

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



ITEM: 3.30
(ID # 27822)

MEETING DATE:

FROM : HOUSING AND WORKFORCE SOLUTIONS

Monday, September 22, 2025

SUBJECT: HOUSING, AND WORKFORCE SOLUTIONS/ WORKFORCE DEVELOPMENT DIVISION (HWS/WDD): Approve Professional Service Agreement with LanceSoft, Inc, a Virginia Corporation, authorized to conduct business in the State of California, for Employer of Record Services from Oct 1, 2025 through June 30, 2026 for the total amount not to exceed \$500,000; with the option to extend yearly through June 30, 2029 for the total aggregate amount not to exceed \$3,040,000; All Districts. [\$3,040,000 - 100% federal WIOA funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Professional Services Agreement (Agreement) between HWS/WDD and LanceSoft, Inc., for Employer of Record Services, not to exceed Five Hundred Thousand Dollars (\$500,000) in funding for the period of October 1, 2025, through June 30, 2026, with the option to renew for three (3) additional one-year periods via written Amendment through June 30, 2029, for a total aggregate amount Not to Exceed Three Million Forty Thousand Dollars (\$3,040,000);
2. Authorize the Chair of the Board to execute three (3) copies of Agreement on behalf of the County;

Continued on Page 2


ACTION:Policy


Heidi Marshall, Director 9/12/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: September 22, 2025
xc: HWS/WDD, Purchasing

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that exercise the renewal options of the Agreement including modifications to the period of performance; and (b) sign amendments modifying compensation provisions and scope of services, that stay within the intent of the Agreement, that do not exceed the BOS approved total aggregate amount;

4. Direct the Purchasing Agent, to issue Purchase Order(s) to LanceSoft, Inc. for Employer of Record Services pursuant to the compensation terms of Agreement and that do not exceed a total aggregate amount of Three Million Forty Thousand Dollars (\$3,040,000); and,

5. Direct the Clerk of the Board to retain one (1) copy and return two (2) copies of the Agreement to HWS/WDD for distribution.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|--|-----------------------------|--------------------------|---|---------------------|
| COST | \$500,000 | \$760,000 | \$3,040,000 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: 100% Federal Workforce Innovation and Opportunity Act Title I Funds. | | | Budget Adjustment: No | |
| | | | For Fiscal Year: 2025/2026 – 2028/2029 | |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Workforce Development Board (WDB), a private-sector-led policy and oversight body, sets the strategic direction of the County’s workforce system and aligns its priorities with the federal Workforce Innovation and Opportunity Act (WIOA) of 2014. WIOA federal funds support activities that connect individuals, businesses, and educational institutions to advance economic mobility and regional workforce competitiveness. These programs serve both job seekers and employers in Riverside County.

The County of Riverside, through its Housing and Workforce Solutions Department, Workforce Development Division (HWS/WDD), administers WIOA-funded programs and services. As part of this effort, HWS/WDD will contract with LanceSoft, Inc., a professional staffing firm, to provide Employer of Record (EOR) services. As the EOR, LanceSoft, Inc. will assume the legal and administrative responsibilities of employing WIOA-eligible participants, including payroll, workers’ compensation, and related employer obligations. These EOR services will support paid work experience placements for WIOA-eligible adults and dislocated workers who require assistance in gaining foundational work experience. HWS/WDD will oversee program referrals, worksite partnerships, and monitoring efforts to ensure compliance and successful outcomes.

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

These services will be implemented throughout Riverside County, in coordination with participating public, private, and nonprofit work sites. The Agreement will be implemented from October 1, 2025, through June 30, 2026, with the option to renew for up to three (3) additional one-year periods through June 30, 2029.

Impact on Residents and Businesses

This EOR service has no negative impact on residents or businesses. The services proposed under the EOR will provide benefits to Riverside County employers and job seekers. For residents, especially WIOA-eligible adults and dislocated workers, these services will provide valuable paid work experience opportunities that help them develop essential workplace skills, enhance their employability, and transition into long-term, sustainable employment. For businesses, the program provides access to a pool of motivated, pre-screened candidates who are ready to contribute to their operations, with a reduced administrative burden and risk. By bridging the gap between job seekers and employers, this initiative supports workforce development, promotes economic stability, and strengthens the overall local economy.

Contract History and Price Reasonableness

On May 22, 2025, the County of Riverside's Purchasing Department, on behalf of HWS/WDD, issued Request for Proposal (RFP) No. WDARC-0033 to competitively procure Employer of Record services. The County conducted a fair and transparent evaluation process in accordance with County Ordinance No. 459 and federal procurement rules. As a result, LanceSoft, Inc. is the selected provider for Program Year 2025–2026, with services commencing on October 1, 2025. Annual renewals through June 30, 2029, will be based on performance and the continued availability of WIOA funding.

