



CONTRACT NO. MA-012-22011500

FOR THE PROVISION OF

Title V SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

BETWEEN

COUNTY OF ORANGE

AND

SER-JOBS FOR PROGRESS, INC. - SAN JOAQUIN VALLEY

<b><u>CFDA#</u></b>	<b><u>FAIN#</u></b>	<b><u>PROGRAM/SERVICE TITLE</u></b>	<b><u>FUNDING AGENCY</u></b>
17.235	Pending	Senior Community Service Employment Program	U.S. Dept. of Labor

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**ATTACHMENTS**

Attachment A - Scope of Services  
Attachment B - Payment/Compensation  
Attachment C - Budget Schedule  
Attachment D- Staffing Plan  
Attachment E - Performance Standards  
Attachment F – Federal Award Identification

**EXHIBITS**

Exhibit 1 – Drug Free Workplace Certification  
Exhibit 2 – Debarment and Suspension Certificate  
Exhibit 3 – Certification Regarding Lobbying  
Exhibit 4 – Disclosure Form to Report Lobbying  
Exhibit 5 – OC Community Resources Contract Reimbursement Policy

Contract No. MA-012-22011500  
 with  
 SER-Jobs for Progress, Inc. - San Joaquin Valley  
 for  
 Title V Senior Community Service Employment Program (SCSEP) Services

This Contract No. MA-012-22011500 for Title V Senior Community Service Employment Program (SCSEP) Services (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County" and SER-Jobs for Progress, Inc. - San Joaquin Valley, D-U-N-S No. 047902197, a California non-profit corporation, with a place of business at 255 N. Fulton Street, Suite 106, Fresno, CA 93701-1600 (hereinafter referred to as "Subrecipient"), with County and Subrecipient sometimes referred to as "Party" or collectively as "Parties".

### **ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Services  
 Attachment B – Payment/Compensation  
 Attachment C – Budget Schedule  
 Attachment D- Staffing Plan  
 Attachment E - Performance Standards  
 Attachment F – Federal Award Identification  
 Exhibit 1 – Drug Free Workplace Certification  
 Exhibit 2 – Debarment and Suspension Certificate  
 Exhibit 3 – Certification Regarding Lobbying  
 Exhibit 4 – Disclosure Form to Report Lobbying  
 Exhibit 5 – OC Community Resources Contract Reimbursement Policy

### **RECITALS**

**WHEREAS**, Subrecipient and County are entering into this Contract for the Title V Senior Community Services Employment Program under a cost reimbursement Contract; and

**WHEREAS**, County solicited Contract for County of Orange Aging Program Services as set forth herein, and Subrecipient represented that it is qualified to provide the Title V Senior Community Services Employment Program to the County as further set forth herein; and

**WHEREAS**, Subrecipient agrees to provide the Title V Senior Community Services Employment Program Services to the County as further set forth in the Scope of Services, attached hereto as Attachment A; and

**WHEREAS**, County agrees to pay Subrecipient based on the schedule of fees set forth in Payment/Compensation, attached hereto as Attachment B; and

**WHEREAS**, Subrecipient agrees to manage allotted funding set forth in the Budget Schedule, attached hereto as Attachment C; and

**WHEREAS**, Subrecipient agrees to meet the Performance Standards requirements set forth in attached hereto as Attachment D; and

**WHEREAS**, the County Board of Supervisors has authorized the County Procurement Officer or Deputized designee to enter into a Contract for the Title V Senior Community Services Employment Program with the Subrecipient to carry out certain program services and activities for the Fiscal Year FY 2022-23.

**NOW, THEREFORE**, the Parties mutually agree as follows:

### **DEFINITIONS**

“Administrator” means the Executive Director, Orange County Office on Aging (“OoA” or “Office on Aging”), the designated Area Agency on Aging for Orange County, or designee thereof.

“Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)

“County’s Contract Administrator” means the Contract Manager who shall administer this Contract as is necessary or reasonable to comply with County policies.

“Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

“DUNS Number” A unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity.

“Information & Assistance (I&A)” means the function of the Office on Aging that refers older adults to appropriate service and assistance agencies in Orange County.

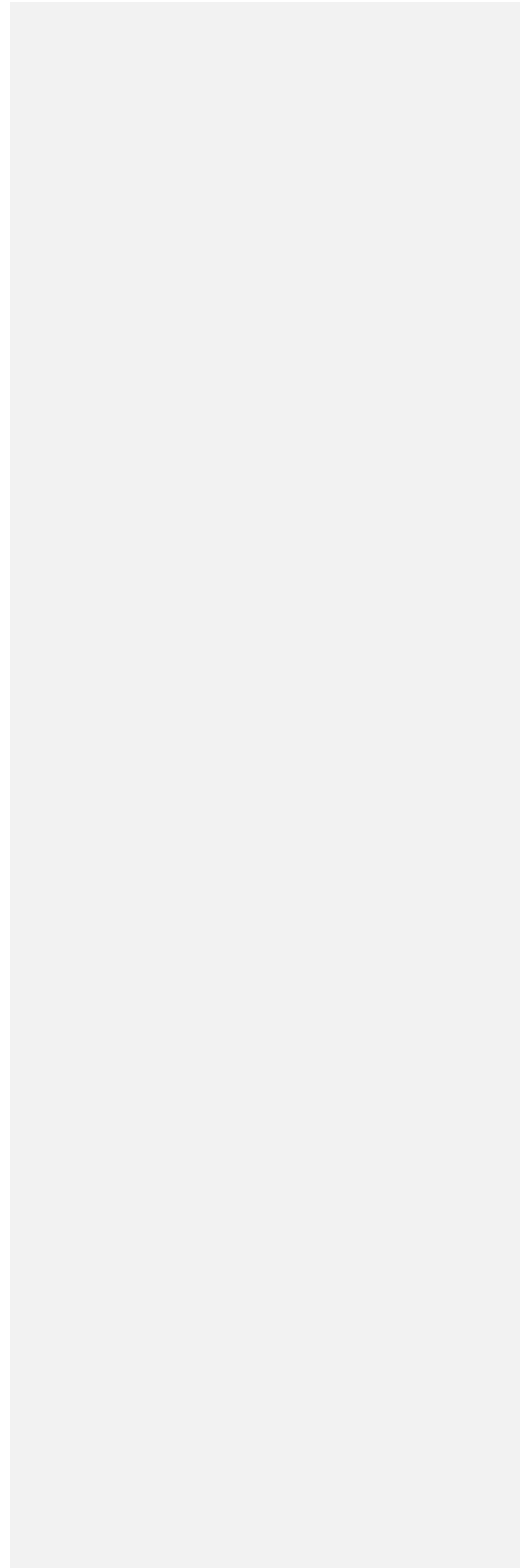
“Program Income” means revenue generated by the Subrecipient or the Subcontractor from contract-supported activities and may include voluntary contributions received from a participant or other party for services received, income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement, royalties received on patents and copyrights from contract-supported activities, or proceeds from the sale of goods created under a California Department of Aging (“CDA”) grant funds.

“Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

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“Recoverable cost” means the state and federal share of the questioned cost.

“Subcontractor” and “subcontractor” means any entity that furnishes to Subrecipient services or supplies related to this Contract.





## ARTICLES

### General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract, including the recitals which are incorporated herein by reference, contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Contract Administrator.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Intentionally left blank**
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Subrecipient's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Subrecipient expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Subrecipient's part to indemnify, defend and hold County and County Indemnitees as identified in Paragraph Z below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or

unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Subrecipient shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Subrecipient warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Subrecipient agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Subrecipient without the express written consent of County. Any attempt by Subrecipient to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Subrecipient agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Subrecipient acknowledges that a violation of this provision shall subject Subrecipient to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty, cost, expense or liability of any kind for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Subrecipient. Exercise by County of its right to terminate the Contract for cause or without cause shall relieve County of all further obligation, cost, expense or liability of any kind.
1. Termination for cause includes, among other things, the County's termination of the Contract in the event of:
    - i. A violation of the law or failure to comply in a timely manner with any condition of this Contract;
    - ii. Inadequate program performance;
    - iii. Failure to comply with reporting requirements;
    - iv. Evidence that Subrecipient is in such an unsatisfactory financial condition, as determined by County, as to endanger performance of this Contract, including the loss of other funding sources;
    - v. Delinquency in payment of taxes or the costs of performance of this Contract in the ordinary course of business;

- vi. Appointment of a trustee, receiver or liquidator for all or a substantial part of Subrecipient's property, or institution of bankruptcy, reorganization, arrangement of liquidation proceedings by or against Subrecipient;
- vii. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Subrecipient's assets or income;
- viii. Bankruptcy proceedings of Subrecipient;
- ix. Finding of debarment or suspension;
- x. Material change in Subrecipient's organizational structure;
- xi. Any breach of Contract; and
- xii. Any misrepresentation, or fraud on the part of the Subrecipient.

County may terminate this Contract and be relieved of the payment of any compensation to Subrecipient.

In the event of such termination, County may proceed with the work for which this Contract provides in any manner deemed proper by County. The cost to County of completing the work for which this Contract provides shall be deducted from any sums due Subrecipient under this Contract but Subrecipient shall not be relieved of liability. Notwithstanding the above, Subrecipient shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Contract by Subrecipient, and County may withhold any payments to Subrecipient until such time as the exact amount of damages due County from Subrecipient is determined.

- 2. Termination for convenience. County may terminate this Contract, without cause, upon thirty (30) days written notice to Subrecipient, except County may terminate this Contract for failure of any of the funding contingencies set forth in Paragraph BB, Contingency of Funds, upon ten (10) days written notice to Subrecipient.
- 3. Return of funds. Subrecipient agrees that upon expiration or notice of termination of this Contract or dissolution of Subrecipient's entity, Subrecipient shall, immediately upon written demand, return to County all funds paid to Subrecipient by County, which are not payable for goods or services delivered prior to the termination or expiration of this Contract or the dissolution of Subrecipient's entity.
- 4. Cancellation of commitments/termination claim. After receipt of notice of termination, Subrecipient shall cancel outstanding commitments required by this Contract.
  - i. With respect to the above-cancelled commitments, Subrecipient agrees to provide, within ten (10) days of a notice of termination, a plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitments. Such plan shall be subject to the approval of Administrator.
  - ii. Subrecipient shall submit a termination claim to Administrator promptly after receipt of a notice of termination, but in no event later than sixty (60) days from the effective date thereof unless an extension, in writing, is granted by Administrator.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the

other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

**M. Independent Subrecipient:** Subrecipient shall be considered an independent contractor and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County. Subrecipient will be responsible for any and all tax consequences of receiving grant funds including, but not limited to, issuance of a Form 1099 by the County.

**N. Performance Warranty:** Subrecipient shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Subrecipient shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Subrecipient under this Contract. Subrecipient shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Subrecipient shall be fully responsible for all work performed by subcontractors.

**O. Insurance Requirements:**

Prior to the provision of services under this Contract, the Subrecipient agrees to purchase all required insurance at Subrecipient's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Subrecipient agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Subrecipient pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Subrecipient.

Subrecipient shall ensure that all subcontractors performing work on behalf of Subrecipient pursuant to this Contract shall be covered under Subrecipient's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Subrecipient. Subrecipient shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Subrecipient under this Contract. It is the obligation of Subrecipient to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Subrecipient through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Subrecipient's current audited financial report. If Subrecipient's SIR is approved, Subrecipient, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Subrecipient's, its agents, employee's or

subcontractor's performance of this Contract, Subrecipient shall defend the County at its sole cost and expense with counsel approved by Board of supervisors against same; and

- 2) Subrecipient's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Subrecipient's SIR provision shall be interpreted as though the Subrecipient was an insurer and the County was the insured.

If the Subrecipient fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

#### **Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Subrecipient shall provide the minimum limits and coverage as set forth below:

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence
Employee Dishonesty	\$100,000 per occurrence

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN Contract.***
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Subrecipient's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, agents and employees*** as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Subrecipient's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN Contract.***

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

Subrecipient shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Subrecipient's Professional Liability and Network Security & Privacy Liability are "Claims-Made" policy(ies), Subrecipient shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Subrecipient fails to provide the insurance certificates and endorsements within seven (7) days of notification by the Contract Administrator, award may be made to the next qualified vendor.

County expressly retains the right to require Subrecipient to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Subrecipient in writing of changes in the insurance requirements. If Subrecipient does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Subrecipient, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Subrecipient's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

P. **Changes:** Subrecipient shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interest:** Subrecipient agrees that if there is a change or transfer in ownership of Subrecipient's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Subrecipient's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Subrecipient has the duty to notify the County in writing of any change in the Subrecipient's status with respect to name changes that do not require an assignment of the Contract. The Subrecipient is also obligated to notify the County in writing if the Subrecipient becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Subrecipient's performance under the Contract, as well as any potential conflicts of

interest between Subrecipient and County that may arise prior to or during the period of Contract performance. While Subrecipient will be required to provide this information without prompting from the County any time there is a change in Subrecipient's name, conflict of interest or litigation status, Subrecipient must also provide an update to the County of its status in these areas whenever requested by the County.

The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Subrecipient, this obligation shall apply to the Subrecipient's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Subrecipient's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Subrecipient shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Subrecipient gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Subrecipient avails himself of any available remedies.
- S. **Confidentiality:** Subrecipient agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Subrecipient and Subrecipient's staff, agents and employees.
- T. **Compliance with Laws:** Subrecipient represents and warrants that services to be provided under this Contract shall fully comply, at Subrecipient's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Subrecipient acknowledges that County is relying on Subrecipient to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Subrecipient agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Intentionally left blank**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.



- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- Y. **Employee Eligibility Verification:** The Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Subrecipient shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Subrecipient shall retain all such documentation for all covered employees for the period prescribed by the law. The Subrecipient shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Subrecipient or the County or County Indemnitees, any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Subrecipient agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Subrecipient, its agents, employees, affiliates or subcontractors, pursuant to this Contract. If judgment is entered against Subrecipient and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Subrecipient and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Subrecipient agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Subrecipient for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Subrecipient's records before final payment is made.

Subrecipient agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Subrecipient agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Subrecipient agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Subrecipient cease to exist as a legal entity, the Subrecipient's records pertaining to this Contract shall be forwarded to the County's Project Manager.

**BB. Contingency of Funds:** Subrecipient acknowledges that funding or portions of funding for this Contract may be contingent upon State or Federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or Federal government to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may terminate upon ten (10) days written notice or modify this Contract without penalty.

**CC. Expenditure Limit:** The Subrecipient shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a written and approved change order to cover those costs has been issued. Board of Supervisor approval may be required.

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**Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure the Title V Senior Community Services Employment Program from Subrecipient as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment A.
2. **Term of Contract:** This Contract shall commence on July 1, 2022 and continue through June 30, 2023, unless otherwise terminated by the County.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for three (3) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors. The costs for any renewal periods shall be substantially similar to the initial term of the Contract and continue to be reasonable and necessary for all renewals. In connection with a possible renewal, the County shall have the right to consider Subrecipient's actual expenditures, the units of service, the current cost policy standards, and changes in program requirements, and Subrecipient shall, upon the County's request, promptly provide to the County all documentation related to such items.
4. **Contingency of Funds:**  
Subrecipient acknowledges that funding or portions of funding for this Contract may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to County; and inclusion of sufficient funding for the services hereunder in the Budget Schedule approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
5. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
6. **Maximum Obligation:** The total Maximum Obligation of County to the Subrecipient for the cost of services provided in accordance with this Contract is \$801,269, as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment C.
7. **Amendments – Changes/Extra Work:** The Subrecipient shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Subrecipient's concurrence, to make changes at any time without changing the scope or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Subrecipient's ability to deliver services, or the project schedule, the Subrecipient will give County written notice no later than ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Subrecipient was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors.

