

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



ITEM: 3.22  
(ID # 18197)

**MEETING DATE:**

Tuesday, March 22, 2022

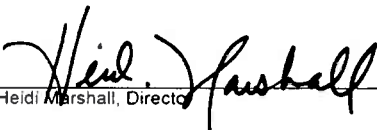
**FROM :** HOUSING AND WORKFORCE SOLUTIONS:

**SUBJECT:** HOUSING AND WORKFORCE SOLUTIONS (HWS) / COMMUNITY ACTION PARTNERSHIP (CAP): Ratify and Approve the Professional Services Agreement Template for use between HWS/CAP and the Selected Service Providers to Implement the Pre-Apprenticeship Program; All Districts. [\$512,400 - 100% CSBG Funding]

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

1. Ratify and Approve a form of the Professional Services Agreement for the Pre-Apprenticeship Program by and between the County of Riverside Community Action Partnership – Riverside and the Funded Agency (Agreement) to be used between the nine (9) selected small businesses (Service Providers) and the County of Riverside's Department of Housing and Workforce Solutions (HWS) on behalf of its Community Action Partnership agency (CAP) for a total contract amount for each Agreement of \$42,700 per student, per school year, twelve students maximum, for a not to exceed amount of \$512,400 in Community Service Block Grant (CSBG) funding to provide CAP low-income clients with pre-employment and on-the-job training in their particular field(s);
2. Authorize the Director of HWS, or designee, to execute a form of the Agreements with each Service Provider, conforming in form and substance to the attached Agreement, subject to approval as to form by County Counsel; and
3. Authorize the Director of HWS, or designee, to take all necessary steps to implement the Agreements, including but not limited to: (a) signing subsequent necessary and relevant documents, subject to approval as to form by County Counsel; (b) signing any necessary agreement(s) related to the Pre-Apprenticeship Program funding; (c) negotiating, signing and implementing any Agreements or amendments to any Agreement(s), including but not limited to, at CAP's discretion, new Agreements with any additional Service Providers that were previously selected by CAP but due to funding limitations were not awarded this year; and (d) any agreements or amendments that result in a disbursement of, or an increase in, any funds awarded by CAP, not to exceed 10% of the total award amount, subject to approval as to form by County Counsel.

**ACTION:Policy**

  
Heidi Marshall, Director 2/28/2022

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**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

Kecia R. Harper

Clerk of the Board

By:   
Deputy

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$512,400	\$0	\$512,400	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Community Service Block Grant Funds 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 21/22 - 22/23	

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

**BACKGROUND:**

**Summary**

The Department of Housing and Workforce Solutions (HWS), on behalf of its Community Action Partnership agency (CAP), has received Community Service Block Grant (CSBG) funding from the State of California, Community Services and Development (CSD) for its Pre-Apprenticeship Program.

On January 1, 2021, CAP issued a Request for Qualifications (RFQ), for Program Year 2022 - 2026 to solicit local small businesses to work with low-income youth throughout Riverside County to receive pre-employment and on-the-job training through CAP's Pre-Apprenticeship Program. The Pre-Apprenticeship Program addresses the employment needs of low-income youth by providing a workplace-mentoring and employment preparation program that matches high-school (Junior & Seniors) students with small businesses in their communities, up to a maximum of 520 work/training hours at prevailing minimum wage.

Twenty-five (25) local businesses responded to the RFQ and based on their qualifications and the current funding levels, only nine (9) were selected as Service Providers for the Pre-Apprenticeship Program: Advanced Weltec, Corona Norco United Way, Desert Best Friend's Closet, My Learning Studio, Jennifer Smart Foundation, Spirit Mountain Retreat, Escuela de la Raza Unida, Galilee Center, and Xenia Printing.

All Service Providers have prior experience working with CAP. These businesses are located throughout Riverside County and offer youth the opportunity to work close to their homes. Over the years, the program has positively impacted numerous lives and created paths out of poverty for youth to move in a positive direction.

CAP has utilized CSBG funds in the past for the administration and operation of community-based programs designated to reduce poverty, revitalize low-income communities, and empower low-income families and individuals residing in Riverside County. One such program is the Pre-Apprenticeship Program, an after-school program that provides job

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training services to low-income youth that provides on-the-job, mentor-based focused, pre-apprenticeship training services.

The agreement between Service Providers and CAP shall be memorialized in the Professional Services Agreement Template (Agreement), attached hereto as Attachment "A", which sets forth the terms of the Pre-Apprenticeship Program and has been approved as to form by County Counsel.

**Impact on Residents and Businesses**

Low-income youth of Riverside County will have access to job training and pre-employment services.

**Additional Fiscal Information**

No County General Funds would be required.

**ATTACHMENTS:**

- A. Professional Services Agreement Template

  
Encarna Lontajo, Principal Management Analyst

3/15/2022

  
Gregory L. Prietos, Director County Counsel

3/2/2022

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**PROFESSIONAL SERVICES AGREEMENT**

**For**

**The Pre-Apprenticeship Program**

**By and Between**

**The County of Riverside**

**Community Action Partnership - Riverside**

**And**

**[FUNDED AGENCY]**



1 THIS PROFESSIONAL SERVICES AGREEMENT FOR THE PRE-  
2 APPRENTICESHIP PROGRAM ("Agreement"), is made and entered into this 1st day of  
3 January, 2022 by and between [FUNDED AGENCY], a [type of corp. or non-profit]  
4 ("CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State  
5 of California, on behalf of its COMMUNITY ACTION PARTNERSHIP agency, ("CAP").

6 The parties agree as follows:  
7

8 **1. Description of Services**

9 CONTRACTOR shall provide CAP Riverside clients, who are low-income, and  
10 their families, with the following services as outlined and specified in the Scope of  
11 Service, attached hereto as Exhibit "A" and incorporated herein by this reference,  
12 including but not limited to the following:

- 13 A. Job Training
- 14 B. Workplace Mentoring
- 15 C. Employment Preparation

16 Collectively, the Pre-Apprenticeship Services.

17 **1.1** CONTRACTOR represents that it has the skills, experience, and  
18 knowledge necessary to fully and adequately perform under this Agreement, and CAP  
19 relies upon this representation. CONTRACTOR shall perform to the satisfaction of CAP,  
20 and CONTRACTOR shall perform the services and duties in conformance to and  
21 consistent with the standards generally recognized as being employed by professionals  
22 in the same discipline in the State of California. CONTRACTOR further represents and  
23 warrants to CAP that it has all licenses, permits, qualifications and approvals of whatever  
24 nature are legally required to practice its profession. CONTRACTOR further represents  
25 that it shall keep all such licenses and approvals in effect during the term of this  
26 Agreement.