Through the EOR model, LanceSoft, Inc. assumes full employer responsibilities, including payroll, workers' compensation, and related administrative duties, on behalf of participants. This arrangement reduces liability for host employers and increases their willingness to offer paid work experience and on-the-job training to individuals with barriers to employment. These programs help participants gain foundational job skills and improve their long-term employability.

Additional Fiscal Information

The Agreement with LanceSoft, Inc. allows for a maximum annual cost of \$760,000.

Costs for the first year shall be prorated according to the period of performance and shall not exceed \$500,000 for the period of October 1, 2025, through June 30, 2026. The balance of \$260,000 remaining from that first-year maximum annual cost shall be retained as a contingency allowance if needed in future years.

The Agreement includes the option to renew for up to three (3) additional one-year terms at \$760,000 each year, through June 30, 2029, via written amendment, subject to satisfactory contractor performance and the continued availability of WIOA Title I funds.

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

If all renewal options are exercised, total aggregate compensation under the Agreement shall not exceed \$3,040,000 including contingency, as shown in the table below:

| | |
|------------------------------|---------------------|
| Oct 2025 – June 2026 | \$ 500,000 |
| Renewal 1: FY26-27 | \$ 760,000 |
| Renewal 2: FY27-28 | \$ 760,000 |
| Renewal 3: FY28-29 | \$ 760,000 |
| <u>Contingency Allowance</u> | <u>\$ 260,000</u> |
| Contract TOTAL | \$ 3,040,000 |

This project is fully funded with 100% Federal WIOA Title I funds. No General Fund appropriation is required, and no budget adjustment is necessary.

ATTACHMENT:

- Professional Service Agreement with Lancesoft, Inc.

Melissa Curtis

Melissa Curtis, Deputy Director of Purchasing and Fleet

9/16/2025

Stacey Pena

Stacey Pena, EO Management Analyst

9/16/2025

Aaron Gettis

Aaron Gettis, Chief of Deputy County Counsel

9/16/2025

PROFESSIONAL SERVICE AGREEMENT

FOR

EMPLOYER OF RECORD SERVICES

between

COUNTY OF RIVERSIDE

and

LANCESOFT, INC.



TABLE OF CONTENTS

| <u>SECTION HEADING</u> | <u>PAGE NUMBER</u> |
|---|---------------------------|
| 1. Description of Services | 4 |
| 2. Period of Performance | 4 |
| 3. Compensation | 4 |
| 4. Alteration or Changes to the Agreement | 6 |
| 5. Termination..... | 7 |
| 6. Ownership/Use of Contract Materials and Products | 8 |
| 7. Conduct of Contractor..... | 8 |
| 8. Inspection of Service: Quality Control/Assurance | 8 |
| 9. Independent Contractor/Employment Eligibility..... | 9 |
| 10. Subcontract for Work or Services..... | 10 |
| 11. Disputes | 10 |
| 12. Licensing and Permits | 11 |
| 13. Use by Other Political Entities..... | 11 |
| 14. Non-Discrimination | 11 |
| 15. Records and Documents | 12 |
| 16. Confidentiality | 12 |
| 17. Administration/Contract Liaison | 13 |
| 18. Notices | 13 |
| 19. Force Majeure | 13 |
| 20. EDD Reporting Requirements | 13 |
| 21. Hold Harmless/Indemnification..... | 14 |
| 22. Insurance | 15 |
| 23. Federal Award Identification | 17 |
| 24. General | 18 |
| Exhibit A-Scope of Service | 23 |
| Exhibit B- Payment Provisions..... | 25 |
| Exhibit C- Invoice/Payment Template..... | 26 |
| Exhibit D – Work Site Agreement Template..... | 27 |

This Agreement is made and entered into effective the 1st day of October, 2025, by and between LanceSoft, Inc., a Corporation of Virginia, authorized to conduct business in the State of California (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its DEPARTMENT OF HOUSING AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (WDD), (herein referred to as "COUNTY").

RECITALS

WHEREAS, the COUNTY has entered into a grant agreement with the State of California, hereinafter referred to as the "Grantor," pursuant to the Workforce Innovation and Opportunity Act of 2014 (WIOA); and

WHEREAS, WIOA authorizes state and local workforce agencies such as the COUNTY, through the Riverside County Workforce Development Board, to provide oversight for the WIOA programs, including, but not limited to meeting State workforce performance goals, while addressing the workforce needs of the local economy, and

WHEREAS, in connection with the State of California to administer the WIOA programs, the COUNTY issued a Request for Proposal #WDARC-0033, Program Year 2025-2029 (RFP) on May 27, 2025, to solicit Employer of Record services. The RFP is incorporated herein by this reference; and

WHEREAS, CONTRACTOR responded to the RFP and based on CONTRACTORS prior experience implementing employer of record services, COUNTY awarded CONTRACTOR with an allocation of WIOA funds to provide Employer of Record services; and

WHEREAS, the COUNTY desires to contract with the CONTRACTOR based on its expertise, special skills, knowledge, and experience in providing such services, as more specifically set forth in the 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 Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions, and the RFP, at the not to exceed fee stated in Paragraph 3.1 to the Agreement. The RFP and CONTRACTOR's response to the RFP submitted on June 24, 2025, are each hereby incorporated herein by this reference.