Nothing herein shall prohibit the Subrecipient from proceeding with the work as originally set forth or as previously amended in this Contract.

**8. Cooperative Agreement:**

The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Subrecipient shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract, a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Subrecipient is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Subrecipient shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

**9. Breach of Contract:** The failure of the Subrecipient to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a) Terminate the Contract immediately, pursuant to Paragraph K herein;
- b) Afford the Subrecipient written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
- c) Discontinue payment to the Subrecipient for and during the period in which the Subrecipient is in breach; and
- d) Offset against any monies billed by the Subrecipient but yet unpaid by the County those monies disallowed pursuant to the above.

**10. Conditions Affecting Work:** The Subrecipient shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Subrecipient to do so will not relieve Subrecipient from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

11. **Conflict of Interest – Subrecipient’s Personnel:** The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Subrecipient; the Subrecipient’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Subrecipient’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

The Subrecipient shall not use moneys provided under this Contract to pay or reimburse any staff person of Subrecipient or any consultant to Subrecipient, if such staff person or consultant is a member of the Board of Directors, or other official governing body, of Subrecipient. Subrecipient shall further be subject to the full texts of local, State and federal conflict of interest statutes applicable to this Contract.

12. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Subrecipient shall not, during the period of this Contract, employ any County employee for any purpose.
13. **Service Contract – Follow-On Work:** No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.
14. **Project Manager, County:** The County shall appoint a Project Manager to act as liaison between the County and the Subrecipient during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Subrecipient.
15. **Subrecipient’s Project Manager and Key Personnel:** Subrecipient shall appoint a Project Manager to direct the Subrecipient’s efforts in fulfilling Subrecipient’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

The Subrecipient’s Project Manager, in consultation and agreement with the County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County’s Project Manager, in consultation and agreement with the Director, shall have the right to require the removal and replacement of the Subrecipient’s Project Manager from providing services to the County under this Contract. The County’s Project Manager shall notify the Subrecipient in writing of such action. The Subrecipient shall accomplish the removal within five (5) business days after written notice by the County’s Project Manager. The County’s Project Manager shall review and approve the appointment of the replacement for the Subrecipient’s Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Subrecipient’s Project Manager from providing further services under the Contract.

**16. Subrecipient Personnel – Reference Checks:**

The Subrecipient warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Subrecipient's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

**17. Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Subrecipient in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Subrecipient after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

**A. Copyrights**

1. If any material funded by this Contract is subject to copyright, the State of California reserves the right to copyright such material and the Subrecipient agrees not to copyright such material, except as set forth in Paragraph 14(B) below.

2. The Subrecipient may request permission to copyright material by writing to the Director of Office on Aging. The Office on Aging will request permission from the Director of CDA. The County shall use commercially reasonable efforts to secure from the Director of CDA permission, or reason for denying permission to the County in writing within approximately sixty (60) days of receipt of the request, and will inform Subrecipient after receiving a decision from CDA.

3. If the material is copyrighted with the consent of CDA, the State of California reserves, and Subrecipient hereby grants to the State of California, a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author. Subrecipient also hereby grants to the County, a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

4. The Subrecipient certifies that it has appropriate systems and controls in place to ensure that State of California and/or County funds will not be used in the performance of this Contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

**B. Rights in Data**

1. The Subrecipient shall not publish or transfer any materials, as defined in Paragraph 14(B)(2) below, produced or resulting from activities supported by this Contract without the express written consent of the Director of Office on Aging. The County shall use commercially reasonable efforts to (1) respond; and (2) if appropriate, secure consent from the Director of CDA, or the reasons for denial, and any conditions under which it is given or denied, within sixty (60) days after the written request is received by County.

CDA and/or County may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Subrecipient from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Contract, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Contract. The term does not include financial reports, or cost analyses and similar information incidental to contract administration, or the exchange of that information between Area Agencies on Aging to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to other provisions of the Standard Agreement for Contract Number AP-1920-22 by and between the County and CDA, the State of California may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law.

18. **Licenses:** At its own expense, Subrecipient and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Subrecipient and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

**19. Disputes – Contract:**

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Subrecipient’s Project Manager and the County’s Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:
1. The Subrecipient shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
  2. The Subrecipient’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Subrecipient shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Subrecipient believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Subrecipient agrees to diligently proceed with the performance of this

Contract, including the delivery of goods and/or provision of services. The Subrecipient's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the Director. If the County fails to render a decision within 90 days after receipt of the Subrecipient's demand, it shall be deemed a final decision adverse to the Subrecipient's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Paragraph K herein.

20. **EDD Independent Subrecipient Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the State." The term is further defined by the California Employment Development Department to refer specifically to independent Subrecipients. An independent Subrecipient is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm).

21. **Emergency/Declared Disaster Requirements:**

In the event of an emergency or if Orange County is declared a disaster area by the County, State or Federal government, this Contract may be subjected to unusual usage. The Subrecipient shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Subrecipient shall apply to serving the County's needs regardless of the circumstances. If the Subrecipient is unable to supply the goods/services under the terms of the Contract, then the Subrecipient shall provide proof of such disruption and a copy of the invoice for the goods/services from the Subrecipient's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Subrecipient shall show both the emergency purchase order number and the Contract number.

22. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Subrecipient shall be complete and shall be carefully checked by the professional(s) identified by Subrecipient as Project Manager and key personnel attached hereto, prior to submission to the



County. Subrecipient agrees that County review is discretionary and Subrecipient shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Subrecipient's reports, files and other written documents, the reports, files or documents will be returned to Subrecipient for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Subrecipient after County approval thereof, County approval of Subrecipient's reports, files or documents shall not be used as a defense by Subrecipient in any action between the County and Subrecipient, and the reports, files or documents will be returned to Subrecipient for correction.

23. **Non-Supplantation of Funds:** Subrecipient shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Subrecipient shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Subrecipient agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.

24. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of County. County's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.

25. **Access and Records:**

A. County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Subrecipient's activities, books, documents and papers (including computer records and emails) and to records of Subrecipient's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Subrecipient shall insert this condition in each Contract between Subrecipient and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Subrecipient are kept. Subrecipient shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Subrecipient does not make the above referenced documents available within the County of Orange, California, Subrecipient agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.

B. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter for four (4) years after completion of an audit. Records which relate to: (1) complaints,

claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

- C. **Liability.** Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract.

26. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.

27. **Reports/Meetings:** The Subrecipient shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A. The County's Project Manager and the Subrecipient's Project Manager will meet on reasonable notice to discuss the Subrecipient's performance and progress under this contract. If requested, the Subrecipient's Project Manager and other project personnel shall attend all meetings. The Subrecipient shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

28. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Subrecipient without advance written consent of the County. Any attempt by the Subrecipient to subcontract any performance of this Contract without the advance written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Subrecipient is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Subrecipient and subcontractor and shall incorporate by reference the terms of this Contract. The Subrecipient shall select a subcontractor in accordance to Federal and/or State procurement standards. The County shall look to the Subrecipient for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange. Additional Subcontract expectations identified in Attachment A.

29. **Equal Employment Opportunity:** The Subrecipient shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding persons with disabilities persons, the Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to provide equal opportunity to disabled persons in employment or in advancement in employment or otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disabilities in all employment practices such as the following:

employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified disabled persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding persons with disabilities, Subrecipient agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

30. **Gratuities:** The Subrecipient warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Subrecipient or any agent or representative of the Subrecipient to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Subrecipient agreed to supply shall be borne and paid for by the Subrecipient. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
31. **Media Contact/News/Information Release:** The Subrecipient agrees that it will not contact the media/press, discuss this Contract or the related program with the media/press, or issue any news releases in connection with either the award of this Contract, any subsequent amendment of, or effort/performance under this Contract without first obtaining review and written approval of said media/press contact, discussion, and/or news release from the County through the County's Project Manager.
32. **Notices:** Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For County:

OC Community Resources  
Office on Aging  
Project Manager  
1300 S. Grand Ave. Bldg. B, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705-4407

OC Community Resources  
Contract Development and Management  
Contract Administrator  
601 N. Ross St., 6<sup>th</sup> Floor  
Santa Ana, CA 92701

For Subrecipient:

SER-Jobs for Progress, Inc. - San Joaquin Valley  
 Attn: Jesus Padron, President/CEO  
 255 N. Fulton Street, Suite 106  
 Fresno, CA 93701-1600

33. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Subrecipient. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Subrecipient without the express written consent of the County.
34. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
35. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Subrecipient may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Subrecipient. Upon termination County agrees to pay the Subrecipient for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
36. **Default – Re-Procurement Costs:** In case of Contract breach by Subrecipient, resulting in termination by the County, the County may procure the goods and/or Services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Subrecipient will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Subrecipient. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
37. **County Branding and Funding Source Identification Requirements:**
- Publicity, Literature, Advertisement and Social Media**
- A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases,

without County's prior written consent is expressly prohibited and Subrecipient agrees that it shall take no such action.

- B. Subrecipient may speak to the media/press, release statements, allow for video or photography related to this Contract only where all of the following conditions are satisfied:

1. Project Manager provides its written approval of (1) the oral, written, or other content; and (2) publication or other communication of the content/information at least five (5) days prior to Subrecipient publishing or communicating the content/information, unless a different timeframe for approval is agreed upon by the Project Manager;

Unless directed otherwise by Project Manager, the communication or statement will include an oral or written statement that the Contract and related program, wholly or in part, is funded through County, State/Federal government funds and identify the specific funding source(s) for the Contract and related program; and

All project publicity shall include the following statement: "This project is funded through a grant from the California Department of Aging, as allocated by the Orange County Board of Supervisors and administered by the Office on Aging."

2. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
  - a. any commercial product or service; and
  - b. any product or service provided by Subrecipient, unless approved in writing by Project Manager.
3. If Subrecipient uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Subrecipient shall develop social media policies and procedures and have them available to the Project Manager. Subrecipient shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <https://cio.ocgov.com/egovernment-policies>.
4. Subrecipient shall not create the false appearance, mistaken impression, or misrepresentation, through an omission or affirmative statement, that this Contract or the program related thereto is created by, funded by, or attributable to any entity, organization, or person other than the County (including its staff and officials) and the actual funding sources for this Contract, unless such information is accurate and complete.

#### **Products Developed In Whole Or In Part With Contract Funds**

- A. Products developed in whole or in part with Contract funds shall include the following language:

- i. This product was funded by a contract awarded by CDA and the U.S. Department of Labor's Employment and Training Administration.
- ii. The product was created by the Subrecipient and does not necessarily reflect the official position of CDA and the U.S. Department of Labor.
- iii. No guarantees, warranties or assurances of any kind, express or implied are made with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.

**Program Specific Terms and Conditions:**

**38. Debarment, Suspension, and Other Responsibility Matters:** Subrecipient shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit 2 and incorporated herein by this reference, and by so doing declares and certifies to the best of its knowledge and belief, that it and its subcontractors:

- i. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- ii. 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 destruction of records, making false statements, or receiving stolen property.
- iii. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (38)(ii) of this certification.
- iv. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

**39. Lobbying Certification:**

- A. Subrecipient shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit 3 and incorporated herein by this reference. Subrecipient shall complete and immediately forward to the County's Project Manager the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit 4 and incorporated herein by this reference, if Subrecipient, or any person, firm or corporation acting on Subrecipient's behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this Contract or funds to be received by Subrecipient pursuant to this Contract.
- B. Subrecipient agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
- C. Subrecipient shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).

40. **Fraud, Abuse and Criminal Conduct (TEGL 2-12):** Subrecipient shall immediately report to the Project Manager, in writing, all suspected, alleged, or known instances and facts concerning possible fraud, abuse or criminal activity by either Subrecipient or its Subcontractor(s) under this Contract. In addition, situations involving imminent health or safety concerns, or the imminent loss of funds exceeding an amount larger than \$50,000 (e.g. \$500,000), are considered emergencies and must immediately be reported to OoA by telephone and followed up with a written report, no later than one working day after the telephone report. No action will be taken against any complainant for disclosing information concerning criminal or improper activities or making a valid complaint to proper authorities. Complainants may remain anonymous.

Subrecipient shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County's Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.

Subrecipient shall maintain records, documents, or other evidence of fraud and abuse until otherwise notified by County.

41. **Fiscal Appropriations:** This Contract is subject to and contingent upon available local, state, and/or federal funds and applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated, without penalty to the County.

**42. Fiscal Accountability:**

- A. Subrecipient shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Subrecipient's system shall provide fiscal control and accounting procedures that will include the following:
  - 1. Information pertaining to sub-grant and Contract awards, obligations, unobligated balances, assets, expenditures, and income;
  - 2. Effective internal controls to safeguard assets and assure their proper use;
  - 3. A comparison of actual expenditures with budgeted amounts for each sub grant and Contract;
  - 4. Source documentation to support accounting records; and
  - 5. Proper charging of costs and cost allocation.
- B. Subrecipient's Records. Subrecipient's records shall be sufficient to:
  - 1. Permit preparation of required reports;
  - 2. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and

3. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation.

C. **Costs Charged.** Cost shall be charged to this Contract only in accordance with the applicable portions of Sections 465-471.5 of the California Business and Professions Code, Title 16, Chapter 36 of California Code of Regulations.

43. **Indirect Costs:** The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Subrecipient's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Subrecipients requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

Indirect costs exceeding the maximum ten percent (10%) may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Subrecipient must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414]

44. **Dissolution of Entity:** Subrecipient shall notify County immediately of any intention to discontinue its existence or bring an action for dissolution.

45. **Performance Standards:** Subrecipient shall comply with and adhere to the performance accountability standards and general program requirements defined in Attachment A and applicable regulations. Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, County shall have the right to unilaterally modify this Contract to meet such requirements.

A. **Accepted professional standards.** The performance of work and Services pursuant to this Contract by Subrecipient and its subcontractor's, if any, shall conform to accepted professional standards associated with all Services provided under this Contract. Subrecipient shall resolve all issues regarding the performance of Subrecipient and its subcontractor's, if any, under this Contract using good administrative practices and sound judgment. Subrecipient shall be accountable to County for the proper use of funds provided to Subrecipient pursuant to this Contract and for the performance of all work and Services pursuant to this Contract.

