

**AMENDMENT NUMBER ELEVEN
TO
MA-012-22011500
BETWEEN
COUNTY OF ORANGE
AND
MANAGED CAREER SOLUTIONS, SPC
FOR
SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM**

This AMENDMENT 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 (“County”) and Managed Career Solutions, SPC, (“Subrecipient”), with County and Subrecipient sometimes individually referred to as “Party” or collectively referred to as “Parties”.

Recitals

WHEREAS, County and Subrecipient entered into Contract MA-012-22011500 for Senior Community Service Employment Program, effective July 1, 2022, through June 30, 2023, in the Not-to-Exceed Amount of \$801,269, (“Contract”); and,

WHEREAS, on July 26, 2022, the County executed Amendment No. 1 to the original Contract effective July 1, 2022 and increased the Contract by the monetary amount of \$7,298 for a new maximum obligation amount of \$808,567; and replaced Attachment B, Payment/Compensation, with Attachment B-1; and replaced Attachment C, Budget Schedule, with Attachment C-1; and replaced Attachment D, Staffing Plan, with Attachment D-1; and replaced Attachment E, Performance Standards, with Attachment E-1; and replaced Attachment F, Federal Award Identification, with Attachment F-1; and

WHEREAS, Parties executed Amendment No. 2 to amend the original Contract; and made a minor modification to Paragraph 62 of the original Contract; replaced Attachment A, Scope of Services, with Attachment A-1; replaced Attachment B-1, Payment/Compensation, with Attachment B-2; and

WHEREAS, Parties executed Amendment No. 3 to update and replace Attachment C-1 Budget Schedule; and D-1 Staffing Plan; and

WHEREAS, on June 6, 2023, Parties executed Amendment Number Four to renew the original Contract for an additional one-year period, effective July 1, 2023 through June 30, 2024; increased Contract monetary amount by \$808,567 for Fiscal Year 2023-24, with a new cumulative Contract not to exceed amount of \$1,617,134; replaced Attachment B-2, Payment Compensation; replaced C-2, Budget Schedule; replaced D-2, Staffing Plan; replaced E-1, Performance Standards; replaced F-1 Federal Award Identification; and,

WHEREAS, on June 23, 2023, Parties executed Amendment Number Five and replaced Attachment C-3, Budget Schedule for Fiscal Year 22-23; and,

WHEREAS, on September 5, 2023, Parties executed Amendment Number Six and updated some of the Definitions; made minor modifications to Paragraph 46 and Paragraph 49; decreased contract amount by \$1.00 for FY 23-24 for a new Contract amount of \$808,566; with a new cumulative Contract not to exceed amount of \$1,617,133; replaced A-1, Scope of Services; replaced B-3, Payment Compensation; and replaced Attachment C-3, Budget Schedule; and,

WHEREAS, on December 28, 2023, Parties executed Amendment Number Seven to amend original Contract to decrease contract amount by \$5,696 for FY 23-24 for a new Contract amount of \$802,870; with a new cumulative Contract not to exceed amount of \$1,611,437; replaced Attachment B-4, Payment Compensation; replaced Attachment C-4, Budget Schedule; and,

WHEREAS, SER-Jobs for Progress, Inc. – San Joaquin Valley informed County that SER-Jobs for Progress, Inc. – San Joaquin Valley desired to assign the Contract to Subrecipient. Paragraph I. Assignment, of the Contract required County's express written consent to any assignment for the Contract; County, Subrecipient, and SER-Jobs for Progress, Inc. – San Joaquin Valley concurrently entered into an Assignment, Assumption and Consent that assigns the Contract, and all rights, duties, and obligations thereunder from SER-Jobs for Progress, Inc. – San Joaquin Valley to Subrecipient, effective April 1, 2024; and

WHEREAS, On April 9, 2024, Parties executed Amendment Number Eight to replace SER-Jobs for Progress, Inc. – San Joaquin Valley with Subrecipient and updated Subrecipient's name and certain obligations and information within the Contract as outlined; renewed the Contract, effective July 1, 2024 through June 30, 2025; increased the Contract amount by \$802,870 for a new cumulative Contract not to exceed amount of \$2,414,307; replaced Attachment A-2, Scope of Services; replaced Attachment B-5, Payment Compensation; replaced Attachment C-5, Budget; replaced Attachment D-4, Staffing Plan; replaced Attachment E-3, Performance Standards; replaced Attachment F-3, Federal Award Identifications; and replaced Exhibits 1 through 6; and