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

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

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

2. Period of Performance

2.1 The CONTRACTOR shall perform the scope of services for the COUNTY in a timely manner and to COUNTY'S satisfaction, as more specifically set forth in Exhibit A, Scope of Services, and in Exhibit B, Payment Provisions, as such services are necessary for the provision of Employer of Record. This Agreement shall be effective October 1, 2025, through June 30, 2026, with the option to renew for three (3) additional one (1) year periods through June 30, 2029, via written Amendment only, unless terminated earlier. Annual renewals shall be contingent upon approval by the COUNTY's Housing and Workforce Solutions Department, Workforce Development Division (HWS/WDD), based on CONTRACTOR's satisfactory performance and the continued availability of Workforce Innovation and Opportunity Act (WIOA) funding. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

3. Compensation

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided, and expenses incurred for the Scope of Services defined in Exhibit A, pursuant to the Payment Provisions set forth in Exhibit B. Maximum payments by COUNTY to CONTRACTOR shall not exceed five-hundred thousand dollars (\$500,000.00) for the period of October 1, 2025, through June 30, 2026, including all expenses. The

COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount, except for legally mandated fees, penalties, or costs, and shall have no obligation to purchase any specified number of services or products, unless agreed to by the COUNTY in writing.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to request an annual increase to be considered and approved by COUNTY. Frequency of increase amount(s) shall not exceed more than one (1) request within each annual term of the Agreement. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Items - Riverside-San Bernardino-Ontario CA and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors. Annual CPI increase will be calculated using the over-the-year percentage change most recent month/year data posted prior to the date of the annual increase written request and as provided by the U.S. Bureau of Labor Statistics.

3.3 A Purchase Order (PO) will be issued by an authorized buyer for the service requested and/or goods ordering as it pertains to this Agreement. The PO will include, at minimum, line-item description, quantity, price, unit of measure, total purchase request, applicable taxes, Agreement reference as well as appropriate department information for scheduling and/or delivery.

3.4 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within ten (10) days from the last day of each calendar month, and conforming to Exhibit C, attached hereto, and incorporated herein by this reference, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Riverside County

Workforce Development Division

ATTN: hws-wdd-contracts@rivco.org

1325 Spruce St. Suite 400

Riverside, CA 92507

- a) Each invoice shall include, at a minimum, the invoice number and date, remittance address, an itemized description of services rendered, the applicable hourly rate and corresponding

extended totals (if applicable), and the total invoice amount. Invoices must be accompanied by sufficient supporting documentation to substantiate all charges billed, including, but not limited to, verified participant timesheets, payroll registers, and any other records required to demonstrate compliance with program guidelines. All invoices shall conform to the format outlined in the Invoice Form attached hereto as Exhibit C and must be submitted in accordance with the timeline and requirements specified in this Agreement.

- b) Invoices shall be rendered monthly in arrears, unless otherwise approved in writing by COUNTY. CONTRACTOR may request to submit invoices on a biweekly basis, subject to COUNTY's prior written approval. Regardless of the invoicing frequency, all invoices must reflect services already rendered and must comply with the documentation requirements outlined in this Agreement.

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

4. Alteration or Changes to the Agreement

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or designee are the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

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

5. Termination

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

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

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

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

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

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

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<https://www.visualofac.com/regulations/excluded-parties-list-system/>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

6. Ownership/Use of Contract Materials and Products

The CONTRACTOR agrees that all materials, reports, or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not 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 authorization of the COUNTY.

7. Conduct of Contractor

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

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

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

8. Inspection of Service; Quality Control/Assurance

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

value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

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

9. Independent Contractor/Employment Eligibility

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

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

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

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this

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

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

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

10. Subcontract for Work or Services

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

11. Disputes

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

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

12. Licensing and Permits

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

13. Use By Other Political Entities

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

14. Non-Discrimination

CONTRACTOR shall comply with the nondiscrimination and equal opportunity provisions found in Section 188 of WIOA and 29 CFR Part 38 prohibit discrimination on the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical conditions, transgender status, and gender identity); national origin (including Limited English Proficiency); age; disability; political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I-financially assisted program or activity. The CONTRACTOR will “comply fully with the nondiscrimination and equal opportunity provisions of the WIOA” (29 CFR Part 38 Preamble) and acknowledge the government’s right to seek judicial enforcement of the nondiscrimination assurance; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair

Employment Practices Act (commencing with Section 1410 of the Labor Consultant), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

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

15. Records and Documents

CONTRACTOR agrees to retain all records pertaining to this Agreement for a period of seven (7) years after termination of this Agreement. If, at the end of seven (7) years, there is an ongoing litigation or an audit involving those records, the CONTRACTOR shall retain the records until the resolution of such litigation or audit is completed. The Department of Labor, the Grantor, and the COUNTY reserve the right to monitor and visit, announced or unannounced, the CONTRACTOR facilities at any time during normal business hours. The monitoring shall be conducted in accordance with the COUNTY WIOA Monitoring Guide and WIOA State Directives. The Department of Labor, the Grantor, and the COUNTY reserve the right to examine, monitor and audit all records, documents, conditions and activities related to programs funded by this Agreement. For purposes of this section, “access to” means that the CONTRACTOR shall at all times maintain within the State of California a complete set of records and documents related to programs funded by this Agreement.

