

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



ITEM: 3.10
(ID # 24174)

MEETING DATE:

Tuesday, March 19, 2024

FROM : HOUSING AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HWS/WDD): Approve the Form of Prison to Employment (P2E) 2.0 Template Agreement; Ratify, Approve and Authorize Director of HWS to Award, and Execute Agreements with the Recommended Services Providers through December 31, 2025; All Districts. [\$1,367,843 - 100% State Funds]; CEQA Exempt per State CEQA Guidelines Section 15061(b)(3).

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 on Page 2

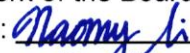
ACTION:Policy


Heidi Marshall, Director 3/6/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Gutierrez
Nays: None
Absent: Perez
Date: March 19, 2024
xc: HWS/WDD

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. Approve the form of the Prisoner to Employment 2.0 subrecipient agreement template for use in agreements with five (5) selected services providers under the Prison to Employment Regional Partnership and Technical Assistance Program (Program), as listed in Table A;

3. Ratify, Approve, and Authorize the Director of Housing and Workforce Solutions (HWS), or designee, to execute agreements for award of the contracts, substantially conforming in form and substance to the Prison to Employment 2.0 Agreement template, with the service providers selected for the Program as recommended for award by the evaluation team, in an amount not to exceed \$1,367,842.58, for a period commencing on or after December 1, 2023 and terminating no later than December 31, 2025, subject to availability of fiscal funding and as approved as to form by County Counsel; and

4. Authorize the Director of HWS, or designee, to take all steps necessary to implement the Program including, but not limited to, (a) sign necessary documents to implement Prison to Employment Agreement; (b) sign amendments that extend or modify the period of performance; (c) sign amendments that move the allocated funds among the subrecipients; and (d) sign amendments modifying compensation provisions and scope of services, that stay within the intent of the agreements, subject to availability of fiscal funding and as approved as to form by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$683,922	\$683,921	\$1,367,843	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State Funds			Budget Adjustment: No	
			For Fiscal Year: 2023/2024-2025/2026	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On June 27, 2018, the Governor of California, Gavin Newsom, approved California SB 866 which led to an allocation of state general funds to the Prison to Employment (P2E) Initiative (Initiative). The California Workforce Development Board (CWDB) subsequently announced a series of related grants to be carried out over three State budget years. Initiative funding will be distributed to the Workforce Development Regional Planning Units via three different grant types: (1) Planning Grants, (2) Implementation and Direct Services Grants; and (3) Supportive Services and Earn and Learn Grants. In 2019, Riverside County's Housing and Workforce Solutions, Workforce Development Division, Inland Empire Regional Planning Unit (HWS/WDD,

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IERPU) was awarded \$3,210,891 during the initial round of P2E funding, having successfully served 917 participants at grant end in March 2022.

In a continued effort to address obstacles being faced by justice involved residents reentering the workforce throughout the region, HWS/WDD's IERPU applied and received a secondary allocation of \$2,875,495.91 to for the implementation of the Prisoner to Employment 2.0 Regional Partnership and Technical Assistance Grant from the CWDB. On June 27, 2023 (Minute Order 3.51), the Riverside County Board of Supervisors approved the funding allocation of \$2,875,495.91 awarded to the County of Riverside Housing and Workforce Solutions, Workforce Development Department (HWS/WDD) on behalf of the IERPU. Of this amount, \$1,367,842.58 was budgeted to contract service providers throughout the Inland Empire that specialize in working with individuals that are justice involved. HWS/WDD finalized an RFP to procure a total of 5 eligible service providers, as recommended by an evaluation committee, to utilize this funding for activities that include career technical training, on-the-job training, transitional employment, supportive services, and direct case management services. Providers selected and allocated funding are outlined under Table A.

In addition, on September 9, 2023, HWS/WDD IERPU's regional partner, San Bernardino County Workforce Development Department (SBCWDD), received a total of \$675,000 to serve as a sub-recipient for training services, tuition, on-the-job training, supportive services, career coaching and case management. The remaining \$832,653.33 from the initial awarded amount will be utilized by HWS/WDD for administration of the grant, career coaching and case management, supportive services for participants' needs, as well as tuition vouchers for specific vocation training in recognized sectors such as: transportation and logistics, healthcare, manufacturing, and construction.

The primary objectives of this program consist of the following: to provide training and education to justice involved individuals; to place them into competitive employment; and to assist them with retaining their employment. Additional deliverables that support the primary objectives include an enhanced referral coordination process, new strategies for increasing retention, and building stronger partnerships with state-approved apprenticeships in the region. The goals are to meet the primary objectives and include enrolling 720 participants into intensive career services over the course of the grant period. Of this total, 250 will be enrolled in training and 40 will be enrolled in state approved apprenticeship programs.

Pursuant to the California Environmental Quality Act (CEQA), the award was reviewed and determined to be exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), General Rule or "Common Sense" exemption. There is no possibility that the proposed program may have a significant effect on the environment, as grant activities will have purely financial and social-welfare benefits and will not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by staff with the County Clerk and the State Clearinghouse within 5 days of the approval of the award.

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Impact on Residents and Businesses

Implementing activities under the Grant will strengthen efforts between the workforce and corrections systems. In turn, processes by which formerly incarcerated and justice-involved individuals re-enter society and the labor force will be improved, advancing the overall goal of reducing recidivism.

Additional Fiscal Information

TABLE A:

Service Provider Name	Estimated Award
Center for Employment Opportunity	\$341,960.52
Starting Over, Inc.	\$410,352.52
Goodwill Industries of Southern California	\$136,784.52
San Bernardino Community College District	\$341,960.51
Operation New Hope	\$136,784.51
Total Amount for Contract Services	\$1,367,842.58

In fiscal years 2022/23 through 2025/26, from the originally allocated \$2,875,495.91 there will be \$1,367,842.58 in obligated costs to procure eligible vendors, all of which will be paid for with P2E 2.0 Regional Partnership and Technical Assistance Grant funds derived from State General Funds from the CWDB. No county general funds are needed.

ATTACHMENTS:

- P2E 2.0 Template PSA
- P2E 2.0 Service Agreement with CWDB
- Prev. Agn. Ref. (07/27/2023;3.51)
- Provider Information
- CEQA – Notice of Exemption



Brianra Lontajo, Principal Management Analyst 3/12/2024



Aaron Gettis 3/8/2024



State of California - Department of Fish and Wildlife
2024 ENVIRONMENTAL DOCUMENT FILING FEE
CASH RECEIPT
 DFW 753.5a (REV. 01/01/24) Previously DFG 753.5a

RECEIPT NUMBER:
STATE CLEARINGHOUSE NUMBER (If applicable)

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY RIVERSIDE COUNT HOUSING AND WORKFORCE	LEAD AGENCY EMAIL JCRAMIREZ@RIVCO.ORG	DATE 03/05/2024
COUNTY/STATE AGENCY OF FILING RIVERSIDE	DOCUMENT NUMBER SS-TEMP-1136646	
PROJECT TITLE PRISONER TO EMPLOYMENT 2.0		

PROJECT APPLICANT NAME JORGE CARDENAS	PROJECT APPLICANT EMAIL JCRAMIREZ@RIVCO.ORG	PHONE NUMBER (951) 955-0452
PROJECT APPLICANT ADDRESS 1325 SPRUCE ST ,	CITY RIVERSIDE	STATE CA
		ZIP CODE 92507

