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

10 4. Approvals

11  
12 Except as otherwise expressly provided in this Agreement, approvals required  
13 of County or Subrecipient in this Agreement, including the attachments hereto,  
14 shall not be unreasonably withheld or delayed. All approvals shall be in writing.  
15 Failure by either Party to approve a matter within the time provided for approval  
16 of the matter shall not be deemed a disapproval and failure by either Party to  
17 disapprove a matter within the time provided for approval of the matter shall  
not be deemed an approval.

18  
19 Except as otherwise expressly provided in this Agreement, approvals required  
20 of the County shall be deemed granted by the written approval of the Assistant  
21 CEO/ECD or their designee. County agrees to provide notice to Subrecipient  
22 of the name of the Assistant CEO/ECD's designee on a timely basis and to  
23 provide updates from time to time. Notwithstanding the foregoing, the  
24 Assistant CEO/ECD may, in his or her sole discretion, refer to the governing  
25 body of the County any item requiring County approval; otherwise, "County  
Approval" means and refers to approval by the Assistant CEO/ECD or their  
26 designee.

27 5. Binding Effect

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

5 **6. Business Interruption**

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

16 **7. Compliance with Laws and Regulations**

17 The Subrecipient represents, warrants, and certifies that, in the performance  
18 of this Agreement, it shall comply with all applicable laws, rules, regulations  
19 and orders of the United States, State of California, and County of Riverside,  
20 and any other governmental agency with jurisdiction over the program and this  
21 Agreement, including the laws and regulations pertaining to labor, wages,  
22 hours. The Subrecipient further represents, warrants and certifies that it shall  
23 comply with any new, amended, or revised laws, regulations and/or procedures  
24 that apply to the performance of this Agreement. The judgment of any court of  
25 competent jurisdiction or the admission of Subrecipient in any action or  
26 proceeding against them, or any of them - whether County be a party thereto  
27 or not - that Subrecipient has violated any such ordinance or statute in the  
28 performance of this Agreement shall be conclusive of that fact as between  
County and Subrecipient.

1  
2 8. Construction and Interpretation of Agreement

3 The language in all parts of this Agreement shall in all cases be construed  
4 simply, as a whole and in accordance with its fair meaning and not strictly for  
5 or against any Party. The Parties hereto acknowledge and agree that this  
6 Agreement has been prepared jointly by the Parties and has been the subject  
7 of arm's length and careful negotiation over a considerable period of time, that  
8 each Party has been given the opportunity to independently review this  
9 Agreement with legal counsel, and that each Party has the requisite experience  
10 and sophistication to understand, interpret, and agree to the particular  
11 language of the provisions hereof. Accordingly, in the event of an ambiguity or  
12 dispute regarding the interpretation of this Agreement, this Agreement shall not  
13 be interpreted or construed against the Party preparing it and instead other  
14 rules of interpretation and construction shall be utilized.

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

25 The captions of the articles, sections and subsections herein are inserted  
26 solely for convenience and under no circumstances are they or any of them to  
27 be treated or construed as part of this Agreement.  
28



1 circumstances of such incident shall be submitted to the County within one (1)  
2 business day. Refer to Riverside County Housing, Homelessness Prevention  
3 and Workforce Solutions Policy 10-10 Fraud and Abuse of WIOA Funds.

4 11. Grievance and Complaint System

5 The Subrecipient shall establish and maintain a grievance and complaint  
6 procedure in compliance with WIOA, the Uniform Guidance 2 CFR Part 200,  
7 DOL Exceptions 2 CFR 2900, federal regulations and state statutes,  
8 regulations and policies.

9 12. Hold Harmless/Indemnification

10  
11 Subrecipient shall indemnify and hold harmless the County of Riverside, its  
12 Agencies, Districts, Special Districts, Boards and Departments, their respective  
13 directors, officers, Board of Supervisors, elected and appointed officials,  
14 employees, agents and representatives (individually and collectively referred  
15 to as "Indemnitees") from any liability, action, claim or damage whatsoever,  
16 based or asserted upon any services of Subrecipient, its officers, employees,  
17 subcontractors, Contractors, agents or representatives arising out of or in any  
18 way relating to this Agreement, including but not limited to property damage,  
19 bodily injury, or death or any other element of any kind or nature. Subrecipient  
20 shall defend the Indemnitees at its sole expense, all costs and fees (including,  
21 but not limited, to attorney fees, cost of investigation, defense and settlements  
22 or awards) in any claim or action based upon such acts, omissions or services.

23 With respect to any action or claim subject to indemnification herein by  
24 Subrecipient, Subrecipient shall, at their sole cost, have the right to use counsel  
25 of their own choice and shall have the right to adjust, settle, or compromise any  
26 such action or claim without the prior consent of County; provided, however,  
27 that any such adjustment, settlement or compromise in no manner whatsoever  
28 limits or circumscribes Subrecipient indemnification to Indemnitees as set forth  
herein.

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

4  
5 The specified insurance limits required in this Agreement shall in no way limit  
6 or circumscribe Subrecipient's obligations to indemnify and hold harmless the  
7 Indemnitees herein from third party claims.

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

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

14  
15 **13. Insurance**

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

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

25 Subrecipient shall maintain statutory Workers' Compensation  
26 Insurance (Coverage A) as prescribed by the laws of the State of  
27 California. Policy shall include Employers' Liability (Coverage B)

1 including Occupational Disease with limits not less than \$1,000,000 per  
2 person, per accident. The policy shall be endorsed to waive the  
3 subrogation in favor of the County of Riverside.

4 (b) Commercial General Liability

5  
6 Commercial General Liability insurance coverage, including but not  
7 limited to, premises liability, unmodified contractual liability, products  
8 and completed operations liability, personal and advertising injury, and  
9 cross liability coverage, covering claims which may arise from or out of  
10 Subrecipient's performance of its obligations hereunder. Policy shall  
11 name the County as Additional Insured. Policy's limit of liability shall  
12 not be less than \$1,000,000 per occurrence combined single limit. If  
13 such insurance contains an aggregate limit, it shall apply separately to  
14 this Agreement or be no less than two (2) times the occurrence limit.

15 (c) Vehicle Liability

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

25 (d) General Provisions – All lines

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

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

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

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



1 properly executed original Certificate of Insurance and original copies  
2 of endorsement of certified original policies, including all endorsements  
3 and attachments thereto evidencing coverage's set forth herein and the  
4 insurance required herein is in full force and effect. Subrecipient shall  
5 not commence operations until the County has been furnished original  
6 Certificate(s) of Insurance and certified original copies of endorsements  
7 and if requested, certified original policies of insurance including all  
8 endorsements and any and all other attachments as required in this  
9 Section. An individual authorized by the insurance carrier shall sign the  
10 original endorsements for each policy and the Certificate of Insurance.

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

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

25 Subrecipient shall pass down the insurance obligations contained  
26 herein to all tiers of subcontractors and Contractors working under this  
27 Agreement.  
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1 The insurance requirements contained in this Agreement may be met  
2 with a program(s) of self-insurance acceptable to the County.

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

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

7  
8 This Agreement, including all of the Exhibits attached hereto, constitutes the  
9 entire understanding and Agreement of the Parties. This Agreement  
10 integrates all of the terms and conditions mentioned herein or incidental  
11 hereto, and supersedes all negotiations or previous agreements between the  
12 Parties with respect to all or any part of the subject matter hereof. No verbal  
13 commitment or conversation with any officer, agent or employee of either  
14 Party shall affect or modify any of the terms and conditions of this Agreement.

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

18 **15. Intellectual Property**

19  
20 In any Agreement funded in whole or in part by the federal government, the  
21 County may acquire and maintain the intellectual property rights, title and  
22 ownership, which results directly or indirectly from the Agreement, except as  
23 provided in 37 CFR Part 401.14. However, pursuant to the Uniform guidance  
24 2 CFR part 200 and DOL exceptions 2 CFR Part 2900, the federal government  
25 shall have a royalty-free, nonexclusive, irrevocable, paid-up license  
26 throughout the world to use, duplicate or dispose of such intellectual property  
27 throughout the world in any manner for governmental purposes and to have  
28 and permit others to do so.

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16. Inventions, Patents and Copyrights

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

Unless otherwise provided, when copyrighted material is developed in the course of or under this Agreement, the County may permit which developed the work are free to copyright material or to permit others to do so. The County and the Workforce Development Board shall have a royalty-free, non-exclusive and irrevocable license to reproduce, publish, and use and to authorize others to use all copyrighted material.

If any material developed in the course of or under a DOL Grant or Agreement is copyrighted, DOL shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish and otherwise use and to authorize other entities to use the work for government purposes.

17. Labor Standards

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

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

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

6  
7 19. Non-liability of County Officials and Employees

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

12 20. No Partnership

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

17  
18 21. No Third Party Beneficiaries

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

22 22. Ownership/Use of Agreement Materials and Products

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

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

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

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

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

18 **24. Permits and Licenses**

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

1 United States, the State of California, the County of Riverside and all other  
2 governmental agencies with jurisdiction; Subrecipient shall maintain these  
3 throughout the term of this Agreement and agrees that all service(s) will be  
4 performed by properly trained and licensed staff.

5 25. Press Releases/Published Announcements

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

12 26. Prohibited Activities

- 13
- 14 (a) The Subrecipient will assure that no funds under this Agreement shall  
15 be used to assist, promote or deter union organizing activities.
- 16 (b) No funds provided under this Agreement shall be used, or proposed for  
17 use, to encourage or induce the relocation of a business or part of a  
18 business if such relocation would result in a loss of employment for any  
19 employee of such business at the original location and such original  
20 location is within the United States.
- 21 (c) The Subrecipient is prohibited from using funds under this Agreement  
22 for the purpose of instituting legal proceedings or legal disputes against  
23 the County, the Grantor, the Department of Labor or its official  
24 representatives.
- 25 (d) No person or organization may charge an individual a fee for the  
26 placement or referral of the individual in or to a workforce system  
27 training program.
- 28 (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

1 businesses, investment in contract bidding resource centers, and  
2 similar activities that are not directly related to training for eligible  
3 individuals under WIOA. Nor shall any funds from this Agreement be  
4 used for foreign travel.

5 (f) No funds under WIOA may be used for Public Service Employment  
6 (PSE), except to provide disaster relief employment.

7 (g) This Agreement will not result in the displacement of currently  
8 employed workers (including partial displacement, such as reduction in  
9 the hours of non-overtime work, wages or employment benefits). The  
10 Subrecipient will assure that no jobs shall be created in a promotional  
11 line that will infringe in any way upon the promotional opportunities  
12 currently employed individuals.

13 (h) No funds provided under this Agreement shall be used or proposed for  
14 use to encourage or induce relocation if it would result in a loss of  
15 employment for any employee of such business at the original location  
16 and such original location is within the United States.

17 (i) No funds, materials, property, services and Participant shall be used  
18 for, or employed on, the construction, operation or maintenance of any  
19 facility as is used for sectarian instruction or as a place for religious  
20 worship.

21 **27. Standards of Conduct**

22 (a) Every reasonable course of action shall be taken by the Subrecipient in  
23 order to maintain the integrity of the expenditure of public funds and to  
24 avoid favoritism and questionable or improper conduct. This  
25 Agreement shall be administered by the Subrecipient in an impartial  
26 manner, free from efforts to gain personal, financial or political gain.  
27 The Subrecipient agrees to conform to the nondiscrimination  
28 requirements set forth in WIOA.



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

21 (c) Subrecipient shall avoid any and all conflict of interest instances.  
22 Conflict of interest is a situation in which a person has a duty to more  
23 than one person or organization, but cannot do justice to the actual or  
24 potentially adverse interests of both Parties. This includes when an  
25 individual's personal interests or concerns are inconsistent with the best  
26 for a customer, or when a public official's personal interests are contrary  
27 to his/her loyalty to public business. An attorney, an accountant, a  
28 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

1 potential conflicts, must avoid commingling funds with the client and  
2 never take a position adverse to the customer.

3 (d) The Subrecipient shall insure that any of its employees who were  
4 formerly employed by the County of Riverside Housing, Homelessness  
5 Prevention and Workforce Solutions /Workforce Development Division  
6 (“EDA/WDD”) in a position that could have enabled such individuals to  
7 impact policy regarding or implementation of programs covered by this  
8 Agreement, will not be assigned to any part or phase of the activities  
9 conducted pursuant to this Agreement for a period of not less than two  
10 years following the termination of such employment.

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

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

24 (g) The Subrecipient may not hire a person in an administrative capacity,  
25 staff position or work experience training position with funds provided  
26 by this Agreement if a member of that person's immediate family is  
27 engaged in an administrative capacity for the Subrecipient.  
28

- 1 (h) The Subrecipient assures that none of its directors, officers, employees  
2 or agents shall participate in selecting or administering any subcontract  
3 supported (in whole or in part) by federal funds where such person is a  
4 director, officer, employee or agent of the subcontractor, or where such  
5 person knows or should have known that:
- 6 i. A member of such person's immediate family or partner or  
7 organization has a financial interest in the subcontract;
  - 8 ii. The subcontractor is someone with whom such person has  
9 negotiated or is negotiating any prospective employment; or
  - 10 iii. Such person would have a "Financial or Other Interest" in the  
11 subcontract.
- 12 (i) The Subrecipient assures that no member of its Board, officer or  
13 employee or the Subrecipient shall have any interest, direct or indirect,  
14 in any contract or subcontract or the proceeds for work to be performed  
15 in connection with this program during his/her tenure as such  
16 employee, officer or member of the Board.
- 17 (j) Prior to obtaining the County approval of any subcontract, the  
18 Subrecipient shall disclose to the County any relationship, financial or  
19 otherwise, direct or indirect, of the Subrecipient or any of its officers,  
20 directors or employees or their immediate families with the proposed  
21 subcontractor and its officers, directors or employees.
- 22 (k) The Subrecipient warrants that it has not paid, and will not pay, to any  
23 third person any money or other consideration for obtaining this  
24 Agreement.

25 28. Use of Any Photo or Image

26 Subrecipient shall secure signed consent for the use of any photo or image of  
27 any Participant used in advertisements, brochures, pamphlets, videos, or any  
28 media form where the individual or his/her likeness can be identified. **NOTE:**  
The consent for minor youth must be signed by the youth's parent or guardian

and must stipulate the terms and conditions of how the photo/image will be used. Copies of completed forms must be on-site in the Participant files.

29. Applicable Websites

Agency	Web Site
Riverside County Housing, Homelessness Prevention and Workforce Solutions/Workforce Development Division/Policies	<a href="http://www.nvcoworkforce.com/ProgramResources/Policies.aspx">http://www.nvcoworkforce.com/ProgramResources/Policies.aspx</a>
Riverside County Board of Supervisors	<a href="https://countyofriverside.us/aboutthecounty/boardofsupervisors.aspx">https://countyofriverside.us/aboutthecounty/boardofsupervisors.aspx</a>
Department of Labor Employment Administration	<a href="http://www.dolefa.gov">http://www.dolefa.gov</a>
Employment Development Department	<a href="http://www.edd.ca.gov/">http://www.edd.ca.gov/</a>
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards	<a href="https://www.federalregister.gov/articles/2013/12/26/2013-30465/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</a>

O. **Assurances and Certifications**

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

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

- 1 3. Anti-Kickback Act (1986) prohibits any payment or gratuity made for the  
2 purpose of inducing award of a subcontract or prime contract with the federal  
3 government.
- 4 4. Child Support Compliance Act enforces the importance of the child and family  
5 support obligations and shall fully comply with applicable state and federal laws  
6 relating to child and family support enforcement, including, but not limited to,  
7 disclosure of information and compliance with earning assignment orders, as  
8 provided in Chapter 8, section 5200 of Part 5 of Division 9 of the Family Code,  
9 and that to the best of its knowledge is fully complying with earnings  
10 assignment order of all employees and is providing names of all new  
11 employees to the New Employee Registry maintained by EDD.
- 12 5. Corporate Registration The Subrecipient, if it is a corporation, certifies it is  
13 registered with the Secretary of the State of the State of California.
- 14 6. Debarment and Suspension certification The Subrecipient hereby assures and  
15 certifies that the it will comply with the regulations implementing Executive  
16 Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200,  
17 Appendix I that the prospective participant, to the best of its knowledge and  
18 belief, that it and its principals: are not presently debarred, suspended,  
19 proposed for debarment, declared ineligible, or voluntarily excluded from  
20 covered transactions by any federal department or agency; have not within a  
21 three-year period preceding this Agreement been convicted of or had a civil  
22 judgment rendered against them for commission of fraud or a criminal offense  
23 in connection with obtaining, attempting to obtain, or performing a public  
24 (federal, state or local) transaction or contract under a public transaction;  
25 violation of federal or state antitrust statutes or commission of embezzlement,  
26 theft , forgery, bribery, falsification, or restrictions of records, making false  
27 statements, or receiving stolen property; are not presently indicted for or  
28 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

1 such prospective entity shall immediately notify the County before signing the  
2 Agreement.

3 7. Drug Free Workplace Subrecipient shall comply with the requirements of the  
4 Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by  
5 taking the following actions: publish a statement notifying employees that  
6 unlawful manufacture, distribution, dispensation, possession, or use of a  
7 controlled substance is prohibited and specifying actions to be taken against  
8 employees for violations; establish a Drug-Free Awareness Program to inform  
9 employees about the following:

- 10 a. The dangers of drug abuse in the workplace;
- 11 b. The person's or organization's policy of maintaining a drug-free  
12 workplace;
- 13 c. Any available counseling, rehabilitation and employee assistance  
14 programs; and,
- 15 d. Penalties that may be imposed upon employees for drug abuse  
16 violations.
- 17 e. Every employee who provides services under this Agreement will:  
18 receive a copy of the Subrecipient's drug-free policy statement and  
19 agree to abide by the terms of the Subrecipient's statement as a  
20 condition of employment.

21 8. Environmental Protection Regulations

- 22 a. Clean Air Act (42 U.S.C. 7401-7671q.); Federal Water Pollution Control  
23 Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of  
24 amounts in excess of \$150,000 must contain a provision that requires the  
25 non-Federal award to agree to comply with all applicable standards,  
26 orders or regulations issued pursuant to the Clean Air Act and the Federal  
27 Water Pollution Control Act as amended. Violations must be reported to  
28 the Federal awarding agency and the Regional Office of the  
Environmental Protection Agency (EPA). The Subrecipient ensures that  
it complies with all applicable standards, order, or requirements under  
the Clean Air Act, the Federal Water Pollution Control Act, Executive  
Order 11738, and EPA regulations. The authorized representative, in

1 signing this Agreement, certifies that he/she has read and that his/her  
2 agency is in compliance with all terms.

3 b. Energy Policy and Conservation Act – Subrecipient shall comply with  
4 mandatory standards and policies relating to energy efficiency which  
5 are contained the state energy conservation plan issued in compliance  
6 with the Energy Policy and Conservation Act.

7 c. Air or Water pollution Violation – Subrecipient shall not be in violation  
8 of any order or resolution not subject to review promulgated by the  
9 State Air Resources Board or an air pollution district; subject to cease  
10 and desist order not subject to review issued pursuant prohibitions; or  
11 finally determined to be in violation of provisions of federal law relating  
12 to air and water pollution.

