

# WORKFORCE DEVELOPMENT BOARD GENERAL MEETING

Workforce Development Board Conference Room  
Workforce Development Department Administration Office  
290 North "D" Street, 6<sup>th</sup> Floor, San Bernardino, California

WEDNESDAY, OCTOBER 16, 2019, 12:00 PM – 2:00 PM

This agenda contains a brief description of each item of business to be considered at today's meeting. In accordance with the Brown Act, this meeting agenda is posted at least 72 hours prior to the regularly scheduled meeting on the Workforce Development Board website and on the official Workforce Development Board Bulletin Board outside of the Workforce Development Department Administration Office at 290 North D Street, 6<sup>th</sup> Floor, San Bernardino, CA 92415. The agenda, its supporting documents and all writings received by the Board related to these items are public records and available for review during regular business hours at the WDD Administration Office at 290 North D Street, 6<sup>th</sup> Floor, San Bernardino, CA 92415. The agenda and its supporting documents can be viewed online at [www.SBCounty.gov/workforce](http://www.SBCounty.gov/workforce). However, the online agenda may not include all available supporting documents nor the most current version of documents. Items listed on the Consent Calendar are expected to be routine and non-controversial and, unless the Board directs that an item be held for further discussion, the entire Consent Calendar will be acted upon as the first item of business on the Discussion Calendar.

Members of the public may address the Board on any item on the agenda and on any matter that is within the Board's jurisdiction. To address the Board regarding an item that is on the agenda, complete and submit the purple form entitled "Public Comment". These requests must be submitted to the Executive Secretary to the Board prior to the time the item is called for consideration or prior to the public comments section on the agenda. The Chair will call speakers forward to present their comments at the appropriate time.

## Conflict of Interest Advisement

WDB members please be advised: If an item on the Agenda relates to the provision of services by you, your immediate family, the entity you represent, or any person who has made \$250 in campaign contributions to you during the last twelve months, or if approval or disapproval of an Agenda item would have a foreseeable material effect on an economic interest of you, your immediate family, or the entity you represent, **then please follow these procedures:**

*"When the Agenda item is first introduced, please immediately announce that you are recusing yourself from participating in the agenda item, and then refrain from discussing, voting on, or otherwise influencing the Board's consideration of the Agenda item."*

## AGENDA

12:00 PM CONVENE MEETING OF THE WORKFORCE DEVELOPMENT BOARD

### OPENING

- 1) Chair Call Meeting to Order
- 2) Pledge of Allegiance
- 3) Adoption of the Agenda
- 4) Introductions

### PRESENTATIONS

- 5) Curt Hagman, Chairman, San Bernardino County Board of Supervisors
- 6) General Atomics Apprenticeship Partnership

### REVIEW AND APPROVAL OF MEETING MINUTES

- 7) Approval of Minutes from the May 29-31, 2019 Workforce Development Board General Meeting

### PUBLIC COMMENT

- 8) Comments from the General Public in Attendance

### DISCUSSION

- 9) Ratification of Contract Award for Business Process Improvement Consulting Services
- 10) Ratification of Contract Award for Business Workshops
- 11) Ratification Contract Award for Human Resource Hotline Services
- 12) Approval of Workforce Development Board Policies
- 13) Approval of Amendment to the Memorandum of Understanding for the Inland Empire Regional Planning Unit
- 14) Approval of Contracts for the Inland Empire Regional Planning Unit Prison to Employment Initiative

### REPORTS AND INFORMATION

- 15) One-Stop Operator Report
- 16) Media/PR Report
- 17) Economic Development Agency
- 18) County Report

### ADJOURNMENT

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In conformity with Government Code section 54957.5, any writing that is a public record, that relates to an item listed on the Agenda, and that will be distributed to all or a majority of the Board less than 72-hours prior to this meeting (or is distributed at this meeting), will be available for public inspection at the time the writing is distributed. This inspection may be made at the office of the Workforce Development Department, 290 North D Street, 6<sup>th</sup> Floor, San Bernardino, California 92415, or during this meeting.

The Workforce Development Board meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Board Secretary at least three (3) business days prior to the Board meeting. The Board Secretary's telephone number is (909) 387-9862 and the office is located at 290 North D Street, 6<sup>th</sup> Floor, San Bernardino, California 92415. California Relay Service 711

This WIOA Title –I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aides and services are available upon request to individuals with disabilities.

**San Bernardino County  
Workforce Development Board  
Agenda Item**

**MEETING DATE:** October 16, 2019

**ITEM:** (7)

**SUBJECT:** Minutes from May 29-31, 2019 Workforce Development Board  
General Meeting

**PRESENTED BY:** Molly Wiltshire, Assistant Director  
Workforce Development Department (WDD)

**CONSENT**  **DISCUSSION**  **INFORMATION**

**RECOMMENDATION:** Approve Minutes from May 29-31, 2019 Workforce Development Board  
General Meeting

**BACKGROUND:** See attached minutes





## **OPENING – May 30, 2019**

- 1) **Chair Call Meeting to Order** at 9:03 am
- 2) **Adoption of the Agenda** - Chair requested a motion to adopt the agenda. Anita Tuckerman motioned; Will Sterling seconded the motion. None opposed. Motion carried.
- 3) **Introductions** – Introductions were made around the room.

## **REVIEW AND APPROVAL OF MEETING MINUTES**

- 4) **Approve Minutes from April 17, 2019 Workforce Development Board General Meeting**  
The Chair requested a motion to approve the minutes from the April 17, 2019 General Board meeting. Anita Tuckerman motioned; B.J. Patterson seconded the motion. None opposed. Motion carried.

## **PUBLIC COMMENT**

- 5) **Comments from the General Public in Attendance**  
There were no public comment cards presented.

## **DISCUSSION**

- 6) **Approval of Amendment to Memorandum of Understanding with Mandated Partners of the Workforce Innovation and Opportunity Act.**  
Molly Wiltshire provided an overview of the item, which extends the timeline for Phase I to align with Phase II, which ends in December of 2020. The Chair asked for a motion to approve. Tony Myrell made a motion; Jon Novack seconded the motion. None opposed. Motion carried.
- 7) **Approval of LaunchPath Subscription Renewal**  
Molly Wiltshire provided an overview of the item, which asks for approval to renew subscription at \$30k per year. The Chair asked for a motion to approve. Mike Gallo made a motion; B.J. Patterson seconded the motion. None opposed. Motion carried.
- 8) **Approval of Agreement for Asset Map Operations and Maintenance with ICF Incorporated**  
Molly Wiltshire provided an overview of the item, which went before the EDBR Committee via a presentation and the item was approved. Henry Nickel provided additional information about the information that can be obtained from the system. The Chair asked for a motion to approve. Will Sterling made a motion; Dale Marsden seconded the motion. None opposed. Motion carried.
- 9) **Approval of Amendment for Professional Communication and Media Coordination Services by the 20/20 Network, LLC**  
Molly Wiltshire provided an overview of the item, which amends the contract with 20/20 Network, LLC to add another year and increases the contract amount from \$360k to \$480k. A discussion ensued about the need to increase our communication strategy to help reach our goals. The Chair asked for a motion to approve. Will Sterling made a motion; Anita Tuckerman seconded the motion. None opposed. Motion carried.

## **INFORMATION**

### **10) One-Stop-Operator/America's Job Centers of California**

Angela Gardner provided her updates via a PowerPoint presentation, which included the role of the One Stop Operator (OSO), a list of our 29 partners, the mission and vision of the America's Job Centers of California (AJCC), the OSO Work Plan Status report, as well as showing a video. Molly Wiltshire provided an overview of the AJCC's. A discussion ensued about the possibility of creating an integrated service model, whereby an individual is monitored across all of their needs to maintain continuity with their services.

### **11) Labor Market Intelligence Data**

Henry Nickel presented information on the Labor Market Intelligence Data. He noted that we are collecting data of strategic and operational value. Mr. Nickel handed out a "real time intelligence report" for review. A discussion ensued about obtaining trend information, which would assist with future predictive information. He stated that we need another 12 months of information to refine this data.

## **WELCOMING REMARKS & PURPOSE OF RETREAT**

### **12) Overview of Retreat**

Phil Cothran introduced John Baker, who facilitated the remainder of the retreat. Mr. Baker discussed the need to take on a role that goes beyond the AJCC's and connect with others via networks. Also discussed was the need to recognize our current blind spots and close those gaps.

### **13) GenerationGo**

Molly Wiltshire reviewed a Powerpoint presentation, which included details of the GenerationGo! program, how we can measure our progress, how the internships work and what our role should be going forward. A discussion ensued about how we can best scale our efforts going forward, between the efforts of WDD, the school system and the County. Further discussions included defining the top 10 ideas to improve the success of the program; defining how we might know if we are not being successful with the program; and identifying "who" we would be accountable to in the end. B.J. Patterson requested that the Youth Committee members take these items discussed and organize them into action items.

The meeting was closed at 5:05 p.m.

## **OPENING – May 31, 2019**

The Chair resumed the meeting at 8:32 a.m.

### **14) Business Engagement**

Molly Wiltshire provided an overview of the original initiative to deepen and build business relationships. So far, there have been 50 business visits by 10 of the board members. Based on feedback from the board members, a discussion ensued about the effectiveness of these visits and whether they need to continue or if we need to take a different approach. John Baker broke out the members into groups to come up with ideas on how we can strengthen or deepen our relationships with businesses in the County.

The next topic discussed was the High Desert Training Center and the need to identify our role going forward. Anita Tuckerman provided a status update of the lease and the plans for the building site. Additional discussions included the need to create an Advisory Council and the need to identify industries that may need to be included in future training modules.

The last topic discussed were the Committees structures and changes made to the length of each meeting, to allow sufficient time to have thoughtful discussions.

**ADJOURNMENT**

The Chair requested a motion to adjourn. Cheri Greenlee motioned; Jonathan Weldy seconded the motion. None opposed. Motion Carried.

Time: 11:47 a.m.

The next Workforce Development Board General Meeting is scheduled for Wednesday, August 21, 2019 at 12:00 pm at WDD Administration, 290 North D Street, 6<sup>th</sup> Floor, San Bernardino, CA 92415.

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Devra Bell, WDB Secretary

San Bernardino County  
Workforce Development Board  
Agenda Item

**MEETING DATE:** October 16, 2019

**ITEM:** (9)

**SUBJECT:** **RATIFICATION OF CONTRACT AWARD FOR BUSINESS PROCESS IMPROVEMENT CONSULTING SERVICES**

**PRESENTED BY:** Molly Wiltshire, Assistant Director  
Workforce Development Department

**CONSENT** \_\_\_\_\_ **DISCUSSION**  X  **INFORMATION** \_\_\_\_\_

**RECOMMENDATION:** Ratify the Executive Committee's approval of contract award to a bench of multiple vendors for Business Process Improvement Consulting Services and approve the total contract funding for each of four vendors not to exceed \$199,999 per year and a total aggregate amount not to exceed \$599,997 for the entire contract term of July 1, 2019 through June 30, 2022.

**BACKGROUND:** On January 3, 2019, staff issued a request for qualifications (RFQ) on behalf of the Workforce Development Board (WDB) to solicit potential vendors to provide Business Process Improvement Consulting Services. These services help prevent layoffs, maintain and create jobs, and strengthen a skilled workforce, providing opportunities for growth and improved economic conditions throughout the County. The services provided are specifically tailored to each individual business and the consultants provide companies at risk of closure or reductions in employment with layoff aversion strategies.

