



**~~THIRD-FOURTH~~ AMENDMENT**

**CONTRACT No. 20-27-0054**

**BETWEEN THE COUNTY OF ORANGE**

**AND**

**WORKING WARDROBES FOR A NEW START**

**FOR THE PROVISION OF SERVICES FUNDED BY  
U.S. DEPARTMENT OF LABOR:**

**CFDA #17.235**

**SENIOR COMMUNITY SERVICES EMPLOYMENT PROGRAM**

<b>CFDA#</b>	<b>FAIN#</b>	<b>PROGRAM/SERVICE TITLE</b>	<b>FUNDING AGENCY</b>
17.235	<del>AD-35163-20-60-A-</del> <u>6Pending</u>	Senior Community Services Employment Program	<u>U.S.</u> Dept. of Labor

This Amendment to Contract No. 20-27-0054, hereinafter referred to as “~~Third-Fourth~~ Amendment” is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” and Working Wardrobes For A New Start, a California non-profit Corporation, DUNS #041192241, with a place of business at 2000 E. McFadden Ave., Suite 100, Santa Ana, CA 92705, hereinafter referred to as “Subrecipient,” with County and Subrecipient sometimes referred to as “Party,” or collectively as “Parties.”

**RECITALS**

**WHEREAS**, County and Subrecipient entered into Contract No. 20-27-0054, hereinafter referred to as “original Contract,” for the provision of the Senior Community Services Employment Program, commencing July 1, 2020 through June 30, 2021 in an amount not to exceed \$779,031; and

**WHEREAS**, on August 12, 2020, the County executed the First Amendment to the original Contract to modify the Subrecipient’s address and replaced Attachment A, Scope of Services, with Attachment A-1; and

**WHEREAS**, on November 23, 2020, the County executed the Second Amendment to the original Contract to increase the Contract by the monetary amount of \$34,239, for a new maximum obligation of \$813,270, and replaced Attachment A-1, Scope of Services, with Attachment A-2; and replaced Attachment B, Payment/Compensation, with Attachment B-1; and replaced Attachment C, Budget Schedule(s), with Attachment C-1; and replaced Attachment E, Performance Standards with Attachment E-1; and replaced Attachment F, Federal Award Identification with Attachment F-1; and

**WHEREAS**, on December 2, 2020, the County ~~now desires~~executed the Third Amendment to amend the original Contract and replaced Attachment E-1, Performance Standards with Attachment E-2; and

**WHEREAS**, the County now desires to amend the original Contract to renew the Contract for an additional one-year period effective July 1, 2021 through June 30, 2022; and revise Paragraph 2 of the Contract to reflect the new Contract term; and increase the Contract by the monetary amount of \$801,270 under FY 2021-22 for a total cumulative Contract amount of \$2,393,625; and replace Attachment A-2, Scope of Services, with Attachment A-3; and replace Attachment B-1, Compensation/Payment, with Attachment B-2; and replace Attachment C-1, Budget, with Attachment C-2; and replace Attachment D, Staffing Plan, with Attachment D-1; and replace Attachment E-2, Performance Standards, with Attachment E-3; and replace Attachment F, Federal Award Identification, with Attachment F-1; and

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, both Parties mutually agree to amend as follows:

1. The Contract Term, set forth in paragraph 2 of this Contract, is hereby renewed for the period of July 1, 2021 through June 30, 2022, unless otherwise terminated by the County under the terms of the Contract.
2. The Contract Maximum Obligation, set forth in Paragraph 5 of this Contract, is hereby increased during the renewal period by \$801,270 for a cumulative total amount of \$2,393,625.
3. Attachment A-2, Scope of Services, shall be replaced with Attachment A-3.
4. Attachment B-1, Payment/Compensation, shall be replaced with Attachment B-2.
5. Attachment C-1, Budget, shall be replaced with Attachment C-2.
6. Attachment D, Staffing Plan, shall be replaced with Attachment D-1.
7. Attachment E-~~12~~, Performance Standards, shall be replaced with Attachment E-~~23~~.
- ~~1-8.~~ Attachment F, Federal Award Identification, shall be replaced with Attachment F-1.

