

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



ITEM: 3.21
(ID # 17454)

MEETING DATE:

Tuesday, March 22, 2022

FROM : HOUSING AND WORKFORCE SOLUTIONS AND Purchasing and Fleet Services :


SUBJECT: HOUSING AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HWS/WDD): Ratify and Approve FY21/22 -FY22/23 Youth Opportunity Center Operations Cost Reimbursement template agreement and funding requests to enter into contracts with California Family Life Center and Arbor E&T, LLC, without seeking competitive bids for two years, with the option to renew for one additional two-year period; All Districts. [Total Cost \$8,922,032; up to \$1,784,406 in additional compensation – 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. Ratify and Approve the allocation of the Title I Workforce Innovation and Opportunity Act (WIOA) Youth Funds for Fiscal Years 2021/2022 and 2022/2023 in the respective amounts set forth in Table A, for the total aggregate amount not to exceed \$8,922,032, to Arbor E&T, LLC dba Equus Workforce Solutions (Equus) and California Family Life Center (CFLC), to operate in the existing Youth Opportunity Center (Youth Center) service areas within the County of Riverside from October 1, 2021 through June 30, 2023;

Continued on page 2

ACTION:Policy

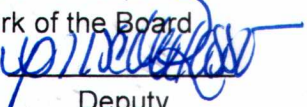

Heidi Marshall, Director 3/9/2022

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: March 22, 2022
xc: HWS/WDD

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

3. Ratify and Approve as to form the attached WIOA Cost Reimbursement Agreement template for Youth Opportunity Center Operations for Fiscal Years 2021/2022 and 2022/2023 Youth Services (template agreement);
4. Ratify and Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to execute agreements on behalf of the County with CFLC and Equus without seeking competitive bids, substantially conforming in form and substance to the attached template agreement with the terms commencing October 1, 2021 and terminating June 30, 2023, with the option to extend the term for one additional two-year period, in the respective amounts set forth in Table A and for the total amount not to exceed \$8,922,032, subject to the availability of WIOA funds and as to approved as to form by County Counsel; and
5. Authorize the Director of HWS, or designee, to execute and take all necessary steps to implement each agreement, including but not limited to, negotiating, approving and executing amendments, as well as exhibits and subsequent essential and relevant documents, that exercise the options of the agreements and conform to the intent of the agreements, and sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total annual cost of the agreements, based on the availability of fiscal funding and as approved as to form by County Counsel.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|-----------------------------|--------------------------|---------------------------|-----------------------|
| COST | \$8,922,032 | \$ 0 | \$8,922,032 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: 100% Federal Workforce Innovation and Opportunity Act (WIOA) Title I funds. | | | Budget Adjustment: | No |
| | | | For Fiscal Year: | 2021/2022 – 2022/2023 |

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.

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. The WDB established a system of Youth Opportunity Centers (Youth Centers) in 2000 to provide “One-

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

Stop” centers for youth to receive workforce services. The WDD currently administrates six WIOA-funded Youth Centers located in Hemet, Indio, Lake Elsinore, Moreno Valley, Perris, and Jurupa Valley. Arbor E&T, LLC (dba Equus and formerly known as ResCare) (Equus) and California Family Life Center (CFLC) currently serve as the Youth Center Operators under agreement with WDD.

Agreements with Equus and CFLC to operate the Youth Centers were set to expire on June 30, 2021. Riverside County’s Purchasing Department, on behalf of WDD, conducted a procurement for Youth Center Operators under Request for Proposals (RFP) WDARC-021. In order to allow time to complete the RFP evaluation process, the Board of Supervisors approved an extension to the existing agreements as Agenda Item 3.18 during the July 20, 2021, meeting. The extension expired on September 30, 2021.

RFP WDARC-21 was deemed a failed competition due to an insufficient number of responses. Pursuant to Riverside County’s procurement policies, allowable resolutions to a failed RFP include reissuing the RFP to solicit additional competition or conducting Single Source requisitions. Reissuance of the RFP would have caused significant delays and disruption in services to customers. Alternatively, Single Source requisitions could be obtained more quickly, allowing for continued contracting with the existing Youth Center Operators and avoiding service disruption. WDD requested Single Source requisitions from the Riverside County Purchasing Department and the requests were approved. The approved Single Source justifications and requests are attached hereto.

Agreements with Equus and CFLC under the Sole Source requisitions are proposed to have an initial term commencing October 1, 2021, and ending June 30, 2023 with the option to extend for one additional two-year period, subject to satisfactory contractor performance and availability of WIOA funds. The WDB Executive Committee, on behalf of the WDB, approved a corresponding funding recommendation on February 9, 2022. Staff recommend that the Board of Supervisors approve the proposed funding recommendations itemized below in Table A of the Additional Fiscal Information section and approve the template Agreement for Youth Center Youth Program Services, attached hereto and approved as to form by County Counsel. Should the amount of WIOA youth funds allocated to HWS/WDD be reduced, the amount of agreements would be correspondingly reduced.

CEQA

The proposed template Agreement and allocation of WIOA Title I funds to the Youth Providers to continue operating in the six existing Youth Centers 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 program relates to the provision of jobseeker and business services supporting the workforce system and strategic partnerships, and it can be seen with certainty that there is no possibility that the aforementioned services may have a significant effect on the environment and will not lead to any direct or reasonable indirect physical environmental impacts, as they will have purely financial and administrative impacts.

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

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.

Additional Fiscal Information

Below are funding recommendations for WIOA-funded Youth Center operations from October 1, 2021 to June 30, 2023 for a total not to exceed amount of \$8,922,032. No County General funds would be used.

| TABLE A: Funding Recommendations for Youth Opportunity Center Operations for October 1, 2021, through June 30, 2023 | | | |
|--|---|--|--|
| Youth Opportunity Center Location | Service Provider | Funding Recommendation for October 1, 2021- June 30, 2022 | Funding Recommendation for July 1, 2022-June 30, 2023 |
| Hemet | California Family Life Center | \$685,000 | \$900,000 |
| Lake Elsinore | California Family Life Center | \$597,032 | \$850,000 |
| Jurupa Valley | California Family Life Center | \$635,000 | \$850,000 |
| Indio | Arbor E & T, LLC dba Equus Workforce Solutions | \$635,000 | \$800,000 |
| Moreno Valley | Arbor E & T, LLC dba Equus Workforce Solutions | \$635,000 | \$850,000 |
| Perris | Arbor E & T, LLC dba Equus Workforce Solutions | \$635,000 | \$850,000 |
| SUBTOTAL | | \$3,822,032 | \$5,100,000 |
| TOTAL | | \$8,922,032 | |

Contract History and Price Reasonableness

Equus and CFLC have a 12 year plus contractual relationship with the County of Riverside for the operation of the six Youth Opportunity Centers' WIOA Youth Services Program. The agreement funding amounts have remained the same for the last five years, which the department finds reasonable and appropriate for the required scope of services.

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

ATTACHMENTS:

- Attachment 1 – Template WIOA Cost Reimbursement Agreement for Youth Opportunity Center Operations FY21/22-FY22/23 Youth Program Services
- Attachment 2 – Single Source Justification California Family Life Center
- Attachment 3 – Single Source Justification Equus Workforce Solutions



Suzanna Hockley, Assistant Director of Purchasing and Fleet Service

3/10/2022



Brianna Lontajo, Principal Management Analyst

3/16/2022

Agreement Number: FY2021/2023-<Insert City>
WIOA Youth Subgrant <Insert Number>/ FY2021-2023
Catalog of Federal Domestic Assistance (CFDA) #<Insert>

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
COST REIMBURSEMENT AGREEMENT
FOR YOUTH OPPORTUNITY CENTER OPERATIONS
FROM OCTOBER 1, 2021 THROUGH JUNE 30, 2023**

BETWEEN

THE COUNTY OF RIVERSIDE

AND

<SUBRECIPIENT



TABLE OF CONTENTS

1
2
RECITALS

| | | | |
|----|-----------|---|----|
| 3 | A. | Term of Agreement | 5 |
| 4 | B. | Description of Services | 5 |
| 5 | C. | Service of Notice | 5 |
| 6 | D. | Parties to the Agreement and Administration | 6 |
| 7 | E. | Assignment | 7 |
| 8 | F. | Independent Contractor/Subrecipient Status | 7 |
| 9 | G. | Funding | 7 |
| 10 | | 1. Compensation | 7 |
| 11 | | 2. Cost Allocation Plan | 8 |
| 12 | | 3. Workforce Innovation Opportunity Act (WIOA) Fund Restrictions | 8 |
| 13 | | 4. Availability of Funds | 8 |
| 14 | | 5. Withholding of Funds | 9 |
| 15 | | 6. Invoicing and Documentation | 9 |
| 16 | | 7. Reimbursement for Mileage and Traveling Expenses | 10 |
| 17 | | 8. Program Income and Interest Income | 10 |
| 18 | | 9. Questioned and Disallowed Costs | 11 |
| 19 | | 10. Debt Collection | 11 |
| 20 | | 11. Budget Amendment | 11 |
| 21 | | 12. De-obligation and Re-obligation | 12 |
| 22 | | 13. Final Invoice | 13 |
| 23 | | 14. Agreement Closeout | 14 |
| 24 | | 15. Reporting Requirements | 14 |
| 25 | | 16. General and Fiscal Reporting | 14 |
| 26 | | 17. Auditing | 15 |
| 27 | H. | Procurement of Goods & Services and Service Contracts | 15 |
| 28 | I. | Inventory and Disposal of Equipment | 16 |
| | J. | Maintenance of Records and Participant's Files; Access to Records and Files | 18 |
| | K. | Program Compliance | 20 |
| | L. | Termination and Other Remedies | 23 |

| | | | |
|----|-----------|---|----|
| 1 | 1. | Failure to Perform | 23 |
| 2 | 2. | Termination for Cause with Cure Period | 23 |
| 3 | 3. | Termination Without Cause | 24 |
| 4 | 4. | Obligations Upon Termination | 24 |
| 5 | 5. | Other Remedies Reserved by the County | 25 |
| 6 | M. | Dispute Resolution | 26 |
| 7 | N. | General Provisions | 27 |
| 8 | 1. | Acceptance of Service of Process | 27 |
| 9 | 2. | Authority to Sign | 28 |
| 10 | 3. | Amendment to Agreement | 28 |
| 11 | 4. | Approvals | 28 |
| 12 | 5. | Binding Effect | 29 |
| 13 | 6. | Business Interruption | 29 |
| 14 | 7. | Compliance with Laws and Regulations; Venue | 30 |
| 15 | 8. | Construction and Interpretation of Agreement | 30 |
| 16 | 9. | Venue and Jurisdiction | 31 |
| 17 | 10. | Fraud and Abuse | 32 |
| 18 | 11. | Grievance and Complaint System | 32 |
| 19 | 12. | Hold Harmless and Indemnification | 32 |
| 20 | 13. | Insurance | 33 |
| 21 | | a) Workers Compensation | 34 |
| 22 | | b) Commercial General Liability | 34 |
| 23 | | c) Vehicle Liability | 34 |
| 24 | | d) General Provision—all lines | 35 |
| 25 | 14. | Integration of Entire Agreement and Waivers | 37 |
| 26 | 15. | Intellectual Property | 37 |
| 27 | 16. | Inventions, Patents and Copyrights | 38 |
| 28 | 17. | Labor Standards | 38 |
| | 18. | No Duplication of Services | 39 |
| | 19. | Non-liability of County Officials and Employees | 40 |
| | 20. | No Partnership | 40 |
| | 21. | No Third Party Beneficiaries | 40 |
| | 22. | Ownership/Use of Agreement Materials and Patent | 40 |

| | | |
|----|---|-----------|
| 1 | 23. Payment of Benefits (where applicable) | 40 |
| 2 | 24. Permit and Licenses | 41 |
| 3 | 25. Press Releases/Published Announcement | 41 |
| 4 | 26. Prohibited Activities | 42 |
| 5 | 27. Standards of Conduct | 43 |
| 6 | 28. Use of Any Photo or Image | 46 |
| 7 | 29. Applicable Websites | 46 |
| 8 | O. Assurances and Certifications | 46 |
| 9 | P. Definitions | 56 |
| 10 | SIGNATURES | 64 |
| 11 | EXHIBIT 1 SCOPE OF WORK | |
| 12 | EXHIBIT 2 MONTHLY ENROLLMENT PLAN | |
| 13 | EXHIBIT 3 PROGRAM BUDGET | |
| 14 | EXHIBIT 4 PERFORMANCE MEASUREMENT INVOICES | |
| 15 | EXHIBIT 5 COST ALLOCATION PLAN | |
| 16 | EXHIBIT 6 SERVICE CONTRACT | |