B. **Performance of Subrecipient.** Subrecipient agrees to meet the performance standards listed in Attachment E.



Administrator or Subrecipient may transfer units of Service from one unit of Service to another unit of Service in Attachment "A" as long as the basic goals and objectives of the program are not altered, and prior written agreement is obtained by Subrecipient from Administrator. Administrator in its sole discretion may increase units of Service in Attachment E as a result of a contingency cost increase. Administrator in its sole discretion may decrease units of service in Attachment E as a result of a contingency cost decrease. If, at the end of any third, sixth or ninth month, the reported units of service fall below 95% or above 110% of the contracted levels for Older Americans Act or Older Californians Act programs, County, in its sole discretion, may do any, or more than one, of the following:

- i. If Administrator determines that Subrecipient's failure to provide the required levels of Service poses an immediate risk to the health or safety of the older adult clients who should benefit from Services provided by Subrecipient, and that the most effective method of protecting the interests of the older adults is to obtain the Services described herein from another source, County may terminate this Contract immediately in accordance with Paragraph K hereof and pursue all available legal remedies for breach of this Contract, including, but not limited to, the return by Subrecipient of all funds paid by County to Subrecipient that were not expended in accordance with this Contract.
- ii. If Administrator determines that Subrecipient's failure to provide the required levels of service poses an immediate risk to the health or safety of the older adults who should benefit from services provided by Subrecipient, and that the most effective method of protecting the interests of the older adults is to require full performance by Subrecipient of its duties hereunder, County may seek such injunctive relief against Subrecipient as is appropriate and pursue all other available legal remedies for breach of this Contract, including, but not limited to, the return by Subrecipient of all funds paid by County to Subrecipient that were not expended in accordance with this Contract.
- iii. If the level of performance falls below the required levels for the California Department of Aging Standard Contract Terms and Conditions or 95% of the level(s) as specified in Attachment(s) A and E, Administrator may unilaterally reduce the funding available to Subrecipient under this Contract to reflect the level of service actually provided by Subrecipient, and may unilaterally make concomitant adjustments in the funding amounts set forth in the Budget Schedule Attachment C of this Contract.
- iv. Administrator may demand, and Subrecipient shall submit upon demand, a corrective action plan that shall include an analysis of the causes of the problem, specific actions to be taken to correct the problem, and a timetable for each such action. The corrective action plan is to be submitted to Administrator within ten (10) days of the request from County and implemented in the required time frame. If Subrecipient does not carry out the required corrective action within the designated time frame, County shall have the right, in its sole discretion, to take any, or more than one, of the following actions:
  - a. Terminate this Contract pursuant to Paragraph K hereof;
  - b. Discontinue program support until such time as Subrecipient complies with the corrective action plan;
  - c. Seek appropriate injunctive relief;

- d. Collect from Subrecipient all funds paid by County to Subrecipient that were not expended in accordance with this Contract;
- e. Collect from Subrecipient damages for breach of this Contract;
- f. Reduce the funding available to or hereunder; or
- g. Pursue any other available legal or equitable remedy against Subrecipient.

Within five (5) days of demand therefore, Subrecipient shall repay to County all funds paid by County to Subrecipient that were not expended in accordance with this Contract.

C. Reporting requirements

- i. Subrecipient will be required to submit records, statistical information, financial reports, and program information in electronic or paper format as required by the County of Orange OoA.
- ii. Subrecipient shall retain all collected data for the periods specified in Paragraph 46 of this Contract. County has the right to review this documentation at any time during normal business hours.
- iii. County reserves the right to withhold payment or to terminate this Contract for nonconformance with data collection and reporting requirements.
- iv. Subrecipient is required to collect and report program data to OoA, including if applicable, properly registering every client receiving services under this Contract, in compliance with the data reporting system required by the California Department of Aging.
- v. Data shall be collected by Subrecipient every time a service is delivered to a registered client. Data shall be reported to OoA monthly, or as designated by Administrator.
- vi. Subrecipient will also be required to submit to OoA other records, statistical information, financial reports, invoices, and program information in electronic or paper format by the 10th of every month unless otherwise authorized by Administrator.
- vii. If County-provided data collection equipment is provided; Subrecipient must maintain such equipment in a secure office environment.
- viii. Within 10 days of award of this Contract the Subrecipient must inform the OoA of the designated primary and one back-up staff member who will be responsible for "a" through "e" below. The Subrecipient must inform the OoA within 72 hours of any changes to this designation. New designee(s) will comply with systems training as designated by OoA.
  - a. Supervising the collection of, or collecting data from this program;
  - b. Compiling collected data and reconciling it to data collected;
  - c. Recording collected data in a format required by OoA, using an application required by OoA;
  - d. Distributing forms and reports to the responsible person and collecting completed forms; and
  - e. As required, completing all required OoA/CDA forms.
- ix. Computer Interface Capability: Subrecipient's computer must meet the minimum hardware/software requirements specified by the vendor that is contracted with the

OoA to provide the required CDA reporting data, if required by Administrator. Subrecipient must also maintain computer hardware/software that is able to send and receive email and attachments from Administrator.

- x. Failure to comply with any portion of the system requirements as herein described violates the instructions and specifications of the California Department of Aging Terms and Conditions as required by the State and County. County reserves the right to withhold payment or to terminate this Contract for nonconformance with data collection and reporting requirements.

#### 46. **Payments:**

Subrecipient agrees that any and all funds received under this Contract annually for each respective fiscal year shall be disbursed on or before June 30, 2023, and that any and all funds remaining as of June 30, 2023 annually, which have not been disbursed shall be returned by Subrecipient to County within thirty (30) days of the expiration or earlier termination of the Contract in accordance with Paragraph K of this Contract. No expense of Subrecipient will be reimbursed by County if incurred after June 30, 2023 of each fiscal year.

Upon the effective date of this Contract, County shall make payment to Subrecipient in accordance with the following payment schedule:

- A. Monthly Payments: Beginning August 1, 2022, upon receipt and approval by OC Community Resources – OC Community Services of Subrecipient's invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Subrecipient's invoice so long as the total payments under this Contract do not exceed the Contract maximum obligation.
- B. County Discretion: At the sole discretion of County, payments to Subrecipient may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Subrecipient.
- C. Invoices: Subrecipient shall provide monthly invoices by the 15<sup>th</sup> day following the month being reported. If the 15th falls on a weekend or holiday, the invoice/data report is due the next business day. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract and in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Subrecipient costs, incorporated herein by reference as Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation has been received and approved by the County.

If Subrecipient expenditures for any program referenced in this Contract fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this Contract, Subrecipient may be subject to a reduction in funding. No payments will be authorized if any preceding month's reports or invoices have not been received. Refer to Attachment B, Payment/Compensation for additional information.

- 47. **Budget Schedule:** Subrecipient agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as

Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth.

48. **Modification of Budget Schedule:** Upon written approval, County shall have the authority to transfer allocated program funds from one category of the overall program Budget to any other category of the overall Budget. No such transfer may be made without the express prior written approval of County. Subrecipients will be limited to three (3) adjustments per year. Each modification shall be submitted to the Contract Manager no later than 10 days after the end of the first three quarters as necessary. County initiated adjustments do not count towards the three allowed modification each year.

49. **Annual Audit:** Subrecipient shall arrange for an independent audit to be performed by a Certified Public Accountant, for funds received from County, in accordance with Audit Requirements detailed in Attachment A and which by this reference is incorporated herein and made a part hereof as if fully set forth.

**50. Audit Requirements:**

- A. Maintenance and retention. Subrecipient shall, at all times during the term of this Contract, maintain complete records (which shall include, but not be limited to, accounting records, grants, Contracts, agreements, letters of agreement, insurance documentation, memoranda and/or letters of understanding and client records) of its activities and expenditures hereunder in a form satisfactory to the State and County. All such records must be maintained and kept available by Subrecipient as follows:
  - i. Until three (3) years after final payment under this Contract, or until an audit has occurred and an audit resolution has been reached, whichever is later, unless otherwise authorized in writing by County; or
  - ii. For such longer period, if any, as is required by applicable statute, by any other Paragraph or Section of this Contract or by Paragraphs "B" or "C" below, or for such longer period as the State or County deem necessary.
- B. Termination of Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as set forth in this Paragraph "A" and "C".
- C. Litigation, claims, etc. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and kept available until three (3) years after every action has been cleared to the satisfaction of County and so stated in writing to Subrecipient.
- D. Accounting records. Unless otherwise agreed in writing by Administrator, Subrecipient shall maintain accounting records to account for all funds received under this Contract. Said records shall be separate from the records for any other funds administered by Subrecipient and shall be kept in accordance with generally accepted accounting principles and procedures. Said records must contain information pertaining to receipt of funds for the program(s) for which this Contract provides, authorization to expend said funds, obligations, unobligated balances, assets, liabilities, outlays or expenditures, program income, contributions, and third-party revenue. Said accounting records must be

supported by source documentation (such as cancelled checks, paid bills, payrolls, time and attendance records, Contract and subcontract award documents, etc.), and adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures under this Contract. If the allowability of expenditures cannot be determined because records or documentation of Subrecipient are nonexistent or inadequate according to generally accepted accounting principles and procedures, the expenditures will be questioned in the audit and may be disallowed during the audit resolution process.

- E. Financial reporting requirements. Grant funds shall be identified separately. The County requires Subrecipient to discretely identify State, federal and local grant funding in the Statement of Revenues and Expenditures. In addition, the amounts reported on the Schedule of Revenue and Expenditures shall be displayed by award year beginning July 1st and ending June 30th.
- F. Sub-contract provisions. Subrecipient shall place in all of its sub-contracts, if any, made pursuant to, and/or utilizing funds provided by, this Contract, provisions requiring the subcontractor: (1) to make available to County, State and federal officials all of its records with respect to the sub-contract at any time during normal business hours for the purpose of auditing, examining or making excerpts of such records and auditing all invoices, materials, payrolls, records of personnel and other data relating to all matters covered by the sub-contract; and (2) to retain books, documents, papers, records and other evidence pertinent to the sub-contract for the period of time specified in this Paragraph "A", "B", and "C" above.
- G. Audit.
  - i. If Subrecipient expends more than \$750,000 in federal funds during the term of this Contract, Subrecipient shall arrange for an audit to be performed, within one hundred fifty (150) days of the end of Subrecipient's fiscal year and in accordance with 2 CFR Part 200, Subpart F, "Audit Requirements of States, Local Governments, and Non-Profit Organizations," which is incorporated herein by reference. Furthermore, County retains the authority to require Subrecipient to submit a similarly prepared audit at Subrecipient's expense even in instances when Subrecipient's expenditure is less than \$750,000.
  - ii. Subrecipient shall take the following actions in connection with such audit:
    - a. Ensure that appropriate corrective action is taken to correct instances of noncompliance with federal laws and regulations. Corrective action shall be taken within six months after County receives Subrecipient's audit report;
    - b. Adjust its own records as necessitated by the audit;
    - c. Permit independent auditors to have access to its records and financial statements as is necessary for County or Subrecipient to comply with 2 CFR Part 200, Subpart F;
    - d. Submit two copies of its audit reports to County no later than 30 days after completion of the reports;
    - e. Procure audit services in accordance with 2 CFR Part, 215.40 (OMB Circular A-110) procurement standards and provide maximum opportunity for small and minority audit firms;

- f. Include in Contract(s) with auditor(s) provisions that the auditor(s) will comply with all applicable audit requirements;
  - g. Include in its Contract with independent auditors a clause permitting representatives of County or the State to have access to the work papers of the independent auditors;
  - h. Provide to County, the Bureau of State Audits, and their designated representatives, the right to review and to copy all audit reports and any supporting documentation pertaining to the performance of this Contract, and the option to perform audits and/or additional work as needed;
  - i. Cooperate with and participate in any further audits which may be required by County or the State;
  - j. Ensure that its audit addresses all issues contained in any federal OMB Compliance Supplement that applies to its program;
  - k. Ensure that the audit is performed in accordance with Generally Accepted Government Auditing Standards -2 CFR 200.514 and 45 CFR 75.514, is
  - l. performed by an independent auditor, and is organization-wide;
- iii. Ensure that the audit is all-inclusive, i.e., it includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs in accordance with 2 CFR 200.515 and 45 CFR 75.515; If total funds awarded under this Contract equal or exceed \$10,000, Subrecipient shall be subject to examination and audit, including interviews of its staff, by the County and State of California for a period of three (3) years after final payment under this Contract.
- H. Final financial statement. Within thirty (30) days after termination of this Contract, Subrecipient shall submit to Administrator a final financial statement detailing all program expenditures and all income received during the term of this Contract or include such a final financial statement with Subrecipient's final invoice and substantiating reports.

#### **51. Non-Discrimination and Compliance Provisions:**

- A. The Subrecipient shall comply with all state and federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Subrecipient shall comply with the following but not limited to:
- i. Equal Access to State-Funded Benefits, Programs and Activities: Subrecipient shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code §11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]
  - ii. California Civil Rights Laws: Subrecipient shall ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Contract.

The California Civil Rights Laws Certification ensures Subrecipient compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Subrecipient internal policies are not used in violation of California Civil Rights Laws.

- iii. Subrecipient's signature affixed hereon shall constitute a certification, under penalty of perjury under the laws of the State of California, that Subrecipient has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.
- iv. Subrecipient shall include the nondiscrimination and compliance provisions of this Paragraph 51 "A" in all sub-contracts to perform work under this Contract.

- B. Title VI of Civil Rights Act. Subrecipient hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80](P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which funds are made available under this Contract. Subrecipient hereby gives assurance that it will immediately take any measures necessary to effectuate this Contract.
- C. Title VII of Civil Rights Act. Subrecipient shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law No. 92-261), and with all applicable rules, regulations and orders promulgated pursuant thereto, as now in existence or as hereafter amended.
- D. Disability discrimination. Subrecipient shall comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and all requirements imposed by the applicable regulations and guidelines issued pursuant to those statutes, including 45 CFR, Part 84.
- E. Failure to comply. If Subrecipient fails to comply with the requirements of any Sub-Paragraphs of this Paragraph 51, Administrator may withhold payment to Subrecipient and/or terminate this Contract in accordance with Paragraph K.

52. **Standards of Work:** Subrecipient agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to accepted professional standards.

53. **Conflict of Interest:** Subrecipient shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the County and/or State determines that a conflict of interest exists, any increase in costs associated

with the conflict of interest may be disallowed by County and State and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom the Subrecipient's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

54. **Staffing:** Subrecipient shall maintain adequate staff to meet the Subrecipient's obligations under this Contract. Staff shall be available to the County and CDA for training and meetings which may be necessary from time to time.
55. **Drug Free Workplace:** Subrecipient shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit 1 and incorporated herein by this reference.
56. **D-U-N-S Number and Related Information:** D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity at <http://www.dnb.com>. The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

Subrecipient shall register its organization at <https://www.SAM.gov> and ensure its status is "active," and in good standings prior to execution of this Contract. Upon completion of the registration process at SAM.gov, Subrecipient will be assigned a Unique Entity Identifier number known as UEI (SAM). The UEI (SAM) number will be used by County to ensure that Subrecipient's registration status is current and remains active during the Contract term. Subrecipient shall obtain and provide its UEI (SAM) number to the County at the County's request and prior to the execution of this Contract provided the UEI (SAM) number is obtained by Subrecipient using reasonable effort using the UEI (SAM) system.

57. **Modification of Program Components and Service Levels:** The Parties hereto agree that those program components and service levels detailed in Attachments A, B, C, D, E and/or F may be modified upon mutual written agreement of the Director and Subrecipient so long as the total payments under this Contract are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of California modify any program component and/or service level detailed in Attachments A, B, C, D, E and/or F then the County shall have the right to unilaterally modify this Contract to meet such requirements.

- A. County may at any time, by written change order to Subrecipient, make changes within the general scope of this Contract, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions, and Contract term. Such change orders may be made when necessitated by changes in the Orange County Office on Aging operations or performance, the operations or performance of Subrecipient, or changes in applicable statutes, regulations or State of California or Federal mandates or directives.

Subrecipient and County shall make a good faith effort to reach agreement with respect to change orders, which affect the price of services under the Contract. Subrecipient's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to this



Contract. Notwithstanding the foregoing, the price of services under this Contract shall not be increased except by written modification of this Contract indicating the new services and price of this Contract if applicable. Until the Parties reach agreement, Subrecipient shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this Contract.

- B. Subrecipient may request changes in the scope of performance or services under this Contract, by submitting a written request to Project Manager describing the request and its impact on the Scope of Services and Budget Schedule. Project Manager will review the request and respond in writing within ten (10) business days. Project Manager's decision whether to approve the request or request Board of Supervisors' approval shall be final. County's Contract Administrator may approve a request that meets all of the following criteria:
- i. It does not materially change the terms of this Contract, and
  - ii. It is supported by adequate consideration to County.

Board of Supervisors' action is necessary to approve a request from Subrecipient that does not satisfy all of the criteria listed above.