13 9. Fair Labor Standards Act (1938) provides minimum wage and overtime  
14 requirements. Under FLSA, all non-exempt employees are entitled to cash  
15 overtime for all hours worked over 40 in a workweek. The Act, as amended by  
16 the Minimum Wage Increase Act of 1996, is enforced by the Wage and Hour  
17 Division of the Department of Labor and private lawsuits.

18 10. Family Educational Rights and Privacy Act of 1974 and related state law and  
19 regulations require the proper disclosure of individually identifiable records. All  
20 state and County information is confidential when it identifies an individual or  
21 an employing unit. Confidential information requires special precautions such  
22 as, but not limited to, locked files, computer passwords, and assigned staff  
23 access, to protect it from loss, unauthorized use, access, disclosure,  
24 modification and destruction.

25 11. Family and Medical Leave Act (1993) requires that employers, with 50 or  
26 more employees, provide up to 12 weeks of unpaid leave, with any 12-month  
27 period, to employees for the care of a newborn or adopted child, for the care  
28 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

1 Act provides civil and criminal penalties for knowingly employing unauthorized  
2 aliens and prohibits discrimination based on national origin or citizenship if the  
3 alien is authorized to work. The Act is enforced by the Department of Justice  
and the Department of Homeland Security.

4 13. Jobs for Veterans Act (Public Law 107-288): By signing this Agreement, the  
5 Subrecipient hereby assures and certifies that it will comply with the provisions  
6 of this Act and establish a priority for service for veterans (and some spouses)  
7 who otherwise meet the eligibility requirements for participation in the program.

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

14 15. False Claims Act ("FCA") provides, in pertinent part, that: (a) Any person who  
15 (1) knowingly presents, or causes to be presented, to an officer or employee  
16 of the United States Government or a member of the Armed Forces of the  
17 United States a false or fraudulent claim for payment or approval; (2) knowingly  
18 makes, uses, or causes to be made or used, a false record or statement to get  
19 a false or fraudulent claim paid or approved by the Government; (3) conspires  
20 to defraud the Government by getting a false or fraudulent claim paid or  
21 approved by the Government; or (4) knowingly makes, uses, or causes to be  
22 made or used, a false record or statement to conceal, avoid, or decrease an  
23 obligation to pay or transmit money or property to the Government; is liable to  
24 the United States Government for a civil penalty of not less than \$5,000 and  
25 not more than \$10,000, plus 3 times the amount of damages which the  
26 Government sustains because of the act of that person. (b) For purposes of  
27 this section, the terms "knowing" and "knowingly" mean that a person, with  
28 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



1 liability only when the claimant acts “knowingly,” it does not require that the  
2 person submitting the claim have actual knowledge that the claim is false. A  
3 person, who acts in reckless disregard or in deliberate ignorance of the truth  
4 or falsity of the information, also can be found liable under the Act. In sum, the  
5 False Claims Act imposes liability on any person who submits a claim to the  
6 federal government that he or she knows (or should know) is false. The False  
7 Claims Act also imposes liability on an individual who may knowingly submit a  
8 false record in order to obtain payment from the government. The third area of  
9 liability includes those instances in which someone may obtain money from the  
10 federal government to which he may not be entitled, and then uses false  
11 statements or records in order to retain the money. In addition to its substantive  
12 provisions, the FCA provides that private parties may bring an action on behalf  
13 of the United States. 31 U.S.C. 3730 (b). These private parties, known as “*qui*  
14 *tam* relators,” may share in a percentage of the proceeds from an FCA action  
15 or settlement. Section 3730(d)(1) of the FCA provides, with some exceptions,  
16 that a *qui tam* relator, when the Government has intervened in the lawsuit, shall  
17 receive at least 15 percent but not more than 25 percent of the proceeds of the  
18 FCA action depending upon the extent to which the relator substantially  
19 contributed to the prosecution of the action. When the Government does not  
20 intervene, section 3730(d)(2) provides that the relator shall receive an amount  
21 that the court decides is reasonable and shall be not less than 25 percent and  
22 not more than 30 percent. The FCA provides protection to *qui tam* relators  
23 who are discharged, demoted, suspended, threatened, harassed, or in any  
24 other manner discriminated against in the terms and conditions of their  
25 employment as a result of their furtherance of an action under the FCA. 31  
26 U.S.C. 3730(h).

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

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17. Nondiscrimination Clause the conduct of the Parties to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 and the Rules and Regulations promulgated under the provision of WIOA, Section 188. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient 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 prohibition of 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 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

1 determines that any recipient under WIOA Title I has discharged or in any other  
2 manner discriminated against a Participant or against any individual in  
3 connection with the administration of the program involved, or against any  
4 individual because such individual has filed any complaint or instituted or  
5 caused to be instituted any proceeding under or related to WIOA Title I, or has  
6 testified or is about to testify in any such proceeding or investigation under or  
7 related to WIOA Title I, or otherwise unlawfully denied to any individual a  
8 benefit to which that individual is entitled under the provision of WIOA Title I or  
9 the County's regulations, the County shall, within thirty (30) days, take such  
10 action or order such corrective measures, as necessary, with respect to the  
11 recipient or the aggrieved individual, or both.

- 11 18. The Subrecipient assures that it has an Equal Employment Opportunity  
12 ("EEO") policy that complies with the nondiscrimination and equal opportunity  
13 provisions of WIOA and its implementing regulations. Subrecipient assures  
14 that its EEO policy covers staff and Participants served under this Agreement  
15 and that it does not discriminate, on the basis of race, color, religion, sex  
16 (including pregnancy, childbirth, and related medical conditions, transgender  
17 status, and gender identity), national origin (including Limited English  
18 Proficiency), age, disability, political affiliation or belief, or - for beneficiaries,  
19 applicants, and Participants only- on the basis of citizenship status or  
20 participation in a WIOA Title I-Financially Assisted Program or Activity, in the  
21 selection of Participants and staff personnel. The policy shall cover, but not be  
22 limited to, the following: employment, promotion, demotion or transfer,  
23 recruitment or recruitment advertising, layoff or termination, rates of pay or  
24 other forms of compensation and selection for training. The Subrecipient will  
25 take action to ensure that applicants, Participants or employees are treated  
26 during training/employment without regard to race, color, religion, sex  
27 (including pregnancy, childbirth, and related medical conditions, transgender  
28 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

1 participation in a WIOA Title I-Financially Assisted Program or Activity. Such  
2 action shall include, but not be limited to, the following: employment,  
3 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff  
4 or termination, rates of pay or other forms of compensation and selection for  
5 training, including apprenticeship. The Subrecipient agrees to post, in  
6 conspicuous places available to employees and applicants for employment  
7 and/or training, notices setting forth the provision of this nondiscrimination  
8 clause. In the event of the Subrecipient's noncompliance with the  
9 nondiscrimination clauses of this Agreement or with any of such rules,  
10 regulations, or orders, this Agreement may be canceled, terminated or  
11 suspended in whole or in part, and the Subrecipient may be declared ineligible  
12 for further government contracts in accordance with policies authorized in  
13 Executive Order 11246 of 1965, last amended 1996, and the Equal  
14 Employment Opportunities Act of 1972 and the amendments to the Civil Rights  
15 Act of 1991.

16 19. Occupational Safety and Health Act (1970) requires all employers to provide a  
17 work place that is free from recognized hazards that cause, or are likely to  
18 cause, death or serious physical harm to employees. The Act also establishes  
19 the Occupational Safety and Health Administration that is responsible for  
20 promulgating workplace safety standards and regulations for various  
21 industries. The Act is enforced by the Occupational Safety and Health  
22 Administration.

23 20. Political Reform Act (of 1974, amended in 1996) requires each state and local  
24 agency to adopt a conflict of interest code. Conflict of interest codes are  
25 required to prohibit officials of any state or local government agency from  
26 making, participating or in any way attempting to use their official position to  
27 influence a governmental decision in which the official knows or has reason to  
28 know that he or she has a financial interest.

29 21. Sectarian Activities are not permitted and does not provide for the  
30 advancement or aid to any religious sect, church or creed, or sectarian purpose  
31 nor does it help to support or sustain any school, college, university, hospital  
32 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.

## P. Definitions

- **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 8<sup>th</sup> 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 8<sup>th</sup> 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;

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

Agreement Number: PY 2021/2023-**<Insert City>**  
WIOA Youth Subgrant **<Insert Number>**/PY 2020-2021  
Catalog of Federal Domestic Assistance (CFDA) # **<Insert Number>**

- 1 • Diploma Awarded upon successful high school graduation. It is awarded by the school in  
2 • (Secondary or GED) accord with local and state requirements. Typically, selected coursework meeting  
3 specified criteria and passing grades on the state exit examination are required. Also,  
4 any credential that the state education agency accepts as equivalent to a high school  
5 diploma (GED).
- 6 • Exit Quarter Represents the calendar quarter in which the date of exit is recorded for the individual.
- 7 • Foster Youth A youth aged 14 through 19 years, who has been removed from his/her home  
8 pursuant to Welfare and Institutions Codes 300, 309, 602; and is receiving child  
9 welfare services through the Department of Public Social Services.
- 10 • Guidance and Counseling A service provided to develop positive attitudes towards learning and social behavior,  
11 self-esteem building, decision making leading towards the future and responsible  
12 citizenship – all leading towards future careers/employment.
- 13 • In-Demand Industry Sector or Occupation a) In general, this term means (i) an industry sector that has a substantial current or  
14 potential impact (including through jobs that lead to economic self-sufficiency and  
15 opportunities for advancement) on the State, regional, or local economy, as  
16 appropriate, and that contributes to the growth or stability of other supporting  
17 businesses, or the growth of other industry sectors; or (ii) an occupation that currently  
18 has or is projected to have a number of positions (including positions that lead to  
19 economic self-sufficiency and opportunities for advancement) in an industry sector so  
20 as to have a significant impact on the State, regional, or local economy, as  
21 appropriate.  
22 b) Determination-the determination of whether an industry sector or occupation is in-  
23 demand under this paragraph shall be made by the State board or local board, as  
24 appropriate, using State and regional business and labor market projections, including  
25 the use of labor market information.
- 26 • Indirect Cost Rate The rate a Subrecipient may charge the agreement for indirect costs that is  
27 determined by an approved, cognizant federal agency.
- 28 • 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.

Agreement Number: PY 2021/2023-~~<Insert City>~~  
WIOA Youth Subgrant ~~<Insert Number>~~/PY 2020-2021  
Catalog of Federal Domestic Assistance (CFDA) # ~~<Insert Number>~~

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

d) organizational and teamwork training, including team leadership training

e) training in decision-making, including setting priorities





Agreement Number: PY 2021/2023-<Insert City>  
WIOA Youth Subgrant <Insert Number>/PY 2020-2021  
Catalog of Federal Domestic Assistance (CFDA) # <Insert Number>

- 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.
  - **Performance Measures** Indicators that measure program outcomes and performance imposed by the Department of Labor and State of California on EDA and its WIOA Subrecipients.
  - **Pre-employment/Work Maturity Skills** The skills that assist a youth to find and keep employment, such as, resume writing, completing job applications, interviewing techniques, how to dress for a job, punctuality and attendance, attitudes/behavior, task completion, etc.
  - **Program Activities** Direct or indirect services provided by a Subrecipient, collaborative or outside agency, designed to achieve youth program outcomes. Examples are adult mentoring, client management, computer literacy training, work experience, etc.
  - **Program Elements** WIOA Section 129(c)(2) includes 14 program elements. In order to support the attainment of a secondary school diploma or its recognized equivalent; entry into postsecondary education; entry into training; attainment of a recognized postsecondary credential; career readiness for Participants; and placement in employment, the program shall provide elements consisting of the following:
    - a) Tutoring, study skills training, instruction, evidence-based dropout prevention and recovery strategies leading to secondary school completion or equivalent, or to recognized postsecondary credential.
    - b) Alternative secondary school services or dropout recovery services.
    - c) Paid and unpaid work experiences, including summer and year-round employment opportunities, pre-apprenticeships, internships, job shadowing, and on-the-job training opportunities.
    - d) Occupational skills training, with priority given to programs leading to recognized postsecondary credentials aligned with in-demand industry sectors/occupations.
    - e) Education offered concurrently and in the same context as workforce preparation activities and training for specific occupation or occupational cluster.

Agreement Number: PY 2021/2023-**<Insert City>**  
WIOA Youth Subgrant **<Insert Number>**/PY 2020-2021  
Catalog of Federal Domestic Assistance (CFDA) # **<Insert Number>**

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- f) Leadership activities, including community service, peer-centered activities encouraging responsibility and other positive social/civic behaviors.
- g) Supportive Services.
- h) Adult Mentoring for at least 12 months.
- i) Follow-up Services for at least 12 months after Exit.
- j) Comprehensive Guidance and counseling.
- k) Financial Literacy Education.
- l) Entrepreneurial Skills Training.
- m) Labor market and employment information about in-demand industry sectors.
- n) Preparation for transition to postsecondary education/training.

- **Program Exit Date** Determined by CALJOBS. Typically counted when a Participant does not receive any WIOA-funded or non-WIOA funded partner service for 90 days and is not scheduled for future services except follow-up services; represents the last day on which Participant receives service funded by the program or a partner program. The term "exit" is also used to determine when to count an individual in a specified reporting period. Each individual becomes part of an exit cohort, a group who is determined to be "exitors" within a particular quarter and are looked at together for performance measurement purposes
- **Completion of an Industry Recognized Certificate, or a Post-Secondary Credential** This term means a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State involved or Federal Government, or an Associate or Baccalaureate degree.
- **School Dropout** A school dropout is defined as an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.
- **Special Rule** The term "low income", used with respect to an individual, also includes a youth living in a high-poverty area.
- **Subcontract** A legal agreement whereby an organization agrees to provide services, activities or materials necessary to fulfill the agreement.
- **Subrecipient** A Subrecipient is a legal entity to which a subaward is made and which is accountable to the recipient for use of the funds provided. Characteristics of a Subrecipient are when the organization receiving a Federal award performs the following activities determines Eligibility for the Program, has its performance measured against the objectives of the Federal program, has responsibility for programmatic decision making, has responsibility for adherence to applicable program compliance requirements (for example, federal regulations) and uses Federal Funds to carry out a program of the organization as opposed to providing goods or services for a program.
- **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.
- **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 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.

Agreement Number: PY 2021/2023-**<Insert City>**  
WIOA Youth Subgrant **<Insert Number>**/PY 2020-2021  
Catalog of Federal Domestic Assistance (CFDA) # **<Insert Number>**

- 1 • Service Contract (SC) An agreement developed and executed between the Subrecipient and collaborative  
Contractors in relation to the operational management of a Youth Program.
- 2 • WIOA Local Area Local workforce development areas within the state that take into consideration:
  - 3 a) geographic areas served by local educational agencies, intermediate  
4 educational agencies, post-secondary educational institutions and vocational  
5 education schools;
  - 6 b) extent to which such local areas are consistent with labor market areas;
  - 7 c) distance that individuals will need to travel to receive services;  
8 resources of such local areas that are available to effectively administer the  
9 activities carried out under WIOA.
- 10 • Work Experience Planned, structured learning experiences that takes place in a workplace for a limited  
11 period of time and may be paid or unpaid, in the private, for-profit sector; the non-profit  
12 sector; or the public sector. Work-based learning experiences are designed to enable  
13 youth to gain exposure to the working world and its requirements.
- 14 • Workforce Development System A system that makes available the core programs, the other one-stop partner  
15 programs, and any other programs providing employment and training services as  
16 identified by a State board or local board.
- 17 • Workforce Preparation Activities Activities, programs, or services designed to help an individual acquire a combination  
18 of basic academic skills, critical thinking skills, literacy skills, and self-management  
19 skills, including competencies in utilizing resources, using information, working with  
20 others, and understanding systems, and obtaining skills necessary for successful  
21 transition into and completion of post-secondary education or training, or employment.
- 22 • Youth-Opportunity Center or YOC A safe, comfortable youth-friendly environment where youth can access a variety of  
23 services to meet their needs. The facility must be accessible by public transportation  
24 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  
4 **COUNTY:**

5 The COUNTY OF RIVERSIDE, a political  
6 subdivision of the State of California, by  
7 and through its Housing, Homelessness  
8 Prevention and Workforce Solutions,  
9 Workforce Development Division

**SUBRECIPIENT:**

<Insert Entity>,  
<Insert Legal Entity>

10 Signature: \_\_\_\_\_

11 Print Name: Carrie Harmon

12 Title: Director of Workforce Development

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

Signature: \_\_\_\_\_

Print Name:

Title: Executive Director

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

14  
15  
16 APPROVED AS TO FORM:

17 Gregory P. Priamos

18 County Counsel

19  
20  
21  
22  
23  
24 By: \_\_\_\_\_

25 Lisa Sanchez

26 Deputy County Counsel

**Exhibit 1 - Scope of Work**

1  
2 **Agency Name** (“Subrecipient”), shall perform the following services and work, in connection  
3 with the Workforce Innovation and Opportunity Act (“WIOA”) Cost Reimbursement Agreement  
4 (Program Years 2021/2023 Year-Round Youth Services), between the County of Riverside  
5 (“County”) and **Agency Name**:

6  
7 **1. Background**

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

14 **2. Quality Assurance Certification**

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

23 **3. YOC Location/Hours of Operation**

24  
25 **Agency**

26 **Adress**

27 **City/state/zip**

28 **Phone:**

1 Fax:

2 Email address:

3 Hours of Operation: Monday – Friday,  
4 From 8:00 a.m. 5:00 –p.m.

5 **4. Target Population**

6 The purpose of this Agreement is to provide programs services to eligible youth, ages  
7 16-24, (16-21 for in-school youth (ISY) and 16-24 for out-of-school youth (OSY), on a  
8 year-round basis (July 1, 2019 through June 30, 2020). **Exhibit 2** of this Agreement  
9 contains the current enrollment plan.

10 **5. Program Components**

11 a) Intake and Eligibility

12 The Subrecipient shall follow the eligibility criteria set forth in the Riverside  
13 County Housing, Homelessness Prevention and Workforce Solutions-  
14 Workforce Development Division WIOA Youth Program Policies & Procedures  
15 Manual (19-01). Additional guidelines for WIOA Youth Enrollment,  
16 Comprehensive Assessment and Individual Service Strategy (“ISS”) are also  
17 included in the aforementioned manual.

18 b) Assessment

19 1. Pre/Post Assessments – The Subrecipient shall utilize the  
20 Comprehensive Adult Student Assessment System (“CASAS”). The  
21 CASAS assessment system shall be used to pre-test each Participant in  
22 Literacy (Reading Comprehension) and Numeracy (Math Computation)  
23 educational levels. Subrecipient will also utilize the CASAS to post-test  
24 each individual for measuring Literacy and Numeracy improvements.