Except as otherwise expressly set forth herein, all terms and conditions contained in the original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this ~~Third~~Fourth Amendment on the dates with their respective signatures:

\*Working Wardrobes For A New Start

By: _____	By: _____
Name: _____ (Print)	Name: _____ (Print)
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.

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COUNTY OF ORANGE  
A Political Subdivision of the State of California

By: _____ Dylan Wright, Director OC Community Resources	Dated: _____
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**-APPROVED AS TO FORM**  
**DEPUTY COUNTY COUNSEL**

By: _____ <u>DEPUTY COUNTY COUNSEL</u>	Dated: _____
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## **SCOPE OF SERVICES**

### **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**

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, or have failed to find employment after utilizing services provided through the One-Stop Delivery System. 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 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, Title V of the Older Americans Act, 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. Governance References**

- A. Workforce Innovation and Opportunity Act (WIOA) of 2014
- 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 114-144, enacted April 1, 2016

- J. 20 CFR Part 641 SCSEP: Final Rule, September 1, 2010.
- K. 20 CFR Part 641 SCSEP; Performance Accountability, Final Rule, August 29, 2018.
- L. 2 CFR Part 200, Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Final Rule.
- M. 2 CFR Part 2900, Uniform Administrative, Requirements, Cost Principles and Audit Requirements for Federal Awards Technical Amendments, Department of Labor (DOL).
- N. 20 CFR 678.400 through 20 CFR 678.510.
- O. Jobs for Veterans Act of 2002, Public Law 107-288. [38 U.S.C. 4215]
- P. Age Discrimination in Employment Act of 1967, Public Law 90-202.
- Q. California Healthy Workplaces/Healthy Families Act 2014.
- R. Age Discrimination Act of 1975. [42 U.S.C. 6101 to 6107]
- S. Other CDA PMs, laws, regulations, and guidance pertaining to Title V SCSEP posted on the CDA website.
- T. Any other subsequent TEGLs, memos, bulletins, or similar instructions issued during the term of this Contract by DOL.
- U. Privacy Act of 1974, as amended, 5 U.S.C. § 552a.

#### **4. Orange County One-Stop System**

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.

#### **5. Vision for the One-Stop Centers under WIOA**

WIOA is quality-focused, employer-driven, customer-centered, and tailored to meet the needs of regional economies. It 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.

#### **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, Working Wardrobes is determined to be a: Subrecipient.

### **I. COORDINATION**

#### **A. General Overview**

The Orange County Office on Aging (OoA) has partnered with ~~the Orange County Workforce Development Board (OCWDB) and~~ 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. ~~Effective July 1, 2020, the OoA will be assuming SCSEP program oversight from OCDB.~~

The Orange County One-Stop System is a collaboration of organizations and agencies that are responsible for the administration of workforce development, educational programs, social services and other human services programs and funding streams that provide assistance to participants receiving services.

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 increasing employment, retention, earnings and occupational skill attainment.

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 dually-enrolled WIOA participants.

Subrecipient shall continue to partner and collaborate with One-Stop Career Centers (partner of America's Job Center of California [AJCC] network) and training programs located throughout the County. The Orange County One-Stop System is a collaboration of organizations and agencies that are responsible for the administration of workforce development, educational programs, social services and other human services programs and funding streams that provide assistance to participants receiving services.

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**

### **1. SCSEP**

Services shall be offered countywide. The Working Wardrobes service location(s): 2000 East McFadden Avenue Suite 100, Santa Ana, CA 92705.

## **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 8:00 am to 5:00 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:

<b>County Holidays</b>	
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	

**\*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.**

**Refer to the County of Orange website for dates observed.**

In rare cases, hours of operation may be negotiated to meet the business needs. It is the responsibility of the Subrecipient to develop a procedure to ensure coverage is always available during business hours and for emergencies.

## **B. 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 agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDA. [SCM 3.17.2.A(4)]

## **C. 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. 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. 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.
4. 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.
5. 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.

6. 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.
7. 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
8. Subrecipient must submit a certification of all equipment/property purchased with program funds to OoA at the end of each fiscal year.
9. 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 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.
10. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Subrecipient shall promptly notify OoA.
11. 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.
12. 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.