On January 24, 2019, six (6) statements of qualification (SOQs) were received from the following vendors:

- PRA Global Business Development
- California Manufacturing Technology Consulting (CMTC)
- Instructional Access, Inc.
- Voice of the Inland Empire, Inc.
- Welborn Social Media
- Total Employee Sourcing

Total Employee Sourcing was determined non-responsive to the RFQ's minimum criteria. The remaining, responsive SOQs were evaluated by a panel of qualified neutral parties representing the WDB, the County, and Riverside County's Workforce Development Department. The SOQs were scored in accordance with the evaluation process outlined in the RFQ. The panel recommended the following responsive SOQs and their respective average scores:

Vendor	Average Score
PRA Global Business Development	90
California Manufacturing Technology Consulting (CMTC)	89
Instructional Access, Inc.	87
Voice of the Inland Empire, Inc.	80
Welborn Social Media	79

On February 21, 2019, an Ad-Hoc Committee of the WDB reviewed the scores of the responsive SOQs, the capacity to perform the services by the vendors, their experience, and their cost reasonableness. The Committee recommended that all five responsive vendors be awarded a contract funded in an amount not to exceed \$199,999 per year each to provide a bench of Business Process Improvement Consulting Services, for the period of July 1, 2019 through June 30, 2022.



The bench system provides maximum staff discretion to assign work among vendors on an as-needed basis, subject to annual budgets and the vendor's annual not to exceed contract amount. Staff negotiated agreements with all five vendors as authorized by the ad-hoc committee. Staff anticipates a total budget of approximately \$230,000 for Business Process Improvement Consulting Services during the first year of these contracts, to be allocated among the five vendors as appropriate.

The Executive Committee retroactively approved this item on July 10, 2019, with a contract start date of July 1, 2019 to eliminate any lapse of service. Approval of this item ratifies the decision of the Executive Committee.

**San Bernardino County  
Workforce Development Board  
Agenda Item**

**MEETING DATE:** October 16, 2019

**ITEM:** (10)

**SUBJECT:** **RATIFICATION OF CONTRACT AWARD FOR BUSINESS WORKSHOPS**

**PRESENTED BY:** Molly Wiltshire, Assistant Director  
Workforce Development Department

**CONSENT** \_\_\_\_\_ **DISCUSSION**  X  **INFORMATION** \_\_\_\_\_

**RECOMMENDATION:** Ratify the Executive Committee's approval of contract award to a bench of multiple vendors for Business Workshops for Title I Rapid Response Services under the Workforce Innovation and Opportunity Act (WIOA) and approve the total contract funding for each of four vendors not to exceed \$50,000 per year and a total aggregate amount not to exceed \$150,000 for the entire contract term of July 1, 2019 through June 30, 2022.

**BACKGROUND:** On January 3, 2019, staff issued a request for qualifications (RFQ) on behalf of the Workforce Development Board (WDB) to solicit potential vendors to provide Business Workshops designed to assist local employers to stay in business and increase employment in the County's workforce.

On January 24, 2019, six (6) statements of qualification (SOQs) were received from the following vendors:

- Brandman University
- California Employers Association (CEA)
- Welborn Social Media
- Voice of the Inland Empire, Inc.
- New Horizons Learning Group
- Signature Living

New Horizons Learning Group and Signature Living were determined non-responsive to the RFQ's minimum criteria. The remaining SOQs were evaluated by a panel of qualified neutral parties representing the WDB, the County, and Riverside County's Workforce Development Department. The SOQs were scored in accordance with the evaluation process outlined in the RFQ. The panel recommended the following responsive SOQs and their respective average scores:

Vendor	Average Score
Brandman University	94
California Employers Association (CEA)	86
Welborn Social Media	82.4
Voice of the Inland Empire, Inc.	81

On February 21, 2019, an Ad-Hoc Committee of the WDB reviewed the scores of the responsive SOQs, the capacity to perform the services by the vendors, their experience, and their cost reasonableness. The Ad-Hoc recommended that all four responsive vendors be awarded a contract funded in an amount not to exceed \$50,000 per year, each, to provide a bench of Business Workshops subject to annual budgets, for the period of July 1, 2019 through June 30, 2022.

The bench system provides maximum staff discretion to assign work among vendors on an as-needed basis, subject to annual budgets and the vendor's annual not to exceed contract amount. Staff negotiated

agreements with all four vendors as authorized by the Ad-Hoc Committee. Staff anticipates a total budget of approximately \$44,000 for Business Workshops during the first year of these contracts, to be allocated among the four vendors as appropriate.

The Executive Committee retroactively approved this item on July 10, 2019, with a contract start date of July 1, 2019 to eliminate any lapse of service. Approval of this item ratifies the decision of the Executive Committee.

**San Bernardino County  
Workforce Development Board  
Agenda Item**

**MEETING DATE:** October 16, 2019

**ITEM:** (11)

**SUBJECT:** **RATIFICATION OF CONTRACT AWARD FOR HUMAN RESOURCE  
HOTLINE SERVICES**

**PRESENTED BY:** Molly Wiltshire, Assistant Director  
Workforce Development Department

**CONSENT** \_\_\_\_\_ **DISCUSSION**  X  **INFORMATION** \_\_\_\_\_

**RECOMMENDATION:** Ratify the Executive Committee's approval of contract award for Human Resource Hotline Services and approve total contract funding not to exceed \$40,000 per year and a total aggregate amount not to exceed \$120,000 for the entire contract term of July 1, 2019 through June 30, 2022.

**BACKGROUND:** On January 3, 2019, staff issued a request for qualifications (RFQ) on behalf of the Workforce Development Board (WDB) to solicit potential vendors to provide Human Resource Hotline Services. The service provides a toll free dedicated telephone number for local employers to call and receive live human resource information specifically related to employment and labor law questions.

On January 24, 2019, one statement of qualification (SOQ) was received from California Employers Association (CEA). The SOQ was determined responsive to the RFQ's minimum criteria. The SOQ was evaluated by a panel of qualified neutral parties representing the WDB, the County and Riverside County's Workforce Development Department. The SOQ was scored in accordance with the evaluation process outlined in the RFQ.

On February 21, 2019, an Ad Hoc Committee of the WDB reviewed the SOQ's score, CEA's capacity to perform the services, their experience, and the cost reasonableness of the proposal. They recommended that CEA be awarded a contract funded in the amount not to exceed \$120,000 to provide Human Resource Hotline Services, for the period of July 1, 2019 through June 30, 2022.

Staff negotiated agreement with CEA in an amount not to exceed \$120,000 for a term of three years (\$40,000 per year) subject to annual budgets beginning July 1, 2019.

The Executive Committee retroactively approved this item on July 10, 2019, with a contract start date of July 1, 2019 to eliminate any lapse of service. Approval of this item ratifies the decision of the Executive Committee.

**San Bernardino County  
Workforce Development Board  
Agenda Item**

**MEETING DATE:** October 16, 2019  
**ITEM:** (12)  
**SUBJECT:** Workforce Development Board Policies  
**PRESENTED BY:** Molly Wiltshire, Assistant Director  
Workforce Development Department

**CONSENT** \_\_\_\_ **DISCUSSION**  X  **INFORMATION** \_\_\_\_

**RECOMMENDATION:** Approve the repeal of the Workforce Investment Board policies and replace with the Workforce Development Board (WDB) Policies one (1) through six (6) to ensure compliance with Workforce Innovation and Opportunity Act regulations.

**BACKGROUND:** Under the Workforce Innovation and Opportunity Act (WIOA), the WDB has general program oversight of local employment and training activities and the one-stop delivery system and ensures the appropriate use and management of WIOA funds in San Bernardino County.

On July 22, 2014, WIOA replaced the Workforce Investment Act (WIA) of 1998. In the transition between WIA and WIOA, the Workforce Investment Board (WIB) was replaced by the WDB. Policies formed under the WIB remained intact until such time as the Department of Labor and the State of California released all appropriate guidance as to the components of WIOA. The WDB Policy Manual has now been created based on updated language in WIOA and requirements for policy set by the WDB.

The WIOA WDB Policies are as follows:


- WDB 1 – *Conflict of Interest*: Ensures individuals or representatives of the WDB, staff, or contracted agents of the WDB do not personally or professionally benefit from the award or expenditure of such funds.
- WDB 2 – *Individual Training Account (ITA)*: Establishes criteria for the use of ITAs for employed and unemployed adults and dislocated workers.
- WDB 3 – *Unlikely to Return Criteria*: Determines when a dislocated worker is unlikely to return to his or her previous industry or occupation.
- WDB 4 – *Supportive Services*: Ensures resource and service coordination, and establishes procedures for referrals to supportive services, including how such services will be funded.
- WDB 5 – *Incumbent Worker Training*: Establishes whether an employer is eligible for incumbent worker training and which workers, or groups of workers, are eligible for incumbent worker services.
- WDB 6 – *Youth Requiring Additional Assistance to Complete an Educational Program or to Secure and Hold Employment*: Establishes local definitions and eligibility documentation requirements for what constitutes "requires additional assistance" as it relates to both In-school youth and low-income Out-of-school youth.

Any substantial changes to the above policies or new policies developed will be presented to the WDB for approval.

With approval, this item will be published to the WDB website.

**Attachment:**  
WDB Policies 1-6



	<b>POLICY MANUAL</b>	<b>No. WDB 1</b> <b>PAGE 1 OF 2</b> <b>EFFECTIVE DATE</b>
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<b>POLICY: CONFLICT OF INTEREST</b>	<b>APPROVED</b> <b>PHILLIP W. COTHRAN</b> Chair, Workforce Development Board
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**INTRODUCTION**

With regard to Workforce Innovation and Opportunity Act (WIOA) funded contracts, subcontracts, and purchase orders for (1) services to be provided by any contractor, sub-contractor, staff member of the Workforce Development Department (WDD), member of the Workforce Development Board (WDB) or entity they represent (collectively, "Interested Parties" and individually, as "Interested Party"), or (2) in which the Interested Party has, or has the potential to have, a financial interest; the objective of this Policy is to:

- Promote and maintain the faith and confidence of the public and assure the interests of the County will be protected in all contracts.
- Ensure the provision of comprehensive, quality employment related, and supportive services responsive to the needs of employers, job seekers, and the community.
- Ensure that individuals or representatives of organizations entrusted with public funds not personally or professionally benefit from the award or expenditure of such funds.

This policy is established to provide direction for the Interested Parties, as defined above, in order that business can be conducted within guidelines that will prevent actual, potential, or questionable conflicts of interest.

**BACKGROUND**

WIOA mandates that workforce development boards be comprised of leaders from the business community, workforce, and education, including representatives from community based organizations, providers of adult education and literacy, and institutions of higher education. Recognizing that key providers of workforce development and training services comprise the membership of the workforce board, which directs the distribution of funds for such services, WIOA permits the provision of WIOA funded services by members of a local board or a local board's standing committee and the entities they represent as long as processes are in place that prevent a conflict of interest.