WHEREAS, on July 1, 2024, Parties executed Amendment Number Nine to decrease Contract amount by \$22,518 for FY 23-24 for a new Contract amount of \$327,482; with no changes to the cumulative contract amount.; replaced Attachment B-6, Payment Compensation; replaced Attachment C-6, Budget; replaced Attachment D-5, Staffing Plan; replaced Attachment F-4, Federal Award Identification; and

WHEREAS, on February 20, 2025, Parties executed Amendment Number Ten to increase the Contract amount by \$32,244 for FY 24-25 for a new Contract amount of \$835,114, for a new cumulative Contract not to exceed amount of \$2,446,551 replace Attachment A-3, Scope of Work; replace Attachment B-7, Payment Compensation; replace Attachment C-7, Budget; replace Attachment D-6, Staffing Plan; replace Attachment E-4, Performance Standards; replace Attachment F-5, Federal Award Identification; and

WHEREAS, Parties desire to correct certain typographical errors; renew Contract for one additional year effective July 1, 2025 through June 30, 2026; increase contract amount by \$835,114 with a new cumulative not to exceed amount of \$3,281,665 replace Attachment B-7, Payment Compensation; replace Attachment C-7, Budget; replace Attachment D-6, Staffing Plan; replace Attachment E-5, Performance Standards; Attachment F-5, Federal Award Identification; and,

NOW THEREFORE, the Parties agree as follows:

- A. Amendment Number Three was voided and not executed.
- B. Eleventh recital in Amendment Number Nine is hereby deleted and replaced with the following:

WHEREAS, on July 1, 2024, Parties executed Amendment Number Nine to decrease Contract amount by \$22,518 for FY 23-24 for a new Contract amount of \$327,482; with no changes to the cumulative contract amount; replaced Attachment B-6, Payment Compensation; replaced Attachment C-6, Budget; replaced Attachment D-5, Staffing Plan; replaced Attachment F-4, Federal Award Identification; and

C. Twelfth recital in Amendment Number Ten is hereby deleted and replaced with the following:

WHEREAS, Parties now desire to increase the Contract amount by \$32,244 for FY 24-25 for a new Contract amount of \$835,114, for a new cumulative Contract not to exceed amount of \$2,446,551 replace Attachment A-3, Scope of Work; replace Attachment B-7, Payment Compensation; replace Attachment C-7, Budget; replace Attachment D-6, Staffing Plan; replace Attachment E-4, Performance Standards; replace Attachment F-5, Federal Award Identification; and

D. Contract is hereby renewed for an additional one-year period, effective July 1, 2025, through June 30, 2026, with a new cumulative Contract not to exceed amount of \$3,281,665.

E. Attachment B-8, Payment Compensation, is hereby replaced with Attachment B-9.

F. Attachment C-8 Budget, is hereby replaced with Attachment C-9.

G. Attachment D-7, Staffing Plan, is hereby replaced with Attachment D-8.

H. Attachment E-5, Performance Standards, is hereby replaced with Attachment E-6.


I. Attachment F-6, Federal Award Identification, is hereby replaced with Attachment F-7.


J. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Number Eleven on the date first above written.

MANAGED CAREER SOLUTIONS, SPC

DocuSigned by:				
	Dr. Philip Starr	Executive Director	4/4/2025	
<small>C93693CAEDBA481...</small>				
Signature	Name	Title	Date	

DocuSigned by:				
	Dr. Esteban Magallanes	President	4/7/2025	
<small>EEF489F979F641C...</small>				
Signature	Name	Title	Date	

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

By: _____


Print

Name: Rita Gore

Title: Deputy Purchasing Agent

Date: _____

APPROVED AS TO FORM:**COUNTY COUNSEL**

By  _____

C1711D9966EE41B...