27 **1.2** CONTRACTOR affirms that it is fully apprised of all of the work to be performed  
28 under this Agreement; and CONTRACTOR agrees it can properly perform this work at the

1 fee stated in Paragraph 3.1. CONTRACTOR shall not perform services or provide products  
2 that are not set forth in this Agreement, unless by prior written request of CAP.

3 **1.3** Acceptance by CAP of CONTRACTOR'S performance under this Agreement  
4 does not operate as a release of CONTRACTOR'S responsibility for full compliance with the  
5 terms of this Agreement.

6  
7 **2. Period of Performance**

8 **2.1** This Agreement shall commence on January 1st, 2022 and shall continue  
9 until the funds are expended or until December 31st, 2026, whichever occurs first, unless  
10 earlier terminated pursuant to Paragraph 5 below. CONTRACTOR shall commence  
11 performance upon January 1st, 2022 and shall diligently and continuously perform  
12 thereafter.

13  
14 **3. Compensation**

15 **3.1** CAP shall pay CONTRACTOR for services performed, products provided,  
16 and expenses incurred in accordance with the Scope of Service attached hereto as  
17 Exhibit "A", the Pre-Apprenticeship Services. Maximum payment by CAP to  
18 CONTRACTOR for the services provided herein, shall not exceed FORTY-TWO  
19 THOUSAND SEVEN HUNDRED DOLLARS (\$42,700), including all expenses,  
20 ("Contracted Amount").

21 CAP shall not be responsible for any fees or costs incurred above or beyond the  
22 aforementioned Contracted Amount and CAP shall have no obligation to purchase any  
23 specified amount of services or products, unless agreed to in writing by CAP pursuant  
24 to Paragraph 4 below. CONTRACTOR shall not be entitled to any additional fees for any  
25 of the Pre-Apprenticeship Services other than those set forth below and in Exhibit "B".

26 No compensation shall be allowed for administrative, overhead, insurance, word  
27 processing (normal or overflow secretarial time or overtime, or computer time or service)  
28 and related expenses.

1           **3.2** The maximum amounts payable to the CONTRACTOR pursuant to this  
2 Agreement shall be as follows:

3           First Year:           \$10,140 (includes one-time participation incentive)

4           Next Four Years:   \$8,140 per year (includes Workman's Comp.)

5           TOTAL:                \$42,700

6           **3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted  
7 to CAP Riverside by CONTRACTOR. CAP shall pay the invoice within thirty (30) working  
8 days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR  
9 only after services have been rendered or delivery of materials or products, and  
10 acceptance has been made by CAP. Prepare invoices in duplicate. For this Agreement,  
11 send the original and duplicate copies of invoices to:

12                               Community Action Partnership - Riverside

13                           2038 Iowa Avenue Ste. B-102, Riverside, CA 92507

14                                   ATTN: Lilly Cardoza

15                                   (951) 955-1137

16           **a)** The CONTRACTOR shall submit a monthly invoice for actual  
17 expenses incurred in providing the Pre-Apprenticeship Services along with  
18 appropriate documentation of expenditures (receipts, copies of checks  
19 issued, timecards, travel expense, etc.); remittance address; and an  
20 invoice total.

21           **b)** The Invoice must be submitted within five (5) working days of the  
22 end of the reporting period. Expenditures may not be reimbursed if all  
23 documentation is not received in a timely manner.

24           **c)** If the eligibility of expenditures cannot be determined because  
25 CONTRACTOR'S records or documentation are nonexistent or  
26 inadequate, according to generally accepted accounting practices, the  
27 questionable costs shall be disallowed by CAP.

28           **3.4** CAP obligation for payment of this Agreement beyond the current fiscal

1 year end is contingent upon and limited by the availability of CAP's funding from which  
2 payment can be made. No legal liability on the part of CAP Riverside shall arise for  
3 payment beyond June 30 of each calendar year unless funds are made available for  
4 such payment. In the event that such funds are not forthcoming for any reason, CAP  
5 shall immediately notify CONTRACTOR in writing, and this Agreement shall be deemed  
6 terminated and have no further force and effect.

7 **3.5** CONTRACTOR acknowledges and agrees that this Agreement and the  
8 provision of services hereunder is nonexclusive and that the CAP may enter into similar  
9 agreements with other entities for the provision of similar services.

10 **3.6** The CONTRACTOR agrees that if, during the period of performance, CAP  
11 determines that the total Contracted Amount will not be expended, CAP, in its sole and  
12 absolute discretion, reserves the right to reduce the Contracted Amount, as determined  
13 by a review of CONTRACTOR'S invoices. Any reductions will be made in accordance  
14 with the terms outlined below in Paragraph 4 and/or Paragraph 5.

15  
16 **4. Alteration or Changes to the Agreement**

17 **4.1** No alteration or variation of the terms of this Agreement shall be valid  
18 unless made in writing and signed by the parties hereto, and no oral understanding or  
19 agreement not incorporated herein shall be binding on any of the parties hereto. No  
20 additional services shall be performed by CONTRACTOR without a written amendment  
21 to this Agreement.

22 **4.2** CONTRACTOR understands that the Executive Director or designee are  
23 the only authorized representatives who may at any time, by written order, make any  
24 alterations within the general scope of this Agreement.

25 **4.3** Nothing in this Paragraph 4 shall excuse the CONTRACTOR from  
26 proceeding with performance of the Agreement even if there has been a change in the  
27 Scope of Service.

28



1 **5. Termination**

2 **5.1** CAP may, by written notice to CONTRACTOR, terminate this Agreement in  
3 whole or in part at any time. Such termination may be for CAP'S convenience or because  
4 of CONTRACTOR'S failure to perform its duties and obligations under this Agreement  
5 including, but not limited to, the failure of CONTRACTOR to timely perform services  
6 pursuant to this Agreement, including, but not limited to the Scope of Service attached  
7 hereto as Exhibit "A" and the Services.