PROJECT APPLICANT (Check appropriate box)

- Local Public Agency
 School District
 Other Special District
 State Agency
 Private Entity

CHECK APPLICABLE FEES:

- Environmental Impact Report (EIR) \$4,051.25 \$ _____
 Mitigated/Negative Declaration (MND)(ND) \$2,916.75 \$ _____
 Certified Regulatory Program (CRP) document - payment due directly to CDFW \$1,377.25 \$ _____

- Exempt from fee
 Notice of Exemption (attach)
 CDFW No Effect Determination (attach)
 Fee previously paid (attach previously issued cash receipt copy)

- Water Right Application or Petition Fee (State Water Resources Control Board only) \$850.00 \$ _____
 County documentary handling fee \$ _____
 Other \$ _____

PAYMENT METHOD:

- Cash Credit Check Other
 TOTAL RECEIVED \$ _____ \$0.00

SIGNATURE X	AGENCY OF FILING PRINTED NAME AND TITLE Deputy
---------------------------	---



Order Details

Your order has been submitted.

Order #: SST1328133066

Date: Mar 5, 2024

Name: Judge Corderias

Orders/Requests are valid for 120 days

[For Current Office Hours and Locations Click Here](#)

For FBN Customers:

- Once the application is complete, you will get an order number, also called the SST number. Please keep that number for your records.
- Once it has been reviewed by our office, we will contact you by phone or email to let you know when your order is complete or to resolve any issues.
- Once all is completed, a certified copy of your statement will be sent to you in regular mail.

For Marriage

Customers:

- Please walk-in to one of our County-Clerk, Recorder, Public Service Offices to complete your order request. Appointment availability may be limited.

For Enforcement of Family Court Orders:

- Scan and email the notice with your Order number as the subject to CEOAPROCESSING@SACRCLERK.CDM

Thank you for your order. Below you will find your estimated costs. Please review the Order Details instructions to complete your transaction.

Items	
Environmental Filing	
PRISONER TO EMPLOYMENT 2.0	\$50.00 ↑

NOTICE OF EXEMPTION

Date: March 5, 2024

Project Name: Prisoner to Employment 2.0

Project Number: Minute Traq #24174

Project Location: Riverside County (All Districts)

Description of Project: On June 27, 2018, the Governor of California, Gavin Newsom, approved California SB 866 which led to an allocation of state general funds to the Prison to Employment (P2E) Initiative (Initiative). The California Workforce Development Board (CWDB) subsequently announced a series of related grants to be carried out over three State budget years. Initiative funding will be distributed to Regional Planning Units via three different grant types: (1) Planning Grants, (2) Implementation and Direct Services Grants; and (3) Supportive Services and Earn and Learn Grants. In 2019 Riverside County's Housing and Workforce Solutions, Workforce Development Division, Inland Empire Regional Planning Unit (HWS/WDD, IERPU) was awarded \$3,210,891 during the initial round of P2E funding, having successfully served 917 participants at grant end in March 2022.

In a continued effort to address obstacles being faced by justice involved residents reentering the workforce throughout the region, HWS/WDD's IERPU applied and received a secondary allocation of \$2,875,495.91 to for the implementation of the Prisoner to Employment 2.0 Regional Partnership and Technical Assistance Grant from the CWDB. On June 27, 2023 (Minute Order 3.51) the Riverside County Board of Supervisors approved the funding allocation of \$ 2,875,495.91 awarded to the County of Riverside Housing and Workforce Solutions, Workforce Development Department (HWS/WDD) on behalf of the IERPU. Of this amount, \$1,367,842.58 was budgeted to contract service providers throughout the Inland Empire that specialize in working with individuals that are justice involved. HWS/WDD finalized an RFP to procure a total of 5 eligible service providers, as recommended by an evaluation committee, to utilize this funding for activities that include; career technical training, on-the-job training, transitional employment, supportive services, and direct case management services. Providers selected and allocated funding as outlined under Table A.

In addition, on September 9, 2023, HWS/WDD IERPU's regional partner, San Bernardino County Workforce Development Department (SBCWDD), received a total of \$675,000 to serve as a sub-recipient for training services, tuition, on-the-job training, supportive services, career coaching and case management. The remaining \$832,653.33 from the initial awarded amount will be utilized by HWS/WDD for administration of the grant, career coaching and case management, supportive services for participants' needs, as well as tuition vouchers for specific vocation

training in recognized sectors such as: transportation and logistics, healthcare, manufacturing, and construction. .

The primary objectives of this program consist of the following: to provide training and education to justice involved individuals; to place them into competitive employment; and to assist them with retaining their employment. Additional deliverables that support the primary objectives include an enhanced referral coordination process, new strategies for increasing retention, and building stronger partnerships with state-approved apprenticeships in the region. The goals are to meet the primary objectives and include enrolling 720 participants into intensive career services over the course of the grant period. Of this total, 250 will be enrolled in training and 40 will be enrolled in state approved apprenticeship programs.

Pursuant to the California Environmental Quality Act (CEQA), the award was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" exemption. There is no possibility that the proposed program may have a significant effect on the environment, as grant activities will have purely financial and social-welfare benefits and will not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by staff with the County Clerk within 5 days of the approval of the award.

The Prisoner to Employment 2.0 Program 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 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 education to justice involved individuals; to place them into competitive employment; and to assist them with retaining their employment within San Bernadino and 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 Prisoner to Employment 2.0 program are services provided by the HWS/WDD through the American Rescue Plan Act (ARPA).

The Prisoner to Employment 2.0 Program 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: 3/6/24

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION TO BILL
BY JOURNAL VOUCHER**

Project Name: Prisoner to Employment 2.0

Accounting String: 525440-21550-5500400000

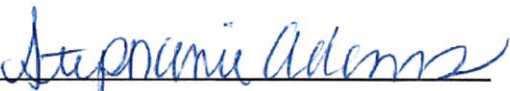
DATE: March 5, 2025

AGENCY: Riverside County Housing and Workforce Solutions/Workforce
Development Division (HWS/WDD)

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING
AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Stephanie Adams, Deputy Director, HWS/Workforce
Development Division

Signature: 

PRESENTED BY: Stephanie Adams, Deputy Director, HWS/Workforce
Development Division

-TO BE FILLED IN BY COUNTY CLERK- ACCEPTED BY:

DATE: RECEIPT# (S)



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

Date: March 5, 2024

To: Office of the County Clerk/Recorder

From: Jorge Cardenas (for Stephanie Adams)

Subject: County of Riverside Housing and Workforce Solutions/Workforce Development Division Project Prisoner to Employment 2.0 Program

The Riverside County's Housing and Workforce Solutions/Workforce Development Division) is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

**Mail Stop #2570
Attention: Jorge Cardenas
1325 Spruce St. Suite 400, Riverside, CA 92507**

If you have any questions, please contact Jorge Cardenas at (951) 955-0452.

