



CONTRACT NO. MA-012-20012068

FOR THE PROVISION OF

PREVOCATIONAL TRAINING AND WORK EXPERIENCE SERVICES FOR STUDENTS WITH
DISABILITIES (SWDs) IN ORANGE COUNTY

BETWEEN

COUNTY OF ORANGE

AND

GOODWILL INDUSTRIES OF ORANGE COUNTY

<u>CFDA#</u>	<u>FAIN#</u>	<u>PROGRAM/SERVICE TITLE</u>	<u>FUNDING AGENCY</u>
84.126A	H126A200005	Vocational Rehabilitation State Grants	US Department of Education
17.259	AA-33218-19-55-A-6	WIOA Youth Formula Funds	Department of Labor

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

EXHIBITS

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

Contract No. MA-012-20012068
with
Goodwill Industries of Orange County
for
Prevocational Training and Work Experience Services for Students with Disabilities (SWDs) in
Orange County

This Contract No. MA-012-20012068 for Prevocational Training and Work Experience Services for Students with Disabilities (SWDs) in Orange County (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 Goodwill Industries of Orange County, Inc., D-U-N-S No. 07-815-65551, a California non-profit corporation, with a place of business at 410 N. Fairview Street, Santa Ana CA 92703-3412 (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
- Attachment F – Federal Award Identification Number
- Attachment G – Subrecipient Certification of Clauses

- 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 Prevocational Training and Work Experience Services for Students with Disabilities (SWDs) in Orange County under a cost reimbursement Contract; and

WHEREAS, County solicited Contract in FY 2018-19 for Individuals with Disabilities - Special Programs Services as set forth herein, and Subrecipient represented that it is qualified to provide services for Individuals with Disabilities to the County as further set forth herein; and

WHEREAS, Subrecipient agrees to provide services Prevocational Training and Work Experience Services for Students with Disabilities (SWDs) in Orange County 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, Subrecipient acknowledges the funding notification requirement of the Federal Award Identification Number attached hereto as “Attachment F;” and

WHEREAS, Subrecipient acknowledges and shall comply with, be bound by, and execute contemporaneously with this Contract, the Subrecipient Certification of Clauses attached hereto as “Attachment G;” and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Individuals with Disabilities - Special Program Services with the Subrecipient to carry out certain program services and activities for the Fiscal Year 2020-2021.

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:

<u>Coverage</u>	<u>Minimum Limits</u>
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.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Additional Terms and Conditions:

1. Scope of Contract:

This Contract specifies the contractual terms and conditions by which the County will procure Prevocational Training and Work Experience Services for Students with Disabilities (SWDs) in Orange County 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 upon execution of all signatures and continue through April 30, 2021 for nine (9) months, unless otherwise extended or terminated by the County.

3. Headings:

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

4. Maximum Obligation:

The total Maximum Obligation of County to the Subrecipient for the cost of services provided in accordance with this Contract is \$314,000 with individual Maximum Obligation budgets for each Fiscal Year as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment C.

5. 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.

6. Breach of Contract:

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

- a) Terminate the Contract immediately, pursuant to Paragraph K herein;
- b) Afford the Subrecipient written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

- c) Discontinue payment to the Subrecipient for and during the period in which the Subrecipient is in breach; and
- d) Offset against any monies billed by the Subrecipient but yet unpaid by the County those monies disallowed pursuant to the above.

7. 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.

8. 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.

9. 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.

10. 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.

11. Service Contract – Follow-On Work:

No person, firm, subsidiary or subcontractor of a firm that has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a Contract for the performance of services, the purchase of goods or supplies, or the provision of any other related action which arises from or can reasonably be deemed an end-product of work performed under the initial consulting to consulting-related Contract.

12. County’s Project Manager:

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

13. Subrecipient Bankruptcy/Insolvency:

If the Subrecipient should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Subrecipient’s insolvency, the County may terminate this Contract.

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. 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.

17. 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.

18. 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.
- C. Subrecipient will provide the County the opportunity to cure an alleged material breach. If Parties are unable to successfully resolve the alleged material breach, the Subrecipient will provide the County 180 days to transition contracted services with the intent to terminate the contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the 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 paragraph shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Paragraph K herein.

19. 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

20. Emergency/Declared Disaster Requirements:

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

Subrecipient: Goodwill Industries of Orange County.

410 N. Fairview Street
Santa Ana CA 92703-3412
Contact: Rick Adams, Vice President of Human Services
Phone Number: (714) 541-2540, ext. 4016
E-mail: richarda@ocgoodwill.org

County of Orange: OC Community Resources
Community Investment Division
1300 S. Grand Ave. Bldg. B, 1st Floor
Santa Ana, CA 92705-4407
Contact: Carma Lacy, Program Director
Phone Number: (714) 480-6420
E-mail: Carma.Lacy@occr.ocgov.com

Assigned DPA: OC Community Resources
Business Office Administration
Purchasing and Contract Development and Management
601 N. Ross Street, 6th Floor
Santa Ana, CA 92701
DPA: Elsa Rivera, Contract Administrator
Phone Number: (714) 480-2873
E-mail: Elsa.Rivera@occr.ocgov.com

32. 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.

33. 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.

34. 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.

35. Default – Re-Procurement Costs:

In case of Contract breach by Subrecipient, resulting in termination by the County, the County may procure the goods and/or Services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Subrecipient will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due to the Subrecipient. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

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>.

37. Subrecipient Certification of Clauses:

Subrecipient shall comply with, be bound by, and execute contemporaneously with this Contract, the Subrecipient Certification of Clauses attached hereto as Attachment G.

Program Specific Terms and Conditions:

38. Debarment:

Subrecipient shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit 2 and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 2 C.F.R. et seq. including 2 C.F.R. 200.213, 2 C.F.R. 2998.

39. 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).

40. 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>.

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

41. Fiscal Appropriations:

This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated, without penalty to the County.