8 **5.2 Discontinuance of Services.** Upon Termination, CONTRACTOR shall,  
9 unless otherwise directed by the notice, discontinue all services and deliver to CAP all  
10 data, estimates, graphs, summaries, reports, and other related materials as may have  
11 been prepared or accumulated by CONTRACTOR in performance of services, whether  
12 completed or in progress.

13 **5.3 Effect of Termination for Convenience.** If the termination is to be for the  
14 convenience of CAP, then CAP shall compensate CONTRACTOR for services  
15 satisfactorily provided through the date of termination. CONTRACTOR shall provide  
16 documentation deemed adequate by CAP to show the services actually completed by  
17 CONTRACTOR prior to the date of termination. This Agreement shall terminate thirty  
18 (30) days following receipt by CONTRACTOR of the written notice of termination.

19 **5.4 Effect of Termination for Cause.** If the termination is due to the failure of  
20 CONTRACTOR to fulfill its obligations under this Agreement, CONTRACTOR shall be  
21 compensated for those services which have been completed in accordance with this  
22 Agreement and accepted by CAP. In such case, CAP may take over the work and  
23 prosecute the same to completion by contract or otherwise. Further, CONTRACTOR  
24 shall be liable to CAP for any reasonable additional costs incurred by CAP to revise work  
25 for which CAP has compensated CONTRACTOR under this Agreement, but which the  
26 CAP has determined in its sole discretion needs to be revised in part or whole to  
27 complete the project. Prior to discontinuance of services, CAP may arrange for a  
28 meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take

1 to adequately fulfill its requirements under this Agreement. In its sole discretion, CAP  
2 may propose an adjustment to the terms and conditions of the Agreement, including the  
3 contract price. Such contract adjustments, if accepted in writing by the parties, shall  
4 become binding on CONTRACTOR and shall be performed as part of this Agreement.  
5 In the event of termination for cause, unless otherwise agreed to in writing by the parties,  
6 this Agreement shall terminate seven (7) days following the date the notice of termination  
7 was mailed to CONTRACTOR. Termination of this Agreement for cause may be  
8 considered by CAP in determining whether to enter into future agreements with  
9 CONTRACTOR.

10 **5.5** Notwithstanding any of the provisions of this Agreement, CONTRACTOR'S  
11 rights under this Agreement shall terminate (except for fees accrued prior to the date of  
12 termination) upon dishonesty, or a willful or material breach of this Agreement by  
13 CONTRACTOR, or in the event of CONTRACTOR'S unwillingness or inability for any  
14 reason whatsoever to perform the duties hereunder, or if the Agreement is terminated  
15 pursuant to this Paragraph 5. In such event, CONTRACTOR shall not be entitled to any  
16 further compensation under this Agreement.

17 **5.6** If this Agreement is federally or State funded, CONTRACTOR cannot be  
18 debarred from the System for Award Management (SAM). CONTRACTOR must notify  
19 CAP immediately of a debarment. Reference: System for Award Management (SAM) at  
20 <https://www.sam.gov> for the Central Contractor Registry (CCR), Federal Agency  
21 Registration (FedReg), Online Representations and Certifications Application, (ORCA)  
22 and Excluded Parties List System (EPLS). (Executive Order 12549, 7 CFR Part 3017,  
23 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the  
24 Official U.S. Government system that consolidated the capabilities of CCR, FedReg,  
25 ORCA, and EPLS.

26 **5.7** The rights and remedies of CAP provided in this Paragraph 5 shall not be  
27 exclusive and are in addition to any other rights and remedies provided by law or this  
28 Agreement.

1  
2 **6. Ownership/Use of Contract Materials and Products**

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

11 **7. Conduct of Contractor**

12 **7.1** CONTRACTOR covenants that it presently has no interest, including but  
13 not limited to, other projects or independent contracts, and shall not acquire any such  
14 interest, direct or indirect, which would conflict in any manner or degree with the  
15 performance of services required under this Agreement. CONTRACTOR further  
16 covenants that in the performance of this Agreement, no person having any such interest  
17 shall be employed or retained by it under this Agreement. CONTRACTOR agrees to  
18 inform CAP of all CONTRACTOR'S interests, if any, which are or may be perceived as  
19 incompatible with CAP'S interests.

20 **7.2** CONTRACTOR shall not, under circumstances which could be interpreted  
21 as an attempt to influence the recipient in the conduct of his/her duties, accept any  
22 gratuity or special favor from individuals or firms with whom CONTRACTOR is doing  
23 business or proposing to do business, in accomplishing the work under this Agreement.

24 **7.3** CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and  
25 entertainment directly or indirectly to CAP employees.

26 **7.4** CONTRACTOR agrees to submit to CAP, prior to release, copies of any  
27 proposed publicity pertaining to this Agreement. CAP reserves the right to modify or  
28 withdraw said publicity, in its sole and absolute discretion.

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

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

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring to ensure proper performance under this Agreement; and shall permit a CAP representative(s) to monitor, assess or evaluate CONTRACTOR'S performance under this Agreement at any time upon reasonable notice to CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

9.1 CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of CAP. It is expressly understood and agreed that CONTRACTOR (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which CAP employees are

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

10 **9.2** CONTRACTOR warrants that it shall make its best effort to fully comply  
11 with all federal and state statutes and regulations regarding the employment of aliens  
12 and others and to ensure that employees performing work under this Agreement meet  
13 the citizenship or alien status requirement set forth in federal statutes and regulations.  
14 CONTRACTOR shall obtain, from all employees performing work hereunder, all  
15 verification and other documentation of employment eligibility status required by federal  
16 or state statutes and regulations including, but not limited to, the Immigration Reform and  
17 Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be  
18 hereafter amended. CONTRACTOR shall retain all such documentation for all covered  
19 employees, for the period prescribed by the law.

20  
21 **10. Subcontract for Work or Services**

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

27  
28 **11. Disputes**

1           **11.1** The parties shall attempt to resolve any disputes amicably at the working  
2 level. If that is not successful, the dispute shall be referred to the senior management of  
3 the parties. Any dispute relating to this Agreement which is not resolved by the parties  
4 shall be decided by the Contracting Officer who shall furnish the decision in writing. The  
5 decision of the Contracting Officer shall be final and conclusive unless determined by a  
6 court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so  
7 grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed  
8 diligently with the performance of this Agreement pending the resolution of a dispute.

