



CONTRACT NO. MA-012-24010662
FY 2024-25

FOR THE PROVISION OF

WORKFORCE INNOVATION AND OPPORUNITY ACT
ONE-STOP OPERATOR SERVICES

BETWEEN

COUNTY OF ORANGE

AND

AMERICA WORKS OF CALIFORNIA, INC.

CFDA#	FAIN#	PROGRAM/SERVICE TITLE	FUNDING AGENCY
17.258	TBD	WIOA Adult Programs	Department of Labor Employment and Training Administration
17.278	TBD	WIOA Dislocated Worker	Department of Labor Employment and Training Administration

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

EXHIBITS

- Exhibit 1 – Drug Free Workplace Certification
- Exhibit 2 – Debarment and Suspension Certificate
- Exhibit 3 – Certification Regarding Lobbying
- Exhibit 4 – Disclosure Form to Report Lobbying
- Exhibit 5 – OC Community Resources Contract Reimbursement Policy
- Exhibit 6 – One-Stop Customer Workflow Chart
- Exhibit 7 – One-Stop Co-Enrollment Participant Flow Chart

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Contract No. MA-012-24010662
FY 2024/25
with
America Works of California, Inc.
for
Workforce Innovation and Opportunity Act (WIOA)
One-Stop Operator Services

This Contract No. MA-012-24010662 for WIOA One-Stop Operator Services (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and America Works of California, Inc., D-U-N-S No. 788624315, a California for-profit corporation), with a place of business at 510 W 6th Street. STE 326, Los Angeles, CA 90014 (hereinafter referred to as “Subrecipient”), with a County and Subrecipient sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

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

Attachment A – Scope of Services
Attachment B – Payment/Compensation
Attachment C – Budget Schedule
Attachment D – Staffing Plan
Attachment E – Federal Award Identification Number
Exhibit 1 – Drug Free Workplace Certification
Exhibit 2 – Debarment and Suspension Certificate
Exhibit 3 – Certification Regarding Lobbying
Exhibit 4 – Disclosure Form to Report Lobbying
Exhibit 5 – OC Community Resources Contract Reimbursement Policy
Exhibit 6 – One-Stop Customer Workflow Chart
Exhibit 7 – One-Stop Co-Enrollment Participant Flow Chart

RECITALS

WHEREAS, Subrecipient responded to a Request for Proposal (RFP) for FY 2024-25 (WIOA) One-Stop Operator Services and was deemed eligible for funding; and

WHEREAS, Subrecipient and County are entering into this cost reimbursement Contract for WIOA One-Stop Operator Services; and

WHEREAS, Subrecipient agrees to provide WIOA One-Stop Operator Services to the County as further set forth in the Scope of Services, attached hereto as Attachment A; and

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

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

WHEREAS, Subrecipient agrees to provide staff set forth in Staffing Plan, attached hereto as Attachment D; and

WHEREAS, Subrecipient received notification of the Federal Award Identification Number, attached hereto as Attachment E; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for WIOA One-Stop Operator Services with the Subrecipient to carry out certain program services and activities for Fiscal Year 2024-2025.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

“Administrator” means the Executive Director, of Orange County Workforce and Economic Development Division (W&EDD), as subdivision within the Orange County Community Services (“OCCS”) department, or designee thereof.

“Contract Administrator” means the designated Manager, a Deputy Purchasing Agent (“DPA”) within the Contract Development and Management (“CDM”) team, who shall administer the contractual responsibilities for this Contract and manage all contractual changes as necessary or reasonable to comply with County Policies.

“County’s Project Manager” means the designated Manager with the County Program Management team who shall administer and monitor the services within this Contract as is necessary or reasonable to comply with County policies.

“Director” means the County Director of the Orange County Community Resources (“OCCR”) department.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

ARTICLES

General Terms and Conditions:

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

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

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Subrecipient shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Subrecipient warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Subrecipient agrees that, in accordance with the more specific requirement contained in Paragraph Z below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Subrecipient without the express written consent of County. Any attempt by Subrecipient to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Subrecipient agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Subrecipient acknowledges that a violation of this provision shall subject Subrecipient to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty, cost, expense or liability of any kind (1) for cause ("Termination for Cause", as defined below), or (2) after 30 days' written notice without cause. Exercise by County of its right to terminate the Contract for cause or without cause shall relieve County of all further compensation, obligation, cost, expense or liability of any kind.
1. Termination for Cause. Termination for Cause shall mean the County's termination of the Contract in the event of:
 - i. A violation of the law or failure to comply in a timely manner with any condition of this Contract;
 - ii. Inadequate program performance;
 - iii. Failure to comply with reporting requirements;
 - iv. Evidence that Subrecipient is in such an unsatisfactory financial condition, as determined by County, as to endanger performance of this Contract, including the loss of other funding sources;
 - v. Delinquency in payment of taxes or the costs of performance of this Contract in the ordinary course of business;

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- vi. Appointment of a trustee, receiver or liquidator for all or a substantial part of Subrecipient's property, or institution of bankruptcy, reorganization, arrangement of liquidation proceedings by or against Subrecipient;
 - vii. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Subrecipient's assets or income;
 - viii. Bankruptcy proceedings of Subrecipient;
 - ix. Finding of Subrecipient's debarment or suspension;
 - x. Material change in Subrecipient's organizational structure;
 - xi. Any breach of the Contract by Subrecipient; and
 - xii. Any misrepresentation, or fraud on the part of the Subrecipient.
2. **Cost to Cover.** In the event of any termination of the Contract, County may proceed with the work for which this Contract provides in any manner deemed proper by County. The cost to County of completing the work for which this Contract provides shall be deducted from any sums due Subrecipient under this Contract but Subrecipient shall not be relieved of liability. Notwithstanding the above, Subrecipient shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Contract by Subrecipient, and County may withhold any payments to Subrecipient until such time as the exact amount of damages due County from Subrecipient is determined.
3. **Return of funds.** Subrecipient agrees that upon expiration or notice of termination of this Contract or dissolution of Subrecipient's entity, Subrecipient shall, immediately upon written demand, return to County all funds paid to Subrecipient by County, which are not payable for goods or services delivered prior to the termination or expiration of this Contract or the dissolution of Subrecipient's entity.

Nothing in this Paragraph K shall preclude the County from exercising its termination rights as set forth in Paragraph BB or under any other provision in the Contract.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Subrecipient:** Subrecipient shall be considered an independent contractor and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Subrecipient warrants all work under this Contract and shall take necessary steps and precautions to perform the work to County's satisfaction. Subrecipient shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Subrecipient under this Contract. Subrecipient shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment,

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materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Subrecipient shall be fully responsible for all work performed by subcontractors.

O. **Insurance Requirements:**

Prior to the provision of services under this Contract, the Subrecipient agrees to carry all required insurance at Subrecipient's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Subrecipient agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

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

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Subrecipient. If Subrecipient is self-insured, Subrecipient will indemnify the County for any and all claims resulting or arising from Subrecipient's services in accordance with the indemnity provision stated in this contract.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

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

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

Coverage

Minimum Limits

Commercial General Liability

\$1,000,000 per occurrence

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	\$2,000,000 aggregate
Automobile Liability including coverage scheduled, non-owned and hired vehicles	\$1,000,000 combined owned or single limit each accident
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or Disease
Network Security & Privacy Liability	\$1,000,000 per claims-made
Sexual Misconduct	\$1,000,000 per occurrence

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

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

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

Required Endorsements

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

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

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

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

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

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

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

If Contractor's Network Security & Privacy Liability is a "Claims-Made" policy, Contractor shall agree to the following:

- 1) The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of contract services.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

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

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

If the Subrecipient fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

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

- P. **Changes:** Subrecipient shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interest:** Subrecipient agrees that if there is a change or transfer in ownership of Subrecipient's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Subrecipient's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

In addition, Subrecipient has the duty to notify the County in writing of any change in the Subrecipient's status with respect to name changes that do not require an assignment of the Contract. The Subrecipient is also obligated to notify the County in writing if the Subrecipient becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Subrecipient's performance under the Contract, as well as any potential conflicts of interest between Subrecipient and County that may arise prior to or during the period of Contract performance. While Subrecipient will be required to provide this information without prompting from the County any time there is a change in Subrecipient's name, conflict of interest or litigation status, Subrecipient must also provide an update to the County of its status in these areas whenever requested by the County.

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

- R. **Force Majeure:** Subrecipient shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Subrecipient gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Subrecipient avails himself of any available remedies.
- S. **Confidentiality:** Subrecipient agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Subrecipient and Subrecipient's staff, agents and employees.
- T. **Compliance with Laws:** Subrecipient represents and warrants that services to be provided under this Contract shall fully comply, at Subrecipient's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations, including, but not limited to those issued by County in its governmental capacity, the laws, regulations, and requirements set forth in Paragraph 68 (Compliance with Law – Contract) of this Contract, and all other laws applicable to the services at the time services are provided to and accepted by County (collectively "laws"). Subrecipient acknowledges that County is relying on Subrecipient to ensure such compliance, and pursuant to the requirements of Paragraph Z below, Subrecipient agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Intentionally left blank**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and

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given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

- Y. **Employee Eligibility Verification:** The Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Subrecipient shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Subrecipient shall retain all such documentation for all covered employees for the period prescribed by the law. The Subrecipient shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Subrecipient or the County or County Indemnitees, any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. **Indemnification:** Subrecipient agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Subrecipient, its agents, employees, affiliates or subcontractors, pursuant to this Contract. If judgment is entered against Subrecipient and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Subrecipient and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Subrecipient agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Subrecipient for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

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

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

- BB. Contingency of Funds:** Subrecipient acknowledges that funding or portions of funding for this Contract may be contingent upon State or Federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or Federal government to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may terminate upon ten (10) days written notice or modify this Contract without penalty.
- CC. Expenditure Limit:** The Subrecipient shall notify the County of Orange assigned Contract Administrator in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a written and approved change to the scope of services to cover those costs has been issued. Board of Supervisor approval may be required.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure (Unknown Services) from Subrecipient as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A (Scope of Services).
2. **Term of Contract:** This Contract shall commence on July 1, 2024 and continue through June 30, 2025 for twelve (12) months, unless otherwise terminated by the County.
3. **Renewal:** This Contract may be renewed for three (3) additional one (1) year terms. Renewals will be at the County's discretion and the County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors. The costs for any renewal periods shall be substantially similar to the initial term of the Contract and continue to be reasonable and necessary for all renewals. In connection with a possible renewal, the County shall have the right to consider Subrecipient's actual expenditures, the units of service, the current cost policy standards, and changes in program requirements, and Subrecipient shall, upon the County's request, promptly provide to the County all documentation related to such items.
4. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
5. **Maximum Obligation:** The total Maximum Obligation of County to the Subrecipient for the cost of services provided in accordance with this Contract is \$2,000,000 with individual Maximum Obligation budgets for each Fiscal Year as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment C (Budget Schedule).
6. **Amendments – Changes/Extra Work:** The Subrecipient shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Subrecipient's concurrence, to make changes at any time without changing the scope or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Subrecipient's ability to deliver services, or the project schedule, the Subrecipient will give County written notice no later than ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Subrecipient was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Subrecipient from proceeding with the work as originally set forth or as previously amended in this Contract.

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

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- a) Terminate the Contract immediately, pursuant to Paragraph K herein;
 - b) Afford the Subrecipient written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Subrecipient for and during the period in which the Subrecipient is in breach; and
 - d) Offset against any monies billed by the Subrecipient but yet unpaid by the County those monies disallowed pursuant to the above.
8. **Conditions Affecting Work:** The Subrecipient shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Subrecipient to do so will not relieve Subrecipient from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.
9. **Civil Rights:** Subrecipient attests that services provided shall be in accordance with Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of either citizenship status or participation in any WIOA Title I – financially assisted program or activity; the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended; which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975 as amended; which prohibits discrimination on the basis of age; Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability. The Subrecipient also assures that, as a Subrecipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Subrecipient’s operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.
10. **Conflict of Interest – Subrecipient’s Personnel:** The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Subrecipient; the Subrecipient’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Subrecipient’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

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

In accordance with WIOA 20 CFR § 683.200 (g)(1)(2) Subrecipient shall ensure that (1) No family is directly supervised by or directly supervises that individual. (2) To the extent that an applicable State or local legal requirement regarding nepotism is more restrictive than this provision, such State or local requirement must be followed.

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

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

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required to provide any additional information, reason or rationale in the event it requires the removal of Subrecipient's Project Manager from providing further services under the Contract.

Subrecipient's Project Manager shall (1) not layoff staff unless and until the County has approved Subrecipient's plan for replacing such personnel in a manner that ensures Subrecipient's continued performance of all obligations under the Contract including, but not limited to, staffing obligations, and (2) give the County ten (10) days written notice of intent to lay off staff and/or dissolve classifications listed and approved in the staffing plan made a part of this Contract as Attachment D (Staffing Plan).

16. **Subrecipient's Personnel – Reference Checks:** The Subrecipient warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Subrecipient's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
17. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Subrecipient in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Subrecipient after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
18. **Licenses:** At its own expense, Subrecipient and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Subrecipient and his/her/its subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.
19. **Disputes – Contract:**
 - A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Subrecipient's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:
 1. The Subrecipient shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 2. The Subrecipient's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Subrecipient shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are

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accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Subrecipient believes the County is liable.

- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Subrecipient agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Subrecipient's failure to diligently proceed shall be considered a material breach of this Contract.
- C. Subrecipient will provide the County the opportunity to cure an alleged material breach. If Parties are unable to successfully resolve the alleged material breach, the Subrecipient will provide the County 180 days to transition contracted services with the intent to terminate the contract.