42. Fiscal Accountability:

A. Subrecipient shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Subrecipient's system shall provide fiscal control and accounting procedures that will include the following:

- 1) Information pertaining to sub-grant and Contract awards, obligations, unobligated balances, assets, expenditures, and income;
- 2) Effective internal controls to safeguard assets and assure their proper use;
- 3) A comparison of actual expenditures with budgeted amounts for each sub grant and Contract;
- 4) Source documentation to support accounting records; and
- 5) Proper charging of costs and cost allocation.

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

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

C. Costs Charged. Cost shall be charged to this Contract only in accordance with the following:

- a. The WIOA;
- b. 20 CFR NPRM Part 683;
- c. State implementing legislation; and
- d. Requirements of Other Funding Sources.

43. Indirect Costs:

Administrative costs shall not exceed 10% of \$250,000 of the WIOA funding referenced in Attachment F – Federal Award Identification Number. Administrative costs are not an allowable expense with the STEPS 2020 funding.

44. Dissolution of Entity:

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

45. Performance Standards:

Subrecipient shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 116 (Performance Accountability System) and 194 (General Program Requirements) of WIOA and applicable regulations contained in Attachment 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.

46. Payments:

Subrecipient agrees that any and all funds received under this Contract shall be disbursed on or before April 30, 2021, and that any and all funds remaining as of April 30, 2021, 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 April 30, 2021.

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

- A. Monthly Payments: Beginning September 1, 2020 upon receipt and approval by Orange County 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 10th day following the month being reported. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract. Subrecipient must provide adequate documentation as required by County in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Subrecipient costs, incorporated herein by reference as Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation has been received and approved by County. If Subrecipient expenditures for any program referenced in this Contract fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this Contract, Subrecipient may be subject to a reduction in funding. No payments will be authorized if any preceding month's reports or invoices have not been received

47. Modification of Budget Schedule:

Upon written approval from the Administrator, the Contract Administrator shall have the authority to transfer allocated program funds from one category of the overall program Budget Schedule to any other category of the overall Budget Schedule pursuant to a written request submitted by Subrecipient. No such transfer may be made without the express prior written approval of County. Subrecipients will be limited to three (3) adjustments per year. Each modification shall be submitted to the County's Project Manager using the Budget Modification forms provided by the Contract Administrator, no later than ten (10) days after the end of the first three quarters of fiscal year 2020/2021 as necessary. The County has the right but not the obligation to make changes to the Budget Schedule at any time. County initiated adjustments will not count towards the three allowed modifications each year.

48. 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.

49. 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. Subrecipient shall ensure all costs incurred under the Contract, and its performance hereunder, shall comply with WIOA and all applicable laws, regulations, and requirements set forth in Paragraph T (Compliance with Laws) and Paragraph 68 (Compliance with Law – Contract) of this Contract.

50. 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 50 of the Contract in all subcontracts to perform work under this Contract.

- E. Subrecipient will give written notice of its obligations under this Paragraph 50 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.

51. Publication:

No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Subrecipient and/or anyone acting under the supervision of Subrecipient to any person, partnership, company, corporation, or department, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

52. 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.

53. D-U-N-S Number and Related Information:

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

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

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

54. Modification of Program Components and Service Levels:

The Parties hereto agree that those program components and service levels detailed in Attachments A, B, C, D, E, F and/or G 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, E, F and/or G then the County shall have the right to unilaterally modify this Contract to meet such requirements.

- A. County may at any time, unilaterally, by written notification to Subrecipient, make changes within the general scope of this Contract, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Changes may be made when necessitated by changes in the program services operations or performance, the operations or performance of Subrecipient, or changes in applicable statutes, regulations or State of California or Federal mandates or directives, or for other reasons. The Subrecipient shall review the County's written notification, resolve any questions regarding the change, and indicate its understanding of the additional expectation within three (3) business days after receipt of notification. Subrecipient shall perform all such changes promptly but in no event later than ten (10) business days after receiving County's notification unless otherwise directed by the County. Such changes will be memorialized into the Contract through a Contract amendment, as soon as practicable, but shall be effective upon the County's issuance of the notification.
- B. Subrecipient and County shall make a good faith effort to reach agreement with respect to changes to the scope, which affect the price of services under the Contract. Subrecipient's protest or failure to agree to the amount of any adjustment to be made as a result of the anticipated amendment shall be a dispute for which an appeal may be made pursuant to this Contract. Notwithstanding the foregoing, the price of services under this Contract shall not be increased except by written amendment of this Contract indicating the new services and price of this Contract if applicable. Until the Parties reach agreement, Subrecipient shall not be obligated to assume increased performance under the anticipated amendment beyond the limitation of funds established within this Contract.
- C. Subrecipient may request changes in the scope of performance or services under this Contract, by submitting a written request to the County's Project Manager describing the request and its impact on the Scope of Services and Budget Schedule. The County's Project Manager will review the request and respond in writing within ten (10) business days. The County's Project Manager's decision whether to approve the request or request Board of Supervisors' approval shall be final. The Contract Administrator may approve a request that meets all of the following criteria:
 - i. It does not materially change the terms of this Contract, and
 - ii. It is supported by adequate consideration to County.

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

55. 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 Fifty-Five (55)(A) through Fifty-Five (55)(I). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to County all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Subrecipient or County and which result directly or indirectly from this Contract or any subcontract.
- v. Pursuant to Paragraph Fifty-Five (55)(B)(iv) of the Intellectual Property Provisions of this Contract, the requirement for the Subrecipient to include all Intellectual Property Provisions of Paragraphs Fifty-Five (55)(A) through Fifty-Five (55)(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 Fifty-Five (55)(A) through Fifty-Five (55)(I) or result in a breach of any provisions of law relating to confidentiality.

D. Copyright:

- i. Subrecipient agrees that for purposes of copyright law, all works (as defined in Ownership, Paragraph Fifty-Five (55)(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 Fifty-Five (55)(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 Fifty-Five (55)(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 Fifty-Five (55(A) through Fifty-Five (55)(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.

56. Complaint Resolution Process and Grievance Procedures for Participants:

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

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

57. 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.