1
2 THIS WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) COST
3 REIMBURSEMENT AGREEMENT FOR YOUTH OPPORTUNITY CENTER OPERATIONS
4 FROM MONTH DAY, 202X THROUGH MONTH DAY, 202X ("Agreement"), entered into on
5 the <insert day> day of <insert month>, 202X, is by and between <Insert Entity>, a
6 <Insert Legal Entity> hereinafter referred to as ("Subrecipient"), and the COUNTY OF
7 RIVERSIDE, a political subdivision of the State of California, by and through its Housing and
8 Workforce Solutions Department/Workforce Development Division ("County"). Subrecipient
9 and the County are sometimes individually referred to herein as a "Party" and together as the
10 "Parties."

11 **RECITALS:s**

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

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

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

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

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

WHEREAS, pursuant to a separate agreement with the County that expired on
September 30, 2021, Subrecipient operated a year-round youth program through a Youth

1 Opportunity Center located in Riverside County designed to accomplish the objectives of
2 WIOA ("Program"); and

3 **WHEREAS**, the County and Subrecipient desire to enter into this agreement for the
4 provision of WIOA funds to Subrecipient to enable it to continue operating the Program as
5 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 **A. Term of Agreement**

9 The term of this Agreement shall commence on **MONTH DAY, 202X** , and end on
10 **MONTH DAY, 202X**, unless terminated earlier ("Term") by either Party. The
11 Agreement shall expire at midnight on the last day of the Agreement Term and cannot
12 be renewed without a modification to the existing Agreement or execution of a new
13 agreement which shall be in writing and signed by both Parties.

14 **B. Description of Services**

15 The Subrecipient shall operate a County of Riverside WIOA year-round youth program
16 through the Youth Opportunity Center located in **<Insert City>**, California in
17 accordance with the provisions of the Workforce Innovation and Opportunity Act.
18 During the Term of this Agreement, including any extensions thereto, Subrecipient
19 shall perform the following services, (i) all services set forth in the Scope of Work
20 attached hereto as **Exhibit 1** and incorporated herein by this reference, (ii) all services
21 set forth in the Riverside County Workforce Innovation and Opportunity Act Year
22 Round Youth Programs Youth Opportunity Centers ("YOC").

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.

If to the County of Riverside:

1 Riverside County Housing and Workforce Solutions Department
2 1325 Spruce St., #110
3 Riverside, California 92507
4 Attention: Carrie Harmon, Director of Workforce Development
5 Phone: (951) 955-3100; Fax: (951) 955-3131

6 If to the Subrecipient:

7 <Insert Subrecipient Name,
8 Attn: Contact/Title
9 Address
10 Phone: Fax: >

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

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

15 The Parties to this Agreement are the County of Riverside , by and through its Housing
16 and Workforce Solutions Department/ Workforce Development Division and <Insert
17 Entity>, as (“Subrecipient”). The Subrecipient certifies that it is currently registered with
18 the Secretary of State of the State of California, and has a valid California Business
19 License on file with the County. The Director of the Housing and Workforce Solutions
20 Department (“Director”), or designee, shall administer this Agreement on behalf of the
21 County.

22 **E. Assignment**

23 The Subrecipient shall not delegate or assign this Agreement whether by operation of
24 law or otherwise, nor enter into any agreement with any other party or transfer any
25 interest or obligate any interest in this Agreement without prior written consent of the
26 County. Subcontracting with Contractors defined below in **Section H.1** is allowable
27 and does not require County approval, but service must be related to the support of
28 the program. A written Service Contract (“SC”) conforming in form and substance to

1 **Exhibit 6** attached hereto and incorporated herein by this reference shall be in place
2 before service may be rendered.

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

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

18 **G. Funding**

19 1. Compensation

20 The County shall pay the Subrecipient the maximum amount not to exceed
21 <Insert Amount (\$0)>, for Fiscal Year 2021/2022 (October 1, 2021 through
22 June 30, 2022) and <Insert Amount (\$0)>,for Fiscal Year 2022/2023 (July 1,
23 2022 through June 30, 2023) respectively, including expenses, for complete
24 and satisfactory performance of the terms of this Agreement. In no event shall
25 the total compensation for the periods specified herein exceed the
26 compensation set forth above, except by a written amendment to this
27 Agreement. County has agreed to reimburse Subrecipient for all costs
28 associated with direct support of this Agreement, based on a cost
reimbursement basis as described in the Program Budget attached hereto as

1 **Exhibit 3** and incorporated herein by this reference. If Subrecipient has any
2 unexpended funds, these amounts will revert to the County at time of program
3 close out.

4 2. Cost Allocation Plan

5 Subrecipient shall ensure all funding sources for the Program which is the
6 subject of this Agreement are allocated and charged pursuant to the County-
7 approved Cost Allocation Plan attached hereto as **Exhibit 5** and incorporated
8 herein by this reference. The Cost Allocation Plan is a method to ensure
9 funding sources are charged appropriately and costs that benefit more than
10 one cost objective are equitably distributed across activities.

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

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

15 4. Availability of Funds

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

20 5. Withholding of Funds

21 (a) Payments under this Agreement may be withheld, suspended or
22 terminated if WIOA funds from EDD to the County are suspended or
23 terminated. In the event of such suspension or termination of funding,
24 any amount which is properly earned or expended by the Subrecipient
25 as a result of the performance or expenditures under and in accordance
26 with this Agreement shall be paid to the Subrecipient in accordance
27 with the provisions of the Agreement. In the event of termination of the
28 Agreement, no payment shall be made for any expenditure after the
date of termination.

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

5 6. Invoicing and Documentation

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

22
23 Riverside County Housing and Workforce Solutions Department
24 Workforce Development Division/Administration
25 1325 Spruce Street, Suite 400, Riverside, CA 92507

26 7. Reimbursement for Mileage and Traveling Expenses

27 The Subrecipient may only seek reimbursement for mileage and traveling
28 expenses that are directly related to services performed under this Agreement.
Reimbursement for mileage travel expense claims will be made according to 2
CFR Part 200, Subpart E, §200.474 - Travel costs; "Costs incurred by
employees and officers for travel, including cost of lodging, other subsistence,

1 and incidental expenses, must be considered reasonable and otherwise
2 allowable only to the extent such costs do not exceed charges normally
3 allowed by the non-Federal entity in its regular operations as a result of the
4 non-Federal entity's written travel policy". In no instance shall the Subrecipient
5 be reimbursed at a rate which is higher than the standard set by the County of
6 Riverside, California, Board of Supervisors, or its successor, in Policy Number
7 D-1. No travel outside the State of California shall be reimbursed unless prior
8 written approval is obtained from the County in its sole discretion. Should the
9 Subrecipient use their company travel policy, it must conform to one of the
10 above-referenced policies, whichever is more restrictive.

11 8. Program Income and Interest Income

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

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

26 9. Questioned and Disallowed Costs

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

1 days to provide the documentation necessary to justify the questioned costs
2 prior to the County's final determination of disallowed costs. The resolution
3 shall be executed in accordance with Riverside County Housing and Workforce
4 Solutions Department/Workforce Development Division (HWS/WDD) Audit
5 Requirements Policy & Procedures Number 10-04.

6 10. Debt Collection

7 Where liability for debt collection is determined by the County to have
8 originated at the Subrecipient's level, the Subrecipient shall be responsible for
9 the debt. When a debt is established as a result of an audit, a monitoring
10 finding, an investigation or any other means, appropriate action will be taken
11 by the County to collect the debt from the Subrecipient, pursuant to the
12 Riverside County Workforce Development Board Debt Collection Policies &
13 Procedures Number 10-02. Subrecipient shall not repay the debt using federal
14 or WIOA funds.

15 11. Budget Amendment

16 Expenditures in excess of twenty percent (20%) of each total budget section
17 will require a written amendment to this Agreement and the Program Budget
18 **Exhibit 3** shall be subject to the County's prior written approval. To request
19 an amendment, Subrecipient shall submit to the County a written request
20 explaining the requested modifications along with a revised budget which
21 indicates the amount of the adjustment and to what budget line item(s) the
22 amount should be taken from and allocated to. In its sole discretion, the County
23 may approve or deny the modification request based on how the budget
24 modification will impact the program section changes. Subrecipient shall have
25 the right to request no more than three (3) budget amendments per program
26 year, provided the third and final request is submitted to the County no later
27 than May 30 of each respective fiscal year. Amendments must be reviewed
28 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
- (b) Subrecipient is significantly out of compliance with enrollment or expenditure plans; or
- (c) Subrecipient fails to be meet the Continuous Quality Assurance (CQA) certification established by the County. CQA is a process to ensure programs are systematically and intentionally improving services and increasing positive outcomes for the youth they serve. CQA is a cyclical, data-driven process; it is proactive, not reactive) ; or
- (d) When a review indicates that payment earned within the term of this Agreement can exceed (or exceeded) the amount originally allocated, a re-obligation of funds may be determined.

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

- (a) At any time that the County determines that de-obligation or re-obligation is necessary, a written notice to the Subrecipient shall be issued outlining the reasons and timeline for the de-obligation or re-obligation. The notice shall provide a response period for the Subrecipient during which the Subrecipient shall respond; and

1 (b) At a time determined by the County, but after the Subrecipient has
2 provided a response, a final notice of intent to de-obligate or re-
3 obligate shall be provided to the Subrecipient. In the sole discretion
4 of the County, such notice shall be formalized by either modification
5 or termination of this Agreement in accordance with the provisions
6 outlined herein.