Attachment

cc: file

■ web: www.rivocworkforce.com

■ phone: 951-955-3100

■ fax: 951-955-3131

PROFESSIONAL SERVICE AGREEMENT

for

**PRISONER TO EMPLOYMENT 2.0 REGIONAL FUNDING AND TECHNICAL ASSISTANCE
INITIATIVE**

between

COUNTY OF RIVERSIDE

and

VENDOR NAME



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This Professional Service Agreement for Prisoner to Employment 2.0 services ("Agreement") is made and entered into effective the 1st day of December, 2023, by and between , [x] , (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California by and through its Department of Housing and Workforce Solutions (HWS), Workforce Development Division (WDD), (herein referred to as "COUNTY"). The parties agree as follows:

RECITALS

WHEREAS, in July 2018, the California Legislature approved Senate Bill 856, which included an allocation of state general funds to resource a P2E Initiative; and

WHEREAS, the California Workforce Development Board ("CWDB") subsequently announced a series of related grants, including the Implementation and Direct Services Grants and Supportive Services and Earn and Learn Grants (collectively, "Implementation Grants") to distribute funds to regional planning units; and

WHEREAS, the Riverside County Workforce Development Board ("RCWDB") and San Bernardino County Workforce Development Board ("SBCWDB"), which together comprise the Inland Empire Regional Planning Unit ("IERPU"), provide oversight for their respective counties' workforce development programs, including, but not limited to meeting State workforce performance goals while addressing the workforce needs of the local economy in their respective counties; and

WHEREAS, on behalf of the IERPU, the COUNTY applied for the P2E 2.0 Regional Partnership and Technical Assistance Initiative funding; and

WHEREAS the COUNTY entered into a grant agreement (Contract No.M90173-7120) with the CWDB, following approval from the Riverside County Board of Supervisors on June 27, 2023 (Minute Order 3.51), wherein COUNTY was designated the administrative lead for an award of \$2,875,495.91 to reduce recidivism through collaborative development of regional partnerships that will integrate workforce and re-entry services to connect "formerly incarcerated" and "justice-involved" individuals to high demand and sustainable employment in the labor market; and

WHEREAS the COUNTY requires the professional services of CONTRACTOR to assist with the implementation of P2E 2.0 grant activities, including focus on housing, training, and post-release direct placement employment and re-entry services for eligible "formerly incarcerated" and "justice-involved" individuals; and

WHEREAS, the COUNTY relied upon the competitive process conducted by the County Purchasing Department, through which CONTRACTOR was selected to provide such services; and

WHEREAS, the COUNTY finds CONTRACTOR has represented that it qualified to provide the services; and

WHEREAS the COUNTY desires to contract with the CONTRACTOR based on CONTRACTOR's expertise, special skills, knowledge, and experience in Prison to Employment program services, including, but not limited to assisting the IERPU with accomplishing its goals as more specifically set forth in this Agreement.

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

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the not to exceed fee stated in the RFP and in Paragraph 3.1 to the Agreement. The RFP and CONTRACTOR's response to the RFP submitted on July 10, 2023 are each hereby incorporated herein by this reference.

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

1.3 CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in RFP and Paragraph 3.1. CONTRACTOR is not to perform services or provide products outside of the Agreement.

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

2. Period of Performance

2.1 This Agreement shall be effective from December 1, 2023 through December 31, 2025, unless terminated earlier. CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred in accordance with the following terms. Maximum payments by COUNTY to CONTRACTOR shall not exceed [x] including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

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

adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. For this Agreement, send the original invoice and supporting documentation to:

Riverside County
Workforce Development Division
1325 Spruce Street, Suite 400
Riverside, CA 92507

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (need to change); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his/her designee are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable

adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

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

5. Termination

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

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

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

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

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

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

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. CONTRACTOR to reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive

Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

6. Ownership/Use of Contract Materials and Products

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

7. Conduct of Contractor

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

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

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services

to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

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

9. Independent Contractor/Employment Eligibility

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

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

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

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

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

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

10. Subcontract for Work or Services

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

11. Disputes

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

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

12. Licensing and Permits

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

13. Use By Other Political Entities

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

14. Non-Discrimination

CONTRACTOR shall comply with the nondiscrimination and equal opportunity provisions found in Section 188 of WIOA and 29 CFR Part 38 prohibit discrimination on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity); national origin (including Limited English Proficiency); age; disability; political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I-financially assisted program or activity. The CONTRACTOR will "comply fully with the nondiscrimination and equal opportunity provisions of the WIOA" (29 CFR Part 38 Preamble) and acknowledge the government's right to seek judicial enforcement of the nondiscrimination assurance; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Consultant), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

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

15. Records and Documents

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least seven (7) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY. CONTRACTOR shall assure that funds provided by this Agreement must be used exclusively for activities that are authorized under WIOA. Co-mingling and/or diverting of funds to support the activities of other programs are not authorized.

16. Confidentiality

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

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

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

18. Notices

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

<u>COUNTY OF RIVERSIDE</u>	<u>CONTRACTOR</u>
WORKFORCE DEVELOPMENT DIVISION	XXXXX
ATTN: HEIDI MARSHALL	XXXX
DIRECTOR OF HWS	XXX
1325 SPRUCE STREET, SUITE 400	XX
RIVERSIDE, CA 92507	X

19. Force Majeure

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

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

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

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

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

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

22. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

B.1. Sexual Abuse or Molestation (SAM) Liability:

If the work will include contact with minors, and the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Vendor/Contractor shall obtain and maintain a policy covering Sexual Abuse and Molestation with a limit no less than \$2,000,000 per occurrence or claim.

C. Vehicle Liability:

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

D. Professional Liability

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his/her sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

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

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

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

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

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

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

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

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

23. General

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

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

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

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

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

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

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

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

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

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

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

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

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

23.14 Unless otherwise provided in terms of the Grant or the Agreement, when copyrighted material is developed in the course of or under this Agreement, the author and the COUNTY which developed the work are free to copyright material or to permit others to do so. The COUNTY and the Workforce Development Board shall have a

royalty-free, non-exclusive, and irrevocable license to produce, publish, and use and to authorize other to use all copyrighted material.

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

23.16 Executive Order 12549 (7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17), Debarment and Suspension, 34 CFR Part 85, Section 85.510 (Lower Tier). The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall attach an explanation to this Agreement.

23.17 The CONTRACTOR shall assure that funds provided by this Agreement must be used exclusively for activities that are authorized under WIOA. Co-mingling and/or diverting of funds to support the activities of other programs are not authorized. Documentation supporting expenditures will be kept on file at the CONTRACTOR's office and always made available for audit and monitoring purposes for a period of no less than seven (7) years after the COUNTY makes final payment and all pending matters are closed.

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

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

immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the CONTRACTOR's file.

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

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

23.22 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of the Agreement agrees to the use of electronic signatures, such as a digital signature that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts amount parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

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[Signatures on Following Page]

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

COUNTY:

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

CONTRACTOR:

XXX
XX,

Signature: FORM COPY - DO NOT SIGN

Signature: FORM COPY - DO NOT SIGN

Print Name: Heidi Marshall

Print Name:

Title: Director of Housing and Workforce Solutions

Title:

APPROVED AS TO FORM
MINH C. TRAN
COUNTY COUNSEL


By: 
Paula S. Salcido
Deputy County Counsel

EXHIBIT A
SCOPE OF WORK

During the term of this Service Agreement for the Inland Empire Regional Planning Unit ("IERPU"), Prison to Employment (P2E 2.0) Regional Funding and Technical Assistance Initiative, entered into between [X] , (CONTRACTOR) and the County of Riverside (COUNTY), CONTRACTOR shall work with COUNTY staff to deliver goal-oriented services and meet the expected outcomes, specifically: strengthen regional collaborations, build workforce/education/economic development partnerships, engage employers as full partners in the workforce system, and support the implementation of regional activities related to IERPU P2E 2.0 service systems which integrate workforce and re-entry services to connect formerly-incarcerated individuals to high demand employment in the labor market. The primary goal of the funds is to decrease the recidivism rate of individuals into the corrections systems by providing them with sustainable employment and related support services.

