



**CONTRACT No. 19-28-0065-SP**

FOR THE PROVISION OF

SPECIAL PROGRAMS

**CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY TO KIDS ACT (CalWORKs)  
WELFARE-TO-WORK (WTW) PROGRAM**

BETWEEN

COUNTY OF ORANGE

AND

ORANGE COUNTY ASIAN AND PACIFIC ISLANDER  
COMMUNITY ALLIANCE, INC.

<b>CEDA#</b>	<b>EAIN#</b>	<b>PROGRAM/SERVICE TITLE</b>	<b>FUNDING AGENCY</b>
93.558	Pending	California Work Opportunity and Responsibility to Kids Act (CalWORKs) Welfare-to-Work (WTW) Program	Department of Health and Human Services

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**ATTACHMENTS**

- Attachment A - Scope of Services
- Attachment B - Payment/Compensation
- Attachment C - Budget Schedule
- Attachment D - Staffing Plan
- Attachment E - Performance Standards

**EXHIBITS**

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

Contract No. 19-28-0064-SP  
with  
Orange County Asian and Pacific Islander Community Alliance, Inc.  
for  
California Work Opportunity and Responsibility to Kids Act (CalWORKs)  
Welfare-to-Work (WTW) Program

This Contract No. 19-28-0064-SP for Special Programs (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 Orange County Asian and Pacific Islander Community Alliance, Inc., D-U-N-S No. 064521169, a California non-profit corporation, with a place of business at 12912 Brookhurst St., Suite 410, Garden Grove CA 92840-4871 (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 - Performance Standards
- Exhibit 1 – Drug Free Workplace Certification
- Exhibit 2 – Debarment and Suspension Certificate
- Exhibit 3 – Certification Regarding Lobbying
- Exhibit 4 – Disclosure Form to Report Lobbying
- Exhibit 5 – OC Community Resources Contract Reimbursement Policy

**RECITALS**

**WHEREAS**, Subrecipient and County are entering into this Contract for Special Programs – California Work Opportunity and Responsibility to Kids Act (CalWORKs) Welfare-to-Work (WTW) Program under a cost reimbursement Contract; and

**WHEREAS**, County solicited Contract for FY 2018-19 Special Programs as set forth herein, and Subrecipient represented that it is qualified to provide California Work Opportunity and Responsibility to Kids Act (CalWORKs) Welfare-to-Work (WTW) Program to the County as further set forth herein; and

**WHEREAS**, Subrecipient agrees to provide California Work Opportunity and Responsibility to Kids Act (CalWORKs) Welfare-to-Work (WTW) Program to the County as further set forth in the Scope of Services, attached hereto as Attachment A; and

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

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

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

**WHEREAS**, Subrecipient agrees to meet the Performance Standards requirements set forth in 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 California Work Opportunity and Responsibility to Kids Act (CalWORKs) Welfare-to-Work (WTW) Program with the Subrecipient to carry out certain program services and activities for the Fiscal Year FY 2019-2020.

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

THE REMAINDER OF THIS 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 County's Contract Administrator.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Intentionally left blank**
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Subrecipient's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Intentionally left blank**
- 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 for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Subrecipient. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- 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 shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Subrecipient shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Subrecipient under this Contract. Subrecipient shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity,

in connection with performance of the work. If permitted to subcontract, Subrecipient shall be fully responsible for all work performed by subcontractors.

**O. Insurance Requirements:**

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

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

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

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Subrecipient's, its agents, employee's or subcontractor's performance of this Contract, Subrecipient shall defend the County at its sole cost and expense with counsel approved by Board of supervisors against same; and
- 2) Subrecipient's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Subrecipient's SIR provision shall be interpreted as though the Subrecipient was an insurer and the County was the insured.

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

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current

edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

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

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

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

**Required Coverage Forms**

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

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

**Required Endorsements**

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN Contract.***

- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Subrecipient's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Subrecipient shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Subrecipient gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Subrecipient avails himself of any available remedies.
- S. **Confidentiality:** Subrecipient agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Subrecipient and Subrecipient's staff, agents and employees.
- T. **Compliance with Laws:** Subrecipient represents and warrants that services to be provided under this Contract shall fully comply, at Subrecipient's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Subrecipient acknowledges that County is relying on Subrecipient to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Subrecipient agrees that it shall defend, indemnify and hold County and County indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Intentionally left blank**
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect 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 pursuant to this Contract. If judgment is entered against Subrecipient and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Subrecipient and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Subrecipient agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Subrecipient for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Subrecipient agrees to maintain such records for possible audit for a minimum of three 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 budget approval; receipt of funds from, and/or obligation of funds by, the State of California 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 immediately terminate or modify this Contract without penalty.

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

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**Additional Terms and Conditions:****1. Scope of Contract:**

This Contract specifies the contractual terms and conditions by which the County will procure California Work Opportunity and Responsibility to Kids Act (CalWORKs) Welfare-to-Work (WTW) Program services from Subrecipient as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A."

**2. Term of Contract:**

This Contract shall commence on July 1, 2019 and continue through June 30, 2020 for twelve (12) months, unless otherwise terminated by the County.

**3. Renewal:**

This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

**4. Contingency of Funds:**

Subrecipient acknowledges that funding or portions of funding for this Contract may be contingent upon receipt of funds from, and/or obligation of funds by, Federal, State of California and/or local funds to County; and inclusion of sufficient funding for the services hereunder in the Budget Schedule approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

**5. Maximum Obligation:**

The total Maximum Obligation of County to the Subrecipient for the cost of services provided in accordance with this Contract is \$3,555,752 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".

**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 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:

- a) Terminate the Contract immediately, pursuant to Section 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

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.

**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. Consulting 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. Project Manager, County:**

The County shall appoint a Project Manager to act as liaison between the County and the Subrecipient during the term of this Contract. The County’s Project Manager shall coordinate the activities of the County staff assigned to work with the Subrecipient.

**14. Subrecipient’s Project Manager and Key Personnel:**

Subrecipient shall appoint a Project Manager to direct the Subrecipient’s efforts in fulfilling Subrecipient’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, which consent shall not be unreasonably withheld.

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

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

The Subrecipient warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this

Contract. Subrecipient's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

**16. County of Orange Child Support Enforcement:**

Subrecipient certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the 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 subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

**19. Disputes – Contract:**

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

- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Subrecipient agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Subrecipient's failure to diligently proceed shall be considered a material breach of this Contract.

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

**20. EDD Independent Subrecipient Reporting Requirements:**

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

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

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

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

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

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

assigned. All applicable invoices from the Subrecipient shall show both the emergency purchase order number and the Contract number.

**22. Errors and Omissions:**

All reports, files and other documents prepared and submitted by Subrecipient shall be complete and shall be carefully checked by the professional(s) identified by Subrecipient as Project Manager and key personnel attached hereto, prior to submission to the County. Subrecipient agrees that County review is discretionary and Subrecipient shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Subrecipient's reports, files and other written documents, the reports, files or documents will be returned to Subrecipient for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Subrecipient after County approval thereof, County approval of Subrecipient's reports, files or documents shall not be used as a defense by Subrecipient in any action between the County and Subrecipient, and the reports, files or documents will be returned to Subrecipient for correction.

**23. Non-Supplantation of Funds:**

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

**24. Satisfactory Work:**

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

**25. Access and Records:**

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

of Orange, California, Subrecipient agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.

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

**26. Signature in Counterparts:**

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

**27. Reports/Meetings:**

The Subrecipient shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. 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 the express written consent of the County. Any attempt by the Subrecipient to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

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

**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 handicapped persons, the Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps 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 handicapped 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 Americans 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. News/Information Release:**

The Subrecipient agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.

**32. Notices:**

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no



greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For County:

OC Community Resources  
Community Investment Division  
Project Manager  
1300 S. Grand Ave. Bldg. B, 3<sup>rd</sup> Floor  
Santa Ana, CA 92705-4407

OC Community Resources  
Contract Development and Management  
Contract Administrator  
1501 East St. Andrew Place, 1<sup>st</sup> Floor  
Santa Ana, CA 92705-4930

For Subrecipient:

Orange County Asian and Pacific Islander Community Alliance, Inc.  
12900 Garden Grove Blvd., Suite 214A,  
Garden Grove CA 92843-2006  
Attn: Mary Anne Foo

**33. Ownership of Documents:**

The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Subrecipient. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Subrecipient without the express written consent of the County.