25 2. CASAS Employability Competency System (“ECS”) – The Pre-  
26 employment and Work Maturity Checklists in the CASAS-ECS shall be  
27 used as a guide to assess Participants in the following areas: Pre-  
28 Employment Skills, Job Retention Skills, and Occupational Skills. The

1 CASAS-ECS system shall be used to pre-test and post-test each  
2 Participant.

- 3 3. The Subrecipient may also use any available CASAS material for  
4 Speaking Skills, Listening Skills, Problem Solving and Reasoning, Life  
5 Skills, and Interest/Aptitude areas. However, if alternate assessment  
6 materials are implemented, Subrecipient shall be responsible for insuring  
7 that materials used meet generally accepted standards for the Riverside  
8 County WIOA Youth Program. Subrecipient shall document all  
9 Assessment results and progress on the Participant's ISS and in the  
10 CalJOBS system.

11 c) Individual Service Strategy ("ISS")

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

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

23 d) Case Management & Life Coaching Activities

- 24 1. Subrecipient shall develop best practices in Case Management and Life  
25 Coaching that require organizational arrangements to support youth  
26 service delivery. Case Managers shall provide life coach activities, which  
27 guide an individual to maneuver through their internal landscape for the  
28 purpose of assisting them to explore, discover and attain their authentic  
desires and aspirations. Two key components to ensure successful



1 outcomes from the life coaching relationship include the establishment and  
2 definition of each individual's role and responsibilities, (case manager and  
3 Participant), and the establishment and definition of each individual's  
4 (Participant) role and responsibilities, and the establishment of the  
5 Participant's commitment to taking a pro-active role in their transformation  
6 process. The premise of this activity is to guide the Participant to explore  
7 and access their unique internal potential to solve problems when life  
8 challenges present themselves. Ultimately, the Life Coach (i.e. the case  
9 manager) is assisting the Participant in gaining self-confidence in their  
10 abilities by helping them recognize that they have the ingenuity to  
11 successfully overcome the obstacles they encounter. The Subrecipient  
12 shall have staff that have been trained for the approach and its application  
13 to the particular practice setting and strategies to ensure that the Youth  
14 Opportunity Center ("YOC") can be responsive to evidence from practice  
15 and advocate for systemic and policy change to support service delivery.

- 14 2. The principles that underpin Case Management are individualized service  
15 delivery based on comprehensive assessment that is used to develop an  
16 ISS. The plan is developed in collaboration with the youth and reflects their  
17 choices and preferences for the service arrangements being developed.  
18 The goal is to empower the youth and ensure that they are involved in all  
19 aspects of the planning and service arrangement in a dynamic way.
- 20 3. The Case Manager shall coordinate the process, consulting informal and  
21 key providers or Contractors to ensure that the plan is developed  
22 appropriately, clearly contracted and monitored for effective and financially  
23 accountable service provision based on specified and desired outcomes.  
24 The case manager and the YOC are expected to maintain quality in service  
25 provision for individual youth.
- 26 4. The Case Management approach assumes that youth with complex and  
27 multiple needs will access services from a range of providers or  
28 Contractors and the goal is to achieve seamless service delivery. This

1 assumption highlights that the concept of Case Management is based in  
2 service provision arrangements that require different responses from within  
3 organizations and across organizational boundaries.

4 5. Case Managers provide the coordinating and specialist activities that flow  
5 from the particular setting, program and youth population. However, it is  
6 usual to identify the following process as core to Case Management:  
7 screening, assessment/risk management, career development planning,  
8 implementing service arrangement, monitoring/evaluation and advocacy.  
9 Case management shall be ongoing, frequent and documented in  
10 CalJOBS.

11 6. In order to ensure active engagement and continuous support for each  
12 Participant, the Subrecipient shall conduct, activity/contact reviews with the  
13 Participant during the main program at a minimum of 30-day, 60-day, and  
14 90-day reviews. These reviews shall be documented in CalJOBS electronic  
15 case notes. The Subrecipient shall document specific effort(s) made to  
16 contact Participants, (e.g., telephone contact and results; attempted  
17 telephone contact with no answer; voice mail message on home or cell  
18 number in file; use of social media; attempted telephone contact at all  
19 alternate numbers in file; use of text message; use of email; use of  
20 postcard) in CalJOBS within one (1) week of contact. The expectation is  
21 that regular contacts and interaction will prevent any gaps in services (e.g.,  
22 90-days with no activity), as this would cause CalJOBS to soft exit the youth  
23 automatically from the program.

24 e) Youth Activities

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

1. Tutoring, study skills training, instruction, evidence-based dropout prevention and recovery strategies leading to secondary school completion or equivalent, or to recognized postsecondary credential;
2. Alternative secondary school services or dropout recovery services;
3. Paid and unpaid work experiences, including year-round employment opportunities, pre-apprenticeships, internships, job shadowing, and on-the-job training 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

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

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

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

25 g) Support for Youth

- 26 1. Supportive services may only be provided to enrolled WIOA Youth  
27 Program Participants in accordance with the Riverside County  
28 Housing, Homelessness Prevention and Workforce Solutions-  
Workforce Development Division Policy Number 19-01. Website

1 address for locating above referenced policies may be found under,  
2 **Exhibit 6** WIOA Internet and Other Resources.

3 2. Examples of approved Support Services:

- 4 ■ Individual & Family Counseling
- 5 ■ Access to Information and Referrals
- 6 ■ Substance Abuse
- 7 ■ Teen Pregnancy
- 8 ■ Anti-Criminal/Gang Parenting Classes and Support
- 9 ■ Transportation
- 10 ■ Childcare Assistance
- 11 ■ Tuition Assistance
- 12 ■ Work-Related Clothing & Tool Follow-up Activities
- 13 ■ Adult Mentoring

14 h) Incentives

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

1 exceed \$400 per Participant. Please refer to Policy 19-01 for policy  
2 procedures.

3 i) Customer Satisfaction Survey

4  
5 The Subrecipient shall implement a customer survey to measure youth  
6 satisfaction in the youth center. The Subrecipient shall upload their survey  
7 reports to youth data folder found at  
8 <https://rivcounty.sharepoint.com/sites/wodcXnt/SitePages/Home.aspx> within  
9 fifteen (15) days of the end of each quarter for the program year. The data  
10 collected shall be used to improve services to youth in the Riverside County.

11 j) Follow up-Services

- 12 1. All youth Participants shall receive some form of follow-up services for at least  
13 twelve (12) months after the program closure/State Exit has been completed  
14 and confirmed. The twelve (12) month period shall begin the day after the  
15 State Exit date, and may continue beyond twelve (12) months at the discretion  
16 of Subrecipient. The types of services provided and the duration of services  
17 shall be based on the needs of the youth to ensure their success in  
18 employment and/or post-secondary education. The type and intensity of  
19 follow-up services may differ for each Participant, but shall include more than  
20 only a contact attempt made for securing documentation in order to report a  
21 performance outcome. Specifically, the goal of follow-up services for OSY  
22 (ages 16-24) is to ensure job retention, wage gains, and career progress for  
23 individuals who obtained unsubsidized employment as defined in the  
24 Participant's ISS. The goal of follow up services for ISY (16-21) is to enable  
25 the individual to continue lifelong learning and achieve a level of self-  
26 sufficiency, as defined in the Participant's ISS.

- 27 2. The Subrecipient shall develop a follow-up assessment tool to determine what  
28 type and amount of follow-up is needed. The tool shall include: work history,  
reasons youth have previously left jobs or dropped out, social skills, life skills

1 crisis, stress management skills, attitude towards work or school and barriers  
2 to employment and/or school completion.

3 3. After the follow-up assessment, the Subrecipient shall develop a follow-up plan  
4 with the youth prior to exiting the program. The plan should include the  
5 following: retention or follow-up assessment, list of people and resources youth  
6 could use, goals to reach while in job and before quitting, goals to reach in  
7 school before graduation, plans for transportation, childcare and alternative  
8 contacts that include name, address, phone number, email address. The  
9 results shall be documented in case notes.

10 4. The Subrecipient's follow-up plan, while holding the Participant accountable for  
11 their actions, shall track the following areas:

- 12       ▪ Develop reminder system for sending out letters, or scheduling  
13       telephone contacts.
- 14       ▪ Be respectful of youth's work and home life.
- 15       ▪ Maintain high expectations and plenty of support.
- 16       ▪ Provide additional support, as necessary, which could include,  
17       counseling and supportive services.
  
- 18       ▪ The Subrecipient may include guiding principles (discussed below)  
19       during the follow-up period. The objective is to match follow-up  
20       services to the youth's characteristics, needs and personal situation.  
21       The Subrecipient shall consider age, needs, at-risk status, family,  
22       school, personal support system, and workplace hours. NOTE: Please  
23       refer to WIOA Youth Program Policies and Procedures Manual No. 19-  
24       01 for required follow up requirements and documentation.

25 5. The following are key operating principles for employment and education  
26 retention and career advancement:

- 27       ▪ Close mentoring relationship.
- 28

- 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 <sup>nd</sup> 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 <sup>nd</sup> Quarter after Exit	\$3,500.00	The median earnings of Participants who are in unsubsidized employment during the second quarter after program exit.
Employment Rate at 4 <sup>th</sup> 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
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	65%	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 will require a secondary review (known as certification review) to be completed by the Subrecipient. Each Subrecipient shall assign a knowledgeable staff to review WIOA eligibility, ISS's, case notes and certify that they have completed this in CalJOBS. The Subrecipient shall enter data enrollment activities into CalJOBS. A list of acceptable activity codes shall be provided to the Subrecipient by the County that coincide with CalJOBS codes. All attainments of degree or recognized postsecondary credential, GED/HS Diploma credentials, entered employment, post-secondary education exits and follow-up, shall be submitted to EDA's Workforce Development Division ("WDD")/Management Information System ("MIS") unit.

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

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

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

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**Exhibit 2 Monthly Enrollment Plan**

(Behind This Page)

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**Exhibit 3 - Program Budget**

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**Exhibit 4 Performance Measurement Invoices**

(Behind This Page)

*(For-Profit entities only)*

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**Exhibit 5 - Cost Allocation Plan**

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**Exhibit 6 – Form of Service Contract**

(Behind This Page)

**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**



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

3 A. The authorities of the Agency to enter into this SC include, but are not limited to:

- 4 1. The Workforce Innovation and Opportunity Act, et al ("WIOA").
- 5 2. Federal, state, and local laws, regulations, and policies and amendments  
6 thereto.
- 7 3. Internal policies and procedures governing the Agency.

8 **V. Description of Services**

9 A. Contractor responsibilities:

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

25 B. Agency responsibilities:

- 26 1. Shall provide resources, facilities and core services at the local youth center.
- 27 2. Agree to make written referrals to one another for services and activities to  
28 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)**
- B. Nothing contained herein shall be construed as obligating any federal entity to any expenditure or obligation of funds in excess or in advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.
- C. Invoicing: the Contractor shall submit an itemized **monthly or quarterly** invoices with a participant sign in sheet with date, services provided and documentation of service benefit to participant (i.e., lesson plans, topics covered, handouts, etc.)

1 D. Activities not allowed under this SC:

- 2 1. Political activities.
- 3 2. Charging participants a fee for placement or referral into a WIOA activity.
- 4 3. Displacement of employees by any WIOA participants.
- 5 4. The promotion or deterrence of union organization.

6 E. Program Compliance

7 To ensure program compliance with the provisions of WIOA Sections 116, including

8 the regulations under Sections 183 and 184, there shall be at least one (1) technical

9 assistance visit and one (1) program and fiscal monitoring conducted by the Agency

10 on an annual basis. Program compliance ensures that the Contractor is in compliance

11 with laws and regulations governing the use of WIOA funds. Fiscal program

12 compliance shall analyze, evaluate, and determine program compliance with

13 government financial systems, expenditure rate and cost guidelines.

14 During the program compliance review, the Contractor shall cooperate with the Agency

15 to permit the Agency to determine Contractor's conformity with the terms of this SC

16 and with WIOA regulations. If any services performed or products provided by the

17 Contractor are not in conformance with the terms of this SC, the Agency shall have the

18 right to require Contractor to perform the services or provide the products in

19 conformance with the terms of the SC at no additional cost to the Agency. When the

20 services to be performed or the products to be provided are of such nature that the

21 difference cannot be corrected, the Agency shall have the right in its sole discretion,

22 to:

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

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

- A. This SC is effective upon signature and dated by the final approving Party as indicated below.
- B. This SC shall expire on June 30, 2020 unless terminated, extended, or renewed in writing. The terms or conditions of such extension or renewal will be in writing and require the signature of the Agency and the Contractor.
- C. This SC may be amended through written agreement of all signatories. Copies of the amendment must be provided to the Parties of this SC.
- D. This SC may be terminated prior to the expiration date by providing thirty (30) calendar days written notice of termination to the other Party.

**IX. Records**

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

**X. Indemnification**

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

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

1 **XI. Insurance**

2 The Contractor and Agency shall maintain professional liability, general liability, and Workers'  
3 Compensation Insurance. The Contractor and Agency warrant they have adequate professional  
4 liability, general liability and Workers' Compensation to provide coverage for liabilities arising out  
5 of the Contractor and Agency performance of this SC.

6 **XII. Dispute Resolution Process**

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

9 **XIII. Conformity with Applicable Law**

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

14 **XIV. Assurances and Certifications**

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

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

- 1 3. Anti-Kickback Act (1986) prohibits any payment or gratuity made for the purpose of  
2 inducing award of a subcontract or prime contract with the federal government.
- 3 4. Child Support Compliance Act enforces the importance of the child and family support  
4 obligations and shall fully comply with applicable state and federal laws relating to child  
5 and family support enforcement, including, but not limited to, disclosure of information  
6 and compliance with earning assignment orders, as provided in Chapter 8, section  
7 5200 of Part 5 of Division 9 of the Family Code, and that to the best of its knowledge,  
8 Contractor is fully complying with earnings assignment order of all employees and is  
9 providing names of all new employees to the New Employee Registry maintained by  
10 the California Employment Development Department ("EDD").
- 11 5. Corporate Registration the Contractor, if it is a corporation, certifies it is registered with  
12 the Secretary of the State of the State of California.
- 13 6. Debarment and Suspension certification, the Contractor hereby assures and certifies  
14 that the Contractor shall comply with the regulations implementing Executive Order  
15 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I  
16 that the prospective participant, to the best of its knowledge and belief, that it and its  
17 principals: are not presently debarred, suspended, proposed for debarment, declared  
18 ineligible, or voluntarily excluded from covered transactions by any federal department  
19 or agency; have not within a three-year period preceding this A been convicted of or  
20 had a civil judgment rendered against them for commission of fraud or a criminal  
21 offense in connection with obtaining, attempting to obtain, or performing a public  
22 (federal, state or local) transaction or contract under a public transaction, violation of  
23 federal or state antitrust statutes or commission of embezzlement, theft, forgery,  
24 bribery, falsification, or restrictions of records, making false statements, or receiving  
25 stolen property; are not presently indicted for or otherwise criminally or civilly charged  
26 by a government entity (federal, state or local) with commission of any of the offenses  
27 enumerated above; have not within a three-year period preceding this SC had one or  
28 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;
- 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 SC will:  
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.

8. Environmental Protection Regulations

- a. Clean Air Act (42 U.S.C. 7401-7671q.); Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to 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 amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor ensures that it complies with all applicable standards, order, or requirements under the Clean Air Act, the Federal Water Pollution Control Act, Executive 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.
- b. Energy Policy and Conservation Act - Mandatory standards and policies relating to energy efficiency which are contained the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 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 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.

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 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.

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

1 and County information is confidential when it identifies an individual or an employing  
2 unit. Confidential information requires special precautions such as, but not limited to,  
3 locked files, computer passwords, and assigned staff access, to protect it from loss,  
4 unauthorized use, access, disclosure, modification and destruction.

5 11. Family and Medical Leave Act (1993) requires that employers, with fifty (50) or more  
6 employees, provide up to twelve (12) weeks of unpaid leave, with any 12 month period,  
7 to employees for the care of a newborn or adopted child, for the care of a seriously ill  
8 family member, or for treatment and care of the employee's own serious medical  
9 condition. The Act is enforced by the Wage and Hour Division of the Department of  
10 Labor.

11 12. Immigration Reform and Control Act (1986) requires employers to verify that applicants  
12 for employment are authorized to work in the United States. The Act provides civil and  
13 criminal penalties for knowingly employing unauthorized aliens and prohibits  
14 discrimination based on national origin or citizenship if the alien is authorized to work.  
15 The Act is enforced by the Department of Justice and the Department of Homeland  
16 Security.

17 13. Jobs for Veterans Act (Public Law 107-288): By signing this SC, the Contractor hereby  
18 assures and certifies that it will comply with the provisions of this Act and establish a  
19 priority for service for veterans (and some spouses) who otherwise meet the eligibility  
20 requirements for participation in the program.

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

26 15. False Claims Act ("FCA") provides, in pertinent part, that: (a) Any person who (1)  
27 knowingly presents, or causes to be presented, to an officer or employee of the United  
28 States Government or a member of the Armed Forces of the United States a false or  
fraudulent claim for payment or approval; (2) knowingly makes, uses, or causes to be  
made or used, a false record or statement to get a false or fraudulent claim paid or  
approved by the Government; (3) conspires to defraud the Government by getting a  
false or fraudulent claim paid or approved by the Government; or (7) knowingly makes,  
uses, or causes to be made or used, a false record or statement to conceal, avoid, or  
decrease an obligation to pay or transmit money or property to the Government; Is  
liable to the United States Government for a civil penalty of not less than \$5,000 and  
not more than \$10,000, plus 3 times the amount of damages which the Government



1 sustains because of the act of that person. (b) For purposes of this section, the terms  
2 "knowing" and "knowingly" mean that a person, with respect to information (1) has  
3 actual knowledge of the information; (2) acts in deliberate ignorance of the truth or  
4 falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the  
5 information, and no proof of specific intent to defraud is required. While the False  
6 Claims Act imposes liability only when the claimant acts "knowingly," it does not require  
7 that the person submitting the claim have actual knowledge that the claim is false. A  
8 person, who acts in reckless disregard or in deliberate ignorance of the truth or falsity  
9 of the information, also can be found liable under the Act. In sum, the False Claims Act  
10 imposes liability on any person who submits a claim to the federal government that he  
11 or she knows (or should know) is false. The False Claims Act also imposes liability on  
12 an individual who may knowingly submit a false record in order to obtain payment from  
13 the government. The third area of liability includes those instances in which someone  
14 may obtain money from the federal government to which he may not be entitled, and  
15 then uses false statements or records in order to retain the money. In addition to its  
16 substantive provisions, the FCA provides that private parties may bring an action on  
17 behalf of the United States. 31 U.S.C. 3730 (b). These private parties, known as "*qui*  
18 *tam* relators," may share in a percentage of the proceeds from an FCA action or  
19 settlement. Section 3730(d)(1) of the FCA provides, with some exceptions, that a *qui*  
20 *tam* relator, when the Government has intervened in the lawsuit, shall receive at least  
21 15 percent but not more than 25 percent of the proceeds of the FCA action depending  
22 upon the extent to which the relator substantially contributed to the prosecution of the  
23 action. When the Government does not intervene, section 3730(d)(2) provides that the  
24 relator shall receive an amount that the court decides is reasonable and shall be not  
25 less than 25 percent and not more than 30 percent. The FCA provides protection to  
26 *qui tam* relators who are discharged, demoted, suspended, threatened, harassed, or  
27 in any other manner discriminated against in the terms and conditions of their  
28 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.