58. **Complaint Resolution Process and Grievance Procedures for Participants:** Subrecipient shall comply with grievance procedures, as defined by the program's funding stream. Subrecipient shall advise participants of their right to file complaints and of the procedures for resolution of complaints. Subrecipient shall follow program's procedures for handling complaints which is available from the County's Project Manager for alleging a violation of regulations, grants or other agreements. Any decision of the County, the State or the Federal government relating to the complaint shall be binding on Subrecipient.

Subrecipient shall post the entire Notice of the Grievance Procedure Process in a location that is commonly visible for program participants on its website and at its service location(s).

59. **Sectarian Activities:** Subrecipient certifies that this Contract does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, 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.
60. **Policies and Procedures:** Subrecipient shall monitor its program for compliance with the provisions of this Contract. Subrecipient shall also comply with all applicable parts of County's Policies and Procedures when applicable.
61. **Sweat-free Code of Conduct:** All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the Subrecipient from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or County, the Department of Industrial Relations, or the Department of Justice to determine the Subrecipient's compliance with the requirements under this paragraph.

62. **S.W.A.G:** The Subrecipient and its Subcontractor/Vendors shall comply with Governor's Executive Order dated 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

63. **Corporate Status:** All corporate Subrecipients shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue service. The corporate Subrecipient shall maintain the good status standing with the Secretary of State of California throughout the term of this Contract. Any change in corporate status or suspension shall be reported by Subrecipient immediately in writing to County's Project Manager. If Subrecipient fails to maintain good standing or has failed to be in good standing at the time of the effective date of this Contract, County, in addition to all remedies available under the law and this Contract, pursuant to Termination provision of this Contract, terminate this Contract for cause.

Subrecipient, by signing this Contract, does swear under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against 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 National Labor Relations Board.

**64. Compliance with Other Laws:**

- A. Laws related to Contract. Subrecipient and its subcontractors shall administer the program(s) funded by this Contract in accordance with this Contract, and with all applicable local, State and federal laws, regulations, directives, guidelines and/or manuals.
- B. Laws applicable to Subrecipient's operations. Subrecipient and its subcontractors shall comply with all federal, State and local laws and regulations pertinent to their operations, including, but not limited to all statutes, ordinances, regulations, directives, guidelines and/or manuals pertaining to discrimination, wages and hours of employment, occupational safety, fire, safety, health and sanitation regulations, directives, guidelines, and/or manuals related to this Contract and resolve all issues using good administrative practices and sound judgement. The Subrecipient and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.
- C. Federal environmental laws. If the amount of compensation Subrecipient shall receive under this Contract exceeds \$100,000, Subrecipient and its subcontractors shall comply with all applicable orders or requirements issued under the following laws:
  - i. Clean Air Act as amended (42 U.S.C. 7401)
  - ii. Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.)
  - iii. Environmental Protection Agency Regulations (40 CFR 29, Executive Order 11738).
  - iv. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]

v. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

- D. State Energy Plan. Subrecipient shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State Energy Plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stats. 871).
- E. Withholding. Subrecipient shall promptly forward payroll taxes, insurances and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.
- F. Elder abuse reporting. Subrecipient shall comply with all applicable requirements pertaining to the reporting of elder and dependent adult abuse, including Welfare and Institutions Code Section 15600 et. seq. Before permitting any of its employees, agents, officers, Subrecipients, subcontractors or volunteers to provide services supported by this Contract, Subrecipient shall deliver to them, and obtain their signatures on, the forms described in Welfare and Institutions Code Section 15659, describing the responsibility to report elder and dependent adult abuse. Subrecipient shall retain the originals of all such signed forms.
- G. Debarment.
  - i. Subrecipient shall not make any award or permit any award at any time to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in federal/State assistance programs.
  - ii. Subrecipient shall timely execute any and all amendments to this Contract or certificates or other required documentation relating to its subcontractors' debarment/suspension status.
- H. State and local environmental and land use laws.
  - i. Subrecipient shall comply with the California Environmental Quality Act (CEQA) and Section 65402 of the Government Code, as may be required by the land use agency of jurisdiction. Subrecipient further agrees to provide Administrator proof that Subrecipient has complied with, and maintains compliance with, all zoning regulations and that Subrecipient has obtained, and is maintaining in full force and effect, all necessary licenses, permits, certifications, and authorizations to operate said programs at each location, or as may otherwise be approved by Administrator.
  - ii. By signing this Contract, Subrecipient swears under penalty of perjury that Subrecipient is not:
    - a. in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
    - b. subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
    - c. finally determined to be in violation of provisions of federal law relating to air or water pollution.
- I. Failure to comply. If Subrecipient fails to comply with the requirements of any Sections of this Paragraph 61, Administrator may withhold payment to Subrecipient and/or terminate this Contract in accordance with Paragraph K.

65. **Focal Points:** Intentionally left blank.

66. **Covenant Against Contingent Fees:**

1. The Subrecipient warrants that no person or selling agency has been employed or retained to solicit this Contract. There has been no agreement to make commission payments in order to obtain this Contract.
2. For breach or violation of this warranty, the County shall have the right to terminate this Contract without liability or at its discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**Signature Page**

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby caused this Contract to be executed.

**\*SER-JOBS FOR PROGRESS, INC. - SAN JOAQUIN VALLEY**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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

\*For Subrecipients that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the secretary, any Assistant secretary, the Chief Financial Officer or an Assistant Treasurer.

For Subrecipients that are not corporations, the person who has authority to bind the Subrecipient to a contract, must sign on one of the lines above.

\*\*\*\*\*

**COUNTY OF ORANGE**

A Political Subdivision of the State of California

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Deputized Purchasing Agent  
OC Community Resources

**APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
DEPUTY COUNTY COUNSEL

## SCOPE OF SERVICES

### Title V Senior Community Service Employment Program (SCSEP)

~~The Scope of Services and General Program Requirements have been designed to provide the framework wherein the Subrecipient will provide services to participants.~~

#### 1. ~~Scope of Services~~Program Overview

~~The Title V/SCSEP is the only federally sponsored employment training program targeted specifically to low-income older individuals who want to enter or re-enter the workforce. Program participants receive work experience for a maximum time period of 48 months at local public or nonprofit agencies and are paid the higher of the federal, state, or local minimum wage while in community service assignments and other job training opportunities. The dual goals of the program are to promote useful opportunities in community service job training and to move Title V/SCSEP participants into unsubsidized employment, where appropriate. Subrecipient shall be responsible for providing SCSEP services countywide to unemployed, low-income older adults aged 55 and older who have poor employment prospects. Family income may not exceed 125 percent of the federal poverty guidelines. Priority must be given to individuals who are 65 years of age and older or: are veterans or qualified spouses, are homeless or at risk for homelessness, have a disability, have limited English proficiency or low literacy skills, reside in a rural area, have low employment prospects, have failed to find employment after utilizing services provided through the One Stop Delivery System, or have been incarcerated within the last 5 years or is under supervision following release from prison or jail within the last 5 years. Funds received by the Subrecipient shall be expended for the program specified within this Contract. Subrecipient shall not expend more funds than are set forth in the Budget Schedule for the program in this Contract. Subrecipient shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff and volunteers required for provision of the services described. Such staff and volunteers shall be qualified in accordance with all applicable statutes and regulations. Subrecipient shall provide the services described herein Attachment A with the consent of the participant being served. Subrecipient shall assure that all services funded under this Contract are coordinated with other appropriate services in the community and that services funded under this Contract do not constitute unnecessary duplications of services provided by other sources.~~

#### 2. General Requirements

Subrecipient agrees to comply, remain informed, and deliver services consistent with the provisions of the Title V of the Older Americans Act, Workforce Innovation and Opportunity Act (WIOA), the Orange County Office on Aging (OoA) policies, the Orange County Region Five-Year Strategic Plan, applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, the negotiated Memoranda of Understanding, federal and state governance documents, and/or any other appropriate statutes or requirements related to services provided within this Contract.

Where local policy has not been set, Subrecipient agrees to adhere to state or federal policy, as appropriate.

#### 3. Statutory Provisions

Subrecipient shall implement the services and perform this contract in accordance with the statutory provisions of Title V SCSEP and all applicable laws, and regulations including but not limited to:

- A. Workforce Innovation and Opportunity Act (WIOA) of 2014, Public Law 113-128
- B. Department of Labor, Employment and Training Administration, 20 CFR Parts 603,651,652, et al. WIOA Final Rule

- C. Department of Labor, Employment and Training Administration, 20 CFR Parts 676,677 and 678 WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule
- D. Information Bulletins, Directives and any other federal and/or state guidance documents pertaining to the WIOA.
- E. Policies and Procedures, action items, and directives issued by the OoA, or staff relevant to this Contract, specifically Reporting Policies and Procedures, Monitoring Guide Policy and Procedure, and Audit Requirements.
- F. State of California Welfare and Institutions Code Section 11200 et seq.
- G. Titles VI and VII of the Civil Rights Act of 1964.
- H. Second Chance Act of 2007 (H.R. 1593), Section 212.
- I. Older Americans Act (OAA) of 1965, as amended through Public Law 116-131, enacted March 25, 2020
- J. 42 U.S. Code 3056 Older American Community Service Employment Program
- K. 20 CFR Part 641; and 20 CFR Part 641 SCSEP: Final Rule, September 1, 2010.
- L. 20 CFR Part 641 SCSEP; Performance Accountability, Final Rule, August 29, 2018.
- M. 2 CFR Part 200, Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Final Rule.
- N. 2 CFR Part 2900, Uniform Administrative, Requirements, Cost Principles and Audit Requirements for Federal Awards Technical Amendments, Department of Labor (DOL).
- O. 20 CFR 678.400 through 20 CFR 678.510.
- P. Jobs for Veterans Act of 2002, Public Law 107-288. [38 U.S.C. 4215]
- Q. Age Discrimination in Employment Act of 1967, Public Law 90-202.
- R. California Healthy Workplaces/Healthy Families Act 2014.
- S. Age Discrimination Act of 1975. [42 U.S.C. 6101 to 6107]
- T. State of California Employment Development Department Directive WSD18-12
- U. Training and Employment Guidance Letter (TEGL 16-16)
- V. Other CDA PMs, laws, regulations, and guidance pertaining to Title V SCSEP posted on the CDA website.
- W. Any other subsequent TEGLs, memos, bulletins, or similar instructions issued during the term of this Contract by DOL.
- X. Privacy Act of 1974, as amended, 5 U.S.C. § 552a.

#### **4. Orange County Workforce Solutions AJCC**

The OC Workforce Solutions, formerly known as OC One-Stop Center, is a comprehensive AJCC comprised of a collaboration of organizations and agencies that are responsible for the administration of workforce development, education and training programs, social services and other human services programs and funding streams that provides assistance, services, and activities to job seekers, youth, dislocated workers, people with disabilities, veterans, and other community members facing barriers. The Business Solutions team supports local businesses with hiring and staffing solutions, customized training programs, business resources, layoff aversion, and outplacement assistance. OC Workforce Solutions works in partnership with the Orange County Board of Supervisors and the Orange County Workforce Development Board to help build a more competitive workforce and business community that is ready to fuel our region's economic vitality.

Subrecipient agrees to partner with and provide access to services provided by the mandated WIOA One-Stop partners as described in the Act, as well as any additional partners identified by the OoA or the Orange County Board of Supervisors.

Subrecipient shall provide SCSEP services at a comprehensive and/or specialized/affiliate AJCC in Orange County as a co-located partner of the Memorandum of Understanding under WIOA (20 CFR 678.400 and EDD Directive WSD18-12). The County reserves the right to select, modify and approve the location(s) as necessary to serve the best interests of the County. Subrecipient shall contribute to the infrastructure costs and operational

costs of the one-stop delivery system in proportion to usage and relative benefits received, as required in 20 CFR 678.700 and 678.760, 34 CFR 361.700 and 361.760, and 34 CFR 463.700 and 463.760.

## **5. Vision for the Orange County One-Stop Delivery System under WIOA**

WIOA is quality-focused, employer-driven, customer-centered, and tailored to meet the needs of regional economies. The OC Workforce Solutions is designed to increase access to, and opportunities for, the employment, education, training, and support services that individuals need to succeed in the labor market, particularly those with barriers to employment. It aligns workforce development, education, and economic development programs with regional economic development strategies to meet the needs of local and regional employers, and provide a comprehensive, accessible, and high-quality workforce development system. Subrecipient shall partner and provide access to services provided by the mandated WIOA One-Stop partners as described in the Act, as well as any additional partners identified by the OoA or the Orange County Board of Supervisors.

The SCSEP is a required partner in the local One-Stop delivery system under the WIOA (20 CFR 678.400). When acting in their capacity as WIOA partners, Subrecipient shall follow all applicable rules under WIOA and its regulations. As a partner of the delivery system, Subrecipient shall comply and adhere with all WIOA laws, directives, and mandates applicable to Title V SCSEP and the negotiated MOU. In addition to providing career services, Subrecipient must coordinate arrangements through the One-Stop delivery system to provide eligible and ineligible individuals with referrals to WIOA career and training services and access to other activities and programs carried out by other One-Stop partners. Subrecipient will use the designated referral method as described in the MOU and collaborate with partners within the AJCC to align services and maximize resources for the target population (EDD Directive WSD18-12).

## **6. Federal Award Identification-** See Attachment F attached to this Contract.

## **7. Subrecipient or Contractor**

In accordance with the requirements of 2 CFR 200.330 (Subrecipient and Contractor determinations) and for the purpose of this Contract, SER-Jobs for Progress, Inc. - San Joaquin Valley is determined to be a: Subrecipient.

## **I. COORDINATION**

### **A. General Overview**

The Orange County Office on Aging (OoA) has partnered with the Orange County Board of Supervisors to oversee the SCSEP program. OoA currently provides direct and subcontracted services for the aging population of Orange County.

To effectively promote and develop career pathways and sector strategies, it is vital that the WIOA core and One-Stop required partners work together to ensure a customer-centered approach to service delivery (TEGL 16-16). Subrecipient shall establish effective working relationships and collaboration with WIOA AJCC partners, cities, community organizations, employers, and other training programs to align resources and integrate the service delivery system.

Subrecipient shall serve as the service provider of the SCSEP program for the Orange County Office on Aging as outlined within this Attachment. Subrecipient shall provide a comprehensive, countywide menu of programs and services to low-income persons 55 years of age and older, who have poor employment prospects, and require assistance with employment training opportunities, retention, earnings, occupational skill attainment, and transitioning to unsubsidized employment to re-enter or remain in the workforce.

To comply with the requirements of this Contract, Subrecipient shall deliver workforce development services and training opportunities to the designated special population. Services that must be made



available to participants are outlined in Section III. Enhanced supportive services opportunities shall be funded and made available to dual-enrolled WIOA participants.

Subrecipient shall conform to all regulations and future policy guidance issuances by DOL, the State and OoA during the term of this Contract.

## **B. Service Delivery Area**

Services shall be offered Countywide. Subrecipient's service location(s): 7077 Orangewood Ave Ste 200, Garden Grove, CA 92841. If operating SCSEP at multiple locations, at least one location shall be at a comprehensive and/or specialize or affiliate AJCC within Orange County. The County reserves the right to select, modify, and approve the location(s) as necessary that serves in the best interest of the County.

## **II. SERVICE STANDARDS**

### **A. Hours of Operation and Schedules**

1. **Regular Hours of Operation:** Contracted service hours of operation shall be Monday through Friday, from ~~89~~:00 am to ~~56~~:00 pm, excluding County observed holidays.
2. The County reserves the right to set and modify hours of operation based on program demands that will most effectively serve the needs of its customers.
3. **Holiday Operation Schedules:** Subrecipient shall ensure that full-service delivery is available throughout the year with limited closures as detailed below for the following County-observed holidays. County holidays that fall on a Saturday will be observed on the preceding Friday.