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

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

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

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

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

21. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, State or Federal government, this Contract may be subjected to unusual usage. The Subrecipient shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Subrecipient shall apply to serving the County's needs regardless of the circumstances. If the Subrecipient is unable to supply the

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goods/services under the terms of the Contract, then the Subrecipient shall provide proof of such disruption and a copy of the invoice for the goods/services from the Subrecipient's supplier(s). Additional mark-up and/or costs increases as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted beyond Subrecipients actual costs, which shall be reasonably mitigated. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Subrecipient shall show both the emergency purchase order number and the Contract number.

22. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Subrecipient shall be complete and shall be carefully checked by the professional(s) identified by the Subrecipient as the Project Manager and/or key personnel attached hereto, prior to submission to the County. Subrecipient agrees that County review is discretionary and Subrecipient shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Subrecipient's reports, files and other written documents, the reports, files or documents will be returned to Subrecipient for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Subrecipient after County approval thereof, County approval of Subrecipient's reports, files or documents shall not be used as a defense by Subrecipient in any action between the County and Subrecipient, and the reports, files or documents will be returned to Subrecipient for correction.
23. **Non-Supplantation of Funds:** Subrecipient shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Subrecipient shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Subrecipient agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.
24. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of County. County's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.
25. **Access and Records:**
 - A. Access. County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Subrecipient's activities, books, documents and papers (including computer records and emails) and to records of Subrecipient's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Subrecipient shall insert this condition in each Contract between Subrecipient and a subcontractor that is approved pursuant to this Contract and shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of

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Subrecipient are kept. Subrecipient shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Administrator which shall be deemed received upon date of sending. In the event Subrecipient does not make the above referenced documents available within the County of Orange, California, Subrecipient agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.

- B. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter for four (4) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
- C. Liability. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract.

26. **Signature in Counterparts:** The Parties agree that separate copies of this Contract and/or electronic signatures and handwritten signatures may be signed by each of the Parties, and this Contract will have the same force and effect as if the Original had been signed by all the Parties.
27. **Reports/Meetings:** The Subrecipient shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in Attachment A (Scope of Services). The County's Project Manager and the Subrecipient's Project Manager will meet on reasonable notice to discuss the Subrecipient's performance and progress under this contract. If requested, the Subrecipient's Project Manager and other project personnel shall attend all meetings. The Subrecipient shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.
28. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Subrecipient without advance written consent of the County. Any attempt by the Subrecipient to subcontract any performance of this Contract without the advance written consent of the County shall be invalid and shall constitute a breach of this Contract.

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

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

Regarding persons with disabilities persons, the Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to provide equal opportunity to disabled persons in employment or in advancement in employment or otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disabilities in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified disabled persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

30. **Gratuities:** The Subrecipient warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Subrecipient or any agent or representative of the Subrecipient to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Subrecipient agreed to supply shall be borne and paid for by the Subrecipient. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
31. **Media Contact/News/Information Release:** The Subrecipient agrees that it will not contact the media/press, discuss this Contract or the related program with the media/press, or issue any news releases in connection with either the award of this Contract, any subsequent amendment of, or any effort/performance under this Contract. All media/press inquiries as they relate to this Contract shall be directed to the County through the County's Program Manager.
32. **Notices:** Any and all notices, request demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-

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person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Subrecipient: America Works of California, Inc.
Attn: Tori Conley
Title: Development Director
Address: 510 W 6th Street, STE 326
Address: Los Angeles, CA 90014
Telephone: 202-599-5627
Email: tconley@americaworks.com

County: County of Orange
OC Community Resources, Workforce & Economic Development Division
Attn: County Project Manager
Address: 1300 S. Grand Ave. Bldg. B, 2nd Floor
Santa Ana, CA 92705-4407
Telephone: 714-480-6475
Email: Francis.Barton@occr.ocgov.com

Assigned DPA: County of Orange
OC Community Resources
Contract Development and Management
Attn: Contract Administrator
Address: 601 N. Ross St., 6th Floor
Santa Ana, CA 92701
Telephone: 714-480-2833
Email: Jennifer.Martinez@occr.ocgov.com

33. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Subrecipient. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Subrecipient without the express written consent of the County.
34. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

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35. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Subrecipient may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Subrecipient. Upon termination County agrees to pay the Subrecipient for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.
36. **Default – Re-Procurement Costs:** In case of Contract breach by Subrecipient, resulting in termination by the County, the County may procure the goods and/or Services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Subrecipient will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

37. **County Branding and Funding Source Identification Requirements:**

Publicity, Literature, Advertisement and Social Media

- A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.
- B. Subrecipient may develop and publish information related to this Contract where all of the following conditions are satisfied:
1. Subrecipient's Project Manager must provide its written approval of the content and publication of the information at least 5 days prior to Subrecipient publishing the information, unless a different timeframe for approval is agreed upon by the Project Manager;
 2. Unless directed otherwise by the County's Project Manager, the information will include a statement that the program, wholly or in part, is funded through County, State and Federal government funds from the WIOA Program; The information does not give the appearance that the County, its officers, employees, or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by Subrecipient, unless approved in writing by the Subrecipient's Project Manager; and,
 3. If Subrecipient uses social media (such as Facebook, Twitter, YouTube

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or other publicly available social media sites) to publish information related to this Contract, Subrecipient shall develop social media policies and procedures and have them available to the County's Project Manager. Subrecipient shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

Program Specific Terms and Conditions:

38. **Debarment:** Subrecipient shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit 2 and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

39. Lobbying Certification:

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

40. **Fraud:** Subrecipient shall immediately report to the County's Project Manager, in writing, all suspected, alleged, or known instances and facts concerning possible fraud, abuse or criminal activity by either Subrecipient or its Subcontractor(s) under this Contract. Subrecipient shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County's Anti-Fraud Program can be accessed through: <https://www.ocgov.com/how-do-i/report/fraud-waste-abuse>.

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

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

42. Fiscal Accountability:

- A. Subrecipient shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Subrecipient's system shall provide fiscal control and accounting procedures that will include the following:
 - 1. Information pertaining to sub-grant and Contract awards, obligations, unobligated balances, assets, expenditures, and income;
 - 2. Effective internal controls to safeguard assets and assure their proper use;
 - 3. A comparison of actual expenditures with budgeted amounts for each sub grant and Contract;
 - 4. Source documentation to support accounting records; and
 - 5. Proper charging of costs and cost allocation.

- B. Subrecipient's Records. Subrecipient's records shall be sufficient to:
 - 1. Permit preparation of required reports;
 - 2. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
 - 3. Permit the tracking of program income earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation; and
 - 4. Permit tracking and reporting of leveraging as required by SB734.

- C. Costs Charged. Cost shall be charged to this Contract only in accordance with the following:
 - a. The WIOA;
 - b. 20 CFR NPRM Part 683;
 - c. State implementing legislation; and
 - d. Requirements of Other Funding Sources

43. Indirect Costs: The County of Orange reserves the right to cap administrative cost at 10%.

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

45. Performance Standards: Subrecipient shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 116 (Performance Accountability System) and 194 (General Program Requirements) of WIOA and applicable regulations contained in Attachment A (Scope of Services). Should the Performance Requirements defined in the Contract between the State of California and the County of Orange be changed, County shall have the right to unilaterally modify this Contract to meet such requirements.

46. Payments:

Subrecipient agrees that any and all funds received under this Contract annually for each respective fiscal year shall be disbursed on or before June 30, and that any and all funds remaining

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as of June 30 annually, which have not been disbursed shall be returned by Subrecipient to County within thirty (30) days of the expiration or earlier termination of the Contract in accordance with Paragraph K of this Contract. No expense of Subrecipient will be reimbursed by County if incurred after June 30 of each fiscal year.

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

- A. Monthly Payments: Beginning August 1, upon receipt and approval by OC Community Resources – OC Community Services of Subrecipient’s invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Subrecipient’s invoice so long as the total payments under this Contract do not exceed the Contract Maximum Obligation.
- B. County Discretion: At the sole discretion of County, payments to Subrecipient may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Subrecipient.
- C. Invoices: Subrecipient shall provide monthly invoices by the 10th day following the month being reported. If the 10th falls on a weekend or holiday, the invoice/data report is due the next business day. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract and in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Subrecipient costs, incorporated herein by reference as Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation has been received and approved by the County. All costs included on invoices must be eligible for reimbursement and allowable costs under WIOA and all applicable laws, regulations, and requirements set forth in Paragraph 68 (Compliance with Law – Contract) of this Contract.

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

47. **Budget Schedule**: Subrecipient agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C (Budget Schedule), and which by this reference is incorporated herein and made a part hereof as if fully set forth. Subrecipient shall ensure all costs incurred under the Contract, and its performance hereunder, shall comply with WIOA and all applicable laws, regulations, and requirements set forth in Paragraph 68 (Compliance with Law – Contract) of this Contract.
48. **Modification of Budget Schedule**: Upon written approval from the Administrator the Contract Administrator shall have the authority to transfer allocated program funds from one category of the overall program Budget Schedule to any other category of the overall Budget Schedule pursuant to a written request submitted by Subrecipient. No such transfer may be made without

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the express prior written approval of County. Subrecipients will be limited to three (3) adjustments per year. Each modification shall be submitted to the County's Project Manager using the Budget Modification forms provided by the Contract Administrator, no later than ten (10) days after the end of the first three quarters of the fiscal year as necessary. The County has the right but not the obligation to make changes to the Budget Schedule at any time. County initiated adjustments will not count towards the three allowed modifications each year.

49. **Annual Audit:** Subrecipient shall arrange for an independent audit to be performed by a Certified Public Accountant, for funds received from County, in accordance with Audit Requirements detailed in Attachment A (Scope of Services).

50. **Non-Discrimination and Compliance Provisions:**

- A. State laws.
- i. Subrecipient shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability.
 - ii. Subrecipient's signature affixed hereon shall constitute a certification, under penalty of perjury under the laws of the State of California, that Subrecipient has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.
 - iii. Subrecipient shall include the nondiscrimination and compliance provisions of this Paragraph 50 "A" in all sub-contracts to perform work under this Contract.
- B. Title VI of Civil Rights Act. Subrecipient hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80](P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which funds are made available under this Contract. Subrecipient hereby gives assurance that it will immediately take any measures necessary to effectuate this Contract.
- C. Title VII of Civil Rights Act. Subrecipient shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law No. 92-261), and with all applicable rules, regulations and orders promulgated pursuant thereto, as now in existence or as hereafter amended.
- D. Disability discrimination. Subrecipient shall comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities

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Act of 1990 (42 U.S.C. 12101 et seq.), and all requirements imposed by the applicable regulations and guidelines issued pursuant to those statutes, including 45 CFR, Part 84.

- E. Addition and future laws. Other current and future federal and state laws prohibiting discrimination on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation.
 - F. Failure to comply. If Subrecipient fails to comply with the requirements of any Sub-Paragraphs of this Paragraph 50, Administrator may withhold payment to Subrecipient and/or terminate this Contract in accordance with Paragraph K.
51. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Subrecipient and/or anyone acting under the supervision of Subrecipient to any person, partnership, company, corporation, or department, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, or other media of any kind, are to be administered only by the County unless otherwise agreed to by both Parties. Nothing herein shall limit Subrecipient's ability to comply with the CPRA, etc., in compliance with the requirements set forth in Paragraph S.
52. **Drug Free Workplace:** Subrecipient hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Subrecipient will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
 - d. Failure to comply with these requirements may result in suspension of payments under

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Contract or termination of Contract or both, and Subrecipient may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

- i. Subrecipient has made false certification, or
- ii. Subrecipient violates the certification by failing to carry out the requirements as noted above.

Subrecipient shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit 1 and incorporated herein by this reference.

53. **D-U-N-S Number and Related Information:** D-U-N-S Number is a unique, 9-digit identifier issued and maintained by the Dun & Bradstreet (D&B) that verifies the existence of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines Federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>.

The D-U-N-S Number must be provided to County at the County's request and prior to the execution of this Contract. Subrecipient shall ensure all D-U-N-S information is up to date and the D-U-N-S number status is "active," with no active exclusions prior to execution of this Contract. If County cannot access the Subrecipient's D-U-N-S information related to this Federal subaward on the Federal Funding Accountability and Transparency Act subaward Reporting system (SAM.GOV) due to errors in the Subrecipient's data entry for its D-U-N-S number, the Subrecipient must immediately update the information as required.

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

54. **Program Income:** County's Maximum Obligation herein shall be reduced by the amount of any program income earned by Subrecipient, from sources other than County, as a result of this Contract or the services provided by Subrecipient pursuant to this Contract.

It shall be the responsibility of Subrecipient to inform the County in writing of any income earned as a result of this Contract.

It is mutually understood that the State or Federal agency responsible for providing the funding for this Contract may designate certain revenue of Subrecipient as Program Income. To be designated as Program Income and therefore, as other than a cost off-set. Subrecipient shall do all of the following:

- A. Submit a plan to the County for use of any all proposed Program Income; and
- B. Set-up and maintain a separate bank account for any proposed Program Income and account for any and all such income received.
- C. Report to County any and all Program Income received no later than thirty (30) days from the date of receipt; record the amount received on Internal financial records; and indicate the amount received on the monthly claim submitted to County.

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County shall then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or Federal agencies for approval.

Subrecipient shall not spend any of the proposed Program Income unless or until such time as County obtains authorization for the use of the Program Income from the responsible State and/or Federal agency and provides Subrecipient with prior written approval for the use of the funds.

County may, in its sole discretion, issue future policy statements and/or instructions with respect to Program Income. Subrecipient shall immediately comply with such policy statements and/or instructions.