58. 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.

59. 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."

60. 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.

61. 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.

62. 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.

63. Sweat-free Code of Conduct:

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

The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or County, the Department of Industrial Relations, or the Department of Justice to determine the Subrecipient's compliance with the requirements under Paragraph 63 of the Sweat-free Code of Conduct.

64. S.W.A.G.:

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

65. Corporate Status:

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

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

66. 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.

67. Other Requirements – Program Confidentiality:

- A. Without prejudice to any other paragraph of this Contract, Subrecipient shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of Federal and State law. However, Subrecipient shall submit to County, the State of California and/or the 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.
- D. 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.
- E. Subrecipient agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Contract.

68. Compliance with Law – Contract:

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

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

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

69. Contingent Fees:

The Subrecipient warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Subrecipient or bona fide established commercial or selling agencies maintained by the Subrecipient for the purpose of securing business.

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

70. Transitional Requirements:

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

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

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

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

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

71. Set-Off:

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

72. No Termination or Suspension of Services (Continued Performance):

Notwithstanding anything to the contrary contained herein, and even if any dispute arises between the Parties or Subrecipient alleges the County's breach of contract, and regardless of whether the Parties require at any time the use of any dispute resolution procedures in Paragraph 18 (Disputes – Contract) or otherwise established by the Parties in writing, or the exercise of Paragraph 71 (Set-Off), in no event nor for any reason shall Subrecipient, during the term of the Contract, suspend or otherwise interrupt the provision of services to the County or under this Contract, interrupt any obligations of or related to a Termination Transition Plan, disable any assets used to provide services, or perform any other action that prevents, impedes, or reduces in any way the provision of services or the County's ability to conduct its activities, unless: (A) authority to do so is granted by the County's Contract Administrator (or his or her designee) in writing or conferred by a court of competent jurisdiction; or, (B) the term of this Contract has expired, or been terminated pursuant to Paragraph K (Termination) hereof and Subrecipient has performed all services required to complete the Termination Transition Plan to the satisfaction of the County, and the Contract Administrator has provided written notice thereof.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Signature Page

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

*** Goodwill Industries of Orange County.**

By: DocuSigned by:
Nicole Suydam
37A16A75BA494A8...

By: DocuSigned by:
Corrine Allen
FE98EF410FBA42F...

Name: Nicole Suydam

Name: Corrine Allen

Title: President & CEO

Title: COO

Dated: 6/26/2020

Dated: 6/29/2020

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

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

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____

Dated: _____

Dylan Wright, Director
OC Community Resources

**APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL**

By: DocuSigned by:
John Cleveland John Cleveland
74000D32EE65457...

Dated: 6/25/2020

DEPUTY COUNTY COUNSEL



SCOPE OF SERVICES

A. PURPOSE

The purpose of this Contract is to provide prevocational training and work experience services to Students with Disabilities (SWDs) in Orange County. This Contract is funded by both the Foundation for California Community Colleges/Department of Rehabilitation 2020 Summer Training and Employment Program for Students (STEPS) project and the Workforce Innovation and Opportunity Act (WIOA) In-School Youth Program and the combines programmatic expectations for both the funding sources. Up to 100 eligible SWDs will receive services from both programs; the first 50 participants shall be co-enrolled in STEPS and WIOA and the remaining 50 eligible participants are enrolled solely in the WIOA program.

In support of the OCDB's vision, the Orange County Workforce System shall incorporate job-specific training programs for youth that align with 21st-century workforce skills. The Subrecipient will be an integral function of the Orange County Workforce System by delivering high-quality workforce services and job-specific training programs for youth, beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training, such as pre-apprenticeships or internships, for in-demand industries and occupations, leading to unsubsidized employment along a career pathway, military, enrollment in post-secondary education or a Registered Apprenticeship that lead to economic self-sufficiency.

B. PROGRAM COMPONENTS AND REQUIREMENTS

The purpose of this Contract is for the delivery of comprehensive youth services that offer in-depth employment and education advancement opportunities, career exploration and counseling as well as assisting with the elimination of barriers for targeted In-School Youth (ISY) in the County with the exception of the cities of Anaheim and Santa Ana (which are governed by their own Workforce Boards).

Program Requirements

1. Ensuring eligibility of all program participants according to the following:
 - a. An individual with a disability in a secondary, post-secondary, or other recognized educational program who:
 - i. Is not younger than 16;
 - ii. Is not older than 21 years;
 - iii. Is eligible for, and receiving, special education or related service under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq.); or,
 - iv. Is an individual with a disability, for purposes of section 504*.

*The Federal Ed Section 504 Regulation defines a person with a disability as "any person who (i) has a physical or mental impairment which substantially limits one or

more major life activities, (ii) has a record of such an impairment, or (iii) is regarded as having such an impairment.

2. Submit a Department of Rehabilitation (DOR) Student Services Plan Request (DR203) and Consent to Release and Obtain Information (DR 260) forms for the first 50 eligible participants to the Local DOR District for processing.
3. Outreach and recruitment (inclusive of eligibility determination) conducted within established youth jurisdictional boundaries in order to attract a sufficient number of SWDs who need and would benefit from the services provided and meet the eligibility requirements to receive such services.
4. Conduct ACT WorkKeys assessment to evaluate academic levels, skills levels, and services needs of each participant; this assessment includes a review of basic skills, occupational skills, prior work experience, employability, interest, aptitudes, supportive service needs, and developmental needs for the purpose of identifying appropriate services and career pathways for participants.
5. Develop an Individual Service Plan (ISP) for each SWD that shall identify appropriate goals and performance outcomes with corresponding achievement goals based on the ACT WorkKeys objective assessments. The service strategy shall identify a career pathway that includes education and employment goals and the strategy for each participant shall be linked to one or more of the performance indicators described in WIOA § 116 (b)(2)(A)(ii). As the needs of the participant change and goals are met, the ISP will be modified and updated accordingly. The time of service must be directly linked with the ISP. The ISP is a “living document” and is the foundational plan for the WIOA services a participant receives. Continued evaluation will ensure progress toward the achievement of the participant’s goals and objectives.
6. WIOA requires the following fourteen (14) program elements [WIOA § 129 (c)(2)] to be available to enrolled youth participants. The services listed must be accessible to participants and may be offered in-house, subcontracted, or through collaborative partnerships utilizing community resources.
 - a. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to the completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
 - b. Alternative secondary school services, or dropout recovery services, as appropriate;
 - c. Paid work experiences that have as a component of academic and occupational education, which may include:
 - i. Summer employment opportunities and other employment opportunities available throughout the school year; Work experience must be linked to activities that will result in meeting WIOA performance measures and may not be provided on a stand-alone basis;
 - ii. Pre-apprenticeship programs;
 - iii. Internships and job shadowing; and
 - iv. On-the-job training opportunities;