WIOA prohibits a member of the local board or standing committee from voting on a matter under consideration by the local board regarding the provision of services by the member or by an entity that the member represents or that would provide direct financial benefit to the member or his/her immediate family.

The WDB is committed to providing effective workforce development, training, and improving the County's economy, while maintaining the highest moral and ethical standards. All partners at all levels of participation in WDB programs funded by WIOA are expected to read, understand, and apply this policy to ensure system integrity and effective oversight of WDB programs.

Staff members of WDD, contractors, and sub-contractors with decision-making authority must also comply with the policy set forth by the WDB.

**REFERENCES**

- Title 2 Code of Federal Regulations Part 200
- WIOA Sections 107(a) and 107(h) and 121(d)(4)
- California Government Code Section 1090 and 1091.2
- San Bernardino County Workforce Development Board Bylaws, Sections 4.04 and 5.04
- San Bernardino County Workforce Development Department Administrative Handbook

**POLICY**

As to Conflict of Interest, no Interested Party shall, in a decision-making capacity, engage in any activity if a conflict of interest is involved, even in perception of impropriety or conflict of interest. This includes decision-making that involves the selection, awarding or administering of grant or contract supported by WIOA funds. As such, no Interested Party shall participate in a decision, including but not limited to, casting a vote, on any matter which has direct bearing on services to be provided by the Interested Party or any organization with which he or she is associated, or would otherwise be the basis for a conflict of interest.

The following standards are established and must be used for the processing of all WIOA funded contracts, subcontracts, and purchase orders directly or indirectly involving an Interested Party :

1. Prior to the submission of an application, proposal, or bid for funding, but no later than contract award, a Conflict of Interest Full Disclosure Certification (attached to this Policy) must be completed by the Interested Party to fully disclose and appropriately characterize the Interested Party's relationship, include any family member, with the entity seeking funding.
2. One Stop Operators must disclose any potential conflicts of interest arising from relationships with training and other service providers.
3. The cost of services charged to the County must be equal to or less than the price charged by the entity to others for comparable services.
4. The Interested Party shall refrain from contacting or having discussions with WDB members or County staff for the purpose of lobbying for the approval of any contract, subcontract, or purchase order related to services to be provided by the Interested Party or entity the Interested Party represents, or that financially benefits the Interested Party, his/her family, or the entity the Interested Party represents.
5. The awarding of any contract, subcontract, or purchase order must be based on a competitive or standard application process, unless there is a determination at a meeting of the WDB that the Interested Party or entity is a sole source provider.
6. The Interested Party cannot solicit or accept gratuities, favors, or anything of monetary value from awardees or other parties to an agreement.

The following additional standards are established and must be complied with for all contracts, subcontracts, purchase orders, grants and subgrants, directly or indirectly financially benefitting WDB or committee members:

1. Contracts, subcontracts, purchase orders, grants or subgrants, related to services to be provided by the WDB or committee member, or entity the member represents, or that financially benefits the WDB or committee member, his/her family, or the entity the member represents can only be approved at a meeting of the full WDB, unless the Executive Board is so authorized per the WDB Bylaws.
2. The WDB or committee member will recuse himself/herself from making, participating in making, or in any way attempting to use his/her official position to influence a decision on a contract, subcontract, purchase order, grant or subgrant.
3. The WDB or committee member will recuse himself/herself from any meeting, including but not limited to a WDB or committee meeting, where there is discussion pertaining to the contract, subcontract, purchase order, grant and/or subgrant. A full recusal is necessary – the member must leave the room during discussion and vote, if any, and will not be counted towards a quorum of the WDB or committee. The conflict of interest disclosure made during WDB or committee meetings shall be documented in the meeting minutes.





**WORKFORCE DEVELOPMENT  
CONFLICT OF INTEREST  
FULL DISCLOSURE CERTIFICATION**

I hereby certify under penalty of perjury that the Conflict of Interest Statement completed below fully discloses and appropriately characterizes my relationship, including that of any family member, with the entity seeking to provide Workforce Innovation and Opportunity Act (WIOA) funded services pursuant to a contract, subcontract, or purchase order with the County of San Bernardino and, to the best of my knowledge, warrants that the cost of the services to be provided is equal to or less than the price charged by the entity to others for comparable services.

**Name of Entity Applying:** \_\_\_\_\_

**Name of service/program/grant applying for:** \_\_\_\_\_

**Name of Interested Party:**  
\_\_\_\_\_

**Interested Party's connection to the Workforce Development Board (WDB) or the Workforce Development Department (WDD):**

I am (*check all that apply*):

- A Board Member       A Committee Member  
 Staff       Currently under contract with the WDB/WDD for \_\_\_\_\_

**Conflict of Interest Statement:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Interested Party Signature

\_\_\_\_\_  
Interested Party Printed Name

\_\_\_\_\_  
Date



## POLICY MANUAL

No. WDB 2

PAGE 1 OF 1

EFFECTIVE DATE

**POLICY: INDIVIDUAL TRAINING ACCOUNT**

**APPROVED**

PHILLIP W. COTHRAN  
Chair, Workforce Development Board

### **INTRODUCTION**

Under the Workforce Innovation and Opportunity Act (WIOA), Individual Training Accounts (ITAs) are defined as payment agreements established on behalf of a participant between the Workforce Development Board (WDB) and a training provider. WIOA allows for local workforce development areas to establish criteria on the amount and duration of ITAs for employed and unemployed adults and dislocated workers.

### **BACKGROUND**

WIOA defines ITAs as payment agreements established for WIOA Title I adult and dislocated workers for select training services from State eligible training providers in consultation with a Workforce Development Specialist, which includes discussion of program quality and performance information on the available eligible training providers.

WIOA provides guidance on how local boards may impose limits on ITAs, such as limitations on dollar amounts and/or duration. An individual may select training that costs more than the maximum amount available for ITAs if other sources of funds are available to supplement the ITA (e.g., Pell grants, scholarships, etc.).

WIOA describes the process for determining eligible training providers and programs for WIOA Title I, and for publicly disseminating the list of these providers with relevant information about their programs. The workforce development system established under the WDB emphasizes informed consumer choice, job-driven training, provider performance, and continuous improvement. The quality and selection of providers and programs of training services are vital to achieving these core principles.

### **REFERENCES**

- Title 20 Code of Federal Regulations Part 680, 680.300 through 680.320 and 680.400
- WIOA Sections 122, 134(a)(3)(A&B), 134(b)(1&2), 134(c)(1)(B), and 134(d)(3)(G)
- San Bernardino County Workforce Development Department Program Guide

### **POLICY**

#### **Local Criteria for WIOA ITAs:**

1. The WDB will commission studies of economic indicators in the Metropolitan Service Area to determine industries in demand. The WDB will establish the listing of demand industries for the fiscal year from which WIOA customers will be encouraged to use in their selection of careers and/or vocational training programs.
2. Priority for vocational training must be in WDB-established demand industries in the local or regional area.
3. The WDB will establish a maximum dollar amount and duration applicable to all ITAs on an annual basis. Maximum dollar amount and duration shall remain in effect until adoption of new limit by the WDB.
4. Priority for training will be given to San Bernardino County residents.
5. With the exception of customized, on-the-job training, Incumbent Worker training, and special funded training, all training will be provided through a voucher payment system for the ITA, which is set up for each WIOA customer, and which will be signed and accepted by the WIOA customer and the selected training provider and executed by the WDD Director, Assistant Director, Deputy Director, or designee.





## POLICY MANUAL

No. WDB 3

PAGE 1 OF 1

EFFECTIVE DATE

**POLICY: UNLIKELY TO RETURN CRITERIA**

**APPROVED**

PHILLIP W. COTHRAN  
Chair, Workforce Development Board

### **INTRODUCTION**

The Workforce Innovation and Opportunity Act (WIOA) allows local workforce development boards to establish policies and procedures for determining when a dislocated worker, as defined under WIOA, is unlikely to return to his or her previous industry or occupation.

### **BACKGROUND**

WIOA defines eight (8) categories for dislocated worker criteria. Categories one (1) and two (2) require the individual to be considered unlikely to return to a previous industry or occupation.

- Category 1 – Individual was terminated or laid off, or has received notice of termination or layoff, and is eligible for or has exhausted entitlements to Unemployment Insurance (UI) benefits, and is unlikely to return to previous industry or occupation.
- Category 2 – Individual was terminated or laid off, or has received notice of termination or layoff, and has been employed for sufficient duration to demonstrate workforce attachment, but is not eligible for UI benefits due to insufficient earnings, or the employer is not covered under the state UI benefits law, and is unlikely to return to previous industry or occupation.

### **REFERENCES**

- Title 20 Code of Federal Regulations Part 680.100 and 680.130
- WIOA Section 3(15)
- San Bernardino County Workforce Development Department Program Guide

### **POLICY**

In determining when an individual is unlikely to return to a previous industry or occupation, the America's Job Center of California and Workforce Development Department staff will consider the following:

- Wages – Industry wage compared to the self-sufficient wage in San Bernardino County.
- Education, Training & Skills – Level of education or necessary skills for advancement or re-entry into his/her former or previous industry.
- Work History – Reduced capacity or ability to re-enter former industry.
- Impairment – Physical or other issues preventing re-entry to former industry or occupation.
- Career Path – How work history reflects income maintenance verses career opportunities.
- Declining Industry – Industry or occupation decline as documented by Labor Market Information.





## POLICY MANUAL

No. WDB 4

PAGE 1 OF 1

EFFECTIVE DATE

**POLICY: SUPPORTIVE SERVICES POLICY FOR  
ADULT AND DISLOCATED WORKERS**

**APPROVED**

**PHILLIP W. COTHRAN**  
Chair, Workforce Development Board

### **INTRODUCTION**

Under the Workforce Innovation and Opportunity Act (WIOA), local workforce development boards, in consultation with the America's Job Center of California (AJCC) system partners, and other community services providers, must develop a policy regarding supportive services for adult and dislocated workers. This policy will ensure resource and service coordination, and address procedures for referrals to such services, including how such services will be funded.

### **BACKGROUND**

The term "Supportive Services" means services such as transportation, childcare, dependent care, housing, and needs-related payments, that are necessary to enable an individual to participate in activities authorized under the WIOA.

Supportive Services may only be provided to individuals who are participating in WIOA career or training services. Additionally, Supportive Services may only be provided when a participant is unable to obtain Supportive Services through other programs providing such services.

### **REFERENCES**

- Title 20 Code of Federal Regulations Part 680.900, 680.910, and 680.920
- WIOA Sections 3(59) and 134(d)(2)
- San Bernardino County Workforce Development Department Program Guide

### **POLICY**

1. Supportive Services must enable adults and dislocated workers to participate in WIOA activities.
2. Participant need will be evaluated and consideration will be given to the availability of Supportive Services from all AJCC system partners.
3. Participants will be referred to system partners for Supportive Services using the San Bernardino County AJCC System Partner referral form when such services are available. The partner referral process is outlined in the WDD Program Guide.
4. When Supportive Services are to be issued by WDD, the amount of Supportive Services provided will be determined based on the participant's need and the availability of funding.



