

SERVICE AGREEMENT

for

**INLAND EMPIRE REGIONAL PLANNING UNIT
WORKFORCE INNOVATION AND OPPORTUNITY ACT**

[INSERT NAME OF GRANT/FUNDING SOURCE]

between

COUNTY OF RIVERSIDE

and

SAN BERNARDINO COUNTY



This Service Agreement for the Inland Empire Regional Planning Unit Workforce Innovation and Opportunity Act (Agreement), is made and entered into [INSERT DATE], by and between the County of Riverside, a political subdivision of the State of California, by and through its Housing and Workforce Solutions, Workforce Development Division ([INSERT: COUNTY or CONTRACTOR]) and the San Bernardino County, a political subdivision of the State of California, by and through its Workforce Development Department, ([INSERT: COUNTY or CONTRACTOR]). COUNTY and CONTRACTOR are individually referred to as “Party” and collectively as “Parties,” herein.

WHEREAS, the Riverside County Workforce Development Board (RCWDB) and the San Bernardino County Workforce Development Board (SBCWDB) provide oversight for their counties’ Workforce Innovation and Opportunity Act of 2014 (WIOA) programs, including, but not limited to meeting State workforce performance goals, while addressing the workforce needs of the local economy in their respective counties; and

RECITALS

WHEREAS, the State of California has designated the RCWDB and the SBCWDB as the Inland Empire Regional Planning Unit (IERPU);

WHEREAS, on behalf of the IERPU, the COUNTY applied for the [INSERT NAME OF GRANT] (GRANT) funding;

WHEREAS, the GRANT designates the COUNTY as the administrative lead for an award of [INSERT AMOUNT] to be used for those services described herein; and

WHEREAS, the COUNTY desires to contract with CONTRACTOR based on CONTRACTOR’s expertise, special skills, knowledge and experience in regional workforce planning for local areas, as more specifically set forth in this Agreement below.

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

1. Description of Services

1.1 CONTRACTOR shall provide all services as outlined and specified in the SCOPE OF SERVICES, attached hereto as Exhibit "A" [INSERT EXHIBIT], for the not to exceed fee set forth in Section 3.1 below.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement, and the CONTRACTOR agrees it can properly perform this work for the compensation stated in Section 3.1. The CONTRACTOR shall not to perform services or provide products that are not permitted by this Agreement, unless this Agreement is first amended in writing by the Parties pursuant to Sections 4.1 and 21.8 below.

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

2. Term

2.1 This Agreement shall commence on [INSERT DATE] and expire on [INSERT DATE], unless terminated earlier or otherwise modified by the Parties. CONTRACTOR shall commence performance upon commencement of the Term and shall diligently and continuously perform thereafter through the end of the GRANT term.

3. Compensation

3.1 The COUNTY shall pay CONTRACTOR for services performed, and expenses incurred for the SCOPE OF SERVICES defined in Exhibit "A" pursuant to the Payment Schedule set forth in Exhibit "B" attached hereto. Payment by COUNTY to CONTRACTOR shall not exceed [INSERT AMOUNT], including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products, unless agreed to by the Parties in writing.

3.2 The CONTRACTOR shall be paid only in accordance with an invoice submitted to the COUNTY by CONTRACTOR conforming to Exhibit "C" attached hereto and incorporated herein by this reference, CONTRACTOR shall be paid only in accordance with an invoice submitted

to COUNTY by CONTRACTOR within twenty (20) days from the last day of each calendar month , and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered and acceptance has been made by COUNTY.

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

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

4. Alteration or Changes to the Agreement

4.1 The Parties may modify this Agreement by written amendment, approved by their respective Board of Supervisors (Boards) or by the Parties' authorized representatives pursuant to Board delegation.

5. Termination

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

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

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

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

completed or continued, would have been required to be furnished to COUNTY.

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

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

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports, or products in any form, including electronics, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the property of the COUNTY, CONTRACTOR and GRANT funding entity unless otherwise specified in the GRANT. Unless otherwise specified in the GRANT, the material, reports, or products may be used by the Parties for any purpose the Parties deem to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written notice of the COUNTY.

7. Conduct of Contractor

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

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

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

8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection by the COUNTY. The CONTRACTOR shall provide adequate cooperation to the

COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

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

9. Independent Contractor

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

10. Subcontract for Work or Services

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

11. Disputes

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

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

12. Non-Discrimination

The Parties shall comply with any and all applicable laws pertaining to discrimination. The Parties shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and all other applicable laws or regulations.

13. Record Retention

CONTRACTOR agrees to retain all records pertaining to this Agreement pursuant to its records retention policy or a period of seven (7) years after termination of this Agreement (for WIOA programs), as may be applicable. If, at the end of the applicable retention period, there is an ongoing litigation or an audit involving those records, CONTRACTOR shall retain the records until the resolution of such litigation or audit is completed. The Department of Labor, the GRANT awarding entity, and the COUNTY reserve the right to monitor and visit, announced or unannounced, CONTRACTOR'S facilities at any time during normal business hours. The monitoring shall be conducted in accordance with applicable law and local policy, including but not limited to, COUNTY WIOA Monitoring Guide and WIOA State Directives.

