

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



ITEM: 3.31  
(ID # 22441)

**MEETING DATE:**

Tuesday, August 01, 2023

**FROM :** HOUSING AND WORKFORCE SOLUTIONS:

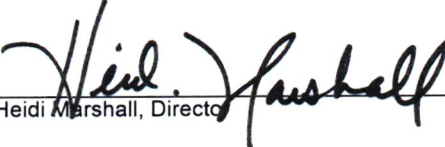
**SUBJECT:** HOUSING AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HWS/WDD): Ratify and Approve Workforce Innovation and Opportunity Act (WIOA) Subgrant Agreement No. AA411025 with the State of California, Employment Development Department, to accept Program Year 2023-24 WIOA Title I subgrant and Youth formula funding for the term of April 1, 2023 to June 30, 2025; and Authorize the Director of HWS to sign necessary documents and amendments to accept the allocation of Adult and Dislocated Worker funds, All Districts. [Total cost: \$19,301,917 - 100% Federal Workforce Innovation and Opportunity Act funds]; CEQA Exempt (Clerk of the Board to file the Notice of Exemption)

**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);

**Continued to page 2**

**ACTION:Policy**

  
Heidi Marshall, Director 7/13/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez  
Nays: None  
Absent: None  
Date: August 1, 2023  
xc: HWS, Recorder

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

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

2. Ratify and Approve the attached Workforce Innovation and Opportunity Act (WIOA) Subgrant Agreement No. AA411025 with the State of California Employment Development Department (EDD) to accept Program Year (PY) 2023-24 WIOA Title I subgrant and Youth formula funding in the amount of \$6,985,459 with a term commencing April 1, 2023 and terminating June 30, 2025 and all subsequent allocations (WIOA Subgrant Agreement);
3. Authorize the Chairman of the Board to execute the WIOA Subgrant Agreement on behalf of the County;
4. Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to sign all necessary documents and any subsequent amendments to the WIOA Subgrant Agreement, subject to approval as to form by County Counsel, to accept PY 2023-24 WIOA Title I Adult and Dislocated Worker funds granted by EDD in the amount of \$12,316,458, as set forth in Attachment 2;
5. Authorize the Director of the HWS, or designee, to take all steps necessary to administer the PY 2023-24 WIOA Title I subgrant and implement the WIOA Subgrant Agreement and any amendments thereto, including, but not limited to, signing subsequent necessary documents and any subsequent amendments related to the administration of the grant, subject to approval as to form by County Counsel; and
6. Direct Clerk of the Board to file Notice of Exemption with the County Clerk within 5 business days of approval.

<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>	\$19,301,917	\$ 0	\$19,301,917	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% Federal Workforce Innovation and Opportunity Act Title I Funds			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2023/24 - 2024/25	

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

**BACKGROUND:**

**Summary**

In July of 2014, Congress enacted the Workforce Innovation and Opportunity Act (WIOA). WIOA is the primary funding source for programs and services provided by the Riverside County Housing and Workforce Solutions (HWS) Department/Workforce Development Division

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

(WDD). The purpose of WIOA is to strengthen the ability of the public workforce system to align investment in workforce, education, and local businesses.

WIOA funding is granted by the federal Department of Labor (DOL) to the California Employment Development Department (EDD), which in turn, subgrants WIOA funds to WDD. WDD receives a WIOA subgrant every year and each subgrant has a two-year term. Because of the way funding flows from DOL to EDD, EDD has historically provided WDD with a portion of the total subgrant towards the beginning of the fiscal year with additional funds being allotted later in the fiscal year. The first allotment has historically included funding for WIOA youth program activities and additional allotments have included funding for the remainder of WIOA activities (i.e. workforce services for adults and employers). The WIOA funding allocation is memorialized with an initial subgrant agreement and modification(s) are made to that agreement as additional funds are allotted.

On May 18, 2023, EDD released Information Notice 22-43, attached hereto, containing WDD's WIOA funding allocation of \$19,301,917 for Program Year (PY) 2023/24. EDD's initial allotment to WDD in the amount of \$6,985,459 is memorialized in the attached WIOA Title I Subgrant Agreement with a term commencing April 1, 2023, and ending June 30, 2025 (WIOA Subgrant Agreement).

Staff recommends that the Board of Supervisors approve and accept the funding allocation under the WIOA Subgrant Agreement, authorize the Chairman of the Board to execute the WIOA Subgrant Agreement, and authorize the Director of the Housing and Workforce Solutions (HWS), or designee, to take all steps necessary to implement the WIOA Subgrant Agreement and administer the PY 2023-24 WIOA Title I Subgrant. The WIOA Subgrant Agreement, has been approved as to form by County Counsel.

The proposed WIOA Subgrant Agreement was reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption. The project relates to the provision of workforce services and employment and training activities for Riverside County youth, adults, and employers. It can be seen with certainty that there is no possibility that the aforementioned services may have a significant effect on the environment and will not lead to any direct or reasonable indirect physical environmental impacts, as they will have purely financial and administrative impacts.

**Impact on Residents and Businesses**

Activities funded under the WIOA Subgrant Agreement provide workforce development services for at-risk youth ages 16 to 24, unemployed and underemployed adults, and employers in Riverside County. Approval of the WIOA Subgrant Agreement allows continued provision of these valuable services, enabling a skilled and ready workforce along with strong and resilient employers.

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

**Additional Fiscal Information**

Pursuant to the attached EDD Information Notice 22-43, the total amount of WDD's fiscal year 2023/24 WIOA funding allocation is \$19,301,917. Of that total, EDD is providing an initial allotment in the amount of \$6,985,459, the terms of which are memorialized in the attached WIOA Subgrant Agreement. EDD will provide additional allotment(s) to WDD for the remaining allocation balance later in fiscal year 2023/24. The additional allotment(s) will be memorialized by modifications to the WIOA Subgrant Agreement. No County General Funds are required and no budget adjustment is necessary.