**34. Precedence:**

The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

**35. Termination – Orderly:**

After receipt of a termination notice from the County, 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. County Branding 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. Administrator/assigned Deputy Purchasing Agent provides 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 Administrator/assigned Deputy Purchasing Agent;
  2. Unless directed otherwise by Administrator/assigned Deputy Purchasing Agent, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
  3. 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 Administrator/assigned Deputy Purchasing Agent; and,
  4. If Subrecipient uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Subrecipient shall develop social media policies and procedures and have them available to the Administrator/assigned Deputy Purchasing Agent. 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>.

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**Program Specific Terms and Conditions:****37. 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 2 C.F.R. et seq. including 2 C.F.R. 200.213, 2 C.F.R. 2998.

**38. Anti-Lobbying:**

- 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).

**39. Fraud:**

Subrecipient shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity 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: <http://ocgov.com/gov/risk/programs/antifraud>.

**40. Fiscal Appropriations:**

This Contract is subject to and contingent upon 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.

**41. Fiscal Accountability:**

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

- 4) Source documentation to support accounting records; and
- 5) Proper charging of costs and cost allocation.

B. Subrecipient's Records. Subrecipient's records shall be sufficient to:

- 1) Permit preparation of required reports;
- 2) Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and

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

#### 42. 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 the Act and applicable regulations contained in Attachment E, Performance Standards. Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, County shall have the right to unilaterally modify this Contract to meet such requirements.

#### 43. Payments:

Subrecipient agrees that any and all funds received under this Contract shall be disbursed on or before June 30, 2020, and that any and all funds remaining as of June 30, 2020, 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. No expense of Subrecipient will be reimbursed by County if incurred after June 30, 2020.

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

- A. Monthly Payments: Beginning July 1, 2019 upon receipt and approval by OC Community Resources – OC Community Services/Community Investment Division, 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 20<sup>th</sup> day following the month being reported. Invoices shall show the most up to date costs chargeable to the program(s) referenced in 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.

**44. Modification of Budget Schedule:**

Upon written approval, County shall have the authority to transfer allocated program funds from one category of the overall program Budget to any other category of the overall Budget. No such transfer may be made without the express prior written approval of County. A modification of the Budget may include the addition of any new budget category.

**45. Annual Audit:**

Subrecipient shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIOA funds received from County, in accordance with the Act, 20 CFR WIOA NPRM Part 683.200, and 2 CFR 200 Subpart F and 2 CFR 2900 Subpart F. Subrecipient shall submit two (2) copies of each required audit report to County within thirty (30) days after the date received by Subrecipient.

**46. Budget Schedule:**

Subrecipient agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment "C", and which by this reference is incorporated herein and made a part hereof as if fully set forth.

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

- A. Subrecipient shall comply fully with the nondiscrimination and equal opportunity provisions; the Nontraditional Employment for Women Act of 1991; Title VI 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; the Americans with Disabilities Act of 1990; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. parts 33, 37 and 38. The United States, the State of California and County have a right to seek judicial enforcement of this requirement.
- B. Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (California Code, Section 12900 et seq.), and the regulations promulgated there under (California Code of Regulations, Title 2 Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full.
- C. In the performance of this Contract, Subrecipient and its subcontractors shall not deny the benefits to any individuals in the United States on the basis of race, color, , religion,

sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title 1-financially assisted program or activity. Subrecipient shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

- D. Subrecipient will include the non-discrimination and compliance provisions of this Paragraph 48 of the Contract in all subcontracts to perform work under this Contract.
- E. Subrecipient will give written notice of its obligations under this Paragraph 48 of the Contract to labor organizations with which Subrecipient has a collective bargaining or other contract.
- F. Subrecipient shall furnish any and all information requested by County and shall permit County access, during business hours, to books, record and accounts in order to ascertain Subrecipient's compliance with the above non-discrimination requirements.

**48. 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, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

**49. Drug Free Workplace:**

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

**50. 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.

**51. 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 Director and Subrecipient so long as the total payments under this Contract are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of California modify any program component and/or service level detailed in Attachment 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, by written change order to Subrecipient, make changes within the general scope of this Contract, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions, and Contract term. Such change orders may be made when necessitated by changes in the WIOA Orange County One-Stop system operations or performance, the operations or performance of Subrecipient, or changes in applicable statutes, regulations or State of California or Federal mandates or directives.

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

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

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

## 52. Intellectual Property:

### A. Federal Funding:

In any Agreement 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 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 agreements or subcontracts with other parties in order to perform this Contract, Subrecipient shall require the terms of the agreement(s) to include all Intellectual Property provisions of Paragraphs Twenty-Five (25)(A) through Twenty-Five (25)(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 Twenty-Five (25)(B)(iv) of the Intellectual Property Provisions of this Contract, the requirement for the Subrecipient to include all Intellectual Property Provisions of Paragraphs Twenty-Five (25)(A) through Twenty-Five (25)(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 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 Twenty-Five (25)(A) through Twenty-Five (25)(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 Twenty-Five (25)(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 agreement 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 Twenty-Five (25)(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.

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 Twenty-Five (25)(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 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, and its officers, Director, 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 Twenty-Five (25)(A) through Twenty-Five (25)(I) by Subrecipient. Subrecipient acknowledges County would suffer irreparable harm in the event of 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.

**53. Complaint Handling Procedures:**

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.

**54. 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.

**55. 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.
- 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.

**56. 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."

**57. 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 One Stop Centers funded by County, and, when applicable, by WIOA Young Adult Career Service Providers.
- 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.

**58. 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 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.

**59. 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.

**60. Sweat-free Code of Conduct:**

All Subrecipients contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the Subrecipient from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subrecipient further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

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

**61. 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. Any change in corporate status or suspension shall be reported by Subrecipient immediately in writing to County's Project Manager.

**62. 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 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 Director 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.

### **63. Other Requirements – Program Confidentiality:**

- A. Without prejudice to any other Section 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 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.

**64. 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. The Act 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 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;
- B. All applicable State statutes, 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; and
- F. The terms and conditions of this Contract, including Attachments and Exhibits.

**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.

**\* Orange County Asian and Pacific Islander Community Alliance, Inc.**

By: DocuSigned by: Mary Anne Foo By: \_\_\_\_\_  
1BD987E49B5C419...

Name: Mary Anne Foo Name: \_\_\_\_\_

Title: Executive Director Title: \_\_\_\_\_

Dated: 5/8/2019 Dated: \_\_\_\_\_

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

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

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**County OF ORANGE**  
A Political Subdivision of the State of California

By: DocuSigned by: Renee Ramirez Renee Ramirez Dated: 6/25/2019  
9E6A927B349640C...

Dylan Wright, Director  
OC Community Resources

**APPROVED AS TO FORM  
DEPUTY COUNTY COUNSEL**

By: DocuSigned by: Golnaz Zandieh Golnaz Zandieh Dated: 5/8/2019  
F71B5EC0ED12405...

DEPUTY COUNTY COUNSEL

## **SCOPE OF SERVICES**

### **California Work Opportunity and Responsibility to Kids Act (CalWORKs) Welfare-To-Work (WTW) Program**

The General Program Requirements have been designed to provide the framework wherein the Subrecipient will provide services to special programs for Welfare-to-Work participants.

#### **1. Scope of Services**

Subrecipient shall be responsible for providing countywide employment and training services for CalWORKs Welfare-To-Work participants to increase opportunities of obtaining unsubsidized employment and job retention. The Welfare-To-Work programs are referral based. The referrals received are from the Orange County Social Services Agency CalWORKs program. Participants must reside in Orange County, and are either required to participate, or have voluntarily enrolled in the CalWORKs Welfare-To-Work program pursuant to state regulations. Participants cannot have already obtained unsubsidized employment and are assessed for suitability by Welfare-To-Work program staff. Subrecipient shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff and volunteers required for provision of the services described. Such staff and volunteers shall be qualified in accordance with all applicable statutes and regulations. Subrecipient shall provide the services described herein Attachment A with the consent of the participant being served. Subrecipient shall assure that all services funded under this Contract are coordinated with other appropriate services in the community and that services funded under this Contract do not constitute unnecessary duplications of services provided by other sources.

#### **2. Governance**

Subrecipient agrees to comply, remain informed, and deliver services consistent with the provisions of the California Work Opportunity and Responsibility to Kids Act (CalWORKs) of 1997, applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, Title V of the Older Americans Act, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Contract.