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

A. County may at any time, unilaterally, by written notification to Subrecipient, make changes within the general scope of this Contract, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Changes may be made when necessitated by changes in the One-Stop Operator Services operations or performance, the operations or performance of Subrecipient, or changes in applicable statutes, regulations or State of California or Federal mandates or directives, or for other reasons. The Subrecipient shall review the County's written notification, resolve any questions regarding the change, and indicate its understanding of the additional expectation within three (3) business days after receipt of notification. Subrecipient shall perform all such changes promptly but in no event later than ten (10) business days after receiving County's notification unless otherwise directed by the County. Such changes will be memorialized into the Contract through a Contract amendment, as soon as practicable, but shall be effective upon the County's issuance of the notification.

B. Subrecipient and County shall make a good faith effort to reach agreement with respect to changes to the scope, which affect the price of services under the Contract. Subrecipient's protest or failure to agree to the amount of any adjustment to be made as a result of the anticipated amendment shall be a dispute for which an appeal may be made pursuant to this Contract. Notwithstanding the foregoing, the price of services under this Contract shall not be increased except by written amendment of this Contract indicating the new services and price of this Contract if applicable. Until the Parties reach agreement, Subrecipient shall not be obligated to assume increased performance under the anticipated amendment beyond the limitation of funds established within this Contract.

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- C. Subrecipient may request changes in the scope of performance or services under this Contract, by submitting a written request to the County's Project Manager describing the request and its impact on the Scope of Services and Budget Schedule. The County's Project Manager will review the request and respond in writing within ten (10) business days. The County's Project Manager's decision whether to approve the request or request Board of Supervisors' approval shall be final. The Contract Administrator may approve a request that meets all of the following criteria:

- i. It does not materially change the terms of this Contract, and
- ii. It is supported by adequate consideration to County.

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

56. Intellectual Property:

- A. Federal Funding:

In any Contract funded in whole or in part by the Federal government, County may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Contract, except as provided in 37 Code of Federal Regulations Part 401.14. Subrecipient agrees to grant the County, Federal and State governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

- B. Ownership:

- i. Except where County has agreed in a signed writing to accept a license, County shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subrecipient or County and which result directly or indirectly from this Contract.
- ii. For the purposes of this Contract, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by County, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other State, country or jurisdiction.
 - a. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion

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pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

- iii. In the performance of this Contract, Subrecipient may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Contract, Subrecipient may access and utilize certain of County's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Subrecipient shall not use any of County's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of County. Except as otherwise set forth herein, neither the Subrecipient nor County shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Contract, Subrecipient accesses any third-party Intellectual Property that is licensed to County, Subrecipient agrees to abide by all license and confidentiality restrictions applicable to County in the third-party's license Contract.
 - iv. Subrecipient agrees to cooperate with County in establishing or maintaining County's exclusive rights in the Intellectual Property, and in assuring County's sole rights against third parties with respect to the intellectual Property. If the Subrecipient enters into any Contracts or subcontracts with other parties in order to perform this Contract, Subrecipient shall require the terms of the Contract(s) to include all Intellectual Property provisions of Paragraphs Fifty-Six (56)(A) through Fifty-Six (56)(I). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to County all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Subrecipient or County and which result directly or indirectly from this Contract or any subcontract.
 - v. Pursuant to Paragraph Fifty-Six (56)(B)(iv) of the Intellectual Property Provisions of this Contract, the requirement for the Subrecipient to include all Intellectual Property Provisions of Paragraphs Fifty-Six (56)(A) through Fifty-Six (56)(I) of the Intellectual Property Provisions in all contracts and subcontracts it enters into with other parties does not apply to contracts or subcontracts that are for customized and on-the-job training as authorized under 20 CFR WIOA NPRM 680.700-850.
 - vi. Subrecipient further agrees to assist and cooperate with County in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce County's Intellectual Property rights and interests.
- C. Retained Rights/License Rights:
- i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or County and which result directly or indirectly from this Contract, Subrecipient shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this

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Contract. Subrecipient hereby grants to County, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subrecipient's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Contract, unless Subrecipient assigns all rights, title and interest in the Intellectual Property as set forth herein.

- ii. Nothing in this provision shall restrict, limit, or otherwise prevent Subrecipient from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Contract, provided that Subrecipient's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County or third party, or result in a breach or default of any provisions of Paragraphs Fifty-Six (56)(A) through Fifty-Six (56)(I) or result in a breach of any provisions of law relating to confidentiality.

D. Copyright:

- i. Subrecipient agrees that for purposes of copyright law, all works (as defined in Ownership, Paragraph Fifty-Six (56)(B)(ii) of authorship made by or on behalf of Subrecipient in connection with Subrecipient's performance of this Contract shall be deemed "works made for hire." Subrecipient further agrees that the work of each person utilized by Subrecipient in connection with the performance of this Contract will be a "work made for hire," whether that person is an employee of Subrecipient or that person has entered into a contract with Subrecipient to perform the work. Subrecipient shall enter into a written Contract with any such person that (i) all work performed for Subrecipient shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to County to any work product made, conceived, derived from or reduced to practice by Subrecipient or County and which result directly or indirectly from this Contract.
- ii. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Contract that include Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or County and which result directly or indirectly from this Contract may not be reproduced or disseminated without prior written permission from County.

E. Patent Rights:

With respect to inventions made by Subrecipient in the performance of this Contract, which did not result from research and development specifically included in the Contract's Scope of Services, Subrecipient hereby grants to County a license as described under Paragraph Fifty-Six (56)(C) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Contract's Scope of Services, then Subrecipient agrees to assign to County, without additional compensation, all its right, title and interest in and to such inventions and to assist County in securing United States and foreign patents with respect thereto.

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F. Third Party Intellectual Property:

Except as provided herein, Subrecipient agrees that its performance of this Contract shall not be dependent upon or include any Intellectual Property of Subrecipient or third party without first: (i) obtaining County's prior written approval; and (ii) granting to or obtaining for County's, without additional compensation, a license, as described in Paragraph Fifty-Six (56)(C), for any of Subrecipient's or third-party's Intellectual Property in existence prior to the effective date of this Contract. If such a license upon these terms is unattainable, and County determines that the Intellectual Property should be included in or is required for Subrecipient's performance of this Contract, Subrecipient shall obtain a license under terms acceptable to County.

G. Warranties:

- i. Subrecipient represents and warrants that:
 - a. Subrecipient has secured and will secure all rights and licenses necessary for its performance of this Contract.
 - b. Neither Subrecipient's performance of this Contract, nor the exercise by either Party of the rights granted in this Contract, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or County and which result directly or indirectly from this Contract will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any State, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subrecipient.
 - c. Neither Subrecipient's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.
 - d. Subrecipient has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
 - e. Subrecipient has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to County in this Contract.
 - f. Subrecipient has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - g. Subrecipient has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way Subrecipient's performance of this Contract.
- ii. COUNTY MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE

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UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

H. Intellectual Property Indemnity:

- i. Subrecipient shall indemnify, defend and hold harmless County and its licensees and assignees, elected and appointed officials, officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Subrecipient is a party to any pending or threatened litigation, which arise out of or are related to:
 - a. The incorrectness or breach of any of the representations, warranties, covenants or agreements of Subrecipient pertaining to Intellectual Property; or,
 - b. Any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of County's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or County and which result directly or indirectly from this Contract. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Contract. County reserves the right to participate in and/or control, at Subrecipient's expense, any such infringement action brought against County.
- ii. Should any Intellectual Property licensed by the Subrecipient to County under this Contract become the subject of an Intellectual Property infringement claim Subrecipient will exercise its authority reasonably and in good faith to preserve County's right to use the licensed Intellectual Property in accordance with this Contract at no expense to County. County shall have the right to monitor and appear through its own counsel (at Subrecipient's expense) in any such claim or action. In the defense or settlement of the claim, Subrecipient may obtain the right for County to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, County may be entitled to a refund of all monies paid under this Contract, without restriction or limitation of any other rights and remedies available at law or in equity.
- iii. Subrecipient agrees that damages alone would be inadequate to compensate County for breach of any term of these Intellectual Property provisions of Paragraphs Fifty-Six (56)(A) through Fifty-Six (56)(I) by Subrecipient. Subrecipient acknowledges County would suffer irreparable harm in the event of

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such breach and agrees County shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

I. Survival:

The provisions set forth herein shall survive any termination or expiration of this Contract or any Contract schedule.

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

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

58. **Sectarian Activities:** Subrecipient certifies that this Contract does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination.

59. Standards of Conduct:

- A. **General Assurance.** Every reasonable course of action will be taken by Subrecipient in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct.

This Contract will be administered in an impartial manner, free from efforts to attain personal, financial or political gain. Subrecipient, its officers and employees, in administering this Contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

- B. **Employment of Former State or County Employees.** Subrecipient will ensure that any of its employees who were formerly employed by the State of California or County, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Contract, will not be assigned to any part or phase of the activities conducted pursuant to this Contract for a period of not less than two years following the termination of such employment.
- C. **Conducting Business Involving Relatives.** No relative by blood, adoption or marriage of any executive or employee of Subrecipient will receive favorable treatment when considered for enrollment in programs provided by, or employment with Subrecipient.

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- D. Conducting Business Involving Close Personal Friends and Associates. Executives and employees of Subrecipient will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Contract, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for Subrecipient to conduct business with a friend or associate of an executive or employee of Subrecipient or an elected official in the area or a staff person or consultant who is a member or officer of the Board of Directors or other official governing body of Subrecipient, a permanent record of the transaction will be retained.
 - E. Avoidance of Conflict of Economic Interest. No executive or employee of Subrecipient, elected official in the area, or any staff person or consultant who is a member or officer of the Board of Directors or other official governing body of Subrecipient will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Subrecipient or County.
60. **Literature/Publicity:** Any literature distributed by Subrecipient for the purpose of apprising businesses, participants, or the general public of its programs under this Contract shall state that its program, wholly or in part, is funded through County, State and Federal government funds; are supported by the County of Orange and the Orange County Development Board and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."
61. **Participants:**
- A. Eligibility- Only participants who have been determined to meet all federal eligibility requirements to receive training hereunder shall be enrolled by Subrecipient in any occupational training. Determinations that participants meet federal eligibility requirements shall be made by the Orange County Workforce Solutions Center funded by County, and, when applicable, by WIOA One-Stop Operator Services.
 - B. Benefits- Benefits shall be provided to participants in accordance with the standards and requirements set forth in the Act, including Section 181.
 - C. Rights and Privileges- All participants enrolled in courses pursuant to the Contract shall be entitled to all the rights and privileges to which other Subrecipient students are entitled, including, but not limited to, special instruction, use of facilities on Subrecipient's premises such as the libraries and learning centers, counseling, student body activities, and veterans' benefits. Subrecipient's representatives will provide academic counseling for participants and inform them of Subrecipient's services available to them.
 - D. Labor standards- Subrecipient shall adhere to the Labor standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.
62. **Pell Grants/HEA Title IV:** If Subrecipient provides any services under this Contract to applicants for or recipients of Pell Grants or awards pursuant to Title IV of the Higher Education Act, Subrecipient shall cooperate with County's Project Manager in coordinating these grants and awards with WIOA funding in accordance with 20 C.F.R. 663.320 and section 134 (d) of the

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Act. Subrecipient shall inform County's Project Manager in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIOA participant under this Contract.

63. **Policies and Procedures:** Subrecipient shall monitor its program for compliance with the provisions of this Contract. Subrecipient shall also comply with all applicable parts of County's WIOA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from County's Project Manager.
64. **Sweat-free Code of Conduct:** All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the Subrecipient from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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

65. **S.W.A.G:** The Subrecipient and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."
66. **Corporate Status:** All corporate Subrecipients shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue service. The corporate Subrecipient shall maintain the good status standing with the Secretary of State of California throughout the term of this Contract. Any change in corporate status or suspension shall be reported by Subrecipient immediately in writing to County's Project Manager. If Subrecipient fails to maintain good standing or has failed to be in good standing at the time of the effective date of this Contract, County, in addition to all remedies available under the law and this Contract, pursuant to Termination provision of this Contract, terminate this Contract for cause.

Subrecipient, by signing this Contract, does swear under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a federal court which orders the Subrecipient to comply with an order of the National Labor Relations Board.

67. **Equipment:** All computer-related and electronic equipment purchased with funds provided under this Contract or which are furnished to Subrecipient by County shall be considered "Equipment." This includes, but is not limited to laptops, desktop computers, iPads, cell phones, PDAs, cameras, and DVD players. Title to all items of Equipment purchased vests and will

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remain in County, and as such shall be designated by County's Project Manager. The use of such items of Equipment is limited to the performance of this Contract. Upon the termination of this Contract, Subrecipient shall immediately return any items of Equipment to County or its representatives or dispose of them in accordance with the directions of County's Project Manager.

Subrecipient further agrees to the following:

- A. To maintain all items of Equipment in good working order and condition, except for normal wear and tear.
- B. To label all items of Equipment, do periodic inventories as required by County's Project Manager and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by County's Project Manager. All such lists shall be submitted to County's Project Manager within ten (10) days of the request, therefore Inventory lists must be maintained for four (4) years after final disposition of property.
- C. To report in writing to County's Project Manager immediately after discovery, the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted, and a copy of the police report submitted to County's Project Manager.
- D. To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this Contract, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the Parties' interests as they appear.
- E. The purchase of any Equipment by Subrecipient shall be requested by Subrecipient in writing, shall require the prior written approval of the Administrator and shall fulfill the provisions of this Contract which are appropriate and directly related to Subrecipient's service or activity under the terms of this Contract. County may refuse reimbursement for any costs resulting from Equipment purchased, which are incurred by Subrecipient, if prior written approval has not been obtained from County's Project Manager.