**ATTACHMENTS:**

1. WIOA Subgrant Agreement Program Year 2023/24
2. EDD Information Notice 22-43 Final Allocations
3. Notice of Exemption

  
Brianna Lontajo, Principal Management Analyst

7/26/2023

  
Kristine Bell-Valdez, Supervising Deputy County Counsel

7/14/2023



NOTICE OF EXEMPTION

Date: July 18, 2023

**Project Name: Title I Subgrant Agreement for Program Year 2023/25**

**Project Number: Minute Traq #22441**

**Project Location: Riverside County (All Districts)**

**Description of Project:** The County of Riverside is designated as a Local Workforce Development Area and the Riverside County Housing and Workforce Solutions/Workforce Development Division (HWS/WDD) is the County's designated grant recipient for Workforce Innovation and Opportunity Act (WIOA) Federal funds. The WIOA Subgrant Agreement for Title I Formula Funds is between the Employment Development Department (EDD) and HWS/WDD. The WIOA Subgrant Agreement between the County and EDD will be implemented through the proposed WIOA Subgrant agreement which will commence April 1, 2023 and expire on June 30, 2025, with an initial contract value of \$6,985,459. Subsequent to the execution of the WIOA Subgrant Agreement, EDD will grant additional formula funding for a total amount of \$19,301,917 through unilateral authority provided to EDD under the WIOA Subgrant Agreement, EDD will grant HWS/WDD additional formula funds under the same grant code for additional WIOA Title I activities, inclusive of this WIOA Subgrant Agreement.

The WIOA Subgrant Agreement is identified as the proposed Project under the California Environmental Quality Act (CEQA). No expansion of an existing use will occur. No additional direct or indirect physical environmental impacts are anticipated from the implementation of workforce services identified in the WIOA Subgrant Agreement.

**Name of Public Agency Approving Project:** County of Riverside, Housing and Workforce Solutions/Workforce Development Division

**Name of Person or Agency Carrying Out Project:** County of Riverside, Housing and Workforce Solutions/Workforce Development Division

**Exempt Status:** State CEQA Guidelines, Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Article 5, Section 15061.

**Reasons Why Project is Exempt:** The proposed Project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause an impact to an environmental resource of hazardous or critical concern nor would the Project include a reasonable possibility

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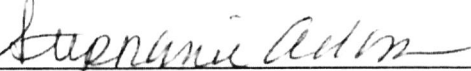
of having a significant effect on the environment due to unusual circumstances. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the WIOA Subgrant Agreement through the partnership between the County and EDD.

**Section 15061 (b) (3) - "Common Sense" Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the "general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment." State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if "it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment." *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment.

The project relates to the provision of workforce services, employment and training activities for youth, adult, dislocated workers and businesses in Riverside County, 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. The workforce activities of the WIOA Subgrant Agreement are services provided by the HWS/WDD through the Workforce Innovation and Opportunity Act. The proposed WIOA Subgrant Agreement allocates Title I Formula Funds to the County of Riverside to provide workforce services to jobseekers and businesses throughout Riverside County.

The WIOA Subgrant Agreement will not result in any direct or indirect physical effects. Therefore, in no way, would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Housing and Workforce Solutions/Workforce Development Division hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is required.

Signed:   
Stephanie Adams, Deputy Director

Date: 7/19/23

WIOA SUBGRANT AGREEMENT WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

SUBGRANT NO: AA411025  
 MODIFICATION NO: New  
 SUBRECIPIENT CODE: RIV  
 UNIQUE ENTITY NO:  
 INDIRECT COST RATE:


Riverside County Workforce Development Division

PASS-THROUGH ENTITY:  
 State of California  
 Employment Development Dept.  
 Central Office Workforce  
 Services Division  
 P.O.Box 826880, MIC 69  
 Sacramento, CA 94280-0001

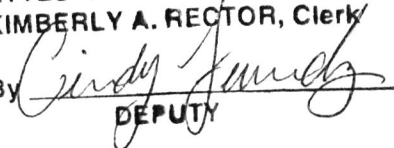
SUBRECIPIENT: Riverside County Workforce  
 Development Division  
 1325 SPRUCE ST., SUITE 400  
 RIVERSIDE, CA 92507  
 GOVERNMENTAL  
 ENTITY: Yes

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Pass-through Entity, and the **Riverside County Workforce Development Division**, hereinafter the Subrecipient. The Subrecipient agrees to operate a program in accordance with the provisions of this Subgrant and to have an approved Workforce Innovation and Opportunity Act (WIOA) Local Plan for the above named Pass-through Entity filed with the Pass-through Entity pursuant to the WIOA. This modification consists of this sheet and those of the following exhibits, which are attached hereto and by this reference made a part hereof:

- Funding Detail Chart
- General Provisions
- Youth Formula Rd 1


ALLOCATION(s) The Pass-through Entity agrees to reimburse the Subrecipient not to exceed the amount listed hereinafter 'TOTAL'	PRIOR AMOUNT INCREASE/DECREASE: TOTAL:	\$0.00 \$6,985,459.00 \$6,985,459.00
TERM OF AGREEMENT From: 4/1/2023 To: 6/30/2025	Terms of Exhibits are as designated on each exhibit	
PURPOSE: To initiate Program Year (PY) 2023-24 WIOA Subgrant and incorporate WIOA Youth formula funding under grant code 301. Term of these funds is from 04/01/2023 - 06/30/2025.		
APPROVED FOR PASS-THROUGH ENTITY (EDD) (By Signature)	APPROVED FOR SUBRECIPIENT (By Signature) 	
Name and Title KIMBERLEE MEYER CHIEF CENTRAL OFFICE WORKFORCE SERVICES DIVISION	Name and Title Kevin Jeffries Chair Board of Supervisors	
I hereby certify that to my knowledge, the budgeted funds are available for the period and purpose of expenditures as stated herein	This agreement does not fall within the meaning of Section 10295 of Chapter 2 of Part 2 of Division 2 of the Public Contract Code of the State of California and pursuant to 58 OPS Cal. Atty. Gen 586, is exempt from review or approval of the Dept. of General Services and the Dept. of Finance	