9           **11.2** Prior to the filing of any legal action related to this Agreement, the parties  
10 shall be obligated to attend a mediation session in Riverside County before a neutral  
11 third-party mediator. A second mediation session shall be required if the first session is  
12 not successful. The parties shall share the cost of the mediations. Each party shall be  
13 responsible for its own legal fees and other expenses incident to the preparation for  
14 mediation.

15  
16 **12.    Licensing and Permits**

17           CONTRACTOR shall comply with all State or other licensing requirements,  
18 including but not limited to the provisions of Chapter 9 of Division 3 of the Business and  
19 Professions Code. All licensing requirements shall be met at the time proposals are  
20 submitted to CAP. CONTRACTOR warrants that it has all necessary permits, approvals,  
21 certificates, waivers and exemptions necessary for performance of this Agreement as  
22 required by the laws and regulations of the United States, the State of California, the  
23 County of Riverside and all other governmental agencies with jurisdiction and shall  
24 maintain these throughout the term of this Agreement.

25  
26 **13.    Data Security**

27           **13.1** Definitions: Capitalized terms used herein shall have the meanings set  
28 forth in this Paragraph 13.

1 "Authorized Employees" means CONTRACTOR'S employees who have a need  
2 to know or otherwise access Personal Information to enable CONTRACTOR to perform  
3 its obligations under this Agreement.

4 "Authorized Persons" means (i) Authorized Employees; and (ii) CONTRACTOR'S  
5 subcontractors, agents, and auditors who have a need to know or otherwise access  
6 Personal Information to enable CONTRACTOR to perform its obligations under this  
7 Agreement, and who are bound in writing by confidentiality obligations sufficient to  
8 protect Personal Information in accordance with the terms and conditions of this  
9 Agreement.

10 "Highly-Sensitive Personal Information" means an (i) individual's government-  
11 issued identification number (including social security number, driver's license number  
12 or state-issued identified number); (ii) financial account number, credit card number,  
13 debit card number, credit report information, with or without any required security code,  
14 access code, personal identification number or password, that would permit access to  
15 an individual's financial account; or (iii) biometric or health data.

16 "Personal Information" means information provided to CONTRACTOR by or at  
17 the direction of CAP, or to which access was provided to CONTRACTOR by or at the  
18 direction of CAP, in the course of CONTRACTOR'S performance under this Agreement  
19 that: (i) identifies or can be used to identify an individual (including, without limitation,  
20 names, signatures, addresses, telephone numbers, e-mail addresses and other unique  
21 identifiers); or (ii) can be used to authenticate an individual (including, without limitation,  
22 employee identification numbers, government-issued identification numbers, passwords  
23 or PINs, financial account numbers, credit report information, biometric or health data,  
24 answers to security questions and other personal identifiers), in case of both subclauses  
25 (i) and (ii), including, without limitation, all Highly-Sensitive Personal Information.  
26 Business contact information is not by itself deemed to be Personal Information.

27 **13.2 Standard of Care:**  
28

1           **A.** CONTRACTOR acknowledges and agrees that, in the course of its  
2 engagement by CAP, CONTRACTOR may receive or have access to Personal  
3 Information. CONTRACTOR shall comply with the terms and conditions set forth in this  
4 Agreement in its collection, receipt, transmission, storage, disposal, use and disclosure  
5 of such Personal Information and be responsible for the unauthorized collection, receipt,  
6 transmission, access, storage, disposal, use and disclosure of Personal Information  
7 under its control or in its possession by all Authorized Employees/Authorized Persons.  
8 CONTRACTOR shall be responsible for, and remain liable to, CAP for the actions and  
9 omissions of all Authorized Persons that are not Authorized Employees concerning the  
10 treatment of Personal Information as if they were CONTRACTOR's own actions and  
11 omissions.

12           **B.** Personal Information is deemed to be Confidential Information of CAP and is  
13 not Confidential Information of CONTRACTOR. In the event of a conflict or inconsistency  
14 between this Section 13 and compliance with California law, the terms and conditions  
15 set forth in this Section 13 shall govern and control.

16           **C.** In recognition of the foregoing, CONTRACTOR agrees and covenants that it  
17 shall:

- 18           (i) keep and maintain all Personal Information in strict confidence, using such  
19 degree of care as is appropriate to avoid unauthorized access, use or disclosure;  
20           (ii) use and disclose Personal Information solely and exclusively for the purposes  
21 for which the Personal Information, or access to it, is provided pursuant to the  
22 terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute,  
23 or otherwise disclose or make available Personal Information for  
24 CONTRACTOR'S own purposes or for the benefit of anyone other than CAP, in  
25 each case, without CAP'S prior written consent; and  
26           (iii) not, directly or indirectly, disclose Personal Information to any person other  
27 than its Authorized Employees/Authorized Persons, (an "Unauthorized Third  
28 Party"), without express written consent from CAP, unless and to the extent



1 required by government authorities or as otherwise to the extent expressly  
2 required by applicable law, in which case, CONTRACTOR shall (i) use best efforts  
3 to notify CAP before such disclosure or as soon thereafter as reasonably possible;  
4 and (ii) require the Unauthorized Third Party that has access to Personal  
5 Information to execute a written agreement agreeing to comply with the terms and  
6 conditions of this Agreement relating to the treatment of Personal Information.

7 **13.3 Information Security:**

8 **A.** CONTRACTOR represents and warrants that its collection, access, use,  
9 storage, disposal and disclosure of Personal Information does and will comply with all  
10 applicable federal, state, privacy and data protection laws, as well as all other applicable  
11 regulations and directives.

12 **B.** At a minimum, CONTRACTOR'S safeguards for the protection of Personal  
13 Information shall include: (i) limiting access of Personal Information to Authorized  
14 Employees/Authorized Persons; (ii) securing business facilities, data centers, paper files,  
15 servers, back-up systems and computing equipment, including, but not limited to, all  
16 mobile devices and other equipment with information storage capability; (iii)  
17 implementing network, device application, database and platform security; (iv) securing  
18 information transmission, storage and disposal; (v) implementing authentication and  
19 access controls within media, applications, operating systems and equipment; (vi)  
20 encrypting Highly-Sensitive Personal Information stored on any mobile media; (vii)  
21 encrypting Highly-Sensitive Personal Information transmitted over public or wireless  
22 networks; (viii) strictly segregating Personal Information from information of  
23 CONTRACTOR or its other customers so that Personal Information is not commingled  
24 with any other types of information; (ix) implementing appropriate personnel security and  
25 integrity procedures and practices, including, but not limited to, conducting background  
26 checks consistent with applicable law; and (x) providing appropriate privacy and  
27 information security training to CONTRACTOR'S employees.