13. 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.
14. 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.
15. 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
16. 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.
17. Subrecipient 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.
18. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

#### **D. 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) (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. Information assets include (but are not limited to):
  - a) Information collected and/or accessed in the administration of the State programs and services.
  - b) Information stored in any media form, paper or electronic.
2. **Encryption on Portable Computing Devices.** Subrecipient is required to use 128-Bit encryption for PSCI data that is collected under this Contract and stored on portable computing devices (including, but not limited to, 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" 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://aging.ca.gov/Information\\_security](https://aging.ca.gov/Information_security) within thirty (30) days of the start date of the Contract/Agreement, 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 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.

#### **E. 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 (Windows, Microsoft Office, SPARQ 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.

**F. 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, 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, 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 a targeted 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, as outlined in Section V;
- i. Develop relationships with all training providers and partner agencies;
- j. Provide specific guidance in transferable skills for all participants transitioning between industry clusters;
- k. Use Labor Market Information (LMI) to assist job seekers in making informed decisions about job training and career pathways;
- l. Have a comprehensive understanding of LMI trends, demand occupation criteria to enhance placements;
- m. Ensure active job placement no later than when a participant reaches 75% of training completion;
- n. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the participant;
- o. Provide job development and assist participants in job placement.
- p. Provide retention and follow-up services for a twelve (12) month period, with follow-up commencing immediately after employment begins; and
- q. Utilize SPARQ 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.

#### **G. 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:

<b>System</b>	<b>Hardware Required</b>	<b>Software Required</b>	<b>Connectivity</b>
<b>Participant Workstation</b>	<p><b>Processor:</b> PIII or higher</p> <p><b>Memory:</b> 2 GB of RAM or higher</p> <p><b>Display:</b> Super VGA (800 X 600) or higher-resolution video adapter and monitor</p>	<p><b>Operating System:</b></p> <p>Microsoft Windows 7</p> <p>Macintosh OS X v10.4.8 (Panther) or higher</p> <p><b>3rd-Party Software (described after table):</b></p> <p>Meadco ScriptX ActiveX 7.4/ Object<sup>1</sup>/ Microsoft Silverlight 3<sup>2</sup></p> <p>DynamSoft HTML5 Document Scanning</p>	<p><b>Minimum:</b></p> <p>Dedicated broadband or high speed access, 380k or higher</p>
<b>Staff/ Administrator Workstation</b>	<p><b>Processor:</b> PIII or higher</p> <p><b>Memory:</b> 2GB of RAM or higher</p> <p><b>Display:</b> Super VGA (800 X 600) or higher-resolution video adapter and monitor</p>	<p><b>Operating System:</b></p> <p>Microsoft Windows 7</p> <p>Macintosh OS X v10.4.8 (Panther) or higher.</p> <p>JAWS for Windows software for visually impaired access (optional)</p> <p><b>3rd-Party Software (described after table):</b></p> <p>Meadco ScriptX ActiveX 7.4/ Object</p> <p>Microsoft Silverlight 3</p> <p>DynamSoft HTML5 Document Scanning</p>	<p><b>Minimum:</b></p> <p>Dedicated broadband or high speed access, 380Kbps or higher</p>

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;
- 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.

#### H. Website

Updates for the website shall be communicated by Subrecipient to appropriate One-Stop 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.

#### I. 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 Orange County One-Stop System.** 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 [OoACDB](#) logo.
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 printed material and other information at the One-Stop Center(s) shall be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop Center(s) 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, and other communications, which promote WIOA programs or activities, shall include the following specific taglines:  
'This WIOA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.'~~
- ~~7.6.~~ Distributed publications, broadcasts, products and other communications, which promote 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.'



Subrecipient shall include the following tagline on all flyers, notices, web-sites and other communication promoting, advertising and/or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the Subrecipient:

**'If you need special assistance to participate in this \_\_\_\_\_ (meeting, workshop, etc.), call \_\_\_\_\_. Please call 48 hours in advance to allow the One-Stop Center to make reasonable arrangements to ensure accessibility to this \_\_\_\_\_ (meeting, workshop etc.).'**

**8.7.** 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. Updated participant acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish and Vietnamese. [WSD17-01; 17-OCDB-13 and Addendum #3 to 17-OCDB-13; WSD 08-4; 08-OCWDA-17 and Addendum #2 to 08-OCWDA-17; WIOA Sections 181 and 188 and 20 CFR Part 683.285 and 20 CFR Part 683.600].