Signature of EDD Accounting Officer  
 Budget item: 7100 Fund: 0869 Budgetary Attachment: No  
 Chapter: Statute: 2023 FY: 23/24

ATTEST:  
 KIMBERLY A. RECTOR, Clerk  
 By   
 DEPUTY

FORM APPROVED COUNTY COUNSEL

AUG 01 2023 3:31

By   
 Paula S. Salcedo 6/30/2023

SUBGRANT AGREEMENT  
FUNDING DETAIL SHEET

SUBGRANT NO:AA411025  
MODIFICATION NO:New

Riverside County Workforce Development  
Division

I. Allocation

Funding Source	Prior Amount	Increase	Decrease	Adjusted Allocation
<b>WIA/WIOA Formula</b>				
96104 301 Youth Formula Rd 1 04/01/2023 to 06/30/2025 Prog/Element 61/90 Ref 101 Fed Catlg 17.259	\$0.00	\$6,985,459.00	\$0.00	\$6,985,459.00
<b>Total WIA/WIOA Formula</b>	<b>\$0.00</b>	<b>\$6,985,459.00</b>	<b>\$0.00</b>	<b>\$6,985,459.00</b>
<b>Grand Total:</b>	<b>\$0.00</b>	<b>\$6,985,459.00</b>	<b>\$0.00</b>	<b>\$6,985,459.00</b>



NARRATIVE

SUBGRANT NO:AA411025  
MODIFICATION NO: 0

SUBRECIPIENT:Riverside County Workforce Development Division  
FAIN NO: 23A55AY000012  
FEDERAL AWARD DATE: 6/14/2023  
FUNDING SOURCE: Youth Formula Rd 1 - 301

TERM OF THESE FUNDS: 04/01/2023 - 06/30/2025

Use of funds added by this modification is limited to this period and additionally limited by the recapture provisions applicable to this funding source. The state may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

PROGRAM NARRATIVE

The purpose of this action is to initiate this Local Area's new Program Year (PY) 2023-24 Workforce Innovation and Opportunity Act (WIOA) Title I subgrant agreement and to incorporate WIOA Youth formula funding into Grant Code (GC) 301. The amount in GC 301 represents this Local Area's entire Youth formula allocation for PY 2023-24. The term date for these funds is April 1, 2023 through June 30, 2025. FAIN 23A55AY000012. The Local Area will operate the WIOA program in accordance with the approved Workforce Innovation and Opportunity Plan on file in the Central Office Workforce Services Division of the Employment Development Department, P.O. Box 826880, MIC 50, Sacramento, CA 94280-0001. Note: By signing this subgrant you agree to all of the Term and Conditions issued by the Department of Labor for all WIOA funding for Program Year (PY) 2023. The Term and Conditions are included in the transmission of this Master Subgrant.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIOA (2015)

## WIOA SUBGRANT AGREEMENT

### 1. Compliance

In performance of this subgrant agreement, Subrecipient will fully comply with:

- a. The provisions of the Workforce Innovation and Opportunity Act (WIOA), (29 U.S.C. §§ 3101- 3361 (2014), WIOA Final Regulations, and all legislation, regulations, directives, policies, procedures and amendments issued pursuant thereto.
- b. All State legislation and regulations to the extent permitted by federal law and all policies, directives and/or procedures, which implement WIOA.
- c. Title 2, Code of Federal Regulations (C.F.R.) part 200 (Office of Management and Budget Guidance) [OMB Guidance].
- d. Title 2, C.F.R. Part 2900 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) [Uniform Requirements].
- e. The provisions of the Jobs for Veterans Act (Pub. L. No. 107-288) as the law applies to Department of Labor (DOL) job training programs.
- f. Subrecipient will ensure diligence in managing programs under this subgrant agreement, including performing appropriate monitoring activities and taking prompt corrective action against known violations of WIOA.

### 2. Certifications, Assurances, Standards

Except as otherwise indicated, the Subrecipient agrees to comply with the certifications, assurances and standards set out in Exhibit A: Certifications and Assurances, Exhibit B: Intellectual Property Provisions and Exhibit C: Confidentiality Requirements. Failure to comply with all requirements of the certifications, assurances and standards may result in suspension of payment under this subgrant agreement or termination of this subgrant agreement or both, and the Subrecipient may be ineligible for award of future state subgrant agreements/contracts if the Pass-through Entity determines that any of the following has occurred:

- a. false information on the certifications, assurances and standards, or
- b. violation of the terms of the certifications, assurances and standards by failing to comply with the requirements noted in Exhibits A, B and C.

### 3. Funding

It is mutually understood between the parties that this subgrant agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the subgrant agreement was executed after that determination was made.

- a. This subgrant agreement is valid and enforceable only if
  - i. sufficient funds are made available by the State Budget Act of the appropriate state fiscal years covered by this subgrant agreement for the purposes of this program, and
  - ii. sufficient funds are made available to the state by the United States Government for the fiscal years covered by this subgrant agreement for the purposes of this program. In addition, this subgrant agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress and Legislature or any statute enacted by the Congress and Legislature which may affect the provisions, terms, or funding of this subgrant agreement in any manner.
- b. At the expiration of the terms of this subgrant agreement or upon termination prior to the expiration of this subgrant agreement, funds not obligated for the purpose of

this subgrant agreement will be immediately remitted to the Pass-through Entity, and no longer available to the Subrecipient.