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

1 there under the provision of the WIOA, Section 188. As a condition to the award of  
2 financial assistance from the Department of Labor under Title I of WIOA, the Contractor  
3 assures that it will comply fully with the nondiscrimination and equal opportunity  
4 provision of the following laws: The nondiscrimination and equal opportunity provisions  
5 found in Section 188 of WIOA and 29 CFR Part 38 prohibit discrimination on the basis  
6 of race; color; religion; sex (including pregnancy, childbirth, and related medical  
7 conditions, transgender status, and gender identity); national origin (including Limited  
8 English Proficiency); age; disability; political affiliation or belief; or, for beneficiaries,  
9 applicants, and participants only, on the basis of citizenship status or participation in a  
10 WIOA Title I-financially assisted program or activity; Title VI of the Civil Rights Act of  
11 1964, as amended, which prohibits discrimination on the basis of race, color and  
12 national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which  
13 prohibits discrimination against qualified individual with disabilities; The Age  
14 Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of  
15 age; and Title IX of the Education Amendments of 1972, as amended, which prohibits  
16 discrimination on the basis of sex in educational programs. The Contractor assures  
17 that it will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part  
18 2900 and all other regulations implementing the laws listed above. This assurance  
19 applies to the Contractor's operations of the WIOA Title I-financially assisted program  
20 or activity, and to all agreements that the grant applicant makes to carry out the WIOA  
21 Title – financially assisted program or activity. The Contractor will “comply fully with  
22 the nondiscrimination and equal opportunity provisions of the WIOA” (29 CFR Part 38  
23 Preamble) and acknowledge the government's right to seek judicial enforcement of the  
24 nondiscrimination assurance.

19 18. Occupational Safety and Health Act (1970) requires all employers to provide a work  
20 place that is free from recognized hazards that cause, or are likely to cause, death or  
21 serious physical harm to employees. The Act also establishes the Occupational Safety  
22 and Health Administration that is responsible for promulgating workplace safety  
23 standards and regulations for various industries. The Act is enforced by the  
24 Occupational Safety and Health Administration.

25 19. Political Reform Act (of 1974, amended in 1996) requires each state and local agency  
26 to adopt a conflict of interest code. Conflict of interest codes are required to prohibit  
27 officials of any state or local government agency from making, participating or in any  
28 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.

- 1           20.    Sectarian Activities are not permitted and does not provide for the advancement or aid  
2           to any religious sect, church or creed, or sectarian purpose nor does it help to support  
3           or sustain any school, college, university, hospital or other institution controlled by any  
4           religious creed, church or sectarian denomination whatsoever, as specified by Article  
5           21.    Vietnam Era Veteran's Readjustment Assistance Act (1974) makes it unlawful for  
6           employers to discriminate against veterans of the Armed Forces in their employment  
7           practices. It also provides veterans with certain reemployment, seniority, health  
8           benefit, and pension rights with respect to prior employment.  
9           22.    Whistleblower Protection Statutes (1989) protect employees of financial institutions  
10          and government Subrecipients from discriminatory and retaliatory employment actions  
11          because of reporting violations of the law to federal authorities. The Act is enforced by  
12          the Wage and Hour Division of the Department of Labor.

13  
14 IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to  
15 execute this SC.

16  
17 **Agency:**

**Contractor:**

18  
19  
20 Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

21 Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

22 Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Agreement Number: PY 2021/2022-**<Insert City>**  
WIOA Youth Subgrant **<Insert Number>**/PY 2020-2021  
Catalog of Federal Domestic Assistance (CFDA) # **<Insert Number>**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
COUNTYWIDE YOUTH SERVICES AGREEMENT  
FOR PROGRAM YEAR 2021/2022**

**BETWEEN**

**THE COUNTY OF RIVERSIDE**

**AND**

**<SUBRECIPIENT>**



**TABLE OF CONTENTS**

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

**RECITALS**

A.	Term of Agreement	3
B.	Description of Services	4
C.	Service of Notice	4
D.	Parties to the Agreement and Administration	4
E.	Assignment	5
F.	Independent Contractor/Subrecipient Status	5
G.	Funding	5
	1. Program Year Compensation	5
	2. Cost Allocation Plan	6
	3. Workforce Innovation Opportunity Act (WIOA) Fund Restrictions	6
	4. Availability of Funds	6
	5. Withholding of Funds	6
	6. Invoicing and Documentation	6
	7. Reimbursement for Mileage and Traveling Expenses	7
	8. Program Income and Interest Income	7
	9. Questioned and Disallowed Costs	8
	10. Debt Collection	8
	11. Budget Amendment	8
	12. De-obligation and Re-obligation	9
	13. Final Invoice	10
	14. Agreement Closeout	10
	15. Reporting Requirements	10
	16. General and Fiscal Reporting	10
	17. Auditing	11
H.	Procurement of Goods & Services and Service Contracts	11
I.	Inventory and Disposal of Equipment	12
J.	Maintenance of Records and Participant's Files; Access to Records and Files	13
K.	Program Compliance	15

1	L.	Termination and Other Remedies	16
2		1. Failure to Perform	16
3		2. Termination for Cause with Cure Period	17
4		3. Termination Without Cause	17
5		4. Obligations Upon Termination	18
6		5. Other Remedies Reserved by the County	18
7	M.	Dispute Resolution	19
8	N.	General Provisions	20
9		1. Acceptance of Service of Process	20
10		2. Authority to Sign	20
11		3. Amendment to Agreement	20
12		4. Approvals	21
13		5. Binding Effect	21
14		6. Business Interruption	21
15		7. Compliance with Laws and Regulations; Venue	22
16		8. Construction and Interpretation of Agreement	22
17		9. Venue and Jurisdiction	23
18		10. Fraud and Abuse	23
19		11. Grievance and Complaint System	23
20		12. Hold Harmless and Indemnification	24
21		13. Insurance	24
22		a) Workers Compensation	25
23		b) Commercial General Liability	25
24		c) Vehicle Liability	25
25		d) General Provision—all lines	25
26		14. Integration of Entire Agreement and Waivers	27
27		15. Intellectual Property	27
28		16. Inventions, Patents and Copyrights	28
		17. Labor Standards	28
		18. No Duplication of Services	29
		19. Non-liability of County Officials and Employees	29
		20. No Partnership	29

1  
2  
3  
4  
5  
6  
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9  
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11  
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17  
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19  
20  
21  
22  
23  
24  
25  
26  
27  
28

21.	No Third Party Beneficiaries	29
22.	Ownership/Use of Agreement Materials and Patent	29
23.	Payment of Benefits (where applicable)	30
24.	Permit and Licenses	30
25.	Press Releases/Published Announcement	30
26.	Prohibited Activities	31
27.	Standards of Conduct	31
28.	Use of Any Photo or Image	33
29.	Applicable Websites	34
O.	Assurances and Certifications	34
P.	Definitions	40
<b>SIGNATURES</b>		<b>46</b>
<b>EXHIBIT 1 SCOPE OF WORK</b>		
<b>EXHIBIT 2 MONTHLY ENROLLMENT PLAN</b>		
<b>EXHIBIT 3 PROGRAM BUDGET</b>		
<b>EXHIBIT 4 PERFORMANCE MEASUREMENT INVOICES</b>		
<b>EXHIBIT 5 COST ALLOCATION PLAN</b>		
<b>EXHIBIT 6 SERVICE CONTRACT</b>		

1 THIS WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) COUNTYWIDE  
2 YOUTH SERVICES AGREEMENT FOR PROGRAM YEAR 2021/2022 (“Agreement”),  
3 entered into on the 1st day of July, 2021, is by and between <Insert Entity Name>,  
4 <Insert Legal Entity> hereinafter referred to as (“Subrecipient”), and the COUNTY OF  
5 RIVERSIDE, a political subdivision of the State of California, by and through its Housing,  
6 Homelessness Prevention and Workforce solutions /.

7 Workforce Development Division (“County”). Subrecipient and the County are sometimes  
8 individually referred to herein as a “Party” and together as the “Parties.”

9 **RECITALS:**

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

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

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

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

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



1 **WHEREAS**, Subrecipient has operated a youth program designed to accomplish the  
2 objectives of WIOA, and County is prepared to provide WIOA funds to Subrecipient to enable  
3 it to operate its program; and

4 **WHEREAS**, the County and Subrecipient desire to enter into an agreement relating to the  
5 provision of countywide youth services as more specifically set forth below.

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

8  
9 **A. Term of Agreement**

10 The term of this Agreement shall commence on July 1, 2021, and end on June 30,  
11 2022, unless terminated earlier ("Term") by either Party. The Agreement shall expire  
12 at midnight on the last day of the Agreement Term and cannot be renewed without a  
13 modification to the existing Agreement or execution of a new agreement which shall  
14 be in writing and signed by both Parties.

15 **B. Description of Services**

16 The Subrecipient shall operate a County of Riverside WIOA youth program in the  
17 <Insert Service Area>, California in accordance with the provisions of the Workforce  
18 Innovation and Opportunity Act. During the Term of this Agreement, including any  
19 extensions thereto, Subrecipient shall perform the following services, (i) all services  
20 set forth in the Scope of Work attached hereto as Exhibit 1 and incorporated herein by  
21 this reference, (ii) all services set forth in the Riverside County Workforce Innovation  
22 and Opportunity Act Youth Program.

23 **C. Service of Notice**

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

1 If to the County of Riverside:

2 Riverside County Housing, Homelessness Prevention and Workforce Solutions

3 1325 Spruce St., #400

4 Riverside, California 92507

5 Attention: Carrie Harmon, Director of Workforce Development

6 Phone: (951) 955-3100; Fax: (951) 955-3131

7 If to the Subrecipient:

8 <Insert Subrecipient Name,

9 Attn: Contact/Title

10 Address

11 Phone: Fax: >

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

15  
16 **D. Parties to the Agreement and Administration**

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

22 The Assistant County Executive Officer of the Housing, Homelessness Prevention and  
23 Workforce Solutions ("Assistant CEO/ECD"), or designee, shall administer this  
24 Agreement on behalf of the County.

25 **E. Assignment**

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

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

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

23 **G. Funding**

24 1. Program Year Compensation

1 The County shall pay the Subrecipient the maximum amount not to exceed  
2 <Insert Amount (\$0)>, including expenses, for complete and satisfactory  
3 performance of the terms of this Agreement. In no event shall the total  
4 compensation for the periods specified herein exceed the compensation set  
5 forth above, except by a written amendment to this Agreement. County has  
6 agreed to reimburse Subrecipient for all costs associated with direct support of  
7 this Agreement, based on a cost reimbursement basis as described in the  
8 Program Budget attached hereto as **Exhibit 3** and incorporated herein by this  
9 reference. If Subrecipient has any unexpended funds, these amounts will  
10 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.

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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

The Subrecipient shall invoice the County on or before the <Insert Date> (XX) calendar day of each month for all Agreement costs incurred during the previous month. If the <Insert Date> (XX) day of the month falls on a Friday or a weekend, the invoice is due the Thursday prior to the <Insert Date> (XX) day of such month. In the event Subrecipient receives payment under this Agreement which is later disallowed by the County for nonconformance with the terms of this Agreement, Subrecipient 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 Subrecipient. Subrecipient shall attach required documentation as stipulated by the County. Payment shall be made within forty five (45) days from the date of receipt by the County. The Subrecipient may only seek reimbursement for costs that are directly related to the performance of services related to this Agreement. Subrecipient shall maintain back-up documentation for claimed expenditures and shall make

1 such documentation available to County and/or the EDD Program Compliance  
2 Officer. All invoices shall be submitted to the following address for processing:

3 Riverside County  
4 Housing, Homelessness Prevention and Workforce Solutions  
5 Workforce Development Division/Administration  
6 1325 Spruce Street, Suite 400, Riverside, CA 92507

7 **7. Reimbursement for Mileage and Traveling Expenses**

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

23 **8. Program Income and Interest Income**

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

9 **9. Questioned and Disallowed Costs**

10  
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 Housing,  
19 Homelessness Prevention and Workforce Solutions Audit Requirements Policy  
20 & Procedures Number 10-04.

21 **10. Debt Collection**

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

11. Budget Amendment

Expenditures in excess of twenty percent (20%) of each total budget section will require a written amendment to this Agreement and the Program Budget (**Exhibit 3**) shall be subject to the County's prior written approval. To request an amendment, Subrecipient shall submit to the County a written request explaining the requested modifications along with a revised budget which indicates the amount of the adjustment and to what budget line item(s) the amount should be taken from and allocated to. In its sole discretion, the County may approve or deny the modification request based on how the budget modification will impact the program section changes. Subrecipient shall have the right to request no more than three (3) budget amendments per program year, provided the third and final request is submitted to the County no later than May 30. Amendments must be reviewed and stamp approved by the County's Deputy County Counsel and fully executed by both Parties authorized signatories. Any amendments submitted after the aforementioned date shall not be accepted or processed by the County.

12. De-obligation/Re-obligation

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

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

- (a) where it is clear that the Subrecipient may not expend all of the original allocation; or



- 1 (b) Subrecipient is significantly out of compliance with enrollment or  
2 expenditure plans; or
- 3 (c) Subrecipient fails to be meet the Continuous Quality Assurance (CQA)  
4 certification established by the County (CQA is a process to ensure  
5 programs are systematically and intentionally improving services and  
6 increasing positive outcomes for the youth they serve. CQA is a  
7 cyclical, data-driven process; it is proactive, not reactive) ; or
- 8 (d) When a review indicates that payment earned within the term of this  
9 Agreement can exceed (or exceeded) the amount originally allocated,  
10 a re-obligation of funds may be determined.

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

- 13 (a) At any time that the County determines that de-obligation or re-  
14 obligation is necessary, a written notice to the Subrecipient shall be  
15 issued outlining the reasons and timeline for the de-obligation or re-  
16 obligation. The notice shall provide a response period for the  
17 Subrecipient during which the Subrecipient shall respond; and
- 18 (b) At a time determined by the County, but after the Subrecipient has  
19 provided a response, a final notice of intent to de-obligate or re-  
20 obligate shall be provided to the Subrecipient. In the sole discretion  
21 of the County, such notice shall be formalized by either modification  
22 or termination of this Agreement in accordance with the provisions  
23 outlined herein.

24 13. Final Invoice

25 Within forty five (45) calendar days following the termination of this Agreement,  
26 the Subrecipient shall report and submit to the County all final claims for funds  
27

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

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14. Agreement Closeout

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

Attn: Leah Deslate-Soliva  
Riverside County Housing, Homelessness Prevention and  
Workforce Solutions/Workforce Development Division –  
Youth Programs (Fiscal Unit)  
3133 Mission Inn Ave. Riverside, CA 92507

15. Reporting Requirements

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

16. General and Fiscal Reporting

1 The Subrecipient will comply with controls, record keeping and accounting  
2 procedure requirements of WIOA, federal and state regulations and directives  
3 to ensure the proper disbursement of, and accounting for, program funds paid under  
4 this Agreement. At such times and in such form as the County may require,  
5 there shall be statements, records, reports, data and information pertaining to  
6 this Agreement submitted to County. Reports submitted by Subrecipient shall  
7 be in accordance with any regulatory reporting requirements. The Subrecipient  
8 shall notify the County in writing of any changes relating to fiscal-related  
9 matters.

10 **17. Auditing**

11 The Subrecipient that expends \$750,000 or more during a fiscal year in federal  
12 awards must have a single or program-specific audit conducted for that year in  
13 accordance with the Uniform Administrative Requirements, Cost Principles,  
14 and Audit Requirements for Federal Awards ("Uniform Guidance"), set forth in  
15 2 CFR Part 200. The Subrecipient shall submit a copy of the Audit to the  
16 County no later than five (5) days after such Audit is available for review. In  
17 the event there are audit findings that may appear related to the current  
18 Agreement, the County will exercise its authority to request a corrective action  
19 plan to prevent issues and/or correct any deficiencies in the County's  
20 discretion.

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

- 22 1. Should the Subrecipient require the services of a Contractor (defined below) to  
23 carry out the responsibilities outlined in this Agreement, the Subrecipient shall  
24 comply with all procurement requirements of WIOA and the County. The intent  
25 of the federal government is to provide consistent procurement policies that  
26 ensure free and open competition and will secure the best possible price. The  
27 term Contractor as used herein shall mean an entity providing goods or  
28 services to a Subrecipient where Subrecipient has procured, selected and  
hired such Contractor pursuant to WIOA and County procurement procedures.

1 County procurement procedures can be found at the following website:  
2 [www.rivcoworkforce.com/ProgramResources/Policies.aspx](http://www.rivcoworkforce.com/ProgramResources/Policies.aspx).

3 2. Except as otherwise provided by County in writing, the Subrecipient under this  
4 Agreement shall document all Contractor services with a Service Contract  
5 ("SC") substantially conforming in form and substance to **Exhibit 5** attached  
6 hereto and incorporated herein by this reference. In the event a service is  
7 provided free of charge or in-kind to Subrecipient, the SC may be used to  
8 demonstrate services being leveraged. Subrecipient shall deliver to County  
9 copies of all executed SCs no less than ten (10) calendar days after execution  
10 of each such SC. If any modifications or updates are made to the SC, the  
11 Subrecipient shall submit copies of the modified updated versions to the  
12 County within five (5) calendar days following execution of such modified SC.  
13 No payments shall be made by Subrecipient to a Contractor without an  
14 executed SC.

15 3. The purchase, rent, licensing, maintenance fee, or subscription of information-  
16 technology applications/software/services with a per-unit single or cumulative  
17 cost totaling \$5,000 or more within a twelve (12) month period requires the  
18 prior written approval of County to continue with such purchase. The  
19 Subrecipient may not proceed with incurring any such costs until the County  
20 receives written approval from the State and the County informs the  
21 Subrecipient in writing of the State's decision. In the event the Subrecipient  
22 expends funds on fixed assets, equipment and/or property totaling over \$5,000  
23 per unit cost, it shall be considered a disallowed cost and the Subrecipient shall  
24 be solely liable for the total cost of such purchase.

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

26 1. Subrecipient shall maintain accurate inventory records of all equipment  
27 purchased in connection with this Agreement. All equipment shall have a  
28 unique identification mark to be used for inventory purposes. A physical

1 property inventory shall be taken and reconciled with the property records at  
2 least once a year. The County will provide a property tracking log to the  
3 Subrecipient with the following categories:

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

16 2. Disposition of Equipment

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

- 19 • The Subrecipient may keep and use the equipment in the  
20 program or project for which acquired as long as needed,  
21 whether or not the project or program continues to be supported  
22 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  
26 should be given to programs funded by the Department of  
27 Labor-Employment Training Administration.

- If the equipment is no longer needed by the program/project or used in connection with other federally sponsored activities, the Subrecipient will return equipment back to the County.
- If the Subrecipient finds that the equipment is old, broke, or out of date, the Subrecipient must request, in writing, disposition instructions from the County.