- d. Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved, as determined by the local board;
 - e. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
 - f. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
 - g. Supportive services, including but not limited to transportation and professional work attire, that are necessary to enable the SWDs to participate in activities. The rationale for supportive services must be documented on the ISP and case notes, and adherence to the provisions and requirements in the County's Supportive Services policy is required.
 - h. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
 - i. Follow-up services for not less than 12 months after the completion of participation, as appropriate; Follow-up contact form must be completed for the first, second, third, and fourth quarters after exit.
 - j. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
 - k. Financial literacy education;
 - l. Entrepreneurial skills training;
 - m. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
 - n. Activities that help youth prepare for and transition to postsecondary education and training.
7. Maintain or expand school partners (public schools, private schools, adult schools, community colleges, registered home schools, public 4-year colleges/universities, and private 4-year colleges/universities) to ensure sufficient student recruitment avenues.
 8. Maintain at 35 or expand Business Partners (private businesses of any size, non-profits, and public employers) to ensure sufficient availability of placement worksites.
 9. Verify that all participating SWDs have met all 'right to work' and 'selective service' requirements. Foundation for California Community Colleges shall provide Employer of Record service for the first 50 SWDs completing paid work experience under this Contract.
 10. Provide to SWD all legally required documents prior to work start date including, but not limited to: SWD Form I-9s and work permits for SWDs under the age of 18.
 11. Subrecipient shall have the responsibility for the day-to-day control and supervision of SWDs and must provide SWD with supervision, training, and work assignments in accordance with the worksite request and job description.

12. Subrecipient to ensure that an application and all onboarding documents are submitted to Career Catalyst.
13. If SWDs will be working at worksites not under the direction and control of Subrecipient, Subrecipient shall have a signed worksite agreement with each worksite. Prior to placing participants at worksites not under the control of the Subrecipient, Subrecipient shall submit a County provided and approved worksite agreement template. The worksite agreement shall not be modified without the pre-approval of the County. County, through the Foundation for California Community Colleges, may deny placement of SWDs at any worksite if County or Foundation deems the worksite to be unsafe or non-compliant with State, Local, or Federal law. County Project Manager shall provide Subrecipient with the minimum required language to be included in the worksite agreement.
14. Provide County with detailed job descriptions for each SWD.
15. Subrecipient will be responsible for ensuring SWDs enter and approve accurate timesheets.
16. Subrecipient shall ensure SWDs receive meal and rest breaks in compliance with both California Law and the Foundation's Policy and Procedures manual. Subrecipient agrees to accurately track and provide to County a time record for all hours worked by each SWD on a bi-weekly basis. The time record shall include all of the SWD's start and end times, as well as meal period and rest breaks.
17. If requesting to terminate a SWD, including when SWD completes his or her work experience, Subrecipient shall notify County at least 7 days in advance of the requested termination date. Subrecipient shall also notify County immediately in the event a SWD voluntarily quits his or her work experience. If Subrecipient fails to notify County in accordance with this term, Subrecipient shall be responsible for compensating FOUNDATION for payments made to SWDs for the costs of waiting time penalties, per Labor Code section 203.
18. Subrecipient shall immediately notify County of any injury and/or Workers' Compensation Claims related to a SWD.
19. Subrecipient will ensure that SWDs who are under the age of 18 do not exceed 8 hours per day or 40 hours per week. If SWDs over the age of 18 do exceed 8 hours per day or 40 hours per week, Subrecipient will be responsible for payment of overtime to the SWD.
20. 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 for SWDs. Postings shall be provided in English, Spanish, Farsi, Korean and Vietnamese. Updated client acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish, Farsi, Korean and Vietnamese, which will be provided by the County of Orange.

Follow-Up Services

Subrecipient shall provide follow-up services for a minimum duration of 12 months to SWDs who have completed program services as well as those who may have dropped out of the program but need additional services unless the SWD declines to receive follow-up services or the youth cannot be located or contacted. Follow-ups shall occur no less than once every thirty (30) days and may be conducted by telephone, in person, via e-mail (or other social media), or by written correspondence. Subrecipient must maintain records showing the attempts that were made. The type of services provided, and the intensity of services must be determined based on the needs of the youth. Follow-up services must include more than a contact or attempted contact; it requires contact, interaction, and the provision of acceptable follow-up service. Contacting an individual for securing documentation in order to report a performance outcome does not constitute a follow-up service. Minimum monthly contacts and services must be documented in the case notes and Individual Service Plan (ISP). Case notes must include a narrative regarding all contacts and services. Additionally, appropriate activity codes (F-codes) for services provided to participants in follow-up must also be added to CalJOBS within 5 business days. If the participant indicates that they no longer need or want the follow-up contact, the participant must send an email or documentation in writing indicating the participant's desire not to be contacted further. This must be documented in CalJOBS case notes.

Work Experience

WIOA prioritizes work experience that has an academic and occupational education component as a critical program element [WIOA § 129(c) (2) (C), § 129(c) (4), 20 CFR § 681.590, TEGL 23-14]. This Contract requires that all eligible participants are placed in paid work locations for up to 200 hours per participant.

