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WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

COST REIMBURSEMENT AGREEMENT

FOR YOUTH OPPORTUNITY CENTER OPERATIONS

OCTOBER 1, 2025 THROUGH JUNE 30, 2026

BETWEEN

THE COUNTY OF RIVERSIDE

AND

CALIFORNIA FAMILY LIFE CENTER

(Jurupa Valley aka Rubidoux Youth Opportunity Center)

SEP 2 2 2025 3.31

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THIS WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) COST REIMBURSEMENT AGREEMENT FOR YOUTH OPPORTUNITY CENTER OPERATIONS FROM OCTOBER 1, 2025 THROUGH JUNE 30,2026 ("Agreement"), entered into on the 1st day of OCTOBER, 2025, is by and between CALIFORNIA FAMILY LIFE CENTER, a California non-profit corporation hereinafter referred to as ("Subrecipient"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Housing and Workforce Solutions Department/Workforce Development Division ("County"). Subrecipient and the County are sometimes individually referred to herein as a "Party" and together as the "Parties."

RECITALS:

WHEREAS, on July 22, 2014, the Workforce Innovation and Opportunity Act (WIOA) was signed into law. (Pub. L. 113-128);

WHEREAS, the purpose of WIOA is to improve job and career options for our nation's workers and jobseekers through an integrated, job-driven public workforce system that links diverse talent to businesses. WIOA supports the development of strong, vibrant regional economies where businesses thrive and people want to live and work, and, as a result, improve the quality of the workforce, and enhance the productivity and competitiveness of the United States;

WHEREAS, WIOA encourages greater collaboration among employers, high schools and community colleges, and promotes innovative pay-for-performance models to ensure that funds are being spent effectively and efficiently;

WHEREAS, the County receives funding from WIOA through a subgrant ("Subgrant") with the State of California Employment Development Department ("EDD") authorizing and enabling it to contract with public agencies and private for-profit and non-profit organizations to provide job training activities and related services that are in addition to those which would otherwise be available in the area in the absence of such funds;

WHEREAS, a Request for Proposal ("RFP") was released on February 26, 2025, and closed on March 26, 2025 to seek qualified and suitable service providers for the performance period from July 1, 2025 through June 30, 2026 with option to extend agreement for additional 1 - year through June 30, 2030, unless terminated earlier. This renewal shall be subject to HWS/WDD's approval based upon the satisfactory contractor performance and continued allocation of WIOA funds;

WHEREAS, the County and Subrecipient desire to enter into an agreement relating to the provision of the Program as more specifically set forth below.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual covenants and conditions hereinafter set forth, the Parties hereby do agree as follows:

A. **Term of Agreement**

The term of this Agreement shall commence on October 1, 2025, through June 30, 2026, with option to renew for one (1) additional annual year via written Amendment only through June 30, 2027, with no obligation by the County of Riverside to purchase any specified amount of services.

B. **Description of Services**

The Subrecipient shall operate a County of Riverside WIOA year-round youth program through the Youth Opportunity Center located in Jurupa Valley, California in accordance with the provisions of the WIOA. During the Term of this Agreement, including any extensions thereto, Subrecipient shall perform the following services, (i) all services set forth in the Scope of Work attached hereto as **Exhibit 1** and incorporated herein by this reference, (ii) all services set forth in the Riverside County Workforce Innovation and Opportunity Act Year-Round Youth Programs Youth Opportunity Centers ("YOC").

C. **Service of Notice**

Formal notices, correspondence, and communications to be given hereunder by either Party shall be made in writing and shall be deemed communicated three (3) days after the date of postmark. The representatives of the respective Parties are authorized to administer this Agreement and are the persons to whom formal notices, correspondence and communications shall be given.

If to the County of Riverside:

Riverside County Housing and Workforce Solutions Department

1325 Spruce St., #110

Riverside, California 92507

Attention: Heidi Marshall, Director of Housing and Workforce Solutions

Phone: (951) 955-3100; Fax: (951) 955-3131

If to the Subrecipient:

California Family Life Center
Attn: Mary Jo Ramirez, Executive Director
930 North State Street
Hemet, CA 92543
Phone (951) 765-0917 / Fax: (951) 652-8287

If the name or address of the person designated to receive the notices, correspondence or communications changes, written notice shall be given within five (5) working days of said change.

D. Parties to the Agreement and Administration

The Parties to this Agreement are the County of Riverside, by and through its Housing and Workforce Solutions Department/Workforce Development Division ("County") and California Family Life Center, ("Subrecipient"). The Subrecipient certifies that it is currently registered with the Secretary of State of the State of California and has a valid California Business License on file with the County. The Director of the Housing and Workforce Solutions Department ("Director"), or designee, shall administer this Agreement on behalf of the County.

E. Assignment

The Subrecipient shall not delegate or assign this Agreement whether by operation of law or otherwise, nor enter into any agreement with any other party or transfer any interest or obligate any interest in this Agreement without prior written consent of the County. Subcontracting with Contractors defined below in **Section H.1** is allowable and does not require County approval, but service must be related to the support of the program. A written Service Contract ("SC") conforming in form and substance to the SC template shall be in place before service may be rendered. A copy of the SC template is hereby incorporated by reference and made a part of this Agreement as if attached hereto, and can be found at: (https://rivcounty.sharepoint.com/sites/wodcXnt/SitePages/Youth%20Data.aspx?RootFolder=%2Fsites%2FwodcXnt%2FYouth%20Data%2FTemplates&FolderCTID=0x0120005D75909A37445F48BB0CA4D9BEADD73A&View=%7B52E0F3F4%2D9E17%2D43A4%2D90AF%2D323D377067F5%7D).

F. Independent Contractor/Subrecipient Status

The Subrecipient 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 Subrecipient (including its employees, agents, Contractors 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 the Subrecipient shall hold the 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 Subrecipient in the performance of this Agreement is subject to the control or direction of the County merely as to the results to be accomplished and not as to the means and methods for accomplishing the results. The Subrecipient is considered a "Subrecipient" of funds provided to the County through its Subgrant with the State of California. The Subrecipient is subject to all regulations and federal uniform guidance governing the use of WIOA funds.

G. Funding

1. Compensation

The County shall pay the Subrecipient the maximum amount not to exceed seven hundred and forty thousand dollars ($740,000) for Fiscal Year 2025/2026 (October 1, 2025, through June 30, 2026) respectively, including expenses, for complete and satisfactory performance of the terms of this Agreement. In no event shall the total compensation for the periods specified herein exceed the compensation set forth above, except by a written amendment to this Agreement. County has agreed to reimburse Subrecipient for all costs associated with direct support of this Agreement, based on a cost reimbursement basis as described in the Program Budget Table attached hereto as **Exhibit 3** and incorporated herein by this reference. If Subrecipient has any unexpended funds, these amounts will revert to the County at time of program close out.

2. Cost Allocation Plan

Subrecipient shall ensure all funding sources for the youth program which is the subject of this Agreement are allocated and charged pursuant to the County-approved Cost Allocation Plan attached hereto as **Exhibit 3** and incorporated herein by this reference. The Cost Allocation Plan is a method to ensure funding sources are charged appropriately and costs that benefit more than one cost objective are equitably distributed across activities.

3. Work Innovation and Opportunity Act (WIOA) Fund Restrictions

The Subrecipient understands that funds provided by this Agreement shall be used exclusively for WIOA activities and co-mingling and/or diverting of funds to support other non-WIOA activities or programs is expressly prohibited.

4. Availability of Funds

Funding of this Agreement is subject to continuing availability of WIOA funds provided to the County by EDD, Workforce Services Branch. The County will immediately inform the Subrecipient upon notice from EDD of any limitation or availability of WIOA funds.

5. Withholding of Funds

(a) Payments under this Agreement may be withheld, suspended or terminated if WIOA funds from EDD to the County are suspended or terminated. In the event of such suspension or termination of funding, any amount which is properly earned or expended by the Subrecipient as a result of the performance or expenditures under and in accordance with this Agreement shall be paid to the Subrecipient in accordance with the provisions of the Agreement. In the event of termination of the Agreement, no payment shall be made for any expenditure after the date of termination.

(b) The County has the authority to withhold funds under this Agreement in its sole discretion should there be disallowed costs or the Subrecipient has not performed in accordance the terms of this Agreement and has outstanding debts under other agreements.

6. Invoicing and Documentation

The Subrecipient shall invoice the County on or before the tenth (10th) calendar day of each month for all Agreement costs incurred during the previous month. If the tenth (10th) day of the month falls on a Friday or a weekend, the invoice is due the Thursday prior to the tenth (10th) day of such month. In the event Subrecipient receives payment under this Agreement which is later disallowed by the County for nonconformance with the terms of this Agreement, Subrecipient 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 Subrecipient. Subrecipient shall attach required documentation as stipulated by the County. Payment shall be made within forty-five (45) days from the date of receipt by the County. The Subrecipient may only seek reimbursement for costs that are directly related to the performance of services related to this Agreement. Subrecipient shall maintain back-up documentation for claimed expenditures and shall make such documentation available to County and/or the EDD Program Compliance Officer. All invoices shall be submitted to the following address for processing:

YOCInbox@rivco.org

Or

Riverside County Housing and Workforce Solutions Department Workforce Development Division/Administration
1325 Spruce Street, Suite 110
Riverside, CA 92507

7. Reimbursement for Mileage and Traveling Expenses

The Subrecipient may only seek reimbursement for mileage and traveling expenses that are directly related to services performed under this Agreement. Reimbursement for mileage travel expense claims will be made according to 2 CFR Part 200, Subpart E, §200.474 - Travel costs; "Costs incurred by employees and officers for travel, including cost of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the non-Federal entity in its regular operations as a result of the non-Federal entity's written travel policy". In no instance shall the Subrecipient be reimbursed at a rate which is higher than the standard set by the

County of Riverside, California, Board of Supervisors, or its successor, in Policy Number D-1. No travel outside the State of California shall be reimbursed unless prior written approval is obtained from the County in its sole discretion. Should the Subrecipient use their company travel policy, it must conform to one of the above-referenced policies, whichever is more restrictive.

8. Program Income and Interest Income

The Subrecipient shall use the method(s) described at 2 CFR Part 200, Subpart D, §200.307 Program income, to track all program or interest income generated under this Agreement. If authorized by Federal regulations or the Federal award, costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the Federal award. Program income must be used for current costs. Subrecipient shall maintain records sufficient to determine the amount of program income received and the purpose for which such income is expended. Federal regulations require the Subrecipient remit to the County any interest earned on advanced funds. The County requires that these amounts be remitted monthly in order to comply with Federal requirements. Subrecipient must have adequate cash management policies and systems that will ensure proper accounting of such interest income as required in this Agreement.

9. Questioned and Disallowed Costs

The County will review questioned costs, including but not limited to, the processing of an invoice, during a program compliance review or during an audit. When any such review determines that the Subrecipient has utilized, received and/or earned funds that are questioned under the criteria set forth in this Agreement, the Subrecipient shall be notified in writing and have thirty (30) days to provide the documentation necessary to justify the questioned costs prior to the County's final determination of disallowed costs. The resolution shall be executed in accordance with Riverside County Housing and Workforce Solutions Department Workforce Development Division (HWS WDD) Audit Requirements Policy & Procedures Number 10-04.

10. Debt Collection

Where liability for debt collection is determined by the County to have originated at the Subrecipient's level, the Subrecipient shall be responsible for the debt. When a debt is established as a result of an audit, a monitoring finding, an investigation or any other means, appropriate action will be taken by the County to collect the debt from the Subrecipient, pursuant to the Riverside County Workforce Development Board Debt Collection Policies & Procedures Number 10-02. Subrecipient shall not repay the debt using federal or WIOA funds.

11. Budget Amendment

A change to budget total or reallocation of funds within budget categories require a written amendment to this Agreement and the Program Budget **Exhibit 3** shall be subject to the County's prior written approval. To request an amendment to modify or reallocate funds in budget categories, Subrecipient shall submit to the County a written request explaining the requested modifications along with a revised budget which indicates the amount of the adjustment and to what budget line item(s) the amount should be taken from and allocated to. In its sole discretion, the County may approve or deny the modification request based on how the budget modification will impact the program section changes. Subrecipient shall have the right to request no more than two (2) budget amendments per program year, provided the second and final request is submitted to the County no later than May 30 of each respective fiscal year. Amendments must be reviewed and stamp approved by the County's Deputy County Counsel and fully executed by both Parties authorized signatories. Any amendments submitted after the aforementioned date shall not be accepted or processed by the County.

12. De-obligation/Re-obligation

Funding of this Agreement and therefore de-obligation is contingent on the continuing availability of federal or state funds or continued federal or state's authorization for program activities.

Depending upon the results of any program compliance review or audit finding, all or part of the funds originally obligated to the Subrecipient through this Agreement may be subject to de-obligation in the sole discretion of the County for the following

circumstances:

(a) where it is clear that the Subrecipient may not expend all of the original allocation; or

(b) Subrecipient is significantly out of compliance with enrollment or expenditure plans; or

(c) Subrecipient fails to be meet the Continuous Quality Assurance (CQA) certification established by the County CQA is a process to ensure programs are systematically and intentionally improving services and increasing positive outcomes for the youth they serve. CQA is a cyclical, data-driven process; it is proactive, not reactive); or

(d) When a review indicates that payment earned within the term of this Agreement can exceed (or exceeded) the amount originally allocated, a re-obligation of funds may be determined.

The following processes will be followed whenever de-obligation or re-obligation is found to be necessary:

(a) At any time that the County determines that de-obligation or re-obligation is necessary, a written notice to the Subrecipient shall be issued outlining the reasons and timeline for the de-obligation or re-obligation. The notice shall provide a response period for the Subrecipient during which the Subrecipient shall respond; and

(b) At a time determined by the County, but after the Subrecipient has provided a response, a final notice of intent to de-obligate or re-obligate shall be provided to the Subrecipient. In the sole discretion of the County, such notice shall be formalized by either modification or termination of this Agreement in accordance with the provisions outlined herein.

13. Final Invoice

Within thirty (30) calendar days following the last day of each fiscal year (June 30th) and termination of this Agreement, the Subrecipient shall report and submit to the County all final claims for funds under this Agreement. An addendum invoice will be permitted for up to an additional forty-five (45) days in order to capture full performance outcomes. Failure to submit the final voice and addendum invoice by these deadlines may result in forfeiture of payment for any outstanding amount. The County shall have no obligation to honor or pay invoices received after this date, unless the Subrecipient obtains prior written approval for an extension from the County.

The Subrecipient shall return all unearned and excess payments paid to the Subrecipient to the County within thirty(30) calendar days following the receipt of the formal written request.

14. Agreement Closeout

The Subrecipient shall submit a closeout package to the County within forty-five (45) calendar days at the last day of every fiscal year (June 30th) and the expiration of the Agreement term whether or not any line item within the Agreement is fully spent and that term has ended. Closeout documents shall be provided by the County and are to be completed and mailed to:

Attn: Fiscal Unit
Riverside County Housing and Workforce Solutions Department
Workforce Development Division - Youth Programs
1325 Spruce Street, Suite 110, Riverside, CA 92507

15. Reporting Requirements

The Subrecipient shall compile and submit reports of activities, expenditures, status of cash and closeout information on or before the dates specified by the County. All expenditure reports shall be submitted upon the accrual basis of accounting. Subrecipient's failure to adhere to the reporting requirements of this Agreement shall result in funds not being released or de-obligated.

16. General and Fiscal Reporting

The Subrecipient will comply with controls, record keeping and accounting procedure requirements of WIOA, federal and state regulations and directives to ensure the proper disbursal of, and accounting for, program funds paid under this Agreement. At such times and in such form as the County may require, there shall be statements, records, reports, data and information pertaining to this Agreement submitted to County. Reports submitted by Subrecipient shall be in accordance with any regulatory reporting requirements. The Subrecipient shall notify the County in writing of any changes relating to fiscal-related matters.

17. Auditing

The Subrecipient that expends $1,000,000 or more during a fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), set forth in 2 CFR Part 200. The Subrecipient shall submit a copy of the Audit to the County no later than five (5) days after such Audit is available for review. In the event there are audit findings that may appear related to the current Agreement, the County will exercise its authority to request a corrective action plan to prevent issues and/or correct any deficiencies in the County's discretion.

18. Federal Award Identification

1. Subrecipient Name: California Family Life Center
2. Subrecipient Unique Entity ID # (UEI): NF2MNGJA2BP3
3. Federal Program: Workforce Innovation and Opportunity Act
4. Federal Award Identification # (FAIN): 25A55AY000154
5. Federal Award Date: 07/22/2025
6. Federal Awarding Agency: Department of Labor: Employment and Training Administration
7. Assistance Listing Number: 17.259 - WIOA Youth
8. Activities: To provide Youth Opportunity Center services under WIOA Youth funding

9. Federal Award Project Description: Delivery of WIOA Youth program services, including career coaching, training, and supportive services.
10. Contract Amount: $740,000
11. Federal Fund %: 100%
12. Period of Performance: October 1, 2025 - June 30,2026
13. Pass-through Entity Name: County of Riverside- Housing & Workforce Solutions Department, Workforce Development Division
14. Pass-through Unique Entity ID: TXNNBFKQ6NY5

H. **Procurement of Goods & Services; Service Contracts**

1. Should the Subrecipient require the services of a Contractor (defined below) to carry out the responsibilities outlined in this Agreement, the Subrecipient shall comply with all procurement requirements of WIOA and the County. The intent of the federal government is to provide consistent procurement policies that ensure free and open competition and will secure the best possible price. The term Contractor as used herein shall mean an entity providing goods or services to a Subrecipient where Subrecipient has procured, selected and hired such Contractor pursuant to WIOA and County procurement procedures. County procurement procedures can be found at the following website: www.rivcoworkforce.com/ProgramResources/Policies.aspx.

2. Except as otherwise provided by County in writing, the Subrecipient under this Agreement shall document all Contractor services with a Service Contract ("SC"), in accordance with the requirements set forth in Section E of this Agreement. In the event a service is provided free of charge or in-kind to Subrecipient, the SC may be used to demonstrate services being leveraged. Subrecipient shall deliver to County copies of all executed SCs no less than ten (10) calendar days after execution of each such SC. If any modifications or updates are made to the SC, the Subrecipient shall submit copies of the modified updated versions to the County within five (5) calendar days following execution of such modified SC. No payments shall be made by Subrecipient to a Contractor without an executed SC.

3. The purchase, rent, licensing, maintenance fee, or subscription of information-technology applications/software/services with a per-unit single or cumulative cost

totaling $5,000 or more within a twelve (12) month period requires the prior written approval of County to continue with such purchase. The Subrecipient may not proceed with incurring any such costs until the County receives written approval from the State and the County informs the Subrecipient in writing of the State's decision. In the event the Subrecipient expends funds on fixed assets, equipment and/or property totaling over $5,000 per unit cost, it shall be considered a disallowed cost and the Subrecipient shall be solely liable for the total cost of such purchase.

I. Inventory and Disposal of Equipment

1. Subrecipient shall maintain accurate inventory records of all equipment purchased in connection with this Agreement. All equipment shall have a unique identification mark to be used for inventory purposes. A physical property inventory shall be taken and reconciled with the property records at least once a year. The County will provide a property tracking log to the Subrecipient with the following categories:
   - A description of the equipment.
   - Manufacturer's serial number, model number, Federal Stock Number, National Stock Number, or other identification number.
   - Source of the equipment, including the award number.
   - Whether title vests in the recipient or the federal government.
   - Acquisition date (or date received, if the equipment was furnished by the federal government).
   - Per unit cost at acquisition.
   - Records showing maintenance procedures to keep the equipment in good operating order.
   - Location and condition of the equipment and the date the information was reported.
   - Disposition date, sale price, loss, theft, etc.

2. <u>Disposition of Equipment</u>
   (a) For equipment with a residual fair market value of $5,000 or more, Subrecipient as a recipient of WIOA funds shall take the following steps:
      - The Subrecipient may keep and use the equipment in the program or

project for which acquired as long as needed, whether or not the project or program continues to be supported by federal funds.

- If the equipment is no longer needed by the original program/project, the County shall use the equipment in connection with other federally sponsored activities. Priority should be given to programs funded by the Department of Labor-Employment Training Administration.
- If the equipment is no longer needed by the program/project or used in connection with other federally sponsored activities, the Subrecipient will return equipment back to the County.
- If the Subrecipient finds that the equipment is old, broke, or out of date, the Subrecipient must request, in writing, disposition instructions from the County.

(b) Calculation of "Fair Market" Value

The selling price of an item that is sold through auction, advertisement, or a dealer is the fair market value of the item regardless of any prior estimates. An item that is not sold but retained by the entity has a fair market value based on similar items that are offered for sale, using the selling price if known. Methods for determining fair market value include, but are not limited to, the following:

- Auctions
- Classified advertisements for similar used items
- Dealers
- Licensed appraisers

(c) Property Records Retention

All property records must be maintained from date of acquisition, through final disposition. Subrecipient must also retain those records for a period of seven (7) years from the date of their last expenditure report submitted to the Central Office Workforce Services Division. If any litigation, claim, or audit is started before the expiration of the seven-year period, all records must be retained until all findings have been resolved and final action taken.

J. Maintenance of Records and Participant Files; Access to Records and Files

1. Subrecipient shall maintain WIOA eligibility documentation and Participant records as required by the County and shall upload the required documentation to CalJOBS on a daily basis.

2. Files for each Participant with respect to all matters covered by this Agreement shall be maintained for a period of seven (7) years after termination of this Agreement and until any other pending matters are completed. The County, State of California, U.S. Department of Labor, and any other governmental agency with jurisdiction over this Agreement shall have the right to access, examine, monitor and audit all books, records, documents, conditions and activities arising out of or related to this Agreement, including but not limited to, the youth program funded under this Agreement without prior notice. Subrecipient shall provide to County reports and information related to this Agreement as may be requested by County.

3. Confidentiality Requirement

The Subrecipient and the County will exchange various kinds of information pursuant to this Agreement. The information will include data, applications, program files and databases. These data and information are confidential when they define or identify an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification and destruction. All information that is exchanged between the Parties to this Agreement will be strictly confidential and such information will be available to their own employees only on a "need-to-know" basis. There shall be sufficient security to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information. In the event of a breach of information, the Subrecipient shall immediately notify the County within twenty-four (24) hours. Information security incidents include, but are not limited to, an event (intentional or unintentional) that causes the loss, damage and or destruction, or the unauthorized access, use, modification or disclosure of information, including but not limited to, participant's name, residence address, email address, telephone number, driver's license, state identification, passport number, social security numbers and immigration status. If the

County learns of a breach in security of the Subrecipient's system either electronically or via hard copy, then the Subrecipient shall notify the Participant or individuals affected pursuant to California Civil Code Section 1798.82. The Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the County deems sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

The Subrecipient 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.

The Subrecipient shall protect from unauthorized disclosure names and other personally identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The Subrecipient shall not use such information for any purpose other than carrying out the Subrecipient's obligations under this Agreement. The Subrecipient shall promptly transmit to the County all third-party requests for disclosure of such information. The Subrecipient 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, social security number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

4. The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Exhibit 5 hereby attached and incorporated by reference.

K. Program Compliance

To ensure program compliance with the provisions of WIOA Sections 116, 183, and 184, there shall be at least one technical assistance visit and one program and fiscal monitoring conducted by the County on an annual basis. Program compliance ensures that the Subrecipient is in compliance with laws and regulations governing the use of WIOA funds. Fiscal program compliance will analyze, evaluate, and determine program compliance with government financial systems, expenditure rate and cost guidelines.

During the program compliance review, the Subrecipient shall cooperate with the County to permit County to determine Subrecipient's conformity with the terms of this Agreement and with WIOA regulations. If any services performed or products provided by Subrecipient are not in conformance with the terms of this Agreement, the County shall have the right to require Subrecipient 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 in its sole discretion, to:

(a) Require Subrecipient immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or

(b) Reduce the Agreement price to reflect the reduced value of the services performed or products provided; and/or

(c) The County will terminate this Agreement for default and charge to the Subrecipient any costs incurred by the County because of Subrecipient's failure to perform. In the event the Subrecipient does not comply with the program compliance review and is non-responsive then action will be taken to terminate the Agreement pursuant to Section L below.

Additionally, the Subrecipient shall monitor, or assist in such process to ensure that all training sites have a safe working environment. Where applicable for training sites, the worksite review form provided by the County must be completed by the Subrecipient and retained in each Participant's file. All training sites shall be reviewed at least once during the Participant's enrollment period, but may be reviewed more frequently if necessary as determined by the County in its sole discretion. All training site supervisors shall receive an

orientation that covers all program requirements and responsibilities.

To ensure the effective use of WIOA funds, the Subrecipient's enrollment and/or expenditures shall be reviewed monthly by the County to determine if goals are being met and whether budgeted funds will be fully earned within the term of this Agreement. Should enrollments or expenditures fall below target, County will send to Subrecipient a notice stating any such deficiency before the end of the month in which such deficiencies are noted. Failure to send such notice by County before the end of the subject month shall not constitute a waiver of such deficiency by County.

Fiscal Year 2025/2026 Performance Measure Standards are attached hereto in **Exhibit 1** of this Agreement ("Performance Standards"). Performance Standards reflect outcome metrics negotiated by the EDD and the County every two years. The Performance Standards that are currently in effect will expire June 30, 2026. Following completed negotiations between EDD and County establishing Fiscal Year 2026/2027 Performance Standards, the County will promulgate new Performance Standards for the Subrecipient, which shall be memorialized and incorporated into a new Agreement or as an amendment to this Agreement.

The Subrecipient's Monthly Enrollment Plans for fiscal years 2025/2026 are attached hereto as **Exhibit 2** and incorporated herein by this reference. Subrecipient is responsible for continually monitoring Program enrollments, as well as their program performance. The County shall also have the right to review program enrollments and program performance to ensure compliance with the terms of this Agreement.

As part of the Subrecipient's duties in connection with the performance of this Agreement, the Subrecipient shall monitor WIOA program activities of its Contractors where financial Service Contracts are established. The Subrecipient shall establish a process and develop a checklist of areas reviewed during the monitoring of services. If the Contractor is found to be noncompliant in the delivery of services, then the Subrecipient may elect to terminate the Service Contract or provide a period of correction to the Contractor. A written record of action taken must be kept on file and delivered to the County at the time of program compliance review.

The County, State of California, and the U.S. Department of Labor/Inspector General shall

have the right to access, examine, monitor and to audit all records, documents, conditions and activities of Subrecipient, its affiliates or any Contractors related to programs funded by this Agreement without prior notice.

The Subrecipient shall (i) maintain and make available to the auditors/monitors, adequate records and documents, (ii) cooperate with all auditors/monitors, and (iii) comply with federal, state and local laws and regulations as they related to the utilization of funds or operation of the WIOA program.

Pursuant to the Subgrant, the County will be notified by the federal or state agency conducting the audit or monitoring of any fraud, misuse of funds, abuse or other criminal activity in relation to this Agreement, the Act or regulations. Any audits with findings will require the County to submit documentation on how such findings will be resolved.

Subrecipient acknowledges and agrees that the County does not authorize any contracts or subcontracts with persons, entities, businesses or organizations that are not in good standing with the County and federal and/or state laws.

L. Termination and Other Remedies

1. Failure to Perform

The Subrecipient assumes full responsibility for performance of this Agreement and the Service Contracts executed pursuant to or funded by this Agreement. In addition to the indemnity and hold harmless provisions set forth in **Section N.12** below, Subrecipient hereby acknowledges and agrees to indemnify the County for failure, non-performance or default of any of its subcontractors or Contractors. Further, the Subrecipient assumes full liability and acknowledges and agrees to reimburse the County in full for the Subrecipient's or any of its subcontractors or Contractors are in noncompliance with any term, prohibition or condition of the regulations governing this Agreement. The Subrecipient also agrees the County or its designated agent has full recourse to exercise any and all remedies available for the Subrecipient's failure to perform any part of this Agreement.

2. Termination for Cause with Cure Period

In the event of a breach of this Agreement, either Party may terminate this Agreement

by giving the breaching Party at least fifteen (15) days prior written notice setting forth the actions necessary to cure the breach. If the breaching Party cures the breach to the reasonable satisfaction of the other Party during the 15-day notice period, this Agreement shall not terminate. The notice period may be extended in writing at the discretion of the non-breaching Party.