## POLICY MANUAL

No. WDB 5

PAGE 1 OF 2

EFFECTIVE DATE

**POLICY: INCUMBENT WORKER TRAINING**

**APPROVED**

PHILLIP W. COTHRAN  
Chair, Workforce Development Board

### INTRODUCTION

The Workforce Innovation & Opportunity Act (WIOA) requires local workforce areas to establish policies and definitions to determine which workers, or groups of workers, are eligible for incumbent worker services. California State guidance establishes that the local boards shall institute a policy framework that describes the criteria to be used in determining whether an employer is eligible for incumbent worker training. WIOA requires employers participating in the incumbent worker training program to pay for the non-Federal share of the cost of training and requires local boards to establish the criteria for the non-Federal share.

### BACKGROUND

Incumbent Worker Training (IWT) is part of a comprehensive business engagement strategy designed to meet the special requirements of an employer (including a group of employers) to upskill current employees. IWT is designed to help businesses to retain a skilled workforce or avert the need to lay off employees by assisting the workers in obtaining the skills necessary to retain employment. IWT must increase the competitiveness of the employee or the employer and commits the employer to retain the trained incumbent worker(s) for at least six (6) months following training completion and/or promote the incumbent worker(s) to higher paying positions.

### REFERENCES

- Title 20 Code of Federal Regulations Part 680.780 through 680.820
- WIOA Sections 133(b) and 134(d)(4)
- Fair Labor Standards Act, 29 U.S.C. § 203 *et seq.*
- San Bernardino County Workforce Development Department Program Guide

### POLICY

#### **Incumbent Worker Qualifications**

To qualify as an incumbent worker for San Bernardino County Workforce Development Board (WDB) programs, the participant needs to be employed and meet the Fair Labor Standards Act requirements for an employer-employee relationship. In addition, the majority of employees in a given cohort of employees being trained must have an established employment history with the employer for six (6) months or more. If only one incumbent worker is being trained, that employee must have been employed for at least six (6) months with the employer. Meet the Selective Service requirements.

An incumbent worker does not have to meet the eligibility requirements for career and training services for Adults and Dislocated Workers under WIOA unless also enrolled as a participant to receive other services under Adult or Dislocated Worker programs.

#### **Employer Qualifications**

In order for an employer to be eligible to receive WDB incumbent worker training funds, it must:

- Have and provide a valid California Employer Account Number,
- Be an equal opportunity employer compliant with all state and federal laws pertaining to fair labor and employment practices, and

In addition to the above, the following criteria will be considered:

- The characteristics of the individuals in the program (i.e. quality of work, desire to promote, likelihood of success, etc.),
- The relationship of the training to the competitiveness of the individual(s) and the employer,
- The number of employees that will train,



- Wages and benefits, including post training increases,
- Existence of other training opportunities provided by the employer, and
- Registered as a preferred employer in CalJOBS.

#### **Non-Federal/Employer Share**

Employers participating in the incumbent worker training programs are required to contribute to the cost of training through cash or in-kind (known as Non-Federal/Employer Share). The required amount of employer contributions is based on the total number of employees at all locations operated by the employer in California:

- 10% contribution with 50 employees or less,
- 25% contribution if between 51 and 100 employees, or
- 50% contribution if more than 100 employees.

The Non-Federal/Employer Share may include:

- Wages paid by the employer to the participating employee while the employee is attending the incumbent training program,
- Cost of books, tools, and/or supplies,
- Cost of registration, tuition, other school fees,
- Cost of the teacher/instructor,
- On-the-job portion of the training if required for certification/licensing (i.e. clinical hours, required job-shadow hours, etc.), and
- Other costs, fairly evaluated.

The WDB's share of the cost of training includes the delivery of IWT (e.g., teacher, books, materials), but excludes the cost of individual wages paid by the employer while the employee is attending/participating in the training. WDB may use up to 20% of the Adult and Dislocated Worker allocations for IWT activities.



## POLICY MANUAL

No. WDB 6

PAGE 1 OF 1

EFFECTIVE DATE

**POLICY: YOUTH REQUIRING ADDITIONAL ASSISTANCE TO COMPLETE AN EDUCATIONAL PROGRAM OR TO SECURE AND HOLD EMPLOYMENT**

**APPROVED**

PHILLIP W. COTHRAN  
Chair, Workforce Development Board

### **INTRODUCTION**

Under the Workforce Innovation and Opportunity Act (WIOA), no more than five percent (5%) of Youth required to be low-income in a given program year may be found eligible for WIOA services based solely on meeting the criterion, "requires additional assistance to complete an educational program, or to secure and hold employment." The Workforce Development Board (WDB) is responsible for establishing local definitions and eligibility documentation requirements for what constitutes "requires additional assistance" as it relates to both In-school youth (ISY) and low-income Out-of school youth (OSY). The local policy should be reasonable, quantifiable, and based on evidence that the specific characteristic of the youth identified in the policy objectively "requires additional assistance".

### **BACKGROUND**

WIOA allows local areas to provide services to youth who are low-income but do not meet one of the program barriers for youth eligibility. These participants are considered youth who need additional assistance to succeed in their educational and employment goals.

### **REFERENCES**

- Title 20 Code of Federal Regulations Part 681.250, 681.300, and 681.310
- WIOA Section 129
- San Bernardino County Workforce Development Department Program Guide

### **POLICY**

WDB defines ISY and/or OSY who "require additional assistance to complete an educational program, or to secure and hold employment" as youth who:

- Are low-income individual, and
- Meet the criterion found in the the State Plan and/or identified in the local Program Guide.

# WDB Policy Summary

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## Introduction

This item seeks approval for the repeal of the Workforce Investment Board policies and replacement with the Workforce Development Board (WDB) Policies 1 through 6.

Policies formed under the WIB remained intact until the Department of Labor and the State of California released all appropriate guidance as to the components of WIOA. The updates streamline the policies and focus more on the policy and less on the procedures

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## WDB 1

**Conflict of Interest** – Ensures individuals or representatives of the WDB, staff, or contracted agents of the WDB do not personally or professionally benefit from the award or expenditure of such funds.

WIOA prohibits a member of the local board or standing committee from voting on a matter under consideration by the local board regarding the provision of services by the member or by an entity that the member represents or that would provide direct financial benefit to the member or his/her immediate family. Policy pertains to contracts, subcontracts, purchase orders, grants and subgrants, directly or indirectly benefitting WDB members, Committee Members, staff members of WDD, contractors and sub-contractors with decision-making authority.

WDB members must recuse themselves from discussion and vote and will not be counted towards a quorum.

A Conflict of Interest Full Disclosure Certification (attached to the Policy) must be completed by the Interested Party to fully disclose and appropriately characterize the Interested Party's relationship, include any family member, with the entity seeking funding.

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## WDB 2

**Individual Training Account (ITA)** – Establishes criteria for the use of ITAs for employed and unemployed adults and dislocated workers.

1. Priority for vocational training must be in WDB-established demand industries in the local or regional area. Established by WDB item on an annual basis.
  2. The WDB will establish a maximum dollar amount and duration applicable to all ITAs on an annual basis. Maximum dollar amount and duration shall remain in effect until adoption of new limit by the WDB.
- 

## WDB 3

**Unlikely to Return Criteria** – Determines when a dislocated worker is unlikely to return to his or her previous industry or occupation. Staff will consider the following:

- *Wages* – Industry wage compared to the self-sufficient wage in San Bernardino County.
  - *Education, Training & Skills* – Level of education or necessary skills for advancement or re-entry into his/her former or previous industry.
  - *Work History* – Reduced capacity or ability to re-enter former industry.
  - *Impairment* – Physical or other issues preventing re-entry to former industry or occupation.
  - *Career Path* – How work history reflects income maintenance verses career opportunities.
  - *Declining Industry* – Industry or occupation decline as documented by Labor Market Information.
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## WDB Policy Summary, Continued

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### WDB 4

**Supportive Services** – Ensures resource and service coordination, and establishes procedures for referrals to supportive services, including how such services will be funded.

Supportive Services may only be provided to individuals who are participating in WIOA career or training services. Additionally, Supportive Services may only be provided when a participant is unable to obtain Supportive Services through other programs providing such services.

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### WDB 5

**Incumbent Worker Training** – Establishes whether an employer is eligible for incumbent worker training and which workers, or groups of workers, are eligible for incumbent worker services.

Employers participating in the incumbent worker training programs are required to contribute to the cost of training through cash or in-kind (known as Non-Federal/ Employer Share). The required amount of employer contributions is based on the total number of employees at all locations operated by the employer in California:

- 10% contribution with 50 employees or less,
- 25% contribution if between 51 and 100 employees, or
- 50% contribution if more than 100 employees.

WDB may use up to 20% of the Adult and Dislocated Worker allocations for IWT activities.

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### WDB 6

**Youth Requiring Additional Assistance to Complete an Educational Program or to Secure and Hold Employment** – Establishes local definitions for what constitutes “requires additional assistance” as it relates to both In-school youth and low-income Out-of-school youth.

WDB defines ISY and/or OSY who “require additional assistance to complete an educational program, or to secure and hold employment” as youth who:

- Are low-income individual, and
  - Meet the criterion found in the State Plan and/or identified in the local Program Guide.
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## WDB Policy Summary, Continued

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### Old policies

#1 – *Contracts with WIB Members and the Entities they Represent* – replaced by WDB policy #1.

#2 – *ETPL Policies/Procedures* – procedure for applications to the Eligible Training Provider List; these procedures have moved to the program guide and follow the law for process.

#3 – *Title I Supplemental Data* – Stipulated process for verifying employment if participants' wages are not found in the Employment Development Department's Base Wage file. Local policy on this would be redundant and therefore is unnecessary.

#4 – *Priority of Service* – Provides priority for Veterans. We continue to follow this policy, along with providing priority to those who are low income, are on cash aid or are basic skills deficient. Policy would be redundant; description of POS is in the program guide.

#5 – *Selective Service Registration Requirement* – All males between 18 and 26 are required to register for selective service, those that are not must do so to be eligible, or must write an explanation. WIOA guidance made this policy unnecessary.

#6 – *Accepting Unsolicited Proposals* – WDD/WDB is able to accept proposals without this policy; the policy adds process and red tape.

#7 – *WIA Dislocated Worker Eligibility* – provided descriptions of categories for eligibility. Eligibility is set by WIOA, so this policy was redundant; WDB policy #3 addresses "unlikely to return".

#8 – *Standard for achieving self-sufficiency in the local area* – establishes that our area uses the Insight Center for Community Economic Development Self-Sufficiency Standard for San Bernardino. WDD continues to use this; the policy is unnecessary under the law.

#9 – *WIA Supportive Services Policy* – this has been updated and streamlined; removed areas that are unnecessary under WIOA and removed process – WDB Policy #4.

#10 – *Individual Training Accounts* – streamlined, updated, and removed process; replaced by new WDB Policy #2.

#11 – *Monitoring and Oversight of the One stop Delivery System* – established process for monitoring; policy not required for WDB under WIOA; procedure and process is defined in staff handbook.

#12 – *Referral to Training* – established processes for referring participants to training. Removed process and combined with WDB policy #2 – ITA.

#13 – *WIB Attendance Policy* – obsolete; this information is now in the WDB By Laws.