(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           1.       Subrecipient shall maintain WIOA eligibility documentation and Participant  
2                   records as required by the County and shall upload the required documentation  
3                   to CalJOBS on a daily basis.

4           2.       Files for each Participant with respect to all matters covered by this Agreement  
5                   shall be maintained for a period of seven (7) years after termination of this  
6                   Agreement and until any other pending matters are completed.

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

14       3.       Confidentiality Requirement

15           The Subrecipient and the County will exchange various kinds of information  
16           pursuant to this Agreement. The information will include data, applications,  
17           program files and databases. These data and information are confidential  
18           when they define or identify an individual or an employing unit. Confidential  
19           information requires special precautions to protect it from unauthorized use,  
20           access, disclosure, modification and destruction. All information that is  
21           exchanged between the Parties to this Agreement will be strictly confidential  
22           and such information will be available to their own employees only on a “need-  
23           to-know” basis. There shall be sufficient security to ensure protection of  
24           confidential information from improper use and disclosures, including sufficient  
25           administrative, physical and technical safeguards to protect this information  
26           from reasonable unanticipated threats to the security or confidentiality of the  
27           information. In the event of a breach of information, the Subrecipient shall  
28           immediately notify the County within twenty four (24) hours. Information  
          security incidents include, but are not limited to, an event (intentional or

1 unintentional) that causes the loss, damage and or destruction of unauthorized  
2 access, use, modification or disclosure of information, including but not limited  
3 to, social security numbers. If the County learns of a breach in security of the  
4 Subrecipient's system either electronically or via hard copy, then the  
5 Subrecipient shall notify the Participant or individuals affected pursuant to  
6 California Civil Code Section 1798.82. The Subrecipient shall take reasonable  
7 measures to safeguard protected personally identifiable information and other  
8 information the County deems sensitive consistent with applicable Federal,  
9 state and local laws regarding privacy and obligations of confidentiality.

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

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

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

During the program compliance review, the Subrecipient shall cooperate with the County to permit County to determine Subrecipient's conformity with the terms of this Agreement and with WIOA regulations. If any services performed or products provided by Subrecipient are not in conformance with the terms of this Agreement, the County shall have the right to require Subrecipient 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 in its sole discretion, to:

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

Additionally, the Subrecipient shall monitor, or assist in such process to ensure that all training sites have a safe working environment. Where applicable for training sites,

1 the worksite review form provided by the County must be completed by the  
2 Subrecipient and retained in each Participant's file. All training sites shall be reviewed  
3 at least once during the Participant's enrollment period, but may be reviewed more  
4 frequently if necessary as determined by the County in its sole discretion. All training  
5 site supervisors shall receive an orientation that covers all program requirements and  
6 responsibilities.

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

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

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

28 The County, State of California, and the U.S. Department of Labor/Inspector General  
shall have the right to access, examine, monitor and to audit all records, documents,

1 conditions and activities of Subrecipient, its affiliates or any Contractors related to  
2 programs funded by this Agreement without prior notice.

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

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

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

15 **L. Termination and Other Remedies**

16 1. Failure to Perform

17 The Subrecipient assumes full responsibility for performance of this Agreement  
18 and the Service Contracts executed pursuant to or funded by this Agreement.  
19 In addition to the indemnity and hold harmless provisions set forth in **Section**  
20 **N.12** below, Subrecipient hereby acknowledges and agrees to indemnify the  
21 County for failure, non-performance or default of any of its subcontractors or  
22 Contractors. Further, the Subrecipient assumes full liability and acknowledges  
23 and agrees to reimburse the County in full for the Subrecipient's or any of its  
24 subcontractors or Contractors are in noncompliance with any term, prohibition  
25 or condition of the regulations governing this Agreement. The Subrecipient  
26 also agrees the County or its designated agent has full recourse to exercise  
27 any and all remedies available for the Subrecipient's failure to perform any part  
28 of this Agreement.

1           2.     Termination for Cause with Cure Period

2           In the event of a breach of this Agreement by either Party, the other Party may  
3           terminate this Agreement by giving the breaching Party at least thirty (30) days  
4           prior written notice setting forth the actions necessary to cure the breach.  
5           Termination for a material breach shall be effective on the date specified in the  
6           notice, except that if the breaching Party cures the breach to the reasonable  
7           satisfaction of the other Party during the 30-day notice period, this Agreement  
8           shall not terminate. The notice period may be extended in writing at the  
9           discretion of the non-breaching Party.

10           The County may unilaterally suspend and/or terminate this Agreement upon  
11           written notice at such time and to such extent as funds are suspended or not  
12           made available to the County by the Department of Labor or the State. In the  
13           event of such suspension or termination, the Subrecipient will be paid, up to  
14           the date of suspension or termination, for any amount which is properly  
15           earned/expended by the Subrecipient as a result of the performance or  
16           expenditures under, and in accordance, with this Agreement.

17           Notwithstanding the procedures governing the termination of this Agreement  
18           for cause with cure period outlined above, failure on the part of the Subrecipient  
19           to comply with the provisions of the Agreement or with the Act or regulations  
20           when such failure involves fraud or misappropriation of funds may result in the  
21           immediate termination and withholding of funds by the County. This Section  
22           does not apply to termination due to Subrecipient's failure to obtain Quality  
23           Assurance Certification.

24           3.     Termination Without Cause

25           The Parties hereby agree that at any time during the term of this Agreement,  
26           either Party may terminate this Agreement upon giving the other Party at least  
27           thirty (30) calendar days written notice prior to the effective date of such  
28           termination.



1 (2) Said notice shall set forth the period of probation, the reason  
2 for the notice and the specific conditions of noncompliance.

3 (3) Within ten (10) working days, the Subrecipient shall reply in  
4 writing, setting forth a corrective action plan that describes  
5 actions that will be undertaken in resolving the reasons for  
6 probation. Such plans are subject to County approval.  
7 Progress reports will be submitted to the County every thirty (30)  
8 calendar days thereafter until the reasons for probation are  
9 resolved.

10  
11 (b) Suspension

12 (1) The County may determine that suspension of all or part of the  
13 project operations of Subrecipient for failure to fully comply with  
14 the terms and conditions of this Agreement may be warranted.  
15 By giving written notification of suspension and a notice to  
16 correct, Subrecipient agrees to abide by the terms of the notice  
17 and respond as directed. Said notice shall be effective upon  
18 receipt.

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

22 (3) Within ten working days, the Subrecipient shall reply in writing,  
23 setting forth the corrective actions that will be undertaken in  
24 resolving the reasons for suspension. Corrective actions are  
25 subject to County approval. Progress reports shall be submitted  
26 to County every thirty (30) calendar days thereafter until the  
27 reasons for suspension are resolved.  
28

1 (c) Rights and Remedies are Cumulative

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

8 (d) Request for Waivers and Waiver of Breach

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

18 **M. Dispute Resolution**

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

22 2. Mediation

23 Subrecipient and County agree that in the event of any controversy or dispute  
24 between County and Subrecipient arising out of this Agreement, regardless of  
25 the nature of the claim or dispute, whether in tort, contract, or otherwise, which  
26 are not adequately addressed by the County's informal and formal dispute  
27 resolution process, if applicable, shall be submitted to mediation. The Parties

1 shall jointly select a mediator acceptable to the Subrecipient and County. The  
2 mediation shall take place in Riverside County.

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

6 **3. Dispute Resolution Costs**

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

14 **N. General Provisions**

15 **1. Acceptance of Service of Process**

16  
17 In the event any legal action is commenced by the Subrecipient against the  
18 County, service of process on the County shall be made by personal service  
19 upon the Riverside County Clerk of the Board, or in such other manner as may  
20 be provided by law.

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

26 **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 May XX, 20XX. The Subrecipient assumes control  
11 and responsibility for all fiscal, financial and programmatic matters.  
12 Amendments shall be in writing and must be reviewed and stamp approved by  
13 the County's Deputy County Counsel and properly executed by both Parties'  
14 authorized signatories. The County shall have the right to reject Agreement  
15 modifications if such request represents expenses or obligations incurred prior  
16 to the 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.

1 Failure by either Party to approve a matter within the time provided for approval  
2 of the matter shall not be deemed a disapproval and failure by either Party to  
3 disapprove a matter within the time provided for approval of the matter shall  
4 not be deemed an approval.

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

14 **5. Binding Effect**

15 This Agreement, and the terms, provisions, promises, covenants and  
16 conditions hereof, shall be binding upon and shall inure to the benefit of the  
17 Parties hereto and their respective heirs, legal representatives, successors and  
18 assigns.

19 **6. Business Interruption**

20 In the event that a substantial portion of Subrecipient's operations are  
21 interrupted by war, fire, insurrection, labor problems, the elements,  
22 earthquakes or any other cause beyond Subrecipient's control, Subrecipient's  
23 obligations under this Agreement shall be suspended for the duration of the  
24 interruption provided Subrecipient provides County with written notice of such  
25 interruption including the commencement date. If a substantial portion of the  
26 services that Subrecipient has agreed to provide hereunder are interrupted for  
27 more than thirty (30) days, the County may terminate this Agreement upon  
28

1 providing ten (10) calendar days written notice to Subrecipient, and the  
2 Obligation Upon Termination set forth in **Section L.4** above shall apply.

3 7. Compliance with Laws and Regulations

4 The Subrecipient represents, warrants, and certifies that, in the performance  
5 of this Agreement, it shall comply with all applicable laws, rules, regulations  
6 and orders of the United States, State of California, and County of Riverside,  
7 and any other governmental agency with jurisdiction over the program and this  
8 Agreement, including the laws and regulations pertaining to labor, wages,  
9 hours. The Subrecipient further represents, warrants and certifies that it shall  
10 comply with any new, amended, or revised laws, regulations and/or procedures  
11 that apply to the performance of this Agreement. The judgment of any court of  
12 competent jurisdiction or the admission of Subrecipient in any action or  
13 proceeding against them, or any of them - whether County be a party thereto  
14 or not - that Subrecipient has violated any such ordinance or statute in the  
15 performance of this Agreement shall be conclusive of that fact as between  
16 County and Subrecipient.

16 8. Construction and Interpretation of Agreement

17 The language in all parts of this Agreement shall in all cases be construed  
18 simply, as a whole and in accordance with its fair meaning and not strictly for  
19 or against any Party. The Parties hereto acknowledge and agree that this  
20 Agreement has been prepared jointly by the Parties and has been the subject  
21 of arm's length and careful negotiation over a considerable period of time, that  
22 each Party has been given the opportunity to independently review this  
23 Agreement with legal counsel, and that each Party has the requisite experience  
24 and sophistication to understand, interpret, and agree to the particular  
25 language of the provisions hereof. Accordingly, in the event of an ambiguity or  
26 dispute regarding the interpretation of this Agreement, this Agreement shall not  
27 be interpreted or construed against the Party preparing it and instead other  
28 rules of interpretation and construction shall be utilized.

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

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

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

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

26 9. Venue and Jurisdiction

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

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10. Fraud and Abuse

The Subrecipient shall establish and implement appropriate internal management procedures to prevent fraud, abuse and criminal activity. Further, the Subrecipient shall establish a reporting process to ensure that the County is notified immediately of any allegation of WIOA-related fraud, abuse or criminal activity or any suspected or proven fraud, abuse or criminal acts committed by staff or Participants. If the allegation is of an emergency, operational, or fiscal nature, Subrecipient shall report such allegation in writing to the County within one (1) business day of becoming aware of such allegation. A comprehensive written report documenting the facts and circumstances of such incident shall be submitted to the County within one (1) business day. Refer to Riverside County Housing, Homelessness Prevention and Workforce Solutions Policy 10-10 Fraud and Abuse of WIOA Funds.

11. Grievance and Complaint System

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

12. Hold Harmless/Indemnification

Subrecipient shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, Boards and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials,

1 employees, agents and representatives (individually and collectively referred  
2 to as "Indemnitees") from any liability, action, claim or damage whatsoever,  
3 based or asserted upon any services of Subrecipient, its officers, employees,  
4 subcontractors, Contractors, agents or representatives arising out of or in any  
5 way relating to this Agreement, including but not limited to property damage,  
6 bodily injury, or death or any other element of any kind or nature. Subrecipient  
7 shall defend the Indemnitees at its sole expense, all costs and fees (including,  
8 but not limited, to attorney fees, cost of investigation, defense and settlements  
9 or awards) in any claim or action based upon such acts, omissions or services.

10 With respect to any action or claim subject to indemnification herein by  
11 Subrecipient, Subrecipient shall, at their sole cost, have the right to use counsel  
12 of their own choice and shall have the right to adjust, settle, or compromise any  
13 such action or claim without the prior consent of County; provided, however,  
14 that any such adjustment, settlement or compromise in no manner whatsoever  
15 limits or circumscribes Subrecipient indemnification to Indemnitees as set forth  
16 herein.

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

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

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

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

3 **13. Insurance**

4  
5 Without limiting or diminishing the Subrecipient's obligation to indemnify or hold  
6 the County harmless, Subrecipient shall procure and maintain or cause to be  
7 maintained, at its sole cost and expense, the following insurance coverages  
8 during the term of this Agreement. As respects to the insurance section only,  
9 the County herein refers to the County of Riverside, its Agencies, Districts,  
10 Special Districts, Boards, and Departments, their respective directors, officers,  
11 Board of Supervisors, employees, elected or appointed officials, agents or  
12 representatives as Additional Insureds.

13  
14 (a) **Worker's Compensation**

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

21 (b) **Commercial General Liability**

22 Commercial General Liability insurance coverage, including but not  
23 limited to, premises liability, unmodified contractual liability, products  
24 and completed operations liability, personal and advertising injury, and  
25 cross liability coverage, covering claims which may arise from or out of  
26 Subrecipient's performance of its obligations hereunder. Policy shall  
27 name the County as Additional Insured. Policy's limit of liability shall  
28 not be less than \$1,000,000 per occurrence combined single limit. If

1 such insurance contains an aggregate limit, it shall apply separately to  
2 this Agreement or be no less than two (2) times the occurrence limit.

3 (c) Vehicle Liability

4  
5 If vehicles or mobile equipment are used in the performance of the  
6 obligations under this Agreement, then Subrecipient shall maintain  
7 liability insurance for all owned, non-owned or hired vehicles so used in  
8 an amount not less than \$1,000,000 per occurrence combined single  
9 limit. If such insurance contains a general aggregate limit, it shall apply  
10 separately to this agreement or be no less than two (2) times the  
11 occurrence limit. Policy shall name the County as Additional Insureds  
12 or provide similar evidence of coverage approved by County's Risk  
13 Manager.

14 (d) General Provisions – All lines

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

21 The Subrecipient must declare its insurance, self-insured retention for  
22 each coverage required herein. In any such self-insured retention  
23 exceeds \$500,000 per occurrence each such retention shall have the  
24 prior written consent of the County's Risk Manager before the  
25 commencement of operation under this Agreement. Upon notification  
26 of self-insured retention unacceptable to the County, and at the election  
27 of the County's Risk Manager, Subrecipient's carrier shall either: 1)  
28 reduce or eliminate such self-insured retention as respects this



1 Agreement with the County, or 2) procure a bond which guarantees  
2 payment of losses and related investigations, claims administration,  
3 and defense costs and expenses.

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

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

28 It is understood and agreed to by the Parties hereto that the  
Subrecipient's insurance shall be construed as primary insurance, and

1 the County's insurance and/or deductibles and/or self-insured  
2 retention's or self-insured programs shall not be construed as  
3 contributory.

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

13 Subrecipient shall pass down the insurance obligations contained  
14 herein to all tiers of subcontractors and Contractors working under this  
15 Agreement.

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

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

21 14. Integration of Entire Agreement and Waivers

22  
23 This Agreement, including all of the Exhibits attached hereto, constitutes the  
24 entire understanding and Agreement of the Parties. This Agreement  
25 integrates all of the terms and conditions mentioned herein or incidental  
26 hereto, and supersedes all negotiations or previous agreements between the  
27 Parties with respect to all or any part of the subject matter hereof. No verbal  
28

1 commitment or conversation with any officer, agent or employee of either  
2 Party shall affect or modify any of the terms and conditions of this Agreement.

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

6  
7 **15. Intellectual Property**

8 In any Agreement funded in whole or in part by the federal government, the  
9 County may acquire and maintain the intellectual property rights, title and  
10 ownership, which results directly or indirectly from the Agreement, except as  
11 provided in 37 CFR Part 401.14. However, pursuant to the Uniform guidance  
12 2 CFR part 200 and DOL exceptions 2 CFR Part 2900, the federal government  
13 shall have a royalty-free, nonexclusive, irrevocable, paid-up license  
14 throughout the world to use, duplicate or dispose of such intellectual property  
15 throughout the world in any manner for governmental purposes and to have  
and permit others to do so.

16  
17 **16. Inventions, Patents and Copyrights**

18 If any project produces patentable items, patent rights, processes or inventions  
19 in the course of work under a Department of Labor (DOL) grant or agreement,  
20 the Subrecipient shall report the fact promptly and fully to the County. The  
21 County shall report the fact to the Grant Officer at DOL. Unless there is a prior  
22 agreement between the County and the DOL or its representative on these  
23 matters, DOL shall determine whether to seek protection on the invention or  
24 discovery. DOL or its representative shall determine how the rights in the  
25 invention or discovery, including rights under any patent issued thereon, will be  
26 allocated and administered in order to protect the public interest consistent with  
27 the following Patent Policy found at 29 CFR 95.36 and 29 CFR 97.34:  
28

1 Unless otherwise provided, when copyrighted material is developed in the  
2 course of or under this Agreement, the County may permit which developed  
3 the work are free to copyright material or to permit others to do so. The County  
4 and the Workforce Development Board shall have a royalty-free, non-exclusive  
5 and irrevocable license to reproduce, publish, and use and to authorize others  
6 to use all copyrighted material.

7 If any material developed in the course of or under a DOL Grant or Agreement  
8 is copyrighted, DOL shall have a royalty-free, non-exclusive, and irrevocable  
9 right to reproduce, publish and otherwise use and to authorize other entities to  
10 use the work for government purposes.