68. **Compliance with Law - Contract:** In its performance under this Contract, Subrecipient shall fully comply with the requirements of the following, whether or not otherwise referred to in this Contract:

- A. WIOA and all applicable Federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 CFR WIOA NPRM Parts 676 through 678 and Parts 675, 679 through 687.
 - i. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
 - ii. All mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan (Title 20, California Code of

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- Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be thereafter amended;
- iii. Davis-Bacon Act as supplemented by Department of Labor regulations, <https://www.law.cornell.edu/cfr/text/29/part-5> “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”
 - iv. Copeland “Anti-Kickback” Act
[Copeland "Anti-Kickback" Act | U.S. Department of Labor \(dol.gov\)](#), as supplemented by Department of Labor regulations <https://www.law.cornell.edu/cfr/text/29/part-3>, “Applicants and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”
 - v. Byrd Anti-Lobbying Amendment
<https://www.law.cornell.edu/cfr/text/29/part-93>
 - vi. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act
[http://www.responsiblepurchasing.org/UserFiles/File/Section%206002%20\(CPG\).pdf](http://www.responsiblepurchasing.org/UserFiles/File/Section%206002%20(CPG).pdf)
 - vii. Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 <http://www.presidency.ucsb.edu/ws/?pid=60553> and supplemented by the requirements of 41 CFR Part 60. <https://www.law.cornell.edu/cfr/text/29/part-33>
 - viii. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act
<http://law.justia.com/codes/us/1997/title40/chap5/subchapii/sec328>
 - ix. Compliance with WIOA 20 CFR § 683.200 (g)(1)(2) Subrecipient shall ensure that (1) No individual may be placed in a WIOA employment activity if a member of that person's immediate family is directly supervised by or directly supervises that individual. (2) To the extent that an applicable State or local legal requirement regarding nepotism is more restrictive than this provision, such State or local requirement must be followed.

- B. All applicable State statues, regulations, policies, procedures and directives;
- C. All applicable County policies, procedures and directives;
- D. All applicable local ordinances and requirements, including use permits and licensing;
- E. Court orders applicable to Subrecipient’s operations;
- F. All federal and state guidance and training and employment guidance letters; and
- G. The terms and conditions of this Contract, including Attachments and Exhibits.

Nothing in this Paragraph 68 shall limit Subrecipients obligations or County’s rights or Subrecipient’s obligations under Paragraph T (Compliance with Laws) or under any other provision in the Contract.

69. Other Requirements – Program Confidentiality:

- A. Without prejudice to or limitation of any other Section/Paragraph of this Contract, Subrecipient shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of Federal and State law. However, Subrecipient shall submit to County, the State of California and/or the

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United States government or their representatives, all records requested for administrative purposes, including audits, examinations, monitoring and verification of reports submitted by Subrecipient, costs incurred and services rendered hereunder.

- B. Subrecipient shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to Subrecipient under this Contract to sign an agreement with Subrecipient before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to Subrecipient by County, except as may be required to provide services under this Contract or to those specified in this Contract as having the capacity to audit Subrecipient, and as to the latter, only during such audit. Subrecipient shall provide reports and any other information required by County in the administration of this Contract, and as otherwise permitted by law.
- C. The State of California Information Practices Act of 1977 sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties. The disclosure of information from student records is governed by the Federal Family Educational Rights and Privacy Act (FERPA) and in part by the State of California Education Code and Subrecipient Policies Applying to the Disclosure of Information and Student Records. It is the purpose of these policies to provide reasonable interpretations of those laws and to protect the student's right to privacy. The Federal Family Educational Rights and Privacy Act (FERPA) is a U.S. federal law that protects the privacy of student records. Generally, this law states schools must have written permission from the student in order to release any information from a student's education record.

The Subrecipient shall be guided by the following principles: (1) the release of any personally identifiable student information to any third parties shall be managed in ways that are in compliance with FERPA and (2) the information in the student's file should be disclosed to the student upon request. Therefore, Subrecipient shall procure the written consent from students enrolled through the County allowing Subrecipient to disclose to the participants' employer, County of Orange, State of California, or U.S. Department of Labor student information such as grades, academic disputes and other matters related to a student's status as a student. Such consent shall be obtained materially in the form, titled Family Educational Rights and Privacy Act (FERPA) Authorization to Release Information to a Designated Third Party.

- D. Subrecipient agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Contract.
70. **Contingent Fees:** The Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Subrecipient or bona fide established commercial or selling agencies maintained by the Subrecipient for the purpose of securing business.

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For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Subrecipient.

71. **Transitional Requirements:** One-hundred and eighty (180) days prior to the expiration/cancellation of the term of the Contract, Subrecipient shall provide the County with a plan for transitioning services provided under this Contract to the County, or third party(ies) designated by the County, upon the termination or expiration of the Contract for any reason (“Termination Transition Plan”). Subrecipient’s Termination Transition Plan shall include all details necessary to guide Subrecipient, County, and other third-party vendors through the process of migrating all functions and services previously performed by Subrecipient to the County or its new designee(s) and shall include at least the following elements:

- a. Meets County timeline requirements;
- b. Details specific transition activities to be accomplished;
- c. Assigns responsibility for owning the execution of each transition activity;
- d. Assigns responsibility for all supporting roles for each transition activity;
- e. Includes timelines detailing expected durations for each transition activity;
- f. Is documented and available to all entities associated with providing services under the Contract;
- g. Ensures appropriate subject matter experts are assigned to plan development; and
- h. Identifies termination risks associated with transitioning the services.

The County shall have the right to approve and request modifications to the Termination Transition Plan, and Subrecipient shall make all such modifications in a timely manner.

The Parties acknowledge and agree that County’s operations are dependent on the services provided under this Contract and County’s inability to receive such services may result in irreparable damages to County.

The provisions of this clause shall survive the expiration or termination of this Contract.

72. **Set-Off:** In addition to, and cumulative of, all other remedies at law, in equity or provided under this Contract, County may set off against any and all amounts otherwise payable to Subrecipient pursuant to any of the provisions of this Contract: (A) any and all amounts claimed by County in good faith to be owed by Subrecipient to County pursuant to any of the provisions of this Contract; (B) any and all amounts claimed by County in good faith to be owed by Subrecipient pursuant to any other written agreement between the Parties; and (C) any costs previously invoiced by Subrecipient that (i) have been determined by the County, or applicable California or federal authority, to be disallowed or ineligible under WIOA and/or all applicable laws, regulations, and requirements set forth in Paragraph 68 (Compliance with Law – Contract) of this Contract, and (ii) have not been reimbursed to the County after sixty-days’ notice that such cost is disallowed or ineligible under WIOA. Within forty-five (45) calendar days after any such set-off by County, County shall provide Subrecipient with a written accounting of such set-off and a written statement of the reasons therefore.

73. **No Termination or Suspension of Services (Continued Performance):** Notwithstanding anything to the contrary contained herein, and even if any dispute arises between the Parties or Subrecipient alleges the County's breach of contract, and regardless of whether the Parties require at any time the use of any dispute resolution procedures in Paragraph 19 (Disputes – Contract) or otherwise established by the Parties in writing, or the exercise of Paragraph 72 (Set-Off), in no event nor for any reason shall Subrecipient, during the term of the Contract, suspend or otherwise interrupt the provision of services to the County or under this Contract, interrupt any obligations of or related to a Termination Transition Plan, disable any assets used to provide services, or perform any other action that prevents, impedes, or reduces in any way the provision of services or the County's ability to conduct its activities, unless: (A) authority to do so is granted by the County's Contract Administrator (or his or her designee) in writing or conferred by a court of competent jurisdiction; or, (B) the term of this Contract has expired, or been terminated pursuant to Paragraph K (Termination) hereof and Subrecipient has performed all services required to complete the Termination Transition Plan to the satisfaction of the County, and the Contract Administrator has provided written notice thereof.

Signature Page

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

***AMERICA WORKS OF CALIFORNIA, INC.**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

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

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

COUNTY OF ORANGE
A Political Subdivision of the State of California
COUNTY AUTHORIZED SIGNATURE:

By: _____ Dated: _____

DEPUTY PURCHASING AGENT
OC Community Resources

APPROVED AS TO FORM
Office of the County Counsel

By: _____

Dated: _____

DEPUTY COUNTY COUNSEL



SCOPE OF SERVICES

OC Workforce Solutions Operator Services (One-Stop Operator Services)

The General Program Requirements have been designed to provide the framework wherein the Subrecipient will provide services to participants. The Workforce Investment Act (WIA) was reauthorized on July 22, 2014, as the Workforce Innovation and Opportunity Act (WIOA). WIOA Final Rule, Training and Employment Notices (TENs), Training and Employment Guidance Letters (TEGLs), Employment Development Department (EDD) Directives, and other issued guidance by Federal of State entities, provide guidance for WIOA both statewide and for local workforce investment systems. Subrecipient will provide Title I One-Stop Operator Services (Services) for the Orange County One-Stop System.

A. Governance

1. Subrecipient agrees to comply, remain informed, and deliver services consistent with the provisions of the **U.S. Department of Labor, Employment and Training Administration Workforce Innovation Opportunity Act (WIOA)**, County of Orange Policies, Orange County Local Area's Strategic Four-Year Regional and Local Plans, applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, local, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Contract. Where local policy has not been set, Subrecipient agrees to adhere to state or federal policy, as appropriate.

B. Governance References

1. **Workforce Innovation and Opportunity Act (WIOA)** of 2014 U.S. Department of Labor, Employment and Training Administration, 20 CFR Parts 601,651,652, et al. WIOA Final Rule, U.S. Department of Labor, Employment and Training Administration, 20 CFR Part 676,677and 678 WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; WIOA Final Rule.
2. Information Bulletins, Directives and any other federal and/or state guidance documents pertaining to the WIOA.
3. Actions, directives, and policy and procedures approved by the California Employment Development Department (EDD), County of Orange (County) which includes the Orange County Community Resources (OCCR) and Orange County Community Services (OCCS), Orange County Workforce Development Board (OCWDB), or the Orange County Workforce and Economic Development Division (WEDD) relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements.

C. Orange County Workforce Solutions One-Stop Centers (OC Workforce Solutions Center)

1. Subrecipient agrees to provide management and oversight of the partnership of agencies that comprises the AJCC One-Stop System as described in the WIOA as well as any additional partners identified by the County or the OCWDB.

D. Vision for the OC Workforce Solutions Centers under WIOA

1. 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. WIOA aligns workforce development, education, and economic development programs with regional development strategies to meet the needs of local and regional employers, and provide a comprehensive, accessible, and high-quality workforce development system.

I. Coordination

A. General Overview

1. The WIOA, Pub. L. 113-128, establishes comprehensive legislation that reforms and modernizes the public workforce system. WIOA reaffirms the role of the public workforce system, and brings together and enhances several key employments, education, and training programs. It ensures that the workforce system operates as a comprehensive, integrated and streamlined system to provide pathways to prosperity for those it serves and continuously improves the quality and performance of its services.
2. In Partnership with the OCWDB, the County oversees workforce development activities and establishes programs in response to the workforce needs of Orange County local workforce development area, including labor market information, employment and training services, and business services. The County designs and implements programs and services for businesses, adult job seekers, dislocated workers and young adults, working in close collaboration with education, business, labor, economic development and other stakeholders. Central to the County's ability to provide services is the Orange County Workforce Solutions Centers, a proud partner of America's Job Center of California (AJCC) network and young adult employment and training programs located throughout the county.
3. The OC Workforce Solutions Centers and affiliate locations will continue to serve as the service delivery system for programs funded under the WIOA and its partner programs. The Orange County Workforce Solutions Centers is a collaboration of organizations and agencies that are responsible for the administration of workforce development, educational, social services and other human services programs and funding streams that provide assistance to clients receiving services through the OC Workforce Solutions Centers.
4. Subrecipient shall serve as the OC Workforce Solutions One-Stop Center Operator for the Orange County local workforce development area as outlined within this

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Attachment. Subrecipient shall provide a comprehensive menu of programs and services as required by the WIOA.

5. To comply with the requirements of this Contract, Subrecipient shall deliver workforce development services to the OC Workforce Solutions Centers, identified affiliates and specialized locations as outlined in Section III. The services shall be provided to eligible adults, dislocated workers and other designated special populations.
6. Subrecipient shall conform to all WIOA regulations, directives and policy guidance issued by the DOL, EDD, State, OCWDB and County or authorized designee during the term of this Contract.

II. Service Standards

A. Hours of Operation

1. **Regular Hours of Operation:** All center(s) shall be fully staffed during scheduled hours of operation. Hours of operation shall effectively serve the needs of its clients. Accordingly, the County may require additional evening hours, should it be deemed necessary.

Orange County Workforce Solutions Center – North**	
Monday, Tuesday, Thursday, Friday	8:00 a.m. – 6:00 p.m.*
Wednesday	8:00 a.m. – 8:00 p.m.*
Saturday	9:00 a.m. – 1:00 p.m.
Sunday	Closed

Orange County Workforce Solutions Center – South**	
Monday, Tuesday, Thursday, Friday	9:00 a.m. – 6:00 p.m.
Wednesday	9:00 a.m. – 8:00 p.m.
Saturday	9:00 a.m. – 1:00 p.m.
Sunday	Closed

*8:00 a.m. – 9:00 a.m. EDD services; full center services begin at 9:00 a.m.