County Holidays	
Independence Day	Christmas Day
Labor Day	New Year's Day
Columbus Day	Martin Luther King Jr. Day
Veteran's Day Observed	Lincoln's Day*
Thanksgiving Day	President's Day
Memorial Day	

**\*Title V/SCSEP regulations list fringe benefits as compensation for scheduled work hours during which a host agency is closed for a federal holiday. Subrecipient may observe the Lincoln's Day holiday and Day After Thanksgiving holiday; but shall not utilize contract funds for holiday pay to contract staff and participants for these two days.**

### **B. Funding Requirements**

If Subrecipient receives funds pursuant to this Contract for more than one program, the funds received by Subrecipient for each program shall be expended only for that program, and Subrecipient shall not expend more funds for any program than are set forth in the Attachment C, Budget Schedule(s) for that program.

Subrecipient shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff and volunteers required for provision of the services described. Such staff and volunteers shall be qualified in accordance with all applicable statutes and regulations. Subrecipient agrees to submit to Administrator, upon request, a list of persons, including employees, subcontractors and

volunteers, who are to provide such services, and any changes to said list, by name, title, professional degree, and experience.

Additional Services. Subrecipient also shall provide the following services to Older Individuals to whom it provides the services described herein in Attachment A with the consent of the Older Individual, or his or her representative, Subrecipient shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the Older Individual, or the household of the Older Individual, in imminent danger. Nothing in this paragraph shall be construed to limit Subrecipient's responsibilities for elder abuse reporting as set forth in this Contract.

Coordination of services. Subrecipient shall assure that all services funded under this Contract are coordinated with other appropriate services in the community and that services funded under this Contract do not constitute unnecessary duplications of services provided by other sources.

Coordination of resources. Subrecipient shall work collaboratively with County, particularly the Information and Assistance Program (I&A), to ensure that clients who may need any services available through Older Americans Act or Older Californians Act Programs are referred to I&A for assistance in accessing these services.

### **C. Records**

1. Subrecipient shall maintain true and accurate accounts, records, financial and statistical data, which shall correctly reflect the business transacted by Subrecipient in accordance with generally accepted accounting principles. This includes, but not limited to the following: financial statements, single audit report, general ledgers, summary worksheet identifying the results of performing an audit resolution of its subcontractors, Letters of AgreementContract, accounting records, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to OoA and CDA. All records pertaining to this Contract must be made available for inspection and audit by the County and/or State or its duly authorized agents, at any time during normal business hours. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County or until an audit has occurred and an audit resolution has been reached. Storage of records in another County will require written approval from the County. Subrecipient shall reimburse County for all costs and expenses incurred by County and/or the State and U. S. government resulting from travel to a location outside of the County to inspect the records.
2. Records Retention. All such records including confidential records, and evidence pertaining to all costs of Subrecipient related to this Contract shall be maintained and made available by the Subrecipient and kept at Subrecipient's office or place of business: 1) for the duration of this Contract and thereafter for three (3) years after completion of an audit and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch; 2) for such longer period, if any, as is required by applicable statute, by any other clause of this Contract, or by Paragraphs 1 and 3 of Article C, and 3) for such longer period as CDA deems necessary. Records which relate to: (1) complaints, claims, administrative proceedings, or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the three (3) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
3. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Paragraph 1 above. The Subrecipient shall ensure that any resource directories and all client records remain the property of

County upon termination of this Contract, and are returned to County or transferred to another subrecipient as instructed by OoA or CDA.

4. Liability. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of OoA and/or CDA and is so stated in writing to Subrecipient.
5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by OoA under this Contract. If the allowability of expenditures cannot be determined because records or documentation of the Subrecipient are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the monitoring and/or audit and may be disallowed by OoA and/or CDA during the monitoring and/or audit resolution process.
6. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Contract. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

#### **B.D. Expenditure of Funds**

1. Subrecipient shall expend all funds received hereunder in accordance with the Contract.
2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.
  - a) In State: Mileage/Per Diem (meals and incidentals)/Lodging – <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>
  - b) Out of State - <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting Subrecipient from paying any differences in costs, from funds other than those provided by this Contract, between CalHR rates and any rates Subrecipient is obligated to pay under other contractual ~~agreement~~ Contracts. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDA. [SCM 3.17.2.A(4)]

The County reserves the right to refuse payment to the Subrecipient or disallow costs for any expenditure, as determined by County and/or CDA to be out of compliance with this Contract, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

#### **E. Matching Contributions**

The Subrecipient shall provide the minimum matching contribution as set forth in Attachment C Budget Schedule. Subrecipient shall be financially responsible if they fail to meet the matching contributions requirement and compliance with that requirement will be determined by examining expenditures of SCSEP funds (20 CFR 641.876). The matching contributions must be met at the time that all SCSEP funds have been expended by the subrecipient or by the performance period end date.

Matching Contributions means local cash and/or in-kind contributions made by Subrecipient that qualify as match for the Contract funding.

1. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of Subrecipient.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

Any resources contributed to the program in addition to the minimum cost share funds will be considered leveraged resources. Subrecipient must identify intended sources of this non-Federal share in the Budget. Changes in the Contract Budget may result in changes to the minimum matching contribution requirement.

#### **F. Program Income**

1. Program Income is revenue generated by the Subrecipient from contract-supported activities and includes:
  - a) Voluntary contributions received from a participant or responsible party as a result of the service.
  - b) Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Contract.
  - c) Royalties received on patents and copyrights from contract supported activities.
  - d) Proceeds from the sale of items fabricated under a contract ~~agreement~~Contract.
2. Costs of generating program income may be deducted from gross income to determine program income earned, provided these costs are not charged to contract funds.
3. Program income must be expended prior to drawing down additional funds as required in [2 CFR 200.305(b)(5)] and [2 CFR 200.307(e)].
4. Program Income remaining at the end of the period of performance must be returned to OoA/CDA.
5. Program Income may not be used to meet the matching requirements of this Contract.

#### **G. Recipient Local Share**

Subrecipient must report all non-federal share of costs as recipient local share (match) in the budget and may be provided in cash, or in-kind, or a combination of the two. In-kind costs are the value of non-cash goods, such as host agency supervisor hours and services that directly benefit the program. Recipient Local Share (cash and/or in-kind) must be reported monthly, and shall be limited to:

1. Cash and/or in-kind contributions, if such contributions are used to meet program requirements.
2. Recipient Local Share (cash and/or in-kind) verifiable from the records of the Subrecipient.
3. Recipient Local Share used for allowable costs in accordance with the Code of Federal Regulations [2 CFR 200] and [2 CFR 2900].

4. On-the-Job Experience expenditures applied to wages and fringe benefits, other program costs, or administration, shall be identifiable in the Subrecipient's records.

#### **C.H. Financial Management Systems**

The Subrecipient shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302:

1. Financial Reporting.
2. Accounting Records.
3. Complete Disclosure.
4. Source Documentation.
5. Internal Control.
6. Budgetary Control.
7. Cash Management (written procedures).
8. Allowable Costs (written procedures).

#### **D.I. Budget and Budget Revision**

Subrecipient shall be reimbursed for reasonable, allowable, and allocable expenses only as itemized in the approved Budget. For budget revision, Subrecipient shall submit a budget modification request to OoA for any line-item budget transfer of funds.

The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Subrecipient's budget shall include, at a minimum, the following items when reimbursable under this [Agreement/Contract](#):

1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Contract.
2. Fringe Benefits.
3. Contractual Costs – subcontract and consultant cost detail.
4. Indirect Costs.
5. Rent - specify square footage and rate.
6. Supplies.
7. Equipment - detailed descriptions and unit costs.
8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
10. Other Costs - a detailed list and narrative of other operating expenses.

Subrecipient may charge expenditures associated with participant assessment, training, job development, counseling functions, etc. to the Program Other category in the Title V Budget.

Subrecipient shall also ensure that of the total federal funds expended, not less than seventy-nine percent (79%) shall be spent for Participant Wages and Fringe Benefits (PWFB). Participant wages are based on the higher of the federal, state, or local hourly minimum wage, and include orientation. Title V/SCSEP regulations list fringe benefits as the offer of an annual physical examination, workers compensation coverage, Federal Insurance Contributions Act (FICA), compensation for scheduled work hours during which a host agency is closed for a federal holiday, sick leave that is not part of an accumulated sick leave program, and other allowable training expenses.

The Subrecipient shall ensure that of the total federal funds, no more than eleven percent (11%) shall be spent on the Program Other category.

#### **~~E. Local Share (Match)~~**

~~Title V SCSEP requires a minimum 10 percent matching contributions of the total cost of activities carried out under the program. Such funds may be in the form of cash or in-kind contributions or a combination of the two. Any resources contributed to the program in addition to the minimum cost share funds will be considered leveraged resources. Subrecipient must identify intended sources of this non-Federal share in the Budget Narrative. Subrecipient shall be financially responsible if they fail to meet the matching contributions requirement and compliance with that requirement will be determined by examining expenditures of SCSEP funds (20 CFR 641.876). The matching contributions must be met at the time that all SCSEP funds have been expended by the subrecipient or by the performance period end date.~~

~~The Subrecipient shall provide the minimum matching contribution as set forth in Attachment C Budget Schedule. Changes in the Contract Budget may result in changes to the minimum matching contribution requirement.~~

~~Subrecipient must report all non-federal share of costs as recipient local share (match) in the Title V/SCSEP budget and may be provided in cash, or in-kind, or a combination of the two. In-kind costs are the value of non-cash goods, such as host agency supervisor hours and services that directly benefit the program. Recipient Local Share (cash and/or in-kind) must be reported monthly, and shall be limited to:~~

- ~~• Cash and/or in-kind contributions if such contributions are used to meet program requirements~~
- ~~• Recipient Local Share (cash or in-kind) verifiable from the records of the Subrecipient or subcontractor.~~
- ~~• Recipient Local Share used for allowable costs in accordance with the Code of Federal Regulations [2 CFR 200] and [2 CFR 2900].~~
- ~~• On the Job Experience expenditures applied to wages and fringe benefits, other program costs, or administration, shall be identifiable in the Subrecipient's records.~~

#### **~~F. J. Property~~**

1. Unless otherwise provided for in this Paragraph C, property refers to all assets used in operation of this Contract.

- a) Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc.
- b) Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

2. Property acquired under this contract, which meets any of the following criteria is subject to the reporting requirements:

- a) Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 for all equipment purchased after June 30, 2020 (desktop or laptop setup, is considered a unit, if purchased as a unit).
- b) All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook, computers, tablets, smartphones, and cellphones).
- a)c) All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives). Equipment/Property with per unit cost of \$5,000 or more, all computing devices regardless of cost (including but not limited to, workstations, servers,



~~laptops, personal digital assistants, notebook computers, tables, smartphones, and cellphones), and all portable electronic storage media regardless of cost (including but not limited to, thumb/flash drives and portable hard drives) requires justification from the Subrecipient and approval from OoA and CDA, and must be included in the budget submitted by the Subrecipient to OoA.~~

3. All computing and portable electronic storage media devices, regardless of cost, require detailed justification from Subrecipient and must be approved by OoA and CDA.

2.4. Equipment/Property with a per unit cost of \$5,000 or more requires detailed justification from the Subrecipient and must be approved by OoA, CDA, and DOL.

3.5. Additions, improvements, and betterments to assets meeting all of the conditions in Section B, above, must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

4.6. Intangibles are property, which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

5.7. Subrecipient shall keep track of property purchased with funds from this Contract and submit to County a Property Acquisition Form (CDA 9023), in electronic form, for all property furnished or purchased with funds awarded under the terms of this Contract, as instructed by County or CDA. Subrecipient shall certify their reported property inventory annually with the Closeout by completing the Program Inventory Certification (CDA 9024) to County unless otherwise directed by Administrator.

6.8. Subrecipient shall record, at a minimum, the following information when property is acquired:

- a) Date acquired
- b) Item description (include model number)
- c) CDA tag number
- d) Serial number (if applicable)
- e) Purchase cost or other basis of valuation
- f) Fund source

7.9. Subrecipient must submit a certification of all equipment/property purchased with program funds to OoA at the end of each fiscal year.

8.10. Disposal of Property:

- a) Prior to disposal of any property purchased with funds from this Contract or any predecessor Contract, Subrecipient must obtain approval from CDA for reportable property. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Subrecipient shall submit via email to County the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct County on disposition of the property, and County will notify Subrecipient. Once approval for disposal has been received from CDA, and the County has reported to CDA the Property Survey Report's

(STD 152) Certification of Disposition, the item(s) shall be removed from Subrecipient's inventory report.

- b) Subrecipient must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

~~9.11.~~ Any loss, damage, or theft of equipment shall be investigated, fully documented and the Subrecipient shall promptly notify OoA.

~~10.12.~~ The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by federal law or regulations or as otherwise agreed by the Parties.

~~11.13.~~ Subrecipient shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until Subrecipient has complied with all written instructions from County regarding the final disposition of the property.

~~12.14.~~ In the event of Subrecipient's dissolution or upon termination of this Contract, Subrecipient shall provide a final property inventory to County. The State reserves the right to require Subrecipient to transfer such property to another entity or to the State.

~~13.15.~~ To exercise the above right, no later than 120 days after termination of this Contract or notification of Subrecipient's dissolution, County will issue specific written disposition instructions to Subrecipient.

~~14.16.~~ Subrecipient shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, Subrecipient shall use it, if needed, and with written approval of County for other purposes in this order:

- a) Another CDA program providing the same or similar service
- b) Another CDA-funded program

~~15.17.~~ Subrecipient may share use of the property and equipment or allow use by other programs, upon written approval from County. As a condition of the approval, County may require reimbursement under this Contract for its use.

~~16.18.~~ Subrecipient and subcontractors shall not use equipment or supplies acquired under this Contract with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

~~17.19.~~ If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

## **G.K. Information Integrity and Security**

1. Information Assets. Subrecipient shall have in place operational policies, procedures, and practices to protect State information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance



Portability and Accountability Act (~~HIPPA~~HIPAA) (i.e., public, confidential, sensitive and/or personal information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, Section 5300 to 5365.3; Cal. Gov. Code § 11019.9; DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual. Information assets may be in hard copy or electronic format and may include (but are not limited to):

- ~~a) Information collected and/or accessed in the administration of the State programs and services.~~
- ~~a) Information stored in any media form, paper or electronic.~~Reports
- ~~b) Notes~~
- ~~c) Forms~~
- ~~d) Computer, laptops, cellphones, printers, scanners~~
- ~~e) Networks (LAN, WAN, WIFI) servers, switches, routers~~
- ~~f) Storage media, hard drives, flash drives, cloud storage~~
- ~~b)g) Data, applications, database~~

2. Encryption on Portable Computing Devices. Subrecipient is required to use 128-Bit encryption for PSCI data that is collected and stored under this Contract that is confidential, sensitive, and/or personal information including data ~~and~~ stored on ~~portable-all~~ computing devices (including, but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).
3. Disclosure.
  - a) Subrecipient shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.
  - b) Subrecipient shall protect from unauthorized disclosure, PSCI such as names and other identifying information, concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant.
  - c) "Personal Identifying information (PII)" shall include, but not be limited to name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voiceprint or a photograph.
  - d) Subrecipient shall not use PSCI in Section "iii" above for any purpose other than carrying out Subrecipient's obligations under this Contract. Subrecipient and its subcontractors are authorized to disclose and access identifying information for this purpose as required by County.
  - e) Subrecipient shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any PSCI obtained under the terms of this Contract to anyone other than County or CDA without prior written authorization from County or CDA. Subrecipient may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
  - f) Subrecipient may allow a participant to authorize the release of PSCI to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Subrecipient accept such blanket authorization from any participant.