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**San Bernardino County  
Workforce Development Board  
Agenda Item**

**MEETING DATE:** October 16, 2019

**ITEM:** (13)

**SUBJECT:** **AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING FOR THE INLAND EMPIRE REGIONAL PLANNING UNIT**

**PRESENTED BY:** Molly Wiltshire, Assistant Director  
Workforce Development Department

**CONSENT** \_\_\_\_\_ **DISCUSSION**  X  **INFORMATION** \_\_\_\_\_

**RECOMMENDATION:** Approve Amendment No. 1 to the Memorandum of Understanding (MOU) with Riverside County for the Workforce Innovation and Opportunity Act (WIOA) Inland Empire Regional Planning Unit to include two additional California Workforce Development Board (CWDB) grant awards through June 30, 2021.

**BACKGROUND:** The CWDB designated Regional Planning Units made up of Local Workforce Development Boards for the purpose of implementing regional activities under WIOA. The Inland Empire Regional Planning Unit (IERPU) includes the San Bernardino County Workforce Development Board (WDB) and the Riverside Workforce Development Board (RCWDB). On March 15, 2017, the WDB approved IERPU's Regional Plan for Program Years 2017-2020 and approved the Regional Plan Modification on February 27, 2019, extending the Regional Plan to June 2021.

Since the creation of the Regional Plan, the IERPU has been awarded nine grants by the CWDB for WIOA regional planning, plan implementation, staff and workforce board training, and expansion of industry sector strategies currently underway. Each pool of funds supports the work planned under the Regional Plan, and requires sharing of scope and funding with the other partner agency. In order to fund the collective activities of the IERPU, the CWDB awards the grants to either Riverside County or San Bernardino County as the administrative and fiscal lead.

On February 21, 2018, the WDB approved the development of the IERPU MOU. The MOU serves as an umbrella agreement for regional funds. It allows for the sharing of current funds within the IERPU, regardless of the designated administrative lead and provides a mechanism by which future funds, within the parameters of the WIOA Regional Plan, can be shared in an efficient, streamlined manner. On April 3, 2018, the Board of Supervisors approved the MOU for a term of April 3, 2018 through June 30, 2021 to include seven regional grants. Since that approval, two additional CWDB grants have been awarded as follows:

Description	Grant Administrative Lead	Grant Term	Total Grant Allotment
Regional Plan Implementation 2.0	San Bernardino County	4/01/2019 – 9/30/2020	\$300,000
Regional Organize, Regional Training & Regional Training Coordination	Riverside County	4/01/2019 – 9/30/2020	\$159,400

Amendment No. 1 updates Exhibit A of the IERPU MOU to include the two additional CWDB grants and subgrant agreements connected to the new grants.

Contracts established with IERPU funds covered by the MOU will be appropriately presented to the WDB for guidance and approval. Regular updates regarding regional plan activities and any new CWDB grants will be presented quarterly to the IERPU Steering Committee and to the WDB.

Attachment: Amendment to WIOA Inland Empire Regional Planning Unit MOU



Contract Number

\_\_\_\_\_

SAP Number

\_\_\_\_\_

## Workforce Development Department

Department Contract Representative Reg Javier  
Telephone Number (909) 387-4460

Contractor \_\_\_\_\_  
Contractor Representative \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Contract Term April 3, 2018 to June 30, 2021  
Original Contract Amount \_\_\_\_\_  
Amendment Amount \_\_\_\_\_  
Total Contract Amount \_\_\_\_\_  
Cost Center \_\_\_\_\_

**IT IS HEREBY AGREED AS FOLLOWS:**

**AMENDMENT NO. 1**

**WITNESSETH:**

**WHEREAS**, the San Bernardino County Workforce Development Board (SBCWDB) and Riverside County Workforce Development Board (RCWDB) (collectively, the "Inland Empire Regional Planning Unit (IERPU)" or "Parties") entered into a Memorandum of Understanding (MOU) on April 3, 2018, for the purpose of implementing regional activities and subgrants under the Workforce Innovation and Opportunity Act (WIOA);

**WHEREAS**, Exhibit A of the MOU detailed seven (7) regional subgrants from the California Workforce Development Board (CWDB) for WIOA regional planning, plan implementation, staff and workforce board training, and expansion of the Inland Empire SlingShot Initiative, and

**WHEREAS**, the Parties have received two (2) additional regional subgrants from the CWDB, and

**WHEREAS**, the Parties desire to amend the MOU to add these two subgrants to Exhibit A; and

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are specifically incorporated into the body of this Amendment No. 1 and the mutual covenants, terms and conditions contained herein, the Parties agree as follows:



1. Exhibit A is amended to include two additional CWDB grants as follows:

<b>Description</b>	<b>Grant Administrative Lead</b>	<b>Grant Term</b>	<b>Total Grant Allotment</b>
Regional Planning Implementation 2.0	San Bernardino County	4/01/2019 – 9/30/2020	\$300,000
Regional Organizing, Regional Training & Regional Training Coordination	Riverside County	4/01/2019 – 9/30/2020	\$159,400

2. All other terms and conditions of the MOU remain unchanged.

*(Signatures on Following Page)*



**IN WITNESS WHEREOF**, the Parties have each caused this Amendment No. 1 to be subscribed by their respective duly authorized officers, on their behalves.

COUNTY OF RIVERSIDE, a political  
subdivision of the State of California

Date: \_\_\_\_\_

\_\_\_\_\_  
John F. Tavaglione, Chairman  
BOARD OF SUPERVISORS

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Amrit Dhillon  
Deputy County Counsel

*(Signatures Continued on Following Page)*

COUNTY OF SAN BERNARDINO



\_\_\_\_\_  
Curt Hagman, Chairman, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_  
Deputy

**FOR COUNTY USE ONLY**

Approved as to Legal Form

\_\_\_\_\_  
Sophie A. Akins, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

\_\_\_\_\_  
Molly Wiltshire, Assistant Director

Date \_\_\_\_\_

Reviewed/Approved by Department

\_\_\_\_\_  
Reg Javier, Deputy Executive Officer

Date \_\_\_\_\_

**San Bernardino County  
Workforce Development Board  
Agenda Item**

**MEETING DATE:** October 16, 2019

**ITEM:** (14)

**SUBJECT:** **CONTRACTS FOR THE INLAND EMPIRE REGIONAL PLANNING UNIT PRISON TO EMPLOYMENT INITIATIVE**

**PRESENTED BY:** Molly Wiltshire, Assistant Director  
Workforce Development Department

**CONSENT** \_\_\_\_\_ **DISCUSSION**  X  **INFORMATION** \_\_\_\_\_

**RECOMMENDATIONS:**

1. Approve the service agreement with Riverside County for the Prison to Employment Implementation/Direct Services and Supportive Services/Earn and Learn grants for the term of November 5, 2019 through March 31, 2022, for an amount not to exceed \$1,625,535.
2. Approve Workforce Development Department (WDD) staff to develop contracts for three subcontractors: Goodwill Southern California, Operation New Hope, and San Bernardino Community College District to perform Transitional Employment and Direct Placement activities under the Prison to Employment Initiative for a period through March 31, 2022.

**BACKGROUND:** In 2016, the California Workforce Development Board (CWDB) designated Regional Planning Units comprised of Local Workforce Development Boards for the purpose of implementing regional activities under the Workforce Innovation and Opportunity Act (WIOA). The Inland Empire Regional Planning Unit (IERPU) includes the San Bernardino County Workforce Development Board (SBCWDB) and the Riverside County Workforce Development Board (RCWDB).

In November of 2018, the CWDB released the Request for Applications (RFA) for the Prison to Employment Initiative (P2E) Implementation/Direct Services and the Supportive Service/Earn and Learn Grants. The IERPU submitted a joint application to the CWDB in February 2019 for the two grants and was awarded a total of \$3,210,891 with RCWDB serving as the fiscal lead.

The purpose of P2Eis to connect formerly incarcerated or other justice-involved individuals with high demand jobs in the labor market with the goal of reducing recidivism. The funds will allow the IERPU to work with corrections, probation, sheriff's departments, other county departments, education providers, and community-based organizations in the region to assist formerly incarcerated or justice-involved individuals in becoming job ready through training and supportive services.

Pursuant to the proposed agreement with the County of Riverside, WDD shall:

- Conduct regional outreach to qualified and experienced service providers with the goal to better serve formerly incarcerated and justice-involved individuals and to maximize service availability through collaboration and the development of strong referral systems,
- Connect formerly incarcerated and justice-involved individuals to unsubsidized employment, including providing transitional subsidized employment models that improve the likelihood of unsubsidized placement,
- Provide peer mentorship, soft skills/job readiness, and case management,
- Provide short term vocational training that leads to career pathways identified as self-sufficient careers,
- Engage businesses, expanding the availability of employment opportunities for the targeted population, and
- Select subject matter experts to train partners and staff.

As part of the application process under the CWFB's RFA, regions were required to utilize Community Based Organizations and other agencies with expertise in working with the justice-involved to realize the

goals of P2E. On April 10, 2019, RCWDB issued a Request for Proposal (RFP) on behalf of the IERPU soliciting qualified agencies to provide transitional employment programs for formerly incarcerated and justice-involved individuals across San Bernardino and Riverside Counties.

On May 10, 2019, 13 proposals were received and all were determined to be responsive to the RFP's minimum criteria. The proposals were evaluated by a committee of qualified neutral parties from the IERPU including, three WDD and three Riverside County Economic Development Agency staff members. In accordance with the Proposal Review and Evaluation Process outlined in the RFP, proposals were reviewed for demonstrated experience and ability to provide services.

The review committee selected the following proposers/contractors for subcontracts with San Bernardino County because of substantial experience and expertise with the re-entry population:

<b>Proposer/Contractor</b>	<b>Service Area</b>	<b>Clients to be served</b>	<b>Contracted Amount</b>
Goodwill Southern California	High Desert, East Valley, Hemet, and Indio	90	\$349,980
Operation New Hope	West Valley and East Valley	20	\$114,660
San Bernardino Community College District	East Valley, Moreno Valley, and Indio	60	\$289,980

The San Bernardino County subcontracts will cover the period of November 5, 2019 through March 31, 2022.

With WDB approval of Recommendation Number 1, the P2E Service Agreement with Riverside County will be presented to the County Board of Supervisors on November 5, 2019, seeking approval for a contracted amount of \$1,625,535 for the term of November 5, 2019 through March 31, 2022. With approval of Recommendation Number 2, WDD staff will complete the development of the three subcontracts as described for the term of the P2E Service Agreement.

Attachment: IERPU P2E Service Agreement with Riverside County

1                                    **Inland Empire Regional Planning Unit**  
2                                    **Prison to Employment (P2E) Implementation Direct Services and**  
3                                    **Supportive Services Earn and Learn Grants**  
4

5                                    **Between**  
6                                    **COUNTY OF RIVERSIDE**  
7

8                                    **And**  
9                                    **COUNTY OF SAN BERNARDINO**  
10





**Agreement Number: PY2019/2020, 2020/2021 and 2021-2022- 2286/2287-IERPU P2E Implementation Direct Services and Supportive Services Earn and Learn Grants**

1 This Service Agreement for Inland Empire Regional Planning Unit Prison to  
2 Employment (P2E) Implementation Direct Services and Supportive Services Earn and  
3 Learn Grants, made and entered into this **5th** day of November 2019, by and between  
4 San Bernardino County through its Economic Development Agency's Workforce  
5 Development Department, (SUBCONTRACTOR) and the County of Riverside, political  
6 subdivision of the State of California, by and through its Economic Development Agency  
7 (EDA), Workforce Development Division (WDD). COUNTY and SUBCONTRACTOR are  
8 individually referred to as "Party" and collectively as "Parties," herein.