7 13. Final Invoice

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

19 14. Agreement Closeout

20 The Subrecipient shall submit a closeout package to the County within forty
21 five (45) days at the last day of every fiscal year (June 30th) and the
22 expiration of the Agreement term whether or not any line item within the
23 Agreement is fully spent and that term has ended. Closeout documents shall
24 be provided by the County and are to be completed by the Subrecipient and
25 mailed to:

26 Attn: Fiscal Unit
27 Riverside County Housing and Workforce Solutions Department
28 Workforce Development Division - Youth Programs
1325 Spruce Street, Suite 110, Riverside, CA 92507

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

16 **17. Auditing**

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

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

- 28 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

1 of the federal government is to provide consistent procurement policies that
2 ensure free and open competition and will secure the best possible price. The
3 term Contractor as used herein shall mean an entity providing goods or
4 services to a Subrecipient where Subrecipient has procured, selected and
5 hired such Contractor pursuant to WIOA and County procurement procedures.
6 County procurement procedures can be found at the following website:
7 www.rivcoworkforce.com/ProgramResources/Policies.aspx.

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

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

I. Inventory and Disposal of Equipment

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

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

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

2. Disposition of Equipment

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

- 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

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

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

1. Subrecipient shall maintain WIOA eligibility documentation and Participant records as required by the County and shall upload the required documentation to CalJOBS on a daily basis.
2. Files for each Participant with respect to all matters covered by this Agreement shall be maintained for a period of seven (7) years after termination of this Agreement and until any other pending matters are completed. The County, State of California, U.S. Department of Labor, and any other governmental agency with jurisdiction over this Agreement shall have the right to access, examine, monitor and audit all books, records, documents, conditions and activities arising out of or related to this Agreement, including but not limited to, the youth program funded under this Agreement without prior notice. Subrecipient shall provide to County reports and information related to this Agreement as may be requested by County.
3. Confidentiality Requirement
The Subrecipient and the County will exchange various kinds of information pursuant to this Agreement. The information will include data, applications, program files and databases. These data and information are confidential when they define or identify an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification and destruction. All information that is exchanged between the Parties to this Agreement will be strictly confidential and such information will be available to their own employees only on a “need-to-know” basis. There shall be sufficient security to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information. In the event of a breach of information, the Subrecipient shall immediately notify the County within twenty four (24) hours. Information security incidents include, but are not limited to, an event (intentional or unintentional) that causes the loss, damage and or destruction of unauthorized access, use, modification or disclosure of information, including but not limited

1 to, social security numbers. If the County learns of a breach in security of the
2 Subrecipient's system either electronically or via hard copy, then the
3 Subrecipient shall notify the Participant or individuals affected pursuant to
4 California Civil Code Section 1798.82. The Subrecipient shall take reasonable
5 measures to safeguard protected personally identifiable information and other
6 information the County deems sensitive consistent with applicable Federal,
7 state and local laws regarding privacy and obligations of confidentiality.

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

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

K. Program Compliance

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

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

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

25 Additionally, the Subrecipient shall monitor, or assist in such process to ensure that all
26 training sites have a safe working environment. Where applicable for training sites,
27 the worksite review form provided by the County must be completed by the
28 Subrecipient and retained in each Participant's file. All training sites shall be reviewed

1 at least once during the Participant's enrollment period, but may be reviewed more
2 frequently if necessary as determined by the County in its sole discretion. All training
3 site supervisors shall receive an orientation that covers all program requirements and
4 responsibilities.

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

12 Fiscal Year 2021/2022 Performance Measurement Standards are attached hereto in
13 **Exhibit 1** of this Agreement and incorporated herein by this reference ("Performance
14 Standards"). Performance Standards reflect outcome metrics negotiated by the EDD
15 and the County every two years. The Performance Standards that are currently in
16 effect will expire June 30, 2022. Following completed negotiations between EDD and
17 the County establishing Fiscal Year 2022/2023 Performance Standards, the County
18 will promulgate new Performance Standards for the Subrecipient, which shall be
19 memorialized and incorporated into this Agreement by amendment.

20 The Subrecipient's Monthly Enrollment Plans for Fiscal Years 2021/2022 and
21 2022/2023 are attached hereto as **Exhibit 2** and incorporated herein by this reference.
22 Subrecipient is responsible for continually monitoring Program enrollments, as well as
23 their program performance. The County shall also have the right to review program
24 enrollments and program performance to ensure compliance with the terms of this
25 Agreement.

26 As part of the Subrecipient's duties in connection with the performance of this
27 Agreement, the Subrecipient shall monitor WIOA program activities of its Contractors
28 where financial Service Contracts are established. The Subrecipient shall establish a
process and develop a checklist of areas reviewed during the monitoring of services.
If the Contractor is found to be noncompliant in the delivery of services, then the

1 Subrecipient may elect to terminate the Service Contract or provide a period of
2 correction to the Contractor. A written record of action taken must be kept on file and
3 delivered to the County at the time of program compliance review.

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

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

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

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

20 **L. Termination and Other Remedies**

21 1. Failure to Perform

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

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

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

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

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

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

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

5. Other Remedies Reserved by the County

(a) Notice to Correct Performance and Notice of Probation

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

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 (b) Suspension

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

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

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

27 (c) Rights and Remedies are Cumulative

28 Except with respect to rights and remedies expressly declared to be
exclusive in this Agreement, the rights and remedies of the Parties are

1 cumulative, and the exercise by either Party of one or more of such
2 rights or remedies shall not preclude the exercise by it, at the same
3 or different times, of any other rights or remedies for the same default
4 or any other default by the other Party.

5 (d) Request for Waivers and Waiver of Breach

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

15 **M. Dispute Resolution**

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

19 2. Mediation

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

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

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

3. Dispute Resolution Costs

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

N. General Provisions

1. Acceptance of Service of Process

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

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

2. Authority to Sign

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,

1 or policy. Either Party may request an amendment or modification to this
2 Agreement. Subrecipient shall make all requests to amend or modify this
3 Agreement no later than May 30th of each respective fiscal year. The
4 Subrecipient assumes control and responsibility for all fiscal, financial and
5 programmatic matters. Amendments shall be in writing and must be reviewed
6 and stamp approved by the County's Deputy County Counsel and properly
7 executed by both Parties' authorized signatories. The County shall have the
8 right to reject Agreement modifications if such request represents expenses or
9 obligations incurred prior to the Subrecipient receiving written approval and/or
10 County approved funding.

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

19 **4. Approvals**

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

27 Except as otherwise expressly provided in this Agreement, approvals required
28 of the County shall be deemed granted by the written approval of the Director
of the County's Housing and Workforce Solutions Department or their
designee. County agrees to provide notice to Subrecipient of the name of the

1 Director's designee on a timely basis and to provide updates from time to time.
2 Notwithstanding the foregoing, the Director may, in his or her sole discretion,
3 refer to the governing body of the County any item requiring County approval;
4 otherwise, "County Approval" means and refers to approval by the Director or
5 their designee.

6 5. Binding Effect

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

11 6. Business Interruption

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

22 7. Compliance with Laws and Regulations

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

1 that apply to the performance of this Agreement. The judgment of any court of
2 competent jurisdiction or the admission of Subrecipient in any action or
3 proceeding against them, or any of them - whether County be a party thereto
4 or not - that Subrecipient has violated any such ordinance or statute in the
5 performance of this Agreement shall be conclusive of that fact as between
6 County and Subrecipient.

7 **8. Construction and Interpretation of Agreement**

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

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

1 The captions of the articles, sections and subsections herein are inserted
2 solely for convenience and under no circumstances are they or any of them to
3 be treated or construed as part of this Agreement. References in this
4 instrument to this "Agreement" mean, refer to, and include, this Agreement as
5 well as any riders, exhibits, addenda and attachments hereto (which are
6 hereby incorporated herein by this reference) or other documents expressly
7 incorporated by reference in this instrument. Any references to any covenant,
8 condition, obligation, and/or undertaking "herein," "hereunder," or "pursuant
9 hereto" (or language of like import) means, refer to, and include the covenants,
10 obligations, and undertakings existing pursuant to this Agreement and any
11 riders, exhibits, addenda, and attachments or other documents affixed to or
12 expressly incorporated by reference in this Agreement.

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

16 9. Venue and Jurisdiction

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

22 10. Fraud and Abuse

23 The Subrecipient shall establish and implement appropriate internal
24 management procedures to prevent fraud, abuse and criminal activity. Further,
25 the Subrecipient shall establish a reporting process to ensure that the County
26 is notified immediately of any allegation of WIOA-related fraud, abuse or
27 criminal activity or any suspected or proven fraud, abuse or criminal acts
28 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

1 allegation. A comprehensive written report documenting the facts and
2 circumstances of such incident shall be submitted to the County within one (1)
3 business day. Refer to HWS/WDD Policy 10-10 Fraud and Abuse of WIOA
4 Funds.

5 11. Grievance and Complaint System

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

10 12. Hold Harmless/Indemnification

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

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

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

13
14 **13. Insurance**

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

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

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

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

(b) Commercial General Liability

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

(c) Vehicle Liability

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

(d) General Provisions – All lines

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

The Subrecipient must declare its insurance, self-insured retention for each coverage required herein. In any such self-insured retention

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

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

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

1 Section. An individual authorized by the insurance carrier shall sign the
2 original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

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

25
26 **14. Integration of Entire Agreement and Waivers**

27 This Agreement, including all the Exhibits attached hereto, constitutes the
28 entire understanding and Agreement of the Parties. This Agreement

1 integrates all of the terms and conditions mentioned herein or incidental
2 hereto, and supersedes all negotiations or previous agreements between the
3 Parties with respect to all or any part of the subject matter hereof. No verbal
4 commitment or conversation with any officer, agent or employee of either
5 Party shall affect or modify any of the terms and conditions of this Agreement.

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

9 15. Intellectual Property

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

19 16. Inventions, Patents and Copyrights

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

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 (d) No program under WIOA shall impair 1) existing contracts for services,
28 or 2) existing collective bargaining agreements, unless the employer

1 and the labor organization concur, in writing, with respect to any
2 elements of the proposed activities, which affect such agreement.

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

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

13 18. No Duplication of Services

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

19 19. Non-liability of County Officials and Employees

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

24 20. No Partnership

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

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

21. No Third Party Beneficiaries

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

22. Ownership/Use of Agreement Materials and Products

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

23. Payment of Benefits (where applicable)

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

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

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

24. Permits and Licenses

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

12 25. Press Releases/Published Announcements

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

18 26. Prohibited Activities

- 19 (a) The Subrecipient will assure that no funds under this Agreement shall
20 be used to assist, promote or deter union organizing activities.
- 21 (b) No funds provided under this Agreement shall be used, or proposed for
22 use, to encourage or induce the relocation of a business or part of a
23 business if such relocation would result in a loss of employment for any
24 employee of such business at the original location and such original
25 location is within the United States.
- 26 (c) The Subrecipient is prohibited from using funds under this Agreement
27 for the purpose of instituting legal proceedings or legal disputes against
28

1 the County, the Grantor, the Department of Labor or its official
2 representatives.