The County may unilaterally suspend and/or terminate this Agreement upon written notice at such time and to such extent as funds are suspended or not made available to the County by the Department of Labor or the State. In the event of such suspension or termination, the Subrecipient will be paid, up to the date of suspension or termination, for any amount which is properly earned/expended by the Subrecipient as a result of the performance or expenditures under, and in accordance, with this Agreement.

Notwithstanding the procedures governing the termination of this Agreement for cause with cure period outlined above, failure on the part of the Subrecipient to comply with the provisions of the Agreement or with the Act or regulations when such failure involves fraud or misappropriation of funds may result in the immediate termination and withholding of funds by the County. This Section does not apply to termination due to Subrecipient's failure to obtain Quality Assurance Certification.

3. Termination Without Cause

The Parties hereby agree that at any time during the term of this Agreement, either Party may terminate this Agreement upon giving the other Party at least thirty (30) calendar days written notice prior to the effective date of such termination.

4. Obligations Upon Termination

(a) All property purchased, documents, data, studies, reports and records prepared by the Subrecipient under this Agreement, and any property transferred from previous programs, shall be disposed of according to the County direction.

(b) Upon completion of documentation on termination of this Agreement, the County shall determine the total amount of funds earned by the Subrecipient in the satisfactory performance of this Agreement.

(c) In the event the Subrecipient ceases to do business, copies of all records relating to the project(s) or activities that are the subject of this Agreement shall be furnished to the County at the Subrecipient's expense.

(d) At the expiration of the term of this Agreement or upon termination prior to the expiration of the Agreement, any funds paid to Subrecipient but not used for the purposes of this Agreement shall revert to the County. Within thirty (30) days following expiration or termination, Subrecipient is obligated to provide an accounting for the period of time that Subrecipient was providing services up to and including the expiration date. County shall calculate funds due and submit a request to Subrecipient for repayment. The Repayment period will be thirty (30) days from County's written request.

5. Other Remedies Reserved by the County

(a) Notice to Correct Performance and Notice of Probation

(1) The County may place the Subrecipient on probation with notice to correct for failure to fully comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

(2) Said notice shall set forth the period of probation, the reason for the notice and the specific conditions of noncompliance.

(3) Within ten (10) working days, the Subrecipient shall reply in writing, setting forth a corrective action plan that describes actions that will be undertaken in resolving the reasons for probation. Such plans are subject to County approval. Progress reports will be submitted to the County every thirty (30) calendar days thereafter until the reasons for probation are resolved.

(b) Suspension

(1) The County may determine that suspension of all or part of the project operations of Subrecipient for failure to fully comply with the terms and conditions of this Agreement may be warranted. By giving written notification of suspension and a notice to correct, Subrecipient agrees

to abide by the terms of the notice and respond as directed. Said notice shall be effective upon receipt.

(2) Said notice shall set forth the specific conditions of non-compliance, the period provided for corrective actions and any other requirements of performance to remedy deficiencies.

(3) Within ten working days, the Subrecipient shall reply in writing, setting forth the corrective actions that will be undertaken in resolving the reasons for suspension. Corrective actions are subject to County approval. Progress reports shall be submitted to County every thirty (30) calendar days thereafter until the reasons for suspension are resolved.

(c) Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

(d) Request for Waivers and Waiver of Breach

Waivers of any provisions of this Agreement must be in writing and signed by the appropriate authorities of the County. No waiver by the County or breach of any provision of these terms and conditions shall be deemed for any purpose to be a waiver or a breach of any other provision hereof, or of a continuing and subsequent waiver or breach of the same provision. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed in any manner as changing the terms or preventing the County from enforcing the terms in this Agreement.

M. Dispute Resolution

1. Controversies or disputes between Subrecipient and County shall be resolved, to the extent possible, by informal meetings or discussions between appropriate

representatives of the Parties.

2. Mediation

Subrecipient and County agree that in the event of any controversy or dispute between County and Subrecipient arising out of this Agreement, regardless of the nature of the claim or dispute, whether in tort, contract, or otherwise, which are not adequately addressed by the County's informal and formal dispute resolution process, if applicable, shall be submitted to mediation. The Parties shall jointly select a mediator acceptable to the Subrecipient and County. The mediation shall take place in Riverside County. This section does not apply to any controversy or dispute between the County and the Subrecipient arising out of the Subrecipient's failure to obtain Quality Assurance Certification.

3. Dispute Resolution Costs

Each Party shall be responsible for its own costs and legal fees associated with any dispute resolution procedure, including, but not limited to informal or formal mediation or litigation. The use of WIOA funds for legal proceedings of any nature is strictly prohibited. Such prohibited uses include but are not limited to legal fees and costs of mediation, arbitration, or informal or formal dispute resolution.

N. General Provisions

1. Acceptance of Service of Process

In the event any legal action is commenced by the Subrecipient against the County, service of process on the County shall be made by personal service, or in such other manner as may be provided by law, upon the Riverside County Clerk of the Board of Supervisors.

In the event any legal action commenced by the County against the Subrecipient (or upon an officer of Subrecipient), service of process on the Subrecipient shall be made by personal service on Subrecipient and shall be valid whether made within or outside the State of California, or in such manner as may be provided by law.

2. Authority to Sign

Subrecipient hereby represents and warrants that the individual(s) executing this

Agreement on behalf of Subrecipient have full authority to do so and to bind Subrecipient to perform pursuant to the terms and conditions of this Agreement.

3. Amendment to Agreement

This Agreement is subject to amendment, as necessary, in accordance with requirements contained in any future federal or state legislation, regulations, or policy. Either Party may request an amendment or modification to this Agreement. Subrecipient shall make all requests to amend or modify this Agreement no later than May 30th of each respective fiscal year. The Subrecipient assumes control and responsibility for all fiscal, financial and programmatic matters. Amendments shall be in writing and must be reviewed and stamp approved by the County's Deputy County Counsel and properly executed by both Parties' authorized signatories. The County shall have the right to reject Agreement modifications if such request represents expenses or obligations incurred prior to the Subrecipient receiving written approval and/or County approved funding.

Subrecipient and County acknowledge and agree that there may be statutory, regulatory and policy amendments that may impact the administration of this Agreement. As such, Subrecipient shall comply with any and all new, amended or revised laws, regulations and/or procedures that apply to the performance of this Agreement and such laws, regulations and procedures shall be automatically incorporated herein. In addition, Subrecipient shall also execute any such amendments to this Agreement necessary to incorporate such changes as requested by County in its sole discretion.

4. Approvals

Except as otherwise expressly provided in this Agreement, approvals required of County or Subrecipient in this Agreement, including the attachments hereto, shall not be unreasonably withheld or delayed. All approvals shall be in writing. Failure by either Party to approve a matter within the time provided for approval of the matter shall not be deemed a disapproval and failure by either Party to disapprove a matter within the time provided for approval of the matter shall not be deemed an approval.

Except as otherwise expressly provided in this Agreement, approvals required of the

County shall be deemed granted by the written approval of the Director or designee. County agrees to provide notice to Subrecipient of the name of the Director's designee on a timely basis and to provide updates from time to time. Notwithstanding the foregoing, the Director may, in his or her sole discretion, refer to the governing body of the County any item requiring County approval; otherwise, "County Approval" means and refers to approval by the Director or their designee.

5. Binding Effect

This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

6. Business Interruption

In the event that a substantial portion of Subrecipient's operations are interrupted by war, fire, insurrection, labor problems, the elements, earthquakes or any other cause beyond Subrecipient's control, Subrecipient's obligations under this Agreement shall be suspended for the duration of the interruption provided Subrecipient provides County with written notice of such interruption including the commencement date. If a substantial portion of the services that Subrecipient has agreed to provide hereunder are interrupted for more than thirty (30) days, the County may terminate this Agreement upon providing ten (10) calendar days written notice to Subrecipient, and the Obligation Upon Termination set forth in **Section L.4** above shall apply.

7. Compliance with Laws and Regulations

The Subrecipient represents, warrants, and certifies that, in the performance of this Agreement, it shall comply with all applicable laws, rules, regulations and orders of the United States, State of California, and County of Riverside, and any other governmental agency with jurisdiction over the program and this Agreement, including the laws and regulations pertaining to labor, wages, hours. The Subrecipient further represents, warrants and certifies that it shall comply with any new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement. The judgment of any court of competent jurisdiction or the admission of Subrecipient in any action or proceeding against them, or any of

them - whether County be a party thereto or not - that Subrecipient has violated any such ordinance or statute in the performance of this Agreement shall be conclusive of that fact as between County and Subrecipient.

8. Construction and Interpretation of Agreement

The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any Party. The Parties hereto acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the Party preparing it and instead other rules of interpretation and construction shall be utilized.

If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any Party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible.

The captions of the articles, sections and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this Agreement.

References in this instrument to this "Agreement" mean, refer to, and include, this Agreement as well as any riders, exhibits, addenda and attachments hereto (which

are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in this instrument. Any references to any covenant, condition, obligation, and/or undertaking "herein," "hereunder," or "pursuant hereto" (or language of like import) means, refer to, and include the covenants, obligations, and undertakings existing pursuant to this Agreement and any riders, exhibits, addenda, and attachments or other documents affixed to or expressly incorporated by reference in this Agreement.

As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

9. Venue and Jurisdiction

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.

10. Fraud and Abuse

The Subrecipient shall establish and implement appropriate internal management procedures to prevent fraud, abuse and criminal activity. Further, the Subrecipient 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 an emergency, operational, or fiscal nature, Subrecipient shall report such allegation in writing to the County within one (1) business day of becoming aware of such allegation. A comprehensive written report documenting the facts and circumstances of such incident shall be submitted to the County within one (1) business day. Refer to HWS WDD Incident Reporting Policy 10-10.

11. Grievance and Complaint System

The Subrecipient shall establish and maintain a grievance and complaint procedure

in compliance with WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR 2900, federal regulations and state statutes, regulations and policies.

12. Hold Harmless/Indemnification

Subrecipient shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, Boards and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively referred to as "Indemnitees") from any liability, action, claim or damage whatsoever, based or asserted upon any services of Subrecipient, its officers, employees, subcontractors, Contractors, 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. Subrecipient shall defend the Indemnitees at its sole expense, all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

With respect to any action or claim subject to indemnification herein by Subrecipient, Subrecipient 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 Subrecipient indemnification to Indemnitees as set forth herein.
Subrecipient's obligation hereunder shall be satisfied when Subrecipient has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

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

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 Subrecipient from indemnifying the County to the fullest extent allowed by law.

Subrecipient's obligations set forth in this **Section N.12** shall survive the expiration or earlier termination of this Agreement.

13. Insurance

Without limiting or diminishing the Subrecipient's obligation to indemnify or hold the County harmless, Subrecipient shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages 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, Boards, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(a) Worker's Compensation

Subrecipient 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 the 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 Subrecipient'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 an aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

If the work will include contact with minors, and the Commercial General

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

(c) Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Subrecipient 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 or provide similar evidence of coverage approved by County's Risk Manager.

(d) General Provisions – All lines

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.

The Subrecipient must declare its insurance, self-insured retention for each coverage required herein. In any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County's Risk Manager before the commencement of operation under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Subrecipient's carrier 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.

Subrecipient shall cause Subrecipients' insurance carrier(s) to furnish the County of Riverside with either 1) copies of the Certificate(s) of Insurance and Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by 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 a minimum of 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 any 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 endorsement of 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. Subrecipient 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.

It is understood and agreed to by the Parties hereto that the Subrecipient's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary

limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Subrecipient has become inadequate.

Subrecipient shall pass down the insurance obligations contained herein to all tiers of subcontractors and Contractors working under this Agreement.

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

Subrecipient 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.

14. Integration of Entire Agreement and Waivers

This Agreement, including all the Exhibits attached hereto, constitutes the entire understanding and Agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. No verbal commitment or conversation with any officer, agent or employee of either Party shall affect or modify any of the terms and conditions of this Agreement.

In addition to the requirements set forth in this Agreement, all waivers of the provisions of this Agreement must be in writing and signed by the appropriate Parties of the County or Subrecipient.

15. Intellectual Property

In any Agreement funded in whole or in part by the federal government, the County may acquire and maintain the intellectual property rights, title and ownership, which results directly or indirectly form the Agreement, except as provided in 37 CFR Part 401.14. However, pursuant to the Uniform Guidance 2 CFR part 200 and DOL exceptions 2 CFR Part 2900, the federal government shall have a royalty-free,

nonexclusive, irrevocable, paid–up license throughout the world to use, duplicate or dispose of such intellectual property throughout the world in any manner for governmental purposes and to have and permit others to do so.

16. Inventions, Patents and Copyrights

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 Subrecipient 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.

Unless otherwise provided, when copyrighted material is developed in the course of or under this Agreement, the County may permit 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 reproduce, publish, and use and to authorize others to use all copyrighted material.

If any material developed in the course of or under a DOL Grant or Agreement is copyrighted, DOL shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish and otherwise use and to authorize other entities to use the work for government purposes.

17. Labor Standards

(a) The Subrecipient shall comply with the Labor Code of California, the Child Labor Laws in California, the Child Labor Standard Act and all other applicable statutes, ordinances and regulations with respect to employment, wages, hours of labor, and industrial safety (if applicable).

(b) Conditions of employment or training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, age and proficiency of the Participant.

(c) Health and safety standards established under State, Federal and local law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of Participants. With respect to any Participant in a program conducted under this Agreement who is engaged in activities that are not covered by health and safety standards under OSHA of 1970, the Subrecipient shall prescribe by regulation, such standards as may be necessary to protect the health and safety of such Participants.

(d) No program under WIOA shall impair 1) existing contracts for services, or 2) existing collective bargaining agreements, unless the employer and the labor organization concur, in writing, with respect to any elements of the proposed activities, which affect such agreement.

(e) A Participant in a program or activity authorized under WIOA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).

(f) No Participant shall be employed or job opening filled: 1) when any other individual is on layoff from the same or any substantially equivalent job, or 2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a Participant.

18. No Duplication of Services

Funds provided under this Agreement shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal State or local County sources, unless the plan established that alternative services or facilities would be more effective or more likely to achieve performance goals.

19. Non-liability of County Officials and Employees

No member, official, agent, legal counsel or employee of County shall be personally liable to Subrecipient, or any successor in interest in the event of any default or breach by County or for any amount which may become due to Subrecipient or on any obligation under the terms of this Agreement.

20. No Partnership

Nothing in this Agreement shall be deemed or construed to create a partnership, joint venture, or any other similar relationship between the Parties hereto or cause the County to be responsible in any way for the debts or obligations of Subrecipient or any other person.

21. No Third-Party Beneficiaries

The Parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of County and Subrecipient and not for the benefit, directly or indirectly, of any other person or entity.

22. Ownership/Use of Agreement Materials and Products

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

23. Payment of Benefits (where applicable)

When applicable, Participants employed in activities authorized under this Agreement shall be paid wages that shall not be less than the higher of the following: 1) the minimum wage under §206(a)(1) of the Fair Labor Standards Act of 1938, as amended, 2) the minimum wage under the applicable state or local minimum wage

law, or 3) the prevailing rates of pay for individuals employed in similar occupations by the same employer.

When applicable, Participants employed in paid work experience activities funded under WIOA may receive related benefits in the public, private, for-profit or non-profit sectors where the objective assessment and individual service strategy indicate that work experiences are appropriate. (WIOA sec. 129)

A Participant shall receive no payments for training activities in which the trainee fails to Participate without good cause.

24. Permits and Licenses

The Subrecipient shall obtain and pay for all permits and licenses necessary for the performance of this Agreement. The County is not permitted to waive any fees for services except as otherwise required by law. Subrecipient 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. Subrecipient 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; Subrecipient shall maintain these throughout the term of this Agreement and agrees that all service(s) will be performed by properly trained and licensed staff.

25. Press Releases/Published Announcements

In all communications with the press, television, radio or any other means of communicating with the general community regarding any items which are related to the program funded by this Agreement, the Subrecipient shall use County language in all written material and shall use this language in any audio or video production. The Subrecipient will obtain approval from the County prior to publication or production.

26. Prohibited Activities

(a) The Subrecipient will assure that no funds under this Agreement shall be used to assist, promote or deter union organizing activities.

(b) No funds provided under this Agreement shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.

(c) The Subrecipient is prohibited from using funds under this Agreement for the purpose of instituting legal proceedings or legal disputes against the County, the Grantor, the Department of Labor or its official representatives.

(d) No person or organization may charge an individual a fee for the placement or referral of the individual in or to a workforce system training program.

(e) No funds provided under the Act shall be used for employment generating activities, economic development and other similar activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities that are not directly related to training for eligible individuals under WIOA. Nor shall any funds from this Agreement be used for foreign travel.

(f) No funds under WIOA may be used for Public Service Employment (PSE), except to provide disaster relief employment.

(g) This Agreement will not result in the displacement of currently employed workers (including partial displacement, such as reduction in the hours of non-overtime work, wages or employment benefits). The Subrecipient will assure that no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities currently employed individuals.

(h) No funds provided under this Agreement shall be used or proposed for use to encourage or induce relocation if it would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.

(i) No funds, materials, property, services and Participant shall be used for, or employed on, the construction, operation or maintenance of any facility as is used for sectarian instruction or as a place for religious worship.

27. Standards of Conduct

Every reasonable course of action shall be taken by the Subrecipient in order to maintain the integrity of the expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement shall be administered by the Subrecipient in an impartial manner, free from efforts to gain personal, financial or political gain. The Subrecipient agrees to conform to the nondiscrimination requirements set forth in WIOA.

(a) Avoidance of conflict of economic interest: an executive or employee of the Subrecipient who is an elected official in the area or a member of the Local Workforce Development Board ("Local Board") shall not solicit or accept money and/or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subrecipient. Supplies, materials, equipment or services purchased with WIOA agreement funds will be used solely for purposes allowed under this Agreement. No member of the Local Board shall cast a vote on the provision of services related to or arising out of this Agreement by that member or any other organization, which that member represents or vote on any matter which would provide direct financial benefit to that member or immediate family of the member or any business or organization which the member directly represents. The Subrecipient will establish and maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award and administration of contracts. Subrecipient hereby assures that it will establish safeguards to prohibit employees from using a position for a purpose that gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have business or other ties.

(b) Subrecipient shall avoid any and all conflict of interest instances. Conflict of interest is a situation in which a person has a duty to more than one person or organization, but cannot do justice to the actual or potentially adverse interests of both Parties. This includes when an individual's personal interests or concerns are inconsistent with the best for a customer, or when a public

official's personal interests are contrary to his/her loyalty to public business. An attorney, an accountant, a business adviser or realtor cannot represent two parties in a dispute and must avoid even the appearance of conflict. He/she may not join with a client in business without making full disclosure of his/her potential conflicts, must avoid commingling funds with the client and never take a position adverse to the customer.

(c) The Subrecipient shall insure that any of its employees who were formerly employed by the County in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two years following the termination of such employment.

(d) The Subrecipient shall insure that no relative by blood, adoption or marriage of any executive or employee of the Subrecipient, will receive favorable treatment when considered for enrollment in programs provided by or employment under this Agreement.

(e) The Subrecipient and its employees will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. No relative by blood, adoption or marriage of any executive or employee of the Subrecipient will receive any favorable treatment for employment with the Subrecipient or enrollment into the program funded by this Agreement.

(f) The Subrecipient may not hire a person in an administrative capacity, staff position or work experience training position with funds provided by this Agreement if a member of that person's immediate family is engaged in an administrative capacity for the Subrecipient.

(g) The Subrecipient assures that none of its directors, officers, employees or

agents shall participate in selecting or administering any subcontract supported (in whole or in part) by federal funds where such person is a director, officer, employee or agent of the subcontractor, or where such person knows or should have known that:

i. A member of such person's immediate family or partner or organization has a financial interest in the subcontract;

ii. The subcontractor is someone with whom such person has negotiated or is negotiating any prospective employment; or

iii. Such person would have a "Financial or Other Interest" in the subcontract.

(h) The Subrecipient assures that no member of its board, officer, or employee of the Subrecipient shall have any interest, direct or indirect, in any contract or subcontract or the proceeds for work to be performed in connection with this program during his/her tenure as such employee, officer or member of the board.

(i) Prior to obtaining the County approval of any subcontract, the Subrecipient shall disclose to the County any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate families with the proposed subcontractor and its officers, directors or employees.

(j) The Subrecipient warrants that it has not paid, and will not pay, to any third person any money or other consideration for obtaining this Agreement.

28. Use of Any Photo or Image

Subrecipient shall secure signed consent for the use of any photo or image of any Participant used in advertisements, brochures, pamphlets, videos, or any media form where the individual or his/her likeness can be identified.

NOTE: The consent for minor youth must be signed by the youth's parent or guardian and must stipulate the terms and conditions of how the photo/image will be used. Copies of completed forms must be on-site in the Participant files.

29. Applicable Websites

Agency	Web Site
Riverside County Housing and Workforce Solutions Department/Workforce Development Division, and Workforce Development Board Policies	https://rivcoworkforce.org/documents-policies
Riverside County Board of Supervisors	https://rivco.org/board-supervisors
U.S. Department of Labor, Employment and Training Administration	http://www.doleta.gov
Employment Development Department	http://www.edd.ca.gov/
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards	https://www.federalregister.gov
Riverside County Workforce Development Division/ Youth Program Policies and Procedures • Policy 10-4 • Policy 10-10 • Policy 19-01	https://rivcounty.sharepoint.com/sites/wodcXnt/SitePages/Youth%20Data.aspx?RootFolder=%2Fsites%2FwodcXnt%2FYouth%20Data%2FTools%2FPolicies&FolderCTID=0x0120005D75909A37445F48BB0CA4D9BEADD73A&View=%7B52E0F3F4%2D9E17%2D43A4%2D90AF%2D323D377067F5%7D

O. Assurances and Certifications

Subrecipient, certifies, acknowledges and agrees to comply with the following:

1. WIOA Subrecipient shall comply with all applicable terms and provisions contained in the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128.

2. Executive Orders 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the Provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs, the California Fair Employment Practice Act, California Public Contracts Code 2000, and other applicable federal, state and county laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereinafter enacted.

3. Copeland "Anti-Kickback" Act (1986) prohibits any payment or gratuity made for the purpose of inducing award of a subcontract or prime contract with the federal government.

4. Child Support Compliance Act enforces the importance of the child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earning assignment orders, as provided in Chapter 8, section 5200 of Part 5 of Division 9 of the Family Code, and that to the best of its knowledge is fully complying with earnings assignment order of all employees and is providing names of all new employees to the New Employee Registry maintained by EDD.

5. Corporate Registration The Subrecipient, if it is a corporation, certifies it is registered with the Secretary of the State of the State of California.

6. Debarment and Suspension certification The Subrecipient hereby assures and certifies that the it will comply with the regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I that the prospective participant, to the best of its knowledge and belief, that it and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft , forgery, bribery, falsification, or restrictions of records, making false statements, or receiving stolen property; are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated above; have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause of default. Where the Subrecipient is unable to certify to any of these statements in this certification such prospective entity shall immediately notify the County before signing the Agreement.

7. Drug Free Workplace Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the

following actions: publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations; establish a Drug-Free Awareness Program to inform employees about the following:

a. The dangers of drug abuse in the workplace;

b. The person's or organization's policy of maintaining a drug-free workplace;

c. Any available counseling, rehabilitation and employee assistance programs; and,

d. Penalties that may be imposed upon employees for drug abuse violations.

e. Every employee who provides services under this Agreement will:
receive a copy of the Subrecipient's drug-free policy statement and agree to abide by the terms of the Subrecipient's statement as a condition of employment.

8. Environmental Protection Regulations

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient ensures that it complies with all applicable standards, order, or requirements under the Clean Air Act, the Federal Water Pollution Control Act, Executive Order 11738, and EPA regulations. The authorized representative, in signing this Agreement, certifies that he/she has read and that his/her agency is in compliance with all terms.

Energy Policy and Conservation Act – Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Air or Water pollution Violation – Subrecipient shall not be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district; subject to cease and desist order not subject to review issued pursuant prohibitions; or finally determined to be in violation of provisions of federal law relating to air and water pollution.

9. Fair Labor Standards Act (1938) provides minimum wage and overtime requirements.

Under FLSA, all non-exempt employees are entitled to cash overtime for all hours worked over 40 in a workweek. The Act, as amended by the Minimum Wage Increase Act of 1996, is enforced by the Wage and Hour Division of the Department of Labor and private lawsuits.

10. Family Educational Rights and Privacy Act of 1974 and related state law and regulations require the proper disclosure of individually identifiable records. All state and County information is confidential when it identifies an individual or an employing unit. Confidential information requires special precautions such as, but not limited to, locked files, computer passwords, and assigned staff access, to protect it from loss, unauthorized use, access, disclosure, modification and destruction.
11. Family and Medical Leave Act (1993) requires that employers, with 50 or more employees, provide up to 12 weeks of unpaid leave, with any 12-month period, to employees for the care of a newborn or adopted child, for the care of a seriously ill family member, or for treatment and care of the employee's own serious medical condition. The Act is enforced by the Wage and Hour Division of the Department of Labor.
12. Immigration Reform and Control Act (1986) requires employers to verify that applicants for employment are authorized to work in the United States. The Act provides civil and criminal penalties for knowingly employing unauthorized aliens and prohibits discrimination based on national origin or citizenship if the alien is authorized to work. The Act is enforced by the Department of Justice and the Department of Homeland Security.
13. Jobs for Veterans Act (Public Law 107-288): By signing this Agreement, the Subrecipient hereby assures and certifies that it will comply with the provisions of this Act and establish a priority for service for veterans (and some spouses) who otherwise meet the eligibility requirements for participation in the program.

14. Military Selective Service Act ("MSSA") shall be insured by the Secretary that each individual participating in any WIOA program or receiving any assistance or benefit under this chapter has not violated Section 3 of the MSSA (50 U.S.C. 453) by not presenting and submitting to registration as required pursuant to such section. The Director of the Selective Service System shall cooperate with the Secretary in carryout out this section.

15. False Claims Act ("FCA") provides, in pertinent part, that: (a) Any person who (1) knowingly presents, or causes to be presented, to an officer or employee of the United States Government or a member of the Armed Forces of the United States a false or fraudulent claim for payment or approval; (2) knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government; (3) conspires to defraud the Government by getting a false or fraudulent claim paid or approved by the Government; or (4) knowingly makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the Government; is liable to the United States Government for a civil penalty of not less than $5,000 and not more than $10,000, plus 3 times the amount of damages which the Government sustains because of the act of that person. (b) For purposes of this section, the terms "knowing" and "knowingly" mean that a person, with respect to information (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information, and no proof of specific intent to defraud is required. While the False Claims Act imposes liability only when the claimant acts "knowingly," it does not require that the person submitting the claim have actual knowledge that the claim is false. A person, who acts in reckless disregard or in deliberate ignorance of the truth or falsity of the information, also can be found liable under the Act. In sum, the False Claims Act imposes liability on any person who submits a claim to the federal government that he or she knows (or should know) is false. The False Claims Act also imposes liability on an individual who may knowingly submit a false record in order to obtain payment from the government. The third area of liability includes those instances in which someone may obtain money from the federal government to which he may not be entitled, and then uses false statements or records in order to retain the money. In addition to its substantive provisions, the FCA provides that private parties may bring an action on behalf of the United States.

31 U.S.C. 3730 (b). These private parties, known as "*qui tam* relators," may share in a percentage of the proceeds from an FCA action or settlement. Section 3730(d)(1) of the FCA provides, with some exceptions, that a qui tam relator, when the Government has intervened in the lawsuit, shall receive at least 15 percent but not more than 25 percent of the proceeds of the FCA action depending upon the extent to which the relator substantially contributed to the prosecution of the action. When the Government does not intervene, section 3730(d)(2) provides that the relator shall receive an amount that the court decides is reasonable and shall be not less than 25 percent and not more than 30 percent. The FCA provides protection to *qui tam* relators who are discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of their employment as a result of their furtherance of an action under the FCA. 31 U.S.C. 3730(h).

16. National Labor Relations Board ("NLRB") certifies that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a federal court which orders the Subrecipient to comply with an order of the NLRB.