9 **RECITALS**

10 WHEREAS, the COUNTY has entered into a grant agreement with the State of  
11 California, hereinafter referred to as the "Grantor," pursuant to the statewide Prison to  
12 Employment Initiative;

13 WHEREAS, the Riverside County Workforce Development Board ("RCWDB") and  
14 the San Bernardino County Workforce Development Board ("SBCWDB") provide  
15 oversight for their counties' WIOA programs, including, but not limited to meeting State  
16 workforce performance goals, while addressing the workforce needs of the local  
17 economy in their respective counties;

18 WHEREAS, the Grantor designated the RCWDB and the SBCWDB as the Inland  
19 Empire Regional Planning Unit ("IERPU");

20 WHEREAS, on behalf of the IERPU, the COUNTY applied for the PY 2019-2022  
21 Prison to Employment Implementation Direct Services and Supportive Services Earn  
22 and Learn Grants (P2E IDS-SSEL) funding;

23 WHEREAS, the Grantor designated the COUNTY as the administrative lead for  
24 an award of \$3,210,891 to reduce recidivism through collaborative development of  
25 regional partnerships that will integrate workforce and re-entry services to connect  
26 formerly incarcerated individuals to high demand and sustainable employment in the  
27 labor market; and

1 WHEREAS, the COUNTY desires to contract with SUBCONTRACTOR based on  
2 SUBCONTRACTOR's expertise, special skills, knowledge and experience in regional  
3 workforce planning for local areas, including, but not limited to assisting the IERPU with  
4 accomplishing its goals, as more specifically set forth in the Agreement below.

5 NOW THEREFORE, based upon the foregoing Recitals and for good and  
6 valuable consideration, the receipt and sufficiency of which is acknowledged by all  
7 Parties, the COUNTY and SUBCONTRACTOR hereby agree as follows:

8 **1. Description of Services**

9 **1.1** The SUBCONTRACTOR shall provide P2E IDS-SSEL Services as  
10 outlined and specified in the SCOPE of SERVICE, attached hereto as Exhibit "A" and  
11 incorporated by this reference.

12 **1.2** The SUBCONTRACTOR represents that it has the experience, personnel,  
13 equipment, and facilities necessary to fully and adequately perform under this Agreement  
14 and the COUNTY relies upon this representation. The SUBCONTRACTOR shall perform to  
15 the reasonable satisfaction of the COUNTY.

16 **1.3** The SUBCONTRACTOR affirms that it is fully apprised of all of the work to be  
17 performed under this Agreement; and the SUBCONTRACTOR agrees it can properly  
18 perform this work for the compensation stated in Paragraph 3.1. The SUBCONTRACTOR  
19 shall not to perform services or provide products that are not permitted by this Agreement,  
20 unless this Agreement is first amended in writing by the Parties pursuant to Paragraph 4.1  
21 and 21.8 below.

22 **1.4** Acceptance by the COUNTY of SUBCONTRACTOR'S performance under  
23 this Agreement does not operate as a release of the SUBCONTRACTOR'S responsibility  
24 for full compliance with the terms of this Agreement.

25 **2. Term**

26 **2.1** This Agreement shall commence on 11/5/19 and expire on 3/31/2022 unless  
27 terminated earlier or otherwise modified by the Parties.  
28

1 **3. Compensation**

2 **3.1** The COUNTY shall pay SUBCONTRACTOR for services performed,  
3 products provided and expenses incurred for the SCOPE OF SERVICE defined in  
4 Exhibit "A" pursuant to the Payment Schedule set forth in Exhibit "B". Payment by  
5 COUNTY to SUBCONTRACTOR shall not exceed \$1,625,535 including all expenses.  
6 The COUNTY is not responsible for any fees or costs incurred above or beyond the  
7 contracted amount and shall have no obligation to purchase any specified amount of  
8 services or products, unless agreed to by COUNTY in writing.

9 **3.2** The SUBCONTRACTOR shall be paid only in accordance with an invoice  
10 submitted to the COUNTY by SUBCONTRACTOR conforming to Exhibit "C" attached  
11 hereto and incorporated herein by this reference, and COUNTY shall pay the invoice within  
12 thirty (30) working days from the date of receipt of the invoice. Payment shall be made to  
13 SUBCONTRACTOR only after services have been rendered or delivery of materials or  
14 products, and acceptance has been made by COUNTY.

15 a) Each invoice shall contain a minimum of the following information:  
16 invoice number and date; remittance address; itemization of the description of the work  
17 (hourly rate and extensions, if applicable); and an invoice total and shall conform to the  
18 Invoice Form attached hereto as Exhibit "C". Each invoice shall be mailed to the following  
19 address:

20 County of Riverside Economic Development Agency  
21 Workforce Development Division  
22 1325 Spruce Street, Suite 110  
23 Riverside, CA 92507

24  
25 **3.3** The COUNTY obligation for payment of this Agreement beyond the current  
26 fiscal year end is contingent upon and limited by the availability of the COUNTY funding  
27 from which payment can be made. No legal liability on the part of the COUNTY shall  
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1 arise for payment beyond June 30 of each calendar year unless funds are made  
2 available for such payment. In the event that such funds are not forthcoming for any  
3 reason, the COUNTY shall immediately notify the SUBCONTRACTOR in writing; and  
4 this Agreement shall be deemed terminated and have no further force and effect.

5 **4. Alteration or Changes to the Agreement**

6 4.1 The Parties may, through their authorized representatives, by written  
7 agreement, modify this Agreement.

8 **5. Termination**

9 5.1 The COUNTY or SUBCONTRACTOR may terminate this Agreement  
10 without cause upon 30 days written notice stating the extent and effective date of  
11 termination.

12 5.2 The COUNTY may, upon five (5) days written notice, terminate this  
13 Agreement for the SUBCONTRACTOR's default, if the SUBCONTRACTOR refuses or  
14 fails to comply with the terms of this Agreement or fails to make progress so as to  
15 endanger performance and does not immediately cure such failure. In the event of such  
16 termination, the COUNTY may proceed with the work in any manner deemed proper by  
17 the COUNTY.

18 5.3 After receipt of the notice of termination, the SUBCONTRACTOR shall:

19 (a) Stop all work under this Agreement on the date specified in the  
20 notice of termination; and

21 (b) Transfer to the COUNTY and deliver in the manner as directed by  
22 the COUNTY any materials, reports or other products which, if the Agreement had been  
23 completed or continued, would have been required to be furnished to the COUNTY.

24 5.4 After termination, the COUNTY shall make payment only for the  
25 SUBCONTRACTOR'S performance up to the date of termination in accordance with this  
26 Agreement. In such event, the SUBCONTRACTOR shall not be entitled to any further  
27 compensation under this Agreement.

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1  
2       **5.5**    The rights and remedies of the COUNTY provided in this section shall not  
3 be exclusive and are in addition to any other rights and remedies provided by law or this  
4 Agreement.

5       **6.     Ownership/Use of Contract Materials and Products**

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

14       **7.     Conduct of the CONSULTANT/SUBCONTRACTOR/CONTRACTOR**

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

24       **7.2**    The SUBCONTRACTOR shall not, under circumstances which could be  
25 interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept  
26 any gratuity or special favor from individuals or firms with whom the SUBCONTRACTOR  
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1 is doing business or proposing to do business, in accomplishing the work under this  
2 Agreement.

3       **7.3** The SUBCONTRACTOR or its employees shall not offer gifts, gratuity,  
4 favors, and entertainment directly or indirectly to COUNTY employees.

5 **8. Inspection of Services**

6       **8.1** All performance shall be subject to inspection by the COUNTY. The  
7 SUBCONTRACTOR shall provide adequate cooperation to the COUNTY representative  
8 to permit him/her to determine the SUBCONTRACTOR'S conformity with the terms of  
9 this Agreement. If any services performed or products provided by the  
10 SUBCONTRACTOR are not in conformance with the terms of this Agreement, the  
11 COUNTY shall have the right to require the SUBCONTRACTOR to perform the services  
12 or provide the products in conformance with the terms of the Agreement at no additional  
13 cost to the COUNTY. When the services to be performed or the products to be provided  
14 are of such nature that the difference cannot be corrected, the COUNTY shall have the  
15 right to: (1) require the SUBCONTRACTOR immediately to take all necessary steps to  
16 ensure future performance in conformity with the terms of the Agreement; and/or (2)  
17 reduce the Agreement price to reflect the reduced value of the services performed or  
18 products provided. The COUNTY may also terminate this Agreement for default and  
19 charge to the SUBCONTRACTOR any costs incurred by the COUNTY because of the  
20 SUBCONTRACTOR'S failure to perform.

21       **8.2** The SUBCONTRACTOR shall establish adequate procedures for self-  
22 monitoring to ensure proper performance under this Agreement; and shall permit a  
23 COUNTY representative to monitor, assess or evaluate the SUBCONTRACTOR'S  
24 performance under this Agreement at any time upon reasonable notice to the  
25 SUBCONTRACTOR.

26 **9. Independent Contractor**

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

14 **10. Subcontract for Work or Services**

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

20 **11. Disputes**

21 **11.1** The parties shall attempt to resolve any disputes amicably at the working  
22 level. If that is not successful, the dispute shall be referred to the senior management of  
23 the parties.

24 **11.2** Prior to the filing of any legal action related to this Agreement, the parties  
25 shall be obligated to attend a mediation session in Riverside County before a neutral  
26 third party mediator. A second mediation session shall be required if the first session is  
27 not successful. The parties shall share the cost of the mediations. The parties shall  
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1 jointly select a mediator acceptable to the SUBCONTRACTOR and COUNTY. The  
2 mediation shall take place in Riverside County. Each party shall be responsible for its  
3 own legal fees and other expenses incident to the preparation for mediation. If the  
4 dispute cannot be resolved by mediation, neither COUNTY nor SUBCONTRACTOR  
5 waives their rights to bring the appropriate legal action in a court of competent jurisdiction  
6 within the County of Riverside.

7 **12. Reserved.**

8 **13. Non-Discrimination**

9 The Parties shall comply with any and all applicable laws pertaining to  
10 discrimination. The Parties shall not be discriminate in the provision of services,  
11 allocation of benefits, accommodation in facilities, or employment of personnel on the  
12 basis of ethnic group identification, race, religious creed, color, national origin, ancestry,  
13 physical handicap, medical condition, sexual orientation, marital status or sex in the  
14 performance of this Agreement; and, to the extent they shall be found to be applicable  
15 hereto, shall comply with the provisions of the California Fair Employment Practices Act  
16 (commencing with Section 1410 of the Labor Consultant), the Federal Civil Rights Act of  
17 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.)  
18 and all other applicable laws or regulations.