A. Description of services/deliverables/outcomes:

The CONTRACTOR shall implement activities related to the IERPU P2E 2.0 Regional Funding and Technical Assistance Initiative to:

1. Operate the P2E 2.0 program to engage re-entry/justice-involved individuals living in the Inland Empire in employment services leading to full-time, unsubsidized employment at livable wages.
2. Provide reports describing participant progress and outcomes including:
3. Quarterly reports for the term of the Agreement, the content of which shall be consistent with COUNTY's program data collection and reporting requirements for the grant. Completed quarterly reports shall be subject to the review and approval of the COUNTY, which approval shall not be withheld unreasonably. The first quarter for which CONTRACTOR shall provide a report is the quarter commencing on January 1, 2024- December 31, 2025. Quarterly reports are due no later than the last business day following the end of each quarter.
4. One (1) quarterly report the following quarter after the Agreement term has ended.
5. Final report of outcomes, including job retention and company growth and sustainability as it pertains to the need's statements in the Work Plan, as requested by the COUNTY within one (1) year of the Agreement end date.
6. Other report(s), as agreed upon by COUNTY and CONTRACTOR.
7. Implement employment strategies that include subsidized transitional employment, job development and placement into regular unsubsidized employment, soft skills/job readiness

activities and other supportive services.

8. Enroll minimum of (X) eligible justice-involved participants into immediate transitional or direct unsubsidized direct employment. At least (X) eligible participants must reside in Riverside County; at least (X) eligible participants must reside in San Bernadino County. In total n (X) eligible participants will find some form of employment. A minimum of (X) eligible participants must be placed in a transitional jobs/subsidized employment and at least (X) eligible participants will be placed in direct unsubsidized employment. A minimum of (X) eligible participants will enroll in apprenticeship training programs. A minimum of twelve (X) eligible participants will successfully complete a vocational training or apprenticeship program.
9. Conduct a comprehensive assessment to identify each participant's skills, aptitudes, interests, barriers to employment and supportive service needs. Create Individual Employment Plans based on particular needs and detailing each participant's individualized pathway to gainful employment, ensuring all participants have access to the full range of support services.
10. Provide soft skills, job readiness assessments and training, vocational Training and certification through partnerships, case management, Cognitive Behavioral Interventions, and resource referrals to meet client needs.
11. Provide resume building guidance, assistance learning about training and employment opportunities, practice with the interview process, including how they can answer questions regarding their conviction(s), and connection to opportunities for unsubsidized permanent employment in position matching their areas of interest and expertise.
12. To support P2E participants with job retention, staff will continue to work with them up to twelve (12) months after initial job placement. Retention Specialists will support participants in keeping their job by providing workplace counseling, crisis management and job replacement in the event of job loss.
13. Provide data management, maintain all follow-up activities and reporting, including those related to service outcomes, and work with the IERPU on data tracking and sharing of data/outcomes.
14. Enter data as required by the IERPU; California Workforce Development Board, or, the Employment Development Department, including but not limited to CalJOBS, and supplemental forms. [CSU 448-91 Prison to Employment Application ,CSU 448-88 Supplemental Prison to Employment Form, CSU 448-19 P2E CalJOBS Post-Exit Supp.

Report]

15. Conduct the necessary outreach, recruitment, and advocacy activities to establish referral processes that will target re-entry/justice-involved individuals. Engage with partner agencies in collaboration strategies in order to further strengthen supportive services and delivery to P2E participants; including service and resource-mapping of all partners and their roles in the project, regular monthly partnership meetings, regular performance and participant flow reviews, and cross-training on partner services and areas of expertise.
16. All of CONTRACTOR's current relevant activities will be used as needed to support a successful P2E 2.0 Initiative.
17. Attend all meetings and trainings scheduled by COUNTY and/or IERPU Unit.
18. The Program Manager of the agency shall attend and/or invite other essential agency staff to attend as appropriate.
19. Determine eligibility for individuals referred or recommended for services under this Agreement.
20. Enroll all eligible individuals into the Title 1 application in CalJOBS. Ensure all required documentation is obtained and scan all original eligibility determination documentation into the COUNTY system, as needed. Data includes, but is not limited to:
 - i. Eligibility documentation,
 - ii. Application information,
 - iii. Activity codes, as needed,
 - iv. Closing information,
 - v. Follow-up information, as needed,
 - vi. Follow-up activity codes, as needed,
21. Upload documentation as needed, and
22. Provide COUNTY, state representatives, and their agents, access to visit X during normal business hours and to monitor the specific training provided under this Agreement during the term of the Agreement, with or without prior notification.
23. Provide timely monthly invoices to COUNTY, in accordance with Paragraph 3.1 of the Agreement.

B. Deliverables Chart

Deliverables		Number of Participants
1. Minimum participant enrollments (X Riverside/ X San Bernadino)		X
2. Minimum vocational training enrollments		X
3. Apprenticeship training enrollments		X
4. Minimum vocational and apprenticeship training enrollments w/ successful completions		X
5. Minimum employment attainment	5a. Unsubsidized employment ~ X	X
	5b. Transitional/Subsidized employment ~ X	

EXHIBIT B
PAYMENT PROVISIONS and BUDGET BREAKDOWN

I. Payment Provisions

COUNTY agrees to reimburse CONTRACTOR based on a pay-for-performance model each month during Period of Performance as defined in Paragraph 2.1. The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred as outlined in Exhibit A – Scope of Work.

CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month. CONTRACTOR agrees to include participant name, participant cost, participant resident county information, enrollment date, support service information, employment information, and other outlined expenses per line item as defined in Exhibit B Section II.

CONTRACTOR understands that COUNTY can submit requests for additional supporting information for invoices with formal notice given to CONTRACTOR of at least 10 business days.

CONTRACTOR must ensure full Scope of Work and performance metrics, as defined in Exhibit A are fully executed within the allotted program compensation amount as defined in Paragraph 3.1 of this agreement.

CONTRACTOR agrees to invoice COUNTY for administrative fees not exceeding a total of ten percent (10%) of total program budget as defined in Paragraph 3.1. Administrative fees must be identified in each appropriate monthly invoice.

CONTRACTOR understands that budgeting and expenditure of P2E 2.0 funds must be conducted on a timely basis at least 1 month prior to program term completion unless formal notice of program extension is presented by the COUNTY.

CONTRACTOR understands that COUNTY can request additional data, documents, reports, etc. as necessary based on GRANTOR’S requests, with formal notice given to CONTRACTOR of at least 10 business days.