Deputy

Date 4/7/2025

* If the contracting party is a corporation, (2) two signatures are required:

- one (1) signature by the Chairman of the Board, the President or any Vice President; and
- one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

PAYMENT/COMPENSATION**MANAGED CAREER SOLUTIONS, SPC
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: \$835,114 for the duration of the Senior Community Service Employment Program (SCSEP) beginning July 1, 2025 through June 30, 2026 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, when applicable. 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:

Invoices are to be submitted in arrears for the reimbursement of costs and shall be submitted by following the invoice submission instructions specified below, upon the completion of the services/activities. 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 and/or are not eligible for reimbursement or an allowable cost.

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. In the event cost is disputed and/or disallowed, the County will make partial payment to recoup disputed/disallowed monies in the following billing cycle. If a state or federal agency, or other funding source of this Contract, deems an amount paid under this Contract ineligible or disallowed, demands the County repay amounts previously paid to Subrecipient, or does not fund amounts paid to Subrecipient, Subrecipient shall promptly repay the County for all such amounts. The Subrecipient will reimburse the County for disputed/disallowed monies identified after July 10, 2026 in one lump sum.

Program Invoice(s):

Attachment B-9

OC Community Resources
 Attention: Accounts Payable
 601 N. Ross St. 6th Floor
 Santa Ana, CA 92701
 Or upload the invoice packet to assigned Box.com folder.

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:

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. Rates
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A)
9. Subrecipient's Federal I. D. number
10. Total

The Subrecipient shall use the Invoice Workbook template created and provided by the County in Excel format. Subrecipients are required to enter data in the following tabs within the workbook: Provider Information, Staffing Plan, Transactions, Salaries and Benefits, and Invoice. All transactions and expenditures made during the invoice month will auto populate into the Subrecipient's invoice tab. After the Subrecipient verifies the expenditures on the invoice tab, the Subrecipient must print, sign, and upload the monthly invoice utilizing the links provided within the workbook, invoice tab.

Subrecipient will be required to upload documents during two periods. (1) At the time the invoice is submitted (abbreviated) and (2) After the invoice has been processed (comprehensive). 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.

Subrecipient's invoice(s) must be submitted virtually and uploaded to the links within the invoice tab of Subrecipient's Invoice Workbook provided by the County, for this Contract. Subrecipient shall upload all necessary documents with each invoice including, but not limited to, the required supporting documentation for expenditures reported in the respective month's invoice and monthly data or deliverable reports of services provided within the month invoiced.

Subrecipients will upload comprehensive back-up documentation for monthly expenses after the monthly invoice has been approved utilizing the comprehensive link provided in the workbook, invoice tab.

5. MONTHLY OPERATING COSTS

Payments for monthly work completed shall be made as follows:

Attachment B-9

- 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 County, 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 County. County shall make monthly payments based on Subrecipient's data, invoice(s), and substantiating reports, unless otherwise approved by County.
- 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 11th month invoice and the 12th month close-out invoice. Unsupported or disallowed cost identified in the 11th and 12th month invoices will not be paid.
- C. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the County..
- D. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 2 CFR Part 200.31 and 45 CFR 75.2.
- E. Whenever Subrecipient is not in compliance with any provision of this Contract, County, may withhold payment until such time as Subrecipient comes into compliance.
- F. Any late submission of invoices for the term of this contract will result in a technical assistance finding during program monitoring unless a pre-approved formal extension has been granted by the County. A Corrective Action Plan (CAP) will be required to address this finding.
- G. County Project also reserves the right to refuse and withhold payment to Subrecipient for later disallowed costs; or for any expenditure determined by County, not to be in compliance with this Contract, or unrelated to activities for which this Contract provides, or for any other activities not authorized by this Contract; or for which there is inadequate supporting documentation presented; or for which prior approval was required but was either not requested or not granted. Payment to Subrecipient may be refused until County receives reimbursement from Subrecipient for any Subrecipient outstanding disallowed costs.
- H. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County, provided such payment is approved by the County as described in the following sentence. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the County, or her designee, the County , 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 of this Contract.