Summer and other employment opportunities available throughout the school year (commonly referred to as WEX) are planned, structured learning experiences that occur in a workplace for a limited period and are designed to provide exposure to the working world and its requirements. These work experiences provide youths with opportunities for career exploration and skill development. The worksite may include public, private profit or not-for-profit organizations.

WIOA funds may be used to pay wages for WEX if at least one of the following criteria is met:

1. The duties the youths will perform expose them to and/or prepare them for postsecondary education and/or entry into a demand occupation and the participant's career interest; or,
2. The primary focus of the work experience for the youths is the development of very basic workplace skills such as appropriate dress, timeliness, respect, common courtesies, and basic task completion.

Occupational Skills Training

Subrecipient shall provide occupational skills training which is defined as an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. Local areas must give priority consideration to training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the local area. Such training must:

- a. Be outcome-oriented and focused on an occupational goal specified in the individual service plan;
- b. Be of sufficient duration to impart the skills needed to meet the occupational goal;
- c. Lead to the attainment of a recognized postsecondary credential; and
- d. Meet the quality standards in WIOA Section 123.

Support Services

Subrecipient shall provide supportive services that enable an individual to participate in WIOA activities and to secure and retain employment. Supportive services include but are not limited to transportation, child care, housing assistance, educational testing, professional work attire, books, school supplies and other necessary items for students enrolled in postsecondary education and linkages to community services and referrals to health care that are necessary to enable the youths to participate in activities. The rationale for supportive services must be documented on the ISP, case notes, and adherence to the provisions and requirements in the County's Supportive Services policy is required.

Education Offered Concurrently with Workforce Preparation and Training for A Specific Occupation

Subrecipient shall provide an integrated education and training model that describes how workforce preparation activities, basic academic skills, and hands-on occupational skills training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway. While programs developing basic academic skills, which are included as part of alternative secondary school services and dropout recovery services, workforce preparation activities that occur as part of a work experience, and occupational skills training can all occur separately and at different times (and thus are counted under separate program elements), this program element refers to the concurrent delivery of these services which make up an integrated education and training model.

CalJOBS

The Subrecipient shall utilize the Employment Development Department's (EDD) CalJOBS data management system. CalJOBS is a web-based fully integrated system that supports the administration of the WIOA programs. CalJOBS is a statewide case management and reporting system that assists the public workforce development contributions of stakeholders and partners. The system aids the administration of WIOA programs to improve the quality of service delivery for job seekers and employers. Optimum use of this state data management and reporting system will be the Subrecipients responsibility, ensuring that all registered WIOA customers are tracked and reported. This includes the entry of individual participant data such as eligibility determination, demographics, activities, case notes, outcomes, and follow-up data. Timely data entry is required and must be entered within five (5) business days after the date of any individual activity. The Subrecipient will be responsible for identifying

the strengths and weaknesses of processes used to collect and analyze quantitative and qualitative data regarding EDD's CalJOBS System. The County will conduct ongoing monitoring to evaluate the Subrecipients use of CalJOBS. Failure to comply with the required use will result in corrective action and may result in revocation of CalJOBS access and contract termination.

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

System	Hardware Required	Software Required	Connectivity
Client Workstation	<p>Processor: PIII or higher</p> <p>Memory: 2 GB of RAM or higher</p> <p>Display: Super VGA (800 X 600) or higher-resolution video adapter and monitor</p>	<p>Operating System:</p> <p>Microsoft Windows 10 or higher</p> <p>Macintosh OS X v10.4.8 (Panther) or higher</p> <p>3rd-Party Software (described after table):</p> <p>Meadco ScriptX ActiveX 7.4/ Object¹/ Microsoft Silverlight 3²</p> <p>DynamSoft HTML5 Document Scanning</p>	<p>Minimum:</p> <p>Dedicated broadband or high-speed access, 380k or higher</p>
Staff/Administrator Workstation	<p>Processor: PIII or higher</p> <p>Memory: 2GB of RAM or higher</p> <p>Display: Super VGA (800 X 600) or higher-resolution video adapter and monitor</p>	<p>Operating System:</p> <p>Microsoft Windows 10 or higher</p> <p>Macintosh OS X v10.4.8 (Panther) or higher.</p> <p>JAWS for Windows software for visually impaired access (optional)</p> <p>3rd-Party Software (described after table):</p> <p>Meadco ScriptX ActiveX 7.4/ Object</p>	<p>Minimum:</p> <p>Dedicated broadband or high-speed access, 380Kbps or higher</p>

System	Hardware Required	Software Required	Connectivity
		Microsoft Silverlight 3 DynamSoft HTML5 Document Scanning	

Subrecipient shall:

1. Ensure strict adherence to all federal, state and local requirements related to CalJOBS;
2. Must input all participant data in to the CalJOBS system within 5-business days of service delivery, reported client update or program changes;
3. Establish quality control procedures to protect the integrity of data pertaining to participants, services and outcomes;
4. Ensure that all staff designated to handle data entry and data management receive training on CalJOBS functionalities and limitations;
5. Install a system to establish staff accountability for data entered;
6. Establish a review process for CalJOBS reports that include participant rosters and other reports provided by the County of Orange;
7. Ensure strict adherence to proper handling of personally identifiable information (PII) and confidential participant information; and
8. Ensure access to CalJOBS is limited to only active staff members.

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

Quality Assurance Review

Subrecipient shall be responsible for quality assurance review of their fiscal and program operations which includes, but is not limited to, a quality assurance system to review case files, including CalJOBS electronic files, participants WIOA eligibility determination and documentation, ISPs, reports (issued by CalJOBS, State, and/or Local agencies), gaps in service delivery, provision and documentation of substantial services, timely client exit,

performance outcomes, follow-up activities, property management (including maintenance of up-to-date equipment inventory lists in each service location, purchases, expenditures and invoices, federal and state requirements for universal programmatic and physical access to services and activities (including access for individuals with disabilities).