II. Budget Breakdown

EXHIBIT C
INVOICE FORM TO BE PROVIDED ON LETTERHEAD

SAMPLE

CONTRACTOR Name:		
Mailing/Remittance Address:		
Invoice Number:		
<u>Payment Request for Services Rendered</u>		
Date	Deliverable	Cost
Total for this Invoice:		\$

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

M90173-7120

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Workforce Development Board

CONTRACTOR NAME

County of Riverside Workforce Development Division

2. The term of this Agreement is:

START DATE

April 1, 2023 or upon final approval

THROUGH END DATE

December 31, 2025

3. The maximum amount of this Agreement is:

\$2,875,495.91 (Two Million Eight Hundred Seventy-Five Thousand Four Hundred Ninety-Five Dollars and Ninety-One Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	2
Attachment B-1	Budget Summary	1
+ Attachment B-2	Budget Narrative	5
+ Attachment B-3	Supplemental Budget	1
+ Exhibit C *	General Terms and Conditions	GTC 04/2017
+ Exhibit D	Special Terms and Conditions	4
+ Exhibit E**	Solicitation Background	1
+ -	**Items shown with a double asterisk (**) are hereby incorporated by reference and made part of this Agreement as if attached hereto.	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Riverside Workforce Development Division

CONTRACTOR BUSINESS ADDRESS

1325 Spruce Street, Suite 400

CITY

Riverside

STATE

CA

ZIP

92507

PRINTED NAME OF PERSON SIGNING

Heidi Marshall

TITLE

Director, Housing and Workforce Solutions

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

FORM APPROVED COUNTY COUNSEL

BY:

LISA SANCHEZ

DATE

5/31/2022

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

M90173-7120

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Workforce Development Board

CONTRACTING AGENCY ADDRESS

800 Capital Mall, Suite 1022, MIC 45

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Myke Griseta

TITLE

Grants Development Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM Vol. 1 Section 4.06

**EXHIBIT A
SCOPE OF WORK
(Standard Agreement)**

1. This Agreement is entered into by and between the California Workforce Development Board, hereinafter referred to as the CWDB, and the County of Riverside Workforce Development Division, hereinafter referred to as the Contractor, for the purpose of providing workforce training services in accordance with Prison to Employment (P2E) 2.0 Regional Partnership and Technical Assistance initiative.

2. The Project Representatives during the term of this Agreement will be:

State Agency

California Workforce Development Board
Attn: Myke Griseta
800 Capitol Mall, Suite 1022, MIC 45
Sacramento, CA 95814
Phone: (916) 764-6544
E-Mail: myke.griseta@cwdb.ca.gov

Contractor

County of Riverside WDD
Attn: Tammy Mathis
Address: 1325 Spruce Street, Suite 400
Riverside, CA 92507
Phone: (951) 955-3434
E-Mail: tamathis@rivco.org

3. Changes to the Project Representatives will not require an amendment to this Contract.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

A. Invoicing and Payment

1. For services satisfactorily rendered and upon receipt and approval of the invoices, the CWDB agrees to compensate the Contractor in accordance with Attachments B-1, Budget Summary, and B-2, Budget Narrative. The total amount of this Agreement shall not exceed Two Million Eight Hundred Seventy-Five Thousand Four Hundred Ninety-Five Dollars and Ninety-One Cents (\$2,875,495.91).
2. Invoices shall include the **CWDB Contract Number M90173-7120** and shall be submitted monthly in triplicate, in arrears to:

California Workforce Development Board
800 Capitol Mall, Suite 1022, MIC 45
Sacramento, CA 95814
Attn: Manoli Sarikakis

3. The Contractor is responsible for ensuring that invoices submitted to the CWDB claim actual expenditures for eligible project costs under Attachments B-1 and B-2. The Contractor shall, upon demand, remit to the CWDB any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Contractor in violation of the terms, provisions, conditions, or commitments of this Agreement.

B. Withholding of Grant Disbursements

1. The CWDB and the EDD may withhold all or any portion of the grant funds provided for by this Agreement in the event that that the Contractor has materially and substantially breached the terms and conditions of this Agreement, including submission of required reports and data.
2. The CWDB and the EDD will not reimburse the Contractor for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, the CWDB and the EDD may either withhold an equal amount from subsequent payments to the Contractor or require repayment of an equal amount to the CWDB by the Contractor.
3. In the event that grant funds are withheld from the Contractor, the CWDB's Executive Director or designee shall notify the Contractor of the reasons for withholding and advise the Contractor of the time within which the Contractor may remedy the situation leading to the withholding.

C. Budget Contingency Clause

It is mutually understood between the parties that this 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 Agreement were executed after that determination was made.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

The CWDB has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

D. California Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

**ATTACHMENT B-1
BUDGET SUMMARY
(Standard Agreement)**

Line Item	Budget Line Item	Grant Funds	Leveraged Funds (Match)	Total Project Budget	Source of Leveraged Funds	Type of Leveraged Funds
A.	Staff Salaries	\$333,335.56	\$0.00	\$333,335.56		
B.	Number of full-time equivalents:	1.9				
C.	Staff Benefit Cost	\$166,667.77	\$0.00	\$166,667.77		
D.	Staff Benefit Rate (Percent):	50				
E.	Staff Travel	\$9,000.00	\$0.00	\$9,000.00		
F.	Operating Expenses	\$66,050.00	\$0.00	\$66,050.00		
G.	Furniture and Equipment					
1	Small Purchase (Unit cost of under \$5,000)	\$2,600.00	\$0.00	\$2,600.00		
2	Equipment Purchase (See Exhibit G)	\$0.00	\$0.00	\$0.00		
3	Leased Equipment (See Exhibit G)	\$0.00	\$0.00	\$0.00		
H.	Consumable Testing and Instructional Materials	\$0.00	\$0.00	\$0.00		
I.	Training Tuition Payments/Vouchers	\$200,000.00	\$0.00	\$200,000.00		
J.	On-The-Job Training	\$0.00	\$0.00	\$0.00		
K.	Participant Wages and Fringe Benefits	\$0.00	\$0.00	\$0.00		
L.	Participant Support Services	\$20,000.00	\$0.00	\$20,000.00		
M.	**Contractual Services (must complete Supplemental Budget)	\$1,367,842.58	\$0.00	\$1,367,842.58		
N.	**Subrecipient (must complete Supplemental Budget)	\$675,000.00	\$0.00	\$675,000.00		
O.	Indirect costs (complete items 1 and 2 below)	\$0.00	\$0.00	\$0.00		
P.	Other (describe)	\$35,000.00	\$0.00	\$35,000.00		
Q.	TOTAL FUNDING**	\$2,875,495.91	\$0.00	\$2,875,495.91		

Total Award	\$2,875,495.91
***Administrative Costs	\$575,053.33
Program Costs	\$2,300,442.58

** See Exhibit G for definitions for Subrecipient vs Contractors

*Indirect Cost Rate must be negotiated and approved by Cognizant Agency, per Appendices III or IV to Uniform Guidance 2CFRPart200.