- 3 (d) No person or organization may charge an individual a fee for the
4 placement or referral of the individual in or to a workforce system
5 training program.
- 6 (e) No funds provided under the Act shall be used for employment
7 generating activities, economic development and other similar
8 activities, investment in revolving loan funds, capitalization of
9 businesses, investment in contract bidding resource centers, and
10 similar activities that are not directly related to training for eligible
11 individuals under WIOA. Nor shall any funds from this Agreement be
12 used for foreign travel.
- 13 (f) No funds under WIOA may be used for Public Service Employment
14 (PSE), except to provide disaster relief employment.
- 15 (g) This Agreement will not result in the displacement of currently
16 employed workers (including partial displacement, such as reduction in
17 the hours of non-overtime work, wages or employment benefits). The
18 Subrecipient will assure that no jobs shall be created in a promotional
19 line that will infringe in any way upon the promotional opportunities
20 currently employed individuals.
- 21 (h) No funds provided under this Agreement shall be used or proposed for
22 use to encourage or induce relocation if it would result in a loss of
23 employment for any employee of such business at the original location
24 and such original location is within the United States.
- 25 (i) No funds, materials, property, services and Participant shall be used
26 for, or employed on, the construction, operation or maintenance of any
27 facility as is used for sectarian instruction or as a place for religious
28 worship.

27. Standards of Conduct

Every reasonable course of action shall be taken by the Subrecipient in order
to maintain the integrity of the expenditure of public funds and to avoid
favoritism and questionable or improper conduct. This Agreement shall be

1 administered by the Subrecipient in an impartial manner, free from efforts to
2 gain personal, financial or political gain. The Subrecipient agrees to conform
3 to the nondiscrimination requirements set forth in WIOA.

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

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

1 business adviser or realtor cannot represent two parties in a dispute
2 and must avoid even the appearance of conflict. He/she may not join
3 with a client in business without making full disclosure of his/her
4 potential conflicts, must avoid commingling funds with the client and
5 never take a position adverse to the customer.

6 (c) The Subrecipient shall insure that any of its employees who were
7 formerly employed by the County in a position that could have enabled
8 such individuals to impact policy regarding or implementation of
9 programs covered by this Agreement, will not be assigned to any part
10 or phase of the activities conducted pursuant to this Agreement for a
11 period of not less than two years following the termination of such
12 employment.

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

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

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

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- (g) The Subrecipient assures that none of its directors, officers, employees or agents shall participate in selecting or administering any subcontract supported (in whole or in part) by federal funds where such person is a director, officer, employee or agent of the subcontractor, or where such person knows or should have known that:
- i. A member of such person's immediate family or partner or organization has a financial interest in the subcontract;
 - ii. The subcontractor is someone with whom such person has negotiated or is negotiating any prospective employment; or
 - iii. Such person would have a "Financial or Other Interest" in the subcontract.
- (h) The Subrecipient assures that no member of its Board, officer or employee or the Subrecipient shall have any interest, direct or indirect, in any contract or subcontract or the proceeds for work to be performed in connection with this program during his/her tenure as such employee, officer or member of the Board.
- (i) 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.
- (j) 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.

22

23

24

25

26

27

28

28. Use of Any Photo or Image

Subrecipient shall secure signed consent for the use of any photo or image of any Participant used in advertisements, brochures, pamphlets, videos, or any media form where the individual or his/her likeness can be identified.

NOTE: The consent for minor youth must be signed by the youth's parent or guardian and must stipulate the terms and conditions of how the photo/image will be used. Copies of completed forms must be on-site in the Participant files.

29. Applicable Websites

| Agency | Web Site |
|---|---|
| Riverside County Housing and Workforce Solutions Department/Workforce Development Division/Policies | http://www.rivcoworkforce.com/ProgramResources/Policies.aspx |
| Riverside County Board of Supervisors | https://countyofriverside.us/aboutthecounty/boardofsupervisors.aspx |
| Department of Labor Employment Administration | http://www.doleta.gov |
| Employment Development Department | http://www.edd.ca.gov/ |
| Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards | https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards |

O. **Assurances and Certifications**

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

1. WIOA Subrecipient shall comply with all applicable terms and provisions contained in the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128.
2. Affirmative Action Compliance Program of the County of Riverside (known as the Riverside County Minority/Women Business Enterprise [M/WBE] Policy) and rules and regulations adopted pursuant thereto, Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the Provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs, the California Fair Employment Practice Act, California Public Contracts Code 2000, and other applicable federal, state and county laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereinafter enacted.
3. Anti-Kickback Act (1986) prohibits any payment or gratuity made for the purpose of inducing award of a subcontract or prime contract with the federal government.
4. Child Support Compliance Act enforces the importance of the child and family support obligations and shall fully comply with applicable state and federal laws

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

7 5. Corporate Registration The Subrecipient, if it is a corporation, certifies it is
8 registered with the Secretary of the State of the State of California.

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

7. Drug Free Workplace Subrecipient shall comply with the requirements of the
Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by
taking the following actions: publish a statement notifying employees that

1 unlawful manufacture, distribution, dispensation, possession, or use of a
2 controlled substance is prohibited and specifying actions to be taken against
3 employees for violations; establish a Drug-Free Awareness Program to inform
4 employees about the following:

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

16 **8. Environmental Protection Regulations**

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

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

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

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

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

13. Jobs for Veterans Act (Public Law 107-288): By signing this Agreement, the Subrecipient hereby assures and certifies that it will comply with the provisions

of this Act and establish a priority for service for veterans (and some spouses) who otherwise meet the eligibility requirements for participation in the program.

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

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

1 false record in order to obtain payment from the government. The third area of
2 liability includes those instances in which someone may obtain money from the
3 federal government to which he may not be entitled, and then uses false
4 statements or records in order to retain the money. In addition to its substantive
5 provisions, the FCA provides that private parties may bring an action on behalf
6 of the United States. 31 U.S.C. 3730 (b). These private parties, known as "*qui*
7 *tam* relators," may share in a percentage of the proceeds from an FCA action
8 or settlement. Section 3730(d)(1) of the FCA provides, with some exceptions,
9 that a *qui tam* relator, when the Government has intervened in the lawsuit, shall
10 receive at least 15 percent but not more than 25 percent of the proceeds of the
11 FCA action depending upon the extent to which the relator substantially
12 contributed to the prosecution of the action. When the Government does not
13 intervene, section 3730(d)(2) provides that the relator shall receive an amount
14 that the court decides is reasonable and shall be not less than 25 percent and
15 not more than 30 percent. The FCA provides protection to *qui tam* relators
16 who are discharged, demoted, suspended, threatened, harassed, or in any
17 other manner discriminated against in the terms and conditions of their
18 employment as a result of their furtherance of an action under the FCA. 31
19 U.S.C. 3730(h).

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.
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

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

- 1 18. The Subrecipient assures that it has an Equal Employment Opportunity
2 (“EEO”) policy that complies with the nondiscrimination and equal opportunity
3 provisions of WIOA and its implementing regulations. Subrecipient assures
4 that its EEO policy covers staff and Participants served under this Agreement
5 and that it does not discriminate, on the basis of race, color, religion, sex
6 (including pregnancy, childbirth, and related medical conditions, transgender
7 status, and gender identity), national origin (including Limited English
8 Proficiency), age, disability, political affiliation or belief, or - for beneficiaries,
9 applicants, and Participants only- on the basis of citizenship status or
10 participation in a WIOA Title I-Financially Assisted Program or Activity, in the
11 selection of Participants and staff personnel. The policy shall cover, but not be
12 limited to, the following: employment, promotion, demotion or transfer,
13 recruitment or recruitment advertising, layoff or termination, rates of pay or
14 other forms of compensation and selection for training. The Subrecipient will
15 take action to ensure that applicants, Participants or employees are treated
16 during training/employment without regard to race, color, religion, sex
17 (including pregnancy, childbirth, and related medical conditions, transgender
18 status, and gender identity), national origin (including Limited English
19 Proficiency), age, disability, political affiliation or belief or - for beneficiaries,
20 applicants, and Participants only- on the basis of citizenship status or
21 participation in a WIOA Title I-Financially Assisted Program or Activity. Such
22 action shall include, but not be limited to, the following: employment,
23 upgrading, demotion or transfer, recruitment or recruitment advertising, layoff
24 or termination, rates of pay or other forms of compensation and selection for
25 training, including apprenticeship. The Subrecipient agrees to post, in
26 conspicuous places available to employees and applicants for employment
27 and/or training, notices setting forth the provision of this nondiscrimination
28 clause. In the event of the Subrecipient’s noncompliance with the
nondiscrimination clauses of this Agreement or with any of such rules,
regulations, or orders, this Agreement may be canceled, terminated or
suspended in whole or in part, and the Subrecipient may be declared ineligible
for further government contracts in accordance with policies authorized in
Executive Order 11246 of 1965, last amended 1996, and the Equal

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.

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

1 **P. Definitions**

- 2 • **Adult Mentoring** Youth advocacy, instruction and constructive critiquing of youth's academic
3 performance and social behavior provided by a caring adult to challenge youth to
4 attain short-term goals that will ultimately lead to becoming self-sufficient and
5 successful adults.
- 6 • **Apprenticeship** A qualified apprenticeship is a program approved and recorded by the ETA/Bureau of
7 Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency.
- 8 • **Assessment** An independent and comprehensive evaluation of an individual to identify skills,
9 abilities, aptitudes and interest, used to design an Individual Service Strategy (ISS).
- 10 • **Basic Skills Deficient** An individual youth who has English reading, writing, or computing skills at or below
11 the 8th grade level on a generally accepted standardized test; or an individual that is
12 unable to compute or solve problems, or read, write, or speak English, at a level
13 necessary to function on the job, in the individual's family, or in society.
- 14 • **Basic Skills Training** Remedial training in reading comprehension, math computation, writing, speaking
15 English at a level to function on the job, in the individual's family, or in society,
16 listening, problem solving, reasoning and the capacity to use these skills. Remedial
17 training should measurably increase the individual's level above the 8th grade.
- 18 • **Career Pathway** The term "career pathway" means a combination of rigorous and high-quality
19 education, training, and other services that
20 a) aligns with the skill needs of industries in the economy of the State or regional
21 economy involved;
22 b) prepares an individual to be successful in any of a full range of
23 secondary or postsecondary education options, including apprenticeships registered
24 under the Act of August 16, 1937 (commonly known as the "National Apprenticeship
25 Act"; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.);
26 c) includes counseling to support an individual in achieving the
27 individual's education and career goals;
28 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

Agreement Number: FY2021/2023-**<Insert City>**
WIOA Youth Subgrant **<Insert Number>** / FY2021-2023
Catalog of Federal Domestic Assistance (CFDA) #**<Insert>**

feasible, computer- based technologies; and b) provide job, education, and career counseling, as appropriate during program participation and after job placement.