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

#### **3. Governance References**

- A. California Work Opportunity and Responsibility to Kids Act (CalWORKs) of 1997
- B. State of California Welfare and Institutions Code Section 11200 et seq.
- C. Titles VI and VII of the Civil Rights Act of 1964
- D. "Your Rights" Pamphlet (Publication 13)
- E. Department of Labor, Employment and Training Administration, 20 CFR Parts 603,651,652, et al., WIOA Final Rule
- F. Department of Labor, Employment and Training Administration, 20 CFR Part 676,677and 678 Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule
- G. Information Bulletins, Directives and any other local, federal and state guidance documents
- H. Actions, directives, and policy and procedures, Monitoring Guide Policy and Procedure, and Audit Requirements.
- I. County of Orange policies, as applicable

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

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

**5. Federal Award Identification**

- A. **Subrecipient Name:** Orange County Asian Pacific Islander Community Alliance, Inc. (OCAPICA)
- B. **Subrecipient Unique Entity Identifier (DUNS):** 064521169
- C. **Federal award identification number (FAIN):** 1801CATANF and 1701CATANF
- D. **Federal Award Date(s):** 10/06/16, 12/02/16, 12/15/16, 01/01/17, 04/01/17, 07/01/17, 07/21/17, 10/01/17, 10/24/17, 01/01/18, 04/01/18
- E. **Subaward Period of Performance:** July 1, 2019 – June 30, 2020
- F. **Amount of Federal Funds Obligated by the Action:** \$3,555,752
- G. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$3,555,752
- H. **Total amount of the federal award:** \$3,555,752
- I. **Federal Award Project Description:** Provide employment and training services for Welfare-to-Work clients.
- J. **Name of the Federal Awarding Agency:** Department of Health and Human Services
- K. **Name of PTE:** County of Orange/OCAPICA
- L. **Contact Information for the Awarding Official:** Carma Lacy, Director of Workforce Development (714) 480-6420 carma.lacy@occr.ocgov.com
- M. **CFDA number and name –** 93.558
- N. **Whether the Award is R&D:** No
- O. **Indirect Cost Rate for the Federal Award:** N/A

**6. Subrecipient or Contractor**

In accordance with the requirements of 2 CFR 200.330 (Subrecipient and Contractor determinations) and for the purpose of this Contract, OCAPICA is determined to be a Subrecipient.

**I. COORDINATION****A. General Overview**

Subrecipient shall provide employment services to California Work Opportunity and Responsibility to Kids Act (CalWORKs) Welfare-to-Work (WTW) participants through the Employment Preparation Program (EPP), Vocational Training (VTR), and Work Experience (WEX) activities. These services are made available under funding granted by the Orange County Social Services Agency (SSA) under the CalWORKs program.

Subrecipient shall provide EPP, VTR, and WEX activities that will enhance and facilitate opportunities for Welfare-to-Work (WTW) participants to obtain and/or maintain stable unsubsidized employment with the goal of achieving economic self-sufficiency. Subrecipient shall engage participants for the number of hours as referred by WTW SSA Staff. The hourly participation requirements are subject to change according to local, State and Federal mandates.

Subrecipient shall conform to all regulations and future policy guidance issuances by the Department of Health and Human Services, the State and CID during the term of this Contract.

Subrecipient shall ensure that the delivery of services is based on the following program principles:

1. Opportunities shall be maximized to provide integrated, coordinated, and easily accessible resources for participants;
2. Services shall be family-friendly and family-centered;
3. Services shall be community-based and provide integrated services that coordinate Federal, State, local and community funding opportunities;
4. Participant's strengths shall be identified, utilizing motivational and strength-based techniques; and
5. Services shall be outcome-driven and identify indicators that accurately reflect progress towards stated goals.

**Employment Preparation Program (EPP)** is a paid employment opportunity in public or private, non-profit or for-profit organizations, with a focus on County of Orange worksites, for a period of six (6) months. Subrecipient will provide job placement as well as reasonable and appropriate supervision and instruction for the participants placed at worksites. EPP participants will earn at least state defined minimum wage for each hour worked. Overtime pay will not be permitted without prior approval from SSA. Participation may be extended with prior approval from the Community Investment Division and the SSA Program Managers, or designees, no more than twice in three-month increments for up to a maximum of one (1) year (including the original six months), if funding for subsidized employment continues to be available, and the participant:

- a. Will be more likely to obtain unsubsidized employment with the additional experience gained through the extension.
- b. Will obtain specific skills and experience relevant for unsubsidized employment in a particular field.

**Vocational Training (VTR)** is a temporary, transitional, and short-term training activity, not to exceed twelve (12) months, to prepare participants for employment in a specific trade, occupation, or vocation. VTR activities shall be provided by vocational-technical schools, postsecondary institutions, or proprietary schools and public institutions. VTR activities shall be made available to participants in areas identified as growth oriented, current or emerging occupations, meeting an unmet community need, and in high demand for new employees. VTR activities shall include, but not be limited to the following:

1. Health Care Occupations
  - a. Medical Assistant (Front and Back office)
  - b. Medical Office
  - c. Medical Billing and Coding
  - d. Phlebotomy Technician
  - e. Pharmacy Technician
  - f. Nurse Assistant
2. Transportation
  - a. Professional Truck Driver
  - b. Auto Repair Technician
3. Business and Professional Occupations
  - a. Accounting Clerk

- b. Computerized Office Specialist and Accounting
  - c. Customer Service Certification (Retail)
  - d. Administrative Assistant
  - e. General Office Clerk
  - f. Distribution Logistics and Warehouse
  - g. Security Guard
4. Information Technology
- a. Computer Repair Technician
  - b. Microsoft Certified Applications Specialist
  - c. Project Management
  - d. Social Media Specialist
  - e. Web Design

**Work Experience (WEX)** is a planned, structured learning experience that occurs in a Worksite for twelve (12) weeks. Participation may be extended with prior approval from the Community Investment Division and the SSA Program Managers, or designees, for a period not to exceed a total of sixteen (16) weeks in length including all extensions. Subrecipient will provide WEX services to the participants. Subrecipient **shall** be reimbursed by the County at the rate of prevailing California Minimum Wage, for each hour worked. Overtime pay will not be permitted without prior approval from SSA. Participants may be paid for County holidays, with prior approval from SSA. At the end of the training period, it is generally expected that the employer will hire the participant as a regular employee.

## **B. Service Delivery Area(s)**

Northern Region:	6301 Beach Blvd., Suite 320 Buena Park, CA 90621
Central Region:	7077 Orangewood Ave., Suite 200 Garden Grove, CA 92841
Southern Region:	17891 Cartwright Road, Suite 100 Irvine, CA 92614

Participants will have access to the County One-Stop Centers where they can access a wide variety of resources including labor market information and job vacancy listings. Participants will also have full access to computers with internet connectivity, telephones, faxes, and copy machines.

## **II. SERVICE STANDARDS**

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

1. **Regular Hours of Operation:** Subrecipient shall be available to program participants during scheduled hours of operation, Monday – Friday 8:00 a.m. to 5:00 p.m. Hours of operation shall effectively serve the needs of Program participants.

2. The County reserves the right to set and modify hours of operation based on program demands that will most effectively serve the needs of its customers.
3. **Holiday Operation Schedules:** Subrecipient shall ensure that arrangements full-service delivery is available throughout the year with limited closures as detailed below for the following County-observed holidays:

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

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

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

**B. Subrecipient Responsibilities:**

1. Subrecipient shall assume the role of employer of record for EPP and WEX participants.
2. Ensure that all participants are covered by Workers Compensation as determined by the California Department of Social Services (CDSS).
3. Collect, review and approve all participant timesheets for processing of payroll.
4. Provide and distribute paychecks on a bi-weekly basis to all EPP and WEX enrolled participants.
5. Oversee and process payroll through July 2020. Subrecipient is responsible for payment to participants through June 30, 2020.
6. Provide direct deposit of paychecks to those participants requesting that option.
7. Establish emergency protocols to ensure all EPP and WEX participants are paid as scheduled. Provide for last check of the year to cover up to June 30, 2020.
8. Subrecipient shall follow provisions and requirements of Affordable Care Act (ACA) and Healthy Workplaces, Healthy Families Act of 2014 (AB1522) as applicable.
  - a. Ensure that unspent sick leave time will not be carried over to the following program year.
  - b. Ensure that participants who are on sick leave are not permitted to participate in any work experience, trainings, workshops, and/or meetings.
  - c. Establish an internal formal policy to implement provision of paid sick leave
  - d. Track accruals and usage of paid sick leave
9. Subrecipient shall collect and review all documentation necessary for referral, registration and enrollment of eligible participants.
10. Subrecipient shall serve all participants who have been referred by SSA for VTR, WEX, and EPP activities, pursuant to the MOU and this Contract. Subrecipient shall place participants at a Worksite within fourteen (14) working days of the referral for services, unless otherwise directed by CID or SSA.
11. Subrecipient staff shall work closely with each participant to develop an understanding of the participant's needs and barriers, assess career goals, and arrange EPP, VTR, or WEX