1	Indirect cost Rate (Percent):	0
2	Name of cognizant Agency:	

***A maximum of 20% of the total project budget will be allowed for administrative costs.

ATTACHEMNT B-2
 BUDGET NARRATIVE
 (Standard Agreement)



Prison to Employment Initiative 2.0
 Budget Narrative

Organization	County of Riverside Workforce Development Division	
Project Name	Inland Empire Prison to Employment 2	

Staff Salaries & Benefits

Job Titles of Staff & Roles and Responsibilities	FTE	Monthly Salary	Months	Total Salary	Benefits	Benefit %	Total Staff Salaries + Benefits
Senior Development Specialist-the Senior Development Specialist will have direct oversight of all contracts under P2E, ensure contracted agencies are on-target, supervise support staff under P2E and conduct preliminary review of all expenditures; submit required reports under P2E 2.0 to funder	0.30	\$7,942.20	36	\$85,775.76	\$42,887.87	50	\$128,663.63
Development Specialist I - assist services providers with entering data into the data tracking systems; process invoices; coordinate partner meetings monthly; provide programmatic technical assistance to contract awardees	0.35	\$3,128.00	36	\$39,412.80	\$19,706.40	50	\$59,119.20
Development Specialist I - provide direct case management and career coaching services to all P2E enrollees through Riverside County Workforce Developments America's Job Center, conduct customer outreach, determine suitability for various P2E programs, enroll customers into training and provide on-going case management to ensure long-term employment	0.50	\$4,066.25	36	\$73,192.50	\$36,596.25	50	\$109,788.75
Business Service Specialist-conduct outreach to employers in the Inland Empire to build pipeline for P2E customers; conduct job fairs, educate employers of the On the Job Training Programs and Transitional Employment Programs	0.20	\$4,349.93	36	\$31,319.50	\$15,659.75	50	\$46,979.25

**ATTACHEMNT B-2
BUDGET NARRATIVE
(Standard Agreement)**

Communications (phones, web services, etc.)	Cost for phone lines, internet charges, updating website with pertinent P2E information	\$10,000.00
Mailing and Delivery	Postage and delivery charges associated with the P2E grant for the mailing of contracts and service applications to clients as needed	\$2,000.00
Dues and Memberships		\$0.00
Outreach	Preparation of fliers, billboards, on-line material and videos for the promotion of the P2E program.	\$10,000.00
Furniture and Equipment		\$2,600.00
Small Amount of Equipment and Furniture Pooled Items less than \$5,000 per unit, include cost allocation - list name of item, cost, and quantity	Purchased items will be two notebooks with keyboards, at the cost of \$1,300 per notebook. The cost allocation will be 100% P2E as notebooks will be strictly for P2E activities	\$2,600.00
Equipment and Furniture Greater than \$5,000: List name of item, cost, and quantity to be purchased - prior approval required and added to Exhibit G: Supplemental Budget		\$0.00
Leased Equipment Provide a description of what is being leased, length of time and costs See Exhibit G for leasing information		\$0.00
Consumable Testing and Instructional Materials <i>Explain purpose and planned use along with breakdown of individual costs totaling to total line item allocation</i>		\$0.00
		\$0.00
Training Tuition, Payments, Vouchers <i>Detail costs for programs and sector-specific training and certificate programs (include name of organization), as well as training costs for outside training providers (organization/location) For all training (and OJT's below), read Training Services:</i>		\$200,000.00
	Training funds will be utilized to pay the cost of tuition for P2E participants to obtain a certificate in an industry recognized sector including, transportation and logistics, healthcare, manufacturing and construction. All P2E customers will be case managed and training courses and providers will be selected based on customer suitability and location of customer. However, all training providers will be approved on the Eligible Training Provider List for WIOA Title I Funds. Examples of training opportunities include:	\$200,000.00
	Class A/B Truck Driving (transportation and logistics) -Cost \$6,000, per participant (options located throughout County of Riverside)	

**ATTACHEMNT B-2
 BUDGET NARRATIVE
 (Standard Agreement)**

<p>On-The-Job Training <i>List employers and industries partnering in the OJTs. Employer reimbursements for training by an employer that is provided to a paid participant while engaged in productive work in a job that:</i> <i>a) provides knowledge or skills essential to the full and adequate performance of the job;</i> <i>b) is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the participant, except as provided in section 134(c)(3)(H) of the WIOA Final Rule, for the extraordinary costs of providing the training and additional supervision related to the training;</i> <i>and</i> <i>c) is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.</i></p>	<p>\$0.00</p>
<p>\$0.00</p>	<p>\$0.00</p>
<p>Participant Wages and Fringe Benefits <i>State planned number of participants to receive wages and benefits and give detail of Work Experience or Transitional Jobs along with breakdown of individual costs totaling to total line item allocation.</i></p>	<p>\$0.00</p>
<p>\$0.00</p>	<p>\$0.00</p>
<p>Supportive Services <i>Gas cards, bus passes, housing, or any additional immediate assistance not available through any other source. Describe the specific services you will provide along with the breakdown of individual costs totaling to total line item allocation.</i></p>	<p>\$20,000.00</p>
<p>Supportive Services will be used to provide housing (short term rental assistance), transportation, work attire and necessary tools as follows: Housing-\$10,000 Transportation-\$7,500 Work Attire-\$1,250 Work equipment and tools \$1,250</p>	<p>\$20,000.00</p>
<p>Contractual Services <i>Describe services provided by each contractor, cost of individual contract, and name of organization/individual service provider. If the contract needs to be procured, list type of procurement and the estimated date the contract will be awarded. Upon award, updated information must be submitted to CWDB/EDD in a revised Exhibit G, Supplemental Budget. date the contract will be awarded. Upon award, updated information must be submitted to CWDB/EDD in a revised Exhibit G, Supplemental Budget .</i></p>	<p>\$1,367,842.58</p>

**ATTACHEMNT B-2
 BUDGET NARRATIVE
 (Standard Agreement)**

<p>A Request for Proposals will be issued to procure service providers spread throughout the Inland Empire Region. Multiple contracts will be awarded and the collective amounts in each category will be broken down as follows:</p>	<p>\$1,367,842.58</p>
<p>\$710,000-(Training) to include tuition payments for career technical training, On the Job Training and Transitional Employment \$284,000 -(Supportive Services) to include housing, transportation and necessary work attire and tools \$373,842.58- (direct case management services) to provide customer outreach, intensive career coach case management and on-going support for employment retention</p>	<p>\$675,000.00</p>
<p>Subrecipient <i>Describe program services provided by each subrecipient, amount of agreement, and name of program service provider. If procurement needs to occur, list type of procurement and the estimated date the agreement will be awarded. Upon award, updated information must be submitted to CWDB/EDD in a revised Exhibit G, Supplemental Budget.</i></p>	
<p>San Bernardino County Workforce Development Department (SBCWDD) will be a sub-recipient. Since SBCWDD is a regional partner procurement is not required. An agreement will be entered into in the amount of \$675,000 on or around June 2023. SBCWDD will carry-out training activities including paying the cost of tuition for enrollments into in-demand sector training as well as On the Job Training. SBCWDD will also carry-out extensive career coaching/case management activities.</p>	<p>\$675,000.00</p>
<p>Indirect costs (complete items 1 and 2 below) <i>Must have approval of Cognizant Agency.</i></p>	<p>\$0.00</p>
<p>Other (describe) <i>Explain these costs, which do not fit into the specific line item categories above.</i></p>	<p>\$0.00</p>
<p>\$35,000 will be utilized to pay Riverside County County Counsel fees that are strictly associated with the P2E 2.0 application which will entail, review of a Requests for Proposals and preparation and review of P2E subcontracts</p>	<p>\$35,000.00</p>
<p>Grant Award Total</p>	<p>\$2,875,495.91</p>

**ATTACHMENT B-3
SUPPLEMENTAL BUDGET
(Standard Agreement)**



Prison to Employment Initiative 2.0
Supplemental Budget

Organization	County of Riverside Workforce Development Division
Project Name	Inland Empire Prison to Employment 2

I. Equipment
List equipment items with a useful life of more than one year and/or with a unit acquisition cost of \$5,000 or more charged to the project. The approval of the budget plan contained in the subgrant does not constitute approval of the purchase of equipment or request. A separate request to purchase equipment must be submitted to the state for prior approval. If leasing equipment is being considered, it must be included in the procurement analysis.