1. Subrecipient shall establish and follow a standardized review methodology that:
 - a. Includes procedures for conducting a quality assurance review on all contracted program and fiscal activities. To include review of expeditors against budget to ensure compliance OMB requirements and WIOA.
 - b. Must develop a written report to include recorded findings, any needed corrective action, and due dates for the accomplishment of corrective actions;
 - c. Requires systematic follow-up to ensure that necessary corrective action has been taken and outstanding issues are addressed and resolved; and
 - d. Requires that following the completion of each internal monitoring, completed reviews are verified and a list of files reviewed is maintained.
2. In addition to Item #1 above, the Subrecipient shall follow their regular (day-to-day) internal review processes to support high standards of service provision and documentation. This shall include periodic file review and immediate correction of issues noted.
3. Subrecipient shall take corrective action measures as a result of findings identified through federal, state and County monitoring within 15 days of notification. Repeat and systemic findings identified in any federal, state and County compliance monitoring may result in a possible loss or reduction in funding and/or other sanctions issued by the County of Orange.

Subrecipient shall be responsible for being knowledgeable of and complying with all WIOA and related California laws, regulations, rules, and policies of the funding sources related to the subject matter of this contract. If the County determines, at its sole discretion, that the Subrecipient is not responsible, that it does not possess the administrative, fiscal, and/or technical resources and capabilities necessary to successfully perform under the terms and conditions of an agreement, it shall terminate the agreement immediately.

Co-enrollment

Strategic co-enrollments are encouraged for maximum benefit to a program participant. Co-enrollment can increase program and participant success, maximize resources, enable greater efficiencies in service delivery, and align services with regional sector pathways. The Subrecipient shall be responsible for tracking the services and funding streams that pay the cost of services to youth who are participating in youth and adult programs concurrently to ensure no duplication of services.

Staffing Requirements

In performing the services procured by this contract, the Subrecipient must employ highly qualified and professional staff at all levels throughout the period of performance whose quality of work is reflective of the world-class workforce development system sought by the County.

1. Staffing plan must detail the staffing structure, roles and responsibilities, and qualifications of the Subrecipients staff as well as the staff requirements and structure of any subcontracted partners. This should include education, career history, workforce development competencies and experience, staff position descriptions, and resumes. Subrecipient shall ensure that Case Managers' caseloads are no more than 1/50 participant ratio.;
2. The management plan must demonstrate the overall structure of the proposed service delivery model and how that structure will be sufficiently managed. This should be inclusive of all established and proposed subcontracted relationships;
3. The description should detail how the organization will develop and manage business relationships and successfully conduct employment placement and retention services; and
4. The project timeline should include but not be limited to, hiring and training, service schedules, reporting timelines and other major activities related to the operation of these services.

Low-income Exception

WIOA maintains a five percent low-income eligibility exception where five percent of Local Area participants who ordinarily would need to be low-income do not need to meet the low-income provision. However, because not all OSY are required to be low-income, the five percent low-income exception under WIOA is calculated based on the five percent of youth enrolled in a given year who would be required to meet the low-income criteria. To be considered eligible, individuals must be approved by the OCDB prior to registration. Service Providers shall maintain documentation for tracking these participants and delivery tracking systems and documentation.

Leveraged Resources

Leveraged resources shall be defined as cash match and/or in-kind resources that will not only supplement the WIOA program but definitively result in direct cost savings to the program.

C. OPERATIONS

1. Hours

Hours of operation shall be from 9:00 a.m. to 5:00 p.m. Monday through Friday, excluding County observed holidays. The County reserves the right to set and modify hours of operation based on program demands that will most effectively serve the needs of the youth.

2. County Observed Holidays

The Subrecipient shall ensure service delivery is available throughout the holiday season. Closures are only authorized on 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	Lincoln's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day

3. Telecommuting

Subrecipient must submit written request with justification and must obtain written approval from the County prior to authorizing staff to telecommute under this Contract. Subrecipient must have an active and County approved Telecommute Policy and Telecommute Employee Agreement template. Subrecipient will be responsible to ensure staff possess the proper tools and/or available resources provided by the Subrecipient to support the continuation of services. In addition, Subrecipient will be responsible to ensure the services provides are within the provisions and guidelines of this contract and WIOA regulations.

D. DELIVERABLES & PERFORMANCE GOALS

The performance outcome measures are based on those established by the USDOL [WIOA § 116 (b)(2)(A)] and focus on improving employment and education outcomes for youth.

Subrecipient will be called upon to provide the performance measures detailed in Attachment E of this Contract, as well as deliverables below:

1. Subrecipient will provide services to a minimum of 100 SWDs.
2. Each participating SWD shall receive up to forty (40) hours of training, including the following activities:
 - i. Job exploration counseling
 - ii. Instruction in self-advocacy
 - iii. Workplace readiness training
 - iv. Career counseling
3. Each participating SWD shall receive 200 hours of work experience, paid at no less than \$13.00 per hour. Subrecipient shall adjust the wage should the minimum wage increase during the term of this contract. If any given SWD is unable to complete all 200 hours of work experience, Subrecipient may move those remaining work experience hours to a different SWD.
4. Subrecipient shall complete monthly progress reports, due the 5th of each month. The progress reports shall include information from the previous month on each SWD, their workplace readiness training, their work experience placements, the types and cost of any

additional services provided, staffing costs, travel costs, and any additional WIOA program placements.

5. Final project report to include outcomes for each participating SWD enrolled through STEPS to include:
 - i. Student returned to school;
 - ii. Student enrolled in post-secondary education/training;
 - iii. Student obtained employment as a result of program (e.g. with STEPS work experience employer);
 - iv. Student obtained employment separate from STEPS; or
 - v. Other (provide explanation)

6. Customer Satisfaction
 - i. Satisfaction surveys shall be made available to all individuals and employers by providing a paper or electronic survey via a format provided by Orange County Development Board. Subrecipient shall review and evaluate the data collected.
 - ii. Subrecipient shall communicate to their staff that meeting customer satisfaction and expectations is a primary goal. Therefore, all workforce development activities must be client centered.
 - iii. Subrecipient shall submit customer satisfaction results to the County on a quarterly basis.