## **J. 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 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 One-Stop Center 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.

#### **K. 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 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 ~~OCDB Policies~~OoA Policies and State Directives and Information (e.g., ~~OCDB Policy 10-OCWDA-04 and applicable WIOA provisions~~) ~~[final State Directive pending]~~;
  - d. All reporting forms as outlined in Section V of this Exhibit;
  - e. Initial and/or Comprehensive Assessments, as applicable;
  - f. Individual Employment Plan (IEP) documents, including all updates of services provided and completed; Notices
  - g. Completed resume for participants being enrolled into Individualized Career Services;
  - h. Progress reports, time and attendance;
  - i. Signed Employer or Worksite Agreement, timesheets, certificate, and other related documents for On-the-Job Training (OJT) 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 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.

#### **L. 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 ~~the all applicable~~ data collected and make the results available to the Subrecipient.

1. Subrecipient shall communicate to their staff ~~and the staff of the co-located partners~~ 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.

#### **M. 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 ~~OCDB~~-OoA administrative office by July 31, 2020<sup>1</sup>.**
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.

### **III. SERVICE DELIVERY**

Subrecipient shall implement a workforce system structure and governance that reflects the various sectors of the economy. Subrecipient shall provide activities that increase the employment, retention, and earnings of participants, increase occupational skill attainment by participants, and as a result, 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 upon written request.**

### **IV. SPECIAL PROGRAMS**

All programs shall have cross-trained staff available to cover vacancies on all special projects.

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

1. **Program Description:** The SCSEP serves unemployed, low-income persons who are fifty-five (55) years of age and older and who have poor employment prospects by training them in part-time community service assignments and by assisting them in developing skills and experience to facilitate their transition to unsubsidized employment. The SCSEP is part of the Older Americans Act and a partner of the WIOA.

**2. 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 Agreements;
- 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;
- 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. Conduct annual performance evaluations for each SCSEP participant. Document the progress of each participant at the work site. 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;
- ff. 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
- gg. Conduct and document work-site, health and safety evaluations annually.
- hh. 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
- ii. Ensure that there are sufficient staff resources dedicated to this program to meet program obligations and outcomes.
- jj. 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 Agreement Terms and Conditions, which are incorporated herein by reference. —(Terms and Conditions can be accessed at <https://www.aging.ca.gov/ProgramsProviders/AAA/>).

### 3. Deliverables:

- a. **Submit all required SPARQ forms** to capture new enrollments, community service assignments, breaks in service, exits or any participant updates in the system; and

- b. Submit payroll spreadsheet** to OoA administrative office twice monthly, to coincide with your payroll.
- c. Submit Project Quarterly Narrative Progress Reports** to describe project activities, strategic partnerships, accomplishments, challenges, significant issues and resolution, technical assistance, successes, and promising practices.
- d. 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.

#### **4. Eligible Service Population**

- a.** 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 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; or
- h.** Are homeless or at risk for homelessness.  
[OAA § 518(b)] [20 CFR 641.520]

—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)]

### **V. DELIVERABLES**

~~Subrecipient shall submit the reports and data detailed within the Scope of Services and summarized below. Page Section references and timelines for submission are also indicated.~~