16. Confidentiality

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

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third-party requests for disclosure of such information. The

CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. Administration/Contract Liaison

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

18. Notices

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

COUNTY OF RIVERSIDE

WORKFORCE DEVELOPMENT DIVISION
ATTN: HEIDI MARSHALL
DIRECTOR OF HWS
1325 SPRUCE ST. SUITE 400
RIVERSIDE, CA 92507

CONTRACTOR

LANCESOFT, INC.
ATTN: CONTRACTS DEPARTMENT
2121 COOPERATIVE WAY, SUITE 130
HERNDON, VA 20171

19. Force Majeure

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

20. EDD Reporting Requirements

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the

CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under “Employment Development Department” or access their Internet site at www.edd.ca.gov.

21. Hold Harmless/Indemnification

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

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

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

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

21.5 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

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

22. Insurance

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

A. Workers' Compensation:

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

B. Commercial General Liability:

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

C. Vehicle Liability:

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

D. Professional Liability

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

E. General Insurance Provisions - All lines:

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

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

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements

or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

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

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

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

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

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

23. Federal Award Identification

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, your 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.

- a. **Subrecipient Name:** LanceSoft, Inc.
- b. **Subrecipient Unique Entity ID # (UEI):** LD9NAKJNJPH4
- c. **Federal Program:** Workforce Innovation and Opportunity Act
- d. **Federal Award Identification # (FAIN):** 25A55AY000154
- e. **Federal Award Date:** 07/22/2025

- f. **Federal Awarding Agency:** Department of Labor: Employment and Training Administration
- g. **Assistance Listing Number:** 17.258 - WIOA Adult, 17.278 - WIOA Dislocated Worker
- h. **Activities:** Provision of Employer of Record (EOR) services for eligible program participants, including payroll processing, workers' compensation coverage, and employment administration for temporary work-based learning placements.
- i. **Federal Award Project Description:** Workforce development services funded under the Workforce Innovation and Opportunity Act to support transitional job placements and expand employment access for individuals with barriers to employment.
- j. **Contract Amount:** \$500,000
- k. **Federal Fund %:** 100%
- l. **Period of Performance:** October 1, 2025 - June 30, 2026
- m. **Pass-through Entity Name:** County of Riverside- Housing & Workforce Solutions Department, Workforce Development Division
- n. **Pass-through Unique Entity ID:** TXNNBFKQ6NY5

24. General

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

24.2 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.

24.3 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.

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

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

24.6 Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to

be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

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

24.8 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.

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

24.10 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.

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

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

24.13 If any project produces patentable items, patent rights, processes or inventions in the course of work under a Department of Labor (DOL) grant or agreement, the CONTRACTOR shall report the fact promptly and fully to the COUNTY. The COUNTY shall report the fact to the Grant Officer at DOL. Unless there is a prior agreement between the COUNTY and the DOL or its representative on these matters, DOL shall determine whether to seek protection on the invention or discovery. DOL or its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will

be allocated and administered in order to protect the public interest consistent with the following Patent Policy found at 29 CFR 95.36 and 29 CFR 97.34.

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

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

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

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

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

24.19 The CONTRACTOR shall establish and implement appropriate internal management procedures to prevent fraud, abuse and criminal activity. Further, the CONTRACTOR shall establish a reporting process to ensure that the COUNTY is notified immediately of any allegation of WIOA-related fraud, abuse or criminal activity or any suspected or proven fraud, abuse or criminal acts committed by staff

or participants. If the allegation is of any emergency and/or fiscal nature, it shall be reported to the COUNTY'S Administration Unit at (951) 955-3100, and immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the CONTRACTOR's file.

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

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

24.22 This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of 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.

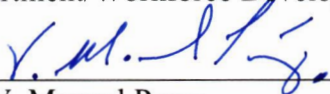
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[Signatures on Following Page]

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

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

LANCESOFT, INC.