- c. The Pass-through Entity retains the right to suspend financial assistance, in whole or in part, to protect the integrity of the funds or to ensure proper operation of the program, providing the Subrecipient is given prompt notice and the opportunity for an informal review of the Pass-through Entity's decision. The EDD Chief Deputy Director or his/her designee will perform this informal review and will issue the final administrative decision within 60 days of receiving the written request for review. Failure on the part of the Subrecipient or a Subcontractor of the Subrecipient to comply with the provisions of this subgrant agreement, or with WIOA or other applicable regulations, when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds.
- d. If applicable, the chief elected official (CEO) of a unit of general local government designated as a Local Workforce Development Area shall be liable to the Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds. If there is more than one unit of general local government in a local area, the CEO(s) will be the individual(s) designated under an agreement executed by the CEO(s) of the local units of government. The CEO(s) designated under the agreement shall be liable to the Pass-through Entity for all funds not expended in accordance with WIOA, and shall return to the Pass-through Entity all of those funds.

#### 4. Requirement to Provide Certain Information in Public Communications (Steven's Amendment)

Pursuant to Public Law 116-260, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

#### 5. Insurance

- a. Except for city and county governmental entities, Subrecipients must provide the Pass-through Entity evidence of the coverage specified in paragraphs (i), (ii), (iii) and (iv) below. The evidence of coverage shall include the registration number of the subgrant agreement for identification purposes.
  - i. Subrecipient will obtain a fidelity bond in an amount of not less than \_\_\_\_\_, prior to the receipt of funds under this subgrant agreement. If the bond is canceled or reduced, Subrecipient will immediately notify the Pass-through Entity. In the event the bond is canceled or revised, the Pass-through Entity will make no further disbursements until it is assured that adequate coverage has been obtained.
  - ii. Subrecipient will provide general liability insurance with a combined limit of \$1,000,000, or public liability and property damage coverage with a combined limit of not less than \$1,000,000.
  - iii. Subrecipient will provide broad form automobile liability coverage with limits as set forth in (ii) above, which applies to both owned/leased and non-owned automobiles used by the Subrecipient or its agents in performance of this subgrant agreement. Or, in the event that the Subrecipient will not utilize owned/leased automobiles but intends to require employees, trainees or other agents to utilize their own automobiles in performance of this subgrant agreement, Subrecipient will secure and maintain on file from all such employees, trainees or agents a self-certification of automobile insurance coverage.
  - iv. Subrecipient will provide workers' compensation insurance, which complies with provisions of the California Labor Code, covering all employees of the Subrecipient and all participants enrolled in work experience programs. Medical

and Accident Insurance will be carried for those participants not qualifying as "employee" (§ 3350, et seq. of the California Labor Code) for workers' compensation.

- v. The Pass-through Entity will be named as "Certificate Holder" of policies secured in compliance with paragraphs (i), (ii), (iii) and (iv) above and will be provided certificates of insurance or insurance company "binders" prior to any disbursement of funds under this subgrant agreement, verifying the insurance requirements have been complied with. The coverage noted in paragraphs (iii) and (iv) above must contain the following clauses:
  1. Insurance coverage will not be canceled or changed unless 30 days prior to the effective date of cancellation or change written notice is sent by the Subrecipient to: Employment Development Department, Central Office Workforce Services Division Financial Management Unit, P.O. Box 826880, MIC 69, Sacramento, CA 94280-0001.
  2. State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this subgrant agreement are concerned.
  3. State of California is not responsible for payment of premiums or assessments on this policy.
- vi. Subrecipient agrees that the liability insurance herein provided for shall be in effect at all times during the term of this subgrant agreement. In the event said insurance coverage expires at any time or times during the time of this contract, the Subrecipient agrees to provide, at least 30 days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the subgrant agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of the Pass-through Entity, and the Subrecipient agrees that no work or services shall be performed prior to such approval. The Pass-through Entity may, in addition to any other remedies it may have, terminate this subgrant agreement should Subrecipient fail to comply with these provisions.

#### 6. Resolution

A county, city, district or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of this subgrant agreement. Preferably resolutions should authorize a designated position rather than a named individual.

#### 7. Procurement Standards

The Subrecipient must use the methods of procurement in accordance with 2 C.F.R. § 200.320.

#### 8. Grievances and Complaint System

Subrecipient will establish and maintain a grievance and complaint procedure in compliance with the WIOA section 181, OMB Guidance, Uniform Requirements, federal regulations and state statutes, regulations and policy.

#### 9. Remedies for Non-Compliance

If the Subrecipient fails to comply with Federal statutes, regulations or the terms and conditions of a Federal award, the Pass-through Entity may impose additional conditions, as described in 2 C.F.R. § 200.207, Specific conditions. If the Pass-through Entity determines that noncompliance cannot be remedied by imposing additional conditions, the Pass-through Entity may take one or more of the following actions listed in 2 C.F.R. § 200.338.

## 10. Disallowed Costs

Except to the extent that the state determines it will assume liability, the Subrecipient will be liable for and will repay to the Pass-through Entity, any amounts expended under this subgrant agreement found not to be in accordance with WIOA including, but not limited to, disallowed costs. Such repayment will be from funds (Non-Federal), other than those received under the WIOA.