Item Description	Cost Per Item	Quantity	Total Cost	% Charged to Project	Total Cost Charged to Project
HP EliteBook 650 G9 15.6" Notebook - Full HD - 1920 x 1080 - Intel Core i7 12th Gen i7-1265U Deca -core (10 Core) - 16 GB Total RAM - 512 GB SSD - Windows 10 Pro - Intel Iris Xe Graphics - In-plane Switching (IPS) Technology - English Keyboard - IEEE 802.1	\$1,300.00	2	\$2,600.00	100	\$2,600.00
TOTAL	\$1,300.00		\$2,600.00		\$2,600.00

Subrecipients and Contractors
II. Contractual Services - Providing Goods or Services that are required to conduct a state program. **If procurement needs to occur and TBD, provide selection timeframe.
All contractual services must be competitively procured in accordance with state procurement regulations and policies.

Description - Type of Service	Cost	Service Provider	Type of Procurement
Services will be contracted out to provide direct services to P2E customers as follows: \$710,000-(Training) to include tuition payments for career technical training, On the Job Training and Transitional Employment \$284,000 -(Supportive Services) to include housing, transportation and necessary work attire and tools \$373,842.58- (direct case management services) to provide customer outreach, intensive career coach case management and on-going support for employment retention	\$1,367,842.58	TBD-to be selected in June 2023	Request for Proposal
TOTAL	\$1,367,842.58		

III. Subrecipient - Carries out a portion of the state program and is required to meet all programmatic compliance requirements.
Upon review, the State may determine that a subcontractor is a contractor. If this occurs, procurement would be required.

Program Service Activities	Cost	Agency Name
Subrecipient activities will include direct case	\$675,000.00	San Bernardino County Workforce Development Department
TOTAL	\$675,000.00	

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)**

1. Subcontractors or Grantees

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the CWDB and any subcontractors or grantees, and no subcontract or grant shall relieve the Contractor of their responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the CWDB for the acts and omissions of its subcontractors or grantees and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors or grantees is an independent obligation from the CWDB's obligation to make payments to the Contractor. As a result, the CWDB shall have no obligation to pay or to enforce the payment of any monies to any subcontractor or grantee.

2. Consultant–Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have contractual relationships with any governmental entity.

3. Public Contract Code (Consultant Services)

The Contractor is advised that it has certain duties, obligations, and rights under Public Contract Code sections 10335 - 10381 and 10410 - 10412, with which the Contractor should be familiar. These Public Contract Code sections can be viewed at:

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=4.

https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=PCC&division=2.&title=&part=2.&chapter=2.&article=8.

4. Contractor Evaluation

Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of the Contractor's performance under this Agreement. If the Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services within five working days of the completion of the evaluation, and to the Contractor within 15 working days of the filing of the evaluation with DGS. (PCC § 10369)

5. Termination Clause

This Agreement may be terminated by CWDB by giving written notice 30 days prior to the effective date of such termination.

6. Advance Work

Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)**

7. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods and other natural disasters such that performance is impossible.

8. Change in Contractor Staff

Should a Contractor's team member(s) become unavailable prior to a start date agreed upon with CWDB, the Contractor will propose an equally well-qualified replacement consultant after consultation with the CWDB. All replacements are subject to the CWDB's approval. Switching staff that were identified in the Contractor's proposal with alternates immediately, or soon thereafter, after execution of this Agreement, are grounds for termination of this Contract. The CWDB has the right to request removal and/or replacement of Contractor resources.

9. Avoidance of Conflicts of Interest by the Contractor

- A. The Contractor agrees that all reasonable efforts will be made to ensure that no conflict of interest exists between its officers, agents, employees, consultants, or members of its governing body.
- B. The Contractor shall prevent its officers, agents, employees, consultants, or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- C. In the event that the CWDB determines that a conflict of interest situation exists, any cost associated with the conflict may constitute grounds for termination of this Agreement. This provision shall not be construed to prohibit the employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant and such persons have successfully competed for employment with other applicants on a merit basis.
- D. Certain consultants designated by the EDD's Conflict of Interest Code are required to file a Statement of Economic Interests, Form 700. The Contractor agrees that if the Director of EDD determines that a Statement of Economic Interests, Form 700, is required, the consultant shall obtain the Form 700 and filing instructions from the EDD Personnel Office.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

10. Travel Clause

The travel and per diem shall be set in accordance with Department of Personnel Administration for comparable classes and that no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the CWDB.

11. Workforce Innovation and Opportunity Act

The Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR parts 37 and 38.

12. Disputes

If the Contractor disputes an action of the CWDB in the administration of this Agreement, the Contractor may appeal to the CWDB's Executive Director or designee. Such appeals shall be filed within 30 calendar days of the notification from the Contractor of such dispute. The appeal shall be in writing and 1) state the basis for the appeal, 2) state the action being requested of the Executive Director, and 3) include any documentation relating to the dispute.

The CWDB Executive Director will review the correspondence and related documentation and render a decision of the appeal within 30 calendar days, except in those cases where the Contractor withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Contractor and the Executive Director.

13. The Contractor shall cooperate with the CWDB with regard to the performance of this Agreement.
14. The Contractor shall cooperate with the CWDB to provide timely responses to any requests for data and/or reports the CWDB deems necessary for the evaluation of the grant program. Such data may include individual program participant data. The Contractor further understands and agrees that this data will be shared with the CWDB and any other stakeholders.
15. The Contractor is responsible for the project activities identified in the original Grant Proposal submitted to the CWDB, which is incorporated by reference and made a part of this Agreement as if attached hereto. Review and approval by the CWDB is solely for the purpose of proper administration of grant funds by the EDD and shall not be deemed to relieve or restrict the Contractor's responsibility.
16. The Contractor shall fulfill all assurances, declarations, representations, and statements made by the Contractor in the Grant Proposal, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
17. The Contractor agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

18. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities that shall be grounds for termination of this Agreement. The State shall provide the Contractor advance written notice of such termination, allowing the Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT E
SOLICITATION BACKGROUND
(Standard Agreement)

A link to the solicitation document or relevant statutory language is provided for reference purposes below. Attachments B-1, Budget Summary, and B-2, Budget Narrative are to serve as the control documents for the purpose of this agreement's review by EDD.