By: 
V. Manuel Perez
Board of Supervisors, Chair

By: Pavan Kumar
Pavan Kumar
Sr. Contracts Manager


Dated: SEP 22 2025

Dated: 09/11/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM
MINH C. TRAN
COUNTY COUNSEL

By: 

Paula Salcido
Deputy County Counsel

Dated: 09/11/2025

EXHIBIT A
SCOPE OF SERVICES

CONTRACTOR Responsibilities must include, but are not limited to:

A. Payroll Services:

1. CONTRACTOR shall be responsible for payment of wages, as reported by COUNTY, through the CONTRACTOR's payroll, including making the appropriate deductions, withholdings, and premium payments under applicable federal, state, and local laws
2. Direct deposit CONTRACTOR shall be responsible for providing participants with automated and secure payment solutions in addition to the option for direct deposit
3. CONTRACTOR shall be responsible for and track any garnishments detracted from employee wages
4. CONTRACTOR will respond to employment and wage verification Requests.
5. State quarterly withholding tax filings and deposits CONTRACTOR will pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers' compensation in an amount no less than required by law.
6. CONTRACTOR will handle Federal unemployment administration and related document filings
7. CONTRACTOR will be responsible for W-2 preparation and distribution.
8. CONTRACTOR shall comply with all applicable California labor laws, including California Labor Code Section 246 regarding paid sick leave. Contractor shall accrue paid sick leave for all participants who work at least 30 days in a calendar year. Participants who reach 90 calendar days of employment shall be eligible to use accrued sick leave. Contractor is responsible for managing accrual, tracking, and use of sick leave, and must ensure that participants are informed of their rights in accordance with state requirements.
9. CONTRACTOR shall immediately notify COUNTY of any reported injury and/or Workers' Compensation claims related to a participant.
10. CONTRACTOR shall promptly notify COUNTY of any reported claims of harassment, discrimination, and/or claims of any violation of law governing the participant's employment, including allegations or reports of any irregularities or discrepancies by participant.

B. Onboarding Services:

1. CONTRACTOR will be the single point of contact for New-hire Paperwork Processing
2. CONTRACTOR will be responsible for Record keeping of right-to-work documentation
3. CONTRACTOR will be conducting a Post-Offer Drug Testing and Criminal Background Check, if required by County for an additional fee
4. CONTRACTOR will be responsible for Maintenance of Personnel Records

C. Workers' Compensation Requirements:

1. CONTRACTOR shall be responsible for providing Workers Compensation Coverage to participants
2. CONTRACTOR shall be responsible for Workers Compensation Claims Administration Processing
3. CONTRACTOR will act as a liaison between jobseeker and worker's compensation insurance carrier from claims and payments
4. CONTRACTOR will maintain a Certificate of Insurance with adequate coverage
5. CONTRACTOR will provide Return to work assistance for employees who are returning from approved leaves of absence

COUNTY Responsibilities

1. Enter into a signed Work Site Agreement with the work site prior to participant entering their work experience as agreed upon by both parties.
2. COUNTY will provide CONTRACTOR with all required onboarding request information in accordance with Contractor's onboarding process and provided payroll/onboarding calendar.
3. Verification of participant's right to work documents; specifically, completion of Section Two of the participant's I-9 form electronically via the CONTRACTOR's HRIS Platform. Participant I-9 forms shall be completed at the time of hire and before participant commences work.
4. If COUNTY submits a request to offboard / terminate a participant, COUNTY shall notify CONTRACTOR at least 4 days in advance of the requested last day of work (includes when participant completes his or her work experience); COUNTY shall also notify CONTRACTOR immediately in the event a participant voluntarily quits his or her work experience. If COUNTY fails to notify CONTRACTOR in accordance with this term, COUNTY shall be responsible for compensating CONTRACTOR for payments made to participant for the costs of waiting time penalties, per Labor Code section 203.
5. COUNTY shall collect and maintain a copy of each work site's Injury and Illness Prevention Program (IIPP) and shall provide a copy to the CONTRACTOR upon request.
6. COUNTY shall collect and maintain a copy of each work site's Certificate of Insurance (COI) for each insurance policy required to be maintained pursuant to the Work Site Agreement between COUNTY and the work site and shall provide a copy to the CONTRACTOR upon request.
7. COUNTY shall immediately notify CONTRACTOR of any reported injury and/or Workers' Compensation claims related to a participant.
8. COUNTY shall promptly notify CONTRACTOR of any reported claims of harassment, discrimination, and/or claims of any violation of law governing the participant's employment, including allegations or reports of any irregularities or discrepancies by participant.

EXHIBIT B
PAYMENT PROVISIONS

I. Contract Reimbursement Structure

The Contractor shall be reimbursed for Employer of Record (EOR) services based on actual participant hours worked at a fully loaded hourly rate not to exceed:

| Total payroll rate Component | % of Base Pay | \$ per Hour |
|-------------------------------------|----------------------|--------------------------------|
| Base Pay | 100% | \$25.00 |
| Statutory Burden | 13% | \$3.25 |
| Overhead (Program Support) | 4% | \$1.00 |
| Administrative | 2.50% | \$0.63 |
| Background Check Cost | | Based on the Receipt |
| Total Billable Rate | 19.50% | \$29.88/hour + BGC Cost |

Note: The maximum reimbursable base wage is capped at \$25.00/hour. Any amount paid above this will not be reimbursed.