17. Nondiscrimination Clause the conduct of the Parties to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 and the Rules and Regulations promulgated under the provision of WIOA, Section 188. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws: The nondiscrimination and equal opportunity provisions found in Section 188 of WIOA and 29 CFR Part 38 prohibition of 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; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individual with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education

Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The Subrecipient assures that it will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-Financially Assisted Program or Activity, and to all agreements that the grant applicant makes to carry out the WIOA Title – Financially Assisted Program or Activity. The Subrecipient will comply fully with the nondiscrimination and equal opportunity provisions of the WIOA and acknowledge the government's right to seek judicial enforcement of the nondiscrimination assurance. The Subrecipient will conform to nondiscrimination provisions of the WIOA and other federal nondiscrimination requirement as referred to in WIOA Section 188. WIOA Sec. 184 (f): Discrimination Against Participants: If the County determines that any recipient under WIOA Title I has discharged or in any other manner discriminated against a Participant or against any individual in connection with the administration of the program involved, or against any individual because such individual has filed any complaint or instituted or caused to be instituted any proceeding under or related to WIOA Title I, or has testified or is about to testify in any such proceeding or investigation under or related to WIOA Title I, or otherwise unlawfully denied to any individual a benefit to which that individual is entitled under the provision of WIOA Title I or the County's regulations, the County shall, within thirty (30) days, take such action or order such corrective measures, as necessary, with respect to the recipient or the aggrieved individual, or both.

18. The Subrecipient assures that it has an Equal Employment Opportunity ("EEO") policy that complies with the nondiscrimination and equal opportunity provisions of WIOA and its implementing regulations. Subrecipient assures that its EEO policy covers staff and Participants served under this Agreement and that it does not discriminate, 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, in the selection of Participants and staff personnel. The policy shall cover, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and

selection for training. The Subrecipient will take action to ensure that applicants, Participants or employees are treated during training/employment without regard to 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. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Subrecipient agrees to post, in conspicuous places available to employees and applicants for employment and/or training, notices setting forth the provision of this nondiscrimination clause. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and the Subrecipient may be declared ineligible for further government contracts in accordance with policies authorized in Executive Order 11246 of 1965, last amended 1996, and the Equal Employment Opportunities Act of 1972 and the amendments to the Civil Rights Act of 1991.

19. Occupational Safety and Health Act (1970) requires all employers to provide a work place that is free from recognized hazards that cause, or are likely to cause, death or serious physical harm to employees. The Act also establishes the Occupational Safety and Health Administration that is responsible for promulgating workplace safety standards and regulations for various industries. The Act is enforced by the Occupational Safety and Health Administration.

20. Political Reform Act (of 1974, amended in 1996) requires each state and local agency to adopt a conflict of interest code. Conflict of interest codes are required to prohibit officials of any state or local government agency from making, participating or in any way attempting to use their official position to influence a governmental decision in which the official knows or has reason to know that he or she has a financial interest.

21. Sectarian Activities are not permitted and does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatsoever, as

specified by Article XVI, Section 5, of the Constitution regarding separation of church and state.

22. Vietnam Era Veteran's Readjustment Assistance Act (1974) makes it unlawful for employers to discriminate against veterans of the Armed Forces in their employment practices. It also provides veterans with certain reemployment, seniority, health benefit, and pension rights with respect to prior employment.

23. Whistleblower Protection Statutes (1989) protect employees of financial institutions and government Subrecipients from discriminatory and retaliatory employment actions because of reporting violations of the law to federal authorities. The Act is enforced by the Wage and Hour Division of the Department of Labor.

24. Procurement of Recovered Materials The requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines from discriminatory and retaliatory employment actions because of reporting violations of the law to federal authorities. The Act is enforced by the Wage and Hour Division of the Department of Labor.

25. Domestic preferences for procurements As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

26. Subgrant Agreement compliance requirements

(a) All Subrecipient staff and subcontractors that are provided access to any data systems of the Pass-through Entity, excluding CalJOBS, are required to complete and sign an Employee Confidentiality Statement (DE 7410).

(b) Each party shall promptly return to the other party confidential information when

its use ends or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

(c) If the Pass-through Entity or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Subrecipient agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

(d) The Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume distribution services at the same time the individual enrolls in CalJOBS. Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of this subgrant agreement, the confidentiality requirements of this subgrant agreement and any other terms of this subgrant agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:

1. All client information submitted over the internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution Service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the Subrecipient, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services.

2. Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
3. An AJCC client must still be given the option to use the AJCC's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This

   option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC Operator.
4. The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
5. When the Pass-through Entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subrecipient. The Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.

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

FOR THE SUBRECIPIENT:
Name: Stephanie Adams
Title: Deputy Director/Administrator
Telephone: 951-955-3100
Fax: 951-955-3131

P. Definitions

- **Adult Mentoring** — Youth advocacy, instruction and constructive critiquing of youth's academic performance and social behavior provided by a caring adult to challenge youth to attain short-term goals that will ultimately lead to becoming self-sufficient and successful adults.
- **Apprenticeship** — A qualified apprenticeship is a program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency.
- **Assessment** — An independent and comprehensive evaluation of an individual to identify skills, abilities, aptitudes and interest, used to design an Individual Service Strategy (ISS).
- **Basic Skills Deficient** — An individual youth who has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or an individual that is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.
- **Basic Skills Training** — Remedial training in reading comprehension, math computation, writing, speaking English at a level to function on the job, in the individual's family, or in society, listening, problem solving, reasoning and the capacity to use these skills. Remedial training should measurably increase the individual's level above the 8th grade.
- **Career Pathway** — The term "career pathway" means a combination of rigorous and high-quality education, training, and other services that

  a) aligns with the skill needs of industries in the economy of the State or regional economy involved;

  b) prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the "National Apprenticeship Act"; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.);

  c) includes counseling to support an individual in achieving the

  individual's education and career goals;

d) includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster; same context as workforce preparation activities and training for a specific occupation or occupational cluster;

e) organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;

f) enables an individual to attain a secondary school diploma or its recognized equivalent and at least 1 recognized postsecondary credential;

g) helps an individual enter or advance within a specific occupation or occupational cluster.

- Career Planning — The term "career planning" means the provision of a client-centered approach in the delivery of services, designed to a) prepare and coordinate comprehensive employment plans, such as service strategies, for Participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer- based technologies; and b) provide job, education, and career counseling, as appropriate during program participation and after job placement.
- Case Management — The provision of a client-centered approach in service delivery to a) prepare and coordinate comprehensive service strategies for Participants; b) ensure access to necessary workforce innovation opportunity activities and supportive services, using, where feasible, computer-based technologies; c) provide job and career counseling during program participation and after job placement.
- Classroom Training — Training conducted in a classroom setting designed to train Participants in specific skills and/or vocation.
- Co-enrollment — Participants, 18-24, who simultaneously receive services in both the Youth and the Adult WIOA program.

• Community-Based Organization	The term "community based organization" means a private nonprofit organization (which may include a faith-based organization), that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce development.
• Competitive Integrated Employment	This term has the meaning given to it in section 7 of the Rehabilitation Act of 1973 (29 U.S.C. 705), for individuals with disabilities.
• Completion of an Industry Recognized Certificate, or a Post-Secondary Credential	This term means a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State involved or Federal Government, or an Associate or Baccalaureate degree.
• Department of Labor (DOL)	Means the U.S. Department of Labor, including its agencies and organizational units.
• Diploma (Secondary or GED)	Awarded upon successful high school graduation. It is awarded by the school in accord with local and state requirements. Typically, selected coursework meeting specified criteria and passing grades on the state exit examination are required. Also, any credential that the state education agency accepts as equivalent to a high school diploma (GED).
• Exit Quarter	Represents the calendar quarter in which the date of exit is recorded for the individual.
• Foster Youth	A youth aged 14 through 19 years, who has been removed from his/her home pursuant to Welfare and Institutions Code sections 300, 309, or 602, and is receiving child welfare services through the Department of Public Social Services.
• Guidance and Counseling	A service provided to develop positive attitudes towards learning and social behavior, self-esteem building, decision making leading towards the future and responsible citizenship – all leading towards future careers/employment.

- **In-Demand Industry Sector or Occupation**

  a) In general, this term means (i) an industry sector that has a substantial current or potential impact (including through jobs that lead to economic self-sufficiency and opportunities for advancement) on the State, regional, or local economy, as appropriate, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors; or (ii) an occupation that currently has or is projected to have a number of positions (including positions that lead to economic self-sufficiency and opportunities for advancement) in an industry sector so as to have a significant impact on the State, regional, or local economy, as appropriate.

  b) Determination-the determination of whether an industry sector or occupation is in-demand under this paragraph shall be made by the State board or local board, as appropriate, using State and regional business and labor market projections, including the use of labor market information.

- **Indirect Cost Rate**

  The rate a Subrecipient may charge the agreement for indirect costs that is determined by an approved, cognizant federal agency.

- **Individual Service Strategy (ISS)**

  A standard tool used to reflect comprehensive youth service needs, program goals and strategy and timelines for achieving these goals throughout and following the program.

- **Individual with a Barrier to Employment**

  This term means a member of one or more of the following populations:
  a) Displaced homemakers.

  b) Low-income individuals.

  c) Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166.

  d) Individuals with disabilities, including youth who are individuals with disabilities.

  e) Older individuals.

  f) Ex-offenders.

  g) Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), or homeless children and youths

(as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2))).

h) Youth who are in or have aged out of the foster care system.

i) Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.

j) Eligible migrant and seasonal farmworkers, as defined in section 167(i).

k) Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.).

l) Single parents (including single pregnant women).

m) Long-term unemployed individuals.

n) Such other groups as the Governor involved determines to have barriers to employment.

- Individual with a Disability — In general, this term means an individual with a disability as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102).
- In-Program Skill Gains — Measurable skill gains attained by program Participants while they are placed in education or training that leads to a recognized postsecondary credential or to employment.
- In-School Youth — An individual who is attending school (as defined by State law); not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than age 21; a low-income individual; and one or more of the following:

  a) Basic skills deficient.

  b) An English language learner.

  c) An offender.

  d) A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6)); a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42

U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out of home placement.

e) Pregnant or parenting.

f) A youth who is an individual with a disability.

g) An individual who requires additional assistance to complete an educational program or to secure or hold employment.

- **Labor Market Area** — This term means an economically integrated geographic area within which individuals can reside and find employment within a reasonable distance or can readily change employment without changing their place of residence. Such an area shall be identified in accordance with criteria used by the Bureau of Labor Statistics of the Department of Labor in defining such areas or similar criteria established by a Governor.

- **Leadership Development Opportunities** — Activities that foster positive social behavior, decision making, teamwork and other activities, including:

  a) exposure to post-secondary educational opportunities
  b) community and service learning projects
  c) peer-centered activities, including peer mentoring and tutoring
  d) organizational and teamwork training, including team leadership training
  e) training in decision-making, including setting priorities
  citizenship training, including skills training such as parenting, work behavior training and budgeting of resources.

- **Literacy** — The ability to read, write, and speak in English, compute and solve problems, at the levels of proficiency necessary to function on the job, in the family of the individual and in society.

- **Low Income Individual** — An individual who meets at least one of the following criteria:

  a) Receives (or has received in past 6 months) or is a member of a family that receives (or has received in last 6 months) assistance via SNAP, TANF or the supplemental income program of the Social Security Act.

b) Is in a family with total family income that does not exceed the higher of the poverty line or 70% of the lower living standard income level.

c) Qualifies as a homeless individual, as defined in the Violence Against Women Act of 1994 or the Stewart B. McKinney Homeless Assistance Act.

d) Receives or is eligible to receive free or reduced price lunch.

e) Is a foster child on behalf of whom State or local government payments are made.

f) Is an individual with a disability who meets the income requirements of the program, but is a member of a family whose income does not meet income requirements.

g) Further, for the purposes of determining youth Participant eligibility, "low-income" also includes youth living in a "high-poverty area."

- Lower Living Standard Income Level — This term means that income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget issued by the Secretary.

- Non-Traditional Employment — This term refers to occupations or fields of work, for which individuals from the gender involved comprise less than 25 percent of the individuals employed in each such occupation or field of work.

- Occupational Skills Training — Training that includes apprenticeship programs and/or training opportunities in local growth industries.

- Offender — Any juvenile:

  (a) who is or has been subject to any stage of the criminal justice process, for whom services under this Act may be beneficial; or

  (b) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

- On-the-Job-Training — This term means training by an employer that is provided to a paid Participant while engaged in productive work in a job that:

a) provides knowledge or skills essential to adequate performance of the job; and b) is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the Participant; and c) is limited in duration as appropriate to the occupation for which the Participant is being trained, taking into account the content of the training, the prior work experience of the Participant, and the service strategy of the Participant; and d) is in a high demand industry or occupation.

- Outcome — Documented effect or impact of a service or intervention
- Out-of-School Youth — An individual who is not attending any school (as defined under State law); not younger than age 16 or older than age 24; and one or more of the following:

  a) A school dropout.

  b) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter.

  c) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is (i) basic skills deficient; or (ii) an English language learner.

  d) An individual who is subject to the juvenile or adult justice system.

  e) A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))); a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))); a runaway, in foster care or has aged out of the foster care system; a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement.

  f) An individual who is pregnant or parenting.

  g) A youth who is an individual with a disability.

  h) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

- **Participant** — An individual who has been determined to be eligible to participate in and who is receiving services (except follow-up services) under a program authorized by this title. Participation commences on the first day, following determination of eligibility, on which the individual begins receiving training or other services provided under WIOA.

- **Performance Measures** — Indicators that measure program outcomes and performance imposed by the Department of Labor and State of California on EDA and its WIOA Subrecipients.

- **Pre-employment/ Work Maturity Skills** — The skills that assist a youth to find and keep employment, such as, resume writing, completing job applications, interviewing techniques, how to dress for a job, punctuality and attendance, attitudes/behavior, task completion, etc.

- **Program Activities** — Direct or indirect services provided by a Subrecipient, collaborative or outside agency, designed to achieve youth program outcomes. Examples are adult mentoring, client management, computer literacy training, work experience, etc.

- **Program Elements** — WIOA Section 129(c)(2) includes 14 program elements. In order to support the attainment of a secondary school diploma or its recognized equivalent; entry into postsecondary education; entry into training; attainment of a recognized postsecondary credential; career readiness for Participants; and placement in employment, the program shall provide elements consisting of the following:

  a) Tutoring, study skills training, instruction, evidence-based dropout prevention and recovery strategies leading to secondary school completion or equivalent, or to recognized postsecondary credential.

  b) Alternative secondary school services or dropout recovery services.

  c) Paid and unpaid work experiences, including summer and year-round employment opportunities, pre-apprenticeships, internships, job shadowing, and on-the-job training opportunities.

d) Occupational skills training, with priority given to programs leading to recognized postsecondary credentials aligned with in-demand industry sectors/occupations.

e) Education offered concurrently and in the same context as workforce preparation activities and training for specific occupation or occupational cluster.

f) Leadership activities, including community service, peer-centered activities encouraging responsibility and other positive social/civic behaviors.

g) Supportive Services.

h) Adult Mentoring for at least 12 months.

i) Follow-up Services for at least 12 months after Exit.

j) Comprehensive Guidance and counseling.

k) Financial Literacy Education.

l) Entrepreneurial Skills Training.

m) Labor market and employment information about in-demand industry sectors.

n) Preparation for transition to postsecondary education/training.

- Program Exit Date — Determined by CALJOBS. Typically counted when a Participant does not receive any WIOA-funded or non-WIOA funded partner service for 90 days and is not scheduled for future services except follow-up services; represents the last day on which Participant receives service funded by the program or a partner program. The term "exit" is also used to determine when to count an individual in a specified reporting period. Each individual becomes part of an exit cohort, a group who is determined to be "exiters" within a particular quarter and are looked at together for performance measurement purposes

- School Dropout — A school dropout is defined as an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.
- Service Contract (SC) — An agreement developed and executed between the Subrecipient and collaborative Contractors in relation to the operational management of a Youth Program.
- Subcontract — A legal agreement whereby an organization agrees to provide services, activities or materials necessary to fulfill the agreement.
- Subrecipient — A Subrecipient is a legal entity to which a subaward is made and which is accountable to the recipient for use of the funds provided. Characteristics of a Subrecipient are when the organization receiving a Federal award performs the following activities: determines Eligibility for the Program, has its performance measured against the objectives of the Federal program, has responsibility for programmatic decision making, has responsibility for adherence to applicable program compliance requirements (for example, federal regulations) and uses Federal Funds to carry out a program of the organization as opposed to providing goods or services for a program.
- Supportive Services — This term refers to services such as transportation, child care, dependent care, housing, and needs-related payments, which are necessary to enable an individual to participate in activities authorized under this Act.
- Unemployed — This term means an individual who is without a job and who wants and is available for work. The determination of whether an individual is without a job, for purposes of this Act, shall be made in accordance with the criteria used by the Bureau of Labor Statistics of the Department of Labor in defining individuals as unemployed.
- WIOA Local Area — Local workforce development areas within the state that take into consideration:
  a) geographic areas served by local educational agencies, intermediate educational agencies, post-secondary educational institutions and vocational education schools;
  b) extent to which such local areas are consistent with labor market areas;

c) distance that individuals will need to travel to receive services; resources of such local areas that are available to effectively administer the activities carried out under WIOA.

• Work Experience	Planned, structured learning experiences that takes place in a workplace for a limited period of time and may be paid or unpaid, in the private, for-profit sector; the non-profit sector; or the public sector. Work-based learning experiences are designed to enable youth to gain exposure to the working world and its requirements.
• Workforce Development System	A system that makes available the core programs, the other one-stop partner programs, and any other programs providing employment and training services as identified by a State board or local board.
• Workforce Preparation Activities	Activities, programs, or services designed to help an individual acquire a combination of basic academic skills, critical thinking skills, literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, and understanding systems, and obtaining skills necessary for successful transition into and completion of post-secondary education or training, or employment.
• Youth-Opportunity Center or YOC	A safe, comfortable, youth-friendly environment where youth can access a variety of services to meet their needs. The facility must be accessible by public transportation and must be Americans with Disabilities Act compliant.

[Signatures on Following Page]

SIGNATURES

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

COUNTY:

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

Signature: _____

Name: V. Manuel Perez

Title: Board of Supervisors, Chair

Dated: SEP 2 2 2025

SUBRECIPIENT:

CALIFORNIA FAMILY LIFE CENTER, a California non-profit corporation

Signature: Mary Jo Ramirez

Name: Mary Jo Ramirez

Title: Executive Director

Dated: 08/28/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:
MINH C. TRAN
COUNTY COUNSEL

By: _____

Paula S. Salcido
Deputy County Counsel

Dated: 9-9-2025

SEP 2 2 2025 3.31

Exhibit 1: Scope of Work

California Family Life Center ("Subrecipient"), shall perform the following services and work, in connection with the Workforce Innovation and Opportunity Act ("WIOA") Cost Reimbursement Agreement for Youth Opportunity Center operations from October 1, 2025 through June 30, 2026 ("Agreement"), between the County of Riverside ("County") and California Family Life Center ("Subrecipient"):

1. Background

The Subrecipient has committed to operating a year-round youth program through a Youth Opportunity Center ("YOC") located in Riverside County as specifically detailed below in **Section 2** and designed to accomplish the objective of WIOA ("Program"). The purpose of the Program is to provide high quality services for youth and young adults beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training in in-demand industries and occupations, and culminating with a good job along a career pathway or enrollment in post-secondary education.

2. YOC Location and Hours of Operation

The Subrecipient has committed to operating the Program at the YOC at the below location and hours of operation. The Subrecipient will provide Program services at the designated YOC on a year-round basis during the term of the Agreement.

Jurupa Valley aka Rubidoux Youth Opportunity Center
5656 Mission Blvd.
Riverside, CA 92509
Phone: (951) 683-9622
Fax: (951) 683-9630
Email Address: mjramirez@cflckids.org
Hours of Operation: Monday – Friday, from 8:00 a.m. – 5:00 p.m.

3. Target Population

The target population (also referred to as customers or participants) for Program services under this Agreement includes eligible Out-of-School Youth (OSY) ages 16-24 and eligible In-School Youth (ISY) ages 16-21. **Exhibit 2** of this Agreement contains the monthly enrollment plan for both OSY and ISY.

4. Quality Assurance Certification

The County requires each YOC to implement a Continuous Quality Assurance System to ensure the WIOA Youth Program delivers high quality services to its customers. The program must be evaluated and certified as meeting or exceeding the established quality standards by an independent Quality Assurance Agency within (30) days of contract award. If not already certified, YOC's must be certified within six (6) months of contract award or provide status of application/ and/ or progress of certification from the agency conducting the review and certification. Proof of certification and renewal must be submitted to the County.

5. Program Components

a) Intake and Eligibility

The Subrecipient shall follow the eligibility criteria set forth in the Riverside County Housing and Workforce Solutions Department Workforce Development Division (HWS WDD) WIOA Youth Program Policies & Procedures Manual (19-01). Additional guidelines for WIOA Youth Enrollment, Comprehensive Assessment and Individual Service Strategy ("ISS") are also included in the aforementioned manual.

b) Assessment

1. Pre/Post Assessments – The Subrecipient shall utilize the Comprehensive Adult Student Assessment System ("CASAS"). The CASAS assessment system shall be used to pre-test each Participant in Literacy (Reading Comprehension) and Numeracy (Math Computation) educational levels. Subrecipient will also utilize the CASAS to post-test each individual for measuring Literacy and Numeracy improvements.

2. CASAS Employability Competency System ("ECS") – The Pre-employment and Work Maturity Checklists in the CASAS-ECS shall be used as a guide to assess Participants in the following areas: Pre-Employment Skills, Job Retention Skills, and Occupational Skills. The CASAS-ECS system shall be used to pre-test and post-test each Participant.

3. The Subrecipient may also use any available CASAS material for Speaking Skills, Listening Skills, Problem Solving and Reasoning, Life Skills, and Interest/Aptitude areas. However, if alternate assessment materials are

implemented, Subrecipient shall be responsible for insuring that materials used meet generally accepted standards for the Riverside County WIOA Youth Program. Subrecipient shall document all Assessment results and progress on the Participant's ISS and in the CalJOBS system.

c) Individual Service Strategy ("ISS")

The Subrecipient shall determine what program elements will be provided to each youth, based on individual assessment results and development of an ISS. In order to encourage active participation in all ISS activities, the Subrecipient shall formally review all files on a continuous basis. In the event Participants are enrolled in excess of one (1) year, each file shall have the following notated in the file:

- A thorough outline of services being provided.
- Demonstration of active participation in all ISS activities.
- A clear service strategy to obtain applicable program outcomes not previously attained.
- A projected exit date from the program.

d) Case Management & Life Coaching Activities

1. Subrecipient shall develop best practices in Case Management and Life Coaching that require organizational arrangements to support youth service delivery. Case Managers shall provide life coach activities, which guide an individual to maneuver through their internal landscape for the purpose of assisting them to explore, discover and attain their authentic desires and aspirations. Two key components to ensure successful outcomes from the life coaching relationship include the establishment and definition of each individual's role and responsibilities, (case manager and Participant), and the establishment and definition of each individual's (Participant) role and responsibilities, and the establishment of the Participant's commitment to taking a pro-active role in their transformation process. The premise of this activity is to guide the Participant to explore and access their unique internal potential to solve problems when life challenges present themselves. Ultimately, the Life Coach (i.e. the case manager) is assisting the Participant in gaining self-confidence in their abilities by helping them recognize that they have the ingenuity to successfully overcome the obstacles they encounter. The

Subrecipient shall have staff that have been trained for the approach and its application to the particular practice setting and strategies to ensure that the YOC can be responsive to evidence from practice and advocate for systemic and policy change to support service delivery.

2. The principles that underpin Case Management are individualized service delivery based on comprehensive assessment that is used to develop an ISS. The plan is developed in collaboration with the youth and reflects their choices and preferences for the service arrangements being developed. The goal is to empower the youth and ensure that they are involved in all aspects of the planning and service arrangement in a dynamic way.

3. The Case Manager shall coordinate the process, consulting informal and key providers or Contractors to ensure that the plan is developed appropriately, clearly contracted and monitored for effective and financially accountable service provision based on specified and desired outcomes. The case manager and the YOC are expected to maintain quality in service provision for individual youth.

4. The Case Management approach assumes that youth with complex and multiple needs will access services from a range of providers or Contractors and the goal is to achieve seamless service delivery. This assumption highlights that the concept of Case Management is based in service provision arrangements that require different responses from within organizations and across organizational boundaries.

5. Case Managers provide the coordinating and specialist activities that flow from the particular setting, program and youth population. However, it is usual to identify the following process as core to Case Management: screening, assessment/risk management, career development planning, implementing service arrangement, monitoring/evaluation and advocacy. Case management shall be ongoing, frequent and documented in CalJOBS.

6. In order to ensure active engagement and continuous support for each Participant, the Subrecipient shall conduct, activity/contact reviews with the Participant during the main program at a minimum of 30-day, 60-day, and 90-day reviews. These reviews shall be documented in CalJOBS electronic case notes. The Subrecipient shall document specific effort(s) made to contact Participants, (e.g., telephone contact and results; attempted telephone contact with no answer; voice mail message on home or cell number in file; use of social media; attempted telephone contact at all alternate numbers in file; use of text message; use of email; use of postcard) in CalJOBS within one (1) week of contact. The expectation is that regular contacts and interaction will prevent any gaps in services (e.g., 90-days with no activity), as this would cause CalJOBS to soft exit the youth automatically from the program.

e) Youth Activities

In order to support the attainment of a secondary school diploma or its recognized equivalent; entry into postsecondary education; entry into training; attainment of a recognized postsecondary credential; career readiness for Participants; and placement in employment, the program shall provide the following:

1. Tutoring, study skills training, instruction, evidence-based dropout prevention and recovery strategies leading to secondary school completion or equivalent, or to recognized postsecondary credential;
2. Alternative secondary school services or dropout recovery services;
3. Paid and unpaid work experiences, including year-round employment opportunities, pre-apprenticeships, internships, job shadowing, and on-the- job training opportunities;
4. Occupational skills training, with priority given to programs leading to recognized postsecondary credentials aligned with in-demand industry sectors/occupations;
5. Education offered concurrently with workforce preparation and training for specific occupation or occupational cluster;
6. Leadership activities, including community service, peer-centered activities encouraging responsibility and other positive social/civic behaviors;
7. Supportive Services;

8. Adult Mentoring for at least twelve (12) months;
9. Follow-up Services for at least twelve (12) months after Exit;
10. Comprehensive Guidance and counseling;
11. Financial Literacy Education;
12. Entrepreneurial Skills Training;
13. Labor market and employment information about in-demand industry sectors;
14. Preparation for transition to postsecondary education/training.

NOTE: Prohibitions – Noninterference and non-replacement of regular academic requirement – The Riverside County WDB prohibits the use of WIOA funds to provide an activity for eligible youth who are not school dropouts if participation in the activity would interfere with or replace the regular academic requirement or the youth. (WIOA Section 129 (c)(6)(B); WIOA Section 129(a)(1))

f) Occupational Skills Training

The Subrecipient may offer Occupational Skills Training ("OST"). OST may be conducted in a classroom setting and curriculum is designed to meet the technical needs of the workplace. OST classes are categorized as training services under WIOA and OST providers are required to be on the Eligible Training Provider List ("ETPL") or higher education provider. OST provides WIOA Participants with the technical skills necessary to perform a specific job or group of jobs. The duration of OST activities varies based on many factors; however, the following considerations shall be applied to each Participant: WIOA services are intended to provide the Participant with the most efficient and cost-effective method for reaching educational/employment goals, with employment being the ultimate goal. WIOA services and the financial resources associated with WIOA are not intended to provide long-term training services such as a four-year, post-secondary education degree.

1. Individual Training Account ("ITA") Requirements:
    a) Training is approved & listed on the ETPL.
    b) Reasonable expectation of self-sufficient employment upon completion of training.
    c) The coursework can be completed in a reasonable time period.

d) The coursework is required for entry into a specific occupation.

e) There are no other viable options for services or training that will lead a Participant to self-sufficient employment.

f) The costs of training are feasible within the financial resources of the Subrecipient budget.

g) Support for Youth

1. Supportive services may only be provided to enrolled WIOA Youth Program Participants in accordance with the Riverside County Housing and Workforce Solutions-Workforce Development Division Policy Number 19-01. Website address for locating above referenced policies may be found under, N. General Provisions, 29 Applicable Websites.