Attachment B-9

- Budget revisions initiated by Subrecipient must be limited to no more than three (3) times per program, per Fiscal Year, unless a pre-approved formal approval has been granted by the OC Community Services Director.
- B. All additional budget revision requests initiated by Subrecipient will be denied. Special consideration may be made for extenuating circumstances, but approval is not guaranteed.
- C. Budget revision requests initiated by Subrecipient must be submitted no later than April 30th of each fiscal year unless a pre-approved formal extension has been granted by the OC Community Services.

7. FULL COMPENSATION

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.

8. CLOSE-OUT DEADLINES

- A. The 11th month invoice is due on the 10th 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 12th month close-out invoice is due on the 10th 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 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 10th 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.
- F. County has the authority to adjust and/or short pay the Subrecipient's final invoice to ensure Subrecipient meet the Federally mandated requirement to spend a minimum of seventy-nine percent (79%) of the total federal funding allocation on Participant Wages and Fringe Benefits.

Adjustments will entail deduction from final invoice reimbursement if total YTD expenditures fall over/under the minimum/maximum funding percentages allowed the cost categories listed below:

Participant Wages & Fringe Benefits	79% of total federal funding allocation (minimum spending percentage required)
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Attachment B-9

Program Administration	8% of Subrecipient allocation (max)
Program Other Costs	13% of Subrecipient allocation (max)

- G. The Program Manager will notify the Subrecipient if there is a reduction to final invoice reimbursement, along with the reason for the reduction.

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.

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.
- 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.

BUDGET SCHEDULE

managed career solutions, spc
Title V Senior Community Service Employment Program (SCSEP)
Program Year 2025-26

This total amount to be funded under this Contract for Program Year 2025-26 shall not exceed \$835,114. 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.

<u>ADMINISTRATIVE COST</u>	<u>FY 2025-26</u>
Total Administrative Costs	\$54,005
 <u>PROGRAM COST</u>	
Salaries and Benefits	\$717,109
Services and Supplies	\$64,000
Subtotal Program Cost:	\$835,114
 <u>TOTAL ANNUAL BUDGET</u>	 \$835,114
 TOTAL CONTRACT BUDGET:	 \$835,114
 LEVERAGED RESOURCES/IN-KIND:	 \$106,729

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 of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2025 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.

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.

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.
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.

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.

Financial Management

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).

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 Contract:

1. Personnel Costs – annual full-time effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each fund source. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs.
 - a. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:
 - i. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
 - ii. Be incorporated into the official records of the non-federal entity;
 - iii. Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities;
 - iv. Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a federal award and a non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
 - v. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.
 - b. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.

2. Fringe Benefits.
3. Contractual Costs – subcontract and consultant cost detail.
4. Rent – total cost per program (specify square footage and rate).
5. Supplies – to include items below \$5,000.
6. Property/Equipment – detailed descriptions and unit costs.
7. Travel (In State Travel and Out of State) – mileage reimbursement rate, lodging, per diem and other costs.
8. Staff Training – attendance and cost for necessary training.
9. Other Costs – Facilities and other ordinary and necessary costs specified for each program.
10. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval;
OR
11. Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.

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

Consultant fees are limited to \$710 per day without prior DOL Grant approval.

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.

Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC).

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. [45 CFR 75.2]

2. Subrecipient requesting reimbursement for indirect costs exceeding the maximum ten (10%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

STAFFING PLAN

MANAGED CAREER SOLUTIONS (MCS) SOCIAL PURPOSE CORPORATION
Title V Senior Community Service Employment Program (SCSEP)
July 1, 2025 – June 30, 2026

Title	FTE*
Director of Development	0.01
Program Supervisor	0.15
Payroll Clerk	0.20
Total:	0.36

*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 Measures [20 CFR 641.700(b)]

The Subrecipient shall meet the biennially negotiated performance measures established by the DOL, which include the following core measures:

- 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, veteran or eligible spouse of a veteran, low employment prospects, failed to find employment after using WIOA Title I, homeless or at risk of homelessness, and formerly incarcerated individuals 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 (15th) 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, 2025.

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 2025 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 Scope of Services and summarized below. Page references and timelines for submission are also indicated.