4. CDA Privacy and Information Security Awareness Training. Subrecipient employees and volunteers handling PSCI must complete and comply with all requirements of the CDA Privacy and Information Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> ~~<https://aging.ca.gov/Information-security>~~ within thirty (30) days of the start date of the Contract/~~Agreement~~Contract, within thirty (30) days of the start date of any new employee or volunteer's employment and annually thereafter. Subrecipient must maintain certificates of completion on file and provide them to OoA and/or CDA upon request.
5. Health Insurance Portability and Accountability Act (HIPAA) and Personal, Sensitive and Confidential Information (PSCI). Subrecipient agrees to comply with the privacy and security requirements of HIPAA, (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI).
6. Security Incident Reporting. A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. Subrecipient must comply with CDA's security incident reporting procedures located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.
7. Security Breach Notifications. Notice must be given by the Subrecipient to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.
8. Software Maintenance. Subrecipient shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.
9. Electronic Backups. Subrecipient shall ensure that all electronic information is protected by performing regular backups of automated files and databases and ensure the availability of information assets for continued business. Subrecipient shall ensure that all data, files, and backup files are encrypted.

## **L. Copyrights and Rights in Data**

### **A. Copyrights**

1. If any material funded by this Contract is subject to copyright, the State of California reserves the right to copyright such material and the Subrecipient agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Subrecipient may request permission to copyright material by submitting the written request to OoA for Director of CDA's review and approval. Subrecipient shall receive response in writing granting permission or give reason for denying permission.
3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The Subrecipient certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

### **B. Rights in Data**

1. The Subrecipient shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Contract without the express written consent of the Director of Office on Aging. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within forty-five (45) days after the written request is received by OoA. OoA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Subrecipient from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Contract, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Contract. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Contract, the County and State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Contract.

#### **M. Access**

Subrecipient shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Subrecipient or subcontractor which are directly pertinent to this specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions.

#### **N. Evaluation and Monitoring**

1. Site inspection. Authorized County, State and federal representatives shall have the right to inspect work, program and service sites of Subrecipient during the term of this Contract at any time during normal business hours.
2. Evaluating, monitoring and assessing Subrecipient's performance. Authorized County, State and/or federal representatives shall have the right to monitor, assess and evaluate Subrecipient's administrative, fiscal and program performance pursuant to this Contract. Said monitoring, assessment and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, visits to participant worksites, and interviews of project staff and participants when applicable, inspection of food preparation sites.
3. Subrecipient cooperation. Subrecipient shall actively participate and cooperate with County, State and/or federal representatives in the monitoring, assessment and evaluation processes, including making any program, fiscal, and administrative staff available at the request of such representatives and/or during any scheduled process.
4. The Subrecipient shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.

5. The Subrecipient is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by OoA or CDA.
6. Failure to comply. Failure by Subrecipient to meet the conditions necessary for an evaluation will be sufficient grounds for County to withhold and/or delay reimbursement or to terminate this Contract.

## **O. Audit Requirements**

### **A. General**

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the Federal or State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Subrecipient and all subcontractors providing services under this Contract through on-site inspections, audits, and other applicable means the County determines necessary. In the event that OoA is informed of an audit by an outside federal or State government entity affecting the Subrecipient, OoA will provide timely notice to Subrecipient.
2. Subrecipient shall make available all reasonable information necessary to substantiate that expenditures under this Contract are allowable and allocable, including, but not limited to books, documents, papers, and records. Subrecipient shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
3. All ~~agreement~~Contracts entered into by Subrecipient and subcontractors with audit firms for purposes of conducting independent audits under this Contract shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
4. The Subrecipient shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

### **B. CDA Fiscal and Compliance Audits**

1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
  - a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)
  - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
  - c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)
  - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
  - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

### **C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)**

1. Subrecipient's Single Audit Reporting Requirements
  - a. Subrecipients that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

Orange County Office on Aging  
Attention: Monitoring and Compliance Unit  
1300 S. Grand Ave. Bldg. B- 2<sup>nd</sup> Floor  
Santa Ana, CA 92705

- b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
- c. For purposes of reporting, the Subrecipient shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.

For State contracts that do not have CFDA numbers, the Subrecipient shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

#### **P. Insurance**

- A. Prior to commencement of any work under this Contract, the Subrecipient shall provide for the term of this Contract, the following insurance:
  - 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the County in cases of higher than usual risks.
  - 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Contract.
  - 3. If applicable, or unless otherwise amended by future regulation, the Subrecipient and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
    - a. \$750,000 if seating capacity is under 8
    - b. \$1,500,000 if seating capacity is 8 – 15
    - c. \$5,000,000 if seating capacity is over 15
  - 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Subrecipient shall notify the County within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide the statement: “The County of Orange, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Contract.” Professional liability coverage is exempt from this requirement.
2. The County Of Orange, Office on Aging shall be named as the certificate holder and County of Orange Office on Aging’s address must be listed on the certificate.

- F. The insurance provided herein shall be in effect at all times during the term of this Contract. In the event the insurance coverage expires during the term of this Contract, the Subrecipient agrees to provide OoA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Contract term or for a period not less than one (1) year. In the event the Subrecipient fails to keep in effect at all times said insurance coverage, OoA may, in addition to any other remedies it may have, terminate this Contract.
- G. The Subrecipient shall require its subcontractors under this Contract, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker’s Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Subrecipient shall require all of its subcontractors to hold the Subrecipient harmless. The Subcontractor’s Certificate of Insurance for general and auto liability shall also name the Subrecipient, not the State, as the certificate holder and additional insured. The Subrecipient shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Contract number shall be submitted to OoA with this Contract.
- I. The Subrecipient shall be insured against liability for Worker’s Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Subrecipient affirms to comply with such provisions before commencing the performance of the work under this Contract. [Labor Code § 3700]

## **Q. Termination**

### **A. Termination Without Cause**

County may terminate performance of work under this Contract, in whole or in part, without cause, if County determines that a termination is in the County’s best interest. County may terminate the Contract upon ninety (90) days written notice to the Subrecipient. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by CDA, Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Subrecipient shall submit to County a Transition Plan as specified in this Contract. The parties agree that for the terminated portion of the Contract, the remainder of Contract shall be deemed to remain in effect and is not void.

### **B. Termination for Cause**

County may terminate, in whole or in part, for cause the performance of work under this Contract. County may terminate the Contract upon thirty (30) days written notice to the Subrecipient. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Subrecipient shall submit to County a Transition Plan as



specified in this Contract. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Contract shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Contract.
3. Inadequate performance or failure to make progress so as to endanger performance of this Contract.
4. Failure to comply with reporting requirements.
5. Evidence that the Subrecipient is in an unsatisfactory financial condition as determined by an audit of the Subrecipient or evidence of a financial condition that endangers performance of this Contract and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Contract in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Subrecipient's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Subrecipient.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Subrecipient's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension.
11. The Subrecipient's organizational structure has materially changed.
12. County determines that the Subrecipient may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Subrecipient may be subject to special conditions or restrictions.

#### C. Subrecipient's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by County, the Subrecipient shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Subrecipient shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Contract shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Subrecipient. The notice shall describe the action being taken by County, the reason for such action and, any conditions of the termination, including the date of termination.

E. Notice of Intent to Terminate by Subrecipient

In the event the Subrecipient no longer intends to provide services under this Contract, the Subrecipient shall give County Notice of Intent to Terminate. Such notice shall be given in writing to County at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Subrecipient does not have the authority to terminate the Contract. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Subrecipient shall submit a Transition Plan in accordance with Contract.

F. In the Event of a Termination Notice

County will present written notice to the Subrecipient of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

R. Procurement

1. Competitive process. Subrecipient acknowledges that the procurement of all supplies, services and equipment pursuant to, and utilizing funds provided by, this Contract involves the expenditure of public funds and that the use of a competitive process open to all interested competitors is necessary to maintain the public trust and to allow all interested persons to compete for business resulting from expenditure of said public funds.
2. Non-profit Subrecipient. If Subrecipient is a non-profit organization, Subrecipient shall comply with standards and guidelines provided in 45 C.F.R., Part 74, in procuring all supplies, equipment, construction and services pursuant to, and/or utilizing funds provided by, this Contract.
3. Local government Subrecipient. If Subrecipient is a local government, Subrecipient shall comply with the directives applicable to procurement by subgrantees set forth in 45 C.F.R. Part 92.36 in procuring all supplies, services and equipment pursuant to, and/or utilizing funds provided by, this Contract.
4. Deviation. Should Subrecipient wish to deviate from the requirements of this Paragraph F or wish to issue a sub-contract to other than the lowest bidder or competitor, Subrecipient shall submit written justification therefore to Administrator for approval or denial and shall withhold any further action until receipt of written notice of Administrator's approval of said request. The decision of Administrator shall be final.

H.S. General Staffing Requirements

1. Subrecipient shall provide services in accordance with all applicable laws, policies, procedures, regulations, and standards of federal law, State law, the County of Orange, CDA, DOL, and the Board of Supervisors.



2. There shall be the requisite number of staff hired by the Subrecipient to operate program services as outlined in this Attachment and as provided for in the budget attached to this Contract.
3. Subrecipient shall ensure that all reception and support staff have received training in customer service, communication skills, and proficient computer skills, platforms, and applications (Windows, Microsoft Office, SPARQ, Grantee Performance Management System (GPMS), and CalJOBS).
4. Subrecipient shall be responsible for filling any vacancies, which may occur during the term of this Contract in order to ensure the continuous and efficient delivery of services to participants. Subrecipient shall fill vacancies with individuals with the appropriate experience and levels of education required for the position and notify the OoA of the position incumbent.
5. Subrecipient shall utilize temporary staff only to the extent that not doing so will have a negative impact on service delivery or meeting program deliverables including invoices. Use of temp staff shall be kept to a minimum, and a separate budget must be developed for this purpose at the beginning of the fiscal year. Applicable State and County procurement policies shall be adhered to.
6. Subrecipient shall utilize overtime only to the extent that not doing so will have a negative impact on service delivery or meeting program deliverables including invoices. Proper staff management should negate the need for overtime pay. Subrecipient will obtain OoA's approval prior to utilizing overtime.

#### **4.T. Workforce Professional Staffing Requirements**

1. Subrecipient staff shall be participant-oriented professionals who are knowledgeable about the challenges with providing workforce development services to difficult-to-serve populations. Staff shall be able to build one-on-one working relationships with participant, and aid in eliminating challenges that are hindrances to obtaining and retaining employment. Services provided in small groups shall also be considered in order to maximize staffing efficiencies and available resources.
2. Staff shall be fully trained and have current knowledge of regulations and requirements, CalJOBS, SPARQ, GPMS, contractual goals, OoA policies and procedures, local labor market information, SCSEP, other special projects/discretionary funding, industry clusters, career pathways and demand occupations, customized training, on-the job training, and local resources that are available to assist participants seeking training and/or vocational services.
3. Subrecipient shall ensure that staff understand the contractual requirements and programmatic objectives of this Contract.
4. Staff shall have an understanding of all regulations applicable to SCSEP including, but not limited to; the California Department of Aging (CDA) Program Memos and Bulletins, 20 CFR Part 641 Provisions Governing the Senior Community Service Employment Program, WIOA, and OoA Policies and Procedures. Staff shall be informed of any new guidance, as it is released. All directives and policies shall be discussed during regularly scheduled staff meetings.
5. Staff shall be trained on SCSEP services, in addition to discretionary/specialized programs that best leverage available funding and maximize service provisions. Staff shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. Subrecipient shall determine appropriate staffing. Positions may vary by functional duties and responsibilities and may include participant services specialist, employer specialist or a hybrid of the two.

Notwithstanding, all Staff shall be proficient in performing the following duties:

- a. Conduct outreach, recruitment, and eligibility determination to target population;

- b. Conduct objective job skills assessment for eligible participants to ensure appropriate evaluation;
  - c. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
  - d. Develop a customized professional resume for every enrolled participant;
  - e. Provide career planning to all participants (including those in training) in all areas related to gaining/retaining employment and career advancement;
  - f. Determine supportive services and training needs including making appropriate referrals, tracking progress, and maintaining attendance records;
  - g. Maintain regular contact with participants (at a minimum of once every thirty days), in accordance with TEGL 17-05;
  - h. Maintain documentation for regulatory and contractual compliance, and maintain detailed case files and complete all required statistical and performance reports;
  - i. Develop relationships with all training providers and partner agencies;
  - j. Recruit new host agencies and expand opportunities at existing host agencies
  - k. Provide specific guidance in transferable skills for all participants transitioning between industry clusters;
  - l. Use Labor Market Information (LMI) to assist job seekers in making informed decisions about job training and career pathways;
  - m. Have a comprehensive understanding of LMI trends, demand occupation criteria to enhance placements;
  - n. Ensure active job placement no later than when a participant reaches 75% of training completion;
  - o. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the participant;
  - p. Provide job development and assist participants in job placement.
  - q. Provide retention and follow-up services for a twelve (12) month period, with follow-up commencing immediately after employment begins; and
  - r. Utilize SPARQ, GPMS, and CalJOBS for documenting job seeker activities.
6. **Project Director** manages the successful implementation of the SCSEP Program assuring that all contractual commitments are met. Ultimately, the Project Director is responsible for adherence to federal, state, and local policies. Ensures that all management and supervisory staff have access to budgets and expenditure plans to better manage programs that they are responsible for. Additionally, the Project Director shall hold managers accountable for leveraging resources and operating within funding guidelines. Establishes and maintains positive working relationships with the funding source and all workforce partners both in-house and within the community. Facilitates project accomplishments and ensures that management decisions and contractual goals are understood and supported by staff. Project Director shall be directly responsible for all fiscal oversight of project budgets.

#### **J.U. Organizational Chart:**

1. Subrecipient shall maintain an organizational chart along with corresponding functional job descriptions for every classification funded, in whole or in part. **Subrecipient shall provide an updated organizational chart along with functional job descriptions to the OoA administrative office by July 31, 2022.**
2. The staffing design and overall number of positions and associated assignments are subject to pre-approval by the OoA.
3. Should any organizational or staffing arrangements change during the program year, Subrecipient shall submit a revised organizational chart to the OoA.

## K.V. CalJOBS

CalJOBS is a web-based, fully integrated system that supports the administration of the WIOA programs.

Subrecipient shall be responsible for the following hardware and software specifications for participant and staff computer workstations utilizing CalJOBS:

System	Hardware Required	Software Required	Connectivity
<b>Participant Workstation</b>	<b>Processor:</b> PIII or higher <b>Memory:</b> 2 GB of RAM or higher <b>Display:</b> Super VGA (800 X 600) or higher-resolution video adapter and monitor	<b>Operating System:</b> Microsoft Windows 10 or higher Macintosh OS X v10. 4.8 (Panther) or higher <b>3rd-Party Software (described after table):</b> Meadco ScriptX ActiveX 7.4/ Object!/ Microsoft Silverlight 3 <sup>2</sup> DynamSoft HTML5 Document Scanning	<b>Minimum:</b> Dedicated broadband or high-speed access, 380k or higher
<b>Staff/ Administrator Workstation</b>	<b>Processor:</b> PIII or higher <b>Memory:</b> 2GB of RAM or higher <b>Display:</b> Super VGA (800 X 600) or higher-resolution video adapter and monitor	<b>Operating System:</b> Microsoft Windows 10 or higher Macintosh OS X v10. 4.8 (Panther) or higher. JAWS for Windows software for visually impaired access (optional) <b>3rd-Party Software (described after table):</b> Meadco ScriptX ActiveX 7.4/ Object Microsoft Silverlight 3 DynamSoft HTML5 Document Scanning	<b>Minimum:</b> Dedicated broadband or high-speed access, 380Kbps or higher

Subrecipient shall:

- a. Ensure strict adherence to all state and OoA requirements related to CalJOBS.
- b. Ensure efficient internal data entry and data management processes that requires timely input of participant data in CalJOBS.
- c. Establish quality control procedures to protect the integrity of data pertaining to participants, services and outcomes;outcomes.
- d. Ensure that staff designated to handle data entry and data management are given prior training on CalJOBS functionalities and limitations.