28

1 **14. Non-Discrimination**

2 CONTRACTOR shall not discriminate in the provision of services, allocation of  
3 benefits, accommodation in facilities, or employment of personnel on the basis of ethnic  
4 group identification, race, religious creed, color, national origin, ancestry, physical  
5 handicap, medical condition, marital status or sex in the performance of this Agreement;  
6 and, to the extent they shall be found to be applicable hereto, shall comply with the  
7 provisions of the California Fair Employment Practices Act (commencing with Section  
8 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (Pub. L. 88-352), the  
9 Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other  
10 applicable laws or regulations.

11  
12 **15. Records and Documents**

13 CONTRACTOR shall make available, upon written request by any duly authorized  
14 Federal, State or County agency, a copy of this Agreement and such books, documents,  
15 and records as are necessary to certify the nature and extent of the CONTRACTOR'S  
16 costs related to this Agreement. All such books, documents and records shall be  
17 maintained by CONTRACTOR for at least five (5) years following termination of this  
18 Agreement and be available for audit by CAP. CONTRACTOR shall provide to CAP  
19 reports and information related to this Agreement as requested by CAP.

20  
21 **16. Confidentiality**

22 **16.1** CONTRACTOR shall not use for personal gain or make other improper use  
23 of privileged or confidential information which is acquired in connection with this  
24 Agreement. The term "privileged or confidential information" includes but is not limited to:  
25 unpublished or sensitive technological or scientific information; medical, personnel, or  
26 security records; anticipated material requirements or pricing/purchasing actions; CAP  
27 information or data which is not subject to public disclosure; CAP operational procedures;

28

1 and knowledge of selection of contractors, subcontractors or suppliers in advance of  
2 official announcement.

3 **16.2** CONTRACTOR shall protect from unauthorized disclosure, names and  
4 other identifying information concerning persons receiving services pursuant to this  
5 Agreement, except for general statistical information not identifying any person.  
6 CONTRACTOR shall not use such information for any purpose other than carrying out  
7 CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall promptly  
8 transmit to CAP all third-party requests for disclosure of such information. CONTRACTOR  
9 shall not disclose, except as otherwise specifically permitted by this Agreement or  
10 authorized in advance in writing by CAP, any such information to anyone other than CAP.  
11 For purposes of this Paragraph 16, identity shall include, but not be limited to, name, date  
12 of birth, social security number, symbol, identifying number, or other identifying particulars  
13 assigned to the individual, such as finger or voice print or a photograph.

14 **16.3** CONTRACTOR is subject to and shall operate in compliance with all  
15 relevant requirements contained in the Health Insurance Portability and Accountability  
16 Act (HIPAA) for sensitive patient data protection. Companies that deal with protected  
17 health information (PHI) must have physical, network, and process security measures in  
18 place and follow them to ensure HIPAA Compliance. Covered entities (anyone providing  
19 treatment, payment, and operations in healthcare) and business associates (anyone who  
20 has access to patient information and provides support in treatment, payment, or  
21 operations) must meet HIPAA Compliance. Other entities, such as subcontractors and  
22 any other related business associates must also be in compliance with HIPAA and the  
23 related laws and regulations promulgated subsequent thereto.

24  
25 **17. Administration/Contract Liaison**

26 The Executive Director, or designee, shall administer this Agreement on behalf of  
27 CAP and is authorized to take any and all actions on behalf of CAP as set forth herein  
28 and to terminate services in accordance with Paragraph 5 of this Agreement. Whenever

1 a reference is made herein to an action or approval to be undertaken by CAP, the  
2 Executive Director, or designee, is authorized to act unless this Agreement specifically  
3 provides otherwise.

4  
5 **18. Notices**

6 All correspondence and notices required or contemplated by this Agreement shall  
7 be delivered to the respective parties at the addresses set forth below, or at such other  
8 address provided by a party in writing, and are deemed submitted one (1) day after their  
9 deposit in the United States Mail, postage prepaid:

10 **CAP RIVERSIDE**

11 Community Action Partnership - Riverside  
12 2038 Iowa Avenue Ste. B-102  
13 Riverside, CA 92507  
14 Attention: Executive Director

15 **CONTRACTOR**

16 **[FUNDED AGENCY]**

17 **[Address]**

18 **Attention: [Name]**

19 **19. Force Majeure**

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

26 **20. EDD Reporting Requirements**

27 In order to comply with child support enforcement requirements of the State of  
28 California, CAP may be required to submit a Report of Independent Contractor(s) form

1 DE 542 to the Employment Development Department ("EDD"). CONTRACTOR agrees  
2 to furnish the required data and certifications to the CAP within 10 days of notification of  
3 award of Agreement when required by the EDD. This data will be transmitted to  
4 governmental agencies charged with the establishment and enforcement of child support  
5 orders. Failure of CONTRACTOR to timely submit the data and/or certificates required  
6 may result in the contract being award to another CONTRACTOR. In the event a contract  
7 has been issued, failure of CONTRACTOR to comply with all federal and state reporting  
8 requirements for child support enforcement or to comply with all lawfully served Wage  
9 and Earnings Assignments Orders and Notice of Assignment shall constitute a material  
10 breach of Agreement. If CONTRACTOR has any questions concerning this reporting  
11 requirement, please call (916) 657-0529. CONTRACTOR should also contact its local  
12 Employment Tax Customer Service Office listed in the telephone directory in the State  
13 Government section under "Employment Development Department" or access their  
14 Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