A. DELIVERABLES SUMMARY:

II. SERVICE STANDARDS	Due Date
Detailed line-item budget [Section II.D]	Prior to submission of July invoice
Verification of all internal monitoring [Section II.N.1.d]	Upon Request
Quality Assessment/Review, as applicable [Section II.N.1-4]	As directed by OoA staff
Organizational Chart [Section II.J]	July 1, 2025
Publication and/or Program Material [Section II.M.6]	July 1, 2025
Program Termination & Grievance Policy [Section II.M.7]	July 1, 2025
Emergency Operations Plan [Section II.R.2]	July 1, 2025
III. SERVICE DELIVERY	Due Date
Internal Policies and Procedures [Section III.3]	August 1, 2025
IV. PROGRAM REQUIREMENTS	Due Date
SCSEP GPMS Forms [Section IV.A.3.a]	As directed by OoA staff
SCSEP Payroll Spreadsheet [Section IV.A.3.b]	As directed by OoA staff
SCSEP Quarterly Narrative Progress Reports [Section IV.A.3.c]	Quarterly; on a date as directed by OoA staff

Attachment E-6

SCSEP In-Kind Tracking [Section IV.A.3.d]	15 th of each month (with invoices)
GPMS Data Entry [Section II.M.1; Section IV.A.2.dd; Section IV.A.3.a]	As specified by OoA policy
Follow-up forms and Supplemental Data, as applicable [Section IV.A.2.ee]	As specified by OoA policy and ‘Base Wage’ letters
Core Performance Measure Data, as applicable [Section IV.A.2.r and cc]]	As directed by OoA staff
Invoices [Section IV.A.4]	15 th of each month
Master Salary Spreadsheet [Section IV.A.4.b]	August 15, 2025
CORE PERFORMANCE MEASURE TARGETS	PY 2025-26 Targets
Service Level <i>Number of individuals served</i>	128.9%
Community Service <i>Hours of community service</i>	62.7%
Most-in-Need <i>Average number of barriers per participant</i>	3.02
Quarter 2 Employment <i>The percentage of project participants who are in unsubsidized employment during the second quarter after exit from the project</i>	23.1%
Quarter 4 Employment <i>The percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from the project</i>	21%
Median Earnings <i>The median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project</i>	\$3,524
Customer Satisfaction Surveys <i>Captured as indicators of effectiveness in serving Participants, Host Agencies, and Employers – from surveys</i>	
Participant Satisfaction	84.8%
Host Agency	86.8%

* Core Performance Measure Targets and Program Year Targets: DOL has indicated that it reserves the right to recalculate the goals and targets for the program year after further analysis of the previous program year’s performance data.

ATTACHMENT F-7

FEDERAL AWARD IDENTIFICATION

- A. **Subrecipient Name:** Managed Career Solutions (MCS), Social Purpose Corporation
- B. **Subrecipient's Dun & Bradstreet Number (DUNS):** 614094019
- C. **Subrecipient's SAM Unique Entity Identifier (UEI):** HLNDDL3DN5P1
- D. **Federal Award Identification Number (FAIN):** TBD
- E. **Federal Award Date:** 2025-2026
- F. **Subaward Period of Performance:** July 1, 2025 to June 30, 2026
- G. **Total Amount of Federal Funds Obligated by the Action:** \$835,114
- H.

CFDA	FAIN	Award Date	Formula Funds	Amount
17.235	TBD	2025	Title V - SCSEP	\$417,557
17.235	TBD	2026	Title V -SCSEP	\$417,557
TOTAL:				\$835,114

- I. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$835,114
- J. **Total Amount of the Federal Award:** \$907,732
- K. **Federal Award Project Description:** Senior Community Services Employment Program
- L. **Federal Awarding Agency:** Department of Labor
- M. **Name of Pass-Through Entity (PTE):** California Department of Aging and County of Orange Office on Aging
- N. **Contact Information for the Awarding Official:** Claudia Harris, Director (714) 480-6465, claudia.harris@occr.ocgov.com
- O. **CFDA Number and Name:** CFDA# 17.235 Senior Community Services Employment Program
- P. **Whether Award is R&D:** No
- Q. **Indirect Cost Rate for the Federal Award:** 10