## 11. Termination

This subgrant agreement may be terminated in whole or in part for either of the two following circumstances:

- a. Termination for Convenience - Either the Pass-through Entity or the Subrecipient may request a termination, in whole or in part, for convenience. The Subrecipient will give a ninety (90) calendar-day advance notice in writing to the Pass-through Entity. The Pass-through Entity will give a ninety (90) calendar-day advance notice in writing to the Subrecipient.
- b. Termination for Cause - The Pass-through Entity may terminate this subgrant agreement in whole or in part when it has determined that the Subrecipient has substantially violated a specific provision of the WIOA, regulations, the Uniform Guidance or implementing state legislation and corrective action has not been taken.

All notices of termination must be in writing and be delivered personally or by deposit in the U. S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery or of the date of postmark by the U. S. Postal Service.

Notices to the Subrecipient will be addressed to:

Stephanie Adams  
Director / Administrator  
Riverside County Workforce Development Division  
1325 SPRUCE ST., SUITE 400  
RIVERSIDE, CA 92507

Notices to the Pass-through Entity will be addressed to:

Employment Development Department  
Central Office Workforce Services Division  
Financial Management Unit  
P.O. Box 826880, MIC 69  
Sacramento, CA 94280-0001

## 12. Audit Requirements

- a. The Subrecipient will maintain and make available to auditors, at all levels, accounting and program records including supporting source documentation and cooperate with all auditors. All governmental and non-profit organizations must follow the audit requirements (single audit or program-specific audit requirement) of OMB Guidance, and Uniform Requirements.
- b. The Subrecipient and/or auditors performing monitoring or audits of the Subrecipient or its sub-contracting service providers will immediately report to the Pass-through Entity any incidents of fraud, abuse or other criminal activity in relation to this subgrant agreement, the WIOA, or its regulations.

## 13. Entire Agreement

This subgrant agreement contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise and any other agreement between the parties hereto. This subgrant agreement is not intended to and will not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the Pass-through Entity and the Subrecipient. Subrecipient represents and warrants it is free to enter into and fully perform this subgrant agreement.

#### 14. Unenforceable Position

In the event that any provision of this subgrant agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this subgrant agreement have force and effect and shall not be affected hereby.

#### 15. Accounting and Cash Management

- a. Subrecipient will comply with controls, record keeping and fund accounting procedure requirements of WIOA, federal and state regulations, and directives to ensure the proper disbursement of, and accounting for, program funds paid to the Subrecipient and disbursed by the Subrecipient, under this subgrant agreement.
- b. Subrecipient will submit requests for cash to coincide with immediate cash needs and assure that no excess cash is on deposit in their accounts or the accounts of any sub-contracting service provider in accordance with procedures established by the Pass-through Entity. Failure to adhere to these provisions may result in suspending cash draw down privileges and providing funds through a reimbursement process.
- c. The Pass-through Entity retains the authority to adjust specific amounts of cash requested if the Pass-through Entity's records and subsequent verification with the Subrecipient indicate that the Subrecipient has an excessive amount of cash in its account.
- d. Income (including interest income) generated as a result of the receipt of WIOA activities, will be utilized in accordance with policy and procedures established by the Pass-through Entity. Subrecipient will account for any such generated income separately.
- e. Subrecipient shall not be required to maintain a separate bank account but shall separately account for WIOA funds on deposit. All funding under this subgrant agreement, will be made by check or wire transfer payable to the Subrecipient for deposit in Subrecipient's bank account or city and county governmental bank accounts.

To provide for the necessary and proper internal controls, funds should be withdrawn and disbursed by no less than two representatives of the Subrecipient. The Pass-through Entity will have a lien upon any balance of WIOA funds in these accounts, which will take priority over all other liens or claims.

#### 16. Amendments

This subgrant agreement may be unilaterally modified by the Pass-through Entity under the following circumstances:

- a. There is an increase or decrease in federal or state funding levels.
- b. A modification to the Subgrant is required in order to implement an adjustment to a Subrecipient's plan.
- c. Funds awarded to the Subrecipient have not been expended in accordance with the schedule included in the approved Subrecipient's plan. After consultation with the Subrecipient, the Pass-through Entity has determined that funds will not be spent in a timely manner, and such funds are for that reason to the extent permitted by and in a manner consistent with state and federal law, regulations and policies, reverting to the Pass-through Entity.
- d. There is a change in state and federal law or regulation requiring a change in the provisions of this subgrant agreement.
- e. An amendment is required to change the Subrecipient's name as listed on this subgrant agreement. Upon receipt of legal documentation of the name change, the state will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

Except as provided above, this subgrant agreement may be amended only in writing by the mutual agreement of both parties.

#### 17. Reporting

Subrecipient will compile and submit reports of activities, expenditures, status of

cash, and closeout information by the specified dates as prescribed by the Pass-through Entity. All expenditure reports must be submitted upon the accrual basis of accounting. Failure to adhere to the reporting requirements of this agreement will result in funds not being released.

#### 18. Records

- a. If participants are served under this subgrant agreement, the Subrecipient will establish a participant data system as prescribed by the Pass-through Entity.
- b. Subrecipient will retain all records pertinent to this subgrant agreement for a period of three years from the date of final payment of this subgrant agreement. If, at the end of three years, there is litigation or an audit involving those records, the Subrecipient will retain the records until the resolution of such litigation or audit. Refer to OMB Guidance, Subpart D, Part 200.333-200.337.
- c. The Pass-through Entity and/or the DOL, or their designee (refer to OMB Guidance, section 200.336) will have access to and right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this subgrant agreement. For purposes of this section, "access to" means that the Subrecipient shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this agreement. The Subrecipient shall comply with this requirement regardless of whether it ceases to operate or maintain a presence within the State of California before the expiration of the subgrant. Subrecipient's performance under the terms and conditions herein specified will be subject to an evaluation by the Pass-through Entity of the adequacy of the services performed, timeliness of response and a general impression of the competency of the firm and its staff.