**Exception of observed holidays.

2. **Holiday Operation Schedules:** Subrecipient must ensure service delivery is available throughout the holiday seasons. Closures are only authorized on County observed holidays. Subrecipient shall coordinate its holiday schedule with the County to ensure optimal operating hours for the Center and arrangements are made to keep full-service delivery available throughout the year. If the County or Workforce Solutions partners observe a holiday that the Subrecipient does not (i.e., Subrecipient is the only onsite provider), it is the responsibility of the Subrecipient to continue with operations and maintain as many core services available as possible. If the reverse occurs, and the Subrecipient observes a holiday that neither the County nor the OC Workforce Solutions Center partners do, it is still the responsibility of the Subrecipient to ensure the facility is open and accessible to

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partners as well as provide a security guard for the day (if applicable). The following County-observed holidays shall be observed:

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

3. **Telecommuting:** It is expected that services are provided in-person under this Contract. Subrecipient must submit written request with justification and must obtain written approval from the County prior to authorizing any staff to telecommute under this Contract.

B. OC Workforce Solution Center Locations:

- 1) **Orange County Workforce Solutions Center – North**
675 Placentia Ave,
Suites 300 & 330
Brea, CA 92821
- 2) **Orange County Workforce Solutions Center – South**
28202 Cabot Road,
Suites 100 & 140
Laguna Niguel, CA 92677

C. Affiliate and Specialized Locations:

- 1) **Los Alamitos Joint Forces Training Base**
11206 Lexington Drive,
Building 244,
Los Alamitos, CA 90720
- 2) **Manchester Office Building**
301 The City Drive S
Orange, CA 92868
- 3) **Orangewood Foundation**
1575 17th Street,
Santa Ana, CA 92705
- 4) **Theo Lacy Center**
501 The City Drive,
Orange CA 92868
- 5) **Youth Leadership Academy**
3155 W. Justice Center Way,
Orange, CA 92868

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- 6) **Youth Guidance Center**
3030 Hesperian Way,
Santa Ana, CA 92706
 - 7) **Tustin Temporary Emergency Shelter**
2345 Barranca Parkway,
Tustin, CA 92782
 - 8) **Probation Center South County (Verdugo)**
23271 Verdugo Drive,
Laguna Hills, CA 92653
 - 9) **Orange County Workforce Solutions Center Mobile Unit**
(upon request and availability)
1. The County of Orange holds the lease agreements for the two OC Workforce Solutions Centers. Subrecipient shall make all necessary sublease arrangements with co-located partners to secure the co-located partners portion of the infrastructure costs that include but are not limited to lease, security, IT support, high speed data, copier rentals, phone service, and building access control.
 2. Subrecipient shall ensure that the necessary equipment and technical support is available and provided for program services offered at all affiliate locations.
 3. Subrecipient shall ensure all affiliate locations are included in the Hallmark of Excellence report.
 4. In addition to the providing the services described in the Contract and this Attachment A in-person and on-site, Subrecipient shall also make all, or portion of such services available through electronic/virtual means including but not limited to on-line, over the telephone, and through platforms identified by the County, and as directed by the County.
 5. Subrecipient acknowledges and agrees that the County, in its sole and absolute discretion, shall have the right to add, change, or move OC Workforce Solutions Centers, affiliate and other service locations to meet the needs of the County. Subrecipient shall be obligated to provide all services described in the Contract and this Attachment A (Scope of Services), or any portion thereof, including, but not limited to, staff and services at all future locations approved by the County, under the same rates, reimbursement cost structure, and terms stated in the Contract and this Attachment. In the event the County notifies Subrecipient in writing of its intent to change the location for services, within five (5) days after such notice, Subrecipient shall begin working with the County to implement the location change and shall promptly assist the County to prepare an amendment to the Contract memorializing the change.

D. Operator Services

1. Subrecipient must serve as the Operator for all OC Workforce Solutions Centers, and support affiliate and specialized locations. The Subrecipient must be able to provide supervisory staff, including those that require passing background checks, to ensure proper oversight and coordination of services for some of the affiliate and specialized locations.
2. At minimum there must be two Operator staff on-site at each of the OC Workforce Solution Centers during operating hours. 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. To the extent possible, Subrecipient must coordinate schedules with other partners to leverage staff time and limit overtime hours.
4. The OC Workforce Solutions Center – North and the OC Workforce Solutions Center – South currently have a resource area or “resource room” with computer workstations, equipment, and resources dedicated to the efficient and consistent provision of self-service activities. Customers have access to computers, printers, fax machines, copiers, and phones. There should be no limitations or restrictive use on this equipment provided it is being used for appropriate job search activities. Additionally, space for workshops and other small group activities is available.
5. The following services are offered:
 - Wi-Fi connectivity to the internet;
 - Microsoft Office Suite;
 - Email capability;
 - Local area resource directories;
 - Résumé writing and cover letter templates;
 - Career exploration resources;
 - Career and skill self-assessment tools;
 - Career, job, and labor market information;
 - Career planning information; and
 - Information on job search, interviewing and job retention.
6. Subrecipient must supervise the resource room to provide labor market and job information, to address client needs, and provide assistance with operating equipment and software in the resource room. Partner staff may, in part, cover the staffing of the resource room. All staff in the resource room must have the ability to provide basic information on all partner programs participating in the OC Workforce Solutions Centers (including those partners electronically linked and/or physically located outside the Centers).
7. The Subrecipient’s staff is required to attend training on program accessibility for customers with disabilities and access to employment programs and services for the disabled. Special equipment shall be available for those customers who are hearing and seeing impaired. Auxiliary aids and services, including a TTY phone

line, shall be available upon request to individuals with disabilities. The physical layout of the room must meet ADA requirements. Periodic evaluation of the resource area should be conducted to ensure that the ability to provide efficient services is not compromised due to the volume of customers

<https://www.ada.gov/pubs/adastatute08.pdf>

8. The Subrecipient's staff is required to attend and complete any training that pertains/is mandated by the Department of Labor, Employment Development Division and the County.
9. The Subrecipient will cooperate with the County in the 180-day transition process. This may include, but is not limited to, the preparation of a transition plan and cooperation with the County or other providers impacted in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Subrecipient required to be provided to the County either by the terms of the resulting contract or as a matter of law.

E. Declared Emergency Requirements

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

III. Program Service Expectations

A. Subrecipient's Role

1. The Operator will work closely with the County staff to effectively implement an integrated system for businesses and job seekers. The Operator shall ensure:
2. The OC Workforce Solutions Centers deliver quality and timely career services to job seekers and business customers;
3. The OC Workforce Solutions Centers provide information and access to training services;
4. The OC Workforce Solutions Centers provide trainings and basic services as identified by the County. Any basic services or trainings offered in the OC

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Workforce Solutions Centers by the One-Stop operator staff or partners must receive prior approval by the County.

5. The OC Workforce Solutions Centers provide information and access to programs and activities carried out by partners as described in the applicable Memoranda of Understanding and the Operating Agreements;
6. All center services and outreach materials are compliant with the Americans with Disabilities Act (ADA) and Equal Employment Opportunity (EEO) guidelines; and
7. High levels of accountability, cost-efficiency, and innovation to maximize resources and customer satisfaction.
8. Its performance of all services complies with WIOA, California, County, and EDD laws, regulations, and other requirements.

B. Responsibilities

1. The Operator is responsible for implementing and managing the AJCC One-Stop system under policies and guidelines established by the County, EDD and the DOL.
2. Each OC Workforce Solutions Center shall hold or participate in partner meetings to encourage communication among partners, leverage resources, discuss the effectiveness of the Center, and create strategies to serve all customers more effectively. In coordination with County staff, meetings with staff from co-located partners shall occur on a monthly basis. The outcomes of the stakeholder meetings shall be reported in the appropriate monthly report.

C. Site Operations and Functional Management

1. At a minimum, the Operator will do the following:
 - 1) Operate the OC Workforce Solutions Centers and support the affiliate and specialized locations as defined in WIOA legislation in a manner that is professional and inviting in appearance, with clear customer flow and courteous, professional staff, serving the range of customers – from those customers with barriers to full-time employment, to youth, to individuals with established education and skills. In accordance with, but not limited to EDD guidelines, OCWDB Policies, Federal and State Regulations, and County Directives.
 - 2) Provide supervisory staff at affiliate and specialized service locations, as needed or requested (some locations may require staff to pass background screenings). This is to facilitate oversight and coordination at affiliate locations as needed.
 - 3) Reporting to the County on all operations, performance, and continuous improvement recommendations.
 - 4) Obtain and maintain AJCC One-Stop Certification and Hallmark of Excellence.
 - 5) Procure and maintain all equipment and service contracts necessary for the operation of the centers including but not limited to IT services,

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desk phones, high speed internet, alarm systems, onsite security (Brea only), security cameras, printers/copiers/scanners, annual fire system inspections, translation services, and necessary computer software licensing. Ensure all goods or services are procured following the Procurement Policy as outlined in section F.16.

- 6) Cooperate with the OC Workforce Solutions Center partners and the County to ensure the OC Workforce Solutions Centers remain in compliance with ADA requirements.
- 7) Maintain operations to ensure and exceed State Center certification requirements as required in current or future state, federal, and the County guidelines. Manage expenses for service provider sites including, but not limited to, internet service, utilities, furniture, technology, lease, security guards, signage, communications, tech support, interpreter, etc.
- 8) Manage and support basic services for individuals, jobseekers, employers, and businesses (to include training, job fairs and hiring events); basic services including, but not limited to, orientations, trainings, labor market information, and resource rooms use.
- 9) Ensure the resource area in each OC Workforce Solutions Center are adequately staffed to serve the public.
- 10) Coordinate and manage data entry into the CalJOBS system and VOS Greeter.
- 11) Establish and maintain a Limited English Proficiency Plan, including services for individuals with a hearing impairment. The plan shall include on-site and over the telephone interpreter services. Ensure the availability of printed materials in languages other than English, as outlined in the County's Language Access Policy: The County of Orange (County) is committed to meeting the diverse language needs of its members of the public regardless of their level of English proficiency. Accordingly, the County will endeavor to publish health, public safety, and other critical programs and services information translated into the most Prevalent Languages spoken in the County as determined by the most recent United States Census.
- 12) Maintain hours convenient to customers and appropriate to the number of customer visits to include extended hours as necessary – especially access through the use of the internet for selected evenings.
- 13) Maintain available meeting and training spaces for the OC Workforce Solutions Centers. Manage calendars for meeting spaces and assist the County and co-located partners with room reservations. Manage and coordinate training room schedules/monthly calendars.
- 14) Provide daily oversight of the OC Workforce Solutions System Infrastructure. Section 121(b)(1)(B) of WIOA and 20 CFR 678.400 required programs and Workforce Solutions partners, including

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responsibilities defined in a Memorandum(s) of Understanding (MOU) among partners. Cooperate with County and EDD on property management to assure space is available for partner services per MOU/Infrastructure agreement between the Operator, the partners and the County. The County will prepare, and the Operator will issue sublease agreements to co-located partners detailing use of space, cubical/office assignments, and use of shared spaces. The OC Workforce Solutions Center's shared costs include, but are not limited to, the following: IT/Technology support, telephones, internet, resource room equipment, fax machines, copiers, scanners, language/interpreter service, security guard services, janitorial services, and other operations and facility costs.

- 15) Answer all in-coming calls and assist customers with their inquiries using effective communication and listening skills in order to understand and assess customer needs. Follows scripted dialogue to ensure quality and maintain high accuracy rates, and exhibits cultural sensitivity, objectivity, and effective communication skills; answers questions, provides information and education on programs and services, and responds to requests for agency specific programs.
- 16) Perform research, analysis, and review of a variety of resource materials and a thorough understanding of policies, procedures, terminology, and various applicable regulations in order to obtain necessary data. Answers questions that involve searching for and abstracting technical data and detailed explanations of regulations, policies or procedures and refers to immediate supervisor only matters requiring policy decisions.
- 17) May compile a variety of narrative and statistical reports by locating sources of information, devising forms to secure data, and determining proper format for finished report.
- 18) May update customer information and forward requested paperwork to client; follows standard procedures to ensure consistency and accuracy, and facilitates the conversation by soliciting needed information, clarifying responses, and addressing concerns.
- 19) Manage customer inquiries with consistency, accuracy, and professionalism; displays excellent customer service skills while providing program knowledge.
- 20) Contribute to shared cost for Operator staff workspaces in each OC Workforce Solution Center and affiliate location(s).
- 21) Disclose any potential conflicts of interest arising from the relationships of the Operator with training service providers or other service providers, including but not limited to, career services providers.

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- 22) The County reserves the right to relocate the OC Workforce Solutions Center(s), affiliate, and satellite locations at its discretion but will include the chosen Operator in the process. The Operator will also assist the County in creating the Memorandum of Understanding (MOU) that governs how the partners will make services available at the AJCC and identify any shared services the partners will provide.
 - 23) Coordinate services and refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services, and Orange County Local and Regional Plans.
 - 24) Provide oversight of the OC Workforce Solutions Centers equipment and make a recommendation to the County that support technology advancements that achieve integration and expanded service offerings in the One-Stop system. Ensure the accessibility and user-friendliness of all technology used in delivering services. This includes implementing machine-readable forms and adhering to modern accessibility standards, such as Section 508 Standards (36 CFR part 1194) and the Worldwide Web Consortium's Web Content Accessibility Guidance 2.0. Additionally, the subrecipient shall provide virtual services to help expand the client's customer base and enable self-service options. The Subrecipient will at a minimum, conduct annual equipment and supply inventory and maintain accurate property and inventory document.
 - 25) Conducting community outreach to all target populations and communities- with use, and promotion of the AJCC One-Stop system brand, logo, and tagline for the workforce system, including using the name and logo on all paper and electronic media pursuant to County direction, policies, review, and approval.
2. With the exception of Native American programs established under WIOA sec. 166, all One- Stop partner programs including all programs that are funded under Title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760.

While Native American programs are not required to contribute to infrastructure costs per WIOA 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in Training and Employment Guidance Letters (TEGL) 17-16.