Document Title: Prison to Employment (P2E) 2.0 Regional Partnership and Technical Assistance Grants Request for Applications

Document Link: https://cwdb.ca.gov/wp-content/uploads/sites/43/2022/06/P2E-2.0-Solicitation-FINAL_ACCESSIBLE.pdf

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



ITEM: 3.51
(ID # 22099)

MEETING DATE:
Tuesday, June 27, 2023

FROM : HOUSING AND WORKFORCE SOLUTIONS:

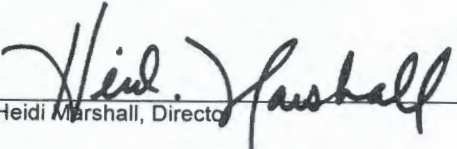
SUBJECT: HOUSING AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HWS/WDD): Ratify and Accept the Prison to Employment (P2E) 2.0 Regional Partnership and Technical Assistance Grant Award from the California Workforce Development Board (CWDB); Ratify and Approve Standard Agreement No. M90173-7120 with the CWDB through December 31, 2025, All Districts. [\$2,875,496 - 100% State Funds]; CEQA exempt.

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 on Page 2

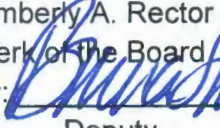
ACTION:Policy


Heidi Marshall, Director 5/31/2023

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, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 27, 2023
xc: HWS

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 Accept the award of the Prison to Employment (P2E) 2.0 Regional Partnership and Technical Assistance Grant funding in the amount of \$2,875,495.91 awarded by the California Workforce Development Board (CWDB) for the grant term from January 1, 2023, through December 31, 2025, to the County on behalf of the Inland Empire Regional Planning Unit (IERPU), comprised of the Riverside County and San Bernardino County Workforce Development Boards;
3. Ratify and Approve the Standard Agreement No. M90173-7120 with the CWDB for the purpose of providing workforce training services in accordance with the P2E 2.0 Regional Partnership and Technical Assistance initiative for a total amount not to exceed \$2,875,495.91, effective April 1, 2023 or upon final approval by the CWDB through December 31, 2025, and Authorize the Director of Housing and Workforce Solutions Department (HWS), or designee, to execute the Agreement with CWDB on behalf of the County and the IERPU; and
4. Authorize the Director of HWS, or designee, to administer all actions necessary and sign all documents related to the administration of the P2E 2.0 Regional Partnership and Technical Assistance Grant.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$479,249	\$2,396,247	\$2,875,496	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State Funds			Budget Adjustment: No	
			For Fiscal Year: 2022/2023- 2025/2026	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On June 27, 2018, the Governor of California, Gavin Newsom, approved California SB 866 which led to an allocation of state general funds to the Prison to Employment (P2E) Initiative (Initiative). The California Workforce Development Board (CWDB) subsequently announced a series of related grants to be carried out over three State budget years. Initiative funding will be distributed to Regional Planning Units via three different grant types: (1) Planning Grants, (2) Implementation and Direct Services Grants; and (3) Supportive Services and Earn and Learn Grants. The Inland Empire Regional Planning Unit (IERPU) was awarded \$3,210,891 in 2019, during the initial round of P2E funding, having served 917 participants at grant end in March 2022.

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

With the success of the initial P2E program, the IERPU applied for P2E 2.0, and on December 16, 2022, CWDB conditionally awarded a total of \$ 2,875,495.91 to the County of Riverside Workforce Development Department (RCWDD) on behalf of the IERPU for the P2E 2.0 Regional Partnership and Technical Assistance Grant, subject to the approval and execution of a contract. Of this amount, approximately \$1.3 million will be contracted out to service providers throughout the Inland Empire that specialize in working with individuals that are justice involved. Service providers will use the funds for activities that include: career technical training, on-the-job training, transitional employment, supportive services, and direct case management services. In addition, \$695,000 will be used by San Bernardino County Workforce Development Department (SBCWDD) as a sub-recipient for training services, tuition, on-the-job training, supportive services, career coaching and case management. The remaining \$832,653.33 will be utilized by Riverside County Workforce Development for administration of the grant, career coaching and case management, supportive services for participants' needs, as well as tuition vouchers for specific vocation training in recognized sectors such as: transportation and logistics, healthcare, manufacturing and construction.

The primary objectives of this program consist of the following: to provide training and education to justice involved individuals; to place them into competitive employment; and to assist them with retaining their employment. Additional deliverables that support the primary objectives include an enhanced referral coordination process, new strategies for increasing retention, and building stronger partnerships with state-approved apprenticeships in the region. The goals are to meet the primary objectives and include enrolling 720 participants into intensive career services over the course of the grant period. Of this total, 250 will be enrolled in training and 40 will be enrolled in state approved apprenticeship programs.

Staff recommends that the Board of Supervisors accept the grant award on behalf of IERPU with a term from January 1, 2023 through December 31, 2025 and authorize the Director of HWS, or designee, to execute Agreement with CWDB on behalf of the RCWDD and to take all steps necessary to implement the P2E 2.0 Regional Partnership and Technical Assistance Grant including, but not limited to, signing subsequent essential agreements and relevant documents and executing any amendments, subject to approval as to form by County Counsel, and apply for and accept any additional funds granted by the CWDB under the P2E Initiative.

Pursuant to the California Environmental Quality Act (CEQA), the award was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines Section 15061(b) (3), General Rule or "Common Sense" exemption. There is no possibility that the proposed program may have a significant effect on the environment, as grant activities will have purely financial and social-welfare benefits and will not lead to any direct or reasonably indirect physical environmental impacts. A Notice of Exemption will be filed by staff with the County Clerk within 5 days of the approval of the award.

Impact on Residents and Businesses

Implementing activities under the Planning Grant will strengthen linkages between the workforce and corrections systems. In turn, processes by which formerly incarcerated and justice-involved

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

individuals re-enter society and the labor force will be improved, advancing the overall goal of reducing recidivism.

Additional Fiscal Information

In fiscal years 2022/23 through 2025/26, there will be \$2,875,495.91 in costs, all of which will be paid for with P2E 2.0 Regional Partnership and Technical Assistance Grant funds derived from State General Funds. No county general funds are needed.

ATTACHMENTS:

- P2E 2.0 Service Agreement with CWDB
- Inland Empire P2E 2.0 Budget


Erianna Lontajo, Principal Management Analyst 6/21/2023


Kristine Bell-Valdez, Supervising Deputy County Counsel 6/13/2023

Entity Name	Service Area	BAFO Price per Participant	BAFO Participants to be Served	Price per Participant	Estimated Participants	Riverside Participants	SB Participants	Preliminary Amount	Estimated Award + Bonus
Center for Employment Opportunity	Both Counties	\$3,910.00	350	\$2,735.68	125	75	50	\$341,960.00	\$341,960.52
Starting Over, Inc.	Both Counties	\$2,460.00	500	\$2,735.68	150	125	25	\$410,352.00	\$410,352.52
Goodwill	Both Counties	\$3,400.00	119	\$2,735.68	50	25	25	\$136,784.00	\$136,784.52
San Bernardino Community College District	Both Counties	\$1,655.00	204	\$2,735.68	125	25	100	\$341,960.00	\$341,960.51
Operation New Hope	SB County ONLY	\$1,600.00	50	\$2,735.68	50	0	50	\$136,784.00	\$136,784.51
					500	250	250	\$1,367,840.00	\$1,367,842.58

P2E METRIC	GOALS
Total Enrolled & Exited	500
Total Enrolled in Training	90
Total Completed Training	45
Total Attained Industry Credential	20
Total in State Approved Apprenticeships	20
Total Employed	220
Transitional / Subsidized Employment	100
Unsubsidized Employment	220