#### **A. DELIVERABLES SUMMARY:**

<b><u>II. SERVICE STANDARDS</u></b>	<b><u>Due Date</u></b>
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Verification of all internal monitoring [ <del>p. 7</del> <u>Section II.J.1.d</u> ]	Upon Request
Organizational Chart [ <del>p. 10</del> <u>Section II.M</u> ]	July 11, 2020 <u>2021</u>
<del>III. — SERVICE DELIVERY</del>	<del>Due Date</del>
Internal Policies and Procedures [ <del>p. 11</del> <u>Section III.3</u> ]	August 1, 2021 <u>0</u>
<del>IV. — SPECIAL PROGRAMS</del>	<del>Due Date</del>
SCSEP SPARQ Forms [ <del>p. 12</del> <u>Section IV.A.3.a</u> ]	As specified by OoA policy
SCSEP Payroll Spreadsheet [ <del>Section IV.A.3.bp. 12</del> ]	Twice monthly at payroll
SCSEP In Kind Tracking [ <del>Section IV.A.3.dp.13</del> ]	15 <sup>th</sup> of each month (with invoices)
<del>V. — PERFORMANCE</del>	<del>Due Date</del>
MIS Data Entry [ <del>Section IV.A.2.ddp. 14</del> ]	As specified by OoA policy
Follow-up forms (SCSEP only) [ <del>p. 14</del> ]	As specified by OoA policy
Supplemental Data, as applicable [ <del>p. 14</del> ]	As specified in 'Base Wage' letters
Corrective Action Plans, as applicable [ <del>p. 15</del> <u>Section II.J.1-4</u> ]	As directed by OoA staff
Core Performance Measure Data, as applicable [ <del>Section IV.A.2.</del> ]	As directed by OoA staff
Invoices [ <del>p. 16</del> <u>Section II.J</u> ]	15 <sup>th</sup> of each month
Master Salary Spreadsheet [ <del>p. 16</del> ]	August 15, 2021 <u>0</u>
Detailed line item budget [ <del>p. 16</del> ]	Prior to submission of July invoice
SCSEP Quarterly Narrative Progress Reports [ <del>Section IV.A.2.k</del> ]	Quarterly; on a date as directed by OoA staff



## PAYMENT/COMPENSATION

### WORKING WARDROBES FOR A NEW START SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

July 1, ~~2020~~ 2021 – June 30, ~~2021~~ 2022

#### 1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: ~~\$813,801~~,270 for 12-months (July 1, ~~2020~~ 2021 – June 30, ~~2021~~ 2022) as set forth in Attachment A (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 ~~rests~~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



## BUDGET SCHEDULE

### WORKING WARDROBES FOR A NEW START Senior Community Service Employment Program (SCSEP) Program Year ~~2020~~2021-2122

This total amount to be funded under this Contract for Program Year 2021-22 shall not exceed ~~\$813,270~~\$801,270. Each project description and corresponding budget under this Contract shall be mutually determined and agreed upon by County and Subrecipient. Project descriptions shall be in Attachment A; herein and corresponding project budgets shall be listed in Attachment C herein.

#### ADMINISTRATIVE COST

FY ~~2020~~2021-2122

Total Administrative Costs

\$0

#### PROGRAM COST

Salaries and Benefits

\$688,047

Services and Supplies

~~\$125,223~~113,223

Subtotal Program Cost:

~~\$813,270~~\$801,270

#### TOTAL ANNUAL BUDGET

~~\$813,270~~\$801,270

TOTAL CONTRACT BUDGET:

~~\$813,270~~\$801,270

LEVERAGED RESOURCES/IN-KIND:

\$102,404

- Note: 1. Profit and Administrative Costs are excluded from SCSEP budget, are disallowed under the Contract, and may not be billed, invoiced or charged under the Agreement.**
- 2. Salaries and Benefits includes payments made to program participants as a result of employment through the program.**

Budgets contained in Attachment C-2 of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July ~~2020-2021~~ invoices, a detailed budget must be submitted to the Office on Aging office for approval. Budget templates will be provided by the Office on Aging. Invoices shall be submitted based upon these detailed budgets.

Subrecipient may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request form provided by Contract Administrator. Subrecipient must include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Subrecipient shall obtain written approval of any Budget/Staffing Modification Request(s) from Contract Administrator prior to implementation by Subrecipient.

In support of the monthly invoice, Subrecipient shall submit monthly Expenditure Reports on a form acceptable to, or provided by, the Contract Administrator and will report actual costs.

**STAFFING PLAN**

**Working Wardrobes for A New Start  
Senior Community Service Employment Program (SCSEP)  
July 1, ~~2020~~2021 – June 30, ~~2021~~2022**

<b>Title</b>	<b>FTE*</b>
SCSEP Program Coordinator	1.0 FTE
SCSEP Program Assistant	0.8 FTE
Total:	1.8 FTE

\*FTE = Full-Time Equivalent

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written pre-approval of the County Project Manager.

The County may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval.

## PERFORMANCE STANDARDS

### Senior Community Service Employment Program (SCSEP)

The Performance Standards have been designed to provide the framework wherein the Subrecipient will provide services to participants.