#### 19. Subcontracting

- a. Any of the work or services specified in this subgrant agreement which will be performed by other than by the Subrecipient will be evidenced by a written agreement specifying the terms and conditions of such performance.
- b. The Subrecipient will maintain and adhere to an appropriate system, consistent with federal, state and local law, for the award and monitoring of contracts which contain acceptable standards for ensuring accountability.
- c. The system for awarding contracts will contain safeguards to ensure that the Subrecipient does not contract with any entity whose officers have been convicted of fraud or misappropriation of funds within the last two years.

#### 20. Consultants

Fees paid to a consultant, who provides services under a program, shall be limited to \$750 per day (representing an 8 hour work day). Any fees paid in excess of this amount cannot be paid without prior approval from the Grant Officer.

#### 21. Conflicts

- a. Subrecipient will cooperate in the resolution of any conflict with the DOL that may occur from the activities funded under this agreement.
- b. In the event of a dispute between the Pass-through Entity and the Subrecipient over any part of this subgrant agreement, the dispute may be submitted to non-binding arbitration upon the consent of both the Pass-through Entity and the Subrecipient. An election for arbitration pursuant to this provision will not preclude either party from pursuing any remedy for relief otherwise available.

#### 22. Indemnification

- a. The following provision applies only if the Subrecipient is a governmental entity:

Pursuant to California Government Code § 895.4, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

- b. The following provision applies only if the Subrecipient is a non-governmental entity:

The Subrecipient agrees to the extent permitted by law, to indemnify, defend and hold harmless the Pass-through Entity, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materials persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by the Subrecipient in the performance of this subgrant agreement.

### 23. Signatures

This subgrant agreement is of no force and effect until signed by both of the parties hereto. Subrecipient will not commence performance prior to the beginning of this subgrant agreement.

Contact information for the awarding official of the Pass-through Entity:

Name: Kimberlee Meyer  
Title: Chief  
Address: P.O. Box 826880, MIC 50  
Sacramento, CA 94280-0001

### Exhibit A

#### Certifications and Assurances

- a. Corporate Registration: The Subrecipient, if it is a corporation, certifies it is registered with the Secretary of the State of California.
- b. Americans with Disabilities Act (ADA): Subrecipient assures that it complies with the ADA of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. § 12101 et seq.)
- c. Sectarian Activities: The Subrecipient certifies that this subgrant agreement 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.
- d. National Labor Relations Board certification Subrecipient certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a Federal court, which orders Subrecipient to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)
- e. Federal Funding Accountability and Transparency Act (FFATA): By signing this subgrant agreement, Subrecipient hereby assures and certifies to comply with the provisions of FFATA, which includes requirements on executive compensation, and requirements implementing FFATA at 2 C.F.R. part 25 and 2. C.F.R. part 170.
- f. Prior Findings: Subrecipient, by signing this subgrant agreement, certifies that it has not failed to satisfy any major condition in a current or previous subgrant agreement with the DOL or the State of California and has not failed to satisfy conditions relating to the resolution of a final finding and determination, including repayment of debts.
- g. Drug Free Workplace requirement: Subrecipient will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.



2. Establish a Drug-Free Awareness Program to inform employees about:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
3. Every employee who works on the proposed subgrant agreement will:
  - i. receive a copy of the company's drug-free workplace policy statement; and,
  - ii. agree to abide by the terms of the company's statement as a condition of employment on the subgrant agreement.
4. Failure to comply with these requirements may result in suspension of payments under this subgrant agreement or termination of the subgrant agreement or both and Subrecipient may be ineligible for award of any future subgrant agreements if the Pass-through Entity determines that any of the following has occurred: the Subrecipient has made false certification; or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)
- h. Expatriate Corporations: Subrecipient hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code §§ 10286 and 10286.1, and is eligible to contract with the State of California.
- i. Priority Hiring considerations: If this subgrant agreement includes services in excess of \$200,000, the Subrecipient shall give priority consideration in filling vacancies in positions funded by the subgrant agreement to qualified recipients of aid under Welfare and Institutions Code § 11200 in accordance with Pub. Contract Code § 10353.
- j. Sweatfree Code of Conduct:
  1. All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to this subgrant agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code § 6108.
  2. The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (1).
- k. Child Support Compliance: For any Agreement in excess of \$100,000, the Subrecipient acknowledges in accordance with Public Contract Code § 7110, that:
  1. The Subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with § 5200) of Part 5 of Division 9 of the Family Code; and
  2. The Subrecipient, to the best of its knowledge is fully complying with the

earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the Pass-through Entity.

- l. Air/Water Pollution violation certification: Under the State laws, the Subrecipient shall not be:
1. in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
  2. subject to cease and desist order not subject to review issued pursuant to § 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
  3. finally determined to be in violation of provisions of federal law relating to air or water pollution.
- m. Clean Air Act: Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).
- n. Domestic Partners: For contracts over \$100,000 executed or amended after January 1, 2007, the Subrecipient certifies that it is in compliance with Public Contract Code § 10295.3.
- o. Debarment and Suspension Certification: By signing this subgrant agreement, the Subrecipient hereby certifies under penalty of perjury under the laws of the State of California that the Subrecipient will comply with regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension and OMB Guidance 2 CFR Part 180, that the prospective participant (i.e., Subrecipient), to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  2. Have not within a three-year period preceding this subgrant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.
  3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Section 2 of this certification.
  4. Have not within a three-year period preceding this subgrant agreement had one or more public transactions (federal, state or local) terminated for cause of default.

Where the Subrecipient is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this agreement.