D. Workforce Services for Specialized Populations

1. WIOA encourages workforce services targeted to persons with disabilities and individuals with barriers to employment, including individuals who receive public assistance or are otherwise low income and/or basic skills deficient. The Operator

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shall ensure that outreach, marketing efforts, and services shall include efforts to encourage the use of the One-Stop System to groups that need employment and training services to become more skilled and employable in the path to financial self-sufficiency.

The WIOA defines an “individual with a barrier to employment” as a member of one or more of the following populations:

- a. Displaced Homemakers;
- b. Low-Income Individuals;
- c. American Indians, Alaska Natives, and Native Hawaiians;
- d. Individuals with disabilities, including youth who are individuals with disabilities;
- e. Older individuals;
- f. Ex-Offenders;
- g. Homeless Individuals;
- h. Youth who are in or have aged out of the foster care system;
- i. Individuals who are English language learners and individuals who have low levels of literacy, and individuals facing substantial cultural barriers;
- j. Eligible migrant and seasonal farmworkers;
- k. Individuals within 2 years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act;
- l. Single parents (including single pregnant women); and
- m. Long term unemployed individuals.

E. Customer Flow and Referrals

1. The County expects the highest quality of customer support delivered in an efficient, sensitive, and professional manner commensurate with each individual’s needs.
2. All OC Workforce Solutions Center customers shall have access to and be encouraged to utilize Basic Services. Customers who enter the OC Workforce Solutions Center to receive assistance with an unemployment insurance claim or any other service offered by the OC Workforce Solutions Center partners are to be encouraged to take advantage of other services at the OC Workforce Solutions Center. Certain collected demographic information such as education level and length of unemployment may indicate that a customer could benefit from more individualized attention. Those customers without a high school diploma or high school equivalency, those unemployed, and customers who did not meet the requirements for the desired position with a company shall be encouraged to speak to a WIOA Title I case manager about additional services such as WIOA case management as soon as possible.
3. In addition, any customer who requests additional, individualized services should have the opportunity to speak to a WIOA Title I staff member about receiving WIOA case management and other services. Customers who self-identify or are

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listed in the WIOA case management database as certified Trade Adjustment Assistance (TAA) participants should speak to a WIOA case manager for any Reemployment and Eligibility Assessment (REA) or Worker Profiling and Reemployment Services.

4. Operator's staff shall use and provide services according to, the OC Workforce Solutions Customer Workflow Chart (Exhibit 6) and Workforce Solutions Co-Enrollment Participant Flow Chart (Exhibit 7).

F. Workforce Solutions Center Training and Skills Assessment Coordination

The Subrecipient shall ensure that workforce development training and skills assessment are offered daily throughout the OC Workforce Solutions Centers. The type of training that must be offered in the OC Workforce Solutions Center shall include, but not be limited to, the following:

1. Skills Assessments – Subrecipient is responsible for administering the Test of Adult Basic Education (TABE), Comprehensive Adult Student Assessment Systems (CASAS), Basic English Skills Test (BEST), or Massachusetts Adult Proficiency Test (MAPT) objectively assess the academic levels of each participant. The County of Orange reserves the right to designate a skills assessment tool that the operator must utilize.
2. Training Services – Training services shall be designed to equip individuals to enter the workforce and retain employment. Training activities are reserved for individuals who are unable to obtain/retain employment without training in a specific skill set or demand occupation. No WIOA client may be referred to training or education without first having been assessed by an OC Workforce Solutions Partner. The Subrecipient shall ensure the following training services are available in the OC Workforce Solutions Centers:
3. Occupational skills training - an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. To include, but not limited to:
 - 1) Career Pathways Training;
 - 2) Microsoft Office (Word, Excel, Outlook) beginner, intermediate, and advanced levels;
 - 3) Professional Certification Programs (e.g., Grow with Google)
 - 4) Basic Computer Skills; and
 - 5) 21 Century Soft Skills.
4. Entrepreneurial training – a series of training or workshops that provide the basics of starting and operating a small business.
 - 1) Training shall develop the skills associated with entrepreneurship. Skills must include but are not limited to, the ability to:
 - Take initiative;
 - Creatively seek out and identify business opportunities;

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- Develop budgets and forecast resource needs;
 - Understand various options for acquiring capital and the trade-offs associated with each option; and
 - Communicate effectively and market oneself and one's ideas.
5. Approaches to teaching entrepreneurial skills include, but are not limited to, the following:
- 1) Entrepreneurship education introduces the values and basics of starting and running a business. Entrepreneurship education programs often guide individuals through the development of a business plan and may also include simulations of business start-up and operation.
 - 2) Enterprise development provides support and services that incubate and help individuals develop their own business. The enterprise development program goes beyond entrepreneurship education by helping participants access small loans or grants that are needed to begin business operation and by providing more individualized attention to the development of viable business ideas.
 - 3) Experiential programs provide individuals with experiences in the day-to-day operation of a business. These programs may involve the development of a participant-run business where participants in the program work in and manage. Or they may facilitate placement in apprentice or internship positions with entrepreneurs in the community.
6. Job readiness training - training a participant receives in order to prepare them to seek, obtain, and retain employment. Training and/or instruction shall include the following:
- 1) Preparing a resume or job application
 - 2) Preparing a cover and thank you letters
 - 3) Work-focused career exploration
 - 4) Training in interviewing skills
 - 5) Training in effective job seeking
 - 6) Instruction in workplace expectations
 - Behavior on the job
 - Getting along with co-workers/boss
 - Being reliable and on-time
 - Filling out paperwork (for example, completing time sheets)
 - 7) Appropriate work attire
7. Adult education and literacy – training that assists adults with developing the basic skills they need for employment such as English language proficiency (reading and writing), math, and basic problem-solving skills. Training shall also be provided to assist adults with obtaining a high school diploma or a general education diploma (GED).
8. Financial literacy – training that is designed to increase economic self-sufficiency. Training shall include the following elements:
- 1) A proven curriculum that supports the ability of participants to create household budgets, initiate savings plans, and make informed financial

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- decisions about education, retirement, home ownership, wealth building, or other savings goals;
- 2) A proven curriculum that supports the ability of a participant to manage spending, credit, and debt, including credit card debt, effectively;
 - 3) Activities that increase the participant's awareness of the availability and significance of credit reports and credit scores in obtaining credit, including determining their accuracy (and how to correct inaccuracies in the reports and scores), and their effect on credit terms;
 - 4) A proven curriculum that supports the participant's ability to understand, evaluate, and compare financial products, services, and opportunities; and
 - 5) Activities that address the particular financial literacy needs of non-English speakers, including providing support through the development and distribution of multilingual financial literacy and education materials.
9. The Subrecipient shall coordinate training based on the OC Workforce Solutions Centers partner-participant needs and training availability. A monthly training calendar shall be created and distributed. Training must be provided by qualified trainers who are certified instructors for the specific area. Curriculum and training models must incorporate demonstrated use of skills learned and developed competencies for purposes of measurable skills gain, etc. The Operator shall ensure that customer and OC Workforce Solutions Center partner surveys are provided for each training to ensure customer satisfaction and support continuous improvement.
10. The Subrecipient shall be responsible for ensuring that no less than 30%-50% of the Adult and Dislocated Worker funding received shall be used for training services are spent on providing eligible WIOA participants training in accordance with Unemployment Insurance Code Section 14211. The Subrecipient must provide documentation to support all costs associated with providing training and coordinating training activities through the AJCC One-Stop System.

G. Partner Collaboration

In accordance with WIOA, the Operator will be responsible for establishing and managing relationships and collaborations between the required and non-required One-Stop Partners. Operator will also be responsible for ensuring the OC Workforce Solution Centers are maximized with all mandatory co-located partners present and/or be working to do so. For more detail on required partners and nonrequired partners, please refer to WIOA Section 121(b)(1).

1. Responsibilities and duties required of the Subrecipient will include the following:
 - a. Implement and monitor the negotiated One-Stop Partner MOU, consistent with WIOA and its implementing regulations, concerning the operation of OC Workforce Solutions Centers.

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- b. Act as an intermediary and facilitate collaboration and communication among OC Workforce Solutions Center partners.
- c. Attend meetings and events related to the operation and administration of Centers, including but not limited, to partner meetings, board meetings, committee meetings, and other gatherings.
- d. Convene and facilitate regular monthly meetings of partner agencies to review Workforce Solutions Center(s) operations, performance and progress toward shared vision and goals.
- e. Collaborate with OC Workforce Solutions Center partners to cross-train staff on programs and services available through the OC Workforce Solutions system.
- f. Convene and facilitate regular quarterly meetings with Workforce Solutions System Stakeholders to review Workforce Solutions Center(s) operations, performance, system surveys and develop continuous improvement plan(s).
- g. Identify strategies to leverage strengths, address challenges and advance opportunities among the OC Workforce Solutions Center(s) partner program.

H. OC Workforce Solutions Center Operations Staffing Plan

In performing the OC Workforce Solutions Center Services, the Subrecipient will employ the following key positions. The awarded amount must fully support and manage all service providers with no more than eleven (11) staff positions (7 full-time and 4 part-time). Brief position descriptions are provided below; however, the Subrecipient may propose reasonable adjustments, if the number and basic structure of the positions remain intact. The Subrecipient must employ highly qualified and professional staff at all levels throughout the duration of the contract. To the fullest extent possible, Subrecipient will post and make Subrecipient's job opportunities available to Workforce Solutions Center's clients to apply for if qualified. In addition, the Subrecipient will give the County a minimum of fourteen (14) days written notice of intent to terminate staff (except in extreme cases or emergencies notwithstanding), and work with the County to develop a seamless transition process for off and on boarding to minimize interruption and/or disruption to services.

1. **OC Workforce Solutions Operator (Manager)** (1 Full-Time Equivalent (FTE)):
This position will oversee all Operator services described in this Scope of Work. The Operator will directly facilitate partner collaboration, general operations and functional management of OC Workforce Solutions Centers, as well as strategic planning and implementation for Operator services, in close partnership with the County. The Operator must ensure the effective administration of day-to-day operations at the OC Workforce Solutions Centers and affiliate locations in support of all participating Workforce Solutions Centers partner agencies. The

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Operator shall provide operational and functional guidance to all OC Workforce Solutions Center staff members, as well as technical support for implementation of OC Workforce Solutions Center policies and procedures; ensuring OC Workforce Solutions Center staff have the knowledge and training to effectively participate in the OC Workforce Solutions Centers; the Operator must have foundational understanding of all OC Workforce Solutions Center partner functions and services and shall be able to assist and/or mentor where needed. The operator shall assist in developing and implementing goals and objectives; and oversee scheduling of common OC Workforce Solutions Center events, workshops, and other activities. The utilization of a staffing agency to fill the Manager position is not recommended. If there is a need to utilize a staffing agency, the subrecipient must submit a written request with justification and must obtain written approval from the County prior to authorization.

2. **OC Workforce Solutions Supervisor/Trainer (Supervisor/Trainer)** (no less than 2 FTEs; one for each OC Workforce Solutions Center): This position will provide supervisory oversight of operations at the OC Workforce Solutions Centers where and when the OC Workforce Solutions Operator is not available to provide oversight. They will provide supervisory coverage for the OC Workforce Solutions Operator during the Operator's breaks and time off. When the OC Workforce Solutions Operator is providing supervision, the OC Workforce Solutions Supervisor is expected to assist in providing services. In addition to general supervision, the supervisor/trainer position(s) are responsible for all onsite and online workshops, classes and training. Duties include but are not limited to scheduling workshops with OC Workforce Solutions Partners, Business, community-based organizations, developing curriculum, ensuring workshops are posted on the CalJOBS System, website, and in the OC Workforce Solutions Centers. Facilitating the County designated curriculum for WIOA orientation, soft skills training, FDIC financial literacy, vocational training for individuals with disabilities, American College Test (ACT) Work-ready Curriculum, etc. The OC Workforce Solutions Supervisor/Trainer shall ensure training materials are prepared and made available to participants and/or training facilitators, marketing of workshops, conducting staff training for all function areas, coordinating and conducting networking groups, assisting with job fairs, hiring events and other duties as assigned. In addition, they must be able to perform the duties of the Customer Service Representative. The utilization of a staffing agency to fill the Supervisor/Trainer position is not recommended. If there is a need to utilize a staffing agency, the subrecipient must submit a written request with justification and must obtain written approval from the County prior to authorization.
3. **Customer Service Representative (CSR)** (no more than 6 FT Equivalents (4 full-time CSRs and 4 part-time CSRs): The CSR may be either part-time or full-time and is the frontline staff person-welcoming and greeting individuals who

seek to use the services of the Workforce Solutions Centers. CSRs are responsible for maintaining the front desk of the facility, helping receive and direct walk-in customers, answering phones, and assisting individuals with access to basic resources of the Career Resource Center (CRC). The CSR will supervise and assist jobseekers using the resource room. Ensure participants are checking in and entering the required information into the VOS Greater system. They are also required to maintain a working knowledge of workforce services, OC Workforce Solutions partner agencies, community providers for basic needs referrals (i.e., childcare, shelters, food, counseling transportation), other related workforce development programs to help triage customers, promote services and ensure connection to appropriate services. CSRs report directly to the Manager. As a vital frontline staff, CSRs must have excellent customer service skills and conflict management abilities.

I. Comprehensive American Job Center of California Certification & Hallmark of Excellence

The Subrecipient will ensure adherence of all OC Workforce Solutions Center operations and activities to the standards of EDD Directive WSD16-14, WSD16-20, Local Workforce Delivery System Orange County One-Stop AJCC Certification and Continuous Improvement, regardless of whether the County is undergoing the official certification process, as defined by WSD16-20 Certification Process for Comprehensive AJCCs, WSDD-192 Certification Process For Affiliate and Specialized AJCCs, USDOL TEGL 4-15 Vision for the One-Stop Delivery System Under the WIOA, and USDOL TEGL 16-16, One-Stop Operations Guidance for the American Job Center Network. EDD Directives and USDOL TEGLs establishes criteria for the One-Stop Center(s) effectiveness, physical and programmatic accessibility in accordance with WIOA Sec. 188, if applicable, and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et. Seq.), service integration, and the continuous improvement of the One-Stop Centers and each center under its purview.