- 1 • Case Management The provision of a client-centered approach in service delivery to
2 a) prepare and coordinate comprehensive service strategies for
3 Participants; b) ensure access to necessary workforce innovation opportunity
4 activities and supportive services, using, where feasible, computer-based
5 technologies; c) provide job and career counseling during program participation and
6 after job placement.
- 7 • Classroom Training Training conducted in a classroom setting designed to train Participants in specific
8 skills and/or vocation.
- 9 • Co-enrollment Participants, 18-24, who simultaneously receive services in both the Youth and the
10 Adult WIOA program.
- 11 • Community-Based Organization The term "community based organization" means a private nonprofit organization
12 (which may include a faith-based organization), that is representative of a community
13 or a significant segment of a community and that has demonstrated expertise and
14 effectiveness in the field of workforce development.
- 15 • Competitive Integrated Employment This term has the meaning given to it in section 7 of the Rehabilitation Act of 1973 (29
16 U.S.C. 705), for individuals with disabilities.
- 17 • Date of Participation Represents the first day, following a determination of eligibility, that the individual
18 begins receiving a service funded by the program. (See definition of "Participant")
- 19 • Department of Labor (DOL) Means the U.S. Department of Labor, including its agencies and organizational units.
- 20 • Diploma Awarded upon successful high school graduation. It is awarded by the school in
21 accord with local and state requirements. Typically, selected coursework meeting
22 specified criteria and passing grades on the state exit examination are required. Also,
23 any credential that the state education agency accepts as equivalent to a high school
24 diploma (GED).
- 25 • Exit Quarter Represents the calendar quarter in which the date of exit is recorded for the individual.
- 26 • Foster Youth A youth aged 14 through 19 years, who has been removed from his/her home
27 pursuant to Welfare and Institutions Codes 300, 309, 602; and is receiving child
28 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

Agreement Number: FY2021/2023-**<Insert City>**
WIOA Youth Subgrant **<Insert Number>** / FY2021-2023
Catalog of Federal Domestic Assistance (CFDA) #**<Insert>**

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.

• Individual with a Barrier to Employment This term means a member of one or more of the following populations:

- a) Displaced homemakers.
- b) Low-income individuals.
- c) Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166.
- d) Individuals with disabilities, including youth who are individuals with disabilities.
- e) Older individuals.
- f) Ex-offenders.
- g) Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2))).
- h) Youth who are in or have aged out of the foster care system.
- i) Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
- j) Eligible migrant and seasonal farmworkers, as defined in section 167(i).
- k) Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.).
- l) Single parents (including single pregnant women).
- m) Long-term unemployed individuals.
- n) Such other groups as the Governor involved determines to have barriers to employment.

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

• In-Program Skill Gains Measurable skill gains attained by program Participants while they are placed in education or training that leads to a recognized postsecondary credential or to employment.

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

- a) Basic skills deficient.
- b) An English language learner.

Agreement Number: FY2021/2023-**<Insert City>**
WIOA Youth Subgrant **<Insert Number>** / FY2021-2023
Catalog of Federal Domestic Assistance (CFDA) #**<Insert>**

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

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."

Agreement Number: FY2021/2023-**<Insert City>**
WIOA Youth Subgrant **<Insert Number>** / FY2021-2023
Catalog of Federal Domestic Assistance (CFDA) #**<Insert>**

- 1 • Lower Living Standard This term means that income level (adjusted for regional, metropolitan, urban, and
Income Level rural differences and family size) determined annually by the Secretary of Labor based
2 on the most recent lower living family budget issued by the Secretary.
- 3 • Non-Traditional This term refers to occupations or fields of work, for which individuals from the gender
Employment involved comprise less than 25 percent of the individuals employed in each such
4 occupation or field of work.
- 5 • Occupational Skills Training that includes apprenticeship programs and/or training opportunities in local
Training growth industries.
- 6 • Offender Any juvenile:
7 (a) who is or has been subject to any stage of the criminal justice process, for whom
8 services under this Act may be beneficial; or
9 (b) who requires assistance in overcoming artificial barriers to employment resulting
10 from a record of arrest or conviction.
- 11 • On-the-Job-Training This term means training by an employer that is provided to a paid Participant while
12 engaged in productive work in a job that:
13 a) provides knowledge or skills essential to adequate performance of the job; and b)
14 is made available through a program that provides reimbursement to the employer of
15 up to 50 percent of the wage rate of the Participant; and c) is limited in duration as
16 appropriate to the occupation for which the Participant is being trained, taking into
17 account the content of the training, the prior work experience of the Participant, and
18 the service strategy of the Participant; and d) is in a high demand industry or
19 occupation.
- 20 • Outcome Documented effect or impact of a service or intervention
- 21 • Out-of-School Youth An individual who is not attending any school (as defined under State law); not
22 younger than age 16 or older than age 24; and one or more of the following:
23 a) A school dropout.
24 b) A youth who is within the age of compulsory school attendance, but has not
25 attended school for at least the most recent complete school year calendar quarter.
26 c) A recipient of a secondary school diploma or its recognized equivalent who is a low-
27 income individual and is (i) basic skills deficient; or (ii) an English language learner.
28 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.

Agreement Number: FY2021/2023-<Insert City>
WIOA Youth Subgrant <Insert Number> / FY2021-2023
Catalog of Federal Domestic Assistance (CFDA) #<Insert>

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

- **Performance Measures** Indicators that measure program outcomes and performance imposed by the Department of Labor and State of California on EDA and its WIOA Subrecipients.
- **Pre-employment/Work Maturity Skills** The skills that assist a youth to find and keep employment, such as, resume writing, completing job applications, interviewing techniques, how to dress for a job, punctuality and attendance, attitudes/behavior, task completion, etc.
- **Program Activities** Direct or indirect services provided by a Subrecipient, collaborative or outside agency, designed to achieve youth program outcomes. Examples are adult mentoring, client management, computer literacy training, work experience, etc.
- **Program Elements** WIOA Section 129(c)(2) includes 14 program elements. In order to support the attainment of a secondary school diploma or its recognized equivalent; entry into postsecondary education; entry into training; attainment of a recognized postsecondary credential; career readiness for Participants; and placement in employment, the program shall provide elements consisting of the following:
 - a) Tutoring, study skills training, instruction, evidence-based dropout prevention and recovery strategies leading to secondary school completion or equivalent, or to recognized postsecondary credential.
 - b) Alternative secondary school services or dropout recovery services.
 - c) Paid and unpaid work experiences, including summer and year-round employment opportunities, pre-apprenticeships, internships, job shadowing, and on-the-job training opportunities.
 - d) Occupational skills training, with priority given to programs leading to recognized postsecondary credentials aligned with in-demand industry sectors/occupations.
 - e) Education offered concurrently and in the same context as workforce preparation activities and training for specific occupation or occupational cluster.
 - f) Leadership activities, including community service, peer-centered activities encouraging responsibility and other positive social/civic behaviors.
 - g) Supportive Services.
 - h) Adult Mentoring for at least 12 months.
 - i) Follow-up Services for at least 12 months after Exit.
 - j) Comprehensive Guidance and counseling.
 - k) Financial Literacy Education.
 - l) Entrepreneurial Skills Training.
 - m) Labor market and employment information about in-demand industry sectors.
 - n) Preparation for transition to postsecondary education/training.
- **Program Exit Date** Determined by CALJOBS. Typically counted when a Participant does not receive any WIOA-funded or non-WIOA funded partner service for 90 days and is not scheduled for future services except follow-up services; represents the last day on which Participant receives service funded by the program or a partner program. The term "exit" is also used to determine when to count an individual in a specified reporting period. Each individual becomes part of an exit cohort, a group who is determined to be "exitors" within a particular quarter and are looked at together for performance measurement purposes

Agreement Number: FY2021/2023-<Insert City>
WIOA Youth Subgrant <Insert Number> / FY2021-2023
Catalog of Federal Domestic Assistance (CFDA) #<Insert>

- 1 • Completion of an Industry Recognized Certificate, or
2 a Post-Secondary
3 Credential This term means a credential consisting of an industry-recognized certificate or
4 certification, a certificate of completion of an apprenticeship, a license recognized by
5 the State involved or Federal Government, or an Associate or Baccalaureate degree.
- 6 • School Dropout A school dropout is defined as an individual who is no longer attending any school
7 and who has not received a secondary school diploma or its recognized equivalent.
- 8 • Service Contract (SC) An agreement developed and executed between the Subrecipient and collaborative
9 Contractors in relation to the operational management of a Youth Program.
- 10 • Special Rule The term "low income", used with respect to an individual, also includes a youth living
11 in a high-poverty area.
- 12 • Subcontract A legal agreement whereby an organization agrees to provide services, activities or
13 materials necessary to fulfill the agreement.
- 14 • Subrecipient A Subrecipient is a legal entity to which a subaward is made and which is accountable
15 to the recipient for use of the funds provided. Characteristics of a Subrecipient are
16 when the organization receiving a Federal award performs the following activities:
17 determines Eligibility for the Program, has its performance measured against the
18 objectives of the Federal program, has responsibility for programmatic decision
19 making, has responsibility for adherence to applicable program compliance
20 requirements (for example, federal regulations) and uses Federal Funds to carry out
21 a program of the organization as opposed to providing goods or services for a
22 program.
- 23 • Supportive Services This term refers to services such as transportation, child care, dependent care,
24 housing, and needs-related payments, which are necessary to enable an individual to
25 participate in activities authorized under this Act.
- 26 • Unemployed This term means an individual who is without a job and who wants and is available for
27 work. The determination of whether an individual is without a job, for purposes of this
28 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.
- 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.

Agreement Number: FY2021/2023-<Insert City>
WIOA Youth Subgrant <Insert Number> / FY2021-2023
Catalog of Federal Domestic Assistance (CFDA) #<Insert>

- 1 • Workforce Preparation Activities, programs, or services designed to help an individual acquire a combination
2 Activities of basic academic skills, critical thinking skills, literacy skills, and self-management
3 skills, including competencies in utilizing resources, using information, working with
4 others, and understanding systems, and obtaining skills necessary for successful
5 transition into and completion of post-secondary education or training, or employment.
6 • Youth-Opportunity A safe, comfortable youth-friendly environment where youth can access a variety of
7 Center or YOC services to meet their needs. The facility must be accessible by public transportation
8 and must be Americans with Disabilities Act compliant.

9 [Signatures on Following Page]

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

3 **COUNTY:**

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

SUBRECIPIENT:

<Insert Entity>,
<Insert Legal Entity>

9 Signature: _____

10 Name: Carrie Harmon

11 Title: Director of Workforce Development

Signature: _____

Name: <Insert Name>

Title: <Insert Title>

12 Dated: _____

Dated: _____

13
14
15 APPROVED AS TO FORM:

16 Gregory P. Priamos

17 County Counsel

18
19
20
21 By: _____

22 Lisa Sanchez

23 Deputy County Counsel

Exhibit 1 - Scope of Work

<Insert Agency Name> (“Subrecipient”), shall perform the following services and work, in connection with the Workforce Innovation And Opportunity Act (WIOA) Cost Reimbursement Agreement for Youth Opportunity Center operations from October 1, 2021 through June 30, 2023 (“Agreement”) between the County of Riverside (“County”) and <Insert Entity> (“Subrecipient”):

1. Background

The Subrecipient has committed to operating a year-round youth program through a Youth Opportunity Center (“YOC”) located in Riverside County as more specifically detailed below in **Section 2** and designed to accomplish the objectives of WIOA (“Program”). The purpose of the Program is to provide high quality services for youth and young adults beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training in in-demand industries and occupations, and culminating with a good job along a career pathway or enrollment in post-secondary education.