- p. Lobbying Restrictions: By signing this subgrant agreement, the Subrecipient hereby assures and certifies to the lobbying restrictions in 2 C.F.R. §200.450, 29 CFR Part 93 and in the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352).
1. No federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant loan, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with this subgrant agreement, the

undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. The undersigned shall require that the language of the lobbying restrictions be included in the award documents for subgrant agreement transactions over \$100,000 (per OMB) at all tiers (including subgrant agreements, contracts and subcontracts, under grants, loan, or cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance is placed when this transaction is executed. Submission of the Lobbying Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

q. Nondiscrimination Clause:

1. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it has the ability to comply with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:
  - i. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin (limited English proficiency), age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship status or participation in any WIOA Title I-financially assisted program or activity;
  - ii. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
  - iv. The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  - v. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Subrecipient also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

- r. Avoidance of Conflict of Economic Interest: An executive or employee of the Subrecipient, an elected official in the area or a member of the Local Board, will not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subrecipient or Pass-through Entity. Supplies, materials, equipment or services purchased with subgrant agreement funds will be used solely for purposes allowed under this subgrant agreement. No member of the Local Board will cast a vote on the provision of services by that member (or any organization, which that member represents) or vote on any matter which would provide direct financial benefit to that member (or immediate family of the member) or any business or organization which the member directly represents.

## Exhibit B

### Intellectual Property Provisions

#### Federal Funding

Pursuant to 2 CFR 200.315, in any subgrant funded in whole or in part by the federal government, Pass-through Entity acquires the title to intangible property, as defined in 2 CFR 200.59 as including Intellectual Property, which results directly or indirectly from the subgrant. The federal government shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, or otherwise use the Intellectual Property for Federal purposes, and to authorize others to do so. Additionally, pursuant to 2 CFR 2900.13, Intellectual Property developed under this subgrant will be licensed under a Creative Commons Attribution license, which allows subsequent users to copy, distribute, transmit and adapt the copyrighted work and requires such users to attribute the work in the manner specified by the Pass-through Entity.

## Exhibit C

### Confidentiality Requirements

The State of California and the Subrecipient will exchange various kinds of information pursuant to this subgrant agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit or when the disclosure is restricted or prohibited by any provision of law. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Pass-through Entity and Subrecipient agree that:

- a. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b. Each party shall provide security sufficient 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.
- c. The Subrecipient agrees that information obtained under this subgrant agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this agreement.
  1. Aggregate Summaries: All reports and/or publications developed by the Subrecipient based on data obtained under this agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
  2. Publication: Prior to publication, Subrecipient shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to California Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
  3. Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.

- d. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- e. The Subrecipient shall notify Pass-through Entity's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information security incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subrecipient shall cooperate with the Pass-through Entity in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied. If the Subrecipient learns of a breach in the security of the system which contains confidential data obtained under this Subgrant, then the Subrecipient must provide notification to individuals pursuant to California Civil Code Section 1798.82.

The Subrecipient shall be responsible for all costs incurred by the Pass-through Entity due to a security incident resulting from the Subrecipient's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. If the Subrecipient experiences a loss or breach of data, the Subrecipient shall immediately report the loss or breach to the Pass-through Entity. If the Pass-through Entity determines that notice to the individuals whose data has been lost or breached is appropriate, the Subrecipient will bear any and all costs associated with the notice or any mitigation selected by the Pass-through Entity. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

- f. The Subrecipient shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Subgrant. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g. At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the California Civil Code, Section 502 of the California Penal Code, Section 2111 of the California Unemployment Insurance Code, Section 10850 of the California Welfare and Institutions Code and other applicable local, state and federal laws.
- i. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j. All Subrecipient staff and subcontractors that are provided access to any data systems of the Pass-through Entity, excluding CalJOBS, are required to complete and sign an Employee Confidentiality Statement (DE 7410).
- k. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- l. If the Pass-through Entity or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Subrecipient agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any

individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

m. The Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume distribution services at the same time the individual enrolls in CalJOBS.

Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of this subgrant agreement, the confidentiality requirements of this subgrant agreement and any other terms of this subgrant agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:

1. All client information submitted over the internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the Subrecipient, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services.
2. Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
3. An AJCC client must still be given the option to use the AJCC's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC Operator.
4. The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
5. When the Pass-through Entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subrecipient. The Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.

n. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

FOR THE PASS-THROUGH ENTITY:

Name: Nicole Laktash  
Title: Section Manager  
Address: P.O. Box 826880, MIC 50  
Sacramento, CA 94280-0001  
Telephone: (916) 654-6804  
Fax: (916) 654-9586

FOR THE SUBRECIPIENT:

Name: Stephanie Adams  
Title: Director of Workforce Development  
Telephone: (951) 955-3100  
Fax: (951) 955-3131

**Workforce Innovation and Opportunity Act  
Youth, Adult, and Dislocated Worker Activities Final Allocations  
Program Year 2023 - 2024**