J. Cross-Training and Professional Development

The Subrecipient must ensure that staff of all participating Workforce Solutions Center partner agencies have access to training and guidance imparting the knowledge, skills, and abilities to support an integrated service delivery system and contribute to shared performance goals, promoting effective participation in common functions and responsibilities of OC Workforce Solutions Center partners, including but not limited to the following areas:

1. Orange County Workforce Development Board (OCWDB) and County policies and procedures;
2. Entering information into the CalJOBS system to track referrals and create reports;
3. Customer service best practices;

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4. Labor market information, including characteristics of supply (labor) and demand (employers);
5. Initiatives, programs, and services of the OC Workforce Solutions Center(s) and the broader workforce development system (to include Orange County Region Initiatives);
6. Viable career pathways and how OC Workforce Solutions Center(s) can guide customers appropriately;
7. Availability of industry and employer-recognized training and educational programs and opportunities;
8. Impact of trauma and poverty on jobseekers and related interpersonal strategies;
9. Local resources and services to assist individuals facing barriers to employment; and
10. Culturally competent service delivery.

The selected Subrecipient must develop and facilitate cross-partner/program training and other professional development opportunities for OC Workforce Solutions Centers' staff in close coordination with partner organizations. The Subrecipient will organize regular staff meetings with all co-located partners regardless of program to build relationships, provide updates on center activities, and discuss strategies for improving the OC Workforce Solutions Centers' services and functioning. To support cross-training and collaboration effectiveness, the Subrecipient will develop a capacity building or professional development plan for staff and partners annually. The Subrecipient shall ensure all staff receive training on the services of the collocated Workforce Solutions partners, eligibility criteria for those partners, and the (cross) referral process with partners.

K. Outreach and Promotion

1. At the direction of the County, the Subrecipient will be responsible for developing and implementing strategies to raise awareness and promote services and access to the OC Workforce Solutions Centers' and Affiliate Sites, especially for high need communities with limited access to the AJCC and its services. This includes outreaching to existing and new partners and resources to expand the network of partners available within in the AJCC system. The Subrecipient shall perform program outreach and other specific purposes necessary to meet program objectives.
2. The Subrecipient is an ambassador for OC Workforce Solution system, representing and promoting the OC Workforce Solutions Centers' events, task forces, working groups and other community events related to the workforce development system. The selected Subrecipient will consult and seek approval from the County regarding any matters related to the official representation of the Orange County Workforce Solutions Centers. The Subrecipient is expected to work closely with the County on outreach efforts providing material for social

media and/or the OC Workforce Solutions Center's website. The Subrecipient and the County team will work in tandem to ensure on-brand and relevant messaging.

L. Data Analytics and Reporting

1. The Subrecipient must regularly track, and monitor data related to the Operator services and general customer participation in EDD CalJOBS System, including data derived from client information systems and other applications, using observations and evaluation to ensure continuous improvement, inform coordinated service delivery and enhance partner collaboration in EDD CalJOBS System. The Subrecipient will be responsible for identifying strengths and shortcomings of processes used to collect and analyze quantitative and qualitative data regarding EDD CalJOBS System clients and partners, recommending and implementing efforts to improve data collection and analysis. Such efforts must be supported by strong internal systems and applications. The Subrecipient will provide the County with timely reports and supporting documentation that demonstrates the status of contract requirements, as well as jobseeker satisfaction, employer satisfaction, partner satisfaction, foot traffic numbers and corresponding information about visitors to both EDD CalJOBS System, OC Workforce Solutions center(s), affiliates and specialized AJCCs.
2. The Subrecipient will also be responsible for managing the electronic sign-in system (i.e., VOS Greeter) at both OC Workforce Solutions Centers, affiliates, and specialized AJCCs. The Subrecipient will help facilitate the management, analysis, and reporting of data from the electronic sign-in system to the County, as well as OC Workforce Solutions Center core partners, regarding various data elements collected through the electronic sign-in process.

M. CalJOBS VOS Greeter System

The Subrecipient will be required to utilize the EDD CalJOBS System (CalJOBS) as the information system of record and must ensure that all data is entered accurately and in a timely manner, adhering to all applicable data rules, regulations, and entry time requirements. Staff must be trained and competent in utilizing the VOS Greeter and CalJOBS platforms.

1. The Subrecipient will adhere to the CalJOBS Systems Manual for guidance on proper documentation for OC Workforce Solutions Center participation. In addition, the Subrecipient will maintain internal protocols for uniformed data entry. The Subrecipient will participate in quality and compliance activities, as well as regular meetings and review of performance reports, and other written reports when requested.
2. The Subrecipient will identify staff members whose work requires access to CalJOBS and submit applications for CalJOBS access per local protocols, subject to approval by the County. Appropriate staff members to receive CalJOBS access include staff members who have regular contact with participants or whose work requires monitoring and oversight of customer data maintained in CalJOBS.

CalJOBS account credentials and login information may not be shared between staff members or other individuals. The Subrecipient must submit notification if any staff member with CalJOBS access is terminated, voluntarily or involuntarily, within 24 hours of termination. Failure to do so may result in the revocation of CalJOBS access for the Subrecipient and contract termination.

3. The Subrecipient must ensure that staff check-in and out all participants of the OC Workforce Solutions center through the CalJOBS VOS Greeter System. The Subrecipient must ensure that partners are listed in the VOS greater system and provide ad-hoc reports as needed.

N. Records and Documentation

The Subrecipient must retain, secure and ensure the accuracy of all program files and records in compliance with WIOA requirements, related federal and state regulations, and the County's record retention requirements. Files must be retained for seven (7) years after the County reports final expenditures to the funding source. The Subrecipient must allow the County and representatives of other regulatory authority' access to all records, program materials, staff, and participants related to the provision of services described in this contract within 48 hours of the request. The Subrecipient is responsible for always maintaining and securing customer files, as well as ensuring privacy and protection of all personal information collected from participants per applicable laws, regulations and County policies. Confidentiality of customer information must be maintained, and all files must be properly stored in a secured space with limited staff access. Each staff member who has contact with customers or customer information must receive training on confidentiality requirements. The Subrecipient acknowledges that the use or disclosure of customer information for purposes other than the effective delivery of the services described in this contract is strictly prohibited. The staff of the Subrecipient may have access to this information only on a "need to know" basis. The Subrecipient must inform employees that inappropriate use of such information may result in disciplinary action, including discharge, or criminal prosecution if the employee knowingly uses the information for fraudulent purposes.

O. Customer Service and Client Satisfaction

1. Satisfaction surveys shall be made available to all individuals and employers by providing a paper or electronic survey via a format provided by the County. County Staff will review and evaluate the data collected and make the results available to the Subrecipient.
2. The Subrecipient shall communicate to their staff that meeting client satisfaction and expectations is a primary goal. The County will be conducting surveys with clients and Orange County Workforce Solutions system partners on the performance of workforce services offered. The County will review and evaluate the data collected. The Subrecipient shall be responsible for the implementation of

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- corrective action(s) with respect to survey findings or trends related to the services provided under this Agreement.
3. The Subrecipient shall be proactive in requiring staff to adopt customer-focused principles targeted toward achieving high client satisfaction and which meet client expectations in their delivery of services under this Contract. Subrecipient shall have established procedures for progressive discipline, including verbal and written warnings leading up to termination for performance concerns. Subrecipient must also respond to and correct County concerns regarding under-performing staff within 5 days.
 4. The Subrecipient shall work with County designated OC Workforce Solutions partners to ensure that client is receiving benefits from a coordinated network of workforce development partners. Subrecipient shall meet with Workforce Solutions partners monthly for suggestions on how to improve client services as defined in the MOU. This may include staff being trained on partner's eligibility requirements, co-case management, cross braiding of resources, etc.
 5. The Subrecipient shall provide at least one (1) testimonial each month from job seeker clients and/or business clients to the County. Subrecipient must obtain client's authorization to release prior to sharing information. Examples of testimonials may be a client success story or a letter from a client. Testimonials may be released to the public. Subrecipient shall maintain an appropriate "release" from the client. Monthly testimonials shall be included in the Monthly Program Performance Report.
 6. Monitoring and Evaluation
 7. The Subrecipient performance will be evaluated by the County within the first six months of the contract start date and at least annually thereafter. Evaluations will include but are not limited to contract provisions, surveys of Workforce Solutions Center partners and other evaluation criteria developed by the County.
 8. County Responsibilities: The County will monitor, evaluate and provide guidance and direction to the Subrecipient for services performed under any contract resulting from this contract. The County has the responsibility to determine whether the Subrecipient has spent funds in accordance with applicable laws and regulations, including federal audit requirements and will monitor the activities of the Subrecipient to ensure such requirements are met. The County may require the Subrecipient to take corrective action if deficiencies are found.
 9. Subrecipient Responsibilities: The Subrecipient will permit the County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, and funding source guidelines, and the Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts.

The Subrecipient shall cooperate fully with any reviews or audits of the activities under this contract by authorized representatives of the County or federal or state

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agencies and the Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of any contract resulting from this contract. The Subrecipient understands that all books and records pertaining to any contract resulting from this contract, including payroll and attendance records of participating employees, are subject to inspection by the County, federal or state agencies and others for auditing, monitoring or investigating activities pursuant to any contract resulting from this contract. All records shall be maintained for a period of seven (7) years beyond the completion of any contract resulting from this contract. If the selected Subrecipient receives notice of any litigation or claim involving the grant award or otherwise relating to this contract, the selected Subrecipient shall retain records until otherwise instructed by the County.

P. OC Workforce Solutions Operator Prohibited Functions

1. Convene system stakeholders to assist in the development of the local plan
2. Prepare and submit the local plans (WIOA sec.107)
3. Be responsible for oversight of itself
4. Participate in the competitive selection process for Operators
5. Select or terminate Operators, Career service providers, and Youth providers
6. Negotiate local performance accountability measures
7. Oversight of the Orange County Workforce System to include providing program and fiscal administration over the partners, service providers, AJCC One-Stop Centers, affiliates, and specialized locations.

Q. Procurement Policy

1. The Subrecipient shall competitively procure any third-party goods and/or services with funding provided by this contract and follow the procurement requirements contained in the County of Orange Procurement Manual, or EDD Directive WSD17-08, whichever is more restrictive, unless the subrecipient's own written procurement policies and procedures are more restrictive, in which case those must be followed. If subrecipient may also use their own documented procurement procedures as long as they are consistent with applicable state and local laws and regulations, and the procurements conform to the applicable standards in Uniform Guidance Sections 200.318 through 200.326.

IV. Performance

The Operator will be evaluated upon and contractually obligated to meet certain performance requirements related to, but not limited to the following metrics:

- a. The number of trainings offered in Workforce Solutions Centers
- b. The number of participants attending training offered in the OC Workforce Solutions Centers

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- c. Customer Satisfaction Surveys
- d. Workforce Solutions Center mandated and partner satisfaction surveys and retention rates
- e. The number of resource referrals monthly
- f. The number of referrals provided to special populations, such as homeless, offenders, Veterans, or other populations identified by the County
- g. The number of Outreach/Recruitment or Community-related events
- h. The number of new partners in the AJCC One-Stop system
- i. The number of issues noted by EDD and Orange County staff during the monitoring visit.

V. 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.

I. COORDINATION	Due Date
Operating Agreements with OC Workforce Solution Partners	Upon Execution
Schedule of Partner Staff Training/Monthly Meetings	August 31, 2024
II. SERVICE STANDARDS	Due Date
Monthly Reports with at least one (1) Success Story	10th day after the end of each month
Organizational Chart	July 31, 2024
Telephone Directory	10th day after the end of each month
Internal Monitoring Procedures and Schedule	August 31, 2024
Information Technology (IT) usage policy	July 31, 2024
Analysis of client flow, program delivery, career planning strategies and tools, business process and service improvement	July 31, 2024, and ongoing
ADA Compliance Checklist for the primary location where WIOA services are being provided	As needed
Nondiscrimination and EO Self-Assessment	As needed
Comprehensive AJCC Certification Matrix – Hallmarks of Excellence	As needed
EO and Complaint Logs	July 10, 2024, annually
Staff Training / Capacity Building Plan	August 31, 2024
III. SERVICE DELIVERY	Due Date
WIOA Client Flow Chart	July 31, 2024
List of workshops	July 31, 2024, and ongoing
Internal Policies and Procedures <ul style="list-style-type: none"> • PII Policy • Nepotism Policy • Confidentiality Policy 	August 31, 2024

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IV. PERFORMANCE	Due Date
Corrective Action Plans, as applicable	As directed by County staff
Invoices	10th day after the end of each month
Master Salary Spreadsheet	August 31, 2024, and ongoing
Master Invoice Spreadsheet	August 31, 2024, and ongoing
Detailed line-item budget	Prior to submission of July invoice
Detailed performance Metrics	10th day after the end of each month



PAYMENT/COMPENSATION

One-Stop Operator Services July 1, 2024 – June 30, 2025

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$2,000,000 for 12-months (July 1, 2024 – June 30, 2025) 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 Contract Maximum Obligation specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

2. PAYMENTS:

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

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

- A. Monthly Payments: Beginning August 1, upon receipt and approval by OC Community Resources – OC Community Services of Subrecipient's invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Subrecipient's invoice so long as the total payments under this Contract do not exceed the Contract Maximum Obligation.
- B. County Discretion: At the sole discretion of County, payments to Subrecipient may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Subrecipient.
- C. Invoices: Subrecipient shall provide monthly invoices by the 10th day following the month being reported. If the 10th falls on a weekend or holiday, the invoice/data report is due the next business day. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract and in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Subrecipient costs, incorporated herein by reference as Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for

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reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation has been received and approved by the County. All costs included on invoices must be eligible for reimbursement and allowable costs under WIOA and all applicable laws, regulations, and requirements set forth in Paragraph 68 (Compliance with Law – Contract) of this Contract.