2. YOC Location and Hours of Operation

The Subrecipient has committed to operating the Program at the YOC at the below location and hours of operation. The Subrecipient will provide Program services at the designated YOC on a year-round basis during the term of the Agreement.

Agency

Address

City/state/zip

Phone:

Fax:

Email address:

Hours of Operation: Monday – Friday, from 8:00 a.m. – 5:00 p.m.

3. Target Population

1 The target population (also referred to as customers or participants) for Program
2 services under this Agreement includes eligible Out of School Youth (OSY) ages 16-
3 24 and eligible In School Youth (ISY) ages 16-21. **Exhibit 2** of this Agreement
4 contains the monthly enrollment plan for both OSY and ISY.

5 **4. Quality Assurance Certification**

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

14 **5. Program Components**

15 a) Intake and Eligibility

16 The Subrecipient shall follow the eligibility criteria set forth in the Riverside
17 County Housing and Workforce Solutions Department/Workforce
18 Development Division (HWS/WDD) WIOA Youth Program Policies &
19 Procedures Manual (19-01). Additional guidelines for WIOA Youth Enrollment,
20 Comprehensive Assessment and Individual Service Strategy ("ISS") are also
21 included in the aforementioned manual.

22 b) Assessment

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

1 2. CASAS Employability Competency System (“ECS”) – The Pre-
2 employment and Work Maturity Checklists in the CASAS-ECS shall be
3 used as a guide to assess Participants in the following areas: Pre-
4 Employment Skills, Job Retention Skills, and Occupational Skills. The
5 CASAS-ECS system shall be used to pre-test and post-test each
6 Participant.

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

15 c) Individual Service Strategy (“ISS”)

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

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

27 d) Case Management & Life Coaching Activities

28 1. Subrecipient shall develop best practices in Case Management and Life
Coaching that require organizational arrangements to support youth
service delivery. Case Managers shall provide life coach activities, which

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

- 20 2. The principles that underpin Case Management are individualized
21 service delivery based on comprehensive assessment that is used to
22 develop an ISS. The plan is developed in collaboration with the youth
23 and reflects their choices and preferences for the service arrangements
24 being developed. The goal is to empower the youth and ensure that they
25 are involved in all aspects of the planning and service arrangement in a
26 dynamic way.
- 27 3. The Case Manager shall coordinate the process, consulting informal and
28 key providers or Contractors to ensure that the plan is developed
appropriately, clearly contracted and monitored for effective and
financially accountable service provision based on specified and desired

1 outcomes. The case manager and the YOC are expected to maintain
2 quality in service provision for individual youth.

- 3 4. The Case Management approach assumes that youth with complex and
4 multiple needs will access services from a range of providers or
5 Contractors and the goal is to achieve seamless service delivery. This
6 assumption highlights that the concept of Case Management is based in
7 service provision arrangements that require different responses from
8 within organizations and across organizational boundaries.
- 9 5. Case Managers provide the coordinating and specialist activities that flow
10 from the particular setting, program and youth population. However, it is
11 usual to identify the following process as core to Case Management:
12 screening, assessment/risk management, career development planning,
13 implementing service arrangement, monitoring/evaluation and advocacy.
14 Case management shall be ongoing, frequent and documented in
15 CalJOBS.
- 16 6. In order to ensure active engagement and continuous support for each
17 Participant, the Subrecipient shall conduct, activity/contact reviews with
18 the Participant during the main program at a minimum of 30-day, 60-day,
19 and 90-day reviews. These reviews shall be documented in CalJOBS
20 electronic case notes. The Subrecipient shall document specific effort(s)
21 made to contact Participants, (e.g., telephone contact and results;
22 attempted telephone contact with no answer; voice mail message on
23 home or cell number in file; use of social media; attempted telephone
24 contact at all alternate numbers in file; use of text message; use of email;
25 use of postcard) in CalJOBS within one (1) week of contact. The
26 expectation is that regular contacts and interaction will prevent any gaps
27 in services (e.g., 90-days with no activity), as this would cause CalJOBS
28 to soft exit the youth automatically from the program.

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

e) Youth Activities

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 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.

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

7 f) Occupational Skills Training

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

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

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

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

g) Support for Youth

1. Supportive services may only be provided to enrolled WIOA Youth Program Participants in accordance with HWS/WDD Policy Number 19-01. Website address for locating above referenced policies may be found under, N. General Provisions, 29 Applicable Websites.

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

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

3 i) Customer Satisfaction Survey

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

10 j) Follow up-Services

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

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

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

- 3 3. After the follow-up assessment, the Subrecipient shall develop a follow-
4 up plan with the youth prior to exiting the program. The plan should
5 include the following: retention or follow-up assessment, list of people
6 and resources youth could use, goals to reach while in job and before
7 quitting, goals to reach in school before graduation, plans for
8 transportation, childcare and alternative contacts that include name,
9 address, phone number, email address. The results shall be documented
10 in case notes.
- 11 4. The Subrecipient's follow-up plan, while holding the Participant
12 accountable for their actions, shall track the following areas:
- 13 ▪ Develop reminder system for sending out letters, or scheduling
14 telephone contacts.
 - 15 ▪ Be respectful of youth's work and home life.
 - 16 ▪ Maintain high expectations and plenty of support.
 - 17 ▪ Provide additional support, as necessary, which could include,
18 counseling and supportive services.

 - 19 ▪ The Subrecipient may include guiding principles (discussed below)
20 during the follow-up period. The objective is to match follow-up services
21 to the youth's characteristics, needs and personal situation. The
22 Subrecipient shall consider age, needs, at-risk status, family, school,
23 personal support system, and workplace hours. NOTE: Please refer to
24 WIOA Youth Program Policies and Procedures Manual No. 19-01 for
25 required follow up requirements and documentation.
- 26 5. The following are key operating principles for employment and education
27 retention and career advancement:
- 28 ▪ Close mentoring relationship.
 - High expectations.

- 1 ▪ Smooth transition: pre-placement activities - placement - follow-up
- 2 activities.
- 3 ▪ Meeting physical and emotional needs as well as vocational needs.
- 4 ▪ Non-intrusive contact with employers.
- 5 ▪ Access to better jobs.

6 **6. Performance Standards**

7 The County negotiates Performance Measurement Standards (“Performance

8 Standards”) with EDD to establish the County’s WIOA program outcome metrics.

9 Established Performance Standards are then effective for two years. The County

10 correspondingly promulgates Performance Standards for WIOA program

11 subrecipients that are equal to or more restrictive (at the County’s sole discretion) than

12 the Performance Standards promulgated by EDD for the County.

13 Fiscal Year 2021/2022 Performance Standards for the Program, shown in the table

14 below, are effective through June 30, 2022. Following completed negotiations between

15 EDD and the County establishing Fiscal Year 2022/2023 Performance Standards, the

16 County will correspondingly promulgate updated Performance Standards for the

17 Subrecipient, which shall be memorialized and incorporated into this Agreement by

18 amendment.

19 The County shall utilize Management Information Systems (“MIS”) reports, derived

20 from the CalJOBS database to measure the Subrecipient’s performance throughout

21 the term of the Agreement. The Subrecipient shall maximize exit strategies to coincide

22 with performance measurements. Should Subrecipient conceal or give the

23 appearance of exits being withheld in the program year and carried over to the new

24 program year as negatives to attain performance measurement in the current year,

25 the Subrecipient shall undergo an evaluation to determine if a refund is due back to

26 the County.

| WIOA Performance Measure | Fiscal Year 2021/2022 Minimum Performance Standards | Description of Measure |
|---|---|--|
| Employment Rate at 2 nd Quarter after Exit | 75% | The percentage of Participants who are found to be employed OR enrolled in secondary education, post-secondary education or occupational skills training during the second quarter after exit |
| Median Earnings at 2 nd Quarter after Exit | \$3,575.00 | The median earnings of Participants who are in unsubsidized employment during the second quarter after program exit. |
| Employment Rate at 4 th Quarter after Exit | 70% | The percentage of Participants who are found to be employed OR enrolled in secondary education, post-secondary education or occupational skills training during the second quarter after exit |
| Credential Attainment | 65% | The percentage of Participants who obtain a secondary school diploma, or its recognized equivalent, and who are either employed within 4 quarters after program exit or enrolled in a postsecondary program leading to a recognized postsecondary credential within one year (365 days) of program exit. |
| Measurable Skills Gain | 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) **CaJJOBS Database System**

1 All data required for the Program shall be recorded in the CaJJOBS System. The
2 Subrecipient shall be assigned logins, training and information on how to query
3 Program data. Data shall be validated according to documents uploaded via
4 document imaging. Subrecipients shall enter data and Program components into
5 CaJJOBS. The Subrecipient shall use WIOA Youth Application Form 448-50. The
6 CaJJOBS system will require a secondary review (known as certification review) to be
7 completed by the Subrecipient. Subrecipient shall assign a knowledgeable staff to
8 review WIOA eligibility, ISSs, case notes, and certify that they have completed this in
9 CaJJOBS. The Subrecipient shall enter data enrollment activities into CaJJOBS. A list
10 of acceptable activity codes shall be provided to the Subrecipient by the County that
11 coincide with CaJJOBS codes. All attainments of degree or recognized postsecondary
12 credential, GED/HS Diploma credentials, entered employment, post-secondary
13 education exits and follow-up, shall be submitted to the County's Management
14 Information System ("MIS") unit.

14 The Subrecipient shall scan all required documents and forms into CaJJOBS. This will
15 allow for remote access of information and reduce unnecessary delivery of paperwork
16 to the County for data entry.

17 For outcomes, exits, and follow-up based in CaJJOBS, Subrecipient staff shall upload
18 all applicable forms and back-up documentation using the YOC Document Transmittal
19 (Youth 448-49) to the YOCInbox@rivco.org.

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

Exhibit 2 Monthly Enrollment Plan

(Behind This Page)

- 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

Agreement Number: FY2021/2023-<Insert City>
WIOA Youth Subgrant <Insert Number> / FY2021-2023
Catalog of Federal Domestic Assistance (CFDA) #<Insert>

Exhibit 3 - Program Budget

(Behind This Page)

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

Exhibit 4 Performance Measurement Invoices

(Behind This Page)

(For-Profit entities only)

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

Exhibit 5 - Cost Allocation Plan

(Behind This Page)

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

Exhibit 6 – Form of Service Contract

(Behind This Page)

- 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

Service Contract (County-Approved)

Service Contract Between

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

I. Introduction

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

II. Background

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

III. Purposes

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

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

IV. Authority

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

- A. The authorities of the Agency to enter into this SC include, but are not limited to:
 - 1. The Workforce Innovation and Opportunity Act, et al ("WIOA").

1. 2. Federal, state, and local laws, regulations, and policies and amendments thereto.

2. 3. Internal policies and procedures governing the Agency.

3 **V. Description of Services**

4 **A. Contractor responsibilities:**

5 1. Name of Service to be provided

6 2. How often, dates, times

7 3. When

8 4. Where

9 5. Licenses – Contractor, its employees, and agents, shall maintain professional licenses required by local, State, and Federal laws at all times while performing services under this SC.