15  
16 **21. Hold Harmless/Indemnification**

17 **21.1** CONTRACTOR shall indemnify and hold harmless Community Action  
18 Partnership Riverside, the County of Riverside, its Agencies, Districts, Special Districts  
19 and Departments, their respective directors, officers, Board of Supervisors, elected and  
20 appointed officials, employees, agents and representatives (collectively, "Indemnified  
21 Parties") from any liability, claim, damage or action whatsoever, based or asserted upon  
22 any act or omission of CONTRACTOR, its officers, employees, subcontractors, agents  
23 or representatives arising out of or in any way relating to this Agreement, including but  
24 not limited to property damage, bodily injury, or death. CONTRACTOR shall defend, at  
25 its sole cost and expense, including but not limited to attorney fees, cost of investigation,  
26 defense and settlements or awards, the Community Action Partnership - Riverside, the  
27 County of Riverside, its respective Agencies, Districts, Special Districts and  
28 Departments, their respective directors, officers, Board of Supervisors, Board of

1 Commissioners, elected and appointed officials, employees, agents and representatives  
2 in any such action or claim.

3       **21.2** With respect to any action or claim subject to indemnification herein by  
4 CONTRACTOR, CONTRACTOR shall, at its sole cost, have the right to use counsel of  
5 its own choice and shall have the right to adjust, settle, or compromise any such action  
6 or claim without the prior consent of CAP; provided, however, that any such adjustment,  
7 settlement or compromise in no manner whatsoever limits or circumscribes  
8 CONTRACTOR'S indemnification of CAP and the Indemnified Parties.

9       **21.3** CONTRACTOR'S obligations hereunder shall be satisfied when  
10 CONTRACTOR has provided to CAP the appropriate form of dismissal (or similar  
11 document) relieving CAP from any liability for the action or claim involved.

12       **21.4** The specified insurance limits required in this Agreement shall in no way  
13 limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the  
14 CAP and Indemnified Parties.

15       **21.5** In the event there is conflict between this clause and California Civil Code  
16 Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such  
17 interpretation shall not relieve CONTRACTOR from indemnifying CAP to the fullest  
18 extent allowed by law. The indemnification and hold harmless obligations set forth in  
19 this Paragraph 21 shall survive the termination and expiration of this Agreement.

20  
21 **22. Insurance**

22       Without limiting or diminishing CONTRACTOR'S obligation to indemnify or hold  
23 CAP harmless, CONTRACTOR shall procure and maintain or cause to be maintained,  
24 at its sole cost and expense, the following insurance coverage during the term of this  
25 Agreement. As respects to the insurance section only, CAP herein refers to the  
26 Community Action Partnership - Riverside, the County of Riverside, its respective  
27 Agencies, Districts, Special Districts, and Departments, their respective directors,  
28

1 officers, Board of Supervisors, Board of Commissioners, employees, elected or  
2 appointed officials, agents or representatives as Additional Insureds.

3 **A. Workers' Compensation:**

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

10 **B. Commercial General Liability:**

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

19 **C. Vehicle Liability:**

20 If vehicles or mobile equipment are used in the performance of the obligations  
21 under this Agreement, then CONTRACTOR shall maintain liability insurance for all  
22 owned, non-owned or hired vehicles so used in an amount not less than  
23 \$1,000,000 per occurrence combined single limit. If such insurance contains a  
24 general aggregate limit, it shall apply separately to this agreement or be no less  
25 than two (2) times the occurrence limit. Policy shall name the CAP as Additional  
26 Insureds.

27 **D. Professional Liability:**

1 If required, CONTRACTOR shall maintain Professional Liability Insurance  
2 providing coverage for the CONTRACTOR'S performance of work included within  
3 this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence  
4 and \$2,000,000 annual aggregate. If CONTRACTOR'S Professional Liability  
5 Insurance is written on a claims made basis rather than an occurrence basis, such  
6 insurance shall continue through the term of this Agreement and CONTRACTOR  
7 shall purchase at his sole expense either:

- 8 1) An Extended Reporting Endorsement (also, known as Tail Coverage); or
- 9 2) Prior Dates Coverage from new insurer with a retroactive date back to  
10 the date of, or prior to, the inception of this Agreement; or,
- 11 3) Demonstrate through Certificates of Insurance that CONTRACTOR has  
12 maintained continuous coverage with the same or original  
13 insurer. Coverage provided under items; 1), 2) or 3) will continue as long  
14 as the law allows.

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

- 16 1) Any insurance carrier providing insurance coverage hereunder shall be  
17 admitted to the State of California and have an A M BEST rating of not less  
18 than A: VIII (A:8) unless such requirements are waived, in writing, by the  
19 County of Riverside's Risk Manager. If the County's Risk Manager waives  
20 a requirement for a particular insurer such waiver is only valid for that  
21 specific insurer and only for one policy term.
- 22 2) The CONTRACTOR shall declare its insurance self-insured retention for  
23 each coverage required herein. If any such self-insured retention exceeds  
24 \$1,000,000 per occurrence each such retention shall have the prior written  
25 consent of the Risk Manager before the commencement of operations  
26 under this Agreement. Upon notification of self-insured retention  
27 unacceptable to CAP, and at the election of the County's Risk Manager,  
28



1 CONTRACTOR'S carriers shall either; 1) Reduce or eliminate such self-  
2 insured retention as respects this Agreement with CAP, or 2) Procure a  
3 bond which guarantees payment of losses and related investigations,  
4 claims administration, and defense costs and expenses.

5 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to  
6 furnish CAP with either 1) a properly executed original Certificate(s) of  
7 Insurance and certified original copies of Endorsements effecting coverage  
8 as required herein, and 2) if requested to do so orally or in writing by the  
9 County's Risk Manager, provide original Certified copies of policies  
10 including all Endorsements and all attachments thereto, showing such  
11 insurance is in full force and effect. Further, said Certificate(s), and policies  
12 of insurance shall contain the covenant of the insurance carrier(s) that thirty  
13 (30) days written notice shall be given to the CAP prior to any material  
14 modification, cancellation, expiration or reduction in coverage of such  
15 insurance. In the event of a material modification, cancellation, expiration,  
16 or reduction in coverage, this Agreement shall terminate forthwith, unless  
17 the CAP receives, prior to such effective date, another properly executed  
18 original Certificate of Insurance and original copies of endorsements or  
19 certified original policies, including all endorsements and attachments  
20 thereto evidencing coverage's set forth herein and the insurance required  
21 herein is in full force and effect. **CONTRACTOR shall not commence**  
22 **operations until the CAP has been furnished original Certificate(s) of**  
23 **Insurance and certified original copies of endorsements and if**  
24 **requested, review original of the policies of insurance including all**  
25 **endorsements and any and all other attachments as required in this**  
26 **Section. An individual authorized by the insurance carrier to do so on**  
27 **its behalf shall sign the original endorsements for each policy and the**  
28 **Certificate of Insurance. Upon CAP'S request, CONTRACTOR shall**

1 *make available for inspection by County's Risk Manager, at a mutually*  
2 *agreeable location, copies of CONTRACTOR'S insurance policies.*

3 4) It is understood and agreed to by the parties hereto and the insurance  
4 company(s) that the CONTRACTOR'S insurance shall be construed as  
5 primary insurance, and the CAP'S insurance and/or deductible and/or self-  
6 insured retentions' or self-insured programs shall not be construed as  
7 contributory.