II. Participant Work Limits

To comply with program guidelines, the following limits apply:

- No participant may exceed **480 total hours** of paid placement.
- No participant may remain active in the program beyond **26 calendar weeks**, regardless of hours worked.
- The Contractor is responsible for tracking hours and program length for each participant. Any hours worked beyond these limits are ineligible for reimbursement.

III. Maximum Contract Amount

The total reimbursement to the Contractor shall not exceed **\$500,000** for the contract period, inclusive of wages, fringe, overhead, and administrative fees.

EXHIBIT C

INVOICE FORM TO BE PROVIDED ON LETTERHEAD

SAMPLE

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

EXHIBIT D

WORK SITE AGREEMENT TEMPLATE

Between

[CUSTOMER]

And

[INSERT WORK SITE NAME]

This Agreement outlines the roles and responsibilities of both [CUSTOMER] (hereinafter “CUSTOMER”) and [WORK SITE] (hereinafter “WORK SITE”) in relation to the placement of program PARTICIPANTS (“PARTICIPANTS”) at the WORK SITE. LanceSoft, Inc. (“LANCESOFT”) will serve as the Employer of Record for PARTICIPANTS placed under this program. As the Employer of Record, LANCESOFT is responsible for managing all payroll functions and employer-related responsibilities, including but not limited to the administration of wages, payroll taxes, unemployment insurance, workers’ compensation coverage, and any other applicable employment-related obligations. LANCESOFT will provide workers’ compensation coverage for all PARTICIPANTS during the full duration of their placement at the WORK SITE.

1. WORK SITE Responsibilities

- a. WORK SITE agrees to provide [PARTICIPANT names] (hereafter called “PARTICIPANT”) with the opportunity to work in the capacity of [job title], which will enhance long-term employability skills through work exposure (career exploration) and to gain entry-level work readiness skills (work maturity) for future employment opportunities. WORK SITE shall train the PARTICIPANT in work maturity skills and work readiness skills, and in accordance with the agreed-upon workplace competencies (See Attachment A, attached hereto and incorporated by reference, for Training Outline).
- b. WORK SITE shall have the responsibility for the day-to-day control and supervision of PARTICIPANTS. It must provide PARTICIPANT with supervision, training, and work assignments in accordance with the job description.
- c. WORK SITE shall allow for monitoring visits by representatives of LANCESOFT and CUSTOMER.
- d. WORK SITE shall notify CUSTOMER and LANCESOFT if any position is subject to any state, federal, or local minimum or prevailing wage requirements, or subject to the terms of a collective bargaining agreement, before PARTICIPANT onboarding.
- e. WORK SITE shall not entrust PARTICIPANTS with the care of unattended premises, or unsupervised custody or control of cash, credit cards, valuables, or other similar property without the prior written approval of LANCESOFT.
- f. WORK SITE shall ensure PARTICIPANTS receive meal and rest breaks in compliance with both California Law and LANCESOFT’s Policy and Procedures manual. WORK SITE agrees to accurately track and provide to CUSTOMER and LANCESOFT a time record for all hours worked by each PARTICIPANT on a bi-weekly basis. The time record shall include all of the PARTICIPANT’s start and end times, as well as meal periods and rest breaks. WORK SITE will be responsible for ensuring PARTICIPANTS enter and approve accurate timesheets. Billed rates will be increased to reflect overtime hours worked and meal period premiums according to state or local law.

- g. If WORK SITE submits a request to offboard a PARTICIPANT, WORK SITE shall notify CUSTOMER at least 4 days in advance of the requested last day of work (includes when PARTICIPANT completes his or her work experience); WORK SITE shall also notify CUSTOMER immediately in the event a PARTICIPANT voluntarily quits his or her work experience. Suppose WORK SITE fails to notify CUSTOMER in accordance with this term. In that case, WORK SITE shall be responsible for compensating CUSTOMER for payments made to PARTICIPANT for the costs of waiting time penalties, per Labor Code section 203.
- h. WORK SITE shall supervise the PARTICIPANT and provide all necessary safety instructions and safety-related equipment required or reasonably needed to protect against injury or illness while on-site. Where the WORK SITE provides special clothing or equipment to its own employees, it shall also offer the same to the PARTICIPANT.
- i. WORK SITE shall ensure that the PARTICIPANT is exposed to all the customary practices of the WORK SITE and the normal requirements of the job, including the WORK SITE's personnel practices and policies.
- j. WORK SITE shall maintain the confidentiality of any information obtained about the PARTICIPANT or their immediate family through application forms, interviews, reports, or any other sources.
- k. WORK SITE shall immediately notify both the CUSTOMER and LANCESOFT if a case of COVID-19 is detected at the WORK SITE. This includes, but is not limited to, situations where a PARTICIPANT, WORK SITE staff member, or a third-party who closely interacts with either tests positive for COVID-19.