2. Examples of approved Support Services:
   - Individual & Family Counseling
   - Access to Information and Referrals
   - Substance Abuse
   - Teen Pregnancy
   - Anti-Criminal/Gang Parenting Classes and Support
   - Transportation
   - Childcare Assistance
   - Tuition Assistance
   - Work-Related Clothing & Tool Follow-up Activities
   - Adult Mentoring

h) Incentives

Incentives may be awarded to WIOA Participants for achieving WIOA performance measure(s). It is not required to award all of them if attained; however, the Subrecipient is encouraged to make use of incentives to motivate youth towards successful outcomes, when funding permits. WIOA funds can also be used to reward Participants in recognition of achievement of milestones in programs tied to work experience, education or training. *NOTE: Federal funds* ***must not*** *be spent on entertainment, such as movie or sporting event tickets or gift cards to movie theaters or other venue whose sole purpose is entertainment.* In order to provide an incentive

to the Participant, Subrecipient must document the successful completion of the Participant's performance measurements and track the monetary incentive distribution. Incentives may be awarded in lump sums, per category, or through a combination of activities in each category. The amount awarded must not exceed the amount listed for each category in the table below with the maximum aggregate award not to exceed $400 per Participant. Please refer to Policy 19-01 for policy procedures.

i) Customer Satisfaction Survey

The Subrecipient shall implement a customer survey to measure youth satisfaction in the YOC. The Subrecipient shall upload their survey reports to youth data folder that can be found at:
https://rivcounty.sharepoint.com/sites/wodcXnt/SitePages/Youth%20Data.aspx
within fifteen (15) days of the end of each quarter for the program year. The data collected shall be used to improve services to youth in the Riverside County.

j) Follow-up Services

1. All youth Participants shall receive some form of follow-up services for at least twelve (12) months after the program closure/State Exit has been completed and confirmed. The twelve (12) month period shall begin the day after the State Exit date, and may continue beyond twelve (12) months at the discretion of Subrecipient. The types of services provided and the duration of services shall be based on the needs of the youth to ensure their success in employment and/or post-secondary education. The type and intensity of follow-up services may differ for each Participant, but shall include more than only a contact attempt made for securing documentation in order to report a performance outcome. Specifically, the goal of follow-up services for OSY (ages 16-24) is to ensure job retention, wage gains, and career progress for individuals who obtained unsubsidized employment as defined in the Participant's ISS. The goal of follow up services for ISY (16-21) is to enable the individual to continue lifelong learning and achieve a level of self-sufficiency, as defined in the Participant's ISS.

2. The Subrecipient shall develop a follow-up assessment tool to determine what type and amount of follow-up is needed. The tool shall include: work history, reasons youth have previously left jobs or dropped out, social skills, life skills crisis, stress management skills, attitude towards work or school and barriers to employment and/or school completion.

3. After the follow-up assessment, the Subrecipient shall develop a follow-up plan with the youth prior to exiting the program. The plan should include the following: retention or follow-up assessment, list of people and resources youth could use, goals to reach while in job and before quitting, goals to reach in school before graduation, plans for transportation, childcare and alternative contacts that include name, address, phone number, email address. The results shall be documented in case notes.

4. The Subrecipient's follow-up plan, while holding the Participant accountable for their actions, shall track the following areas:
   - Develop reminder system for sending out letters, or scheduling telephone contacts.
   - Be respectful of youth's work and home life.
   - Maintain high expectations and plenty of support.
   - Provide additional support, as necessary, which could include, counseling and supportive services.
   - The Subrecipient may include guiding principles (discussed below) during the follow-up period. The objective is to match follow-up services to the youth's characteristics, needs and personal situation. The Subrecipient shall consider age, needs, at-risk status, family, school, personal support system, and workplace hours. NOTE: Please refer to WIOA Youth Program Policies and Procedures Manual No. 19-01 for required follow up requirements and documentation.

5. The following are key operating principles for employment and education retention and career advancement:
   - Close mentoring relationship.
   - High expectations.

- Smooth transition: pre-placement activities placement follow-up activities.
- Meeting physical and emotional needs as well as vocational needs.
- Non-intrusive contact with employers.
- Access to better jobs.

6. Performance Standards

The County negotiates Performance Measurement Standards ("Performance Standards") with EDD to establish the County's WIOA program outcome metrics. Established Performance Standards are then effective for two years. The County correspondingly promulgates Performance Standards for WIOA program subrecipients that are equal to or more restrictive (at the County's sole discretion) than the Performance Standards promulgated by EDD for the County.

Fiscal year 2025/2026 Performance Standards for the Program, shown in the table below, are effective through June 30, 2026. Following completed negotiations between EDD and the County establishing fiscal year 2026/2027 Performance Standards, the County will correspondingly promulgate updated Performance Standards for the Subrecipient, which shall be memorialized and incorporated into a new Agreement or amendment to this Agreement.

The County shall utilize Management Information Systems ("MIS") reports, derived from the CalJOBS database to measure the Subrecipient's performance throughout the term of the Agreement. The Subrecipient shall maximize exit strategies to coincide with performance measurements. Should Subrecipient conceal or give the appearance of exits being withheld in the program year and carried over to the new program year as negatives to attain performance measurement in the current year, the Subrecipient shall undergo an evaluation to determine if a refund is due back to the County.

WIOA Performance Measure	Fiscal Year 2025/2026 Minimum Performance Standards	Description of Measure
Employment Rate at 2nd Quarter after Exit	76%	The percentage of Participants who are found to be employed OR enrolled in secondary education, post-secondary education or occupational skills training during the second quarter after exit
Median Earnings at 2nd Quarter after Exit	$4,500	The median earnings of Participants who are in unsubsidized employment during the second quarter after program exit.
Employment Rate at 4th Quarter after Exit	75%	The percentage of Participants who are found to be employed OR enrolled in secondary education, post-secondary education or occupational skills training during the second quarter after exit
Credential Attainment	65%	The percentage of Participants who obtain a secondary school diploma, or its recognized equivalent, and who are either employed within 4 quarters after program exit or enrolled in a postsecondary program leading to a recognized postsecondary credential within one year (365 days) of program exit.
Measurable Skills Gain	85%	This indicator includes the number of Participants, who, during a FY, are in an education or training program that leads to a recognized postsecondary credential or employment, and who are achieving documented measurable skill gains.

7. CalJOBS Database System

All data required for the Program shall be recorded in CalJOBS. The Subrecipient shall be assigned logins, training and information on how to query program data. Data shall be validated according to documents uploaded via document imaging. Subrecipients shall enter data and Program components into CalJOBS. The Subrecipient shall use WIOA Youth Application Form 448-50. CalJOBS will require a secondary review (known as certification review) to be completed by the Subrecipient. Subrecipient shall assign a knowledgeable staff to review WIOA eligibility, ISS's, case notes and certify that they have completed these elements in CalJOBS. The Subrecipient shall enter data enrollment activities into CalJOBS. A list of acceptable activity codes shall be provided to the Subrecipient by the County that coincide with CalJOBS codes. All attainments of degree or recognized postsecondary credential, GED/HS Diploma credentials, entered employment, post-secondary education exits and follow-up, shall be submitted to the County's Management Information System ("MIS") unit.

Subrecipients shall scan all required documents and forms into CalJOBS. This will allow for remote access of information and reduce unnecessary delivery of paperwork to the WDD for data entry.

For exclusion closures or exits email requests to YOCInbox@rivco.org

Exhibit 2: Monthly Enrollment Plan

(Behind This Page)

Exhibit 2 – FY 2025-2026 Monthly Enrollment Plan

(For the period: October 1, 2025 – June 30, 2026)

Total FY 25/26 Carried in	Total FY 25/26 Enrollments
ISY 6	ISY 26
OSY 11	OSY 38
TOTAL 17	TOTAL 64

Monthly		
	New OSY Enrollments (60%)	New ISY Enrollments (40%)
July		
August		
September		
October	7	5
November	7	5
December	7	5
January	6	4
February	6	4
March	5	3
April		
May		
June		
SUBTOTAL	38	26
TOTAL	64	

Exhibit 3: Program Budget Table and Cost Allocation Plan

(Behind This Page)

Exhibit 3: FY2025/2026 Program Budget Table and Cost Allocation Plan

(For the period: October 1, 2025 – June 30, 2026)

LINE ITEM	AMOUNT
Section A – Participant Wages/Benefits	
1. Participant Wages (Work Experience or Limited Internships)	$ 113,025.00
2. Participant Fringe Benefits	$ 13,880.00
SUBTOTAL	$ 126,905.00
Section B – Staff Cost	
1. Staff Wages and Salaries	$ 337,451.00
2. Employer's Cost of Staff Benefits	$ 82,858.00
SUBTOTAL	$420,309.00
Section C – Other Program Expenses	
1. Travel Costs	$ 13,294.00
2. Program Expenses	$ 128,524.00
3. Other Expenses	$ 30,268.00
4. Vendor Service Contracts	$ 20,700.00
SUBTOTAL	$ 192,786.00
TOTAL	$ **740,000.00**

Changes to the program budget amounts and changes to allocations within budget table must be approved in writing by the County via an amendment as stated in Section G.11 of this Agreement.

The detailed Program Budget Sections and Cost Allocation Plan are on file with the County for reference.

PROGRAM LINE ITEM BUDGET FORM

WIOA YOUTH PROGRAM SERVICES

(For the period: October 1, 2025– June 30, 2026)

BUDGET STATEMENT	
SECTION A – PARTICIPANT WAGES/BENEFITS	
1. Participant Wages (work experience or limited internships) (64)	
Number of ISY slots 26	
General Number of slots 26 x $ 16.50/hr. x 20hrs/wk x 5.5 weeks = $ 47,190	
Number of OSY slots 38	
General Number of slots 38 x $16.50/hr. x 20hrs/wk x 5.25 weeks = $ 65,835	
TOTAL PARTICIPANT WAGES	$113,025
2. Participant Fringe Benefits (work experience or limited internships)	
FICA and Medicare Contribution: $ 113,025 x 7.65 % = $8,646	
Workers Compensation Insurance $ 113,025 x 5.00% x 95% x -2.5% (Ex Mod) = $ 5,234	$13,880
GRAND TOTAL PARTICIPANT WAGES AND FRINGE BENEFITS	**$126,905**

Program Line Item Budget Form

WIOA YOUTH PROGRAM SERVICES

(For the Period: October 1, 2025- June 30, 2026)

SECTION B – STAFF COST				
Staff Position & Name of Staff	**Number in Position**	**Yearly Salary Rate (a)**	**% Time Spent on WIOA (b)**	**TOTAL WIOA COST a x b)**
Executive Director, M. Ramirez	1	106,065	9.6884	**10,276**
Fiscal Director, E. Nadih	1	81,835	9.5082	**7,781**
Fiscal Accounts Manager, S. Fernandez	1	82347	35.7608	**29,448**
Career Coordinator, L. DeJesus	1	63,110	23.9503	**15,115**
Program Coordinator, J. May	1	58,051	44.8003	**26,007**
Business/Community Liaison, B. Ward	1	40,727	73.0842	**29,765**
Career Navigator, K. Thompson	1	42,397	76.2531	**32,329**
Career Navigator, P. Contreras	1	42,935	100	**42,935**
Career Navigator, L. Chaidez	1	38,027	100	**38,027**
Life Coach, Z. Bell	1	54,966	17.7001	**9,729**
Intake/Eligibilty Tech/Prog Support, S. Salinas	1	35,398	100	**35,398**
Tutor, M. Violasse (16 hrs)	1	23,977	100	**23,977**
Admin Assistant, M. Bryant	1	58,014	19.7246	**11,443**
Data Validation Tech, T. Suarez	1	44,405	33.33	**14,800**
Admin Clerk, M. Riestra	1	45,081	4.9689	**2,240**
Human Resources, M. Snow	1	56,340	10.7721	**6,069**
Fiscal Clerk, S. Caudel	1	42,533	4.9656	**2,112**
SUBTOTAL: STAFF SALARIES				**337,451**
Employer's Cost of Staff Benefits				
Benefits (Describe)		**Rate (%)**	**Salaries**	
FICA		7.65	**337,451**	**25,815**
Unemployment Insurance		.2448	**337,451**	**826**
Workers Compensation Insurance		.8028	**337,451**	**2,709**
Cell Phone Policy		.5163	**337,451**	**1,742**
Medical		13.0298	**337,451**	**43,969**
401 (K)		2.3106	**337,451**	**7,797**
SUBTOTAL: STAFF BENEFITS				**82,858**
SUBTOTAL: STAFF BENEFITS				**82,858**
SUBTOTAL: STAFF SALARIES				**337,451**
TOTAL: STAFF SALARIES & BENEFITS				**420,309**

NOTE: For staff salaries and other contract expenses that are supported by more than one project fund, the Contractor must develop a Cost Allocation Plan for those charges. This plan must be submitted with the proposal and must be updated as budget changes occur. This plan must be on file and available at all times for audit and monitoring.

Agreement Number: WDARC-96258-005-06/30
WIOA Youth Subgrant AA611025 / FY2025-2027
Catalog of Federal Domestic Assistance (CFDA) #17.259

Program Line Item Budget Form

WIOA YOUTH PROGRAM SERVICES

(For the Period: October 1, 2025- June 30, 2026)

SECTION-C - OTHER PROGRAM EXPENSES				
1. TRAVEL COST (s)				
[redacted]	Rate per Mile	Miles per Week	Number of Weeks	TOTAL WIOA COST
1a. YOC Employee's	0.70	301.54	39	8,232
1a.				
1b. Other Vehicle Costs				
Vehicle Costs: Lease/Rental/Mileage				5,062
SUBTOTAL TRAVEL (Total 1a. & 1b.)				13,294
2. Equipment (computer hardware/software included here*)				0
3. Consumable Supplies/Training Materials/Advertisement (Print/Reproduction costs)				11,681
4. Maintenance Repairs (include equipment repairs)/Janitorial				38,000
5. Rent: 2186 x 6 months 2246.66 x 3 months				19,856
6. Utilities (telephone, gas, electricity, water)				30,752
7. Insurance (bonding, liability, building, automobile)/Audit Fee(s)				19,135
8. Youth Incentive/Bonus Payments				2,250
9. Furniture (purchase/rent/lease)				250
10. Support Services				6,600
11. Other Expense (specify): StaffTrng/ Seminars/Mtgs/Workshops /ComSvc/PayProc/Emp Clearances/Verifications/Dues./Subscript/ ProfDues/Leadership/ EmploySrvcs,/Prof.Services Misc.				30,268
12. Vendor Service Contracts: SMPS Pro Media, Worth Visual Arts, Nexus Consulting, MITA				20,700
SUBTOTAL (#2-#12)				179,492
TOTAL OTHER PROGRAM EXPENSES – (Section C Only)				**192,786**
TOTAL PARTICIPANT/EMPLOYER COSTS – (Section A)				**126,905**
TOTAL STAFF COSTS – (Section B)				**420,309**
***TOTAL PROGRAM COSTS – (Total of Sections A+B+C)				740,000
Indirect Cost Rate % of				0
TOTAL PROGRAM COSTS				**740,000**

NOTE : If you purchase equipment, you must complete the Budget Form for Program Equipment. If indirect cost rate is charged, you must submit cost rate letter from a cognizant federal agency. If you have an indirect cost rate, you cannot apply the rate to Section A, Participant Cost or Section C, Youth Incentive Bonus.

Program Line Item Budget Form

WIOA YOUTH PROGRAM SERVICES

(For the period: October 1, 2025 – June 30, 2026)

SECTION D - IN-KIND COSTS					
Staff Position & Name of Staff	**Number of Positions**	**Weekly Rate**	**Hours per Week**	**Number of Weeks**	**TOTAL COST**
Stephenson, Shelia STRTP Director (15%)	1	1717.13	6	38.80	9,994
Elie-Dunkley, Pam, RFA/ Adoptions Director (15%)	1	2055.10	6	38.80	11,961
Dr. Stephens, Peter, Mental Health Director (20%)	1	2221.16	8	38.80	17,236
Cicchillo,, Maryann Family Resources Center Network Specialist (15%)	1	1367.10	6	38.80	7,957
Williams, Kathy , Kincare Com/ Res Counselor (15)	1	923.54	6	38.80	5,375
SUBTOTAL: STAFF SALARIES					**52,523**
Benefits (Describe):			**Rate %**	**Salaries**	
FICA			**7.6503**	**52,523**	**4,018**
UNEMPLOYMENT			**.1619**	**52,523**	**85**
WORKERS COMPENSATION			**2.4486**	**52,523**	**1,286**
CELL PHONE POLICY			**.2933**	**52,523**	**154**
MEDICAL			**21.778**	**52,523**	**11,438**
401(K)			**2.8008**	**52,523**	**1,471**
SUBTOTAL: STAFF BENEFITS					**18,452**
OTHER: *HIRE-Center for Employment Training*					**20,000**
OTHER: AMITY-YEI (Youth Employment Initiative)					**50,000**
SUBTOTAL: OTHER EXPENSE					**70,000**
TOTAL: STAFF SALARIES					**52,523**
TOTAL: STAFF BENEFITS					**18,452**
TOTAL: OTHER EXPENSE					**70,000**
TOTAL: IN-KIND EXPENSE					**140,975**

NOTE: For staff salaries and other contract expenses that are supported by more than one project fund, the Contractor must develop a Cost Allocation Plan for those charges. This plan must be submitted with the proposal and must be updated as budget changes occur. This plan must be on file and available at all times for audit and monitoring.

WORK-BASED LEARNING BUDGET FORM (WIOA Section 129 (c)(4)

(For the Period: October 1, 2025-June 30, 2026)

SECTION E – WORK-BASED LEARNING Budget Form				
YOUTH NAME	**PAID EXP.**	**UNPAID EXP.**	**TOTAL EARNINGS**	**TOTAL**
Participant Work Exp.	$126,905		$126,905	$126,905
HIRE-Center for Employment Training		$20,000		$20,000
AMITY-YEI (Youth Employment Initiative)		$50,000		$50,000
Total				$196,905
Staff Costs Associated with Work-Based Learning				
Executive Director, M. J. Ramirez (25%)				$2,569
Career Administrator, L. DeJesus (50%)				$7,558
Program Coordinator, J. May (50%)				$13,004
Business Liaison, B. Ward (100%)				$29,765
CN., P. Contreras (50%)				$21,468
CN., K. Thompson (50%)				$16,165
CN., L. Chaidez (50%)				$19,014
DVT, T. Suarez (50%)				$7,400
Life Coach, Z. Bell (50%)				$4,865
Tutor, M. Violasse (25%)				$5,994
Payroll Clerk, S. Caudel (100%)				$2,112
Subtotal of Salaries Associated with Work-Based Learning				$129,914
Staff Benefits (FICA, Workers Compensation, Unemployment, Cell Phone Policy, Medical, 401(K))				$35,244
(27.1288%)				
SUBTOTAL				**$165,158**
TOTAL PROGRAM BUDGET				**$740,000**
TOTAL PAID AND UNPAID WORK EXPERIENCE (NOT LESS THAN 25 % OF TOTAL PROGRAM BUDGET TO DATE (MONTHLY)				**$362,063**
TOTAL PROGRAM BUDGET MINUS 48.92748% WORK EXPERIENCE				**$377,937**
TOTAL PROGRAM COSTS (Costs remaining after work-based learning/admin cost subtraction)				**$377,937**

NOTE 1: The work expenditure rate is calculated after subtracting funds spent on administrative costs.

Partnership Funding Allocation Table

WIOA YOUTH PROGRAM SERVICES

(For the period: October 1, 2025 – June 30, 2026)

Partner Agency	Program Component/Activities	WIOA Funds Requested	In-kind Contributions
Jay Stewart - SMPS Pro	Leadership Development & Mentoring Through Music & Media Workshops Inkind: Leadership & Curriculum	$9,450	$0.00
Riverside County Office of Education	Inkind: Vocational Education, Basic Skills, High School Diploma, GED "Come Back Kid" Credit Recovery	$0.00	$180,000
Michele Worth Visual Arts Program & Curriculums	Art & Culture Component, Educational Curriculum Development, Occupational Skills Training & Leadership Development. In-kind: Education & Outreach in the Community	$7,500	$0.00
Nexus Consulting	Leadership Development Continuous Quality Improvement provides Focus groups for youth customer.	$3,750	$0.00
FLABOB Airport – The Tom Wathen Center	Inkind: Leadership Development & Mentoring – Aircraft Restoration and Repair	$0.00	$23,758
Masonry Industry Training Association (MITA)	Training/Education classes will be located at the YOC, Masonry standards and Building Codes, History of Masonry and Masonry effects on society. Hands on practice with brick, block and mortar. Using tools of the trade, modern masonry materials and techniques; learning measurements, drawings and specifications.	$0.00	$0.00
California Family Life Center	Inkind: Staff Salaries & Benefits	$0.00	$140,975
Total		$20,700	$344,733

Program Line Item Budget Form

WIOA YOUTH PROGRAM SERVICES

(For the period: October 1, 2025 – June 30, 2026)

Equipment Budget Form

DESCRIPTION OF ITEM	QUANTITY	PRICE EACH	TOTAL COST	METHOD OF ACQUISITION
Career Cruising-Guidance System Software (License) Xello				Purchase
Edmentum – Plato Online Education licenses				Purchase
TOTAL			$0	**Purchase**

NOTE: RIVERSIDE COUNTY WDB must approve the equipment, prior to purchase, if the equipment price is greater or equal to $5,000. Following approval to purchase, a copy of the invoice and proof of payment are required as a part of this Agreement and will be tagged as WIOA property.

Agreement Number: WDARC-96258-005-06/30
WIOA Youth Subgrant AA611025 / FY2025-2027
Catalog of Federal Domestic Assistance (CFDA) #17.259

COST ALLOCATION PLAN

WIOA YOUTH PROGRAM SERVICES

(For the period: Ocober 1, 2025 - June 30, 2026)

Agency Name: CALIFORNIA FAMILY LIFE CENTER Cost Category	WIOA Rubidoux	WIOA Hemet	WIOA Lake Elsinore	STRTP	FFA/ SafeCare	KINCARE/ STEPS	Careavan/ YouthBuild/ IECF	HIRE/ 2nd CHANCE Amity	YCC/ YEP	First 5/ Strengthening Families	Total Cost
Executive Director, M.J. Ramirez	10276	10617	29698	6725	160	22009		23387	3193		106065
Fiscal Accounts Manager, S. Fernandez	29448	31372	21527								82347
Career Administrator , L. DeJesus	15115	14121	19919				7644	6311			63110
Program Coordinator, J. May	26007							32044			58051
Business Liaison, B. Ward	29765								10962		40727
CN., K. Thompson	32329								10068		42397
CN., P. Contreras	42935										42935
CN., L. Chaidez	38027										38027
Life Coach Coordinator, Z. Bell	9729	10994	10994	11625	11624						54966
Intake/Eligibility/Coord ., S. Salinas	35398										35398
Education Coordinator, M. Violasse	23977										23977
Data Validation Tech, T. Suarez	14800	14805	14800								44405
Admin Assist., M. Bryant	11443	11603	11593	85	5886		5801	11603			58014
Fiscal Director, E. Nadih	7781	8207	7318	20038	14726			15581	8184		81835
Payroll Clerk, S. Caudel	2112	2127	2127	10000	13543		3649			8975	42533
Admin Clerk, M. Riestra	2240	2254	2254	15058	15048			8227			45081
Human Resource, M. Snow	6069	7140	4387	30262	8482						56340
Staff Benefits: FICA/Unemployment/Med/401(K)/W/C	82858	22017	22943	20970	10952	2996	2438	28423	7525	1500	202622
PARTICIPANT WAGES/BENEFITS	126905										126905
LINE ITEM 1 (TRAVEL COSTS)	13294										13294
LINE ITEM 2 (Equipment)	0										0
LINE ITEM 3 (Consumable Supplies)	11681										11681
LINE ITEM 4 (Maintenance Repairs/Janitorial)	38000										38000
LINE ITEM 5 (Rent)	19856										19856
LINE ITEM 6 (Utilities)	30752										30752
LINE ITEM 7 (Insurance/Audit Fees)	19135										19135
LINE ITEM 8 (Youth Incentive)	2250										2250
LINE ITEM 9 (Furniture)	250										250
LINE ITEM 10 (Support Services)	6600										6600
LINE ITEM 11 (Other)	30268										30268
LINE ITEM 12 (VSC)	20700										20700

FY25/26

Program Line Item Budget Form

WIOA Youth Program Services

(For the period: October 1, 2025 – June 30, 2026)

BUDGET EXPENDITURE PLAN

					10/25	11/25	12/25	1/26	2/26	3/26	4/26	5/26	6/26
Projected OSY Costs	Monthly				49333.33	49333.33	49333.33	49333.33	49333.33	49333.33	49333.34	49333.34	49333.34
	Y-T-D				49333.33	98666.66	147999.99	197333.32	246666.65	295999.98	345333.32	394666.66	444000
Projected ISY Cost	Monthly				32888.88	32888.89	32888.89	32888.89	32888.89	32888.89	32888.89	32888.89	32888.89
	Y-T-D				32888.88	65777.77	98666.66	131555.55	164444.44	197333.33	230222.22	263111.11	296000
Total Program	Monthly				82222.21	82222.22	82222.22	82222.22	82222.22	82222.22	82222.23	82222.23	82222.23
	Y-T-D				82222.21	164444.43	246666.65	328888.87	411111.09	493333.31	575555.54	657777.77	740000

FY25/26

Exhibit 4: Business Associate Agreement

(Behind This Page)

HIPAA Business Associate Agreement

Addendum to Contract

Between the County of Riverside and California Family Life Center

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a

manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

(1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

(a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

(b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and

(d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.

P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:

1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,

2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:

a) The disclosure is required by law; or,

b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:

i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,

ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,

4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding other provisions in this Addendum or the Underlying Agreement, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

D. CONTRACTOR agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a "record" under the definitions in 42 C.F.R. § 2.11.

3. **Prohibited Uses and Disclosures.**

A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.

B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.

D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;

2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);

3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45

CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.

D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.

E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:

1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

E. Ensure compliance with the Security Rule by Contractor's workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).

2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:

a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;

b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the

more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives 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 Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. 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, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. 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 choice, subject to the approval of County, which shall not be unreasonably withheld, 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 County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. 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.

C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

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

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.

3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.

F. **Interpretation of Addendum.**
1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by email and to the address listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. Business Associate shall ensure all email notifications that contain PHI are encrypted before transmitting to Covered Entity. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer:	HIPAA Privacy Manager
COUNTY HIPAA Privacy Officer Email:	R.Compliance@ruhealth.org
County HIPAA Privacy Officer Address:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6459

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PY 25-26 WIOA YOUTH AGREEMENT -CFLC-RUBIDOUX

Final Audit Report 2025-08-29

Created:	2025-08-28
By:	Jasmin Guerrero (JGuerrer@rivco.org)
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WIOA Youth Subgrant AA611025 / FY 2025-2027
Catalog of Federal Domestic Assistance (CFDA) #17.259

WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)

COST REIMBURSEMENT AGREEMENT

FOR YOUTH OPPORTUNITY CENTER OPERATIONS

OCTOBER 1, 2025, THROUGH JUNE 30, 2026

BETWEEN

THE COUNTY OF RIVERSIDE

AND

Goodwill Industries of Southern California, dba

Goodwill Southern California

(Indio Youth Opportunity Center)

SEP 2 2 2025 3.31

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THIS WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) COST REIMBURSEMENT AGREEMENT FOR YOUTH OPPORTUNITY CENTER OPERATIONS FROM OCTOBER 1, 2025 THROUGH JUNE 30, 2026 ("Agreement"), entered into on the 1st day of OCTOBER, 2025, is by and between GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA, dba GOODWILL SOUTHERN CALIFORNIA a California non-profit corporation hereinafter referred to as ("Subrecipient"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Housing and Workforce Solutions Department/Workforce Development Division ("County"). Subrecipient and the County are sometimes individually referred to herein as a "Party" and together as the "Parties."