**A. Performance Measures:** Subrecipient shall meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams included in this Contract. Subrecipient must maintain performance standards set for quality and quantity of service. Subrecipient shall work to ensure quality and quantity program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the OoA. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds. Subrecipient may be subject to corrective actions, termination of the contract, or sanctions, including contract suspension and/or withholding of funds, if performance levels agreed to in this Contract, falls below a specified level each month and/or each quarter. The corrective action may include appropriate measures designed to improve the performance of the local area.

**B. Core Performance Measures for this Contract include:**

- a. Community Service** (The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period.)
- b. Percentage of project participants who are in unsubsidized employment during the second quarter after exit from the project.** (The number of participants employed in the second quarter after the exit quarter divided by the number of participants who exited during the reporting period.)
- c. Percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from the project.** (The number of participants who exited during the reporting period who are employed in unsubsidized employment during the fourth quarter after the exit quarter divided by the number of participants who exit during the reporting period.)
- d. The median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the quarter.** (For all participants who exited and are in unsubsidized employment during the second quarter after the exit quarter: The wage that is at the midpoint (of all the wages) between the highest and lowest wage earned in the second quarter after the exit quarter.)
- e. Indicators of effectiveness in serving employers, host agencies, and project participants.** (Effectiveness in serving participants, employers, and their host agencies with their experiences and the services provided.)
- f. Service Level** (The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions.)
- g. Service to Most in Need** (Average number of barriers per participant. The total number of the following characteristics: severe disability, frail, age 75 or older, old enough for but not receiving Social Security Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIOA Title I, and homeless or at risk of homelessness divided by the number of participants who are active on the last day of the reporting period or who exited during the reporting period.)

C. **Submission/Reporting:** Subrecipient shall adhere to procedures for data entry, **timelines** and reporting requirements. Refer to the latest OoA policies, State Information Notices and Directives and subsequent updates for complete information and guidance.

1. Subrecipient shall input data timely into the data reporting system/s, or if applicable, submit paperwork for all participant activities and necessary updates in participant information and activities for input into the data reporting system as defined in. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Contract;
2. Subrecipient shall use the most current templates provided by the OoA. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;
3. Subrecipient shall review and approve all paperwork submitted to the OoA;
4. Subrecipient shall review all available system reports and rosters for any corrections or updates needed to ensure up-to-date information is reflected in the system/s;
5. Subrecipient shall comply with data verification requirements listed in the latest OoA policy and any subsequent updates;
6. Subrecipient shall immediately implement and adhere to future policy revisions and changes or enhancements in procedures and processes pertaining to submission and reporting including data entry and data management.

D. **Follow-up Forms** shall be required for Quarters 1, 2, 3 and 4 following participant exit

1. **Supplemental Income:** 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.

E. **Regional/State Plans and OCWDB Initiatives:** Deliverables, goals and core performance measures pertaining to service delivery shall be met.

F. **Corrective Action Plans:** Performing below any individual performance measure for any quarter shall be subject to the following corrective action:

1. Technical assistance and assessment of the causes of the low performance;
2. Development and implementation of appropriate corrective action plan(s) to ensure contractual compliance;
3. Monitoring of subsequent performance to assess the impact of the corrective action plan(s);
4. Corrective action plans shall include a date for responding to observations, questions, concerns and findings.

Subrecipient's performance is not limited to Common Measures and individual program requirements and performance measurements. Subrecipient is responsible for all commitments made in the RFP application. Subrecipient's performance trends and corrective action plans will be critical to decisions regarding Contract renewal. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or revocation of this Contract.

G. **Accounting and Fiscal Controls**

1. 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 (15<sup>th</sup>) following the month being reported.**

**2. 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;
- 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<sup>9</sup>, 2021<sup>0</sup>.**

**H. Budgets and Budget Modifications**

1. Budgets contained in Attachment C of this Contract are high-level budgets. **Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2021<sup>0</sup> invoices, a detailed line-item budget must be submitted to the County of Orange administrative office for approval.** Budget templates will be provided by the County of Orange. Invoices shall be submitted based upon these detailed budgets

**VI. DELIVERABLES**

Subrecipient shall submit the reports and data detailed ~~within the Attachment A, Scope of Services, and summarized~~ below. ~~Page references and timelines~~ Timelines for submission are also indicated.