- D. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.
- E. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 2 CFR Part 200.
- F. Whenever Subrecipient is not in compliance with any provision of this Contract, County's Project Manager, may withhold payment or a portion thereof until such time Subrecipient comes into compliance.
- G. County's Project Manager, also reserves the right to refuse and withhold payment to Subrecipient for later disallowed costs; or for any expenditure determined by County's Project Manager, not to be in compliance with this Contract, or unrelated to activities for which this Contract provides, or inappropriate to such activities; 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. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the County's Project Manager, or designee, the Project Manager, has the discretion, in any given month, to pay over the monthly one-twelfth of the Maximum Obligation.

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 45 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 allowable costs under WIOA and all applicable laws, regulations, and requirements set forth in Paragraph 68 (Compliance with Law – Contract) of this Contract.

Payments made by the County shall not preclude the right of the County from thereafter

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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) must be sent to the following E-mail address:

einvoice@occr.ocgov.com

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 in the Demand Letter/Invoice the following information:

- A. Subrecipient's name and address
- B. Subrecipient's remittance address (if different from A)
- C. Name of County Agency/Department
- D. County Contract Number – MA-012-24010662
- E. Master Agreement (MA) Number – MA-012-24010662
- F. Delivery Order (DO) Number -
- G. Service Date(s) – Month of Service -
- H. Deliverables/Service description (in accordance with Attachment A)
- I. Subrecipient's Federal Tax I.D. number
- J. Total Invoice Amount



BUDGET SCHEDULE
One-Stop Operator Services
July 1, 2024 – June 30, 2025

1. Subrecipient’s Budget:

Cost Categories	Budgeted Costs
Direct Program Cost	\$1,800,000
Indirect Costs	\$200,000
Total Contract	\$2,000,000

2. Subrecipients of WIOA funds are not required to claim indirect costs (to include administrative cost), however, in this contract the administrative costs are capped at 10%.
3. Budget(s) 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 invoice(s), the negotiated detailed budget must be submitted to the County for final approval. Budget template(s) will be provided by the County. In support of the monthly invoice, Subrecipient shall submit monthly Expenditure Reports on a form provided by, the Contract Administrator and will report actual costs. Invoices shall be submitted based upon the approved detailed budget(s).
4. 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 the 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 Budget/Staffing Modification Request(s) from Contract Administrator prior to implementation by Subrecipient.



STAFFING PLAN

**One-Stop Operator Services
July 1, 2024 – June 30, 2025**

Title	FTE*
One-Stop Operator (Manager)	1.0
One-Stop Supervisor/Trainer	2.0
Customer Service Representative (CSR)**	6.0
TOTAL:	9.0

*1.00 FTE = Full-Time Equivalent

** 4 full-time CSR and 4 part-time CSR

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 Parties agree that the County has the right to require other or additional personnel to perform services under the Contract, as 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.



**FEDERAL AWARD IDENTIFICATION INFORMATION
One-Stop Operator Services – America Works of California, Inc**

July 1, 2024 – June 30, 2025

The General Program Requirements were designed to provide the framework where the Subrecipient will provide One-Stop Operator Services identified in this attachment.

I. GOVERNANCE

Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of the Workforce Innovation and Opportunity Act (WIOA), County of Orange, Orange County Workforce Development Board (OCWDB) Policies, and Orange County Regional and Unified Local Plans.

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

II. GOVERNANCE REFERENCES

- A. Workforce Investment Act/Workforce Innovation and Opportunity Act - Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules/WIOA 20CFR Part 676, 677 and 678.
- B. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules/WIOA 20CFR Part 676, 677 and 678.
- C. Additional state and federal agencies that provide funding to the County of Orange/ OC Community Resources/OC Community Services/Workforce & Economic Development Division that may be incorporated herein.
- D. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIOA.
- E. Actions, directives, and policy and procedures issued by OC Community Resources/ OC Community Services/ Workforce & Economic Development Division/Orange County Workforce Development Board (OCWDB) or staff relevant to this CONTRACT, specifically Management Information System (MIS) Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.
- F. County of Orange policies, as applicable.

III. In accordance with the requirements of 2 CFR 200.330 (Subrecipient and Contractor determination) and for the purpose of this Contract, America Works of California, Inc. is determined to be a Subrecipient.

IV. FEDERAL AWARD IDENTIFICATION

FAIN INFORMATION					
A.	Subrecipient Name:		America Works of California, Inc		
B.	Subrecipient's Unique Identifier (D-U-N-S):		78-862-4315		
	Unique Entity Identifier		CF8KYFSH5P23		
C.	Federal Award Identification Number (FAIN):		See Table F		
D.	Federal Award Date:		See Table F		
E.	Subaward Period of Performance:		July 1, 2024 – June 30, 2025		
F.	Total Amount of Federal Funds Obligated by the Action:		\$2,000,000 funding is contingent on federal funding availability		
	CFDA	FAIN	Award Date	Formula Funds	Amount
	17.258	23AA5AT000045	10/1/2023-6/30/2025	Adult Formula	\$832,050
	17.278	23A55AW000044	10/1/2023-6/30/2025	Dislocated Worker	\$1,102,950
	17.278	23AA5AW000044	10/1/2023-6/30/2025	Rapid Response	\$65,000
	TOTAL:				\$2,000,000
G.	Total Amount of Federal Funds Obligated to the Subrecipient:		\$2,000,000 funding is contingent on federal funding availability		
H.	Total Amount of the Federal Award:		N/A		
I.	Federal Award Project Description:		Funding to operate Orange County One-Stop Center(s) and affiliate sites.		
J.	Federal Awarding Agency:		Department of Labor Employment and Training Administration		
K.	Name of PTE:		Employment Development Department and County of Orange		
L.	Contact Information for the Awarding Official:		Nancy Cook, Director of Workforce and Economic Development		
	Phone Number:		(714) 480-6420		
	E-mail Address:		nancy.cook@occr.ocgov.com		
M.	CFDA Number:		See Table F		

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	CFDA Name:	See Table F
N.	Whether Award is R&D:	No
O.	Indirect Cost Rate for the Federal Award:	10% administrative (indirect) cost(s) limitation

DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name:

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above-named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s or organization’s workplace and specifying the actions to be taken against employees for violations of the prohibitions, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person’s or organization’s policy of maintaining a drug-free workplace,
 - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355I that every employee who works on the proposed contract or grant
 - (a) Will receive a copy of the company’s drug-free policy statement described in paragraph (1) above, and
 - (b) Will agree to abide by the terms of the company’s statement as a condition of employment in the contract or grant.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification.

Official’s Name

Orange

Date Executed

Executed in the County of

Contractor or Grantee Recipient Signature and Title

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Name

Title

Authorized Signature

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DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization

Name

Title

Authorized Signature

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the sub-awardee, e. g. the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C 1352

<p>1. Type of Federal Actions:</p> <p>a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Actions:</p> <p>a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing</p> <p>b. material change</p> <p>For material change only: Year: _____ Quarter: _____ Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity</p> <p>Prime</p> <p>Sub-awardee</p> <p>Tier _____ if known</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is a Sub-awardee: Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name/Description</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheets SF-LLL-A, if necessary)</p>	<p>10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ Actual Planned</p>	<p>13. Type of Payment (check all that apply)</p> <p>a. retainer</p> <p>b. one-time free</p> <p>c. commission</p> <p>d. contingent fee</p> <p>e. deferred</p> <p>f. other specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p>a. cash</p> <p>b. in-kind: specify:</p> <p>nature: _____</p> <p>value: _____</p>	<p>14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:</p>	
<p>15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>_____</p> <p>Print Name:</p> <p>Title:</p> <p>Telephone No:</p> <p>Date:</p>	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET
Approved by OMS - 0348-0046

Reporting Entity: _____

_____ Page _____ of _____



**Subject: OC Community Resources
Contract Reimbursement Policy**

Effective: July 1, 2010
Revised: January 17, 2020

PURPOSE:

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and OC Housing & Community Development. The procedures provide instructions for submitting reimbursement demand letter or invoice.

REFERENCES:

Executed County Board of Supervisors approved contract
Budget included in contract or presented as an attachment
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For OC Housing & Community Development Contracts only.
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

BACKGROUND:

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

Contractor is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and Housing & Community Development reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and OC Housing & Community Development may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and OC Housing & Community Development may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

Attachment B

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

1. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
OC Community Resources Accounting
601 N. Ross St., 6th Floor
Santa Ana, CA 92701

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES: Inquiries may be directed to OCCR Accounts Payable at: OCCRAccountsPayable@occr.ocgov.com



Reimbursement Policy Status Form

Per OC Community Resources Contract Reimbursement Policy, in regards to the Contract # listed herein, Contractor is designated with the Documentation Status of Abbreviated unless Comprehensive is checked below. If the contractor's designation should change to Abbreviated, a new status form shall be approved. All related documentation requirements are in full force, until further notice.

Contractor: America Works of California, Inc. Effective Date: 7/1/2024

Contract #: MA-012-24010662

Documentation Status: Abbreviated Comprehensive

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Program Authorization by:

Auditor Controller Authorization by:

Print Name

Print Name

Signed by: _____

Signed by: _____

Date:

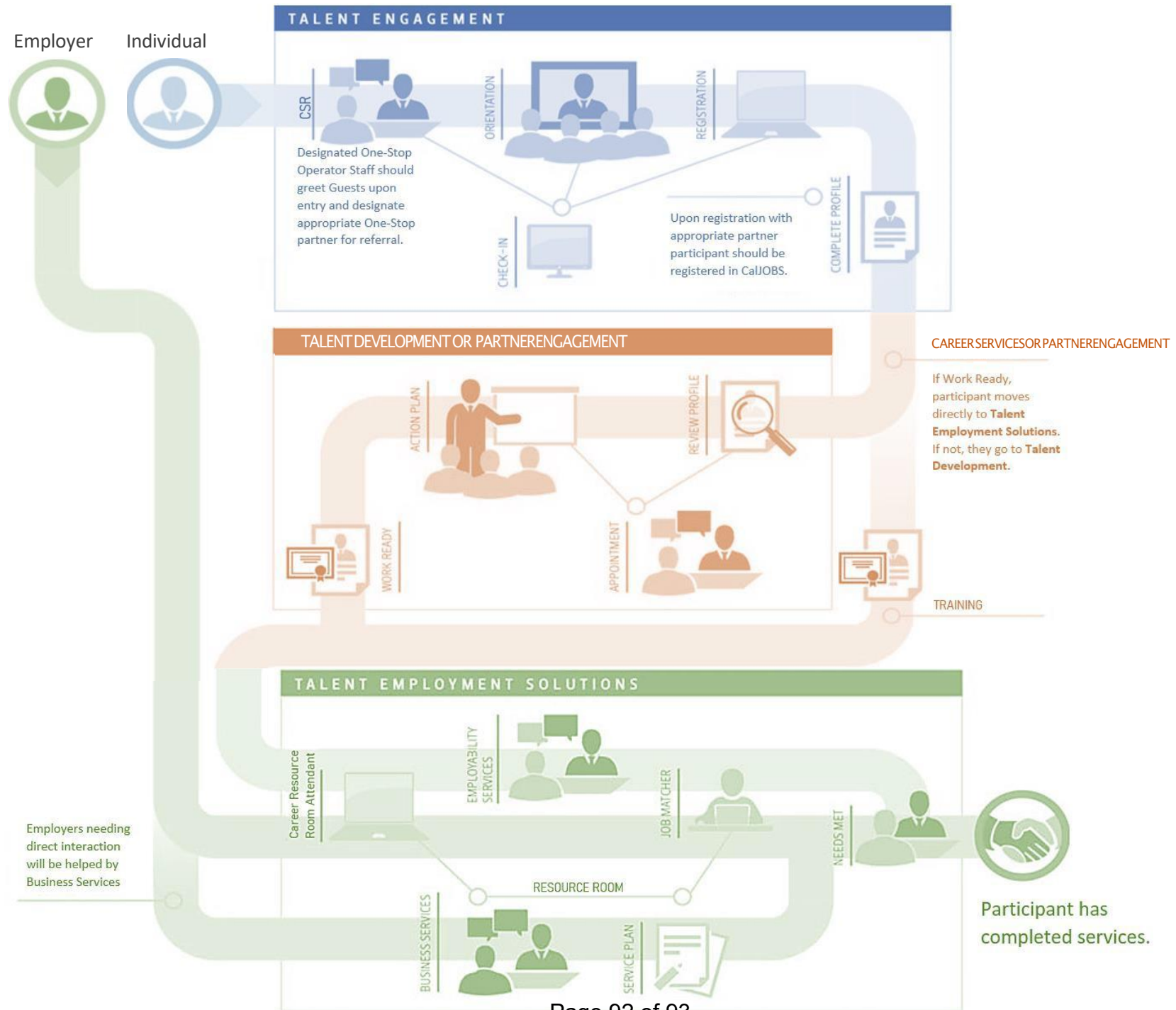
Date:

Two signatures are required to implement the form.

Distribution:

- Contractor
- Auditor Controller
- Contract File
- Program File

OC One-Stop WorkFlow Chart



OC One-Stop Co-Enrollment Participant Flow Chart

Exhibit 7

Attachment B