10 6. Contractor shall conduct criminal background checks through the California Department of Justice of all employees providing services to the Agency pursuant to California Education Code 45125.1. Contractor shall provide a signed certification stating that criminal background checks have been conducted and that no employee has been convicted of any serious or violent felonies, as specified in California Penal Code Sections 1192.7,c and 667.5 (c), respectively. Contractor shall also provide a list of the full, legal names of employees providing services to the Agency.

17 **B. Agency responsibilities:**

18 1. Shall provide resources, facilities and core services at the local youth center.

19 2. Agree to make written referrals to one another for services and activities to individuals, where appropriate.

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

23 **C. The Parties responsibilities:**

24 1. Cooperate in the exchange of program information, best practices and measurement of participant's attainment in the interest of implementing this SC.

25 2. Identify information gaps which, if filled, will benefit cooperating parties and provide opportunities.

Agreement Number: FY2021/2023-<Insert City>
WIOA Youth Subgrant <Insert Number> / FY2021-2023
Catalog of Federal Domestic Assistance (CFDA) #<Insert>

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.

7 **VII. Funding**

8 This SC does not obligate any funds from any Party. **-OR-** This SC does obligate funds from the
9 Agency to the Contractor in the amount of, not exceeding, \$ xxxxxx.00 for the term of
10 **July 1, 202X to June 30, 202X.**

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

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

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

21 D. Activities not allowed under this SC:

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

26 E. Program Compliance

27 To ensure program compliance with the provisions of WIOA Sections 116, including
28 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

1 on an annual basis. Program compliance ensures that the Contractor is in compliance
2 with laws and regulations governing the use of WIOA funds. Fiscal program
3 compliance shall analyze, evaluate, and determine program compliance with
government financial systems, expenditure rate and cost guidelines.

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

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

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

- 22 A. This SC is effective upon signature and dated by the final approving Party as indicated
23 below.
- 24 B. This SC shall expire on June 30, 20XX unless terminated, extended, or renewed in
25 writing. The terms or conditions of such extension or renewal will be in writing and
26 require the signature of the Agency and the Contractor.
- 27 C. This SC may be amended through written agreement of all signatories. Copies of the
28 amendment must be provided to the Parties of this SC.

1 D. This SC may be terminated prior to the expiration date by providing thirty (30) calendar
2 days written notice of termination to the other Party.

3 **IX. Records**

4 A. Any records or documents generated as a result of this SC shall become part of the
5 official record maintained and controlled by the Party that originated creation of the
6 document or that has ownership of the information.

7 B. Any requests for release of records associated with the implementation of this SC to
8 anyone outside of the Parties must be determined based on applicable laws including
9 the Freedom of Information Act and Privacy Act.

10 **X. Indemnification**

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

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

18 **XI. Insurance**

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

23 **XII. Dispute Resolution Process**

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

26 **XIII. Conformity with Applicable Law**

27 In providing all services under this SC, the Contractor shall abide, be governed and construed by
28 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.

1 **XIV. Assurances and Certifications**

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

- 4 1. WIOA Contractor shall comply with all applicable terms and provisions contained in
5 the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128.
- 6 2. Affirmative Action Compliance Program of the County of Riverside (known as the
7 Riverside County Minority/Women Business Enterprise [M/WBE] Policy) and rules and
8 regulations adopted pursuant thereto, Executive Orders 11246, 11375, 11625, 12138,
9 12432, 12250, Title VII of the Civil Rights Act of 1964, the Provisions of Public Law
10 107-288, Jobs for Veterans Act, as the law applies to Department of Labor ("DOL") job
11 training programs, the California Fair Employment Practice Act, California Public
12 Contracts Code 2000, and other applicable federal, state and county laws, regulations
13 and policies relating to equal employment and contracting opportunities, including laws
14 and regulations hereinafter enacted.
- 15 3. Anti-Kickback Act (1986) prohibits any payment or gratuity made for the purpose of
16 inducing award of a subcontract or prime contract with the federal government.
- 17 4. Child Support Compliance Act enforces the importance of the child and family support
18 obligations and shall fully comply with applicable state and federal laws relating to child
19 and family support enforcement, including, but not limited to, disclosure of information
20 and compliance with earning assignment orders, as provided in Chapter 8, section
21 5200 of Part 5 of Division 9 of the Family Code, and that to the best of its knowledge,
22 Contractor is fully complying with earnings assignment order of all employees and is
23 providing names of all new employees to the New Employee Registry maintained by
24 the California Employment Development Department ("EDD").
- 25 5. Corporate Registration the Contractor, if it is a corporation, certifies it is registered with
26 the Secretary of the State of the State of California.
- 27 6. Debarment and Suspension certification, the Contractor hereby assures and certifies
28 that the Contractor shall comply with the regulations implementing Executive Order
12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I
that the prospective participant, to the best of its knowledge and belief, that it and its
principals: are not presently debarred, suspended, proposed for debarment, declared
ineligible, or voluntarily excluded from covered transactions by any federal department
or agency; have not within a three-year period preceding this A been convicted of or
had a civil judgment rendered against them for commission of fraud or a criminal
offense in connection with obtaining, attempting to obtain, or performing a public

1 (federal, state or local) transaction or contract under a public transaction, violation of
2 federal or state antitrust statutes or commission of embezzlement, theft, forgery,
3 bribery, falsification, or restrictions of records, making false statements, or receiving
4 stolen property; are not presently indicted for or otherwise criminally or civilly charged
5 by a government entity (federal, state or local) with commission of any of the offenses
6 enumerated above; have not within a three-year period preceding this SC had one or
7 more public transactions (federal, state or local) terminated for cause of default. Where
8 the Contractor is unable to certify to any of these statements in this certification such
9 prospective entity shall immediately notify the County before signing the SC.

10 7. Drug Free Workplace. Contractor shall comply with the requirements of the Drug-Free
11 Workplace Act of 1990 and shall provide a drug-free workplace by taking the following
12 actions: publish a statement notifying employees that unlawful manufacture,
13 distribution, dispensation, possession, or use of a controlled substance is prohibited
14 and specifying actions to be taken against employees for violations; establish a Drug-
15 Free Awareness Program to inform employees about the following:

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

24 8. Environmental Protection Regulations

- 25 a. Clean Air Act (42 U.S.C. 7401-7671q.); Federal Water Pollution Control Act (33
26 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess
27 of \$150,000 must contain a provision that requires the non-Federal award to
28 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.

- 1 b. Energy Policy and Conservation Act - Mandatory standards and policies
2 relating to energy efficiency which are contained the state energy conservation
3 plan issued in compliance with the Energy Policy and Conservation Act.
- 4 c. Air or Water pollution Violation, not be in violation of any order or resolution
5 not subject to review promulgated by the State Air Resources Board or an air
6 pollution district; subject to cease and desist order not subject to review issued
7 pursuant prohibitions; or finally determined to be in violation of provisions of
8 federal law relating to air and water pollution.
- 9 9. Fair Labor Standards Act (1938) provides minimum wage and overtime requirements.
10 Under FLSA, all non-exempt employees are entitled to cash overtime for all hours
11 worked over 40 in a workweek. The Act, as amended by the Minimum Wage Increase
12 Act of 1996, is enforced by the Wage and Hour Division of the Department of Labor
13 and private lawsuits.
- 14 10. Family Educational Rights and Privacy Act of 1974 and related state law and
15 regulations require the proper disclosure of individually identifiable records. All state
16 and County information is confidential when it identifies an individual or an employing
17 unit. Confidential information requires special precautions such as, but not limited to,
18 locked files, computer passwords, and assigned staff access, to protect it from loss,
19 unauthorized use, access, disclosure, modification and destruction.
- 20 11. Family and Medical Leave Act (1993) requires that employers, with fifty (50) or more
21 employees, provide up to twelve (12) weeks of unpaid leave, with any 12 month period,
22 to employees for the care of a newborn or adopted child, for the care of a seriously ill
23 family member, or for treatment and care of the employee's own serious medical
24 condition. The Act is enforced by the Wage and Hour Division of the Department of
25 Labor.
- 26 12. Immigration Reform and Control Act (1986) requires employers to verify that applicants
27 for employment are authorized to work in the United States. The Act provides civil and
28 criminal penalties for knowingly employing unauthorized aliens and prohibits
29 discrimination based on national origin or citizenship if the alien is authorized to work.
30 The Act is enforced by the Department of Justice and the Department of Homeland
31 Security.
- 32 13. Jobs for Veterans Act (Public Law 107-288): By signing this SC, the Contractor hereby
33 assures and certifies that it will comply with the provisions of this Act and establish a
34 priority for service for veterans (and some spouses) who otherwise meet the eligibility
35 requirements for participation in the program.
- 36 14. Military Selective Service Act shall be insured by the Secretary that each individual
37 participating in any WIOA program or receiving any assistance or benefit under this

chapter has not violated section three (50 U.S.C. 453) by not presenting and submitting to registration as required pursuant to such section. The Director of the Selective Service System shall cooperate with the Secretary in carryout out this section.

15. False Claims Act ("FCA") provides, in pertinent part, that: (a) Any person who (1) knowingly presents, or causes to be presented, to an officer or employee of the United States Government or a member of the Armed Forces of the United States a false or fraudulent claim for payment or approval; (2) knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government; (3) conspires to defraud the Government by getting a false or fraudulent claim paid or approved by the Government; or (7) knowingly makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the Government; Is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages which the Government sustains because of the act of that person. (b) For purposes of this section, the terms "knowing" and "knowingly" mean that a person, with respect to information (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information, and no proof of specific intent to defraud is required. While the False Claims Act imposes liability only when the claimant acts "knowingly," it does not require that the person submitting the claim have actual knowledge that the claim is false. A person, who acts in reckless disregard or in deliberate ignorance of the truth or falsity of the information, also can be found liable under the Act. In sum, the False Claims Act imposes liability on any person who submits a claim to the federal government that he or she knows (or should know) is false. The False Claims Act also imposes liability on an individual who may knowingly submit a false record in order to obtain payment from the government. The third area of liability includes those instances in which someone may obtain money from the federal government to which he may not be entitled, and then uses false statements or records in order to retain the money. In addition to its substantive provisions, the FCA provides that private parties may bring an action on behalf of the United States. 31 U.S.C. 3730 (b). These private parties, known as "*qui tam* relators," may share in a percentage of the proceeds from an FCA action or settlement. Section 3730(d)(1) of the FCA provides, with some exceptions, that a *qui tam* relator, when the Government has intervened in the lawsuit, shall receive at least 15 percent but not more than 25 percent of the proceeds of the FCA action depending upon the extent to which the relator substantially contributed to the prosecution of the action. When the Government does not intervene, section 3730(d)(2) provides that the

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

7
8 16. National Labor Relations Board certifies that no more than one (1) final unappealable
9 finding of contempt of court by a federal court has been issued against the Contractor
10 within the immediately preceding two-year period because of Contractor's failure to
11 comply with an order of a federal court which orders the Contractor to comply with an
12 order of the National Labor Relations Board.