- assignments with an appropriate, agreed upon Worksite and/or training location. Workshops, one-on-one training, intensive case management, and coaching will be utilized to assist the participant in locating, obtaining and retaining employment.
12. Subrecipient shall work directly in concurrence with WTW SSA staff to identify barriers/noncooperation, prior to returning participant to the WTW program.
  13. Subrecipient shall ensure the participant learns basic job skills including how to write an effective resume, dress appropriately for a job, successfully interview, and effectively communicate with an employer.
  14. Subrecipient shall provide an orientation to participants which includes providing information on program goals and objectives; EPP, VTR, or WEX assignments; participant's rights and responsibilities; Participant Termination Policy; Grievance policy; and permitted and prohibited political activities.
  15. Subrecipient shall work with and motivate difficult-to-place participants who have multiple barriers, which may include a resistance to program participation.
  16. Subrecipient shall provide services to meet participant's ethnic diversity in a manner responsive to individuals with literacy, language, and sociocultural issues that demonstrate language or cultural barriers to Employment, including resistance to pursuing employment in occupations that may be perceived as nontraditional.
  17. Subrecipient shall work with participants to resolve attitudinal barriers toward obtaining and retaining employment, such as fear of going to work, anger and resentment from being required to participate, low self-esteem/motivation, problems with accessing and navigating public transportation, and childcare concerns.
  18. Subrecipient shall monitor the progress of all EPP, VTR, and WEX participants by communicating every two (2) weeks, or more often if needed, with the participant and the Worksite Supervisor for EPP and WEX; and the Training Provider for VTR to discuss steps needed to complete the program.
  19. Subrecipient shall collaborate with WTW SSA staff and the Worksite to help participants overcome employment barriers such as food, transportation, housing, legal assistance, and clothing needs.
  20. Subrecipient shall provide employment sites for WEX services leading to employment that is anticipated to be permanent, and secured during a participant's assignment to WEX.
  21. Provide employment sites for EPP in public or private, non-profit organizations, with a focus on County of Orange Worksites.
  22. Explain employer requirements and expectations, job retention techniques such as attendance and punctuality, social etiquette, personal hygiene, appropriate dress, productivity, common reasons for promotion and dismissal, employment problem-solving skills, and planning for/handling common problems faced by new employees.
  23. Develop appropriate training sites in the community, monitor attendance, and communicate with WTW SSA staff regarding participation and attendance.
  24. FOR POSTING REQUIREMENTS - FOLLOW provisions and requirements in County Information Notice 18-OCDB-03.
  25. Develop relationships with local businesses by networking and developing Worksites for EPP, VTR, and WEX participants.
  26. Conduct semi-annual meetings with worksites to review procedures and update program changes.
  27. Attend meetings with County and other contracted service providers, including Multi-Disciplinary Team (MDT) meetings, and other meetings as requested.
  28. Cooperate with SSA with respect to sanctions applied to participants in the event of participant non-cooperation. This may include testifying at participant non-compliance hearings.



29. Provide internal forms that are not mandated by County or by program requirements. Internal forms shall be reviewed by County prior to implementation.
30. Ensure that all services provided to participants under this Contract are conducted in a manner sensitive to literacy, language, and socio-cultural issues that may impact the participants. All staff providing services under this Contract shall be trained in cultural differences to ensure their ability to recognize and assist participants who demonstrate language or cultural barriers to employment, including resistance to EPP, VTR, and WEX activities. Services shall be provided in the participant's language or interpreters shall be obtained when necessary.
31. Adhere to all aspects of the program including human resources processes.
32. Request participants' confidential skills assessment documents for each referral that will assist in evaluating participant's abilities, skills and interests for employment and training.
33. Consult with the WTW SSA staff on a regular basis regarding participant's progress in assigned activity.
34. Assist WEX and VTR participants with job search to obtain unsubsidized employment within 45 days or as otherwise approved by WTW SSA Staff, of completing WEX assignment or VTR training if the employer did not retain participants.
35. Inform the WTW SSA Staff of suspected welfare eligibility or supportive services payment fraud within 48 hours of the suspected fraud.
36. Follow all local, State and Federal regulations, and SSA policies and procedures related to the EPP, VTR, and WEX Programs.
37. Provide monthly attendance reports and participant evaluations to WTW SSA Staff by the 10th calendar day of the following month.
38. Submit Reports to CID as directed, and by the calendar day(s) assigned.
39. While this is a program based on referrals from WTW SSA Staff Subrecipient is responsible for keeping the WTW SSA Staff informed of the EPP, VTR, and WEX programs.
40. Subrecipient shall coordinate and facilitate EPP, VTR, and WEX program presentations to WTW SSA Staff as requested by SSA.
41. Subrecipient shall monitor budgets and expenditures and ensure that all budgeted funds are fully expended by the end of each fiscal year.
42. Track client participation with work experience and training.
43. Meet or exceed all performance outcomes as stated in Attachment E of the Contract
44. Ensure that there are sufficient staff resources dedicated to EPP/WEX/VTR programs to meet program obligations and outcomes.

### **C. General Staffing Requirements**

1. Subrecipient shall provide services in accordance with all applicable laws, policies, procedures, regulations, and standards of federal law, State law, the County of Orange and the Board of Supervisors.
2. There shall be the requisite number of staff hired by the Subrecipient to operate program services as outlined in this Contract, and as provided for in the budget attached herein
3. Subrecipient shall ensure that all reception and support staff have received training in customer service, communication skills, and proficient computer skills (Windows, Microsoft Office and CalJOBS).
4. Subrecipient shall be responsible for filling any vacancies, which may occur during the term of this Contract in order to ensure the continuous and efficient delivery of services to

- participants. Subrecipient shall fill any vacancies with individuals with the appropriate experience and levels of education required for the job, and notify the CID of the position incumbent.
5. Subrecipient shall provide a copy of Attachment A (Scope of Services) to all program staff and a copy of the Contract fiscal requirements to all fiscal staff. Subrecipient shall require all staff to sign a statement indicating that they have received the applicable sections of this Contract and have reviewed and understood the contractual requirements and programmatic objectives.
  6. Subrecipient shall utilize overtime only to the extent that not doing so will have a negative impact on service delivery or meeting program deliverables including invoices. Proper staff management should negate the need for overtime pay.

#### **D. Professional Staffing Requirements**

1. Subrecipient staff shall be participant-oriented professionals who are knowledgeable about the challenges with providing workforce development services to difficult-to-serve populations. Staff shall be able to build one-on-one working relationships with participants to aid in eliminating challenges that are hindrances to obtaining and retaining employment. Services provided in small groups shall also be considered in order to maximize staffing efficiencies and available resources.
2. Staff shall be trained and have current knowledge of regulations and requirements, CalJOBS, contractual goals, County policies and procedures, local labor market information, industry clusters, career pathways and demand occupations, on-the-job training, and local resources that are available to assist participants seeking training and/or vocational services.
3. Subrecipient shall ensure that staff understand the contractual requirements and programmatic objectives of this Contract.
4. Staff shall have an understanding of Department of Labor TEGs, State EDD Directives/Information Notices, and County Policies and Procedures. Staff shall be informed of any new guidance, as it is released. All directives and policies shall be discussed during regularly scheduled staff meetings.
5. Gaps in Service Delivery: Subrecipient shall ensure that participant activities remain uninterrupted in accordance with the provisions set forth in this Contract.
6. Notwithstanding, all program staff shall be proficient in performing the following duties:
  - a. Provide job development and assist participants in job placement as applicable for job developers;
  - b. Conduct outreach, recruitment and eligibility determination to a targeted population;
  - c. Conduct objective job skills assessment for eligible participants to ensure appropriate evaluation;
  - d. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
  - e. At a minimum, develop a résumé for every enrolled Participant;
  - f. Provide case management to all participants in all areas related to gaining/retaining employment and career advancement;

- g.** Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;
- h.** Maintain regular contact with participant (at a minimum of once every two weeks);
- i.** Maintain documentation of regulatory and contractual compliance, and maintain detailed case files and complete, statistical and performance reports;
- j.** Develop relationships with training providers, worksites and partner agencies;
- k.** Provide specific guidance in transferable skills for all participants transitioning between industry clusters;
- l.** Disseminate specific information for upcoming events, job fairs, etc. that would benefit the participant.
- m.** Use Labor Market Information to assist job seekers in making informed decisions about job training and career pathways.
- n.** Have a comprehensive understanding of LMI trends, demand occupation criteria to enhance placements.
- o.** Ensure active job placement no later than when a participant reaches 75% of training completion.