RECITALS:

WHEREAS, on July 22, 2014, the Workforce Innovation and Opportunity Act (WIOA) was signed into law. (Pub. L. 113-128);

WHEREAS, the purpose of WIOA is to improve job and career options for our nation's workers and jobseekers through an integrated, job-driven public workforce system that links diverse talent to businesses. WIOA supports the development of strong, vibrant regional economies where businesses thrive and people want to live and work, and, as a result, improve the quality of the workforce, and enhance the productivity and competitiveness of the United States;

WHEREAS, WIOA encourages greater collaboration among employers, high schools and community colleges, and promotes innovative pay-for-performance models to ensure that funds are being spent effectively and efficiently;

WHEREAS, the County receives funding from WIOA through a subgrant ("Subgrant") with the State of California Employment Development Department ("EDD") authorizing and enabling it to contract with public agencies and private for-profit and non-profit organizations to provide job training activities and related services that are in addition to those which would otherwise be available in the area in the absence of such funds;

WHEREAS, a Request for Proposal ("RFP") was released on February 26, 2025, and closed on March 26, 2025 to seek qualified and suitable service providers for the performance period from July 1, 2025 through June 30, 2026 with option to extend agreement for additional 1 - year through June 30, 2030, unless terminated earlier. This renewal shall be subject to HWS/WDD's approval based upon the satisfactory contractor performance and continued allocation of WIOA funds;

WHEREAS, the County and Subrecipient desire to enter into an agreement relating to the provision of the Program as more specifically set forth below.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual covenants and conditions hereinafter set forth, the Parties hereby do agree as follows:

A. **Term of Agreement**

The term of this Agreement shall commence on October 1, 2025, through June 30, 2026, with option to renew for one (1) additional annual year via written Amendment only through June 30, 2027, with no obligation by the County of Riverside to purchase any specified amount of services.

B. **Description of Services**

The Subrecipient shall operate a County of Riverside WIOA year-round youth program through the Youth Opportunity Center located in Indio, California in accordance with the provisions of the WIOA. During the Term of this Agreement, including any extensions thereto, Subrecipient shall perform the following services, (i) all services set forth in the Scope of Work attached hereto as **Exhibit 1** and incorporated herein by this reference, (ii) all services set forth in the Riverside County Workforce Innovation and Opportunity Act Year- Round Youth Programs Youth Opportunity Centers ("YOC").

C. **Service of Notice**

Formal notices, correspondence, and communications to be given hereunder by either Party shall be made in writing and shall be deemed communicated three (3) days after the date of postmark. The representatives of the respective Parties are authorized to administer this Agreement and are the persons to whom formal notices, correspondence and communications shall be given.

If to the County of Riverside:

Riverside County Housing and Workforce Solutions Department

1325 Spruce St., #110

Riverside, California 92507

Attention: Heidi Marshall, Director of Housing and Workforce Solutions

Phone: (951) 955-3100; Fax: (951) 955-3131

If to the Subrecipient:

Goodwill Southern California
Attn: Jessica Rodriguez
342 N. San Fernando Rd.
Los Angeles, CA 90031
Phone (909) 229-7377

If the name or address of the person designated to receive the notices, correspondence or communications changes, written notice shall be given within five (5) working days of said change.

D. Parties to the Agreement and Administration

The Parties to this Agreement are the County of Riverside, by and through its Housing and Workforce Solutions Department/Workforce Development Division ("County") and Goodwill Industries of Southern California, dba Goodwill Southern California, ("Subrecipient"). The Subrecipient certifies that it is currently registered with the Secretary of State of the State of California and has a valid California Business License on file with the County. The Director of the Housing and Workforce Solutions Department ("Director"), or designee, shall administer this Agreement on behalf of the County.

E. Assignment

The Subrecipient shall not delegate or assign this Agreement whether by operation of law or otherwise, nor enter into any agreement with any other party or transfer any interest or obligate any interest in this Agreement without prior written consent of the County. Subcontracting with Contractors defined below in **Section H.1** is allowable and does not require County approval, but service must be related to the support of the program. A written Service Contract ("SC") conforming in form and substance to the SC template shall be in place before service may be rendered. A copy of the SC template is hereby incorporated by reference and made a part of this Agreement as if attached hereto, and can be found at: (https://rivcounty.sharepoint.com/sites/wodcXnt/SitePages/Youth%20Data.aspx?RootFolder=%2Fsites%2FwodcXnt%2FYouth%20Data%2FTemplates&FolderCTID=0x0120005D75909A37445F48BB0CA4D9BEADD73A&View=%7B52E0F3F4%2D9E17%2D43A4%2D90AF%2D323D377067F5%7D)

F. Independent Contractor/Subrecipient Status

The Subrecipient 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 Subrecipient (including its employees, agents, Contractors 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 the Subrecipient shall hold the 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 Subrecipient in the performance of this Agreement is subject to the control or direction of the County merely as to the results to be accomplished and not as to the means and methods for accomplishing the results. The Subrecipient is considered a "**Subrecipient**" of funds provided to the County through its Subgrant with the State of California. The Subrecipient is subject to all regulations and federal uniform guidance governing the use of WIOA funds.

G. Funding

1. Compensation

The County shall pay the Subrecipient the maximum amount not to exceed seven hundred and forty thousand dollars ($740,000) for Fiscal Year 2025/2026 (October 1, 2025, through June 30, 2026) respectively, including expenses, for complete and satisfactory performance of the terms of this Agreement. In no event shall the total compensation for the periods specified herein exceed the compensation set forth above, except by a written amendment to this Agreement. County has agreed to reimburse Subrecipient for all costs associated with direct support of this Agreement, based on a cost reimbursement basis as described in the Program Budget Table attached hereto as **Exhibit 3** and incorporated herein by this reference. If Subrecipient has any unexpended funds, these amounts will revert to the County at time of program close out.

2. Cost Allocation Plan

Subrecipient shall ensure all funding sources for the youth program which is the subject of this Agreement are allocated and charged pursuant to the County-approved Cost Allocation Plan attached hereto as **Exhibit 3** and incorporated herein by this reference. The Cost Allocation Plan is a method to ensure funding sources are charged appropriately and costs that benefit more than one cost objective are equitably distributed across activities.

3. Work Innovation and Opportunity Act (WIOA) Fund Restrictions

The Subrecipient understands that funds provided by this Agreement shall be used exclusively for WIOA activities and co-mingling and/or diverting of funds to support other non-WIOA activities or programs is expressly prohibited.

4. Availability of Funds

Funding of this Agreement is subject to continuing availability of WIOA funds provided to the County by EDD, Workforce Services Branch. The County will immediately inform the Subrecipient upon notice from EDD of any limitation or availability of WIOA funds.

5. Withholding of Funds

(a) Payments under this Agreement may be withheld, suspended or terminated if WIOA funds from EDD to the County are suspended or terminated. In the event of such suspension or termination of funding, any amount which is properly earned or expended by the Subrecipient as a result of the performance or expenditures under and in accordance with this Agreement shall be paid to the Subrecipient in accordance with the provisions of the Agreement. In the event of termination of the Agreement, no payment shall be made for any expenditure after the date of termination.

(b) The County has the authority to withhold funds under this Agreement in its sole discretion should there be disallowed costs or the Subrecipient has not performed in accordance the terms of this Agreement and has outstanding debts under other agreements.

6. Invoicing and Documentation

The Subrecipient shall invoice the County on or before the tenth (10th) calendar day of each month for all Agreement costs incurred during the previous month. If the tenth (10th) day of the month falls on a Friday or a weekend, the invoice is due the Thursday prior to the tenth (10th) day of such month. In the event Subrecipient receives payment under this Agreement which is later disallowed by the County for nonconformance with the terms of this Agreement, Subrecipient 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 Subrecipient. Subrecipient shall attach required documentation as stipulated by the County. Payment shall be made within forty-five (45) days from the date of receipt by the County. The Subrecipient may only seek reimbursement for costs that are directly related to the performance of services related to this Agreement. Subrecipient shall maintain back-up documentation for claimed expenditures and shall make such documentation available to County and/or the EDD Program Compliance Officer. All invoices shall be submitted to the following address for processing:

YOCInbox@rivco.org

Or

Riverside County Housing and Workforce Solutions Department Workforce Development Division/Administration
1325 Spruce Street, Suite 110
Riverside, CA 92507

7. Reimbursement for Mileage and Traveling Expenses

The Subrecipient may only seek reimbursement for mileage and traveling expenses that are directly related to services performed under this Agreement. Reimbursement for mileage travel expense claims will be made according to 2 CFR Part 200, Subpart E, §200.474 - Travel costs; "Costs incurred by employees and officers for travel, including cost of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the non-Federal entity in its regular operations as a result of the non-Federal entity's written travel policy". In no instance shall the Subrecipient be reimbursed at a rate which is higher than the standard set by the County of Riverside, California, Board of Supervisors, or its successor, in Policy

Number D-1. No travel outside the State of California shall be reimbursed unless prior written approval is obtained from the County in its sole discretion. Should the Subrecipient use their company travel policy, it must conform to one of the above-referenced policies, whichever is more restrictive.

8. Program Income and Interest Income

The Subrecipient shall use the method(s) described at 2 CFR Part 200, Subpart D, §200.307 Program income, to track all program or interest income generated under this Agreement. If authorized by Federal regulations or the Federal award, costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the Federal award. Program income must be used for current costs. Subrecipient shall maintain records sufficient to determine the amount of program income received and the purpose for which such income is expended. Federal regulations require the Subrecipient remit to the County any interest earned on advanced funds. The County requires that these amounts be remitted monthly in order to comply with Federal requirements. Subrecipient must have adequate cash management policies and systems that will ensure proper accounting of such interest income as required in this Agreement.

9. Questioned and Disallowed Costs

The County will review questioned costs, including but not limited to, the processing of an invoice, during a program compliance review or during an audit. When any such review determines that the Subrecipient has utilized, received and/or earned funds that are questioned under the criteria set forth in this Agreement, the Subrecipient shall be notified in writing and have thirty (30) days to provide the documentation necessary to justify the questioned costs prior to the County's final determination of disallowed costs. The resolution shall be executed in accordance with Riverside County Housing and Workforce Solutions Department Workforce Development Division (HWS WDD) Audit Requirements Policy & Procedures Number 10-04.

10. Debt Collection

Where liability for debt collection is determined by the County to have originated at **the Subrecipient's level, the Subrecipient shall be responsible for the debt.** When a debt is established as a result of an audit, a monitoring finding, an investigation or any other means, appropriate action will be taken by the County to collect the debt from the Subrecipient, pursuant to the Riverside County Workforce Development Board Debt Collection Policies & Procedures Number 10-02. Subrecipient shall not repay the debt using federal or WIOA funds.

11. Budget Amendment

A change to budget total or reallocation of funds within budget categories require a written amendment to this Agreement and the Program Budget **Exhibit 3** shall be **subject to the County's prior written approval.** To request an amendment to modify or reallocate funds in budget categories, Subrecipient shall submit to the County a written request explaining the requested modifications along with a revised budget which indicates the amount of the adjustment and to what budget line item(s) the amount should be taken from and allocated to. In its sole discretion, the County may approve or deny the modification request based on how the budget modification will impact the program section changes. Subrecipient shall have the right to request no more than two (2) budget amendments per program year, provided the second and final request is submitted to the County no later than May 30 of each respective fiscal year. **Amendments must be reviewed and stamp approved by the County's Deputy** County Counsel and fully executed by both Parties authorized signatories. Any amendments submitted after the aforementioned date shall not be accepted or processed by the County.

12. De-obligation/Re-obligation

Funding of this Agreement and therefore de-obligation is contingent on the continuing **availability of federal or state funds or continued federal or state's authorization for** program activities.

Depending upon the results of any program compliance review or audit finding, all or part of the funds originally obligated to the Subrecipient through this Agreement may be subject to de-obligation in the sole discretion of the County for the following

circumstances:

(a) where it is clear that the Subrecipient may not expend all of the original allocation; or

(b) Subrecipient is significantly out of compliance with enrollment or expenditure plans; or

(c) Subrecipient fails to be meet the Continuous Quality Assurance (CQA) certification established by the County CQA is a process to ensure programs are systematically and intentionally improving services and increasing positive outcomes for the youth they serve. CQA is a cyclical, data-driven process; it is proactive, not reactive); or

(d) When a review indicates that payment earned within the term of this Agreement can exceed (or exceeded) the amount originally allocated, a re-obligation of funds may be determined.

The following processes will be followed whenever de-obligation or re-obligation is found to be necessary:

(a) At any time that the County determines that de-obligation or re-obligation is necessary, a written notice to the Subrecipient shall be issued outlining the reasons and timeline for the de-obligation or re-obligation. The notice shall provide a response period for the Subrecipient during which the Subrecipient shall respond; and

(b) At a time determined by the County, but after the Subrecipient has provided a response, a final notice of intent to de-obligate or re-obligate shall be provided to the Subrecipient. In the sole discretion of the County, such notice shall be formalized by either modification or termination of this Agreement in accordance with the provisions outlined herein.

13. Final Invoice

Within thirty (30) calendar days following the last day of each fiscal year (June 30th) and termination of this Agreement, the Subrecipient shall report and submit to the County all final claims for funds under this Agreement. An addendum invoice will be permitted for up to an additional forty-five (45) days in order to capture full performance outcomes. Failure to submit the final voice and addendum invoice by these deadlines may result in forfeiture of payment for any outstanding amount. The County shall have no obligation to honor or pay invoices received after this date, unless the Subrecipient obtains prior written approval for an extension from the County.

The Subrecipient shall return all unearned and excess payments paid to the Subrecipient to the County within thirty(30) calendar days following the receipt of the formal written request.

14. Agreement Closeout

The Subrecipient shall submit a closeout package to the County within forty-five (45) calendar days at the last day of every fiscal year (June 30th) and the expiration of the Agreement term whether or not any line item within the Agreement is fully spent and that term has ended. Closeout documents shall be provided by the County and are to be completed and mailed to:

Attn: Fiscal Unit
Riverside County Housing and Workforce Solutions Department
Workforce Development Division - Youth Programs
1325 Spruce Street, Suite 110, Riverside, CA 92507

15. Reporting Requirements

The Subrecipient shall compile and submit reports of activities, expenditures, status of cash and closeout information on or before the dates specified by the County. All expenditure reports shall be submitted upon the accrual basis of accounting. Subrecipient's failure to adhere to the reporting requirements of this Agreement shall result in funds not being released or de-obligated.

16. General and Fiscal Reporting

The Subrecipient will comply with controls, record keeping and accounting procedure requirements of WIOA, federal and state regulations and directives to ensure the proper disbursal of, and accounting for, program funds paid under this Agreement. At such times and in such form as the County may require, there shall be statements, records, reports, data and information pertaining to this Agreement submitted to County. Reports submitted by Subrecipient shall be in accordance with any regulatory reporting requirements. The Subrecipient shall notify the County in writing of any changes relating to fiscal-related matters.

17. Auditing

The Subrecipient that expends $1,000,000 or more during a fiscal year in federal awards must have a single or program-specific audit conducted for that year in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), set forth in 2 CFR Part 200. The Subrecipient shall submit a copy of the Audit to the County no later than five (5) days after such Audit is available for review. In the event there are audit findings that may appear related to the current Agreement, the County will exercise its authority to request a corrective action plan to prevent issues and/or correct any deficiencies in the County's discretion.

18. Federal Award Identification

1. Subrecipient Name: Goodwill Industries of Southern California, dba Goodwill Southern California
2. Subrecipient Unique Entity ID # (UEI): KJ1RNYMQJN37
3. Federal Program: Workforce Innovation and Opportunity Act
4. Federal Award Identification # (FAIN): 25A55AY000154
5. Federal Award Date: 07/22/2025
6. Federal Awarding Agency: Department of Labor: Employment and Training Administration
7. Assistance Listing Number: 17.259 - WIOA Youth
8. Activities: To provide Youth Opportunity Center services under WIOA Youth funding

9. Federal Award Project Description: Delivery of WIOA Youth program services, including career coaching, training, and supportive services.
10. Contract Amount: $740,000
11. Federal Fund %: 100%
12. Period of Performance: October 1, 2025 - June 30,2026
13. Pass-through Entity Name: County of Riverside- Housing & Workforce Solutions Department, Workforce Development Division
14. Pass-through Unique Entity ID: TXNNBFKQ6NY5

H. Procurement of Goods & Services; Service Contracts

1. Should the Subrecipient require the services of a Contractor (defined below) to carry out the responsibilities outlined in this Agreement, the Subrecipient shall comply with all procurement requirements of WIOA and the County. The intent of the federal government is to provide consistent procurement policies that ensure free and open competition and will secure the best possible price. The term Contractor as used herein shall mean an entity providing goods or services to a Subrecipient where Subrecipient has procured, selected and hired such Contractor pursuant to WIOA and County procurement procedures. County procurement procedures can be found at the following website: www.rivcoworkforce.com/ProgramResources/Policies.aspx.

2. Except as otherwise provided by County in writing, the Subrecipient under this Agreement shall document all Contractor services with a Service Contract ("SC"), in accordance with the requirements set forth in Section E of this Agreement. In the event a service is provided free of charge or in-kind to Subrecipient, the SC may be used to demonstrate services being leveraged. Subrecipient shall deliver to County copies of all executed SCs no less than ten (10) calendar days after execution of each such SC. If any modifications or updates are made to the SC, the Subrecipient shall submit copies of the modified updated versions to the County within five (5) calendar days following execution of such modified SC. No payments shall be made by Subrecipient to a Contractor without an executed SC.

3. The purchase, rent, licensing, maintenance fee, or subscription of information-technology applications/software/services with a per-unit single or cumulative cost totaling $5,000 or more within a twelve (12) month period requires the prior written

approval of County to continue with such purchase. The Subrecipient may not proceed with incurring any such costs until the County receives written approval from the State and the County informs the Subrecipient in writing of the State's decision. In the event the Subrecipient expends funds on fixed assets, equipment and/or property totaling over $5,000 per unit cost, it shall be considered a disallowed cost and the Subrecipient shall be solely liable for the total cost of such purchase.

I. Inventory and Disposal of Equipment

1. Subrecipient shall maintain accurate inventory records of all equipment purchased in connection with this Agreement. All equipment shall have a unique identification mark to be used for inventory purposes. A physical property inventory shall be taken and reconciled with the property records at least once a year. The County will provide a property tracking log to the Subrecipient with the following categories:
   - A description of the equipment.
   - Manufacturer's serial number, model number, Federal Stock Number, National Stock Number, or other identification number.
   - Source of the equipment, including the award number.
   - Whether title vests in the recipient or the federal government.
   - Acquisition date (or date received, if the equipment was furnished by the federal government).
   - Per unit cost at acquisition.
   - Records showing maintenance procedures to keep the equipment in good operating order.
   - Location and condition of the equipment and the date the information was reported.
   - Disposition date, sale price, loss, theft, etc.

2. Disposition of Equipment

   (a) For equipment with a residual fair market value of $5,000 or more, Subrecipient as a recipient of WIOA funds shall take the following steps:
      - The Subrecipient may keep and use the equipment in the program or project for which acquired as long as needed, whether or not the project or program continues to be supported by federal funds.

- If the equipment is no longer needed by the original program/project, the County shall use the equipment in connection with other federally sponsored activities. Priority should be given to programs funded by the Department of Labor-Employment Training Administration.
- If the equipment is no longer needed by the program/project or used in connection with other federally sponsored activities, the Subrecipient will return equipment back to the County.
- If the Subrecipient finds that the equipment is old, broke, or out of date, the Subrecipient must request, in writing, disposition instructions from the County.

(b) Calculation of "Fair Market" Value

The selling price of an item that is sold through auction, advertisement, or a dealer is the fair market value of the item regardless of any prior estimates. An item that is not sold but retained by the entity has a fair market value based on similar items that are offered for sale, using the selling price if known. Methods for determining fair market value include, but are not limited to, the following:

- Auctions
- Classified advertisements for similar used items
- Dealers
- Licensed appraisers

(c) Property Records Retention

All property records must be maintained from date of acquisition, through final disposition. Subrecipient must also retain those records for a period of seven (7) years from the date of their last expenditure report submitted to the Central Office Workforce Services Division. If any litigation, claim, or audit is started before the expiration of the seven-year period, all records must be retained until all findings have been resolved and final action taken.

J. Maintenance of Records and Participant Files; Access to Records and Files

1. Subrecipient shall maintain WIOA eligibility documentation and Participant records as required by the County and shall upload the required documentation to CalJOBS on a daily basis.

2. Files for each Participant with respect to all matters covered by this Agreement shall be maintained for a period of seven (7) years after termination of this Agreement and until any other pending matters are completed. The County, State of California, U.S. Department of Labor, and any other governmental agency with jurisdiction over this Agreement shall have the right to access, examine, monitor and audit all books, records, documents, conditions and activities arising out of or related to this Agreement, including but not limited to, the youth program funded under this Agreement without prior notice. Subrecipient shall provide to County reports and information related to this Agreement as may be requested by County.

3. Confidentiality Requirement
The Subrecipient and the County will exchange various kinds of information pursuant to this Agreement. The information will include data, applications, program files and databases. These data and information are confidential when they define or identify an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification and destruction. All information that is exchanged between the Parties to this Agreement will be strictly confidential and such information will be available to their own employees only on a "need-to-know" basis. There shall be sufficient security to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information. In the event of a breach of information, the Subrecipient shall immediately notify the County within twenty-four (24) hours. Information security incidents include, but are not limited to, an event (intentional or unintentional) that causes the loss, damage and or destruction, or the unauthorized access, use, modification or disclosure of information, including but not limited to, participant's name, residence address, email address, telephone number, driver's license, state identification, passport number, social security numbers and immigration status. If the County learns of a breach in security of the Subrecipient's system either

electronically or via hard copy, then the Subrecipient shall notify the Participant or individuals affected pursuant to California Civil Code Section 1798.82. The Subrecipient shall take reasonable measures to safeguard protected personally identifiable information and other information the County deems sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

The Subrecipient 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.

The Subrecipient shall protect from unauthorized disclosure names and other personally identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The Subrecipient shall not use such information for any purpose other than carrying out the Subrecipient's obligations under this Agreement. The Subrecipient shall promptly transmit to the County all third-party requests for disclosure of such information. The Subrecipient 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, social security number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

4. The CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. Please refer to Exhibit 5 hereby attached and incorporated by reference.

K. Program Compliance

To ensure program compliance with the provisions of WIOA Sections 116, 183, and 184, there shall be at least one technical assistance visit and one program and fiscal monitoring conducted by the County on an annual basis. Program compliance ensures that the Subrecipient is in compliance with laws and regulations governing the use of WIOA funds. Fiscal program compliance will analyze, evaluate, and determine program compliance with government financial systems, expenditure rate and cost guidelines.

During the program compliance review, the Subrecipient shall cooperate with the County to permit County to determine Subrecipient's conformity with the terms of this Agreement and with WIOA regulations. If any services performed or products provided by Subrecipient are not in conformance with the terms of this Agreement, the County shall have the right to require Subrecipient 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 in its sole discretion, to:

(a) Require Subrecipient immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or

(b) Reduce the Agreement price to reflect the reduced value of the services performed or products provided; and/or

(c) The County will terminate this Agreement for default and charge to the Subrecipient any costs incurred by the County because of Subrecipient's failure to perform. In the event the Subrecipient does not comply with the program compliance review and is non-responsive then action will be taken to terminate the Agreement pursuant to Section L below.

Additionally, the Subrecipient shall monitor, or assist in such process to ensure that all training sites have a safe working environment. Where applicable for training sites, the worksite review form provided by the County must be completed by the Subrecipient and retained in each Participant's file. All training sites shall be reviewed at least once during the Participant's enrollment period, but may be reviewed more frequently if necessary as determined by the County in its sole discretion. All training site supervisors shall receive an

orientation that covers all program requirements and responsibilities.

To ensure the effective use of WIOA funds, the Subrecipient's enrollment and/or expenditures shall be reviewed monthly by the County to determine if goals are being met and whether budgeted funds will be fully earned within the term of this Agreement. Should enrollments or expenditures fall below target, County will send to Subrecipient a notice stating any such deficiency before the end of the month in which such deficiencies are noted. Failure to send such notice by County before the end of the subject month shall not constitute a waiver of such deficiency by County.

Fiscal Year 2025/2026 Performance Measure Standards are attached hereto in **Exhibit 1** of this Agreement ("**Performance Standards**"). Performance Standards reflect outcome metrics negotiated by the EDD and the County every two years. The Performance Standards that are currently in effect will expire June 30, 2026. Following completed negotiations between EDD and County establishing Fiscal Year 2026/2027 Performance Standards, the County will promulgate new Performance Standards for the Subrecipient, which shall be memorialized and incorporated into a new Agreement or as an amendment to this Agreement.

The **Subrecipient's** Monthly Enrollment Plans for fiscal years 2025/2026 are attached hereto as **Exhibit 2** and incorporated herein by this reference. Subrecipient is responsible for continually monitoring Program enrollments, as well as their program performance. The County shall also have the right to review program enrollments and program performance to ensure compliance with the terms of this Agreement.

As part of the Subrecipient's duties in connection with the performance of this Agreement, the Subrecipient shall monitor WIOA program activities of its Contractors where financial Service Contracts are established. The Subrecipient shall establish a process and develop a checklist of areas reviewed during the monitoring of services. If the Contractor is found to be noncompliant in the delivery of services, then the Subrecipient may elect to terminate the Service Contract or provide a period of correction to the Contractor. A written record of action taken must be kept on file and delivered to the County at the time of program compliance review.

The County, State of California, and the U.S. Department of Labor/Inspector General shall have the right to access, examine, monitor and to audit all records, documents, conditions and activities of Subrecipient, its affiliates or any Contractors related to programs funded by this Agreement without prior notice.

The Subrecipient shall (i) maintain and make available to the auditors/monitors, adequate records and documents, (ii) cooperate with all auditors/monitors, and (iii) comply with federal, state and local laws and regulations as they related to the utilization of funds or operation of the WIOA program.

Pursuant to the Subgrant, the County will be notified by the federal or state agency conducting the audit or monitoring of any fraud, misuse of funds, abuse or other criminal activity in relation to this Agreement, the Act or regulations. Any audits with findings will require the County to submit documentation on how such findings will be resolved.

Subrecipient acknowledges and agrees that the County does not authorize any contracts or subcontracts with persons, entities, businesses or organizations that are not in good standing with the County and federal and/or state laws.

L. Termination and Other Remedies

1. Failure to Perform

The Subrecipient assumes full responsibility for performance of this Agreement and the Service Contracts executed pursuant to or funded by this Agreement. In addition to the indemnity and hold harmless provisions set forth in **Section N.12** below, Subrecipient hereby acknowledges and agrees to indemnify the County for failure, non-performance or default of any of its subcontractors or Contractors. Further, the Subrecipient assumes full liability and acknowledges and agrees to reimburse the County in full for the Subrecipient's or any of its subcontractors or Contractors are in noncompliance with any term, prohibition or condition of the regulations governing this Agreement. The Subrecipient also agrees the County or its designated agent has full recourse to exercise any and all remedies available for the Subrecipient's failure to perform any part of this Agreement.

2. Termination for Cause with Cure Period

In the event of a breach of this Agreement, either Party may terminate this Agreement by giving the breaching Party at least fifteen (15) days prior written notice setting forth the actions necessary to cure the breach. If the breaching Party cures the breach to the reasonable satisfaction of the other Party during the 15-day notice period, this Agreement shall not terminate. The notice period may be extended in writing at the discretion of the non-breaching Party.

The County may unilaterally suspend and/or terminate this Agreement upon written notice at such time and to such extent as funds are suspended or not made available to the County by the Department of Labor or the State. In the event of such suspension or termination, the Subrecipient will be paid, up to the date of suspension or termination, for any amount which is properly earned/expended by the Subrecipient as a result of the performance or expenditures under, and in accordance, with this Agreement.

Notwithstanding the procedures governing the termination of this Agreement for cause with cure period outlined above, failure on the part of the Subrecipient to comply with the provisions of the Agreement or with the Act or regulations when such failure involves fraud or misappropriation of funds may result in the immediate termination and withholding of funds by the County. This Section does not apply to termination due to Subrecipient's failure to obtain Quality Assurance Certification.

3. Termination Without Cause

The Parties hereby agree that at any time during the term of this Agreement, either Party may terminate this Agreement upon giving the other Party at least thirty (30) calendar days written notice prior to the effective date of such termination.