2. CUSTOMER Responsibilities

- a. CUSTOMER will visit the WORK SITE intermittently, but at least every month, for the purpose of monitoring this agreement and reviewing PARTICIPANT progress.
- b. CUSTOMER will submit time sheets electronically if possible; otherwise, CUSTOMER will visit the WORK SITE to collect timesheets and submit for payroll processing or submit electronically as a preferred process.
- c. CUSTOMER will provide case management services for the PARTICIPANTS, including managing all employment paperwork and onboarding of PARTICIPANT.

3. Compliance with Federal, State, and Local Laws

- a. PARTICIPANTS must complete all legally required documentation and provide valid documentation to CUSTOMER prior to beginning paid work experience at the WORK SITE.
- b. WORK SITE shall ensure that PARTICIPANTS under the age of 18 do not exceed eight (8) hours per day or forty (40) hours per week, in accordance with applicable labor laws. If PARTICIPANTS over the age of 18 exceed eight (8) hours per day or forty (40) hours per week, the WORK SITE shall be responsible for payment of all applicable overtime wages. Additionally, the WORK SITE shall ensure that no PARTICIPANT exceeds a total of four hundred eighty (480) hours under this program
- c. WORK SITE certifies that it provides a drug-free workplace, required by the California Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.).
- d. WORK SITE shall comply with all applicable federal, state, and local laws and regulations to create a safe and accessible work environment, including but not limited to, federal and state Occupational Safety and Health Administration ("OSHA") laws and regulations, including the recording of workplace injuries on CUSTOMER's OSHA 300 logs. WORK SITE agrees to provide PARTICIPANTS with new-hire safety orientation and regular safety training and meetings in accordance with Cal-OSHA for the WORK SITE's industry.
- e. WORK SITE shall comply with the requirements of the Fair Labor Standards Act, the California Labor Code, the California Industrial Wage Orders, Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act,

the Hatch Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, Workforce Innovation and Opportunity Act (“WIOA”), and all other federal, state, and local laws and regulations governing the hiring or employment of PARTICIPANT.

- f. If the regulations promulgated pursuant to WIOA are amended or revised, it shall comply with them or will notify CUSTOMER within 30 days after promulgation of the amendments or revision that it cannot so conform.
- g. WORK SITE shall ensure that PARTICIPANTS under the age of 21 will not have access to, distribute, sell, serve, or come in contact with alcohol or tobacco products. For those individuals over age 21, the WORK SITE shall ensure the individual receives proper training for selling, pouring, and distributing alcohol and tobacco products. Violation of this policy will result in termination of the WORK SITE agreement.
- h. WORK SITE shall not host PARTICIPANTS if the site is experiencing abnormal labor conditions such as strikes, lockouts, or layoffs, or if the placement of a PARTICIPANT would result in the displacement of current employees or negatively impact the employment or promotional opportunities of existing or laid-off staff.
- i. WORK SITE and/or the PARTICIPANT shall not be involved in training activities that assist, promote, or deter union organization.
- j. PARTICIPANT shall not be employed on the construction, operation, or maintenance of any facility that is used or to be used for sectarian instruction, or as a place for religious worship.
- k. WORK SITE management shall inform CUSTOMER immediately if they become aware that there is an employee or other person at the WORK SITE that PARTICIPANT may come into contact with who is listed as a Registered Sex Offender.
- l. WORK SITE and CUSTOMER agree to the retention of all required records, as per 29 CFR 95.53, for no less than 3 years following the completion of this agreement.
- m. WORK SITE shall comply with all applicable federal, state, and local orders, advisories, and guidelines on COVID-19 related workplace restrictions and notification obligations, including but not limited to those from the Center for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), the California Division of Occupational Safety and Health of California, local county, or any other applicable government entity.
- n. In the event that PARTICIPANTS are employed under a full-time employee classification and there is a finding by an applicable court of law that a joint-employment relationship exists between LANCESOFT and WORK SITE, both parties agree that they shall work collaboratively to ensure compliance with all remedial legal obligations, which includes but is not limited to pension enrollment, employer / employee contributions, and defense / indemnity of any claims, administrative actions, litigation, or other proceedings related to pension and fringe benefit obligations.

4. Term, Termination, Waiver, and Modification

- a. The period of this Agreement is from [START DATE] – [END DATE] (“Term”).
- b. CUSTOMER may, in its sole discretion, terminate this Agreement at any time, for any reason, without penalty, and require the removal of the PARTICIPANT from the WORK SITE if determined to be in the PARTICIPANT’s or CUSTOMER’s best interest. The WORK SITE may terminate this Agreement for any reason, without penalty, upon 15 days written notice to CUSTOMER.
- c. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given

5. Worker's Compensation and Employment Claims

- a. WORK SITE shall immediately notify CUSTOMER and LANCESOFT of any injury and/or Workers' Compensation Claims related to a PARTICIPANT.
- b. WORK SITE shall promptly report to CUSTOMER and LANCESOFT any claims of harassment, discrimination, and/or claims of any violation of law governing the PARTICIPANT's employment, including allegations or reports of any irregularities or discrepancies by PARTICIPANT.
- c. WORK SITE must secure CUSTOMER and LANCESOFT's written approval prior to PARTICIPANT's use of motor vehicles or heavy equipment. CUSTOMER must also be in compliance with LANCESOFT's driving policy in the event that a PARTICIPANT uses such motor vehicles or heavy equipment during the course of the program.