**7. Program Manager:**

- a.** Manages the successful implementation of the EPP, VTR, and WEX Program, assuring that all contractual commitments are met;
- b.** Ultimately responsible for adherence to local, federal, and state policies;
- c.** Establishes and maintains positive working relationships with all funding sources and all partners both in-house and within the community;
- d.** Facilitates project accomplishments and ensures that management decisions and contractual goals are understood and supported by all staff; and,
- e.** Shall be directly responsible for all fiscal oversight of their budgets.

Subrecipient shall be proactive in requiring staff to adopt participant service principles targeted toward achieving high participant satisfaction, which meets participant expectations in their delivery of services under this Contract. This may include the provision of professional development, in-service training, role modeling, case studies, and other techniques and strategies applicable to fostering the adoption of a value system, which is based in continuous improvement principles.

**E. Communication, Distributed Material and Postings, and Physical and Program Access Standards**

- 1.** All outreach and recruitment materials shall be submitted to the County administrative office for review and approval prior to use. The County will require a minimum of ten (10) working days to review and approve. Subrecipient may keep their logo on the site published material, but it should be secondary to the OCDB logo.
- 2.** All logos and naming conventions shall be provided by the County to maintain quality and consistency. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
- 3.** Language requirements for all printed materials and other information shall be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers shall be removed so that all participants feel welcomed and have a positive experience.

4. Subrecipient shall be responsible to post the “Equal Opportunity Is The Law” and the “Summary of Rights and Program Grievance and Complaint Procedures” in prominent locations, and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish and Vietnamese. Participant acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish and Vietnamese.
5. Subrecipient shall maintain a Complaint log annually (calendar year). **Subrecipient shall submit a Complaint log to the County of Orange by January 10, 2020 even if no complaint was filed.** The Complaint log shall be submitted to OCDB@OCCR.OCGOV.COM and copy the respective CID Program Manager/Administrator.

#### **F. Quality Assessment/Review**

1. Subrecipient shall be responsible for internal monitoring of their fiscal/procurement and program operations which includes, but is not limited to; a quality assurance system to review case files, including electronic files, participant’s eligibility determination and documentation, Individual Development Plan, Crystal Report rosters, gaps in service delivery, provision and documentation of substantial services, timely participant exit, performance outcomes, follow-up activities, purchases, expenditures and invoices, federal and state requirements for programmatic and physical access to services and activities (including access for individuals with disabilities). Quality and consistency of services among programs and staff is essential.

Subrecipient shall establish and follow a standardized review methodology that:

- a. Includes procedures for monitoring programs at least once each program year;
- b. Requires the review of a minimum of ten percent (10%) of the active caseload and five percent (5%) of the exited caseload;
- c. Results in written reports to record findings, any needed corrective action, and due dates for the accomplishment of corrective actions;
- d. Requires systematic follow-up to ensure that necessary corrective action has been taken; and
- e. Requires that following the completion of each internal monitoring, completed reviews are verified, and a list of files reviewed is maintained.

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

2. In addition to Item #1 above, the Subrecipient shall follow their regular (day-to-day) internal review processes to support high standards of service provision and documentation. This shall include periodic file review and immediate correction of issues noted.
3. Subrecipient shall conduct an analysis of participant flow, program delivery, case management strategies and tools, business process and service improvement once per program year. **Subrecipient shall provide documentation of the process followed and the results of the analysis to the County of Orange administrative office by December 31, 2019.**
4. Subrecipient shall take timely corrective action measures as a result of findings identified through federal, state and County monitoring. Repeat and systemic findings identified in any

federal, state and County compliance monitoring may result in a possible reduction in funding and/or other sanctions issued by the County of Orange.

5. Subrecipient shall participate in industry wide forums to learn about best practices, improvements in service delivery, recommended corrective actions, and implementation of process improvements. These activities shall be included within Monthly Reports.

#### **G. Documentation and File Maintenance**

1. **Case Files:** shall be maintained for each participant served. Files shall reflect both quality services and regulatory compliance under this Contract in a format approved by County, which will include, but not be limited to, the following:
  - a. Initial Referral form.
  - b. Documentation of all correspondence in regards to the participant's participation in the program, including any correspondence involving Subrecipient.
  - c. Attendance records of participants (Monthly attendance reports).
  - d. Documentation, including dates, of any problem occurrences reported by the EPP Worksite, VTR provider, or WEX Worksite.
  - e. All correspondence related to a Workers' Compensation injury.
  - f. Participant Evaluations and feedback and communication from participants on their performance; feedbacks from EPP Worksite, WEX worksite or VTR provider on participant's progress; feedbacks and input from WTW SSA Staff.
  - g. Employment Verification Form.
  - h. Assessments.
  - i. Individual Employment Plan.
  - j. Copy of participants' Resume.
  - k. Approved Vocational Training (VTR) voucher for VTR enrolled participants.
  - l. Sign in sheets or progress reports resulting from site monitoring.
  - m. Time and attendance reports, completion certificates, if receiving VTR-funded training.
  - n. Signed participant Agreement, timesheets, and other related or Work Experience (WEX/EPP) documentation, if applicable.
  - o. Supportive Services coordination documentation.
  - p. Printed case notes showing provision of all substantial services provided including close coordination and consultation with the SSA WTW SSA Staff.
  - q. Completed I-9 Form.
  - r. Legal right-to-work documents.
  - s. Complaint Policy acknowledgment form signed by the participant per OCDB Information Notice 18-OCDB-03.
  
2. **Confidential Information:** Personally Identifiable Information (PII) and information designated as sensitive (both in hardcopy and electronic format) relating to services received by participants including information regarding medical and/or substance abuse treatments shall be subject to local, federal and state privacy/confidentiality guidelines.

Files shall not include any documentation that discloses an individual's disability (including individuals who do not have a disability). Any mention of disability related information shall be placed in a separate file, located away from the main file.

Subrecipient shall ensure that staff are properly trained and updated for safeguarding protected PII and information designated as sensitive, including proper treatment, release and security of records. Access and release of records shall be in accordance with applicable guidelines. All staff shall follow the guidelines on the release of information form and shall obtain an original form prior to releasing information to anyone other than the participant. Subrecipient shall require all of its employees and volunteers who may provide services to sign a confidentiality agreement before commencing the provision of any services to maintain confidentiality of any and all materials and information with which they may come into contact except as may be required to provide services under this Contract or to those specified in this Contract as having the capacity to audit.

3. **Security:** Subrecipient shall maintain all customer files in a locked cabinet accessible only to authorized personnel. In addition, Subrecipient shall maintain an Information Technology (IT) usage policy to support security obligations regarding all confidential and sensitive information. Emails containing Personally Identifiable Information (PII) must be transmitted through secure emails.

#### **H. Customer Service and Participant Satisfaction**

1. Subrecipient shall take part in the qualitative evaluation of services through the distribution and collection of customer satisfaction surveys as defined in Information Notice 04-OCWDA-22.
2. Subrecipient shall communicate to their staff that meeting participant satisfaction and expectations is a primary goal of the County of Orange.
3. Subrecipient shall review and evaluate the data collected and shall be responsible for corrective action(s) with respect to survey findings or trends related to the services provided under this Contract. Survey results shall be made available to the County of Orange upon request.
4. Subrecipient agrees to be proactive in requiring staff to adopt customer service principles targeted toward achieving high participant satisfaction and which will meet customer expectations in the delivery of services under this Contract. This may include in-service training, disciplinary actions, role modeling, case studies, and such other techniques and strategies applicable to fostering continuous improvement principles and customer satisfaction.
5. Subrecipient shall provide at least one (1) testimonial each month from job seeker participants. Examples of testimonials may be a participant success story or a letter from a participant. Testimonials shall be included in the WTW SSA Staff Presentations.