- e. Install a system to establish staff accountability for data entered;
- f. Establish a review process for CalJOBS reports that include participant rosters and other reports provided by the OoA; and
- g. Ensure strict adherence to proper handling of personal, sensitive, and confidential information (PSCI) and other confidential participant information.

Subrecipient shall ensure immediate implementation of any future changes in data collection and reporting per direction from OoA/County.

#### **L.W. Website**

Updates for the OC Workforce Solutions website shall be communicated by Subrecipient to appropriate OC Workforce Solutions Center staff to allow participants to access information about services and programs that are available through the One-Stop Center(s). Subrecipient shall review content to ensure information is accurate and up to date. Subrecipient shall submit to the OoA administrative office for review and approval of updates prior to contacting OC Workforce Solutions for posting.

#### **M.X. Communication, Distributed Material and Postings, and Physical and Program Access Standards**

1. All outreach and recruitment materials that reference elected officials, County of Orange, or OoA shall be submitted to the OoA administrative office for review and approval prior to use. The OoA will require a minimum of ten (10) working days to review and approve. **All published materials shall promote the SCSEP.** These materials should also include appropriate America's Job Center of California tagline consistent with the local AJCC branding standards. Subrecipient may keep their logo on the published material, but it should be secondary to the County and OoA ~~and County~~ logos.
2. All logos and naming conventions shall be provided by the OoA to maintain quality and consistency. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
3. Language requirements for all SCSEP funded printed material, social media, and other informational publications at the OC Workforce Solutions shall adhere to the Orange County Language Access Policy and be provided in English, Spanish ~~and~~, Vietnamese, Chinese, and Korean. Whenever feasible, language barriers shall be removed so that all visitors to the AJCC feel welcomed and have a positive experience.
4. Notice and communication requirements where materials indicate that the Subrecipient may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the Subrecipient shall be indicated. If the Subrecipient does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative. [29 CFR Part 38; WSD 17-01; ~~17-OCDB-13 and Addendum #3 to 17-OCDB-13~~; WIOA Section 188 20 CFR Part 683.285 and any future updates.]
5. Information and services accessed electronically shall be established by the Subrecipient policy and procedure which assures that the notice requirements of Title 29 CFR Part 38 are met. [29 CFR Part 38; WSD17-01; ~~17-OCDB-13 and Addendum #3 to 17-OCDB-13~~; WIOA Section 188 20 CFR Part 683.285 and any future updates.]
6. Distributed publications, broadcasts, products, and other communications, which promote SCSEP and/or CDA programs or activities, shall include the following specific tagline:  
**'This project is funded in part through a grant from the California Department of Aging, as allocated by the Orange County Board of Supervisors and administered by the Office on Aging.'**

Publications, products, and outreach materials developed in whole or in part with contract funds shall include the following language:

- i. 'This product was funded by a contract awarded by CDA and the U.S. Department of Labor's Employment and Training Administration.'
  - ii. 'The product was created by the Contractor and does not necessarily reflect the official position of CDA and the U.S. Department of Labor.'
  - iii. 'No guarantees, warranties or assurances of any kind, express or implied are made with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.'
7. Subrecipient shall be responsible to post the "Equal Opportunity Is the Law" and the "Summary of Rights and Program Grievance and Complaint Procedures" in prominent locations, and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish, ~~and~~ Vietnamese, Chinese, and Korean. Updated participant acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish, ~~and~~ Vietnamese, Chinese, and Korean. [20 CFR 641.900-641.930; PM 11-06 Grievance and Termination Policy; OoA Grievance Procedure]. **Provide the OoA with a copy of Subrecipient's Programmatic Grievance Policy by July 1, 2022.**

#### N.Y. **Quality Assessment/Review**

Subrecipient shall be responsible for quality assessment/review of their fiscal/procurement and program operations (including all special projects) which includes, but is not limited to; a quality assurance system to review case files, including CalJOBS/SPARQ/GPMS data entry and electronic files, participant eligibility determination and documentation, IEPs, Crystal report rosters, gaps in service delivery, provision and documentation of substantial services, timely participant exit, performance outcomes, follow-up activities, property management (including maintenance of up-to-date equipment inventory lists in each service location, purchases, expenditures and invoices, federal and state requirements for universal programmatic and physical access to services and activities (including access for individuals with disabilities). Quality and consistency of services among AJCC locations, programs and staff is essential.

1. Subrecipient shall establish and follow a standardized review methodology that:
  - a. Includes procedures for monitoring programs and Subrecipients at least once each program year;
  - b. Results in written reports to record findings, any needed corrective action, and due dates for the accomplishment of corrective actions;
  - c. Requires systematic follow-up to ensure that necessary corrective action has been taken and outstanding issues are addressed and resolved; and
  - d. Requires that following the completion of each internal monitoring, completed reviews are verified and a list of files reviewed is maintained.

**Subrecipient shall be able to produce all quality assessment/review documentation upon request by the OoA administrative office.**

2. In addition to Item #1 above, the Subrecipient shall follow their regular (day-to-day) internal review processes to support high standards of service provision and documentation. This shall include periodic file review and immediate correction of issues noted.

3. Subrecipient shall take timely corrective action measures as a result of findings identified through federal, state and County monitoring. Repeat and systemic findings identified in any federal, state and County compliance monitoring may result in a possible reduction in funding and/or other sanctions issued by the OoA.
4. Subrecipient shall participate in industry-wide forums to learn about best practices, improvements in service delivery, recommended corrective actions, and implementation of process improvements. These activities shall be included within Monthly Reports.

### **O.Z. Documentation and File Maintenance**

1. **Case Files** shall be maintained for every enrolled participant. Files shall reflect both quality services and regulatory compliance. At a minimum, case files along with CalJOBS/SPARQ/GPMs data entry and electronic files, as applicable, shall include documentation of the following:
  - a. Program eligibility and determination of need;
  - b. Participant signature evidence of EO and programmatic grievance forms;
  - c. All source documents needed for validation (as referenced in applicable OoA Policies and State Directives and Information);
  - d. All ~~follow-up and~~ reporting forms as outlined in this Contract and/or required by SCSEP~~required by SCSEP~~;
  - e. Initial and/or Comprehensive Assessments, as applicable;
  - f. Individual Employment Plan (IEP) documents, including all updates of services provided and completed;
  - g. Completed resume for participants being enrolled into Individualized Career Services;
  - h. Progress reports, time and attendance;
  - i. Signed Employer or Worksite AgreementContract, timesheets, certificate, and other related documents for On-the-Job Experience (OJE) or Transitional Jobs, and Work Experience (WEX) as applicable;
  - j. Supportive Services documentation;
  - k. Printed case management notes showing provision of all substantial services provided.
2. **Confidential Information:** Personal, Sensitive, and Confidential Information (PSCI) and information designated as sensitive (both hardcopy and electronic) relating to services received by participants including information regarding medical and/or substance abuse treatments shall be subject to federal, state and County privacy/confidentiality guidelines.

Subrecipient shall ensure that staff are properly trained and updated for safeguarding protected PSCI and information designated as sensitive. Staff shall be trained regarding the proper treatment, release, and security of the records. Access and release of records shall be in accordance with applicable guidelines. All staff shall follow the guidelines on the OoA release of information form and shall obtain an original form prior to releasing information to anyone other than the participant. Emails containing PSCI must be transmitted through secure email protocols.

3. **Security:** Subrecipient shall maintain all participant files and separate medical participant files in locked cabinets accessible only to authorized personnel. In addition, Subrecipient shall maintain an Information Technology (IT) usage policy to support security obligations regarding all confidential and sensitive information.

### **P.AA. Customer Service and Participant Satisfaction**



The OoA (through CDA and Charter Oak Group) will conduct satisfaction surveys periodically throughout the year. The OoA will review and evaluate all applicable data collected and make the results available to the Subrecipient.

1. Subrecipient shall communicate to their staff that meeting participant satisfaction and expectations is a primary goal of the OoA. The OoA shall review and evaluate the data collected and shall be responsible for the implementation of corrective action(s) with respect to survey findings or trends related to the services provided under this Contract.
2. Subrecipient shall be proactive in requiring staff to adopt participant service principles targeted toward achieving high participant satisfaction and which meet participant expectations in their delivery of services under this Contract. This may include the provision of professional development, in-service training, role modeling, case studies, and other techniques and strategies applicable to fostering the adoption of a value system, which is based in continuous improvement principles. Subrecipient shall have established procedures for progressive discipline, including verbal and written warnings leading up to termination. Subrecipient must also respond to and correct OoA concerns regarding under-performing staff.

#### **Q-BB. Declared Emergency Requirements**

In the event of a declared emergency by the County, State or Federal government, this Contract may be subjected to unusual requirements in support of the declared emergency. The Subrecipient shall service the County during such declared emergency under the same terms and conditions that apply during non-emergency conditions. The terms negotiated by the County and Subrecipient for all contracted services shall apply to serving the County's needs during the declared emergency regardless of the circumstances unless deem non-essential by the County, State and/or Federal government. If the Subrecipient is unable to provide services under the terms of the Contract, then the Subrecipient shall provide written justification. Additional program or administrative costs as a result of providing services during an emergency shall not be permitted. During a County, State and/or Federally declared emergency the County may require the Subrecipient to temporarily reassign or relocate staff to a County specified location in support of the continuation of essential services within the Contract provisions.

#### **R-CC. Emergency Preparedness Practices and Facility Requirements**

1. Provide written emergency operation plans on-site
2. Provide the County with a copy of an Emergency Operations Plan by July 1, 2022.
3. Conduct two (2) fire drills per year and provide copies of the fire drill roster to the County.
4. Ensure that all furniture, appliances, and other freestanding objects are secured in the event of an emergency.
5. Provide clearly marked, legible gas and water shut-off valves along with instructions/tools on how to operate the shut-off in cases of emergency.
6. Post an evacuation plan in a highly visible location within the facility.
7. Provide sufficient supplies of food and water for each program participant in cases of emergency.
8. Ensure the health and safety of program participants by monitoring the expiration dates of food and water supplies and replacing when applicable to do so.
9. Ensure that staff are regularly trained and assigned specific responsibilities during emergencies.
10. Keep the most up-to-date inventory on disaster response supplies and equipment.
11. Provide written evidence of annual staff and volunteer emergency procedures training on the provider's Emergency Operations Plan.
12. Provide flashlights, portable radio, and batteries for the facility in cases of emergency.

13. Provide and maintain first aid supplies for the facility in cases of emergency.
14. Provide and maintain current inspection tags on all fire extinguishers throughout the facility.
15. Provide current health inspection reports to the County.
16. Ensure that facility exit doors are clearly marked and functional.
17. Ensure that facility walkway paths are free from clutter and obstruction.
18. Ensure that elevator permits are current within each facility, as applicable.
19. Comply with all privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA).

### **III. SERVICE DELIVERY**

Subrecipient shall implement a workforce system structure and governance that reflects the various sectors of the economy, and coordinate with other programs that serve the needs of older adults. Subrecipient shall provide activities that engage participants in occupations considered to be of service to their community, upgrade or increase occupational skills, increase employment opportunities, and as a result, promotes self-sufficiency and improve the quality of the workforce.

1. **Co-enrollment:** If Subrecipient deems it is in the best interest of the participant to be co-enrolled into multiple funding streams to access services not available through the primary funding stream, the participant counts as half an enrollment for formula enrollments and the participant must still be exited in the timeframe the discretionary grant cycle ends and not automatically rolled over into formula for continuation of services.
2. **Eligibility** for services shall be conducted in a manner that will satisfy state and federal requirements. Subrecipient shall examine originals and/or copies of documents, as appropriate, to establish the eligibility of participants and shall make copies of documents necessary to substantiate the eligibility of participants seeking services which documents shall be placed in the participant's files.
  - a. Subrecipient shall ascertain alien/immigrant participant's eligibility to work in accordance with Immigration and Naturalization Laws prior to referring an individual for individualized career services.
3. **Internal Policies and Procedures** for SCSEP operations and administration shall be developed by the Subrecipient. All current Policies and Procedures shall be reviewed to ensure full compliance. **Subrecipient shall provide a copy of all Policies and Procedures to the OoA administrative office by August 1, 2022.**

### **IV. PROGRAM REQUIREMENTS**

#### **A. Senior Community Service Employment Program (SCSEP)**

**Program Description:** Subrecipient shall be responsible for providing SCSEP services countywide to unemployed, low-income older adults age 55 and older who have poor employment prospects. Family income may not exceed 125 percent of the federal poverty guidelines. Priority must be given to individuals who are 65 years of age and older or: are veterans or qualified spouses, are homeless or at risk for homelessness, have a disability, have limited English proficiency or low literacy skills, reside in a rural area, have low employment prospects, have failed to find employment after utilizing services provided through the One-Stop Delivery System, or have been incarcerated within the last 5 years or is under supervision following release from prison or jail within the last 5 years. Funds received by the Subrecipient shall be expended for the program specified within this Contract, Subrecipient shall not



~~expend more funds than are set forth in the Budget Schedule for the program in this Contract. Subrecipient shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff and volunteers required for provision of the services described. Such staff and volunteers shall be qualified in accordance with all applicable statutes and regulations. Subrecipient shall provide the services described herein Attachment A with the consent of the participant being served. Subrecipient shall assure that all services funded under this Contract are coordinated with other appropriate services in the community and that services funded under this Contract do not constitute unnecessary duplications of services provided by other sources. The Title V/SCSEP is the only federally sponsored employment training program targeted specifically to low-income older individuals who want to enter or re-enter the workforce. Program participants receive work experience for a maximum time period of 48 months at local public or nonprofit agencies and are paid the higher of the federal, state, or local minimum wage while in community service assignments and other job training opportunities. The dual goals of the program are to promote useful opportunities in community service job training and to move Title V/SCSEP participants into unsubsidized employment, where appropriate.~~

# **1. Subrecipient Responsibilities:**

- a. Determine participant eligibility. Collect and review documentation necessary for registration and enrollment.
- b. Monitor budgets and expenditures and ensure that all budgeted funds are fully expended by the end of each fiscal year.
- c. Develop methods of recruitment and selection that will assure the maximum number of eligible individuals have the opportunity to participate in the program.
- d. Provide a paid orientation to participants that include information on project goals and objectives; community service training assignments; training opportunities; available supportive services; the availability of a free physical examination; participant's rights and responsibilities; CDA Participant Termination Policy; CDA Grievance Policy; CDA Authorized Break in Participation Policy; and permitted and prohibited political activities.
- e. Conduct individual assessments of the participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; needs for supportive services; potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment. Assessments must be conducted no less frequently than two (2) times during a 12-month period.
- f. Provide an Individual Employment Plan (IEP) for each participant based on an assessment. IEPs shall be developed in partnership with each participant and must reflect the needs as well as the expressed interests and desires of the participant. The initial IEP should include an appropriate employment goal for each participant. IEPs shall be updated as necessary to reflect information gathered during the participants' assessments. IEPs shall contain goals, action steps to achieve goals, and timelines to complete goals.
- g. Provide or arrange for training for participant specific to their community service assignment or in support of their training needs identified in their IEP.
- h. Submit all requests for an On-the-Job-Experience (OJE) to OoA for submittal to CDA for approval prior to exercising the OJE with any participants. OJE training is permitted with the same employer, but no more than five (5) times per year for the same job category.
- i. Obtain and record the personal information necessary for a proper determination of eligibility for all participants and maintain documentation supporting their eligibility. The income of each participant shall be recertified once every twelve (12) months. Documentation records shall be maintained in a

confidential manner. Subrecipient shall ensure that re-certifications are completed prior to participant's anniversary date.