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

23 **14. Record Retention and Documents**

24 The SUBCONTRACTOR agrees to retain all records pertaining to this Agreement  
25 under Workforce Innovation and Opportunity Act (WIOA) programs for a period of seven  
26 (7) years after termination of this Agreement. If, at the end of seven (7) years, there is  
27 an ongoing litigation or an audit involving those records, the SUBCONTRACTOR shall  
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1 retain the records until the resolution of such litigation or audit is completed. The  
2 Department of Labor, the Grantee, and the COUNTY reserve the right to monitor and  
3 visit, announced or unannounced, the SUBCONTRACTOR'S facilities at any time during  
4 normal business hours. The monitoring shall be conducted in accordance with the  
5 COUNTY WIOA Monitoring Guide and WIOA State Directives.

6 **15. Confidentiality**

7 **15.1** The SUBCONTRACTOR shall not use for personal gain or make other  
8 improper use of privileged or confidential information which is acquired in connection  
9 with this Agreement. The term "privileged or confidential information" includes but is not  
10 limited to: unpublished or sensitive technological or scientific information; medical,  
11 personnel, or security records; anticipated material requirements or pricing/purchasing  
12 actions; the COUNTY information or data which is not subject to public disclosure;  
13 COUNTY operational procedures; and knowledge of selection of contractors,  
14 subcontractors or suppliers in advance of official announcement.

15 **15.2** The SUBCONTRACTOR shall protect from unauthorized disclosure  
16 names and other identifying information concerning persons receiving services pursuant  
17 to this Agreement, except for general statistical information not identifying any person.  
18 The SUBCONTRACTOR shall not use such information for any purpose other than  
19 carrying out the SUBCONTRACTOR'S obligations under this Agreement. The  
20 SUBCONTRACTOR shall promptly transmit to the COUNTY all third party requests for  
21 disclosure of such information. The SUBCONTRACTOR shall not disclose, except as  
22 otherwise specifically permitted by this Agreement or authorized in advance in writing by  
23 the COUNTY, any such information to anyone other than the COUNTY. For purposes  
24 of this paragraph, identity shall include, but not be limited to, name, identifying number,  
25 symbol, or other identifying particular assigned to the individual, such as finger or voice  
26 print or a photograph.

27 **16. Authorized Representatives**



1 The Assistant County Executive Officer of the Economic Development Agency/Workforce  
2 Development Division, or designee, shall administer this Agreement on behalf of the  
3 COUNTY. The Deputy Executive Officer of Workforce and Economic Development or  
4 the Director of Workforce Development shall administer this Agreement on behalf of the  
5 **SUBCONTRACTOR.17. Force Majeure**

6 If either party is unable to comply with any provision of this Agreement due to  
7 causes beyond its reasonable control, and which could not have been reasonably  
8 anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such  
9 party shall not be held liable for such failure to comply, provided the other party receives  
10 written notice of such force majeure event.

11 **18. EDD Reporting Requirements**

12 In order to comply with child support enforcement requirements of the State of  
13 California, the COUNTY may be required to submit a Report of Independent  
14 SUBCONTRACTOR (s) form DE 542 to the Employment Development Department  
15 ("EDD"). The SUBCONTRACTOR agrees to furnish the required data and certifications  
16 to the COUNTY within 10 days of notification of award of Agreement when required by  
17 the EDD. This data will be transmitted to governmental agencies charged with the  
18 establishment and enforcement of child support orders. Failure of the  
19 SUBCONTRACTOR to timely submit the data and/or certificates required may result in  
20 the contract being awarded to another SUBCONTRACTOR. In the event a contract has  
21 been issued, failure of the SUBCONTRACTOR to comply with all federal and state  
22 reporting requirements for child support enforcement or to comply with all lawfully served  
23 Wage and Earnings Assignments Orders and Notice of Assignment shall constitute a  
24 material breach of Agreement. If the SUBCONTRACTOR has any questions concerning  
25 this reporting requirement, please call (916) 657-0529. The SUBCONTRACTOR should  
26 also contact the local Employment Tax Customer Service Office listed in the telephone  
27 directory in the State Government section under "Employment Development Department"  
28

1 or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

2 **19. Hold Harmless/Indemnification**

3 **19.1** It is understood and agreed that, pursuant to Government Code Section  
4 895.4, the SUBCONTRACTOR shall fully defend, indemnify and save harmless  
5 COUNTY, its officers, employees and contractors from all claims, suits or actions  
6 of every name, kind and description brought for or on account of injury occurring  
7 by reason of anything done or omitted to be done by the SUBCONTRACTOR  
8 under or in connection with any work, authority or jurisdiction delegated to  
9 SUBCONTRACTOR under this Agreement.

10 **19.2** It is understood and agreed that, pursuant to Government Code Section  
11 895.4, COUNTY shall fully defend, indemnify and save harmless the  
12 SUBCONTRACTOR, the COUNTY, and their officers, employees and contractors  
13 from all claims, suits or actions of every name, kind and description brought for or  
14 an account of injury occurring by reason of anything done or omitted to be done  
15 by COUNTY under or in connection with any work, authority or jurisdiction  
16 delegated to COUNTY under this AGREEMENT.

17 **19.3** In the event either Party is found to be comparatively at fault for any claim  
18 action, loss or damage which results from their respective obligations under this  
19 Agreement, that Party shall indemnify the other to the extent of its comparative  
20 fault. Furthermore, if either Party attempts to seek recovery from the other for  
21 Workers' Compensation benefits paid to an employee, the Parties agree that any  
22 alleged negligence of the employee shall not be construed against the employer  
23 of that employee.

24 **19.4** The indemnification and defense obligations of this Agreement shall  
25 survive its expiration or termination.

26 **20. Insurance**

1       **20.1** Without limiting or diminishing the each Party's obligation to indemnify or  
2 hold the other Party harmless, each Party shall procure and maintain or cause to  
3 be maintained, at its sole cost and expense, the following insurance coverages  
4 during the term of this Agreement. The Counties of Riverside or San Bernardino,  
5 as may be applicable, and their Agencies, Districts, Special Districts, and  
6 Departments, their respective directors, officers, Board of Supervisors, employees,  
7 elected or appointed officials, agents or representatives shall hereunder constitute  
8 the "Additional Insureds." The additional insured endorsements shall not limit the  
9 scope of coverage to vicarious liability but shall allow coverage to the full extent  
10 provided by the policy. Such additional insured coverage shall be at least as broad  
11 as Additional Insured (Form B) endorsement form ISO, CG 2010 11 85.

12       **20.2** The Parties agree to provide insurance set forth in accordance with the  
13 requirements herein. If the Parties use existing coverage to comply with these  
14 requirements and that coverage does not meet the specified requirements, the  
15 Parties agree to amend supplement, or endorse the existing coverage to do so.

16       **20.3** Workers' Compensation. If a Party has employees as defined by the State  
17 of California, that Party shall maintain statutory Workers' Compensation Insurance  
18 (Coverage A) as prescribed by the laws of the State of California. Policy shall  
19 include Employers' Liability (Coverage B) including Occupational Disease with  
20 limits not less than \$1,000,000 per person per accident. The policy shall be  
21 endorsed to waive subrogation in favor of other Party.

22       **20.4** Commercial General Liability. Commercial General Liability insurance  
23 coverage, including but not limited to, premises liability, unmodified contractual  
24 liability, products and completed operations liability, personal and advertising  
25 injury, and cross liability coverage, covering claims which may arise from or out of  
26 a Party's performance of its obligations hereunder. Policy shall name the other  
27 Party as Additional Insured. Policy's limit of liability shall not be less than  
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1 \$1,000,000 per occurrence combined single limit, and \$2,000,000 general  
2 aggregate limit. If such insurance contains a general aggregate limit, it shall apply  
3 separately to this agreement or be no less than two (2) times the occurrence limit.

4 **20.5** If vehicles or mobile equipment are used in the performance of the  
5 obligations under this Agreement, then the Party shall maintain liability insurance  
6 for all owned, non-owned or hired vehicles so used in an amount not less than  
7 \$1,000,000 per occurrence combined single limit. If such insurance contains a  
8 general aggregate limit, it shall apply separately to this agreement or be no less  
9 than two (2) times the occurrence limit. Policy shall name the other Party as  
10 Additional Insureds.

11 **20.6** General Insurance Provisions - All lines:

12 20.6.1 Any insurance carrier providing insurance coverage  
13 hereunder shall be admitted to the State of California and have an A M  
14 BEST rating of not less than A: VIII (A:8) unless such requirements are  
15 waived, in writing, by the Party's Risk Manager. If the Party's Risk Manager  
16 waives a requirement for a particular insurer such waiver is only valid for  
17 that specific insurer and only for one policy term.

18 20.6.2 Each Party shall cause it's insurance carrier(s) to furnish the  
19 other Party with either 1) a properly executed original Certificate(s) of  
20 Insurance and certified original copies of Endorsements effecting coverage  
21 as required herein, and 2) if requested to do so orally or in writing by the  
22 Party's Risk Manager, provide original Certified copies of policies including  
23 all Endorsements and all attachments thereto, showing such insurance is in  
24 full force and effect. Further, said Certificate(s) and policies of insurance  
25 shall contain the covenant of the insurance carrier(s) that a minimum of  
26 thirty (30) days written notice shall be given to the County of Riverside prior  
27 to any material modification, cancellation, expiration or reduction in  
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1 coverage of such insurance. If a Party's insurance carrier(s) policies does  
2 not meet the minimum notice requirement found herein, that Party shall  
3 cause its insurance carrier(s) to furnish a 30 day Notice of Cancellation  
4 Endorsement.

5 20.6.3 In the event of a material modification, cancellation,  
6 expiration, or reduction in coverage, this Agreement shall terminate  
7 forthwith, unless each Party receives, prior to such effective date, another  
8 properly executed original Certificate of Insurance and original copies of  
9 endorsements or certified original policies, including all endorsements and  
10 attachments thereto evidencing coverage's set forth herein and the  
11 insurance required herein is in full force and effect. Neither Party shall not  
12 commence operations until the other Party has been furnished original  
13 Certificate (s) of Insurance and certified original copies of endorsements  
14 and if requested, certified original policies of insurance including all  
15 endorsements and any and all other attachments as required in this Section.  
16 An individual authorized by the insurance carrier to do so on its behalf shall  
17 sign the original endorsements for each policy and the Certificate of  
18 Insurance.

19 20.6.4 It is understood and agreed to by the parties hereto that each  
20 Party's insurance shall be construed as primary insurance, and the other  
21 Party's insurance and/or deductibles and/or self-insured retention's or self-  
22 insured programs shall not be construed as contributory.

23 20.6.5 If, during the term of this Agreement or any extension thereof,  
24 there is a material change in the scope of services; or, there is a material  
25 change in the equipment to be used in the performance of the scope of  
26 work; or, the term of this Agreement, including any extensions thereof,  
27 exceeds five (5) years; both Parties reserve the right to adjust the types of  
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1 insurance and the monetary limits of liability required under this Agreement,  
2 if in the Risk Management's reasonable judgment, the amount or type of  
3 insurance carried by the other Party has become inadequate.

4 20.6.6 Each Party shall pass down the insurance obligations  
5 contained herein to all tiers of subcontractors working under this  
6 Agreement, if any.

7 20.6.7 The insurance requirements contained in this Agreement may  
8 be met with a program(s) of self-insurance.

9 20.6.8 Each Party agrees to notify the other Party of any claim by a  
10 third party or any incident or event that may give rise to a claim arising from  
11 the performance of this Agreement.