4. Obligations Upon Termination

(a) All property purchased, documents, data, studies, reports and records prepared by the Subrecipient under this Agreement, and any property transferred from previous programs, shall be disposed of according to the County direction.

(b) Upon completion of documentation on termination of this Agreement, the

County shall determine the total amount of funds earned by the Subrecipient in the satisfactory performance of this Agreement.

(c) In the event the Subrecipient ceases to do business, copies of all records relating to the project(s) or activities that are the subject of this Agreement shall be furnished to the County at the Subrecipient's expense.

(d) At the expiration of the term of this Agreement or upon termination prior to the expiration of the Agreement, any funds paid to Subrecipient but not used for the purposes of this Agreement shall revert to the County. Within thirty (30) days following expiration or termination, Subrecipient is obligated to provide an accounting for the period of time that Subrecipient was providing services up to and including the expiration date. County shall calculate funds due and submit a request to Subrecipient for repayment. The Repayment period will be thirty (30) days from County's written request.

5. Other Remedies Reserved by the County

(a) Notice to Correct Performance and Notice of Probation

(1) The County may place the Subrecipient on probation with notice to correct for failure to fully comply with the terms and conditions of this Agreement by giving written notice, which shall be effective upon receipt.

(2) Said notice shall set forth the period of probation, the reason for the notice and the specific conditions of noncompliance.

(3) Within ten (10) working days, the Subrecipient shall reply in writing, setting forth a corrective action plan that describes actions that will be undertaken in resolving the reasons for probation. Such plans are subject to County approval. Progress reports will be submitted to the County every thirty (30) calendar days thereafter until the reasons for probation are resolved.

(b) Suspension

(1) The County may determine that suspension of all or part of the project

operations of Subrecipient for failure to fully comply with the terms and conditions of this Agreement may be warranted. By giving written notification of suspension and a notice to correct, Subrecipient agrees to abide by the terms of the notice and respond as directed. Said notice shall be effective upon receipt.

(2) Said notice shall set forth the specific conditions of non-compliance, the period provided for corrective actions and any other requirements of performance to remedy deficiencies.

(3) Within ten working days, the Subrecipient shall reply in writing, setting forth the corrective actions that will be undertaken in resolving the reasons for suspension. Corrective actions are subject to County approval. Progress reports shall be submitted to County every thirty (30) calendar days thereafter until the reasons for suspension are resolved.

(c) Rights and Remedies are Cumulative

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

(d) Request for Waivers and Waiver of Breach

Waivers of any provisions of this Agreement must be in writing and signed by the appropriate authorities of the County. No waiver by the County or breach of any provision of these terms and conditions shall be deemed for any purpose to be a waiver or a breach of any other provision hereof, or of a continuing and subsequent waiver or breach of the same provision. Failure on the part of the County to require exact, full and complete compliance with any terms of this Agreement shall not be construed in any manner as changing the terms or preventing the County from enforcing the terms in this Agreement.

M. Dispute Resolution

1. Controversies or disputes between Subrecipient and County shall be resolved, to the extent possible, by informal meetings or discussions between appropriate representatives of the Parties.

2. Mediation

Subrecipient and County agree that in the event of any controversy or dispute between County and Subrecipient arising out of this Agreement, regardless of the nature of the claim or dispute, whether in tort, contract, or otherwise, which are not adequately addressed by the County's informal and formal dispute resolution process, if applicable, shall be submitted to mediation. The Parties shall jointly select a mediator acceptable to the Subrecipient and County. The mediation shall take place in Riverside County. This section does not apply to any controversy or dispute between the County and the Subrecipient arising out of the Subrecipient's failure to obtain Quality Assurance Certification.

3. Dispute Resolution Costs

Each Party shall be responsible for its own costs and legal fees associated with any dispute resolution procedure, including, but not limited to informal or formal mediation or litigation. The use of WIOA funds for legal proceedings of any nature is strictly prohibited. Such prohibited uses include but are not limited to legal fees and costs of mediation, arbitration, or informal or formal dispute resolution.

N. General Provisions

1. Acceptance of Service of Process

In the event any legal action is commenced by the Subrecipient against the County, service of process on the County shall be made by personal service, or in such other manner as may be provided by law, upon the Riverside County Clerk of the Board of Supervisors.

In the event any legal action commenced by the County against the Subrecipient (or upon an officer of Subrecipient), service of process on the Subrecipient shall be made by personal service on Subrecipient and shall be valid whether made within or outside the State of California, or in such manner as may be provided by law.

2. Authority to Sign

Subrecipient hereby represents and warrants that the individual(s) executing this Agreement on behalf of Subrecipient have full authority to do so and to bind Subrecipient to perform pursuant to the terms and conditions of this Agreement.

3. Amendment to Agreement

This Agreement is subject to amendment, as necessary, in accordance with requirements contained in any future federal or state legislation, regulations, or policy. Either Party may request an amendment or modification to this Agreement. Subrecipient shall make all requests to amend or modify this Agreement no later than May 30th of each respective fiscal year. The Subrecipient assumes control and responsibility for all fiscal, financial and programmatic matters. Amendments shall be in writing and must be reviewed and stamp approved by the **County's** Deputy County Counsel and properly executed by **both Parties'** authorized signatories. The County shall have the right to reject Agreement modifications if such request represents expenses or obligations incurred prior to the Subrecipient receiving written approval and/or County approved funding.

Subrecipient and County acknowledge and agree that there may be statutory, regulatory and policy amendments that may impact the administration of this Agreement. As such, Subrecipient shall comply with any and all new, amended or revised laws, regulations and/or procedures that apply to the performance of this Agreement and such laws, regulations and procedures shall be automatically incorporated herein. In addition, Subrecipient shall also execute any such amendments to this Agreement necessary to incorporate such changes as requested by County in its sole discretion.

4. Approvals

Except as otherwise expressly provided in this Agreement, approvals required of County or Subrecipient in this Agreement, including the attachments hereto, shall not be unreasonably withheld or delayed. All approvals shall be in writing. Failure by either Party to approve a matter within the time provided for approval of the matter shall not be deemed a disapproval and failure by either Party to disapprove a matter

within the time provided for approval of the matter shall not be deemed an approval.

Except as otherwise expressly provided in this Agreement, approvals required of the County shall be deemed granted by the written approval of the Director or designee. **County agrees to provide notice to Subrecipient of the name of the Director's** designee on a timely basis and to provide updates from time to time. Notwithstanding the foregoing, the Director may, in his or her sole discretion, refer to the governing body of the County any item requiring County approval; otherwise, "**County Approval**" means and refers to approval by the Director or their designee.

5. Binding Effect

This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors and assigns.

6. Business Interruption

In the event that a substantial portion of **Subrecipient's operations** are interrupted by war, fire, insurrection, labor problems, the elements, earthquakes or any other cause beyond **Subrecipient's** control, **Subrecipient's** obligations under this Agreement shall be suspended for the duration of the interruption provided Subrecipient provides County with written notice of such interruption including the commencement date. If a substantial portion of the services that Subrecipient has agreed to provide hereunder are interrupted for more than thirty (30) days, the County may terminate this Agreement upon providing ten (10) calendar days written notice to Subrecipient, and the Obligation Upon Termination set forth in **Section L.4** above shall apply.

7. Compliance with Laws and Regulations

The Subrecipient represents, warrants, and certifies that, in the performance of this Agreement, it shall comply with all applicable laws, rules, regulations and orders of the United States, State of California, and County of Riverside, and any other governmental agency with jurisdiction over the program and this Agreement, including the laws and regulations pertaining to labor, wages, hours. The Subrecipient further represents, warrants and certifies that it shall comply with any

new, amended, or revised laws, regulations and/or procedures that apply to the performance of this Agreement. The judgment of any court of competent jurisdiction or the admission of Subrecipient in any action or proceeding against them, or any of them - whether County be a party thereto or not - that Subrecipient has violated any such ordinance or statute in the performance of this Agreement shall be conclusive of that fact as between County and Subrecipient.

8. Construction and Interpretation of Agreement

The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any Party. The Parties hereto acknowledge and agree that this Agreement has been prepared jointly by the Parties and has been the subject of arm's length and careful negotiation over a considerable period of time, that each Party has been given the opportunity to independently review this Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the Party preparing it and instead other rules of interpretation and construction shall be utilized.

If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any Party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as a part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible.

The captions of the articles, sections and subsections herein are inserted solely for convenience and under no circumstances are they or any of them to be treated or construed as part of this Agreement.

References in this instrument to this "Agreement" mean, refer to, and include, this Agreement as well as any riders, exhibits, addenda and attachments hereto (which are hereby incorporated herein by this reference) or other documents expressly incorporated by reference in this instrument. Any references to any covenant, condition, obligation, and/or undertaking "herein," "hereunder," or "pursuant hereto" (or language of like import) means, refer to, and include the covenants, obligations, and undertakings existing pursuant to this Agreement and any riders, exhibits, addenda, and attachments or other documents affixed to or expressly incorporated by reference in this Agreement.

As used in this Agreement, and as the context may require, the singular includes the plural and vice versa, and the masculine gender includes the feminine and vice versa.

9. Venue and Jurisdiction

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.

10. Fraud and Abuse

The Subrecipient shall establish and implement appropriate internal management procedures to prevent fraud, abuse and criminal activity. Further, the Subrecipient 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 an emergency, operational, or fiscal nature, Subrecipient shall report such allegation in writing to the County within one (1) business day of becoming aware of such allegation. A comprehensive written report documenting the facts and circumstances of such incident shall be submitted to the County within one (1) business day. Refer to HWS WDD Incident Reporting Policy 10-10.

11. Grievance and Complaint System

The Subrecipient shall establish and maintain a grievance and complaint procedure in compliance with WIOA, the Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR 2900, federal regulations and state statutes, regulations and policies.

12. Hold Harmless/Indemnification

Subrecipient shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, Boards and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively referred to as "Indemnitees") from any liability, action, claim or damage whatsoever, based or asserted upon any services of Subrecipient, its officers, employees, subcontractors, Contractors, 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. Subrecipient shall defend the Indemnitees at its sole expense, all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

With respect to any action or claim subject to indemnification herein by Subrecipient, Subrecipient 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 Subrecipient indemnification to Indemnitees as set forth herein.

Subrecipient's obligation hereunder shall be satisfied when Subrecipient has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.

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

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 Subrecipient from indemnifying the County to the fullest extent allowed by law.

Subrecipient's obligations set forth in this **Section N.12** shall survive the expiration or earlier termination of this Agreement.

13. Insurance

Without limiting or diminishing the Subrecipient's obligation to indemnify or hold the County harmless, Subrecipient shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages 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, Boards, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(a) Worker's Compensation

Subrecipient 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 the 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 Subrecipient'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 an aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

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

(c) Vehicle Liability

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Subrecipient 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 or provide similar evidence of coverage approved by County's Risk Manager.

(d) General Provisions – All lines

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.

The Subrecipient must declare its insurance, self-insured retention for each coverage required herein. In any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the County's Risk Manager before the commencement of operation under this Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager, Subrecipient's carrier 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.

Subrecipient shall cause Subrecipients' insurance carrier(s) to furnish the County of Riverside with either 1) copies of the Certificate(s) of Insurance and Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by 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 a minimum of 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 any 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 endorsement of 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. Subrecipient 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.

It is understood and agreed to by the Parties hereto that the Subrecipient's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary

limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Subrecipient has become inadequate.

Subrecipient shall pass down the insurance obligations contained herein to all tiers of subcontractors and Contractors working under this Agreement.

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

Subrecipient 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.

14. Integration of Entire Agreement and Waivers

This Agreement, including all the Exhibits attached hereto, constitutes the entire understanding and Agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. No verbal commitment or conversation with any officer, agent or employee of either Party shall affect or modify any of the terms and conditions of this Agreement.

In addition to the requirements set forth in this Agreement, all waivers of the provisions of this Agreement must be in writing and signed by the appropriate Parties of the County or Subrecipient.

15. Intellectual Property

In any Agreement funded in whole or in part by the federal government, the County may acquire and maintain the intellectual property rights, title and ownership, which results directly or indirectly form the Agreement, except as provided in 37 CFR Part 401.14. However, pursuant to the Uniform Guidance 2 CFR part 200 and DOL exceptions 2 CFR Part 2900, the federal government shall have a royalty-free, nonexclusive, irrevocable, paid–up license throughout the world to use, duplicate or

dispose of such intellectual property throughout the world in any manner for governmental purposes and to have and permit others to do so.

16. Inventions, Patents and Copyrights

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 Subrecipient 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.

Unless otherwise provided, when copyrighted material is developed in the course of or under this Agreement, the County may permit 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 reproduce, publish, and use and to authorize others to use all copyrighted material.

If any material developed in the course of or under a DOL Grant or Agreement is copyrighted, DOL shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish and otherwise use and to authorize other entities to use the work for government purposes.

17. Labor Standards

(a) The Subrecipient shall comply with the Labor Code of California, the Child Labor Laws in California, the Child Labor Standard Act and all other applicable statutes, ordinances and regulations with respect to employment, wages, hours of labor, and industrial safety (if applicable).

(b) Conditions of employment or training shall be appropriate and reasonable in

light of such factors as the type of work, geographical region, age and proficiency of the Participant.

(c) Health and safety standards established under State, Federal and local law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of Participants. With respect to any Participant in a program conducted under this Agreement who is engaged in activities that are not covered by health and safety standards under OSHA of 1970, the Subrecipient shall prescribe by regulation, such standards as may be necessary to protect the health and safety of such Participants.

(d) No program under WIOA shall impair 1) existing contracts for services, or 2) existing collective bargaining agreements, unless the employer and the labor organization concur, in writing, with respect to any elements of the proposed activities, which affect such agreement.

(e) A Participant in a program or activity authorized under WIOA must not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee (as of the date of the participation).

(f) No Participant shall be employed or job opening filled: 1) when any other individual is on layoff from the same or any substantially equivalent job, or 2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a Participant.

18. No Duplication of Services

Funds provided under this Agreement shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal State or local County sources, unless the plan established that alternative services or facilities would be more effective or more likely to achieve performance goals.

19. Non-liability of County Officials and Employees

No member, official, agent, legal counsel or employee of County shall be personally liable to Subrecipient, or any successor in interest in the event of any default or breach by County or for any amount which may become due to Subrecipient or on any obligation under the terms of this Agreement.

20. No Partnership

Nothing in this Agreement shall be deemed or construed to create a partnership, joint venture, or any other similar relationship between the Parties hereto or cause the County to be responsible in any way for the debts or obligations of Subrecipient or any other person.

21. No Third-Party Beneficiaries

The Parties to this Agreement acknowledge and agree that the provisions of this Agreement are for the sole benefit of County and Subrecipient and not for the benefit, directly or indirectly, of any other person or entity.

22. Ownership/Use of Agreement Materials and Products

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

23. Payment of Benefits (where applicable)

When applicable, Participants employed in activities authorized under this Agreement shall be paid wages that shall not be less than the higher of the following: 1) the minimum wage under §206(a)(1) of the Fair Labor Standards Act of 1938, as

amended, 2) the minimum wage under the applicable state or local minimum wage law, or 3) the prevailing rates of pay for individuals employed in similar occupations by the same employer.

When applicable, Participants employed in paid work experience activities funded under WIOA may receive related benefits in the public, private, for-profit or non-profit sectors where the objective assessment and individual service strategy indicate that work experiences are appropriate. (WIOA sec. 129)

A Participant shall receive no payments for training activities in which the trainee fails to Participate without good cause.

24. Permits and Licenses

The Subrecipient shall obtain and pay for all permits and licenses necessary for the performance of this Agreement. The County is not permitted to waive any fees for services except as otherwise required by law. Subrecipient 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. Subrecipient 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; Subrecipient shall maintain these throughout the term of this Agreement and agrees that all service(s) will be performed by properly trained and licensed staff.

25. Press Releases/Published Announcements

In all communications with the press, television, radio or any other means of communicating with the general community regarding any items which are related to the program funded by this Agreement, the Subrecipient shall use County language in all written material and shall use this language in any audio or video production. The Subrecipient will obtain approval from the County prior to publication or production.

26. Prohibited Activities

(a) The Subrecipient will assure that no funds under this Agreement shall be used to assist, promote or deter union organizing activities.

(b) No funds provided under this Agreement shall be used, or proposed for use, to encourage or induce the relocation of a business or part of a business if such relocation would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.

(c) The Subrecipient is prohibited from using funds under this Agreement for the purpose of instituting legal proceedings or legal disputes against the County, the Grantor, the Department of Labor or its official representatives.

(d) No person or organization may charge an individual a fee for the placement or referral of the individual in or to a workforce system training program.

(e) No funds provided under the Act shall be used for employment generating activities, economic development and other similar activities, investment in revolving loan funds, capitalization of businesses, investment in contract bidding resource centers, and similar activities that are not directly related to training for eligible individuals under WIOA. Nor shall any funds from this Agreement be used for foreign travel.

(f) No funds under WIOA may be used for Public Service Employment (PSE), except to provide disaster relief employment.

(g) This Agreement will not result in the displacement of currently employed workers (including partial displacement, such as reduction in the hours of non-overtime work, wages or employment benefits). The Subrecipient will assure that no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities currently employed individuals.

(h) No funds provided under this Agreement shall be used or proposed for use to encourage or induce relocation if it would result in a loss of employment for any employee of such business at the original location and such original location is within the United States.

(i) No funds, materials, property, services and Participant shall be used for, or employed on, the construction, operation or maintenance of any facility as is used for sectarian instruction or as a place for religious worship.

27. Standards of Conduct

Every reasonable course of action shall be taken by the Subrecipient in order to maintain the integrity of the expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement shall be administered by the Subrecipient in an impartial manner, free from efforts to gain personal, financial or political gain. The Subrecipient agrees to conform to the nondiscrimination requirements set forth in WIOA.

(a) Avoidance of conflict of economic interest: an executive or employee of the Subrecipient who is an elected official in the area or a member of the Local Workforce Development Board ("Local Board") shall not solicit or accept money and/or any other consideration from a third person, for the performance of an act reimbursed in whole or part by the Subrecipient. Supplies, materials, equipment or services purchased with WIOA agreement funds will be used solely for purposes allowed under this Agreement. No member of the Local Board shall cast a vote on the provision of services related to or arising out of this Agreement by that member or any other organization, which that member represents or vote on any matter which would provide direct financial benefit to that member or immediate family of the member or any business or organization which the member directly represents. The Subrecipient will establish and maintain written standards of conduct covering conflicts of interest and governing the performance of their employees engaged in the selection, award and administration of contracts. Subrecipient hereby assures that it will establish safeguards to prohibit employees from using a position for a purpose that gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have business or other ties.

(b) Subrecipient shall avoid any and all conflict of interest instances. Conflict of interest is a situation in which a person has a duty to more than one person or organization, but cannot do justice to the actual or potentially adverse interests of both Parties. This includes when an individual's personal interests or concerns are inconsistent with the best for a customer, or when a public

official's personal interests are contrary to his/her loyalty to public business. An attorney, an accountant, a business adviser or realtor cannot represent two parties in a dispute and must avoid even the appearance of conflict. He/she may not join with a client in business without making full disclosure of his/her potential conflicts, must avoid commingling funds with the client and never take a position adverse to the customer.

(c) The Subrecipient shall insure that any of its employees who were formerly employed by the County in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two years following the termination of such employment.

(d) The Subrecipient shall insure that no relative by blood, adoption or marriage of any executive or employee of the Subrecipient, will receive favorable treatment when considered for enrollment in programs provided by or employment under this Agreement.

(e) The Subrecipient and its employees will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. No relative by blood, adoption or marriage of any executive or employee of the Subrecipient will receive any favorable treatment for employment with the Subrecipient or enrollment into the program funded by this Agreement.

(f) The Subrecipient may not hire a person in an administrative capacity, staff position or work experience training position with funds provided by this Agreement if a member of that person's immediate family is engaged in an administrative capacity for the Subrecipient.

(g) The Subrecipient assures that none of its directors, officers, employees or

agents shall participate in selecting or administering any subcontract supported (in whole or in part) by federal funds where such person is a director, officer, employee or agent of the subcontractor, or where such person knows or should have known that:

i. A member of such person's immediate family or partner or organization has a financial interest in the subcontract;

ii. The subcontractor is someone with whom such person has negotiated or is negotiating any prospective employment; or

iii. Such person would have a "Financial or Other Interest" in the subcontract.

(h) The Subrecipient assures that no member of its board, officer, or employee of the Subrecipient shall have any interest, direct or indirect, in any contract or subcontract or the proceeds for work to be performed in connection with this program during his/her tenure as such employee, officer or member of the board.

(i) Prior to obtaining the County approval of any subcontract, the Subrecipient shall disclose to the County any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officers, directors or employees or their immediate families with the proposed subcontractor and its officers, directors or employees.

(j) The Subrecipient warrants that it has not paid, and will not pay, to any third person any money or other consideration for obtaining this Agreement.

28. Use of Any Photo or Image

Subrecipient shall secure signed consent for the use of any photo or image of any Participant used in advertisements, brochures, pamphlets, videos, or any media form where the individual or his/her likeness can be identified.

NOTE: The consent for minor youth must be signed by the **youth's** parent or guardian and must stipulate the terms and conditions of how the photo/image will be used. Copies of completed forms must be on-site in the Participant files.

29. Applicable Websites

Agency	Web Site
Riverside County Housing and Workforce Solutions Department/Workforce Development Division, and Workforce Development Board Policies	https://rivcoworkforce.org/documents-policies
Riverside County Board of Supervisors	https://rivco.org/board-supervisors
U.S. Department of Labor, Employment and Training Administration	http://www.doleta.gov
Employment Development Department	http://www.edd.ca.gov/
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards	https://www.federalregister.gov
Riverside County Workforce Development Division/ Youth Program Policies and Procedures • Policy 10-4 • Policy 10-10 • Policy 19-01	https://rivcounty.sharepoint.com/sites/wodcXnt/SitePages/Youth%20Data.aspx?RootFolder=%2Fsites%2FwodcXnt%2FYouth%20Data%2FTools%2FPolicies&FolderCTID=0x0120005D75909A37445F48BB0CA4D9BEADD73A&View=%7B52E0F3F4%2D9E17%2D43A4%2D90AF%2D323D377067F5%7D

O. Assurances and Certifications

Subrecipient, certifies, acknowledges and agrees to comply with the following:

1. WIOA Subrecipient shall comply with all applicable terms and provisions contained in the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128.

2. Executive Orders 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the Provisions of Public Law 107-288, Jobs for Veterans Act, as the law applies to Department of Labor (DOL) job training programs, the California Fair Employment Practice Act, California Public Contracts Code 2000, and other applicable federal, state and county laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereinafter enacted.

3. Copeland "Anti-Kickback" Act (1986) prohibits any payment or gratuity made for the purpose of inducing award of a subcontract or prime contract with the federal government.

4. Child Support Compliance Act enforces the importance of the child and family support obligations and shall fully comply with applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earning assignment orders, as provided in Chapter 8, section 5200 of Part 5 of Division 9 of the Family Code, and that to the best of its knowledge is fully complying with earnings assignment order of all employees and is providing names of all new employees to the New Employee Registry maintained by EDD.

5. Corporate Registration The Subrecipient, if it is a corporation, certifies it is registered with the Secretary of the State of the State of California.

6. Debarment and Suspension certification The Subrecipient hereby assures and certifies that the it will comply with the regulations implementing Executive Order 12549, Debarment and Suspension, Uniform Guidance 2 CFR Part 200, Appendix I that the prospective participant, to the best of its knowledge and belief, that it and its principals: are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft , forgery, bribery, falsification, or restrictions of records, making false statements, or receiving stolen property; are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated above; have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause of default. Where the Subrecipient is unable to certify to any of these statements in this certification such prospective entity shall immediately notify the County before signing the Agreement.

7. Drug Free Workplace Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the

following actions: publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations; establish a Drug-Free Awareness Program to inform employees about the following:

a. The dangers of drug abuse in the workplace;

b. The **person's** or **organization's** policy of maintaining a drug-free workplace;

c. Any available counseling, rehabilitation and employee assistance programs; and,

d. Penalties that may be imposed upon employees for drug abuse violations.

e. Every employee who provides services under this Agreement will:
receive a copy of the Subrecipient's drug-free policy statement and agree to **abide by the terms of the Subrecipient's statement as a condition of** employment.

8. Environmental Protection Regulations

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Subrecipient ensures that it complies with all applicable standards, order, or requirements under the Clean Air Act, the Federal Water Pollution Control Act, Executive Order 11738, and EPA regulations. The authorized representative, in signing this Agreement, certifies that he/she has read and that his/her agency is in compliance with all terms.

Energy Policy and Conservation Act – Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. Air or Water pollution Violation – Subrecipient shall not be in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution district; subject to cease and desist order not subject to review issued pursuant prohibitions; or finally determined to be in violation of provisions of federal law relating to air and water pollution.

9. Fair Labor Standards Act (1938) provides minimum wage and overtime requirements.

Under FLSA, all non-exempt employees are entitled to cash overtime for all hours worked over 40 in a workweek. The Act, as amended by the Minimum Wage Increase Act of 1996, is enforced by the Wage and Hour Division of the Department of Labor and private lawsuits.

10. Family Educational Rights and Privacy Act of 1974 and related state law and regulations require the proper disclosure of individually identifiable records. All state and County information is confidential when it identifies an individual or an employing unit. Confidential information requires special precautions such as, but not limited to, locked files, computer passwords, and assigned staff access, to protect it from loss, unauthorized use, access, disclosure, modification and destruction.

11. Family and Medical Leave Act (1993) requires that employers, with 50 or more employees, provide up to 12 weeks of unpaid leave, with any 12-month period, to employees for the care of a newborn or adopted child, for the care of a seriously ill family member, or for treatment and care of the employee's own serious medical condition. The Act is enforced by the Wage and Hour Division of the Department of Labor.

12. Immigration Reform and Control Act (1986) requires employers to verify that applicants for employment are authorized to work in the United States. The Act provides civil and criminal penalties for knowingly employing unauthorized aliens and prohibits discrimination based on national origin or citizenship if the alien is authorized to work. The Act is enforced by the Department of Justice and the Department of Homeland Security.

13. Jobs for Veterans Act (Public Law 107-288): By signing this Agreement, the Subrecipient hereby assures and certifies that it will comply with the provisions of this Act and establish a priority for service for veterans (and some spouses) who otherwise meet the eligibility requirements for participation in the program.

14. Military Selective Service Act ("MSSA") shall be insured by the Secretary that each individual participating in any WIOA program or receiving any assistance or benefit under this chapter has not violated Section 3 of the MSSA (50 U.S.C. 453) by not presenting and submitting to registration as required pursuant to such section. The Director of the Selective Service System shall cooperate with the Secretary in carryout out this section.

15. False Claims Act ("FCA") provides, in pertinent part, that: (a) Any person who (1) knowingly presents, or causes to be presented, to an officer or employee of the United States Government or a member of the Armed Forces of the United States a false or fraudulent claim for payment or approval; (2) knowingly makes, uses, or causes to be made or used, a false record or statement to get a false or fraudulent claim paid or approved by the Government; (3) conspires to defraud the Government by getting a false or fraudulent claim paid or approved by the Government; or (4) knowingly makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the Government; is liable to the United States Government for a civil penalty of not less than $5,000 and not more than $10,000, plus 3 times the amount of damages which the Government sustains because of the act of that person. (b) For purposes of this section, the terms "knowing" and "knowingly" mean that a person, with respect to information (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information, and no proof of specific intent to defraud is required. While the False Claims Act imposes liability only when the claimant acts "knowingly," it does not require that the person submitting the claim have actual knowledge that the claim is false. A person, who acts in reckless disregard or in deliberate ignorance of the truth or falsity of the information, also can be found liable under the Act. In sum, the False Claims Act imposes liability on any person who submits a claim to the federal government that he or she knows (or should know) is false. The False Claims Act also imposes liability on an individual who may knowingly submit a false record in order to obtain payment from the government. The third area of liability includes those instances in which someone may obtain money from the federal government to which he may not be entitled, and then uses false statements or records in order to retain the money. In addition to its substantive provisions, the FCA provides that private parties may bring an action on behalf of the United States.