Subrecipient must identify a plan to manage performance on a monthly basis to ensure that performance metrics are adhered to for program compliance.

E. DOCUMENTATION AND FILE MAINTENANCE

1. **Case Files** shall be maintained for every enrolled participant. Subrecipient shall have a physical file and an electronic file (e.g. CalJOBS electronic file). At a minimum, participant physical and electronic case files shall include documentation of the following:
 - i. Program eligibility and determination of need;
 - ii. Client signature evidence of Equal Opportunity (EO) and programmatic grievance forms;
 - iii. All source documents needed for validation (as referenced in applicable County of Orange Policies and State Directives and Information);
 - iv. All MIS forms;
 - v. Initial and/or Comprehensive Assessments, as applicable;
 - vi. Individual Service Plan (ISP), including all updates of services provided, completed and signed by participant;
 - vii. Completed resume for all participants;
 - viii. Progress reports, time and attendance;
 - ix. Signed Employer or Worksite Agreement, timesheets, certificate, and other related documents for Work Experience (WEX);
 - x. Supportive Services documentation including participant signature of receipt;

- xi. Case management notes in CalJOBS showing provision of all substantial services provided; and
- xii. Participant physical and electronic case files shall reflect both quality services and regulatory compliance.

2. **Confidential Information**

Personal Identifiable Information (PII) and information designated as sensitive (both hardcopy and electronic) relating to services received by WIOA participants including information regarding medical and/or substance abuse treatments shall be subject to federal, state and County privacy/confidentiality guidelines.

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

3. **Security**

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

4. **Records Retention**

Subrecipient shall maintain all documents related to this Contract for a minimum of five (5) years.

F. INVOICES AND DUE DATES:

- 1. Invoices are due on the 10th of each month for previous month's expenditures in accordance with the OC Community Resources Contract Reimbursement Policy attached herein as Exhibit 5 of this Contract.
- 2. Due dates of project and program development activities will be project specific and will be determined at the time of the project assignment.



PAYMENT/COMPENSATION

GOODWILL INDUSTRIES OF ORANGE COUNTY Program Year: 2020-2021

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$314,000 for 9-months (Upon execution of all signatures – April 30, 2021) as set forth in Attachment A (Scope of Services) attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the Contract Maximum Obligation specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

2. PAYMENTS:

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

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

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

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

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

3. PAYMENT TERMS:

An invoice for the reimbursement of costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Subrecipient shall reference Contract number on invoice. Payment will be net 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rest with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when services do not meet the Contract requirements and/or are not eligible for reimbursement or allowable costs under WIOA and all applicable laws, regulations, and requirements set forth in Paragraph 68 (Compliance with Law – Contract) of this Contract.

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

construed as acceptance of any part of the services.

Program Invoice(s) must be sent to the following address:

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

4. INVOICING INSTRUCTIONS:

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

- A. Subrecipient's name and address
- B. Subrecipient's remittance address (if different from A)
- C. Name of County Agency/Department
- D. County Contract Number - MA-012-20012068
- E. Master Agreement (MA) Number – MA-012-20012068
- F. Delivery Order (DO) Number -
- G. Service Date(s) – Month of Service
- H. Deliverables/Service description (in accordance with Attachment A)
- I. Subrecipient's Federal Tax I.D. number
- J. Total Invoice Amount



BUDGET SCHEDULE

GOODWILL INDUSTRIES OF ORANGE COUNTY Program Year: 2020-2021

1. Subrecipient's Budget:

PREVOCATIONAL TRAINING AND WORK EXPERIENCE SERVICES FOR STUDENTS WITH DISABILITIES (SWDS) IN ORANGE COUNTY	
Administrative Cost	\$0
Program Cost	\$314,000
TOTAL CONTRACT BUDGET	\$314,000.00
Leveraged Resources (In-Kind)	\$42,754

2. Subrecipients of WIOA funds are not required to claim indirect costs (to include administrative cost), however, in this contract the administrative costs are capped at 10%. Administrative costs are not an allowable expense with the STEPS 2020 funding.
3. Budget(s) contained in Attachment C of this Contract are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of August 2020 invoice(s), the negotiated detailed budget must be submitted to the County for final approval. Budget template(s) will be provided by the County. In support of the monthly invoice, Subrecipient, shall submit monthly Expenditure Reports on a form provided by, the Contract Administrator and will report actual costs. Invoices shall be submitted based upon the approved detailed budget(s).
4. Subrecipient may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request Form provided by the Contract Administrator and must include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Subrecipient shall obtain written approval of Budget/Staffing Modification Request(s) from Contract Administrator prior to implementation by Subrecipient.



STAFFING PLAN

Goodwill Industries of Orange County Program Year: 2020-2021

Title	FTE*
Supervisor/Case Manager	1.00
Case Manager/Instructor	1.00
Work Experience Job Coach	0.50
TOTAL:	2.50

*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 Parties agree that the County has the right to require other or additional personnel to perform services under the Contract, as required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval.



PERFORMANCE STANDARDS

Goodwill Industries of Orange County of Orange Program Year: 2020-2021

PY 2020 – 21 Performance Goals		
WIOA Performance Indicators	Youth	Detail
SDWs/ISY Enrollments	100	New enrollments by April 30, 2021
Workplace Readiness Training	Up to 40	Total hours of workplace readiness training provided to each SWD.
Total hours of work experience provided	200	Total hours of paid work experience provided to each student.
Business Partners	35	Numbers of businesses serving as worksites for the SWDs
Education/Employment Rate 2nd Quarter After Exit	75.0%	The percentage of participants who are in education or training activities, or in in unsubsidized employment during the second quarter after exit from the program.
Education/Employment Rate 4th Quarter After Exit	70.0%	The percentage of participants who are in education or training activities, or in in unsubsidized employment during the fourth quarter after exit from the program.
Median Earnings 2nd Quarter After Exit	\$4,000	The median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program
Credential Attainment within 4 Quarters After Exit	70.0%	The percentage of those participants enrolled in an education or training who attain a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program.
Measurable Skills Gain	50.0%	The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment. Depending on the

		<p>type of education or training program, documented progress is defined as one of the following:</p> <ol style="list-style-type: none"> 1. Documented achievement of at least one educational functioning level of a participant who is receiving instruction below the postsecondary education level; 2. Documented attainment of a secondary school diploma or its recognized equivalent; 3. Secondary or postsecondary transcript or report card for a sufficient number of credit hours that shows a participant is meeting the State unit's academic standards; 4. Satisfactory or better progress report, towards established milestones, such as completion of OJT or completion of one year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training; or 5. Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks such as knowledge-based exams.
Effectiveness in Serving Employers	60.0%	Percentage of participants who exit and are employed with the same employer in the second and fourth quarters after exit.