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

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

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

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

23  
24 **23. General**

25 **23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement,  
26 whether by operation of law or otherwise, without the prior written consent of CAP.

27 **23.2** Any waiver by CAP of any breach of any one or more of the terms of this  
28 Agreement shall not be construed to be a waiver of any subsequent or other breach of

1 the same or of any other term of this Agreement. Failure on the part of CAP to require  
2 exact, full and complete compliance with any terms of this Agreement shall not be  
3 construed as in any manner changing the terms or estopping CAP from enforcement of  
4 the terms of this Agreement.

5 **23.3** In the event CONTRACTOR receives payment under this Agreement  
6 which is later disallowed by CAP for nonconformance with the terms of the Agreement,  
7 CONTRACTOR shall promptly refund the disallowed amount to CAP on request; or at  
8 its option, CAP may offset the amount disallowed from any payment due to  
9 CONTRACTOR.

10 **23.4** CONTRACTOR shall not provide partial delivery or shipment of services  
11 or products unless specifically stated in the Agreement.

12 **23.5** CONTRACTOR shall not provide any services or products subject to any  
13 chattel mortgage or under a conditional sales contract or other agreement by which an  
14 interest is retained by a third party. The CONTRACTOR warrants that it has good title to  
15 all materials or products used by CONTRACTOR or provided to CAP pursuant to this  
16 Agreement, free from all liens, claims, or encumbrances.

17 **23.6** Nothing in this Agreement shall prohibit CAP from acquiring the same type  
18 or equivalent equipment, products, materials, or services from other sources, when  
19 deemed by CAP to be in its best interest. CAP reserves the right to purchase more or  
20 less than the quantities specified in this Agreement.

21 **23.7** CAP agrees to cooperate with CONTRACTOR in the CONTRACTOR'S  
22 performance under this Agreement, including, if stated in the Agreement, providing the  
23 CONTRACTOR with reasonable facilities and timely access to CAP data, information  
24 and personnel.

25 **23.8** CONTRACTOR shall comply with all applicable Federal, State, and local  
26 laws and regulations. CONTRACTOR shall comply with all applicable CAP policies and  
27 procedures. In the event that there is a conflict between the various laws or regulations  
28 that may apply, CONTRACTOR shall comply with the more restrictive law or regulation.

1           **23.9** CONTRACTOR shall comply with all air pollution control, water pollution,  
2 safety and health ordinances, statutes, or regulations, which apply to performance under  
3 this Agreement.

4           **23.10** CONTRACTOR shall comply with all requirements of the Occupational  
5 Safety and Health Administration (OSHA) standards and codes as set forth by the U.S.  
6 Department of Labor and the State of California (Cal/OSHA).

7           **23.11** This Agreement shall be governed by the laws of the State of California.  
8 Any legal action related to the performance or interpretation of this Agreement shall be  
9 filed only in the Superior Court of the State of California located in Riverside, California,  
10 and the parties waive any provision of law providing for a change of venue to another  
11 location. In the event any provision in this Agreement is held by a court of competent  
12 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will  
13 nevertheless continue in full force without being impaired or invalidated in any way.

14           **23.12** If any project produces patentable items, patent rights, processes, or  
15 inventions in the course of work under a Department of Labor (DOL) grant or agreement,  
16 the CONTRACTOR shall report the fact promptly and fully to CAP. CAP shall report the  
17 fact to the Grant Officer at DOL. Unless there is a prior agreement between CAP and  
18 the DOL or its representative on these matters, DOL shall determine whether to seek  
19 protection on the invention or discovery. DOL or its representative shall determine how  
20 the rights in the invention or discovery, including rights under any patent issued thereon,  
21 will be allocated and administered in order to protect the public interest consistent with  
22 the following Patent Policy found at 29 CFR 95.36 and 29 CFR 97.34.

23           **23.13** Unless otherwise provided in the terms of this Agreement, when  
24 copyrighted material is developed in the course of or under this Agreement, the author  
25 and CAP are free to use the copyrighted material or to permit others to do so. CAP and  
26 the County of Riverside shall have a royalty-free, non-exclusive, and irrevocable license  
27 to produce, publish, and use and to authorize others to use all such copyrighted material.  
28

1           **23.14** The CONTRACTOR shall assure that funds provided by this Agreement  
2 must be used exclusively for activities that are authorized under the Workforce  
3 Innovation and Opportunity Act of 2014 (WIOA). Co-mingling and/or diverting of funds  
4 to support the activities of other programs are not authorized. Documentation supporting  
5 expenditures will be kept on file at the CONTRACTOR office and made available at all  
6 times for audit and monitoring purposes for a period of no less than five (5) years after  
7 the CAP makes final payment and all pending matters are closed.

8           **23.15** The CONTRACTOR shall establish and implement appropriate internal  
9 management procedures to prevent fraud, abuse, and criminal activity. Further, the  
10 CONTRACTOR shall establish a reporting process to ensure that CAP is notified  
11 immediately of any allegation of WIOA-related fraud, abuse, or criminal activity or any  
12 suspected or proven fraud, abuse or criminal acts committed by staff or participants. If  
13 the allegation is of any emergency and/or fiscal nature, it shall be reported to the County  
14 of Riverside's Administration Unit at (951) 955-3100, and immediately thereafter, a  
15 written report shall be submitted to CAP. Proof of such report will be maintained in the  
16 CONTRACTOR'S file.