11 17. Labor Standards

- 12 (a) The Subrecipient shall comply with the Labor Code of California, the  
13 Child Labor Laws in California, the Child Labor Standard Act and all  
14 other applicable statutes, ordinances and regulations with respect to  
15 employment, wages, hours of labor, and industrial safety (if applicable).
- 16 (b) Conditions of employment or training shall be appropriate and  
17 reasonable in light of such factors as the type of work, geographical  
18 region, age and proficiency of the Participant.
- 19 (c) Health and safety standards established under State, Federal and local  
20 law, otherwise applicable to working conditions of employees, shall be  
21 equally applicable to working conditions of Participants. With respect  
22 to any Participant in a program conducted under this Agreement who  
23 is engaged in activities that are not covered by health and safety  
24 standards under OSHA of 1970, the Subrecipient shall prescribe by  
25 regulation, such standards as may be necessary to protect the health  
26 and safety of such Participants.
- 27
- 28

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

15 18. No Duplication of Services

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

21 19. Non-liability of County Officials and Employees

22 No member, official, agent, legal counsel or employee of County shall be  
23 personally liable to Subrecipient, or any successor in interest in the event of  
24 any default or breach by County or for any amount which may become due to  
25 Subrecipient or on any obligation under the terms of this Agreement.  
26  
27  
28



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

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

7 **24. Permits and Licenses**

8  
9 The Subrecipient shall obtain and pay for all permits and licenses necessary  
10 for the performance of this Agreement. The County is not permitted to waive  
11 any fees for services except as otherwise required by law. Subrecipient shall  
12 comply with all State or other licensing requirements, including but not limited  
13 to the provisions of Chapter 9 of Division 3 of the Business and Professions  
14 Code. All licensing requirements shall be met at the time proposals are  
15 submitted to the County. Subrecipient warrants that it has all necessary  
16 permits, approvals, certificates, waivers and exemptions necessary for  
17 performance of this Agreement as required by the laws and regulations of the  
18 United States, the State of California, the County of Riverside and all other  
19 governmental agencies with jurisdiction; Subrecipient shall maintain these  
20 throughout the term of this Agreement and agrees that all service(s) will be  
21 performed by properly trained and licensed staff.

22 **25. Press Releases/Published Announcements**

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

26. Prohibited Activities

- 1
- 2 (a) The Subrecipient will assure that no funds under this Agreement shall
- 3 be used to assist, promote or deter union organizing activities.
- 4 (b) No funds provided under this Agreement shall be used, or proposed for
- 5 use, to encourage or induce the relocation of a business or part of a
- 6 business if such relocation would result in a loss of employment for any
- 7 employee of such business at the original location and such original
- 8 location is within the United States.
- 9 (c) The Subrecipient is prohibited from using funds under this Agreement
- 10 for the purpose of instituting legal proceedings or legal disputes against
- 11 the County, the Grantor, the Department of Labor or its official
- 12 representatives.
- 13 (d) No person or organization may charge an individual a fee for the
- 14 placement or referral of the individual in or to a workforce system
- 15 training program.
- 16 (e) No funds provided under the Act shall be used for employment
- 17 generating activities, economic development and other similar
- 18 activities, investment in revolving loan funds, capitalization of
- 19 businesses, investment in contract bidding resource centers, and
- 20 similar activities that are not directly related to training for eligible
- 21 individuals under WIOA. Nor shall any funds from this Agreement be
- 22 used for foreign travel.
- 23 (f) No funds under WIOA may be used for Public Service Employment
- 24 (PSE), except to provide disaster relief employment.
- 25 (g) This Agreement will not result in the displacement of currently
- 26 employed workers (including partial displacement, such as reduction in
- 27 the hours of non-overtime work, wages or employment benefits). The
- 28 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.



- 1 (h) No funds provided under this Agreement shall be used or proposed for  
2 use to encourage or induce relocation if it would result in a loss of  
3 employment for any employee of such business at the original location  
4 and such original location is within the United States.  
5 (i) No funds, materials, property, services and Participant shall be used  
6 for, or employed on, the construction, operation or maintenance of any  
7 facility as is used for sectarian instruction or as a place for religious  
8 worship.

9  
10 **27. Standards of Conduct**

- 11 (a) Every reasonable course of action shall be taken by the Subrecipient in  
12 order to maintain the integrity of the expenditure of public funds and to  
13 avoid favoritism and questionable or improper conduct. This  
14 Agreement shall be administered by the Subrecipient in an impartial  
15 manner, free from efforts to gain personal, financial or political gain.  
16 The Subrecipient agrees to conform to the nondiscrimination  
17 requirements set forth in WIOA.  
18 (b) Avoidance of conflict of economic interest: an executive or employee of  
19 the Subrecipient who is an elected official in the area or a member of  
20 the Local Board shall not solicit or accept money and/or any other  
21 consideration from a third person, for the performance of an act  
22 reimbursed in whole or part by the Subrecipient: Supplies materials,  
23 equipment or services purchased with WIOA agreement funds will be  
24 used solely for purposes allowed under this Agreement. No member of  
25 the Local Board shall cast a vote on the provision of services related to  
26 or arising out of this Agreement by that member or any other  
27 organization, which that member represents or vote on any matter  
28 which would provide direct financial benefit to that member or  
immediate family of the member or any business or organization which  
the member directly represents. The Subrecipient will establish and

1 maintain written standards of conduct covering conflicts of interest and  
2 governing the performance of their employees engaged in the  
3 selection, award and administration of contracts. Subrecipient hereby  
4 assures that it will establish safeguards to prohibit employees from  
5 using a position for a purpose that gives the appearance of being  
6 motivated by a desire for private gain for themselves or others,  
7 particularly those with whom they have business or other ties.

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

20 (d) The Subrecipient shall insure that any of its employees who were  
21 formerly employed by the County of Riverside Housing, Homelessness  
22 Prevention and Workforce Solutions /Workforce Development Division  
23 ("EDA/WDD") in a position that could have enabled such individuals to  
24 impact policy regarding or implementation of programs covered by this  
25 Agreement, will not be assigned to any part or phase of the activities  
26 conducted pursuant to this Agreement for a period of not less than two  
27 years following the termination of such employment.

28 (e) The Subrecipient shall insure that no relative by blood, adoption or  
marriage of any executive or employee of the Subrecipient, will receive

1 favorable treatment when considered for enrollment in programs  
2 provided by or employment under this Agreement.

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

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

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

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

27 (i) The Subrecipient assures that no member of its Board, officer or  
28 employee or the Subrecipient shall have any interest, direct or indirect,  
in any contract or subcontract or the proceeds for work to be performed

in connection with this program during his/her tenure as such employee, officer or member of the Board.

- (j) Prior to obtaining the County approval of any subcontract, the Subrecipient shall disclose to the County any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate families with the proposed subcontractor and its officers, directors or employees.
- (k) The Subrecipient warrants that it has not paid, and will not pay, to any third person any money or other consideration for obtaining this Agreement.

28. Use of Any Photo or Image

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

29. Applicable Websites

Agency	Web Site
Riverside County Housing, Homelessness Prevention and Workforce Solutions/Workforce Development Division/Policies	<a href="http://www.nvcoworkforce.com/ProgramResources/Policies.aspx">http://www.nvcoworkforce.com/ProgramResources/Policies.aspx</a>
Riverside County Board of Supervisors	<a href="https://countyofriverside.us/aboutthecounty/boardofsupervisors.aspx">https://countyofriverside.us/aboutthecounty/boardofsupervisors.aspx</a>
Department of Labor Employment Administration	<a href="http://www.doleta.gov">http://www.doleta.gov</a>
Employment Development Department	<a href="http://www.edd.ca.gov/">http://www.edd.ca.gov/</a>
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards	<a href="https://www.federalregister.gov/articles/2013/12/26/2013-30465/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</a>

1 **O. Assurances and Certifications**

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

- 3
- 4 1. WIOA Subrecipient shall comply with all applicable terms and provisions  
5 contained in the Workforce Innovation and Opportunity Act of 2014, Public Law  
6 113-128.
- 7 2. Affirmative Action Compliance Program of the County of Riverside (known as  
8 the Riverside County Minority/Women Business Enterprise [M/WBE] Policy)  
9 and rules and regulations adopted pursuant thereto, Executive Orders 11246,  
10 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964,  
11 the Provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies  
12 to Department of Labor (DOL) job training programs, the California Fair  
13 Employment Practice Act, California Public Contracts Code 2000, and other  
14 applicable federal, state and county laws, regulations and policies relating to  
15 equal employment and contracting opportunities, including laws and  
16 regulations hereinafter enacted.
- 17 3. Anti-Kickback Act (1986) prohibits any payment or gratuity made for the  
18 purpose of inducing award of a subcontract or prime contract with the federal  
19 government.
- 20 4. Child Support Compliance Act enforces the importance of the child and family  
21 support obligations and shall fully comply with applicable state and federal laws  
22 relating to child and family support enforcement, including, but not limited to,  
23 disclosure of information and compliance with earning assignment orders, as  
24 provided in Chapter 8, section 5200 of Part 5 of Division 9 of the Family Code,  
25 and that to the best of its knowledge is fully complying with earnings  
26 assignment order of all employees and is providing names of all new  
27 employees to the New Employee Registry maintained by EDD.
- 28 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

1 Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200,  
2 Appendix I that the prospective participant, to the best of its knowledge and  
3 belief, that it and its principals: are not presently debarred, suspended,  
4 proposed for debarment, declared ineligible, or voluntarily excluded from  
5 covered transactions by any federal department or agency; have not within a  
6 three-year period preceding this Agreement been convicted of or had a civil  
7 judgment rendered against them for commission of fraud or a criminal offense  
8 in connection with obtaining, attempting to obtain, or performing a public  
9 (federal, state or local) transaction or contract under a public transaction;  
10 violation of federal or state antitrust statutes or commission of embezzlement,  
11 theft, forgery, bribery, falsification, or restrictions of records, making false  
12 statements, or receiving stolen property; are not presently indicted for or  
13 otherwise criminally or civilly charged by a government entity (federal, state or  
14 local) with commission of any of the offenses enumerated above; have not  
15 within a three-year period preceding this Agreement had one or more public  
16 transactions (federal, state or local) terminated for cause of default. Where the  
17 Subrecipient is unable to certify to any of these statements in this certification  
18 such prospective entity shall immediately notify the County before signing the  
19 Agreement.

- 20 7. Drug Free Workplace Subrecipient shall comply with the requirements of the  
21 Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by  
22 taking the following actions: publish a statement notifying employees that  
23 unlawful manufacture, distribution, dispensation, possession, or use of a  
24 controlled substance is prohibited and specifying actions to be taken against  
25 employees for violations; establish a Drug-Free Awareness Program to inform  
26 employees about the following:
- 27 a. The dangers of drug abuse in the workplace;
  - 28 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

- a. Clean Air Act (42 U.S.C. 7401-7671q.); Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to 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 amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient ensures that it complies with all applicable standards, order, or requirements under the Clean Air Act, the Federal Water Pollution Control Act, Executive Order 11738, and EPA regulations. The authorized representative, in signing this Agreement, certifies that he/she has read and that his/her agency is in compliance with all terms.
- b. Energy Policy and Conservation Act – Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- c. Air or Water pollution Violation – Subrecipient shall not be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air 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.

9. Fair Labor Standards Act (1938) provides minimum wage and overtime requirements. Under FLSA, all non-exempt employees are entitled to cash

1 overtime for all hours worked over 40 in a workweek. The Act, as amended by  
2 the Minimum Wage Increase Act of 1996, is enforced by the Wage and Hour  
3 Division of the Department of Labor and private lawsuits.

4 10. Family Educational Rights and Privacy Act of 1974 and related state law and  
5 regulations require the proper disclosure of individually identifiable records. All  
6 state and County information is confidential when it identifies an individual or  
7 an employing unit. Confidential information requires special precautions such  
8 as, but not limited to, locked files, computer passwords, and assigned staff  
9 access, to protect it from loss, unauthorized use, access, disclosure,  
10 modification and destruction.

11 11. Family and Medical Leave Act (1993) requires that employers, with 50 or  
12 more employees, provide up to 12 weeks of unpaid leave, with any 12-month  
13 period, to employees for the care of a newborn or adopted child, for the care  
14 of a seriously ill family member, or for treatment and care of the employee's  
15 own serious medical condition. The Act is enforced by the Wage and Hour  
16 Division of the Department of Labor.

17 12. Immigration Reform and Control Act (1986) requires employers to verify that  
18 applicants for employment are authorized to work in the United States. The  
19 Act provides civil and criminal penalties for knowingly employing unauthorized  
20 aliens and prohibits discrimination based on national origin or citizenship if the  
21 alien is authorized to work. The Act is enforced by the Department of Justice  
22 and the Department of Homeland Security.

23 13. Jobs for Veterans Act (Public Law 107-288): By signing this Agreement, the  
24 Subrecipient hereby assures and certifies that it will comply with the provisions  
25 of this Act and establish a priority for service for veterans (and some spouses)  
26 who otherwise meet the eligibility requirements for participation in the program.

27 14. Military Selective Service Act ("MSSA") shall be insured by the Secretary that  
28 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.



1       15.    False Claims Act ("FCA") provides, in pertinent part, that: (a) Any person who  
2           (1) knowingly presents, or causes to be presented, to an officer or employee  
3           of the United States Government or a member of the Armed Forces of the  
4           United States a false or fraudulent claim for payment or approval; (2) knowingly  
5           makes, uses, or causes to be made or used, a false record or statement to get  
6           a false or fraudulent claim paid or approved by the Government; (3) conspires  
7           to defraud the Government by getting a false or fraudulent claim paid or  
8           approved by the Government; or (4) knowingly makes, uses, or causes to be  
9           made or used, a false record or statement to conceal, avoid, or decrease an  
10          obligation to pay or transmit money or property to the Government; is liable to  
11          the United States Government for a civil penalty of not less than \$5,000 and  
12          not more than \$10,000, plus 3 times the amount of damages which the  
13          Government sustains because of the act of that person. (b) For purposes of  
14          this section, the terms "knowing" and "knowingly" mean that a person, with  
15          respect to information (1) has actual knowledge of the information; (2) acts in  
16          deliberate ignorance of the truth or falsity of the information; or (3) acts in  
17          reckless disregard of the truth or falsity of the information, and no proof of  
18          specific intent to defraud is required. While the False Claims Act imposes  
19          liability only when the claimant acts "knowingly," it does not require that the  
20          person submitting the claim have actual knowledge that the claim is false. A  
21          person, who acts in reckless disregard or in deliberate ignorance of the truth  
22          or falsity of the information, also can be found liable under the Act. In sum, the  
23          False Claims Act imposes liability on any person who submits a claim to the  
24          federal government that he or she knows (or should know) is false. The False  
25          Claims Act also imposes liability on an individual who may knowingly submit a  
26          false record in order to obtain payment from the government. The third area of  
27          liability includes those instances in which someone may obtain money from the  
28          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

1 or settlement. Section 3730(d)(1) of the FCA provides, with some exceptions,  
2 that a qui tam relator, when the Government has intervened in the lawsuit, shall  
3 receive at least 15 percent but not more than 25 percent of the proceeds of the  
4 FCA action depending upon the extent to which the relator substantially  
5 contributed to the prosecution of the action. When the Government does not  
6 intervene, section 3730(d)(2) provides that the relator shall receive an amount  
7 that the court decides is reasonable and shall be not less than 25 percent and  
8 not more than 30 percent. The FCA provides protection to *qui tam* relators  
9 who are discharged, demoted, suspended, threatened, harassed, or in any  
10 other manner discriminated against in the terms and conditions of their  
11 employment as a result of their furtherance of an action under the FCA. 31  
12 U.S.C. 3730(h).

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

18 17. Nondiscrimination Clause the conduct of the Parties to this Agreement shall  
19 comply with Title VI of the Civil Rights Act of 1964 and the Rules and  
20 Regulations promulgated under the provision of WIOA, Section 188. As a  
21 condition to the award of financial assistance from the Department of Labor  
22 under Title I of WIOA, the Subrecipient assures that it will comply fully with the  
23 nondiscrimination and equal opportunity provision of the following laws: The  
24 nondiscrimination and equal opportunity provisions found in Section 188 of  
25 WIOA and 29 CFR Part 38 prohibition of discrimination on the basis of race,  
26 color, religion, sex (including pregnancy, childbirth, and related medical  
27 conditions, transgender status, and gender identity), national origin (including  
28 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

1 Activity; Title VI of the Civil Rights Act of 1964, as amended, which prohibits  
2 discrimination on the basis of race, color and national origin; Section 504 of the  
3 Rehabilitation Act of 1973, as amended, which prohibits discrimination against  
4 qualified individual with disabilities; The Age Discrimination Act of 1975, as  
5 amended, which prohibits discrimination on the basis of age; and Title IX of the  
6 Education Amendments of 1972, as amended, which prohibits discrimination  
7 on the basis of sex in educational programs. The Subrecipient assures that it  
8 will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR  
9 Part 2900 and all other regulations implementing the laws listed above. This  
10 assurance applies to the Subrecipient's operation of the WIOA Title I-  
11 Financially Assisted Program or Activity, and to all agreements that the grant  
12 applicant makes to carry out the WIOA Title – Financially Assisted Program or  
13 Activity. The Subrecipient will comply fully with the nondiscrimination and  
14 equal opportunity provisions of the WIOA and acknowledge the government's  
15 right to seek judicial enforcement of the nondiscrimination assurance. The  
16 Subrecipient will conform to nondiscrimination provisions of the WIOA and  
17 other federal nondiscrimination requirement as referred to in WIOA Section  
18 188. WIOA Sec. 184 (f): Discrimination Against Participants: If the County  
19 determines that any recipient under WIOA Title I has discharged or in any other  
20 manner discriminated against a Participant or against any individual in  
21 connection with the administration of the program involved, or against any  
22 individual because such individual has filed any complaint or instituted or  
23 caused to be instituted any proceeding under or related to WIOA Title I, or has  
24 testified or is about to testify in any such proceeding or investigation under  
25 or related to WIOA Title I, or otherwise unlawfully denied to any individual a  
26 benefit to which that individual is entitled under the provision of WIOA Title I or  
27 the County's regulations, the County shall, within thirty (30) days, take such  
28 action or order such corrective measures, as necessary, with respect to the  
recipient or the aggrieved individual, or both.

18. The Subrecipient assures that it has an Equal Employment Opportunity  
("EEO") policy that complies with the nondiscrimination and equal opportunity

1 provisions of WIOA and its implementing regulations. Subrecipient assures  
2 that its EEO policy covers staff and Participants served under this Agreement  
3 and that it does not discriminate, on the basis of race, color, religion, sex  
4 (including pregnancy, childbirth, and related medical conditions, transgender  
5 status, and gender identity), national origin (including Limited English  
6 Proficiency), age, disability, political affiliation or belief, or - for beneficiaries,  
7 applicants, and Participants only- on the basis of citizenship status or  
8 participation in a WIOA Title I-Financially Assisted Program or Activity, in the  
9 selection of Participants and staff personnel. The policy shall cover, but not be  
10 limited to, the following: employment, promotion, demotion or transfer,  
11 recruitment or recruitment advertising, layoff or termination, rates of pay or  
12 other forms of compensation and selection for training. The Subrecipient will  
13 take action to ensure that applicants, Participants or employees are treated  
14 during training/employment without regard to race, color, religion, sex  
15 (including pregnancy, childbirth, and related medical conditions, transgender  
16 status, and gender identity), national origin (including Limited English  
17 Proficiency), age, disability, political affiliation or belief or - for beneficiaries,  
18 applicants, and Participants only- on the basis of citizenship status or  
19 participation in a WIOA Title I-Financially Assisted Program or Activity. Such  
20 action shall include, but not be limited to, the following: employment,  
21 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff  
22 or termination, rates of pay or other forms of compensation and selection for  
23 training, including apprenticeship. The Subrecipient agrees to post, in  
24 conspicuous places available to employees and applicants for employment  
25 and/or training, notices setting forth the provision of this nondiscrimination  
26 clause. In the event of the Subrecipient's noncompliance with the  
27 nondiscrimination clauses of this Agreement or with any of such rules,  
28 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

1 Employment Opportunities Act of 1972 and the amendments to the Civil Rights  
2 Act of 1991.

3 19. Occupational Safety and Health Act (1970) requires all employers to provide a  
4 work place that is free from recognized hazards that cause, or are likely to  
5 cause, death or serious physical harm to employees. The Act also establishes  
6 the Occupational Safety and Health Administration that is responsible for  
7 promulgating workplace safety standards and regulations for various  
8 industries. The Act is enforced by the Occupational Safety and Health  
9 Administration.