#### **I. Organizational Chart:**

1. Subrecipient shall maintain an organizational chart along with corresponding functional job descriptions for every classification funded, in whole or in part. **Subrecipient shall provide an updated organizational chart along with functional job descriptions to the OCCS administrative office by July 31, 2019.**
2. The staffing design and overall number of positions and associated assignments are subject to pre-approval by the CID.



3. Should any organizational or staffing arrangements change during the program year, Subrecipient shall immediately submit a revised organizational chart to the CID.

**J. Internal Policies and Procedures:**

1. Subrecipient shall develop policies and procedures for the operations and administration of the CalWORKs/WTW programs of EPP, VTR, and WEX.
2. All current Policies and Procedures shall be reviewed to ensure full compliance. **Subrecipient shall provide a copy of all Policies and Procedures to the OCCS administrative office by August 30, 2019.**

**III. SERVICE DELIVERY**

Subrecipient shall provide EPP, VTR, or WEX activities to all CalWORKs WTW participants referred by SSA in accordance with CalWORKs WTW County policy. All participants referred to EPP, VTR, and WEX activities must meet all eligibility requirements of the EPP, VTR, and WEX providers.

Subrecipient shall implement a workforce system structure and governance that reflects the various sectors of the economy. Subrecipient shall provide activities that increase the employment, retention, and earnings of clients, increase occupational skill attainment by clients, and as a result, improve the quality of the workforce.

Although services may end if there is a participation problem due to non-cooperation, participants shall not be refused services by Subrecipient without discussion and concurrence with WTW SSA Staff. WTW SSA staff shall discuss and concur prior to any action taken by Subrecipient to minimize issues that impede the participants' ability to complete EPP, VTR, and WEX.

**A. Target Population:**

Participants who meet all of the following criteria may be referred for EPP, VTR, and WEX activities, per SSA policy:

- i. Are required to participate, or have voluntarily enrolled, in the CalWORKs/WTW program pursuant to State regulations;
- ii. Have not obtained unsubsidized employment sufficient to meet minimum required hours of WTW participation;
- iii. Are deemed suitable for the activity by WTW SSA Staff;
- iv. Continue to meet CalWORKs eligibility criteria; and
- v. Reside in Orange County.

**B. Job Seeker Services:**

1. Enrollment/registration shall be completed for all participants. Subrecipient shall be responsible for collecting all information. Data collected at time of registration shall include all required elements (such as participant's name, address, date of birth, age, gender, e-mail address, phone number, veteran status, employment status, right-to-work status, barriers to employment, services requested, and employment goals).

2. Availability of funds in conjunction with individual need and eligibility guidelines, Subrecipient shall determine the combination of services appropriate for individual participants.
3. Informational Workshops shall be developed and facilitated by Subrecipient, and shall be made available to all participants. Workshops shall augment individualized service and provide the participants with the knowledge and skills necessary to identify potential job prospects, fill out an application, or construct a resume. Additional workshops shall help participants gain marketable skills to ensure successful job retention. Participants shall not be required to attend workshops in any particular sequence.
4. Career Services:
  - a. **Initial assessment of skill levels** including literacy, numeracy, and English language proficiency, aptitudes, abilities including skills gaps, and supportive service needs.
  - b. **Labor Exchange Services**, including job search and placement assistance and, in appropriate cases, career counseling, including provision of information on in-demand industry sectors and occupations as well as nontraditional employment.
  - c. **Provision of information** relating to the availability of supportive services or assistance, including child care, child support, medical or child health benefits under the supplemental nutrition assistance program, assistance through the earned income tax credit, and assistance under temporary assistance for needy families and other supportive services.
  - d. **Referrals to the services or assistance** relating to filing claims for unemployment compensation, assistance in establishing eligibility for programs of financial aid assistance for training and education programs.
  - e. **Comprehensive and Specialized Assessments** of the skill levels and service needs of participants, which may include diagnostic testing and use of other assessment tools and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals. Comprehensive Assessment shall be staff assisted and shall be provided to all participants.

Assessment shall consist of employment and education history, an interest inventory, skills inventory, barriers to employment, supportive services and training needs, and other relevant information, which shall result in the development of an Individual Employment Plan, as described below. The depth of the assessment may vary depending on the needs and the nature of employment barriers of the participant.

- f. **Development of an Individual Employment Plan (IEP)** to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve their employment goals. The IEP shall identify the specific services needed to assist participants in securing a job, support services, as well as, ancillary services that may be required to overcome other issues impacting their ability to secure and maintain employment. In developing a strategy for participants, Subrecipient shall consider those services available through other service providers in the community and shall refer participants to such services as needed. Activities to which participants are referred shall reflect a consideration of the participant's assessment, economic analysis and educational levels. Subrecipient



shall periodically, or at a minimum of once a month, reaffirm with the participant that the services and activities are appropriate as outlined in the IEP and shall modify the services and activities as necessary to meet their needs.

- g. Career Planning** shall be provided to all enrolled participants. Subrecipient shall assist the participant in identifying and overcoming any barriers to obtaining and retaining employment, act as an advocate on behalf of the participant and refer the participant to other programs and resources. Career Planning shall also be provided to those participants who are enrolled in training. Subrecipient shall have contact with participant through the range of activities provided up to and following placement in unsubsidized employment.

Subrecipient shall contact their participants at a minimum of every two weeks and provide substantial services. Documentation of all services provided shall be kept current in the participant's file. A substantial service **does not** include:

- A standard mailing;
- A basic question answered with little expenditure of staff time;
- Access to or use of electronic self-services;
- A determination of eligibility to participate in the program;
- A self-described job search that does not result in a referral to a job;
- Contact with participant or employer to only obtain employment status, educational progress or need for additional services.

Subrecipient shall communicate with the other service providers as needed to review participant performance and to address any issues that may arise. Any changes of assignment to a Job Developer shall be transmitted to the participant in writing with a copy of the letter to be maintained in the participant's file. Should the Job Developer be scheduled to be off for vacation or illness, Subrecipient shall ensure that other Staff is available to assist during that time.

- h. Internships and Work Experience** that are linked to careers including paid or unpaid planned, structured learning experiences that take place in a workplace for a limited period of time that provide helpful means for an individual to gain experience that leads to unsubsidized employment.
- i. Preparation Activities** such as interviewing skills, job search techniques, resume writing, adult basic education, ESL, GED, computer literacy and job retention skills.
- j. Short-term Prevocational Services** including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment.
- k. Financial Literacy Services** may be provided upon participant's request including, but not limited to, creating budgets, initiating checking and savings accounts at banks, and making financial decisions; how to effectively manage spending, credit, and debt including loans, consumer credit, and credit cards.
- l. Out-of-Area Job Search Assistance** may be provided to participants that move out of the area. Job Developer shall refer the participant to a One-Stop Center in their new Local Workforce Development Area (LWDA). Job Developer shall provide

participants with locations, hours, phone number, website and directions on how to access the center.

- m. English Language Acquisition** and integrated education and training programs.
- n. Resumes** shall be developed for all participants enrolled. Resumes shall be reviewed and updated so that they remain current. Copies of updated resumes shall be placed into the participant's file and on tracking data warehouses such as but not limited to, an internal drive or shared drive. Resume development or updates conducted in collaboration with staff shall be outlined in the case notes to reflect services provided.
- o. Mentoring** including counseling to establish emotional support shall be provided for all participants enrolled. Mentoring can be done individually or in groups. Group mentoring models may include Job Clubs that provide assistance, networking, and peer support for job seekers.
- p. Access to Supportive Services** including, but not limited to, transportation, food vouchers, professional clothing and uniforms shall be provided through coordination with WTW SSA Staff based on participants needs.
- q. Working with Project Partners** including coordinating with WTW SSA Staff, and SSA Project Partners to provide ancillary services and/or other comprehensive services. Both Subrecipient and other SSA Project Partners shall operate in a manner that results in what is best for the project.
- r. Job Placement** including one-on-one placement assistance shall be provided to all participants. Job Developers shall work closely with their participants to provide them with solid recommendations for pursuing job leads that match their individual skills, work history, and other abilities, and which have potential for employment. Job Developers shall also work closely with prospective employers in order to develop job leads and negotiate job opportunities for their participants. Maintaining positive relationships with businesses/employers will lead to more effective outcomes.