12 **21. General**

13 **21.1** The SUBCONTRACTOR shall not delegate or assign any interest in this  
14 Agreement, whether by operation of law or otherwise, without the prior written consent of  
15 COUNTY. Any assignment or purported assignment of this Agreement by  
16 SUBCONTRACTOR without the prior written consent of COUNTY will be deemed void  
17 and of no force or effect.

18 **21.2** Any waiver by the COUNTY of any breach of any one or more of the terms  
19 of this Agreement shall not be construed to be a waiver of any subsequent or other  
20 breach of the same or of any other term of this Agreement. Failure on the part of the  
21 COUNTY to require exact, full and complete compliance with any terms of this  
22 Agreement shall not be construed as in any manner changing the terms or preventing  
23 the COUNTY from enforcement of the terms of this Agreement.

24 **21.3** In the event the SUBCONTRACTOR receives payment under this  
25 Agreement which is later disallowed by the COUNTY for nonconformance with the terms  
26 of the Agreement, the SUBCONTRACTOR shall promptly refund the disallowed amount  
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1 to the COUNTY on request; or at its option the COUNTY may offset the amount  
2 disallowed from any payment due to the SUBCONTRACTOR.

3 **21.4 Reserved.**

4 **21.5** The SUBCONTRACTOR shall comply with all applicable Federal, State and  
5 local laws and regulations. The SUBCONTRACTOR will comply with all applicable  
6 COUNTY policies and procedures. In the event that there is a conflict between the  
7 various laws or regulations that may apply, the SUBCONTRACTOR shall comply with  
8 the more restrictive law or regulation.

9  
10 **21.6** The SUBCONTRACTOR shall comply with all requirements of the  
11 Occupational Safety and Health Administration (OSHA) standards and  
12 SUBCONTRACTOR as set forth by the U.S. Department of Labor and the State of  
13 California (Cal/OSHA).

14 **21.7** This Agreement shall be governed by the laws of the State of California.  
15 Any legal action related to the performance or interpretation of this Agreement shall be  
16 filed only in the Superior Court of the State of California located in Riverside, California,  
17 and the parties waive any provision of law providing for a change of venue to another  
18 location. In the event any provision in this Agreement is held by a court of competent  
19 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will  
20 nevertheless continue in full force without being impaired or invalidated in any way.

21 **21.8** This Agreement, including any attachments or exhibits, constitutes the  
22 entire Agreement of the parties with respect to its subject matter and supersedes all prior  
23 and contemporaneous representations, proposals, discussions and communications,  
24 whether oral or in writing. This Agreement may be changed or modified only by a written  
25 amendment signed by authorized representatives of both parties. No oral understanding  
26 or agreement not incorporated herein shall be binding on any of the parties hereto.

27 **21.9 Reserved.**

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1           **21.10** Unless otherwise provided in terms of the Grant or the Agreement, when  
2 copyrighted material is developed in the course of or under this Agreement, the author  
3 and the COUNTY which developed the work are free to copyright material or to permit  
4 others to do so. The COUNTY and the Workforce Development Board shall have a  
5 royalty-free, non-exclusive and irrevocable license to produce, publish, and use and to  
6 authorize other to use all copyrighted material.

7           **21.11** All original reports, preliminary findings, or data assembled or compiled by  
8 SUBCONTRACTOR under this Agreement become the property of the COUNTY. The  
9 COUNTY reserves the right to authorize others to use or reproduce such materials.  
10 Therefore, such materials may not be circulated in whole or in part, nor released to the  
11 public, without the direct authorization of the COUNTY.

12           **21.12** Any waiver by COUNTY of any breach of any one or more of the terms of  
13 this Agreement shall not be construed to be a waiver of any subsequent or other breach  
14 of the same or of any other term thereof. Failure on the part of the COUNTY to require  
15 exact, full and complete compliance with any terms of this Agreement shall not be  
16 construed as in any manner changing the terms hereof or stopping COUNTY from  
17 enforcement hereof.

18           **21.13** Executive Order 12549, Debarment and Suspension, 34 CFR Part 85,  
19 Section 85.510 (Lower Tier). The SUBCONTRACTOR certifies that neither it nor its  
20 principals are presently debarred, suspended, proposed for debarment, declared  
21 ineligible, or voluntarily excluded from participation in this transaction by any Federal  
22 department or agency. Where the SUBCONTRACTOR is unable to certify to any of the  
23 statements in this certification, SUBCONTRACTOR shall attach an explanation to this  
24 Agreement.

25           **21.14** The SUBCONTRACTOR shall assure that funds provided by this  
26 Agreement must be used exclusively for activities that are authorized under WIOA. Co-  
27 mingling and/or diverting of funds to support the activities of other programs are not  
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1 authorized. Documentation supporting expenditures will be kept on file at the  
2 SUBCONTRACTOR'S office and made available at all times for audit and monitoring  
3 purposes for a period of no less than seven (7) years after the COUNTY makes final  
4 payment and all pending matters are closed

5 **21.15** The SUBCONTRACTOR will comply with controls, recordkeeping and  
6 accounting procedure requirements of WIOA, federal and state regulations and  
7 directives to ensure the proper accounting for funds paid under this Agreement. At such  
8 times and in such form, the COUNTY may require statements, records, reports, data and  
9 information pertaining to this Agreement be maintained on file for purpose of an audit or  
10 examination. Retention of all records for seven (7) years after the County makes final  
11 payment and all other pending matters are closed, is required.

12 **21.16** The SUBCONTRACTOR shall establish and implement appropriate  
13 internal management procedures to prevent fraud, abuse and criminal activity. Further,  
14 the SUBCONTRACTOR shall establish a reporting process to ensure that the COUNTY  
15 is notified immediately of any allegation of WIOA-related fraud, abuse or criminal activity  
16 or any suspected or proven fraud, abuse or criminal acts committed by staff or  
17 participants. If the allegation is of any emergency and/or fiscal nature, it shall be reported  
18 to the COUNTY'S Administration Unit at (951) 955-3100, and immediately thereafter, a  
19 written report shall be submitted. Proof of such report will be maintained in the  
20 SUBCONTRACTOR'S file.

21 **21.17** Should the SUBCONTRACTOR fail to perform the services as outlined in  
22 Exhibit A, the COUNTY and the SUBCONTRACTOR will meet and confer to modify the  
23 Scope of Services and compensation arrangements.

24 **21.18** SUBCONTRACTOR represents and warrants that SUBCONTRACTOR is  
25 registered to do business in the State of California with the California Secretary of State.

26 **21.19** All correspondence and notices required or contemplated by this  
27 Agreement shall be delivered to the respective parties at the addresses set forth below  
28

**Agreement Number: PY2019/2020, 2020/2021 and 2021-2022- 2286/2287-IERPU P2E  
Implementation Direct Services and Supportive Services Earn and Learn Grants**

1 and are deemed submitted one (1) day after their deposit in the United States Mail,  
2 postage prepaid.

3  
4 County of Riverside Economic  
5 Development Agency/Workforce  
6 Development Division  
7 1325 Spruce Street, Suite 110  
8 Riverside, CA 92507  
9 Attention: Carrie Harmon,  
10 Director of Workforce Development

San Bernardino County  
Workforce Development Department  
Administration  
290 North D Street, Suite 600  
San Bernardino, CA 92415-0046  
Attention: Reg Javier, Deputy Executive  
Officer

11 [Remainder of Page Intentionally Blank]

12 [Signatures on Following Page]

**Agreement Number: PY2019/2020, 2020/2021 and 2021-2022- 2286/2287-IERPU P2E  
Implementation Direct Services and Supportive Services Earn and Learn Grants**

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

3  
4 **COUNTY:**

5 COUNTY OF RIVERSIDE, a political  
6 subdivision of the State of California, by  
7 and through its Economic Development  
Agency/Workforce Division

8 **SUBCONTRACTOR:**

COUNTY OF SAN BERNARDINO

9 By: \_\_\_\_\_  
Carrie Harmon, Director of Workforce  
Development

By: \_\_\_\_\_  
Curt Hagman, Chairman, Board of  
Supervisors

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

11 Dated: \_\_\_\_\_  
12 SIGNED AND CERTIFIED THAT A COPY  
13 OF THIS DOCUMENT HAS BEEN  
14 DELIVERED TO THE CHAIRMAN OF  
THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

15  
16 By \_\_\_\_\_  
Deputy

17  
18  
19  
20 APPROVED AS TO FORM:  
21 Gregory P. Priamos  
22 County Counsel

APPROVED AS TO FORM:  
Michelle D. Blakemore  
County Counsel

23  
24 By: \_\_\_\_\_  
Amrit Dhillon,  
25 Deputy County Counsel

By: \_\_\_\_\_  
Sophie A. Akins,  
Deputy County Counsel

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

**A. Purpose:**

During the term of the P2E Implementation Direct Services and Supportive Services Earn and Learn Grants, 11/5/2019 to 3/31/2022 entered into between SUBCONTRACTOR and COUNTY, SUBCONTRACTOR shall work with EDA/WDD staff and the California Workforce Development Board (CWDB) staff for the purpose of reducing recidivism through collaborative development of regional partnerships that will integrate workforce and re-entry services to connect formerly incarcerated individuals to high demand and sustainable employment in the labor market.

**B. Description of services/deliverables:**

The SUBCONTRACTOR shall implement activities of the IERPU Prison to Employment Initiative Implementation Direct Services and Supportive Services Earn and Learn Grants, to:

- Connect and provide services 90 days pre-release and 90 days post release, ensuring successful transition
- Coordinate efforts between partners to maximize service availability
- Provide transitional employment models that lead to unsubsidized employment
- Connect individuals who have completed training during incarceration directly to jobs that they've earned certifications in
- Foster business engagement that leads to job placement
- Provide short term vocational training that leads to career pathways identified as self-sufficient careers
- Provide peer mentorship, soft skills/job readiness, and case management
- Select subject matter experts to train partners and staff in regards to serving formally incarcerated or justice-involved individuals
- Obtain professional direction and expertise to secure maximum community engagement
- Conduct regional outreach to the most qualified and experienced service providers with the goal to better serve formerly incarcerated and justice-involved individuals
- Develop and enhance partnership agreements and MOUs (formal & informal) with key partners.
- Adhere to expenditure plan.



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

<b>Proposed Scope of work</b>	<b>Product or Outcome</b>
The scope of work for this effort encompasses the description of services/deliverables found in Exhibit A, Sections A-B. All Scope of Work activities will be completed by end of the IERPU Prison to Employment Initiative Implementation Direct Services and Supportive Services Earn and Learn Grants contract term.	Specifically, progress and success will be measured by IERPU P2E work plan outcomes.
FY 2019-20	\$206,385
FY 2020-21	\$709,575
FY 2021-2022	\$709,575
<b>TOTAL NOT TO EXCEED</b>	<b>\$1,625,535</b>

**EXHIBIT C**

**INVOICE FORM TO BE PROVIDED ON LETTERHEAD**

**SUBCONTRACTOR Name:** San Bernardino County EDA

**Mailing/Remittance Address:**

San Bernardino County Workforce Development Department  
290 North D Street, Suite 600  
San Bernardino, CA 92415

**Invoice Number:**

**Payment Request for Services Rendered**

Date	Deliverable	Cost
<b>Total for this Invoice:</b>		<b>\$</b>

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