14. Confidentiality

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

contractors, subcontractors or suppliers in advance of official announcement.

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

15. Authorized Representatives

The Director of Housing and Workforce Solutions, Workforce Development Division, or designee, shall administer this Agreement on behalf of [INSERT: COUNTY or CONTRACTOR]. The Director of Workforce Development Department or designee shall administer this Agreement on behalf of the [INSERT: COUNTY or CONTRACTOR].

16. Notices

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

County of Riverside

(INSERT DEPARTMENT NAME)

(INSERT ADDRESS)

San Bernardino County

(INSERT CONTRACTOR NAME)

(INSERT ADDRESS)

17. Force Majeure

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply, provided the other Party receives written notice of such force majeure event no later than 30 days from the date such event commenced.

18. Hold Harmless/Indemnification

18.1 It is understood and agreed that, pursuant to Government Code Section 895.4, the CONTRACTOR shall fully defend, indemnify and save harmless COUNTY, its officers, employees and contractors from all claims, suits or actions of every name, kind and description brought for or on account of injury occurring by reason of anything done or omitted to be done by the

CONTRACTOR under or in connection with any work, authority or jurisdiction delegated to CONTRACTOR under this Agreement.

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

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

18.4 The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

19. Insurance

19.1 COUNTY and CONTRACTOR are authorized self-insured or partially self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance and insurance, they have adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this Agreement.

19.2 The Parties agree to notify each other of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

20. Federal Award Administration

This subaward is issued in accordance with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. As a designated subrecipient, CONTRACTOR'S organization must use the funds as outlined in the contract, comply with all applicable federal regulations and submit required performance and financial reports. Pursuant to the Single Audit Act and 2 CFR Part 200 Subpart F, any non-federal entity that expends \$1,000,000 or more in federal funds from all sources in a fiscal year must undergo a single audit. Required performance and financial reports must include the information provided below:

- a. Subrecipient Name:

- b. Subrecipient Unique Entity ID # (UEI):
- c. Federal Program:
- d. Federal Award Identification # (FAIN):
- e. Federal Award Date:
- f. Federal Awarding Agency:
- g. Assistance Listing Number:
- h. Activities:
- i. Federal Award Project Description:
- j. Contract Amount:
- k. Federal Fund %:
- l. Period of Performance:
- m. Pass-through Entity Name:
- n. Pass-through Unique Entity ID:

21. General

21.1 Neither Party shall delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of other Party. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

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

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

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

21.5 CONTRACTOR and COUNTY shall comply with all applicable Federal, State and

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

21.6 CONTRACTOR and COUNTY shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA) including the recording of workplace injuries on COUNTY's OSHA 300 logs.

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

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

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

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

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

explanation to this Agreement.

21.12 CONTRACTOR shall assure that funds provided by this Agreement must be used exclusively for activities that are authorized under the GRANT and any applicable laws, e.g. WIOA. Co-mingling and/or diverting of funds to support the activities of other programs are not authorized.

21.13 The CONTRACTOR will comply with the applicable controls, recordkeeping and accounting procedure requirements of WIOA, federal and state regulations and directives to ensure the proper accounting for funds paid under this Agreement. At such times and in such form, the COUNTY may require statements, records, reports, data, and information pertaining to this Agreement be maintained on file for purpose of an audit or examination.

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

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

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

upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

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

[INSERT COUNTY or CONTRACTOR:]

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

By: _____
Heidi Marshall,
Director of Housing and Workforce Solutions

Dated: _____

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: _____
Braden Holly,
Deputy County Counsel

[INSERT COUNTY or CONTRACTOR:]

SAN BERNARDINO COUNTY, a political subdivision of the State of California, by and through its Workforce Development Department

By: _____
Bradley Gates,
Director of Workforce Development

Dated: _____

APPROVED AS TO FORM:
Laura Feingold
County Counsel

By: _____
Sophie A Curtis,
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICE

A. Purpose:

During the term of the Service Agreement for [INSERT NAME OF GRANT] entered into between CONTRACTOR and COUNTY, CONTRACTOR shall work to deepen regional collaborations, develop and build workforce/education/economic development partnerships, engage employers as full partners in the workforce system, and support the implementation of regional activities [INSERT OTHER PERTINENT GRANT SPECIFIC INFORMATION] in the IERPU.

B. Description of services/deliverables:

The CONTRACTOR shall implement activities as follows: [INSERT SCOPE OF SERVICES].

EXHIBIT B
PAYMENT SCHEDULE

Proposed Scope of work	Product or Outcome
The scope of work for this effort encompasses: 1. [INSERT SCOPE]	Specifically, progress and success will be measured by IERPU regional planning outcomes: A. [INSERT SCOPE]
FY [INSERT YEAR]	\$(INSERT AMOUNT)
2. [INSERT SCOPE]	4. [INSERT SCOPE]
FY [INSERT YEAR]	\$(INSERT AMOUNT)
TOTAL NOT TO EXCEED	\$(INSERT AMOUNT)

EXHIBIT C

INVOICE FORM TO BE PROVIDED ON LETTERHEAD

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