10 20. Political Reform Act (of 1974, amended in 1996) requires each state and local  
11 agency to adopt a conflict of interest code. Conflict of interest codes are  
12 required to prohibit officials of any state or local government agency from  
13 making, participating or in any way attempting to use their official position to  
14 influence a governmental decision in which the official knows or has reason to  
15 know that he or she has a financial interest.

16 21. Sectarian Activities are not permitted and does not provide for the  
17 advancement or aid to any religious sect, church or creed, or sectarian purpose  
18 nor does it help to support or sustain any school, college, university, hospital  
19 or other institution controlled by any religious creed, church or sectarian  
20 denomination whatsoever, as specified by Article XVI, Section 5, of the  
21 Constitution regarding separation of church and state.

22 22. Vietnam Era Veteran's Readjustment Assistance Act (1974) makes it unlawful  
23 for employers to discriminate against veterans of the Armed Forces in their  
24 employment practices. It also provides veterans with certain reemployment,  
25 seniority, health benefit, and pension rights with respect to prior employment.

26 23. Whistleblower Protection Statutes (1989) protect employees of financial  
27 institutions and government Subrecipients from discriminatory and retaliatory  
28 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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**P. Definitions**

- **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 8<sup>th</sup> 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,

Agreement Number: PY 2021/2022-**<Insert City>**  
WIOA Youth Subgrant **<Insert Number>**/PY 2020-2021  
Catalog of Federal Domestic Assistance (CFDA) # **<Insert Number>**

listening, problem solving, reasoning and the capacity to use these skills. Remedial training should measurably increase the individual's level above the 8<sup>th</sup> grade.

1  
2 • Career Pathway

The term "career pathway" means a combination of rigorous and high-quality education, training, and other services that

3 a) aligns with the skill needs of industries in the economy of the State or regional economy involved;

4 b) prepares an individual to be successful in any of a full range of  
5 secondary or postsecondary education options, including apprenticeships registered  
6 under the Act of August 16, 1937 (commonly known as the "National Apprenticeship  
7 Act"; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.);

8 c) includes counseling to support an individual in achieving the  
9 individual's education and career goals;

10 d) includes, as appropriate, education offered concurrently with and in the same  
11 context as workforce preparation activities and training for a specific occupation or  
12 occupational cluster; same context as workforce preparation activities and training for  
13 a specific occupation or occupational cluster;

14 e) organizes education, training, and other services to meet the particular needs of an  
15 individual in a manner that accelerates the educational and career advancement of  
16 the individual to the extent practicable;

17 f) enables an individual to attain a secondary school diploma or its  
18 recognized equivalent and at least 1 recognized postsecondary credential;

19 g) helps an individual enter or advance within a specific occupation or  
20 occupational cluster.

21 • Career Planning

The term "career planning" means the provision of a client-centered approach in the  
22 delivery of services, designed to a) prepare and coordinate comprehensive  
23 employment plans, such as service strategies, for Participants to ensure access to  
24 necessary workforce investment activities and supportive services, using, where  
25 feasible, computer-based technologies; and b) provide job, education, and career  
26 counseling, as appropriate during program participation and after job placement.

27 • Case Management

The provision of a client-centered approach in service delivery to

28 a) prepare and coordinate comprehensive service strategies for  
29 Participants; b) ensure access to necessary workforce innovation opportunity  
30 activities and supportive services, using, where feasible, computer-based  
31 technologies; c) provide job and career counseling during program participation and  
32 after job placement.

33 • Classroom Training

Training conducted in a classroom setting designed to train Participants in specific  
34 skills and/or vocation.

35 • Co-enrollment

Participants, 18-24, who simultaneously receive services in both the Youth and the  
36 Adult WIOA program.

37 • Community-Based  
38 Organization

The term "community based organization" means a private nonprofit organization  
39 (which may include a faith-based organization), that is representative of a community

Agreement Number: PY 2021/2022-**<Insert City>**  
WIOA Youth Subgrant **<Insert Number>**/PY 2020-2021  
Catalog of Federal Domestic Assistance (CFDA) # **<Insert Number>**

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 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.



Agreement Number: PY 2021/2022-**<Insert City>**  
WIOA Youth Subgrant **<Insert Number>**/PY 2020-2021  
Catalog of Federal Domestic Assistance (CFDA) # **<Insert Number>**

- 1 • Individual with a Barrier to Employment This term means a member of one or more of the following populations:
  - 2 a) Displaced homemakers.
  - 3 b) Low-income individuals.
  - 4 c) Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166.
  - 5 d) Individuals with disabilities, including youth who are individuals with disabilities.
  - 6 e) Older individuals.
  - 7 f) Ex-offenders.
  - 8 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))).
  - 9 h) Youth who are in or have aged out of the foster care system.
  - 10 i) Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
  - 11 j) Eligible migrant and seasonal farmworkers, as defined in section 167(i).
  - 12 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.).
  - 13 l) Single parents (including single pregnant women).
  - 14 m) Long-term unemployed individuals.
  - 15 n) Such other groups as the Governor involved determines to have barriers to employment.
- 16 • 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).
- 17 • 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.
- 18 • 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:
  - 19 a) Basic skills deficient.
  - 20 b) An English language learner.
  - 21 c) An offender.
  - 22 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.
  - 23 e) Pregnant or parenting.
  - 24 f) A youth who is an individual with a disability.
  - 25 g) An individual who requires additional assistance to complete an educational program or to secure or hold employment.
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Agreement Number: PY 2021/2022-**<Insert City>**  
WIOA Youth Subgrant **<Insert Number>**/PY 2020-2021  
Catalog of Federal Domestic Assistance (CFDA) # **<Insert Number>**

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- **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
    - d) organizational and teamwork training, including team leadership training
    - e) training in decision-making, including setting priorities
    - citizenship training, including skills training such as parenting, work behavior training and budgeting of resources.
  - **Literacy** The ability to read, write, and speak in English, compute and solve problems, at the levels of proficiency necessary to function on the job, in the family of the individual and in society.
  - **Low Income Individual** An individual who meets at least one of the following criteria:
    - a) Receives (or has received in past 6 months) or is a member of a family that receives (or has received in last 6 months) assistance via SNAP, TANF or the supplemental income program of the Social Security Act.
    - b) Is in a family with total family income that does not exceed the higher of the poverty line or 70% of the lower living standard income level.
    - c) Qualifies as a homeless individual, as defined in the Violence Against Women Act of 1994 or the Stewart B. McKinney Homeless Assistance Act.
    - d) Receives or is eligible to receive free or reduced price lunch.
    - e) Is a foster child on behalf of whom State or local government payments are made.
    - f) Is an individual with a disability who meets the income requirements of the program, but is a member of a family whose income does not meet income requirements.
    - g) Further, for the purposes of determining youth participant eligibility, "low-income" also includes youth living in a "high-poverty area."
  - **Lower Living Standard Income Level** This term means that income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget issued by the Secretary.
  - **Non-Traditional Employment** This term refers to occupations or fields of work, for which individuals from the gender involved comprise less than 25 percent of the individuals employed in each such occupation or field of work.
  - **Occupational Skills Training** Training that includes apprenticeship programs and/or training opportunities in local growth industries.
  - **Offender** Any juvenile:
    - (a) who is or has been subject to any stage of the criminal justice process, for whom services under this Act may be beneficial; or

Agreement Number: PY 2021/2022-**<Insert City>**  
WIOA Youth Subgrant **<Insert Number>**/PY 2020-2021  
Catalog of Federal Domestic Assistance (CFDA) # **<Insert Number>**

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- (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.
- **Performance Measures** Indicators that measure program outcomes and performance imposed by the Department of Labor and State of California on EDA and its WIOA Subrecipients.
- **Pre-employment/Work Maturity Skills** The skills that assist a youth to find and keep employment, such as, resume writing, completing job applications, interviewing techniques, how to dress for a job, punctuality and attendance, attitudes/behavior, task completion, etc.
- **Program Activities** Direct or indirect services provided by a Subrecipient, collaborative or outside agency, designed to achieve youth program outcomes. Examples are adult mentoring, client management, computer literacy training, work experience, etc.
- **Program Elements** WIOA Section 129(c)(2) includes 14 program elements. In order to support the attainment of a secondary school diploma or its recognized equivalent; entry into

Agreement Number: PY 2021/2022-**<Insert City>**  
WIOA Youth Subgrant **<Insert Number>**/PY 2020-2021  
Catalog of Federal Domestic Assistance (CFDA) # **<Insert Number>**

postsecondary education; entry into training; attainment of a recognized postsecondary credential; career readiness for Participants; and placement in employment, the program shall provide elements consisting of the following:

- a) Tutoring, study skills training, instruction, evidence-based dropout prevention and recovery strategies leading to secondary school completion or equivalent, or to recognized postsecondary credential.
- b) Alternative secondary school services or dropout recovery services.
- c) Paid and unpaid work experiences, including summer and year-round employment opportunities, pre-apprenticeships, internships, job shadowing, and on-the-job training opportunities.
- d) Occupational skills training, with priority given to programs leading to recognized postsecondary credentials aligned with in-demand industry sectors/occupations.
- e) Education offered concurrently and in the same context as workforce preparation activities and training for specific occupation or occupational cluster.
- f) Leadership activities, including community service, peer-centered activities encouraging responsibility and other positive social/civic behaviors.
- g) Supportive Services.
- h) Adult Mentoring for at least 12 months.
- i) Follow-up Services for at least 12 months after Exit.
- j) Comprehensive Guidance and counseling.
- k) Financial Literacy Education.
- l) Entrepreneurial Skills Training.
- m) Labor market and employment information about in-demand industry sectors.
- n) Preparation for transition to postsecondary education/training.

- **Program Exit Date** Determined by CALJOBS. Typically counted when a Participant does not receive any WIOA-funded or non-WIOA funded partner service for 90 days and is not scheduled for future services except follow-up services; represents the last day on which Participant receives service funded by the program or a partner program. The term "exit" is also used to determine when to count an individual in a specified reporting period. Each individual becomes part of an exit cohort, a group who is determined to be "exitors" within a particular quarter and are looked at together for performance measurement purposes
- **Completion of an Industry Recognized Certificate, or a Post-Secondary Credential** This term means a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State involved or Federal Government, or an Associate or Baccalaureate degree.
- **School Dropout** A school dropout is defined as an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.
- **Special Rule** The term "low income", used with respect to an individual, also includes a youth living in a high-poverty area.
- **Subcontract** A legal agreement whereby an organization agrees to provide services, activities or materials necessary to fulfill the agreement.
- **Subrecipient** A Subrecipient is a legal entity to which a subaward is made and which is accountable to the recipient for use of the funds provided. Characteristics of a Subrecipient are

Agreement Number: PY 2021/2022-**<Insert City>**  
WIOA Youth Subgrant **<Insert Number>**/PY 2020-2021  
Catalog of Federal Domestic Assistance (CFDA) # **<Insert Number>**

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.

- **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.
- **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 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.
- **Service Contract (SC)** 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.

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[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  
4 **COUNTY:**

5 The COUNTY OF RIVERSIDE, a political  
6 subdivision of the State of California, by  
7 and through its Housing, Homelessness  
8 Prevention and Workforce Solutions,  
9 Workforce Development Division

**SUBRECIPIENT:**

<Insert Entity>,  
<Insert Legal Entity>

10 Signature: \_\_\_\_\_

11 Print Name: Carrie Harmon

12 Title: Director of Workforce Development

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

Signature: \_\_\_\_\_

Print Name:

Title: Executive Director

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

14  
15  
16 APPROVED AS TO FORM:

17 Gregory P. Priamos

18 County Counsel

19  
20  
21  
22  
23  
24 By: \_\_\_\_\_

25 Lisa Sanchez

26 Deputy County Counsel

**Exhibit 1 - Scope of Work**

1  
2 **Agency Name** (“Subrecipient”), shall perform the following services and work, in connection  
3 with the Workforce Innovation and Opportunity Act (“WIOA”) Cost Reimbursement Agreement  
4 (Program Year 2021/2022 Year-Round Youth Services), between the County of Riverside  
5 (“County”) and **Agency Name**:

6  
7 **1. Background**

8 The Subrecipient has committed to managing the Service Area as listed under **Section**  
9 **B.**, Description of Services, to provide high quality services for youth and young adults  
10 beginning with career exploration and guidance, continued support for educational  
11 attainment, opportunities for skills training in in-demand industries and occupations,  
12 and culminating with a good job along a career pathway or enrollment in post-  
secondary education.

13 **2. Quality Assurance Certification**

14 The County requires each Youth Service Provider to implement a Continuous Quality  
15 Assurance System to ensure the WIOA Youth Program delivers high quality services  
16 to its customers. The program must be evaluated and certified as meeting or  
17 exceeding the established quality standards by an independent Quality Assurance  
18 Agency within thirty (30) days of contract award. If not already certified, Youth Service  
19 Providers must be certified within six (6) months of contract award or provide status of  
20 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.

21 **3. Service Area/Hours of Operation**

22 **Agency**

23 **Address**

24 **City/state/zip**

25 **Phone:**

26 **Fax:**

27 **Email address:**

28 **Hours of Operation: Monday – Friday,**



From 8:00 a.m. 5:00 –p.m.

1  
2 **4. Target Population**

3 The purpose of this Agreement is to provide programs services to eligible youth, ages  
4 16-24, (16-21 for in-school youth (ISY) and 16-24 for out-of-school youth (OSY), on a  
5 year-round basis (July 1, 20XX through June 30, 20XX). **Exhibit 2** of this Agreement  
6 contains the current enrollment plan.

7 **5. Program Components**

8 a) Intake and Eligibility

9 The Subrecipient shall follow the eligibility criteria set forth in the Riverside  
10 County Housing, Homelessness Prevention and Workforce Solutions-  
11 Workforce Development Division WIOA Youth Program Policies & Procedures  
12 Manual (19-01). Additional guidelines for WIOA Youth Enrollment,  
13 Comprehensive Assessment and Individual Service Strategy (“ISS”) are also  
14 included in the aforementioned manual.

15 b) Assessment

- 16 1. Pre/Post Assessments – The Subrecipient shall utilize the  
17 Comprehensive Adult Student Assessment System (“CASAS”). The  
18 CASAS assessment system shall be used to pre-test each Participant in  
19 Literacy (Reading Comprehension) and Numeracy (Math Computation)  
20 educational levels. Subrecipient will also utilize the CASAS to post-test  
21 each individual for measuring Literacy and Numeracy improvements.  
22 2. CASAS Employability Competency System (“ECS”) – The Pre-  
23 employment and Work Maturity Checklists in the CASAS-ECS shall be  
24 used as a guide to assess Participants in the following areas: Pre-  
25 Employment Skills, Job Retention Skills, and Occupational Skills. The  
26 CASAS-ECS system shall be used to pre-test and post-test each  
27 Participant.  
28

1 3. The Subrecipient may also use any available CASAS material for  
2 Speaking Skills, Listening Skills, Problem Solving and Reasoning, Life  
3 Skills, and Interest/Aptitude areas. However, if alternate assessment  
4 materials are implemented, Subrecipient shall be responsible for insuring  
5 that materials used meet generally accepted standards for the Riverside  
6 County WIOA Youth Program. Subrecipient shall document all  
7 Assessment results and progress on the Participant's ISS and in the  
8 CalJOBS system.

9 c) Individual Service Strategy ("ISS")

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

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

21 d) Case Management & Life Coaching Activities

22 1. Subrecipient shall develop best practices in Case Management and Life  
23 Coaching that require organizational arrangements to support youth  
24 service delivery. Case Managers shall provide life coach activities, which  
25 guide an individual to maneuver through their internal landscape for the  
26 purpose of assisting them to explore, discover and attain their authentic  
27 desires and aspirations. Two key components to ensure successful  
28 outcomes from the life coaching relationship include the establishment and  
definition of each individual's role and responsibilities, (case manager and  
Participant), and the establishment and definition of each individual's  
(Participant) role and responsibilities, and the establishment of the

1 Participant's commitment to taking a pro-active role in their transformation  
2 process. The premise of this activity is to guide the Participant to explore  
3 and access their unique internal potential to solve problems when life  
4 challenges present themselves. Ultimately, the Life Coach (i.e. the case  
5 manager) is assisting the Participant in gaining self-confidence in their  
6 abilities by helping them recognize that they have the ingenuity to  
7 successfully overcome the obstacles they encounter. The Subrecipient  
8 shall have staff that have been trained for the approach and its application  
9 to the particular practice setting and strategies to ensure that they can be  
10 responsive to evidence from practice and advocate for systemic and policy  
11 change to support service delivery.

- 12 2. The principles that underpin Case Management are individualized service  
13 delivery based on comprehensive assessment that is used to develop an  
14 ISS. The plan is developed in collaboration with the youth and reflects their  
15 choices and preferences for the service arrangements being developed.  
16 The goal is to empower the youth and ensure that they are involved in all  
17 aspects of the planning and service arrangement in a dynamic way.
- 18 3. The Case Manager shall coordinate the process, consulting informal and  
19 key providers or Contractors to ensure that the plan is developed  
20 appropriately, clearly contracted and monitored for effective and financially  
21 accountable service provision based on specified and desired outcomes.  
22 The case manager and the youth service provider are expected to maintain  
23 quality in service provision for individual youth.
- 24 4. The Case Management approach assumes that youth with complex and  
25 multiple needs will access services from a range of providers or  
26 Contractors and the goal is to achieve seamless service delivery. This  
27 assumption highlights that the concept of Case Management is based in  
28 service provision arrangements that require different responses from within  
organizations and across organizational boundaries.

1           5. Case Managers provide the coordinating and specialist activities that flow  
2           from the particular setting, program and youth population. However, it is  
3           usual to identify the following process as core to Case Management:  
4           screening, assessment/risk management, career development planning,  
5           implementing service arrangement, monitoring/evaluation and advocacy.  
6           Case management shall be ongoing, frequent and documented in  
7           CalJOBS.

8           6. In order to ensure active engagement and continuous support for each  
9           Participant, the Subrecipient shall conduct, activity/contact reviews with the  
10          Participant during the main program at a minimum of 30-day, 60-day, and  
11          90-day reviews. These reviews shall be documented in CalJOBS electronic  
12          case notes. The Subrecipient shall document specific effort(s) made to  
13          contact Participants, (e.g., telephone contact and results; attempted  
14          telephone contact with no answer; voice mail message on home or cell  
15          number in file; use of social media; attempted telephone contact at all  
16          alternate numbers in file; use of text message; use of email; use of  
17          postcard) in CalJOBS within one (1) week of contact. The expectation is  
18          that regular contacts and interaction will prevent any gaps in services (e.g.,  
19          90-days with no activity), as this would cause CalJOBS to soft exit the youth  
20          automatically from the program.