#### **IV. PERFORMANCE**

##### **A. Performance Measures**

Subrecipient shall provide EPP, VTR, and WEX activities to enhance and facilitate opportunities for participants to obtain and retain employment with the goal of earning enough to be considered self-sufficient.

Subrecipient shall meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams included in this Contract. Subrecipient must maintain performance standards set for quality and quantity of service. Subrecipient shall work to ensure quality and quantity program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the OCDB. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds. Subrecipient may be subject to corrective actions, termination of the contract, or sanctions, including contract suspension and/or withholding of

funds, if performance levels agreed to in this Contract, falls below a specified level each month and/or each quarter. The corrective action may include appropriate measures designed to improve the performance of the local area.

1. EPP Assignment: Subrecipient shall assign 80% of the EPP participants referred in worksites and continue services to carry-in EPP participants until June 30, 2020.
  2. VTR Assignment: Subrecipient shall assign 80% of the VTR participants referred in training programs and continue services to carry-in VTR participants until June 30, 2020
  3. WEX Assignment: Subrecipient shall assign 80% of the WEX participant referrals in worksites and continue services to carry-in WEX participants until June 30, 2020.
  4. EPP Completion Rate: A minimum of 70% of the participants exiting EPP shall fully complete the length of the EPP activity as referred by WTW SSA staff or exit due to obtaining unsubsidized employment.
  5. VTR Completion Rate: A minimum of 70% of the participants exiting VTR shall fully complete the length of the VTR activity as referred by WTW SSA staff or exit due to obtaining unsubsidized employment.
  6. WEX Completion Rate: A minimum of 70% of the participants exiting WEX shall fully complete the length of the WEX activity as referred by WTW SSA staff or exit due to obtaining unsubsidized employment.
  7. VTR Employment Rate: 60% of participants who attend VTR activities shall obtain unsubsidized employment within forty-five (45) calendar days of completing VTR activities.
  8. WEX Employment Rate: 60% of participants who attend WEX activities shall obtain unsubsidized employment within forty-five (45) calendar days of completing WEX activities.
- B. MIS Submission/Reporting:** Subrecipient shall adhere to MIS procedures for data entry, timelines, and reporting requirements upon the request by the County administrative office. Refer to the latest County of Orange policies, State Information Notices and subsequent updates for complete information and guidance.
1. Subrecipient shall comply with data verification requirements listed in the latest County of Orange policy and any subsequent updates;
  2. Subrecipient shall immediately implement and adhere to future policy revisions and changes or enhancements in procedures and processes pertaining to MIS submission and reporting.
  3. Subrecipient shall use the most current templates provided by the County of Orange. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified.
  4. Subrecipient shall implement a quality control process to ensure integrity of data submitted, review and approve all paperwork and reports submitted to the County of Orange.
  5. Subrecipient shall immediately address problems, including attendance issues, achievements, or other inquiries about EPP, VTR, and WEX activities with affected participant and employee/instructor. Subrecipient shall inform WTW SSA Staff within twenty-four (24)

- hours to allow for quick intervention and results-oriented action to address the issue with the participant.
6. Subrecipient shall provide monthly participant attendance and progress reports including achievements and the number of hours worked to WTW SSA Staff and/or County of Orange Program Manager as applicable by the tenth (10th) calendar day of the preceding month.
  7. Subrecipient shall provide each month, a referral tracking report for the preceding month, in a format approved by County of Orange. Data elements shall include, but not limited to the following for each program:
    - a. Number of referrals received from SSA;
    - b. Number of participants enrolled and participating in EPP program, VTR, or WEX;
    - c. Number of referrals returned to WTW SSA Staff prior to assignment in EPP, VTR, or WEX at the end of the reporting period;
    - d. Total active participants in EPP, VTR, and WEX;
    - e. Number of participants exiting EPP, VTR, and WEX;
    - f. Number of participants who completed their EPP, VTR, and WEX assignments;
    - g. Number of EPP, VTR, and WEX participants who obtained unsubsidized employment within 45 calendar days of completing the activity.
    - h. Updated information on the status of the referrals, issues and concerns related to the participants progress in the EPP, VTR or WEX activities.

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

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

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

**Subrecipient shall be able to produce all corrective action plans upon request by the County of Orange administrative office.**

**D. Accounting and Fiscal Controls**

1. Subrecipient shall operate program in accordance with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, Generally Accepted Accounting Principles (GAAP) and CFRs as indicated in Exhibit 7 of this Contract.

2. Authorized signatures for execution of documents, amendments, budget modifications and invoices are limited to those individuals identified in the Authorized Signature Form. The form will be provided to the County of Orange.
3. Invoice templates shall be provided by the OCCR Accounting Department.
4. All program invoices including two original sets with wet signatures are due to the Orange County Community Resources (OCCR) Accounting Office by the tenth day (10th) following the month being reported.
5. Invoices with errors will be returned to Subrecipient for re-submission.
6. Failure to provide timely and accurate invoices can result in reduction or elimination of this Contract.

**A master salary spreadsheet identifying all staff and their allocation across programs shall be submitted to the CID administrative office by August 18, 2019.**

**E. Budgets and Budget Modifications**

Budget modifications are limited to three (3) adjustments per Contract year, as outlined in Information Notice No. 11-OCWDA-03. County initiated adjustments do not count towards the three allowed each year

**V. DELIVERABLES**

Limited funding and limited fund life requires that expenditures and programmatic information be reported in a timely and accurate manner. Subrecipient shall submit the reports and data as detailed within the Scope of Services and summarized below. Page references and timelines for submission are also indicated.

<b>II. SERVICE STANDARDS</b>	<b>Due Date</b>
Complaint Logs [p.10]	As specified by CID policy
Verification of all quality assessment review [p. 11]	Upon Request
Analysis of participant flow, program delivery, case management strategies and tools, business process and service improvement [p.11]	As specified by CID policy
Participant Satisfaction Survey Report [p.13]	Upon Request
Organizational Chart [p.13]	July 31, 2019
Internal Policies/Procedures [p.13]	August 30, 2019
<b>IV. PERFORMANCE</b>	<b>Due Date</b>
Performance Measures Data, as applicable [p.18]	As directed by CID staff

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Participant Attendance Report [p.19]	10 <sup>th</sup> day after the end of each month
Referral Tracking Reports [p.19]	As specified by CID policy
Corrective Action Plans, as applicable [p.20]	As directed by OCCS staff
Invoices [p.20]	10 <sup>th</sup> of each month
Master salary spreadsheet [p.20]	August 18, 2019
Program Reports [p.21]	As specified by CID policy and directed by CID staff



## PAYMENT/COMPENSATION

**Orange County Asian And Pacific Islander Community Alliance, Inc. (OCAPICA)  
California Work Opportunity and Responsibility to Kids Act (CalWORKs)  
Welfare-To-Work (WTW) Program  
July 1, 2019 – June 30, 2020**

### 1. COMPENSATION:

This is a cost reimbursement Contract between the County of Orange and the Subrecipient for up to: \$ 3,555,752 for 12-months (July 1, 2019 – June 30, 2020) 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 of Orange shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and R of the County's General Terms and Conditions.

### 2. FIRM DISCOUNT AND PRICING STRUCTURE:

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

### 3. PAYMENT TERMS:

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

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

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

Program Invoice(s):

OC Community Resources  
Attention: Accounts Payable  
1770 North Broadway, 4th floor  
Santa Ana, CA 92706-2642



**4. INVOICING INSTRUCTIONS:**

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

The Demand Letter/Invoice must include

- A. Subrecipient's name and address
- B. Subrecipient's remittance address (if different from 1 above)
- C. Name of County Agency Department
- D. County Contract Number
- E. Service date(s) – Month of Service
- F. Delivery Order (DO) / Subordinate Agreement Number
- G. Deliverables / Service description (in accordance with Attachment A)
- H. Subrecipient's Federal I. D. number
- I. Total





## BUDGET SCHEDULE

**ORANGE COUNTY ASIAN AND PACIFIC ISLANDER  
COMMUNITY ALLIANCE, INC. (OCAPICA)  
Program Year 2019-20  
Employment Preparation Program (EPP)**

This total amount to be funded under this Contract shall not exceed \$2,925,752. Each project description and corresponding budget under this Contract shall be mutually determined and agreed upon by County and Subrecipient. Project descriptions shall be in Attachment A; herein and corresponding project budgets shall be listed in Attachment C herein.