31 U.S.C. 3730 (b). These private parties, known as "*qui tam* relators," may share in a percentage of the proceeds from an FCA action or settlement. Section 3730(d)(1) of the FCA provides, with some exceptions, that a qui tam relator, when the Government has intervened in the lawsuit, shall receive at least 15 percent but not more than 25 percent of the proceeds of the FCA action depending upon the extent to which the relator substantially contributed to the prosecution of the action. When the Government does not intervene, section 3730(d)(2) provides that the relator shall receive an amount that the court decides is reasonable and shall be not less than 25 percent and not more than 30 percent. The FCA provides protection to *qui tam* relators who are discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of their employment as a result of their furtherance of an action under the FCA. 31 U.S.C. 3730(h).

16. National Labor Relations Board ("NLRB") certifies that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a federal court which orders the Subrecipient to comply with an order of the NLRB.

17. Nondiscrimination Clause the conduct of the Parties to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 and the Rules and Regulations promulgated under the provision of WIOA, Section 188. As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the Subrecipient assures that it will comply fully with the nondiscrimination and equal opportunity provision of the following laws: The nondiscrimination and equal opportunity provisions found in Section 188 of WIOA and 29 CFR Part 38 prohibition of 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; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individual with disabilities; The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and Title IX of the Education

Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs. The Subrecipient assures that it will comply with Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient's operation of the WIOA Title I-Financially Assisted Program or Activity, and to all agreements that the grant applicant makes to carry out the WIOA Title – Financially Assisted Program or Activity. The Subrecipient will comply fully with the nondiscrimination and equal opportunity provisions of the WIOA and acknowledge the government's right to seek judicial enforcement of the nondiscrimination assurance. The Subrecipient will conform to nondiscrimination provisions of the WIOA and other federal nondiscrimination requirement as referred to in WIOA Section 188. WIOA Sec. 184 (f): Discrimination Against Participants: If the County determines that any recipient under WIOA Title I has discharged or in any other manner discriminated against a Participant or against any individual in connection with the administration of the program involved, or against any individual because such individual has filed any complaint or instituted or caused to be instituted any proceeding under or related to WIOA Title I, or has testified or is about to testify in any such proceeding or investigation under or related to WIOA Title I, or otherwise unlawfully denied to any individual a benefit to which that individual is entitled under the provision of WIOA Title I or the County's regulations, the County shall, within thirty (30) days, take such action or order such corrective measures, as necessary, with respect to the recipient or the aggrieved individual, or both.

18. The Subrecipient assures that it has an Equal Employment Opportunity ("EEO") policy that complies with the nondiscrimination and equal opportunity provisions of WIOA and its implementing regulations. Subrecipient assures that its EEO policy covers staff and Participants served under this Agreement and that it does not discriminate, 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, in the selection of Participants and staff personnel. The policy shall cover, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and

selection for training. The Subrecipient will take action to ensure that applicants, Participants or employees are treated during training/employment without regard to 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. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Subrecipient agrees to post, in conspicuous places available to employees and applicants for employment and/or training, notices setting forth the provision of this nondiscrimination clause. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and the Subrecipient may be declared ineligible for further government contracts in accordance with policies authorized in Executive Order 11246 of 1965, last amended 1996, and the Equal Employment Opportunities Act of 1972 and the amendments to the Civil Rights Act of 1991.

19. Occupational Safety and Health Act (1970) requires all employers to provide a work place that is free from recognized hazards that cause, or are likely to cause, death or serious physical harm to employees. The Act also establishes the Occupational Safety and Health Administration that is responsible for promulgating workplace safety standards and regulations for various industries. The Act is enforced by the Occupational Safety and Health Administration.

20. Political Reform Act (of 1974, amended in 1996) requires each state and local agency to adopt a conflict of interest code. Conflict of interest codes are required to prohibit officials of any state or local government agency from making, participating or in any way attempting to use their official position to influence a governmental decision in which the official knows or has reason to know that he or she has a financial interest.

21. Sectarian Activities are not permitted and does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatsoever, as

specified by Article XVI, Section 5, of the Constitution regarding separation of church and state.

22. Vietnam Era Veteran's Readjustment Assistance Act (1974) makes it unlawful for employers to discriminate against veterans of the Armed Forces in their employment practices. It also provides veterans with certain reemployment, seniority, health benefit, and pension rights with respect to prior employment.

23. Whistleblower Protection Statutes (1989) protect employees of financial institutions and government Subrecipients from discriminatory and retaliatory employment actions because of reporting violations of the law to federal authorities. The Act is enforced by the Wage and Hour Division of the Department of Labor.

24. Procurement of Recovered Materials The requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines from discriminatory and retaliatory employment actions because of reporting violations of the law to federal authorities. The Act is enforced by the Wage and Hour Division of the Department of Labor.

25. Domestic preferences for procurements As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

26. Subgrant Agreement compliance requirements

(a) All Subrecipient staff and subcontractors that are provided access to any data systems of the Pass-through Entity, excluding CalJOBS, are required to complete and sign an Employee Confidentiality Statement (DE 7410).

(b) Each party shall promptly return to the other party confidential information when

its use ends or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.

(c) If the Pass-through Entity or Subrecipient enters into an agreement with a third party to provide WIOA services, the Pass-through Entity or Subrecipient agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.

(d) The Subrecipient may, in its operation of the America's Job Center of California (AJCC), permit an AJCC Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume distribution services at the same time the individual enrolls in CalJOBS. Subrecipient shall ensure that all such subcontracts comply with the intellectual property requirements of this subgrant agreement, the confidentiality requirements of this subgrant agreement and any other terms of this subgrant agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:

1. All client information submitted over the internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers and protected by a firewall and a secondary database server firewall or AES data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution Service that provides enrollment in CalJOBS, social security numbers must be destroyed within two days after the client registers for CalJOBS. If a subcontractor obtains confidential information as an agent of the Subrecipient, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. Social security numbers and other client specific information shall not be retained for more than three years after a client completes services.
2. Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
3. An AJCC client must still be given the option to use the AJCC's services, including CalJOBS, even if he or she chooses not to use any services of the subcontractor. This

option shall be prominently, clearly and immediately communicated to the client upon registration within the AJCC or for CalJOBS, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the AJCC Operator.

4. The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the client seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
5. When the Pass-through Entity modifies State automated systems such as the State CalJOBS System, it shall provide reasonable notice of such changes to the Subrecipient. The Subrecipient shall be responsible to communicate such changes to the AJCC Operator(s) in the local area.

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

FOR THE SUBRECIPIENT:
Name: Stephanie Adams
Title: Deputy Director/Administrator
Telephone: 951-955-3100
Fax: 951-955-3131

P. Definitions

- **Adult Mentoring** — Youth advocacy, instruction and constructive critiquing of youth's academic performance and social behavior provided by a caring adult to challenge youth to attain short-term goals that will ultimately lead to becoming self-sufficient and successful adults.
- **Apprenticeship** — A qualified apprenticeship is a program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency.
- **Assessment** — An independent and comprehensive evaluation of an individual to identify skills, abilities, aptitudes and interest, used to design an Individual Service Strategy (ISS).
- **Basic Skills Deficient** — An individual youth who has English reading, writing, or computing skills at or below the 8th grade level on a generally accepted standardized test; or an individual that is unable to compute or solve problems, or read, write, or speak English, at a level necessary to function on the job, in the individual's family, or in society.
- **Basic Skills Training** — Remedial training in reading comprehension, math computation, writing, speaking English at a level to function on the job, in the individual's family, or in society, listening, problem solving, reasoning and the capacity to use these skills. Remedial training should measurably increase the individual's level above the 8th grade.
- **Career Pathway** — The term "career pathway" means a combination of rigorous and high-quality education, training, and other services that

  a) aligns with the skill needs of industries in the economy of the State or regional economy involved;

  b) prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the "National Apprenticeship Act"; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.);

  c) includes counseling to support an individual in achieving the

  individual's education and career goals;

d) includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster; same context as workforce preparation activities and training for a specific occupation or occupational cluster;

e) organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;

f) enables an individual to attain a secondary school diploma or its recognized equivalent and at least 1 recognized postsecondary credential;

g) helps an individual enter or advance within a specific occupation or occupational cluster.

- Career Planning — The term "**career planning**" means the provision of a client-centered approach in the delivery of services, designed to a) prepare and coordinate comprehensive employment plans, such as service strategies, for Participants to ensure access to necessary workforce investment activities and supportive services, using, where feasible, computer- based technologies; and b) provide job, education, and career counseling, as appropriate during program participation and after job placement.
- Case Management — The provision of a client-centered approach in service delivery to a) prepare and coordinate comprehensive service strategies for Participants; b) ensure access to necessary workforce innovation opportunity activities and supportive services, using, where feasible, computer-based technologies; c) provide job and career counseling during program participation and after job placement.
- Classroom Training — Training conducted in a classroom setting designed to train Participants in specific skills and/or vocation.
- Co-enrollment — Participants, 18-24, who simultaneously receive services in both the Youth and the Adult WIOA program.

• Community-Based Organization	The term "community based organization" means a private nonprofit organization (which may include a faith-based organization), that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce development.
• Competitive Integrated Employment	This term has the meaning given to it in section 7 of the Rehabilitation Act of 1973 (29 U.S.C. 705), for individuals with disabilities.
• Completion of an Industry Recognized Certificate, or a Post-Secondary Credential	This term means a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the State involved or Federal Government, or an Associate or Baccalaureate degree.
• Department of Labor (DOL)	Means the U.S. Department of Labor, including its agencies and organizational units.
• Diploma (Secondary or GED)	Awarded upon successful high school graduation. It is awarded by the school in accord with local and state requirements. Typically, selected coursework meeting specified criteria and passing grades on the state exit examination are required. Also, any credential that the state education agency accepts as equivalent to a high school diploma (GED).
• Exit Quarter	Represents the calendar quarter in which the date of exit is recorded for the individual.
• Foster Youth	A youth aged 14 through 19 years, who has been removed from his/her home pursuant to Welfare and Institutions Code sections 300, 309, or 602, and is receiving child welfare services through the Department of Public Social Services.
• Guidance and Counseling	A service provided to develop positive attitudes towards learning and social behavior, self-esteem building, decision making leading towards the future and responsible citizenship – all leading towards future careers/employment.

- In-Demand Industry Sector or Occupation

  a) In general, this term means (i) an industry sector that has a substantial current or potential impact (including through jobs that lead to economic self-sufficiency and opportunities for advancement) on the State, regional, or local economy, as appropriate, and that contributes to the growth or stability of other supporting businesses, or the growth of other industry sectors; or (ii) an occupation that currently has or is projected to have a number of positions (including positions that lead to economic self-sufficiency and opportunities for advancement) in an industry sector so as to have a significant impact on the State, regional, or local economy, as appropriate.

  b) Determination-the determination of whether an industry sector or occupation is in-demand under this paragraph shall be made by the State board or local board, as appropriate, using State and regional business and labor market projections, including the use of labor market information.

- Indirect Cost Rate

  The rate a Subrecipient may charge the agreement for indirect costs that is determined by an approved, cognizant federal agency.

- Individual Service Strategy (ISS)

  A standard tool used to reflect comprehensive youth service needs, program goals and strategy and timelines for achieving these goals throughout and following the program.

- Individual with a Barrier to Employment

  This term means a member of one or more of the following populations:
  a) Displaced homemakers.

  b) Low-income individuals.

  c) Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166.

  d) Individuals with disabilities, including youth who are individuals with disabilities.

  e) Older individuals.

  f) Ex-offenders.

  g) Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))), or homeless children and youths

(as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a (2))).

h) Youth who are in or have aged out of the foster care system.

i) Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.

j) Eligible migrant and seasonal farmworkers, as defined in section 167(i).

k) Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.).

l) Single parents (including single pregnant women).

m) Long-term unemployed individuals.

n) Such other groups as the Governor involved determines to have barriers to employment.

- Individual with a Disability — In general, this term means an individual with a disability as defined in section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102).
- In-Program Skill Gains — Measurable skill gains attained by program Participants while they are placed in education or training that leads to a recognized postsecondary credential or to employment.
- In-School Youth — An individual who is attending school (as defined by State law); not younger than age 14 or (unless an individual with a disability who is attending school under State law) older than age 21; a low-income individual; and one or more of the following:

  a) Basic skills deficient.

  b) An English language learner.

  c) An offender.

  d) A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6)); a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42

U.S.C. 11434a(2))), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out of home placement.

e) Pregnant or parenting.

f) A youth who is an individual with a disability.

g) An individual who requires additional assistance to complete an educational program or to secure or hold employment.

- **Labor Market Area** — This term means an economically integrated geographic area within which individuals can reside and find employment within a reasonable distance or can readily change employment without changing their place of residence. Such an area shall be identified in accordance with criteria used by the Bureau of Labor Statistics of the Department of Labor in defining such areas or similar criteria established by a Governor.
- **Leadership Development Opportunities** — Activities that foster positive social behavior, decision making, teamwork and other activities, including:

  a) exposure to post-secondary educational opportunities
  b) community and service learning projects
  c) peer-centered activities, including peer mentoring and tutoring
  d) organizational and teamwork training, including team leadership training
  e) training in decision-making, including setting priorities
  citizenship training, including skills training such as parenting, work behavior training and budgeting of resources.

- **Literacy** — The ability to read, write, and speak in English, compute and solve problems, at the levels of proficiency necessary to function on the job, in the family of the individual and in society.
- **Low Income Individual** — An individual who meets at least one of the following criteria:

  a) Receives (or has received in past 6 months) or is a member of a family that receives (or has received in last 6 months) assistance via SNAP, TANF or the supplemental income program of the Social Security Act.

b) Is in a family with total family income that does not exceed the higher of the poverty line or 70% of the lower living standard income level.

c) Qualifies as a homeless individual, as defined in the Violence Against Women Act of 1994 or the Stewart B. McKinney Homeless Assistance Act.

d) Receives or is eligible to receive free or reduced price lunch.

e) Is a foster child on behalf of whom State or local government payments are made.

f) Is an individual with a disability who meets the income requirements of the program, but is a member of a family whose income does not meet income requirements.

g) **Further, for the purposes of determining youth Participant eligibility, "low-income" also includes youth living in a "high-poverty area."**

- Lower Living Standard Income Level — This term means that income level (adjusted for regional, metropolitan, urban, and rural differences and family size) determined annually by the Secretary of Labor based on the most recent lower living family budget issued by the Secretary.

- Non-Traditional Employment — This term refers to occupations or fields of work, for which individuals from the gender involved comprise less than 25 percent of the individuals employed in each such occupation or field of work.

- Occupational Skills Training — Training that includes apprenticeship programs and/or training opportunities in local growth industries.

- Offender — Any juvenile:

  (a) who is or has been subject to any stage of the criminal justice process, for whom services under this Act may be beneficial; or

  (b) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.

- On-the-Job-Training — This term means training by an employer that is provided to a paid Participant while engaged in productive work in a job that:

a) provides knowledge or skills essential to adequate performance of the job; and b) is made available through a program that provides reimbursement to the employer of up to 50 percent of the wage rate of the Participant; and c) is limited in duration as appropriate to the occupation for which the Participant is being trained, taking into account the content of the training, the prior work experience of the Participant, and the service strategy of the Participant; and d) is in a high demand industry or occupation.

- Outcome — Documented effect or impact of a service or intervention
- Out-of-School Youth — An individual who is not attending any school (as defined under State law); not younger than age 16 or older than age 24; and one or more of the following:

  a) A school dropout.

  b) A youth who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year calendar quarter.

  c) A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is (i) basic skills deficient; or (ii) an English language learner.

  d) An individual who is subject to the juvenile or adult justice system.

  e) A homeless individual (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6))); a homeless child or youth (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))); a runaway, in foster care or has aged out of the foster care system; a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement.

  f) An individual who is pregnant or parenting.

  g) A youth who is an individual with a disability.

  h) A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment.

- **Participant** — An individual who has been determined to be eligible to participate in and who is receiving services (except follow-up services) under a program authorized by this title. Participation commences on the first day, following determination of eligibility, on which the individual begins receiving training or other services provided under WIOA.

- **Performance Measures** — Indicators that measure program outcomes and performance imposed by the Department of Labor and State of California on EDA and its WIOA Subrecipients.

- **Pre-employment/ Work Maturity Skills** — The skills that assist a youth to find and keep employment, such as, resume writing, completing job applications, interviewing techniques, how to dress for a job, punctuality and attendance, attitudes/behavior, task completion, etc.

- **Program Activities** — Direct or indirect services provided by a Subrecipient, collaborative or outside agency, designed to achieve youth program outcomes. Examples are adult mentoring, client management, computer literacy training, work experience, etc.

- **Program Elements** — WIOA Section 129(c)(2) includes 14 program elements. In order to support the attainment of a secondary school diploma or its recognized equivalent; entry into postsecondary education; entry into training; attainment of a recognized postsecondary credential; career readiness for Participants; and placement in employment, the program shall provide elements consisting of the following:

  a) Tutoring, study skills training, instruction, evidence-based dropout prevention and recovery strategies leading to secondary school completion or equivalent, or to recognized postsecondary credential.

  b) Alternative secondary school services or dropout recovery services.

  c) Paid and unpaid work experiences, including summer and year-round employment opportunities, pre-apprenticeships, internships, job shadowing, and on-the-job training opportunities.

d) Occupational skills training, with priority given to programs leading to recognized postsecondary credentials aligned with in-demand industry sectors/occupations.

e) Education offered concurrently and in the same context as workforce preparation activities and training for specific occupation or occupational cluster.

f) Leadership activities, including community service, peer-centered activities encouraging responsibility and other positive social/civic behaviors.

g) Supportive Services.

h) Adult Mentoring for at least 12 months.

i) Follow-up Services for at least 12 months after Exit.

j) Comprehensive Guidance and counseling.

k) Financial Literacy Education.

l) Entrepreneurial Skills Training.

m) Labor market and employment information about in-demand industry sectors.

n) Preparation for transition to postsecondary education/training.

- Program Exit Date — Determined by CALJOBS. Typically counted when a Participant does not receive any WIOA-funded or non-WIOA funded partner service for 90 days and is not scheduled for future services except follow-up services; represents the last day on which Participant receives service funded by the program or a partner program. The term "exit" is also used to determine when to count an individual in a specified reporting period. Each individual becomes part of an exit cohort, a group who is determined to be "exiters" within a particular quarter and are looked at together for performance measurement purposes

- School Dropout — A school dropout is defined as an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent.
- Service Contract (SC) — An agreement developed and executed between the Subrecipient and collaborative Contractors in relation to the operational management of a Youth Program.
- Subcontract — A legal agreement whereby an organization agrees to provide services, activities or materials necessary to fulfill the agreement.
- Subrecipient — A Subrecipient is a legal entity to which a subaward is made and which is accountable to the recipient for use of the funds provided. Characteristics of a Subrecipient are when the organization receiving a Federal award performs the following activities: determines Eligibility for the Program, has its performance measured against the objectives of the Federal program, has responsibility for programmatic decision making, has responsibility for adherence to applicable program compliance requirements (for example, federal regulations) and uses Federal Funds to carry out a program of the organization as opposed to providing goods or services for a program.
- Supportive Services — This term refers to services such as transportation, child care, dependent care, housing, and needs-related payments, which are necessary to enable an individual to participate in activities authorized under this Act.
- Unemployed — This term means an individual who is without a job and who wants and is available for work. The determination of whether an individual is without a job, for purposes of this Act, shall be made in accordance with the criteria used by the Bureau of Labor Statistics of the Department of Labor in defining individuals as unemployed.
- WIOA Local Area — Local workforce development areas within the state that take into consideration:
  a) geographic areas served by local educational agencies, intermediate educational agencies, post-secondary educational institutions and vocational education schools;
  b) extent to which such local areas are consistent with labor market areas;

c) distance that individuals will need to travel to receive services; resources of such local areas that are available to effectively administer the activities carried out under WIOA.

- Work Experience — Planned, structured learning experiences that takes place in a workplace for a limited period of time and may be paid or unpaid, in the private, for-profit sector; the non-profit sector; or the public sector. Work-based learning experiences are designed to enable youth to gain exposure to the working world and its requirements.
- Workforce Development System — A system that makes available the core programs, the other one-stop partner programs, and any other programs providing employment and training services as identified by a State board or local board.
- Workforce Preparation Activities — Activities, programs, or services designed to help an individual acquire a combination of basic academic skills, critical thinking skills, literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, and understanding systems, and obtaining skills necessary for successful transition into and completion of post-secondary education or training, or employment.
- Youth-Opportunity Center or YOC — A safe, comfortable, youth-friendly environment where youth can access a variety of services to meet their needs. The facility must be accessible by public transportation and must be Americans with Disabilities Act compliant.

[Signatures on Following Page]

SIGNATURES

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

COUNTY:

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

Signature: _____

Name: V. Manuel Perez

Title: Board of Supervisors, Chair

Dated: SEP 2 2 2025

SUBRECIPIENT:

GOODWILL INDUSTRIES OF SOUTHERN CALIFORNIA, dba GOODWILL SOUTHERN CALIFORNIA , a California non-profit corporation

Signature: _____

Name Patrick McClenahan

Title President and CEO

Dated: 08/30/2025

ATTEST:
Kimberly A. Rector
Clerk of the Board

By: _____
Deputy

APPROVED AS TO FORM:

MINH C. TRAN

COUNTY COUNSEL

By: _____

Paula S. Salcido
Deputy County Counsel

Dated: 9-9-2025

SEP 2 2 2025 3.31

Exhibit 1: Scope of Work

Goodwill Industries of Southern California, dba Goodwill Southern California ("Subrecipient"), shall perform the following services and work, in connection with the Workforce Innovation and Opportunity Act ("WIOA") Cost Reimbursement Agreement for Youth Opportunity Center operations from October 1, 2025, through June 30, 2026 ("Agreement"), between the County of Riverside ("County") and Goodwill Industries of Southern California, dba Goodwill Southern California ("Subrecipient"):

1. Background

The Subrecipient has committed to operating a year-round youth program through a Youth Opportunity Center ("YOC") located in Riverside County as specifically detailed below in **Section 2** and designed to accomplish the objective of WIOA ("Program"). The purpose of the Program is to provide high quality services for youth and young adults beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training in in-demand industries and occupations, and culminating with a good job along a career pathway or enrollment in post-secondary education.

2. YOC Location and Hours of Operation

The Subrecipient has committed to operating the Program at the YOC at the below location and hours of operation. The Subrecipient will provide Program services at the designated YOC on a year-round basis during the term of the Agreement.

Indio Youth Opportunity Center
44-199 Monroe Street,
Indio, CA 92201
Phone: (760) 775-2887
Email Address: rrodriguez@goodwillsocal.org
Hours of Operation: Monday – Friday, from 8:00 a.m. – 5:00 p.m.

3. Target Population

The target population (also referred to as customers or participants) for Program services under this Agreement includes eligible Out-of-School Youth (OSY) ages 16-24 and eligible In-School Youth (ISY) ages 16-21. **Exhibit 2** of this Agreement contains the monthly enrollment plan for both OSY and ISY.

4. Quality Assurance Certification

The County requires each YOC to implement a Continuous Quality Assurance System to ensure the WIOA Youth Program delivers high quality services to its customers. The program must be evaluated and certified as meeting or exceeding the established quality standards by an independent Quality Assurance Agency within (30) days of contract award. If not already certified, YOC's must be certified within six (6) months of contract award or provide status of application/ and/ or progress of certification from the agency conducting the review and certification. Proof of certification and renewal must be submitted to the County.

5. Program Components

a) Intake and Eligibility

The Subrecipient shall follow the eligibility criteria set forth in the Riverside County Housing and Workforce Solutions Department Workforce Development Division (HWS WDD) WIOA Youth Program Policies & Procedures Manual (19-01). Additional guidelines for WIOA Youth Enrollment, Comprehensive Assessment and Individual Service Strategy ("ISS") are also included in the aforementioned manual.

b) Assessment

1. Pre/Post Assessments – The Subrecipient shall utilize the Comprehensive Adult Student Assessment System ("CASAS"). The CASAS assessment system shall be used to pre-test each Participant in Literacy (Reading Comprehension) and Numeracy (Math Computation) educational levels. Subrecipient will also utilize the CASAS to post-test each individual for measuring Literacy and Numeracy improvements.

2. CASAS Employability Competency System ("ECS") – The Pre-employment and Work Maturity Checklists in the CASAS-ECS shall be used as a guide to assess Participants in the following areas: Pre-Employment Skills, Job Retention Skills, and Occupational Skills. The CASAS-ECS system shall be used to pre-test and post-test each Participant.

3. The Subrecipient may also use any available CASAS material for Speaking Skills, Listening Skills, Problem Solving and Reasoning, Life Skills, and Interest/Aptitude areas. However, if alternate assessment materials are

implemented, Subrecipient shall be responsible for insuring that materials used meet generally accepted standards for the Riverside County WIOA Youth Program. Subrecipient shall document all Assessment results and progress on the Participant's ISS and in the CalJOBS system.

c) Individual Service Strategy ("ISS")

The Subrecipient shall determine what program elements will be provided to each youth, based on individual assessment results and development of an ISS. In order to encourage active participation in all ISS activities, the Subrecipient shall formally review all files on a continuous basis. In the event Participants are enrolled in excess of one (1) year, each file shall have the following notated in the file:

- A thorough outline of services being provided.
- Demonstration of active participation in all ISS activities.
- A clear service strategy to obtain applicable program outcomes not previously attained.
- A projected exit date from the program.

d) Case Management & Life Coaching Activities

1. Subrecipient shall develop best practices in Case Management and Life Coaching that require organizational arrangements to support youth service delivery. Case Managers shall provide life coach activities, which guide an individual to maneuver through their internal landscape for the purpose of assisting them to explore, discover and attain their authentic desires and aspirations. Two key components to ensure successful outcomes from the life coaching relationship include the establishment and definition of each individual's role and responsibilities, (case manager and Participant), and the establishment and definition of each individual's (Participant) role and responsibilities, and the establishment of the Participant's commitment to taking a pro-active role in their transformation process. The premise of this activity is to guide the Participant to explore and access their unique internal potential to solve problems when life challenges present themselves. Ultimately, the Life Coach (i.e. the case manager) is assisting the Participant in gaining self-confidence in their abilities by helping them recognize that they have the ingenuity to successfully overcome the obstacles they encounter. The

Subrecipient shall have staff that have been trained for the approach and its application to the particular practice setting and strategies to ensure that the YOC can be responsive to evidence from practice and advocate for systemic and policy change to support service delivery.

2. The principles that underpin Case Management are individualized service delivery based on comprehensive assessment that is used to develop an ISS. The plan is developed in collaboration with the youth and reflects their choices and preferences for the service arrangements being developed. The goal is to empower the youth and ensure that they are involved in all aspects of the planning and service arrangement in a dynamic way.

3. The Case Manager shall coordinate the process, consulting informal and key providers or Contractors to ensure that the plan is developed appropriately, clearly contracted and monitored for effective and financially accountable service provision based on specified and desired outcomes. The case manager and the YOC are expected to maintain quality in service provision for individual youth.

4. The Case Management approach assumes that youth with complex and multiple needs will access services from a range of providers or Contractors and the goal is to achieve seamless service delivery. This assumption highlights that the concept of Case Management is based in service provision arrangements that require different responses from within organizations and across organizational boundaries.

5. Case Managers provide the coordinating and specialist activities that flow from the particular setting, program and youth population. However, it is usual to identify the following process as core to Case Management: screening, assessment/risk management, career development planning, implementing service arrangement, monitoring/evaluation and advocacy. Case management shall be ongoing, frequent and documented in CalJOBS.