21          e) Youth Activities

22                In order to support the attainment of a secondary school diploma or its  
23                recognized equivalent; entry into postsecondary education; entry into training;  
24                attainment of a recognized postsecondary credential; career readiness for  
25                Participants; and placement in employment, the program shall provide the  
26                following:

- 27           1. Tutoring, study skills training, instruction, evidence-based dropout prevention and  
28           recovery strategies leading to secondary school completion or equivalent, or to  
              recognized postsecondary credential;
2. Alternative secondary school services or dropout recovery services;

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

17 NOTE: Prohibitions – Noninterference and non-replacement of regular  
18 academic requirement – The Riverside County WDB prohibits the use of WIOA  
19 funds to provide an activity for eligible youth who are not school dropouts if  
20 participation in the activity would interfere with or replace the regular academic  
21 requirement or the youth. (WIOA Section 129 (c)(6)(B); WIOA Section  
22 129(a)(1))

23 f) Occupational Skills Training

24 The Subrecipient may offer Occupational Skills Training (“OST”). OST may  
25 be conducted in a classroom setting and curriculum is designed to meet  
26 the technical needs of the workplace. OST classes are categorized as  
27 training services under WIOA and OST providers are required to be on the  
28 Eligible Training Provider List (“ETPL”) or higher education provider. OST  
provides WIOA Participants with the technical skills necessary to perform

1 a specific job or group of jobs. The duration of OST activities varies based  
2 on many factors; however, the following considerations shall be applied to  
3 each Participant: WIOA services are intended to provide the Participant  
4 with the most efficient and cost-effective method for reaching  
5 educational/employment goals, with employment being the ultimate goal.  
6 WIOA services and the financial resources associated with WIOA are not  
7 intended to provide long-term training services such as a four-year, post-  
8 secondary education degree.

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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 Housing, Homelessness Prevention and Workforce Solutions-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

1 <https://rivcounty.sharepoint.com/sites/wodcXnt/SitePages/Home.aspx> within  
2 fifteen (15) days of the end of each quarter for the program year. The data  
3 collected shall be used to improve services to youth in the Riverside County.

4 j) Follow up-Services

- 5
- 6 1. All youth Participants shall receive some form of follow-up services for at least  
7 twelve (12) months after the program closure/State Exit has been completed  
8 and confirmed. The twelve (12) month period shall begin the day after the  
9 State Exit date, and may continue beyond twelve (12) months at the discretion  
10 of Subrecipient. The types of services provided and the duration of services  
11 shall be based on the needs of the youth to ensure their success in  
12 employment and/or post-secondary education. The type and intensity of  
13 follow-up services may differ for each Participant, but shall include more than  
14 only a contact attempt made for securing documentation in order to report a  
15 performance outcome. Specifically, the goal of follow-up services for OSY  
16 (ages 16-24) is to ensure job retention, wage gains, and career progress for  
17 individuals who obtained unsubsidized employment as defined in the  
18 Participant's ISS. The goal of follow up services for ISY (16-21) is to enable  
19 the individual to continue lifelong learning and achieve a level of self-  
20 sufficiency, as defined in the Participant's ISS.
- 21
- 22 2. The Subrecipient shall develop a follow-up assessment tool to determine what  
23 type and amount of follow-up is needed. The tool shall include: work history,  
24 reasons youth have previously left jobs or dropped out, social skills, life skills  
25 crisis, stress management skills, attitude towards work or school and barriers  
26 to employment and/or school completion.
- 27
- 28 3. After the follow-up assessment, the Subrecipient shall develop a follow-up plan  
with the youth prior to exiting the program. The plan should include the  
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  
school before graduation, plans for transportation, childcare and alternative



1 contacts that include name, address, phone number, email address. The  
2 results shall be documented in case notes.

3 4. The Subrecipient's follow-up plan, while holding the Participant accountable for  
4 their actions, shall track the following areas:

- 5       ▪ Develop reminder system for sending out letters, or scheduling  
6       telephone contacts.
- 7       ▪ Be respectful of youth's work and home life.
- 8       ▪ Maintain high expectations and plenty of support.
- 9       ▪ Provide additional support, as necessary, which could include,  
10       counseling and supportive services.
  
- 11       ▪ The Subrecipient may include guiding principles (discussed below)  
12       during the follow-up period. The objective is to match follow-up  
13       services to the youth's characteristics, needs and personal situation.  
14       The Subrecipient shall consider age, needs, at-risk status, family,  
15       school, personal support system, and workplace hours. NOTE: Please  
16       refer to WIOA Youth Program Policies and Procedures Manual No. 19-  
17       01 for required follow up requirements and documentation.

18 5. The following are key operating principles for employment and education  
19 retention and career advancement:

- 20       ▪ Close mentoring relationship.
- 21       ▪ High expectations.
- 22       ▪ Smooth transition: pre-placement activities - placement - follow-up  
23       activities.
- 24       ▪ Meeting physical and emotional needs as well as vocational needs.
- 25       ▪ Non-intrusive contact with employers.
- 26       ▪ Access to better jobs.

27 **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 <sup>nd</sup> 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 <sup>nd</sup> Quarter after Exit	\$3,500.00	The median earnings of Participants who are in unsubsidized employment during the second quarter after program exit.
Employment Rate at 4 <sup>th</sup> 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
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	65%	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.
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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 will require a secondary review (known as certification review) to be completed by the Subrecipient. Each Subrecipient shall assign a knowledgeable staff to review WIOA eligibility, ISS's, case notes and certify that they have completed this in CalJOBS. The Subrecipient shall enter data enrollment activities into CalJOBS. A list of acceptable activity codes shall be provided to the Subrecipient by the County that coincide with CalJOBS codes. All attainments of degree or recognized postsecondary credential, GED/HS Diploma credentials, entered employment, post-secondary education exits and follow-up, shall be submitted to HHPWS's Workforce Development Division ("WDD")/Management Information System ("MIS) unit.

Youth providers shall scan all required documents and forms into CalJOBS. This will allow for remote access of information and reduce unnecessary delivery of paperwork to the WDD for data entry.

For outcomes, exits, and follow-up based in CalJOBS, youth service provider staff shall upload all applicable forms and back-up documentation using the Document Transmittal (Youth 448-49) to the YOC [inbox@rivco.org](mailto:inbox@rivco.org).

1 The Subrecipient shall utilize and complete the Youth Program Closure Checklist Form  
2 (Youth 448-61), when submitting any closures or exits. In addition, quarterly follow-  
3 ups for data-entry shall be submitted on the Follow Up Form (Youth 448-62).  
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**Exhibit 2 Monthly Enrollment Plan**  
(Behind This Page)

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**Exhibit 3 - Program Budget**  
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**Exhibit 4 Performance Measurement Invoices**  
(Behind This Page)  
(For-Profit entities only)

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**Exhibit 5 - Cost Allocation Plan**

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**Exhibit 6 – Form of Service Contract**  
(Behind This Page)

**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 Service Providers.
- B. Services shall be coordinated with the Agency and be tailored to help the youth achieve a positive outcome.

**IV. Authority**

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

3 A. The authorities of the Agency to enter into this SC include, but are not limited to:

- 4 1. The Workforce Innovation and Opportunity Act, et al ("WIOA").
- 5 2. Federal, state, and local laws, regulations, and policies and amendments  
6 thereto.
- 7 3. Internal policies and procedures governing the Agency.

8 **V. Description of Services**

9 A. Contractor responsibilities:

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

25 B. Agency responsibilities:

- 26 1. Shall provide resources, facilities and core services in the service area.
- 27 2. Agree to make written referrals to one another for services and activities to  
28 individuals, where appropriate.

- 1 3. Referrals shall be marked with respect to each parties target group, eligibility  
2 requirements, and performance standards and expectations.

3 C. The Parties responsibilities:

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

13 VII. Funding

14 This SC does not obligate any funds from any Party. ~~-OR-~~ This SC does obligate funds from the  
15 Agency to the Contractor in the amount of, ~~not exceeding~~, \$ xxxxxx.00 for the term of July 1,  
16 2021 to June 30, 2022.

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

- 21 B. Nothing contained herein shall be construed as obligating any federal entity to any  
22 expenditure or obligation of funds in excess or in advance of appropriations, in  
23 accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.

- 24 C. Invoicing: the Contractor shall submit an itemized ~~monthly~~ or ~~quarterly~~ invoices with a  
25 participant sign in sheet with date, services provided and documentation of service  
26 benefit to participant (i.e., lesson plans, topics covered, handouts, etc.)

- 27 D. Activities not allowed under this SC:  
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1. Political activities.
2. Charging participants a fee for placement or referral into a WIOA activity.
3. Displacement of employees by any WIOA participants.
4. The promotion or deterrence of union organization.

E. Program Compliance

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

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

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

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

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- A. This SC is effective upon signature and dated by the final approving Party as indicated below.
  - B. This SC shall expire on June 30, 20XX unless terminated, extended, or renewed in writing. The terms or conditions of such extension or renewal will be in writing and require the signature of the Agency and the Contractor.
  - C. This SC may be amended through written agreement of all signatories. Copies of the amendment must be provided to the Parties of this SC.
  - D. This SC may be terminated prior to the expiration date by providing thirty (30) calendar days written notice of termination to the other Party.

11 **IX. Records**

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

19 **X. Indemnification**

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

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

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**XI. Insurance**

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

**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**

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.

- 1 3. Anti-Kickback Act (1986) prohibits any payment or gratuity made for the purpose of  
2 inducing award of a subcontract or prime contract with the federal government.
- 3 4. Child Support Compliance Act enforces the importance of the child and family support  
4 obligations and shall fully comply with applicable state and federal laws relating to child  
5 and family support enforcement, including, but not limited to, disclosure of information  
6 and compliance with earning assignment orders, as provided in Chapter 8, section  
7 5200 of Part 5 of Division 9 of the Family Code, and that to the best of its knowledge,  
8 Contractor is fully complying with earnings assignment order of all employees and is  
9 providing names of all new employees to the New Employee Registry maintained by  
10 the California Employment Development Department (“EDD”).
- 11 5. Corporate Registration the Contractor, if it is a corporation, certifies it is registered with  
12 the Secretary of the State of the State of California.
- 13 6. Debarment and Suspension certification, the Contractor hereby assures and certifies  
14 that the Contractor shall comply with the regulations implementing Executive Order  
15 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I  
16 that the prospective participant, to the best of its knowledge and belief, that it and its  
17 principals: are not presently debarred, suspended, proposed for debarment, declared  
18 ineligible, or voluntarily excluded from covered transactions by any federal department  
19 or agency; have not within a three-year period preceding this A been convicted of or  
20 had a civil judgment rendered against them for commission of fraud or a criminal  
21 offense in connection with obtaining, attempting to obtain, or performing a public  
22 (federal, state or local) transaction or contract under a public transaction, violation of  
23 federal or state antitrust statutes or commission of embezzlement, theft, forgery,  
24 bribery, falsification, or restrictions of records, making false statements, or receiving  
25 stolen property; are not presently indicted for or otherwise criminally or civilly charged  
26 by a government entity (federal, state or local) with commission of any of the offenses  
27 enumerated above; have not within a three-year period preceding this SC had one or  
28 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;
- 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 SC will:  
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.

8. Environmental Protection Regulations

- a. Clean Air Act (42 U.S.C. 7401-7671q.); Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to 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 amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Contractor ensures that it complies with all applicable standards, order, or requirements under the Clean Air Act, the Federal Water Pollution Control Act, Executive 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.
- b. Energy Policy and Conservation Act - Mandatory standards and policies relating to energy efficiency which are contained the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
- 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 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.

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 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.

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

1 and County information is confidential when it identifies an individual or an employing  
2 unit. Confidential information requires special precautions such as, but not limited to,  
3 locked files, computer passwords, and assigned staff access, to protect it from loss,  
4 unauthorized use, access, disclosure, modification and destruction.

5 11. Family and Medical Leave Act (1993) requires that employers, with fifty (50) or more  
6 employees, provide up to twelve (12) weeks of unpaid leave, with any 12 month period,  
7 to employees for the care of a newborn or adopted child, for the care of a seriously ill  
8 family member, or for treatment and care of the employee's own serious medical  
9 condition. The Act is enforced by the Wage and Hour Division of the Department of  
10 Labor.

11 12. Immigration Reform and Control Act (1986) requires employers to verify that applicants  
12 for employment are authorized to work in the United States. The Act provides civil and  
13 criminal penalties for knowingly employing unauthorized aliens and prohibits  
14 discrimination based on national origin or citizenship if the alien is authorized to work.  
15 The Act is enforced by the Department of Justice and the Department of Homeland  
16 Security.

17 13. Jobs for Veterans Act (Public Law 107-288): By signing this SC, the Contractor hereby  
18 assures and certifies that it will comply with the provisions of this Act and establish a  
19 priority for service for veterans (and some spouses) who otherwise meet the eligibility  
20 requirements for participation in the program.

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

26 15. False Claims Act ("FCA") provides, in pertinent part, that: (a) Any person who (1)  
27 knowingly presents, or causes to be presented, to an officer or employee of the United  
28 States Government or a member of the Armed Forces of the United States a false or  
fraudulent claim for payment or approval; (2) knowingly makes, uses, or causes to be  
made or used, a false record or statement to get a false or fraudulent claim paid or  
approved by the Government; (3) conspires to defraud the Government by getting a  
false or fraudulent claim paid or approved by the Government; or (7) knowingly makes,  
uses, or causes to be made or used, a false record or statement to conceal, avoid, or  
decrease an obligation to pay or transmit money or property to the Government; Is  
liable to the United States Government for a civil penalty of not less than \$5,000 and  
not more than \$10,000, plus 3 times the amount of damages which the Government

1 sustains because of the act of that person. (b) For purposes of this section, the terms  
2 "knowing" and "knowingly" mean that a person, with respect to information (1) has  
3 actual knowledge of the information; (2) acts in deliberate ignorance of the truth or  
4 falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the  
5 information, and no proof of specific intent to defraud is required. While the False  
6 Claims Act imposes liability only when the claimant acts "knowingly," it does not require  
7 that the person submitting the claim have actual knowledge that the claim is false. A  
8 person, who acts in reckless disregard or in deliberate ignorance of the truth or falsity  
9 of the information, also can be found liable under the Act. In sum, the False Claims Act  
10 imposes liability on any person who submits a claim to the federal government that he  
11 or she knows (or should know) is false. The False Claims Act also imposes liability on  
12 an individual who may knowingly submit a false record in order to obtain payment from  
13 the government. The third area of liability includes those instances in which someone  
14 may obtain money from the federal government to which he may not be entitled, and  
15 then uses false statements or records in order to retain the money. In addition to its  
16 substantive provisions, the FCA provides that private parties may bring an action on  
17 behalf of the United States. 31 U.S.C. 3730 (b). These private parties, known as "*qui*  
18 *tam* relators," may share in a percentage of the proceeds from an FCA action or  
19 settlement. Section 3730(d)(1) of the FCA provides, with some exceptions, that a *qui*  
20 *tam* relator, when the Government has intervened in the lawsuit, shall receive at least  
21 15 percent but not more than 25 percent of the proceeds of the FCA action depending  
22 upon the extent to which the relator substantially contributed to the prosecution of the  
23 action. When the Government does not intervene, section 3730(d)(2) provides that the  
24 relator shall receive an amount that the court decides is reasonable and shall be not  
25 less than 25 percent and not more than 30 percent. The FCA provides protection to  
26 *qui tam* relators who are discharged, demoted, suspended, threatened, harassed, or  
27 in any other manner discriminated against in the terms and conditions of their  
28 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.

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

1 there under the provision of the WIOA, Section 188. As a condition to the award of  
2 financial assistance from the Department of Labor under Title I of WIOA, the Contractor  
3 assures that it will comply fully with the nondiscrimination and equal opportunity  
4 provision of the following laws: The nondiscrimination and equal opportunity provisions  
5 found in Section 188 of WIOA and 29 CFR Part 38 prohibit discrimination on the basis  
6 of race; color; religion; sex (including pregnancy, childbirth, and related medical  
7 conditions, transgender status, and gender identity); national origin (including Limited  
8 English Proficiency); age; disability; political affiliation or belief; or, for beneficiaries,  
9 applicants, and participants only, on the basis of citizenship status or participation in a  
10 WIOA Title I-financially assisted program or activity; Title VI of the Civil Rights Act of  
11 1964, as amended, which prohibits discrimination on the basis of race, color and  
12 national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which  
13 prohibits discrimination against qualified individual with disabilities; The Age  
14 Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of  
15 age; and Title IX of the Education Amendments of 1972, as amended, which prohibits  
16 discrimination on the basis of sex in educational programs. The Contractor assures  
17 that it will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part  
18 2900 and all other regulations implementing the laws listed above. This assurance  
19 applies to the Contractor's operations of the WIOA Title I-financially assisted program  
20 or activity, and to all agreements that the grant applicant makes to carry out the WIOA  
21 Title – financially assisted program or activity. The Contractor will "comply fully with  
22 the nondiscrimination and equal opportunity provisions of the WIOA" (29 CFR Part 38  
23 Preamble) and acknowledge the government's right to seek judicial enforcement of the  
24 nondiscrimination assurance.

19 18. Occupational Safety and Health Act (1970) requires all employers to provide a work  
20 place that is free from recognized hazards that cause, or are likely to cause, death or  
21 serious physical harm to employees. The Act also establishes the Occupational Safety  
22 and Health Administration that is responsible for promulgating workplace safety  
23 standards and regulations for various industries. The Act is enforced by the  
24 Occupational Safety and Health Administration.

24 19. Political Reform Act (of 1974, amended in 1996) requires each state and local agency  
25 to adopt a conflict of interest code. Conflict of interest codes are required to prohibit  
26 officials of any state or local government agency from making, participating or in any  
27 way attempting to use their official position to influence a governmental decision in  
28 which the official knows or has reason to know that he or she has a financial interest.

- 1           20.    Sectarian Activities are not permitted and does not provide for the advancement or aid  
2           to any religious sect, church or creed, or sectarian purpose nor does it help to support  
3           or sustain any school, college, university, hospital or other institution controlled by any  
4           religious creed, church or sectarian denomination whatsoever, as specified by Article  
5           21.    Vietnam Era Veteran's Readjustment Assistance Act (1974) makes it unlawful for  
6           employers to discriminate against veterans of the Armed Forces in their employment  
7           practices. It also provides veterans with certain reemployment, seniority, health  
8           benefit, and pension rights with respect to prior employment.  
9           22.    Whistleblower Protection Statutes (1989) protect employees of financial institutions  
10          and government Subrecipients from discriminatory and retaliatory employment actions  
11          because of reporting violations of the law to federal authorities. The Act is enforced by  
12          the Wage and Hour Division of the Department of Labor.

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

16  
17 **Agency:**

**Contractor :**

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20 Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

21 Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

22 Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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