- j. Cooperate with community, employment, and training agencies, including agencies under the WIOA, to provide services to low-income older workers.
- k. Submit a SCSEP Project Quarterly Narrative Progress Reports to OoA for submittal to CDA each quarter using guidance distributed by CDA.
- l. Follow-up with participants placed into unsubsidized employment to determine whether they are still employed and to make certain that participants receive any follow-up services they may need to ensure retention.
- m. Maintain an up-to-date SCSEP Data Collection Handbook, BCT Partners Data Validation Handbook, and copies of both State and federal departmental requirements so that all responsible persons have ready access to standards, policies, and procedures.
- n. Submit all requests for a Transfer/Change utility transaction in SPARQ to OoA for submittal to CDA for prior approval.
- o. Not enroll individuals who can be directly placed into unsubsidized employment.
- p. Use the Charter Oak Group's (COG's) SCSEP Data Collection Handbook, provided on COG's website, for DOL policy guidance, frequently asked questions, and revisions to the handbook.
- q. Provide participants with twenty-four (24) hours of sick leave at the start of each program year, provided the participant have been with SCSEP longer than ninety (90) days.
  - Ensure that unspent sick leave time will not be carried over to the following program year.
  - Provide participants with the opportunity to use paid sick days beginning on the 90th day of the training assignment.
  - Ensure that participants who are on sick leave are not permitted to participate in any trainings, workshops, and/or meetings.
  - Ensure that when a participant uses sick leave, the participant must record absent hours on that pay period's time sheet.
  - Establish an internal formal policy to implement provision of paid sick leave
  - Disseminate to participants:
    - Postings
    - Signed form to acknowledge receipt of the policy/information
  - Track accruals and usage of paid sick leave
- r. Meet the biennially negotiated performance measures established by the DOL, which include the following core measures:
  - Hours of community service employment.
  - Percentage of project participants who are in unsubsidized employment during the second quarter after exit from project.
  - Percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from project.
  - Median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project.
  - Indicators of effectiveness in serving employers, host agencies, and project participants.
  - The number of eligible individuals served.
  - The number of most-in-need individuals served.
- s. Approve Job Assignment Descriptions and execute host agency [Agreement/Contracts](#);

- t. Collect, review, and approve all participants timesheets for processing of payroll. Due dates for the entire year shall be posted and distributed in advance;
- u. Provide paychecks on a bi-monthly basis to all enrolled participants;
- v. Provide direct deposits of paychecks to those participants requesting that option;
- w. Provide workers comprehensive insurance to all enrolled participants;
- x. Conduct Quarterly meetings with SCSEP participants to review procedures and update program changes;
- y. Conduct an annual meeting with SCSEP host agency supervisors to review procedures and update program changes;
- z. Maintain and update participant files and all required documents;
- aa. Track participant participation to ensure that the combined hours of work experience, training and meetings does not exceed the part-time community service assignment threshold;
- ~~bb.~~ Coordinate with WIOA related activities including, but are not limited to, co-enrollment in WIOA programs and job development activities;
- bb.
- cc. Meet or exceed all performance outcomes as stated in Attachment E of the Contract;
- dd. Meet all timelines, in accordance with data entry and reporting requirements as outlined in the reporting requirements portion of this Contract;
- ee. Complete and submit all follow-up forms and supplemental data for Quarters 1, 2, 3 and 4 following participant exit. If employment status of the participant is confirmed through supplemental information, follow-up forms reporting this supplemental information shall be completed and submitted for entry into the system. Subrecipient shall submit supplemental information for exiters 'Not Found' in Unemployment Insurance (UI) Base Wage Records within specified timeframes noted in 'Base Wage' letters for specific quarters. Subrecipient shall be responsible for analyzing wage records data;
- ff. Conduct annual performance evaluations for each SCSEP participant. Document the progress of each participant at the worksite. Interview the participant to determine whether he/she is knowledgeable about the duties in the community service assignment description, is satisfied with the assignment, has suggestions for improvements, and is making efforts to obtain unsubsidized employment;
- gg. Develop methods of recruitment and retainment of host agencies to expand assignments, employment opportunities, and trainings.
- hh. Conduct annual performance evaluations for each host agency. Interview the Supervisor to discuss the possibility of hiring the participant, whether he/she is satisfied with the work being performed by the participant and whether he/she has suggestions for changes in the assignment description, including the possibility of placing the participant in an assignment with more responsibility or providing training that will make the participant more employable; and
- ii. Conduct and document worksite, health and safety evaluations annually.
- jj. Identify additional resources to help provide gas and/or mileage reimbursement and other supportive services for this population through partners, foundations, donations, or other means; and
- kk. Ensure that there are sufficient staff resources dedicated to this program to meet program obligations and outcomes.
- ll. Submit a transition plan to OoA within fifteen (15) business days of delivery of a written Notice of Termination by OoA or Notice of Intent to Terminate by the subcontractor. The transition plan must be approved by OoA and CDA and shall at a minimum include the following:
  - A thirty (30) day written notice informing participants of program closure, reduction of slots, or change in service provider.
  - A process on how confidential records of participants and database files will be relinquished by the subcontractor and transferred to the new service provider.
  - A process on how supportive services will be identified and provided to participants to ease in the transition.

- A process to conduct a property inventory and plan to dispose of, transfer, or return to OoA all equipment purchased during the entire operation of the OoA program.
- A description of adequate staff to provide continued service through the term of the existing contract.

Subrecipient shall operate the SCSEP in accordance with the terms of this Contract and all applicable provisions of the current CDA State Standard [AgreementContract](https://www.aging.ca.gov/ProgramsProviders/AAA/) Terms and Conditions, which are incorporated herein by reference. (Terms and Conditions can be accessed at <https://www.aging.ca.gov/ProgramsProviders/AAA/>).

## 2. Deliverables:

- Submit all required SPARQ forms** to capture new enrollments, community service assignments, breaks in service, exits or any participant updates in the system; and
- Submit payroll spreadsheet** to OoA administrative office twice monthly, to coincide with your payroll.
- Submit Project Quarterly Narrative Progress Reports** to describe project activities, strategic partnerships, accomplishments, challenges, significant issues and resolution, technical assistance, successes, and promising practices.
- Match/In Kind Contribution:** Subrecipient shall track in-kind match on a monthly basis. The amount of the contribution shall be indicated on the monthly invoices.

## 3. Accounting and Fiscal Control

- Subrecipient shall operate program in accordance with 2 CFR 2900, et al. (Department of Labor – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), all applicable provisions of 2 CFR Part 200, et al., Generally Accepted Accounting Principles (GAAP) and CFRs.

All program invoices including two original sets with wet signatures are due to the Orange County Community Resources (OCCR) Accounting Office by the fifteenth day (15th) following the month being reported.

- Accurate and complete invoices are invoices whereby:
  - Personnel is invoiced based upon an approved organization chart;
  - Personnel supporting documentation is included with each invoice;
  - There are no negative line-item balances in any row;
  - YTD invoiced amounts are correct;
  - Leverage/match, if required, is included on the monthly invoice;
  - All required program specific sub-categories are included on the invoice;
  - Any temp staff charges are reported separately; and
  - OJT/CT log in OoA-approved format must accompany invoices.

Invoices with errors will be returned to Subrecipient for re-submission. A master salary spreadsheet identifying all staff and their allocation across programs shall be submitted to the OoA administrative office by August 15, 2022.

## 4. Eligible Service Population

- Services are provided only to the defined eligible service population. [20 CFR 641.500]

- b. Participants enrolled in the Title V SCSEP shall receive at least the current Federal, State minimum wage or the prevailing local wage, whichever is higher, plus all fringe benefits required by law. The Subrecipient must provide uniform fringe benefits to all participants. Participants must be paid for orientation, training, assessment, individual employment planning, and community service assignment work hours. [OAA § 502(c)(6)(A)] [OAA § 504(b)] [20 CFR 641.565]
- c. Participants shall be provided skill enhancement opportunities, personal and employment-related counseling, assistance in transition to unsubsidized employment, and other benefits/ [20 CFR 641.535]

## 5. Service Priorities

Subrecipient shall assure that the Title V SCSEP will serve the eligible service population and give priority to individuals who:

- a. Are sixty-five (65) years of age or older.
- b. Have a disability.
- c. Have LEP (Limited English Proficiency) or low literacy skills.
- d. Reside in a rural area.
- e. Are veterans or spouses of veterans as defined in 20 CFR 641.520(b).
- f. Have low employment prospects.
- g. Have failed to find employment after utilizing services provided through the AJC Delivery System;
- h. Are homeless or at risk for homelessness.  
[OAA § 518(b)] [20 CFR 641.520]; or
- i. Have been incarcerated within the last 5 years or is under supervision following release from prison or jail within the last 5 years. [OAA § 518(b)(2)(H)]

-The Subrecipient shall develop and implement methods to recruit minority populations to ensure they are enrolled at least in proportion to their numbers in the population area. [OAA § 515(c)]

## 6. Bilingual and Linguistic Program Services

### A. Provision of Services

1. The Subrecipient shall take reasonable steps to ensure that “alternative communication services” are available to non-English speaking or LEP beneficiaries of services under this Contract. [22 CCR 11162]
2. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
  - a. Interpreters or bilingual providers and provider staff.
  - b. Contracts with interpreter services.
  - c. Use of telephone interpreter lines.
  - d. Sharing of language assistance materials and services with other providers.

e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.

f. Referral to culturally and linguistically appropriate community service programs.

3. The Subrecipient shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this AgreementContract. [22 CCR 98310]
4. The Subrecipient shall notify its employees of clients' rights regarding language access and the Subrecipient's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the County. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Contract. [22 CCR 98370]

#### B. Compliance Monitoring

1. The Subrecipient shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Subrecipient shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Subrecipient shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

#### C. Notice to Eligible Beneficiaries of Contracted Services

1. The Subrecipient shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Subrecipient shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Subrecipient shall notify OoA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

## PAYMENT/COMPENSATION

### SER-JOBS FOR PROGRESS, INC. - SAN JOAQUIN VALLEY TITLE V SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

#### 1. **COMPENSATION:**

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$808,567 for 12-months (July 1, 2022 – June 30, 2023) as set forth in Attachment A-1 Scope of Services) attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

#### 2. **FIRM DISCOUNT AND PRICING STRUCTURE:**

Subrecipient guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Subrecipient agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

#### 3. **PAYMENT TERMS:**

An invoice for the reimbursement of costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Subrecipient shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rest with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Program Invoice(s):

OC Community Resources  
Attention: Accounts Payable  
601 N. Ross St. 6<sup>th</sup> Floor  
Santa Ana, CA 92701

**4. INVOICING INSTRUCTIONS:**

The Subrecipient will provide an invoice on Subrecipient's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

1. Subrecipient's name and address
2. Subrecipient's remittance address (if different from 1 above)
3. Name of County Agency Department
4. County Contract Number
5. Service date(s) – Month of Service
6. Delivery Order (DO) / Subordinate Agreement Number
7. Deliverables / Service description (in accordance with Attachment A)
8. Subrecipient's Federal I. D. number
9. Total

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 5, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

**5. MONTHLY OPERATING COSTS**

Payments for monthly work completed shall be made as follows:

- A. Subrecipient shall timely transmit to County all data required pursuant to this Contract. Subrecipient also shall submit an invoice(s) and such other substantiating reports as County may require, all in a form satisfactory to Project Manager, by the fifteenth (15th) day of each month, showing the prior month's actual expenditures. If the 15th falls on a weekend or holiday, the invoice/data report is due the next business day. If Subrecipient receives funds pursuant to this Contract for more than one program or Service Area, each such program or Service Area shall be invoiced separately from all other programs or Service Areas, and separate substantiating reports shall be submitted for each program or Service Area, unless otherwise approved by Project Manager. County shall make monthly payments based on Subrecipient's data, invoice(s), and substantiating reports, unless otherwise approved by Project Manager.
- B. In cases where errors or Disallowed costs are identified by County, County will return invoice(s) for revision. Subrecipient must resubmit revised invoice(s) within five (5) business days of notification from County, excluding the 11<sup>th</sup> month invoice and the 12th month close-out invoice.



- C. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.
- D. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 45 C.F.R. Part 92.22(b).
- E. Whenever Subrecipient is not in compliance with any provision of this Contract, Project Manager, may withhold payment until such time as Subrecipient comes into compliance.
- F. Any late submission for the July thru April invoices will result in a technical assistance finding during program monitoring.
- G. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the Project Manager, or her designee, the Project Manager, has the discretion, in any given month, to pay over the monthly one-twelfth of the Maximum Obligation.

## **6. BUDGET REVISIONS & BUDGET MODIFICATIONS**

**A. Budget revisions** are changes made in the detailed budget submitted to County. Detailed budgets contain the major cost categories listed in Attachment C (3) of this Contract.

- Budget revisions initiated by Subrecipient must be limited to no more than two (2) times per program, per Fiscal Year.

**B. Budget modifications** are changes made to revenues reflected in the detailed budget outside of OoA/CDA funds and match. These revenues include but are not limited to Non-Match Cash, Non-Match In-Kind, and Program Income.

- Budget modifications initiated by Subrecipient must be limited to no more than three (3) times per program, per Fiscal Year.

**C. All additional budget revision and budget modification requests initiated by Subrecipient will be denied. Special consideration may be made for extenuating circumstances, but approval is not guaranteed.**

**D. Budget revisions and budget modification requests initiated by Subrecipient must be submitted no later than April 30<sup>th</sup> of each fiscal year.**

## **6.7. FULL COMPENSATION**

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Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder.

#### **7.8. CLOSE-OUT DEADLINES**

- A. The 11<sup>th</sup> month invoice is due on the 10<sup>th</sup> of June without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- B. The 12<sup>th</sup> month close-out invoice is due on the 10<sup>th</sup> of July without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- C. Request for budget modifications and/or invoice revisions from the Subrecipient will be restricted to a minimum for May and June invoices and will only be allowed at the County's discretion.
- D. Subrecipient must submit June invoice estimates by the 10<sup>th</sup> of June. Estimates must be projected based on anticipated actual expenditure.
- E. Any late submission for the May and June invoices will result in a corrective monitoring finding, without any exceptions. All requests for late submissions or due date extensions will not be granted. A Corrective Action Plan (CAP) will be required to address this finding.

#### **8.9. THIRD-PARTY REVENUE**

Subrecipient shall make every reasonable effort to obtain all available reimbursement from third parties (e.g., insurers), for which persons served hereunder may be eligible. All such third-party reimbursements received by Subrecipient shall be reported to County in the format required by County. The amount of such third-party reimbursements shall be deducted from County's maximum obligation hereunder.

#### **9.10. INTEREST EARNED**

- A. If Subrecipient earns interest on funds received pursuant to this Contract, that interest shall be identified as income to the program(s) for which this Contract provides and shall be used and expended only for said program(s). Subrecipient shall maintain in its files full documentation of such interest earnings and expenditures.

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B. If Subrecipient is a nonprofit, it shall maintain any advances of funds or contributions received under this Contract in interest-bearing accounts, unless “a” or “b” below apply:

- i. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on the funds deposited pursuant to this Contract combined with other federal cash balances, if any, maintained by Subrecipient; or
- ii. The depository would require an average or minimum balance so high that it would not be feasible within the expected cash resources Subrecipient expects to receive under this Contract.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	