<u>ADMINISTRATIVE COST</u>	<u>FY 2019-20</u>
Total Admin	\$50,000
<u>PROGRAM COST</u>	
Salaries and Benefits	\$267,360
Services and Supplies	\$2,608,392
Subtotal Program Cost:	\$2,874,940
<u>TOTAL ANNUAL BUDGET</u>	\$2,925,752
TOTAL CONTRACT BUDGET:	\$2,925,752
LEVERAGED RESOURCES:	\$0

**Note: Admin and Payroll Services shall not exceed \$50,812 of the contract budget. Profit is excluded from SSA EPP Budget.**

Budgets contained in Attachment C of this Agreement are high-level budgets. A Detailed budget must be submitted to the County of Orange office for approval by July 10, 2019. Budget templates will be provided by the County of Orange. Invoices shall be submitted based upon these detailed budgets.

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

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



## BUDGET SCHEDULE

### OCAPICA Program Year 2019-20 SSA Vocational Training (VTR)

This total amount to be funded under this Contract shall not exceed \$330,000. Each project description and corresponding budget under this Contract shall be mutually determined and agreed upon by County and Subrecipient. Project descriptions shall be in Attachment A; herein and corresponding project budgets shall be listed in Attachment C herein.

<u>ADMINISTRATIVE COST</u>	<u>FY 2019-20</u>
Total Admin	\$7,000
 <u>PROGRAM COST</u>	
Salaries and Benefits	\$54,640
Services and Supplies	\$268,360
Subtotal Program Cost:	\$323,000
 <u>TOTAL ANNUAL BUDGET</u>	 \$330,000
 TOTAL CONTRACT BUDGET:	 \$330,000
 LEVERAGED RESOURCES:	 \$0

**Note: Admin and Payroll Services shall not exceed \$7,000 of the contract budget. Profit is excluded from SSA VTR Budget.**

Budgets contained in Attachment C of this Agreement are high-level budgets. A Detailed budget must be submitted to the County of Orange office for approval by July 10, 2019. Budget templates will be provided by the County of Orange. Invoices shall be submitted based upon these detailed budgets.

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

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



**BUDGET SCHEDULE**

**OCAPICA**  
**Program Year 2019-20**  
**SSA Work Experience (WEX)**

This total amount to be funded under this Contract shall not exceed \$300,000. Each project description and corresponding budget under this Contract shall be mutually determined and agreed upon by County and Subrecipient. Project descriptions shall be in Attachment A; herein and corresponding project budgets shall be listed in Attachment C herein.

<u>ADMINISTRATIVE COST</u>	<u>FY 2019-20</u>
Total Admin	\$15,270
 <u>PROGRAM COST</u>	
Salaries and Benefits	\$94,272
Services and Supplies	\$190,458
Subtotal Program Cost:	\$284,730
 <u>TOTAL ANNUAL BUDGET</u>	 \$300,000
 TOTAL CONTRACT BUDGET:	 \$300,000
 LEVERAGED RESOURCES:	 \$0

**Note: Admin and Payroll Services shall not exceed \$15,270 of the contract budget. Profit is excluded from SSA WEX Budget.**

Budgets contained in Attachment C of this Agreement are high-level budgets. A Detailed budget must be submitted to the County of Orange office for approval by July 10, 2019. Budget templates will be provided by the County of Orange. Invoices shall be submitted based upon these detailed budgets.

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

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



## STAFFING PLAN

### Orange County Asian And Pacific Islander Community Alliance, Inc. (OCAPICA) July 1, 2019 – June 30, 2020 EPP

Title	FTE*
Program Manager	.70
Program Supervisor	1.00
Job Developer	.55
Job Developer	.75
Job Developer	.70
Workforce Support	.70
Workforce Support	.75
Director of Finance	.05
Accounting Supervisor	.05
Accountant	.05
HR Coordinator	.15
Payroll Coordinator	.20
<b>TOTAL:</b>	<b>5.65</b>

\*1.00 FTE = Full-Time Equivalent

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

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



## STAFFING PLAN

### OCAPICA July 1, 2019 – June 30, 2020 VTR

Title	FTE*
Program Manager	.10
Program Supervisor	.50
Job Developer	.25
Workforce Support	.08
Workforce Support	.10
Director of Finance	.02
Accounting Supervisor	.02
Accountant	.02
TOTAL:	1.09

\*1.00 FTE = Full-Time Equivalent

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

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

## STAFFING PLAN



**OCAPICA**  
**July 1, 2019 – June 30, 2020**  
**WEX**

Title	FTE*
Program Manager	.20
Program Supervisor	.50
Job Developer	.20
Job Developer	.25
Job Developer	.30
Workforce Support	.15
Workforce Support	.22
Director of Finance	.03
Accounting Supervisor	.03
Accountant	.03
HR Coordinator	.05
Payroll Coordinator	.05
<b>TOTAL:</b>	<b>2.01</b>

\*1.00 FTE = Full-Time Equivalent

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

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

**PERFORMANCE STANDARDS**

**Orange County Asian And Pacific Islander Community Alliance, Inc. (OCAPICA)  
July 1, 2019 – June 30, 2020**

Employment Preparation Program (EPP)	
PERFORMANCE MEASURES	
Assignment Rate	<b>80.0%</b>
	<i>80% of referrals received shall be placed in EPP assignments within <b>14 working days.</b></i>
Completion Rate	<b>70.0%</b>
	<i>70% of total participants served and exited shall complete their EPP assignments</i>

Vocational Training (VTR)	
PERFORMANCE MEASURES	
Assignment Rate	<b>80.0%</b>
	<i>80% of referrals received shall be placed in training programs within <b>14 working days.</b></i>
Completion Rate	<b>70.0%</b>
	<i>70% of total participants served and exited shall complete their training programs</i>
Placement/Employment Rate	<b>60.0%</b>
	<i>60% of total participants with completion shall be placed in <b>unsubsidized</b> employment.</i>

WORK EXPERIENCE (WEX)	
PERFORMANCE MEASURES	
<b>Assignment Rate</b>	<b>80.0%</b>
	<i>80% of referrals received shall be placed in WEX assignments within <b>14 working days</b>.</i>
<b>Completion Rate</b>	<b>70.0%</b>
	<i>70% of total participants served and exited shall complete their WEX assignments</i>
<b>Placement/Employment Rate</b>	<b>60.0%</b>
	<i>60% of total participants with completion shall be placed in <b>unsubsidized</b> employment.</i>



### DRUG FREE WORKPLACE CERTIFICATION

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**Company/Organization Name**

Orange County Asian and Pacific Islander Community Alliance

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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.*

Mary Anne Foo

---

Official's Name

5/8/2019

Orange

---

Date Executed

Executed in the County of Orange

*Mary Anne Foo*

Executive Director

---

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.

Mary Anne Foo

Name

Executive Director

Title

DocuSigned by:

Mary Anne Foo

5/8/2019

Authorized Signature

Date

**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.

Orange County Asian and Pacific Islander Community Alliance

Grantee/Contractor Organization

Mary Anne Foo

Name

Executive Director

Title

DocuSigned by:  
*Mary Anne Foo*

1BD967E49B5C419...  
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).

## Exhibit 4

## 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 subawardee, e. g. the first subawardee 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 "Subawardee", 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.

Exhibit 4

Not Applicable

**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                  Prime Subawardee</p> <p>Tier _____ if known</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee:                  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):                  \$ 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 checked="" 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>Documented by: _____</p> <p>Signature: <u>Mary Anne Foo</u>  <small>1BD987E49B5C419...</small></p> <p>Print Name: Mary Anne Foo</p> <p>Title: Executive Director</p> <p>Telephone No: 714-636-9095</p> <p>Date: 5/8/2019</p>	

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMS - 0348-0046

Reporting Entity: \_\_\_\_\_

\_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C; 7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,



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

Effective: July 1, 2010  
Revised: February 7, 2019

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**PURPOSE:**

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services and Housing & Community Development and Homeless Prevention. 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 Housing & Community Development and Homeless Prevention Contracts only.  
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 and Homeless Prevention reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and Housing & Community Development and Homeless Prevention 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 Housing & Community Development and Homeless Prevention 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.

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  
1770 N. Broadway, 4<sup>th</sup> Floor  
Santa Ana, CA 92706

#### **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](mailto:OCCRAccountsPayable@occr.ocgov.com)