13 17. Nondiscrimination Clause the conduct of the Parties to this SC shall be in accordance
14 with Title VI of the Civil Rights Act of 1964 and the Rules and Regulations promulgated
15 there under the provision of the WIOA, Section 188. As a condition to the award of
16 financial assistance from the Department of Labor under Title I of WIOA, the Contractor
17 assures that it will comply fully with the nondiscrimination and equal opportunity
18 provision of the following laws: The nondiscrimination and equal opportunity provisions
19 found in Section 188 of WIOA and 29 CFR Part 38 prohibit discrimination on the basis
20 of race; color; religion; sex (including pregnancy, childbirth, and related medical
21 conditions, transgender status, and gender identity); national origin (including Limited
22 English Proficiency); age; disability; political affiliation or belief; or, for beneficiaries,
23 applicants, and participants only, on the basis of citizenship status or participation in a
24 WIOA Title I-financially assisted program or activity; Title VI of the Civil Rights Act of
25 1964, as amended, which prohibits discrimination on the basis of race, color and
26 national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which
27 prohibits discrimination against qualified individual with disabilities; The Age
28 Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of
age; and Title IX of the Education Amendments of 1972, as amended, which prohibits
discrimination on the basis of sex in educational programs. The Contractor assures
that it will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part
2900 and all other regulations implementing the laws listed above. This assurance
applies to the Contractor's operations of the WIOA Title I-financially assisted program
or activity, and to all agreements that the grant applicant makes to carry out the WIOA
Title – financially assisted program or activity. The Contractor will "comply fully with
the nondiscrimination and equal opportunity provisions of the WIOA" (29 CFR Part 38
Preamble) and acknowledge the government's right to seek judicial enforcement of the
nondiscrimination assurance.

Agreement Number: FY2021/2023-<Insert City>
WIOA Youth Subgrant <Insert Number> / FY2021-2023
Catalog of Federal Domestic Assistance (CFDA) #<Insert>

- 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
18. Occupational Safety and Health Act (1970) requires all employers to provide a work place that is free from recognized hazards that cause, or are likely to cause, death or serious physical harm to employees. The Act also establishes the Occupational Safety and Health Administration that is responsible for promulgating workplace safety standards and regulations for various industries. The Act is enforced by the Occupational Safety and Health Administration.
 19. Political Reform Act (of 1974, amended in 1996) requires each state and local agency to adopt a conflict of interest code. Conflict of interest codes are required to prohibit officials of any state or local government agency from making, participating or in any way attempting to use their official position to influence a governmental decision in which the official knows or has reason to know that he or she has a financial interest.
 20. Sectarian Activities are not permitted and does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatsoever, as specified by Article XVI, Section 5, of the Constitution regarding separation of church and state.
 21. Vietnam Era Veteran's Readjustment Assistance Act (1974) makes it unlawful for employers to discriminate against veterans of the Armed Forces in their employment practices. It also provides veterans with certain reemployment, seniority, health benefit, and pension rights with respect to prior employment.
 22. Whistleblower Protection Statutes (1989) protect employees of financial institutions and government Subrecipients from discriminatory and retaliatory employment actions because of reporting violations of the law to federal authorities. The Act is enforced by the Wage and Hour Division of the Department of Labor.

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

3
4 **Agency:**

Contractor :

5
6
7 Signature: _____

Signature: _____

8 Print Name: _____

Print Name: _____

9 Title: _____

Title: _____

Dated: _____

Dated: _____



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued \$5,000 or more must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding \$50,000 require a formal public bid. Procurement's may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than \$50,000 require additional Board of Supervisors approval.

Supplier Details

Vendor California Family Life Center
Fulfillment Address Hemet - ACH *9812:
 PO Box 727
 Hemet, California 92546 United States
Vendor Phone +1 951-765-9671

Distribution

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information. ✕

Email (HTML Body) mjramirez@cflickids.org
Contract

Background Information

Please indicate if this is a single or sole source below

Single Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

Yes

If selected "yes", please provide the approved SSJ# below

SSJ# 21-004

If selected "yes", was the request approved for a different project?

No

Purchase Details

1. Supply/Service being requested:

California Family Life Center (CFLC) provide Workforce Innovation and Opportunity Act (WIOA) Youth Program Services to at risk youth ages 16-24 through the three (3) Youth Opportunity Centers in Hemet, Lake Elsinore and Rubidoux. These services include education, work experience, job placement and career development in a youth centric environment. These services ensure youth have the support needed to achieve their education and career goals to put them on the path toward self-sufficiency.

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

California Family Life Center currently provides youth services in three (3) of the County's six (6) youth opportunity centers. They have met and exceeded previous contract requirements and have a

Current Year Cost

6. Identify all costs for this requested purchase.

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.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

FY 2021/2022 California Family Life Center (CFLC)

strong track record of youth advocacy and partnerships with in the greater community.

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

The Purchasing Department put out a Request for Proposal (RFP) WDARC-021 on behalf of HHPWS/WDD for WIOA Youth Program Services. The RFP was deemed a failed competition as not all youth opportunity centers received more than one proposal as stipulated in the RFP. It is crucial that there be no gap in youth services, therefore, the youth services provided by CFLC are essential to continue serving at-risk youth.

4. Period of Performance 7/1/2021
From:

Period of Performance To: 6/30/2026

Is this an annually renewable contract or is it fixed term?
 Annually Renewable

5. Price Reasonableness:

CFLC has had a 12 plus years contractual relationship with HHPWS/WDD for the operation of the County's Year-Round Youth Programs at the Hemet, Lake Elsinore and Rubidoux YOCs. The State as well as HHPWS/WDD have monitored and audited previous contracts and have deemed the cost reasonable.

Projected Board of Supervisor Date (if applicable): 11/9/2021

Commodity Code 96258

Youth Services Program - Hemet, Lake Elsinore & Rubidoux Youth Opportunity Centers (\$685,000 + \$635,000 + \$635,000 = \$1,917,032)

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

| Description | Price |
|--|--------------|
| California Family Life Center (Hemet, Lake Elsinore, Rubidoux YOC) WIOA Youth Services Program | 1,917,032.00 |

Enter all additional FY costs in the table below. Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

| | | |
|----|-----------|-------------|
| FY | 2022/2023 | \$2,550,000 |
| FY | 2023/2024 | \$2,550,000 |
| FY | 2024/2025 | \$2,550,000 |
| FY | 2025/2026 | \$2,550,000 |
| FY | | |

Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

Current Year Cost Total: 1,917,032.00

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

- Additional supporting documentation includes:
- Previously approved SSJ's
 - other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval

Approved by

Date Revised

Approval

Conditions/Comments

This section to be filled out by Purchasing Management

Suzanna Hinckley

3/2/2022



only upon approval.

Total 1,917,032.00



Use this form to submit a single or sole source requisition for review by your Buyer and/or Procurement Contract Specialist. All procurements valued \$5,000 or more must seek competitive bids from a minimum of three suppliers, or the expectation that three or more suppliers will respond, or be justified by a Single/Sole Source. All purchases exceeding \$50,000 require a formal public bid. Procurements may not be artificially segregated to lesser dollar amounts for the purpose of bypassing this requirement.

Sole/Single Source service requests that are greater than \$50,000 require additional Board of Supervisors approval.

Supplier Details

Vendor Res-Care Inc
Fulfillment Address CCorp - Services: (preferred)
 Equus Workforce Solutions
 805 N Whittinton Pkwy
 Louisville, Kentucky 40222 United States
Vendor Phone +1 502-630-7307

Distribution

The system will distribute purchase orders using the method(s) indicated below:

Check this box to customize order distribution information.

Fax +1 502-630-7307
Contract

Background Information

Please indicate if this is a single or sole source below

Single Source

Have you previously requested and received approval for a sole/single source request for this vendor for your department?

Yes

If selected "yes", please provide the approved SSJ# below

SSJ# 21-005

If selected "yes", was the request approved for a different project?

No

Purchase Details

1. Supply/Service being requested:

Equus Workforce Solutions (EQUUS) provide Workforce Innovation and Opportunity Act (WIOA) Youth Program Services to at risk youth ages 16-24 through the three (3) Youth Opportunity Centers in Indio, Moreno Valley and Perris. These services include education, work experience, job placement and career development in a youth centric environment. These services ensure youth have the support needed to achieve their education and career goals to put them on the path toward self-sufficiency.

2. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Equus Workforce Solutions currently provides youth services in three (3) of the County's six (6) youth opportunity centers. They have met and exceeded previous contract requirements and have a

Current Year Cost

6. Identify all costs for this requested purchase.

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.

Describe all current fiscal year costs associated with this procurement in the box below. Insert all one time costs associated with this project in the table below.

FY 2021/2022 Equus Workforce Solutions (EQUUS)

strong track record of youth advocacy and partnerships with in the greater community.

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

The Purchasing Department put out a Request for Proposal (RFP) WDARC-021 on behalf of HHPWS/WDD for WIOA Youth Program Services. The RFP was deemed a failed competition as not all youth opportunity centers received more than one proposal as stipulated in the RFP. It is crucial that there be no gap in youth services, therefore, the youth services provided by EQUUS are essential to continue serving at-risk youth.

4. Period of Performance 7/1/2021
From:

Period of Performance To: 6/30/2026

Is this an annually renewable contract or is it fixed term?
Annually Renewable

5. Price Reasonableness:

EQUUS has had a 12 plus years contractual relationship with HHPWS/WDD for the operation of the County's Year-Round Youth Programs at the Hemet, Lake Elsinore and Rubidoux YOCs. The State as well as HHPWS/WDD have monitored and audited previous contracts and have deemed the cost reasonable.

Projected Board of Supervisor Date (if applicable): 11/9/2021

Commodity Code 96258

Youth Services Program - Indio, Moreno Valley & Perris Youth Opportunity Centers (\$685,000 + \$635,000 + \$585,000 = \$1,905,000)

Insert all current fiscal year costs in the table below. Label the 'description' as the item that is being purchased.

Current FY Costs

| Description | Price |
|--|--------------|
| Equus Workforce Solutions (Indio, Moreno Valley, Perris) WIOA Youth Services Program | 1,905,000.00 |

Enter all additional FY costs in the table below. Only enter one fiscal year cost per line and identify the fiscal year that it pertains to. Fiscal year is from 7/1/00 to 6/30/00.. Example : FY 18/19 \$200

| | | |
|----|-----------|-------------|
| FY | 2022/2023 | \$2,550,000 |
| FY | 2023/2024 | \$2,550,000 |
| FY | 2024/2025 | \$2,550,000 |
| FY | 2025/2026 | \$2,550,000 |

Additional FY Cost

Describe all additional costs associated with this procurement in the box below. Include the dollar amounts for subsequent fiscal years if it differs from above.

Current Year Cost Total: 1,905,000.00

Supporting Documentation

If this request is for professional services, attach the service agreement to this sole source request. The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law.

- Additional supporting documentation includes:
- Previously approved SSJ's
 - other

For all other requests, attach the vendor's cost proposal

Internal Attachments

Purchasing Approval

Approved by


Date Approved

Approval
Conditions/Comments

This section to be filled out by Purchasing Management only upon approval.

Suzanna Hinckley, Assistant Director 03/02/2022

Total 1,905,000.00