**A. DELIVERABLES SUMMARY:**

<b>II. SERVICE STANDARDS</b>	<b>Due Date</b>
Verification of all internal monitoring <del>{p. 7}</del>	Upon Request
Organizational Chart <del>{p. 10}</del>	July 1, <del>2020</del> 2021
<b>III. SERVICE DELIVERY</b>	<b>Due Date</b>
Internal Policies and Procedures <del>{p. 11}</del>	August 1, <del>2020</del> 2021
<b>IV. SPECIAL PROGRAMS</b>	<b>Due Date</b>
SCSEP SPARQ Forms <del>{p. 12}</del>	As specified by OoA policy
SCSEP Payroll Spreadsheet <del>{p. 12}</del>	Twice monthly at payroll



SCSEP In-Kind Tracking <del>[p.13]</del>	15 <sup>th</sup> of each month (with invoices)
<b>V. PERFORMANCE</b>	<b>Due Date</b>
<del>MIS-SPARQ</del> Data Entry <del>[p.14]</del>	As specified by OoA policy
Follow-up forms (SCSEP only) <del>[p.14]</del>	As specified by OoA policy
Supplemental Data, as applicable <del>[p.14]</del>	As specified in 'Base Wage' letters
Corrective Action Plans, as applicable <del>[p.15]</del>	As directed by OoA staff
Core Performance Measure Data, as applicable	As directed by OoA staff
Invoices <del>[p.16]</del>	15 <sup>th</sup> of each month
Master Salary Spreadsheet <del>[p.16]</del>	August 15, <del>2020</del> 2021
Detailed line-item budget <del>[p.16]</del>	Prior to submission of July invoice
SCSEP Quarterly Narrative Progress Reports	Quarterly; on a date as directed by OoA staff
<b>VI. CORE PERFORMANCE MEASURE TARGETS</b>	<b>PY 2020-21 Targets</b>
Service Level <i>Number of individuals served</i>	151.9%
Community Service <i>Hours of community service</i>	78.5%
Most-in-Need <i>Average number of barriers per participant</i>	2.79
Quarter 2 Employment <i>The percentage of project participants who are in unsubsidized employment during the second quarter after exit from the project</i>	28.4%
Quarter 4 Employment <i>The percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from the project</i>	23.5%
Median Earnings <i>The median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project</i>	\$4,118
Customer Satisfaction Surveys <i>Captured as indicators of effectiveness in serving Participants, Host Agencies, and Employers – from surveys</i>	
Participant Satisfaction	86.9%
Host Agency	85.9%
Employer Satisfaction	85.8%

**1. Federal Award Identification**

- A. **Subrecipient Name:** Working Wardrobes
- B. **Subrecipient's Unique Identifier (DUNS):** 041192241
- C. **Federal Award Identification Number (FAIN):** Pending
- D. **Federal Award Date:** ~~2020~~2021-20212022
- E. **Subaward Period of Performance:** July 1, ~~2020~~2021 to June 30, ~~2021~~2022
- F. **Total Amount of Federal Funds Obligated by the Action:** ~~\$779,031~~\$801,270
- G.

CFDA	FAIN	Award Date	Formula Funds	Amount
17.235	Pending	<del>2020</del> <u>2021</u>	Title <del>III-EV</del> - SCSEP	<del>\$194,757.75</del> <u>\$400,635</u>
17.235	Pending	<del>2021</del> <u>2022</u>	Title <del>III-EV</del> - SCSEP	<del>\$584,273.25</del> <u>\$400,635</u>
<b>TOTAL:</b>				<del>\$801,270</del> <u>\$779,031</u>

- H. **Total Amount of Federal Funds Obligated to the Subrecipient:** ~~\$801,270~~\$779,031
- I. **Total Amount of the Federal Award:** ~~\$801,270~~\$779,031
- J. **Federal Award Project Description:** Senior Community Services Employment Program
- K. **Federal Awarding Agency:** Department of Labor
- L. **Name of Pass Through Entity (PTE):** California Department of Aging and County of Orange Office on Aging
- M. **Contact Information for the Awarding Official:** Ericka Danczak, Director (714) 480-6465, [ericka.danczak@occr.ocgov.com](mailto:ericka.danczak@occr.ocgov.com)
- N. **CFDA Number and Name:** CFDA# 17.235 Senior Community Services Employment Program
- O. **Whether Award is R&D:** No
- P. **Indirect Cost Rate for the Federal Award:** 10%