6. In order to ensure active engagement and continuous support for each Participant, the Subrecipient shall conduct, activity/contact reviews with the Participant during the main program at a minimum of 30-day, 60-day, and 90-day reviews. These reviews shall be documented in CalJOBS electronic case notes. The Subrecipient shall document specific effort(s) made to contact Participants, (e.g., telephone contact and results; attempted telephone contact with no answer; voice mail message on home or cell number in file; use of social media; attempted telephone contact at all alternate numbers in file; use of text message; use of email; use of postcard) in CalJOBS within one (1) week of contact. The expectation is that regular contacts and interaction will prevent any gaps in services (e.g., 90-days with no activity), as this would cause CalJOBS to soft exit the youth automatically from the program.

e) Youth Activities

In order to support the attainment of a secondary school diploma or its recognized equivalent; entry into postsecondary education; entry into training; attainment of a recognized postsecondary credential; career readiness for Participants; and placement in employment, the program shall provide the following:

1. Tutoring, study skills training, instruction, evidence-based dropout prevention and recovery strategies leading to secondary school completion or equivalent, or to recognized postsecondary credential;
2. Alternative secondary school services or dropout recovery services;
3. Paid and unpaid work experiences, including year-round employment opportunities, pre-apprenticeships, internships, job shadowing, and on-the- job training opportunities;
4. Occupational skills training, with priority given to programs leading to recognized postsecondary credentials aligned with in-demand industry sectors/occupations;
5. Education offered concurrently with workforce preparation and training for specific occupation or occupational cluster;
6. Leadership activities, including community service, peer-centered activities encouraging responsibility and other positive social/civic behaviors;
7. Supportive Services;

8. Adult Mentoring for at least twelve (12) months;
9. Follow-up Services for at least twelve (12) months after Exit;
10. Comprehensive Guidance and counseling;
11. Financial Literacy Education;
12. Entrepreneurial Skills Training;
13. Labor market and employment information about in-demand industry sectors;
14. Preparation for transition to postsecondary education/training.

NOTE: Prohibitions – Noninterference and non-replacement of regular academic requirement – The Riverside County WDB prohibits the use of WIOA funds to provide an activity for eligible youth who are not school dropouts if participation in the activity would interfere with or replace the regular academic requirement or the youth. (WIOA Section 129 (c)(6)(B); WIOA Section 129(a)(1))

f) Occupational Skills Training

The **Subrecipient may offer Occupational Skills Training** ("OST"). OST may be conducted in a classroom setting and curriculum is designed to meet the technical needs of the workplace. OST classes are categorized as training services under WIOA and OST providers are required to be on the Eligible Training Provider List ("ETPL") **or higher education provider.** OST provides WIOA Participants with the technical skills necessary to perform a specific job or group of jobs. The duration of OST activities varies based on many factors; however, the following considerations shall be applied to each Participant: WIOA services are intended to provide the Participant with the most efficient and cost-effective method for reaching educational/employment goals, with employment being the ultimate goal. WIOA services and the financial resources associated with WIOA are not intended to provide long-term training services such as a four-year, post-secondary education degree.

1. Individual Training Account ("ITA") Requirements:
    a) Training is approved & listed on the ETPL.
    b) Reasonable expectation of self-sufficient employment upon completion of training.
    c) The coursework can be completed in a reasonable time period.

d) The coursework is required for entry into a specific occupation.

e) There are no other viable options for services or training that will lead a Participant to self-sufficient employment.

f) The costs of training are feasible within the financial resources of the Subrecipient budget.

g) Support for Youth

1. Supportive services may only be provided to enrolled WIOA Youth Program Participants in accordance with the Riverside County Housing and Workforce Solutions-Workforce Development Division Policy Number 19-01. Website address for locating above referenced policies may be found under, N. General Provisions, 29 Applicable Websites.

2. Examples of approved Support Services:
   - Individual & Family Counseling
   - Access to Information and Referrals
   - Substance Abuse
   - Teen Pregnancy
   - Anti-Criminal/Gang Parenting Classes and Support
   - Transportation
   - Childcare Assistance
   - Tuition Assistance
   - Work-Related Clothing & Tool Follow-up Activities
   - Adult Mentoring

h) Incentives

Incentives may be awarded to WIOA Participants for achieving WIOA performance measure(s). It is not required to award all of them if attained; however, the Subrecipient is encouraged to make use of incentives to motivate youth towards successful outcomes, when funding permits. WIOA funds can also be used to reward Participants in recognition of achievement of milestones in programs tied to work experience, education or training. *NOTE: Federal funds* ***must not*** *be spent on entertainment, such as movie or sporting event tickets or gift cards to movie theaters or other venue whose sole purpose is entertainment.* In order to provide an incentive

to the Participant, Subrecipient must document the successful completion of the Participant's performance measurements and track the monetary incentive distribution. Incentives may be awarded in lump sums, per category, or through a combination of activities in each category. The amount awarded must not exceed the amount listed for each category in the table below with the maximum aggregate award not to exceed $400 per Participant. Please refer to Policy 19-01 for policy procedures.

i) Customer Satisfaction Survey

The Subrecipient shall implement a customer survey to measure youth satisfaction in the YOC. The Subrecipient shall upload their survey reports to youth data folder that can be found at:
https://rivcounty.sharepoint.com/sites/wodcXnt/SitePages/Youth%20Data.aspx
within fifteen (15) days of the end of each quarter for the program year. The data collected shall be used to improve services to youth in the Riverside County.

j) Follow-up Services

1. All youth Participants shall receive some form of follow-up services for at least twelve (12) months after the program closure/State Exit has been completed and confirmed. The twelve (12) month period shall begin the day after the State Exit date, and may continue beyond twelve (12) months at the discretion of Subrecipient. The types of services provided and the duration of services shall be based on the needs of the youth to ensure their success in employment and/or post-secondary education. The type and intensity of follow-up services may differ for each Participant, but shall include more than only a contact attempt made for securing documentation in order to report a performance outcome. Specifically, the goal of follow-up services for OSY (ages 16-24) is to ensure job retention, wage gains, and career progress for individuals who obtained unsubsidized employment as defined in the Participant's ISS. The goal of follow up services for ISY (16-21) is to enable the individual to continue lifelong learning and achieve a level of self-sufficiency, as defined in the Participant's ISS.

2. The Subrecipient shall develop a follow-up assessment tool to determine what type and amount of follow-up is needed. The tool shall include: work history, reasons youth have previously left jobs or dropped out, social skills, life skills crisis, stress management skills, attitude towards work or school and barriers to employment and/or school completion.

3. After the follow-up assessment, the Subrecipient shall develop a follow-up plan with the youth prior to exiting the program. The plan should include the following: retention or follow-up assessment, list of people and resources youth could use, goals to reach while in job and before quitting, goals to reach in school before graduation, plans for transportation, childcare and alternative contacts that include name, address, phone number, email address. The results shall be documented in case notes.

4. The Subrecipient's follow-up plan, while holding the Participant accountable for their actions, shall track the following areas:
   - Develop reminder system for sending out letters, or scheduling telephone contacts.
   - Be respectful of youth's work and home life.
   - Maintain high expectations and plenty of support.
   - Provide additional support, as necessary, which could include, counseling and supportive services.
   - The Subrecipient may include guiding principles (discussed below) during the follow-up period. The objective is to match follow-up services to the youth's characteristics, needs and personal situation. The Subrecipient shall consider age, needs, at-risk status, family, school, personal support system, and workplace hours. NOTE: Please refer to WIOA Youth Program Policies and Procedures Manual No. 19-01 for required follow up requirements and documentation.

5. The following are key operating principles for employment and education retention and career advancement:
   - Close mentoring relationship.
   - High expectations.

- Smooth transition: pre-placement activities placement follow-up activities.
- Meeting physical and emotional needs as well as vocational needs.
- Non-intrusive contact with employers.
- Access to better jobs.

6. Performance Standards

The County negotiates Performance Measurement Standards ("Performance Standards") with EDD to establish the County's WIOA program outcome metrics. Established Performance Standards are then effective for two years. The County correspondingly promulgates Performance Standards for WIOA program subrecipients that are equal to or more restrictive (at the County's sole discretion) than the Performance Standards promulgated by EDD for the County.

Fiscal year 2025/2026 Performance Standards for the Program, shown in the table below, are effective through June 30, 2026. Following completed negotiations between EDD and the County establishing fiscal year 2026/2027 Performance Standards, the County will correspondingly promulgate updated Performance Standards for the Subrecipient, which shall be memorialized and incorporated into a new Agreement or amendment to this Agreement.

The County shall utilize Management Information Systems ("MIS") reports, derived from the CalJOBS database to measure the Subrecipient's performance throughout the term of the Agreement. The Subrecipient shall maximize exit strategies to coincide with performance measurements. Should Subrecipient conceal or give the appearance of exits being withheld in the program year and carried over to the new program year as negatives to attain performance measurement in the current year, the Subrecipient shall undergo an evaluation to determine if a refund is due back to the County.

WIOA Performance Measure	Fiscal Year 2025/2026 Minimum Performance Standards	Description of Measure
Employment Rate at 2nd Quarter after Exit	76%	The percentage of Participants who are found to be employed OR enrolled in secondary education, post-secondary education or occupational skills training during the second quarter after exit
Median Earnings at 2nd Quarter after Exit	$4,500	The median earnings of Participants who are in unsubsidized employment during the second quarter after program exit.
Employment Rate at 4th Quarter after Exit	75%	The percentage of Participants who are found to be employed OR enrolled in secondary education, post-secondary education or occupational skills training during the second quarter after exit
Credential Attainment	63%	The percentage of Participants who obtain a secondary school diploma, or its recognized equivalent, and who are either employed within 4 quarters after program exit or enrolled in a postsecondary program leading to a recognized postsecondary credential within one year (365 days) of program exit.
Measurable Skills Gain	85%	This indicator includes the number of Participants, who, during a FY, are in an education or training program that leads to a recognized postsecondary credential or employment, and who are achieving documented measurable skill gains.

7. **CalJOBS Database System**

All data required for the Program shall be recorded in CalJOBS. The Subrecipient shall be assigned logins, training and information on how to query program data. Data shall be validated according to documents uploaded via document imaging. Subrecipients shall enter data and Program components into CalJOBS. The Subrecipient shall use WIOA Youth Application Form 448-50. CalJOBS will require a secondary review (known as certification review) to be completed by the Subrecipient. Subrecipient shall assign a knowledgeable staff to review WIOA **eligibility, ISS's**, case notes and certify that they have completed these elements in CalJOBS. The Subrecipient shall enter data enrollment activities into CalJOBS. A list of acceptable activity codes shall be provided to the Subrecipient by the County that coincide with CalJOBS codes. All attainments of degree or recognized postsecondary credential, GED/HS Diploma credentials, entered employment, post-secondary education exits and follow-up, **shall be submitted to the County's Management Information System** ("MIS") unit.

Subrecipients shall scan all required documents and forms into CalJOBS. This will allow for remote access of information and reduce unnecessary delivery of paperwork to the WDD for data entry.

For exclusion closures or exits email requests to YOCInbox@rivco.org

Exhibit 2: Monthly Enrollment Plan

(Behind This Page)

Exhibit 2 – FY2025-2026 Monthly Enrollment Plan

(For the period: October 1, 2025 - June 30, 2026)

Total FY 25/26 Carried in	Total FY 25/26 Enrollments
ISY 0	ISY 30
OSY 0	OSY 45
TOTAL 0	TOTAL 75

Monthly		
	New OSY Enrollments (60%)	New ISY Enrollments (40%)
July		
August		
September		
October	4	3
November	5	4
December	8	3
January	10	6
February	10	7
March	8	7
April		
May		
June		
SUBTOTAL	**45**	**30**
TOTAL	**75**	

Exhibit 3: Program Budget Table and Cost Allocation Plan

(Behind This Page)

Exhibit 3: FY2025/2026 Program Budget Table and Cost Allocation Plan

(For the period: October 1, 2025 – June 30, 2026)

LINE ITEM	AMOUNT
Section A – Participant Wages/Benefits	
1. Participant Wages (Work Experience or Limited Internships)	$ 94,644
2. Participant Fringe Benefits	$ 12,919
SUBTOTAL	$ 107,563
Section B – Staff Cost	
1. Staff Wages and Salaries	$ 343,368
2. Employer's Cost of Staff Benefits	$ 81,207
SUBTOTAL	$ 424,575
Section C – Other Program Expenses	
1. Travel Costs	$ 1,500
2. Program Expenses	$ 73,420
3. Other Expenses	$ 5,450
4. Vendor Service Contracts	$ 89,000
5. Indirect Cost Rate (5.20%)	$ 38,492
SUBTOTAL	$ 207,862
TOTAL	**$ 740,000.00**

Changes to the program budget amounts and changes to allocations within budget table must be approved in writing by the County via an amendment as stated in Section G.11 of this Agreement.

The detailed Program Budget Sections and Cost Allocation Plan are on file with the County for reference.

PROGRAM LINE ITEM BUDGET FORM

WIOA YOUTH PROGRAM SERVICES

(For the period: October 1, 2025 - June 30, 2026)

BUDGET STATEMENT	
SECTION A – PARTICIPANT/EMPLOYER COSTS	
1. Participant Wages (work experience or limited internships)(90)	
Number of ISY slots	
General Number of slots 1 2 x $ 16.50/hr. x 21.4 hours/week x Approx 5 weeks = $21,186	
Number of OSY slots	
General Number of slots 4 2 x $16.50/hr. x 21.2 hours/week x Approx 5 weeks = $73,458	
TOTAL PARTICIPANT WAGES	$94,644
2. Participant Fringe Benefits (work experience or limited internships)	
FICA and Medicare Contribution: $ 9 4 , 6 4 4 x $ 8.65% = $8,186.71	
Workers Compensation Insurance $ 94,644 x 5% = $4,732.20	$12,919
GRAND TOTAL PARTICIPANT WAGES AND FRINGE BENEFITS	**$107,563**

Program Line Item Budget Form

WIOA YOUTH PROGRAM SERVICES

(For the period: October 1, 2025– June 30, 2026)

SECTION B – STAFF COST				
Staff Position & Name of Staff	**Number in Position**	**Yearly Salary Rate (a)**	**% Time Spent on WIOA (b)**	**TOTAL WIOA COST (a x b)**
Program Manager	1	$54,378	100%	$54,378
Coordinator	1	$51,003	100%	$51,003
CSS	1	$54,378	100%	$54,378
CSS	1	$54,378	100%	$54,378
CSS/BSS	1	$54,378	100%	$54,378
Intake Specialist	1	$54,378	100%	$54,378
AP Specialist	1	$47,997	20%	$9,599.40
Staff Accountant	1	$54,378	20%	$10,875.60
SUBTOTAL: STAFF SALARIES				$343,368
Employer's Cost of Staff Benefits				
Benefits (Describe)		**Rate**	**Salaries**	**Total**
FICA		7.65%	$343,368	$26,267.65
Unemployment Insurance		2%	$343,368	$6,867.36
Workers Compensation Insurance		8%	$343,368	$27,469.44
Medical		5%	$343,368	$17,168.40
401 (k)		1%	$343,368	$3,433.68
SUBTOTAL: STAFF BENEFITS				$81,207
SUBTOTAL: STAFF SALARIES				$343,368
TOTAL: STAFF SALARIES & BENEFITS				$424,575

NOTE: For staff salaries and other contract expenses that are supported by more than one project fund, the Contractor must develop a Cost Allocation Plan for those charges. This plan must be submitted with the proposal and must be updated as budget changes occur. This plan must be on file and available at all times for audit and monitoring.

Program Line Item Budget Form

WIOA YOUTH PROGRAM SERVICES

(For the period: October 1, 2025– June 30, 2026)

SECTION-C - OTHER PROGRAM EXPENSES				
1. TRAVEL COST (s)				
	Rate per Mile	Miles per Week	Number of Weeks	TOTAL WIOA COST
1a. YOC Employee's	70 cents	55	39	$1,500
1b. Other Vehicle Costs				N/A
Vehicle Costs: Lease/Rental/Mileage				$0.00
SUBTOTAL TRAVEL (Total 1a. & 1b.)				$1,500
2. Equipment (computer hardware/software included here*) – IT Allocations				$14,375
3. Consumable Supplies/Training Materials/Advertisement (Print/Reproduction costs)				$1,500
4. Maintenance Repairs (include equipment repairs)/Janitorial				$0.00
5. Rent: 998 sq. ft. x $2.03 sq. ft./month x 9 months = $2,025.94				$18,233.46
6. Utilities (telephone, gas, electricity, water)				$5,500
7. Insurance (bonding, liability, building, automobile)/Audit Fee(s)				8,200
8. Youth Incentive/Bonus Payments				$0.00
9. Furniture (purchase/rent/lease)				$0.00
10. Support Services				$25,612
11. Other Expense (specify): (Advertising/Marketing $500), (Tech & Comm $2,500), (Accounting Fees Single Audit $2,450),				$5,450
12. Vendor Service Contracts: Training				$89,000
SUBTOTAL (#2-#12)				$167,870
TOTAL OTHER PROGRAM EXPENSES – (Section C Only)				$169,370
TOTAL PARTICIPANT/EMPLOYER COSTS – (Section A)				$107,563
TOTAL STAFF COSTS – (Section B)				$424,575
***TOTAL PROGRAM COSTS – (Total of Sections A+B+C)				$701,508
Indirect Cost Rate 5.20 % of total contract $740,000				$38,492
TOTAL PROGRAM COSTS				

NOTE : If you purchase equipment, you must complete the Budget Form for Program Equipment. If indirect cost rate is charged, you must submit cost rate letter from a cognizant federal agency. If you have an indirect cost rate, you cannot apply the rate to Section A, Participant Cost or Section C, Youth Incentive Bonus.

Program Line Item Budget Form

WIOA YOUTH PROGRAM SERVICES

(For the period: October 1, 2025 - June 30, 2026)

SECTION D - IN-KIND COSTS					
Staff Position & Name of Staff	**Number of Positions**	**Weekly Rate**	**Hours per Week**	**Number of Weeks**	**TOTAL COST**
Regional Director – Jessica Rodriguez (15%)	1	$685.89	10	39	$26,750
WCD Quality Assurance Performance Manager – Dianna Diossi (20%)	1	$488.15	10	39	$19,038
SUBTOTAL: STAFF BENEFITS					$45,788
Benefits (Describe):			**Rate %**	**Salaries**	
FICA			7.65%	$45,788	$3,502.78
UNEMPLOYMENT			2%	$45,788	$915.76
Workers Compensation			8%	$45,788	$3,663.04
Medical			5%	$45,788	$2,289.40
401 (K)			1%	$45,788	$457.88
SUBTOTAL: STAFF BENEFITS					
Other Expense:					
SUBTOTAL: OTHER EXPENSES					
TOTAL: STAFF SALARIES					$45,788
TOTAL: STAFF BENEFITS					$10,829
TOTAL: OTHER EXPENSE					$0.00
TOTAL: IN-KIND EXPENSE					$56,617

NOTE: For staff salaries and other contract expenses that are supported by more than one project fund, the Contractor must develop a Cost Allocation Plan for those charges. This plan must be submitted with the proposal and must be updated as budget changes occur. This plan must be on file and available at all times for audit and monitoring.

WORK-BASED LEARNING BUDGET FORM (WIOA Section 129 (c)(4)

(For the Period: October 1, 2025-June 30, 2026)

SECTION E – WORK-BASED LEARNING Budget Form				
YOUTH NAME	**PAID EXP.**	**UNPAID EXP.**	**TOTAL EARNINGS**	
Paid Work Experience	$107,563		$107,563	
				$107,563.00
Staff Costs Associated with Work-Based Learning				
Program Manager (100%)				$54,378
Coordinator (100%)				$51,003
CSS (100%)				$54,378
CSS (100%)				$54,378
CSS/BSS (100%)				$54,378
Intake Specialist (100%)				$54,378
Subtotal of Salaries Associated with Work-Based Learning				$322,893
Staff Benefits (FICA, Workers Compensation, Unemployment, Medical, 401(K)) (24.7549%)				$76,364
SUBTOTAL				$399,257
TOTAL PROGRAM BUDGET				$740,000
TOTAL PAID AND UNPAID WORK EXPERIENCE (NOT LESS THAN 25 % OF TOTAL PROGRAM BUDGET TO DATE (MONTHLY)				$506,820
TOTAL PROGRAM BUDGET MINUS 68.49% WORK EXPERIENCE				$233,180
TOTAL PROGRAM COSTS (Costs remaining after work-based learning/admin cost subtraction)				$233,180

NOTE 1: The work expenditure rate is calculated after subtracting funds spent on administrative costs.

Partnership Funding Allocation Table

WIOA Youth Program Services

(For the period: October 1, 2025 – June 30, 2026)

Partner Agency	Program Component/Activities	WIOA Funds Requested	In-kind Contributions
Goodwill Southern California	Leveraged philanthropic dollars to cover a % of staff salaries and fringe benefits		In-Kind $56,617
Future N Focus Inc/Dream Catcher	Supportive Services; Implementation of Dream Catcher curricula that supports comprehensive career development and mentoring for youth		In-kind
Boys and Girls Clubs of Greater Redlands-Riverside	Supportive Services, Leadership and Mentoring Services		In-Kind
Ed2go	Education/Training Partner; Online Education Courses through Mt San Jacinto College's Community Education program		In-Kind
GRID Alternatives Inland Empire	Employer Partner; Job Placement for Goodwill participant		In-Kind
Hope through Housing	Supportive Services; housing support for participants, participant referrals		In-Kind

Program Line Item Budget Form

WIOA YOUTH PROGRAM SERVICES

(For the period: October 1, 2025 - June 30, 2026)

Equipment Budget Form

DESCRIPTION OF ITEM	QUANTITY	PRICE EACH	TOTAL COST	METHOD OF ACQUISITION
Dell Pro 14 Plus PB 14250	6	$1,220.21	$7,321.26	Purchase
TOTAL			**$7,321.26**	**Purchase**

NOTE: RIVERSIDE COUNTY WDB must approve the equipment, prior to purchase, if the equipment price is greater or equal to $5,000. Following approval to purchase, a copy of the invoice and proof of payment are required as a part of this Agreement and will be tagged as WIOA property.

COST ALLOCATION PLAN

WIOA YOUTH PROGRAM SERVICES

(For the period: October 1, 2025 - June 30, 2026)

Agency Name: **Cost Category**	WIOA General Fund Indio							Total Cost
Program Manager	$54,378							$54,378
Coordinator	$51,003							$51,003
CSS	$54,378							$54,378
CSS	$54,378							$54,378
CSS/BSS	$54,378							$54,378
Intake Specialist	$54,378							$54,378
AP Specialist	$9,599.40							$9,599.40
Staff Accountant	$10,875.60							$10,875.60
Staff Benefits: FICA/Unemployment/Med/401(K)	$81,207							$81,207
PARTICIPANT WAGES/BENEFITS	$107,563							$107,563
LINE ITEM 1 (TRAVEL COSTS)	$1,500							$1,500
LINE ITEM 2 (Equipment)	$14,375							$14,375
LINE ITEM 3 (Consumable Supplies)	$1,500							$1,500
LINE ITEM 4 (Maintenance Repairs/Janitorial)	$0.00							$0.00
LINE ITEM 5 (Rent)	$18,233							$18,233
LINE ITEM 6 (Utilities)	$5,500							$5,500
INE ITEM 7 (Insurance/Audit Fees)	$8,200							$8,200
LINE ITEM 8 (Youth Incentive)	$0.00							$0.00
LINE ITEM 9 (Furniture)	$0.00							$0.00
LINE ITEM 10 (Support Services)	$25,612							$25,612
LINE ITEM 11 (Other) Includes Indirect	$43,942							$43,942
LINE ITEM 12 (VSC)	$89,000							$89,000

Program Line Item Budget Form

WIOA Youth Program Services

(For the period: October 1, 2025 - June 30, 2026)

BUDGET EXPENDITURE PLAN

		10/25	11/25	12/25	1/26	2/26	3/26	4/26	5/26	6/26
Projected OSY Costs	Monthly	$18,088.89	$18,088.89	$18,088.89	$18,088.89	$18,088.89	$18,088.89	$18,088.89	$18,088.89	$18,088.89
	Y-T-D	$18,088.89	$36,177.78	$54,266.67	$72,355.56	$90,444.45	$108,533.34	$126,622.23	$144,711.12	$162,800.00
Projected ISY Costs	Monthly	$64,133.33	$64,133.33	$64,133.33	$64,133.33	$64,133.33	$64,133.33	$64,133.33	$64,133.33	$64,133.33
	Y-T-D	$64,133.33	$128,266.66	$192,399.99	$256,533.32	$320,666.65	$384,799.98	$448,933.31	$513,066.64	$577,200.00
Total Program	Monthly	$82,222.22	$82,222.22	$82,222.22	$82,222.22	$82,222.22	$82,222.22	$82,222.22	$82,222.22	$82,222.22
	Y-T-D	$82,222.22	164,444.44	246,666.66	328,888.88	411,111.10	393,333.32	57555.54	657,777.76	$740,000

Exhibit 4: Business Associate Agreement

(Behind This Page)

HIPAA Business Associate Agreement

Addendum to Contract

Between the County of Riverside and Goodwill Industries of Southern California,

dba Goodwill Southern California

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of the Underlying Agreement between the County of Riverside ("County") and Contractor and shall be effective as of the date the Underlying Agreement approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.

A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.

(1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:

(a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

(b) The unauthorized person who used the PHI or to whom the disclosure was made;

(c) Whether the PHI was actually acquired or viewed; and

(d) The extent to which the risk to the PHI has been mitigated.

(2) Breach excludes:

(a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.

(b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.

(c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.

C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.

E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.

F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).

G. "Health care operations" has the meaning given such term in 45 CFR §164.501.

H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.

I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.

J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A and E.

K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.

L. "Required by law" has the meaning given such term in 45 CFR §164.103.

M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services ("HHS").

N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts A and C.

P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.

Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued under 42 USC §17932(h)(2).

2. **Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.**

A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:

1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,

2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:

a) The disclosure is required by law; or,

b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will disclose such PHI and/or ePHI that the person will:

i. Hold such PHI and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,

ii. Notify County of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,

3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,

4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or Security Rule and does not preclude timely payment and/or claims processing and receipt.

C. Notwithstanding other provisions in this Addendum or the Underlying Agreement, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

D. CONTRACTOR agrees and acknowledges that it acts as a qualified service organization, as defined by 42 C.F.R. § 2.11, with respect to the use and disclosure of PHI that also constitutes a "record" under the definitions in 42 C.F.R. § 2.11.

3. **Prohibited Uses and Disclosures.**

A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.

B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.

C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.

D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:

1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;

2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);

3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,

4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. **Obligations of County.**

A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.

C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.

D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.

E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. **Obligations of Contractor.** In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.

B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.

C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.

D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.

E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.

F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.

G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.

H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).

I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.

J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.

K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.

L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.

M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.

N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. **Access to PHI, Amendment and Disclosure Accounting.** Contractor agrees to:

A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.

B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:

1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.

2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit

County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.

3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;

B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;

C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;

D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;

E. Ensure compliance with the Security Rule by Contractor's workforce;

F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;

G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,

H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).

2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:

a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;

b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.

E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.

F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.

G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).

1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.

2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. **Hold Harmless/Indemnification.**

A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives 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 Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. 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, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

B. 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 choice, subject to the approval of County, which shall not be unreasonably withheld, 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 County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. 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.

C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.

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

E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. **Term.** This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. **Termination.**

A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:

1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.

2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.

3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. **Effect of Termination.**

1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.

2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. **General Provisions.**

A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.

B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.

C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.

D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.

E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.

F. **Interpretation of Addendum.**
   1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
   2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by email and to the address listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. Business Associate shall ensure all email notifications that contain PHI are encrypted before transmitting to Covered Entity. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer:	HIPAA Privacy Manager
COUNTY HIPAA Privacy Officer Email:	R.Compliance@ruhealth.org
County HIPAA Privacy Officer Address:	26520 Cactus Avenue, Moreno Valley, CA 92555
County HIPAA Privacy Officer Phone Number:	(951) 486-6459

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PY 25-26 WIOA YOC Agreement - Goodwill - Indio

Final Audit Report 2025-08-30

Created:	2025-08-27
By:	Jasmin Guerrero (JGuerrer@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAU0QIdVKXGHSQrqbQfMZaSM07MwEn3yLU

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Document created by Jasmin Guerrero (JGuerrer@rivco.org)
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2025-08-28 - 0:02:19 AM GMT- IP address: 70.133.182.169

Signer jmarquez@goodwillsocal.org entered name at signing as Jorge Marquez
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2025-08-30 - 2:32:33 PM GMT- IP address: 104.28.111.132

Signer pmcclenahan@goodwillsocal.org entered name at signing as Patrick McClenahan

2025-08-30 - 2:46:21 PM GMT- IP address: 47.229.12.243

Document e-signed by Patrick McClenahan (pmcclenahan@goodwillsocal.org)

Signature Date: 2025-08-30 - 2:46:23 PM GMT - Time Source: server- IP address: 47.229.12.243

Agreement completed.

2025-08-30 - 2:46:23 PM GMT

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