6. Insurance and Indemnification

WORK SITE shall maintain insurance as listed below:

- a. Comprehensive commercial general liability, property loss, and personal injury insurance with a combined single limit of no less than one million dollars (\$1,000,000.00) per occurrence; The Commercial General Liability Policy shall name CUSTOMER and LanceSoft, Inc., its directors, officers, and employees as Additional Insureds.
- b. Workers' compensation as required under the Workers' Compensation and Safety Act of the State of California, as amended from time to time for WORK SITE's employees only (not PARTICIPANTS).
- c. The WORK SITE shall indemnify and hold harmless CUSTOMER and LANCESOFT, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, to the extent caused by intentional or negligent acts or omissions arising from their responsibilities, duties, and compliance obligations required under this Agreement.
- d. WORK SITE shall be liable for and shall indemnify, defend and hold both CUSTOMER and LANCESOFT harmless against any costs, expenses, claims, suits, judgments, loss or damage (including reasonable attorneys' fees) arising from any and all wage and hour violations or breach of any labor and employment laws due to the fault, willful misconduct, or negligence of the WORK SITE.

7. Notices

- a. All notices and other communications required or permitted to be given under this agreement, including but not limited to any notice of change of address, must be directed to the following individuals:

CUSTOMER:

[INSERT INFORMATION]

WORK SITE:

[INSERT INFORMATION]

LANCESOFT

Workforce Development
 Insert subcontractor name
 And Address

The parties each represent and warrant that the signatories below are authorized to sign this agreement on behalf of themselves or the party on whose behalf they execute this agreement.

THE PARTIES HEREBY EXECUTE THIS AGREEMENT with their signature below.

| CUSTOMER | WORK SITE |
|-------------------|-------------------|
| By: _____ | By: _____ |
| Print Name: _____ | Print Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

ATTACHMENT A to Job Site Agreement

(if Applicable)

TRAINING OUTLINE:

Job Site Name: []

Total Weeks / Hours: []

Total hours authorized per week: []

Hourly compensation: \$[]

Job Site contact person & phone number: []

Scheduled date of completion: []

SPECIFICS SKILLS TRAINING OUTLINE:

CORE SKILL COMPETENCIES/INDICATORS:

JOB TITLE AND DETAILED DESCRIPTION:







WDARC- 918866 EOR Agreement

Final Audit Report

2025-09-11

| | |
|-----------------|--|
| Created: | 2025-09-10 |
| By: | Joselyn Garcia-Rojas (jgrojas@rivco.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA8htVaX00GdvrFReZ5u0kUhrRCZNBa3ii |

"WDARC- 918866 EOR Agreement" History

-  Document created by Joselyn Garcia-Rojas (jgrojas@rivco.org)
2025-09-10 - 11:29:51 PM GMT- IP address: 158.61.6.1
-  Document emailed to pavanv@lancesoft.com for signature
2025-09-10 - 11:32:40 PM GMT
-  Email viewed by pavanv@lancesoft.com
2025-09-11 - 11:57:49 AM GMT- IP address: 104.47.74.254
-  Signer pavanv@lancesoft.com entered name at signing as Pavan Kumar
2025-09-11 - 11:58:23 AM GMT- IP address: 115.99.243.112
-  Document e-signed by Pavan Kumar (pavanv@lancesoft.com)
Signature Date: 2025-09-11 - 11:58:25 AM GMT - Time Source: server- IP address: 115.99.243.112
-  Agreement completed.
2025-09-11 - 11:58:25 AM GMT

WDARC- 918866 EOR Agreement (part 1) - PL #202570528

Final Audit Report

2025-09-11

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| Created: | 2025-09-11 |
| By: | Joselyn Garcia-Rojas (jgrojas@rivco.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAsdafJpBqUlbyyADG3b2dQNadijzwVgea |

"WDARC- 918866 EOR Agreement (part 1) - PL #202570528" History

-  Document created by Joselyn Garcia-Rojas (jgrojas@rivco.org)
2025-09-11 - 2:51:50 PM GMT- IP address: 158.61.6.1
-  Document emailed to psalcido@rivco.org for signature
2025-09-11 - 2:52:54 PM GMT
-  Email viewed by psalcido@rivco.org
2025-09-11 - 3:09:19 PM GMT- IP address: 104.47.65.254
-  Signer psalcido@rivco.org entered name at signing as PAULA S. SALCIDO
2025-09-11 - 3:11:32 PM GMT- IP address: 158.61.14.12
-  Document e-signed by PAULA S. SALCIDO (psalcido@rivco.org)
Signature Date: 2025-09-11 - 3:11:34 PM GMT - Time Source: server- IP address: 158.61.14.12
-  Agreement completed.
2025-09-11 - 3:11:34 PM GMT