17  
18 **24.    Reserved**

19  
20 **25.    Nonliability of CAP Officials and CAP Employees**

21           No member, official employee, consultant, or volunteer of CAP shall be personally  
22 liable to the CONTRACTOR, or any successor in interest, in the event of any default or  
23 breach by the CAP for any amount which may become due to the CONTRACTOR or to  
24 its successor, or on any obligation under the terms of this Agreement.

25  
26 **26.    No Third Party Beneficiaries**

27           The parties intend that no rights nor remedies be granted to any third party as a  
28 beneficiary of this Agreement or of any covenant, duty, obligation or undertaking

1 established herein.

2  
3 **27. Entire Agreement**

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

9  
10 **28. Electronic Signatures**

11 In the event that any signature is delivered by facsimile or electronic transmission,  
12 such signature shall create a valid and binding obligation of the party executing (or on  
13 whose behalf such signature is executed) with the same force and effect as though such  
14 facsimile or electronic signature page were an original thereof.

15  
16  
17  
18 [Signatures on Next Page]  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

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

3  
4  
5 **CAP:**

6 County of Riverside, a political  
7 subdivision of the State of California, on  
8 behalf of its Community Action  
9 Partnership agency

5 **CONTRACTOR:**

6 [Funded Agency], a [type of corporation  
7 or non-profit]

9 By: \_\_\_\_\_  
10 Heidi Marshall  
11 Executive Director

9 By: \_\_\_\_\_  
10 [Name],  
11 [Title]

12  
13 Dated: \_\_\_\_\_

12  
13 Dated: \_\_\_\_\_

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

17 Gregory P. Priamos  
18 County Counsel

19  
20 By:  \_\_\_\_\_  
21 Amrit P. Dhillon,  
22 Deputy County Counsel

**EXHIBIT A**  
**SCOPE OF SERVICE**

The Pre-Apprenticeship Program addresses the employment needs of low-income youth by providing a workplace-mentoring and employment preparation program that matches high-school (Junior & Seniors) students with small businesses in their communities up to a maximum of 520 work/training hours at prevailing minimum wage. These businesses are located throughout Riverside County and offer youth the opportunity to work close to their homes. Over the years, this program has positively impacted numerous lives and created paths out of poverty for youth to move in a positive direction.

During the term of this Agreement, entered into between CAP and CONTRACTOR for the term beginning January 1, 2022 and ending December 31, 2026, CONTRACTOR shall be responsible for the following:

1. Provide workplace mentoring to Riverside County High School students enrolled in 11th or 12th grade.
2. Provide on-the-job or work training for a maximum of 520 hours per student during the time each accepted youth is enrolled in the Pre-Apprenticeship program.
3. Adhere to the County of Riverside's background check policy that will require CONTRACTOR to be fingerprinted (Live Scan) and be cleared prior to youth placement.
4. Provide Commercial General Liability, Automobile (if applicable) and Worker Compensation Insurance coverage for each program participant.
5. Place each youth/participant on CONTRACTOR'S payroll, pay each participant an hourly stipend (equivalent to minimum wage) that shall be reimbursed monthly by CAP.
6. Develop a training/work plan for each participant prior to job placement.
7. Ensure that each youth/participant is supervised at all times and provide CAP a list of the mentors that will be supervising the youth/participant.
8. Develop a work calendar for the number of hours/days agreed upon between the youth and CONTRACTOR at the time youth is placed.
9. Meet with the youth/participant on a regular basis to review performance goals and provide training and guidance/mentorship.
10. Track, monitor, and submit completed youth hours monthly, and write a report describing the youth's performance to CAP on or before the 5th of each month.



11. Participate in the selection of each youth/participant in the interview and in the exit interview process.
12. Participate with CAP in the site/monitoring visit.
13. CONTRACTOR will match a maximum of \$100 to the participant/youth savings incentive program per youth.
14. CONTRACTOR will pay the youth/participant(s) the prevailing minimum wage until youth completes work/training hours not to exceed 520 hours.

**EXHIBIT B**  
**PAYMENT SCHEDULE**

CONTRACTOR must request reimbursement by the 5<sup>th</sup> of each month that the youth is employed, via Invoice Form provided below in Exhibit C.

CONTRACTOR will be reimbursed for all wages paid up to maximum of 520 hours at prevailing minimum wage per student. (520 hours x \$15.00/hr.) = \$7800.00

CONTRACTOR can request \$20 per month per student up to maximum \$240 annually per student for Workers Compensation Incentive. (\$20 x 12 months) = \$240.00

CONTRACTOR shall match a maximum of \$100.00 to the participant/youth savings incentive program, per youth employed. (\$100.00 x 1 student) = \$100.00

CONTRACTOR will receive a one-time \$2,000 payment incentive for Pre-Apprenticeship participation. (\$2,000 x 1 business) = \$2,000.00

TOTAL FIRST YEAR NOT TO EXCEED:	\$10,140.00
TOTAL FOLLOWING YEARS NOT TO EXCEED (per year):	\$8,140.00
TOTAL CONTRACT AMOUNT:	\$42,700.00

**EXHIBIT C**

(INVOICE FORM TO BE PROVIDED ON LETTERHEAD)

**2022 CSBG**

**REIMBURSEMENT REQUEST**

Remit to: CAARC Voucher # \_\_\_\_\_  
Community Action Partnership Pre-Apprenticeship \_\_\_\_\_ X \_\_\_\_\_  
Attn: Fiscal Department Other (Specify) \_\_\_\_\_  
2038 Iowa Avenue, Suite B102 Billing Month \_\_\_\_\_  
Riverside, CA 92507

Today's Date: \_\_\_\_\_ Vendor #: \_\_\_\_\_  
Contract #: \_\_\_\_\_  
Student/Participant: \_\_\_\_\_ Amount Requested: \_\_\_\_\_

Payable To: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_(# of Hours) x \_\_\_\_\_(Hourly Rate) = \$ \_\_\_\_\_(Total)  
\_\_\_\_\_(# of Hours) x \_\_\_\_\_(Hourly Rate) = \$ \_\_\_\_\_(Total)

\_\_\_\_\_  
Authorized Signature Date

**FISCAL USE ONLY**

Accounting String 21050 63000 5500500000

Invoice number \_\_\_\_\_

Adjustments \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Executive Director, CAP/Deputy Director Approval Date

\_\_\_\_\_  
Contract Approval Date

\_\_\_\_\_  
Purchase Order # Date

\_\_\_\_\_  
Fiscal Approval Date