Local Area	Round 1			Round 2		Grand Total
	Youth	Adult	Dislocated Worker	Adult	Dislocated Worker	
Alameda	\$1,687,176	\$318,309	\$476,670	\$1,300,147	\$1,733,657	\$5,515,959
Anaheim City	\$805,594	\$155,578	\$169,619	\$635,464	\$616,906	\$2,383,161
Contra Costa	\$1,805,407	\$339,590	\$424,750	\$1,387,070	\$1,544,823	\$5,501,640
Foothill	\$649,583	\$134,367	\$120,583	\$548,827	\$438,561	\$1,891,921
Fresno	\$5,912,242	\$1,116,598	\$852,644	\$4,560,786	\$3,101,080	\$15,543,350
Golden Sierra	\$789,517	\$156,409	\$214,907	\$638,857	\$781,619	\$2,581,309
Humboldt	\$383,518	\$63,650	\$53,852	\$259,980	\$195,862	\$956,862
Imperial	\$2,879,063	\$558,575	\$440,584	\$2,281,523	\$1,602,410	\$7,762,155
Kern, Inyo, and Mono	\$5,627,541	\$1,075,672	\$820,376	\$4,393,625	\$2,983,719	\$14,900,933
Kings	\$808,555	\$172,073	\$124,322	\$702,838	\$452,159	\$2,259,947
Los Angeles City	\$16,637,648	\$3,201,741	\$2,182,299	\$13,077,632	\$7,937,064	\$43,036,384
Los Angeles County	\$14,450,520	\$2,714,266	\$1,899,009	\$11,086,526	\$6,906,729	\$37,057,050
Pacific Gateway	\$2,028,611	\$388,490	\$265,704	\$1,586,801	\$966,370	\$5,235,976
Madera	\$777,473	\$152,135	\$113,073	\$621,400	\$411,248	\$2,075,329
Merced	\$1,783,783	\$331,209	\$254,211	\$1,352,837	\$924,569	\$4,646,609
Mother Lode	\$328,992	\$78,452	\$66,760	\$320,439	\$242,808	\$1,037,451
Monterey	\$2,077,305	\$405,001	\$408,925	\$1,654,240	\$1,487,266	\$6,032,737
Workforce Alliance of the North Bay	\$907,572	\$187,769	\$213,046	\$766,949	\$774,852	\$2,850,188
North Central Counties Consortium	\$1,301,354	\$248,378	\$207,661	\$1,014,510	\$755,266	\$3,527,169
NoRTEC	\$2,242,445	\$441,134	\$364,460	\$1,801,828	\$1,325,545	\$6,175,412
NOVA	\$1,246,037	\$248,632	\$437,107	\$1,015,547	\$1,589,764	\$4,537,087
Oakland City	\$1,169,500	\$240,796	\$222,204	\$983,542	\$808,158	\$3,424,200
Orange	\$3,845,640	\$710,928	\$1,027,375	\$2,903,812	\$3,736,580	\$12,224,335
Richmond City	\$330,160	\$68,269	\$59,205	\$278,849	\$215,331	\$951,814
Riverside	\$6,985,459	\$1,312,501	\$1,216,945	\$5,360,962	\$4,426,050	\$19,301,917
Sacramento	\$3,951,456	\$780,690	\$709,970	\$3,188,757	\$2,582,172	\$11,213,045
Santa Ana City	\$786,866	\$149,298	\$133,100	\$609,813	\$484,086	\$2,163,163
Santa Barbara	\$1,294,682	\$170,926	\$190,083	\$698,153	\$691,337	\$3,045,181
San Benito	\$199,326	\$38,146	\$43,133	\$155,807	\$156,874	\$593,286
San Bernardino	\$6,554,284	\$1,225,629	\$1,006,880	\$5,006,131	\$3,662,037	\$17,454,961
South Bay	\$2,143,612	\$429,336	\$364,342	\$1,753,639	\$1,325,116	\$6,016,045
Santa Cruz	\$1,046,063	\$165,474	\$179,701	\$675,886	\$653,574	\$2,720,698
San Diego	\$7,394,004	\$1,394,928	\$1,449,467	\$5,697,638	\$5,271,733	\$21,207,770
SELACO	\$1,773,277	\$340,632	\$261,814	\$1,391,325	\$952,222	\$4,719,270
San Francisco	\$1,422,937	\$294,413	\$412,673	\$1,202,540	\$1,500,897	\$4,833,460
San Joaquin	\$3,051,273	\$580,958	\$484,973	\$2,372,946	\$1,763,855	\$8,254,005
San Jose - Silicon Valley	\$2,040,659	\$389,306	\$521,968	\$1,590,134	\$1,898,406	\$6,440,473
San Luis Obispo	\$693,808	\$93,473	\$98,619	\$381,794	\$358,679	\$1,626,373
Solano	\$1,124,506	\$229,657	\$213,310	\$938,041	\$775,810	\$3,281,324
Sonoma	\$773,301	\$147,175	\$192,085	\$601,140	\$698,616	\$2,412,317
Stanislaus	\$2,487,029	\$475,562	\$383,126	\$1,942,449	\$1,393,435	\$6,681,601
Tulare	\$3,714,764	\$703,230	\$542,242	\$2,872,371	\$1,972,143	\$9,804,750
Verdugo	\$1,195,006	\$246,384	\$190,672	\$1,006,365	\$693,478	\$3,331,905
Ventura	\$1,669,269	\$297,182	\$381,815	\$1,213,853	\$1,388,668	\$4,950,787
Yolo	\$747,320	\$92,698	\$99,402	\$378,630	\$361,526	\$1,679,576
<b>Total</b>	<b>\$121,524,137</b>	<b>\$23,065,619</b>	<b>\$20,495,666</b>	<b>\$94,212,403</b>	<b>\$74,543,060</b>	<b>\$333,840,885</b>





# Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Roy Buelert

Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: 3:31

Phone #: \_\_\_\_\_

Date: \_\_\_\_\_ Agenda # \_\_\_\_\_

### PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

\_\_\_\_\_ Support      \_\_\_\_\_ Oppose      \_\_\_\_\_ Neutral

**Note:** If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

\_\_\_\_\_ Support      \_\_\_\_\_ Oppose      \_\_\_\_\_ Neutral

I give my 3 minutes to: \_\_\_\_\_

# BOARD RULES

## **Requests to Address Board on "Agenda" Items:**

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

## **Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:**

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

## **Power Point Presentations/Printed Material:**

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

## **Individual Speaker Limits:**

**Individual speakers are limited to a maximum of three (3) minutes.** Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

## **Group/Organized Presentations:**

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

## **Addressing the Board & Acknowledgement by Chairman:**

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman, may result in removal from the Board Chambers by Sheriff Deputies.