ATTACHMENT F

FEDERAL AWARD IDENTIFICATION INFORMATION

The General Program Requirements were designed to provide the framework where the Contractor will provide Regional Workforce Services identified in this attachment.

I. GOVERNANCE

Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of the Workforce Innovation and Opportunity Act (WIOA), County of Orange, Orange County Development Board (OCDB) Policies, and Orange County Regional and Unified Local Plan 2017-2020.

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

II. GOVERNANCE REFERENCES

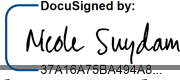
- A. Workforce Investment Act/Workforce Innovation and Opportunity Act - Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules/WIOA 20CFR Part 676,677and 678.
- B. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules/WIOA 20CFR Part 676,677and 678.
- C. Additional state and federal agencies that provide funding to the County of Orange/OC Community Resources/OC Community Services/Community Investment Division that may be incorporated herein.
- D. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIOA.
- E. Actions, directives, and policy and procedures issued by OC Community Resources/OC Community Services/Community Investment Division/Orange County Development Board (OCDB) or staff relevant to this CONTRACT, specifically Management Information System (MIS) Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.
- F. County of Orange policies, as applicable.
- G. In accordance with the requirements of 2 CFR 200.330 (Subrecipient and Contractor determination) and for the purpose of this Contract, Goodwill Industries of Orange County is determined to be a Subrecipient.

III. FEDERAL AWARD IDENTIFICATION

FAIN INFORMATION					
A.	Subrecipient Name:		Goodwill Industries of Orange County		
B.	Subrecipient's Unique Identifier (D-U-N-S):		07-815-65551		
C.	Federal Award Identification Number (FAIN):		See Table in F		
D.	Federal Award Date:		See Table in F		
E.	Subaward Period of Performance:		See Table in F		
F.	Total Amount of Federal Funds Obligated by the Action:		\$314,000		
	CFDA	FAIN	Award Date	Formula Funds	Amount
	84.126A	H126A200005	01/10/2020	Vocational Rehabilitation State Grants	\$64,000
	17.259	AA-33218-19-55-A-6	4/26/19	WIOA Youth Formula Funds	\$250,000
	TOTAL:				\$314,000
G.	Total Amount of Federal Funds Obligated to the Subrecipient:		\$314,000		
H.	Total Amount of the Federal Award:		\$314,000		
I.	Federal Award Project Description:		Provide students with disabilities with job training and paid work experience		
J.	Federal Awarding Agency:		US Department of Education; Department of Labor		
K.	Name of PTE:		Department of Rehabilitation, Foundation of California Community Colleges, Employment Development Department, County of Orange		
L.	Contact Information for the Awarding Official:		Carma Lacy, Executive Director		
	Phone Number:		(714) 480-6420		
	E-mail Address:		Carma.lacy@occr.ocgov.com		
M.	CFDA Number:		84.126A; 17.259		
	CFDA Name:		Vocational Rehabilitation State Grants; WIOA Youth Formula Funds		
N.	Whether Award is R&D:		No		
O.	Indirect Cost Rate for the Federal Award:		10%		

ATTACHMENT G**SUBRECIPIENT CERTIFICATION OF CLAUSES****CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective SUBRECIPIENT to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>SUBRECIPIENT/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
Goodwill Industries of Orange County, CA		95-1644018
<i>By (Authorized Signature)</i>		
<small>DocuSigned by:</small>  <small>37A16A75BA494A8...</small>		
<i>Printed Name and Title of Person Signing</i>		
Nicole Suydam		President & CEO
<i>Date Executed</i>	<i>Executed in the County of</i>	
6/26/2020	Orange	

SUBRECIPIENT CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** SUBRECIPIENT has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code §12990 (a-f) and CCR, Title 2, Section 81-3) (Not applicable to public entities).

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** SUBRECIPIENT will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The person's or organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees for drug abuse violations.

- c. Every employee who works on the proposed Agreement will:
 - i. Receive a copy of the company's drug-free workplace policy statement; and,
 - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement of both and SUBRECIPIENT may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the SUBRECIPIENT has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.).

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: SUBRECIPIENT certifies that no more than one (1) final un-appealable finding of contempt of court by a Federal court has been issued against SUBRECIPIENT within the immediately preceding two-year period because of SUBRECIPIENT's failure to comply with an order of a Federal court, which orders SUBRECIPIENT to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.).

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE – PRO-BONO REQUIREMENT: SUBRECIPIENT hereby certifies that SUBRECIPIENT will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

SUBRECIPIENT agrees to make a good faith effort to provide a minimum number of hours of pro-bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: SUBRECIPIENT hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. 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, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in

sweatshop labor, or with the benefit of 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 Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov , and the Public Contract Code Section 6108.

b. 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 contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the SUBRECIPIENT's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the SUBRECIPIENT certifies that SUBRECIPIENT is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California

1. **CONFLICT OF INTEREST:** SUBRECIPIENT needs to be aware of the following provisions regarding current or former state employees. If SUBRECIPIENT has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410)

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent SUBRECIPIENT with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411)

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject

area as the proposed contract within the 12-month period prior to his or her leaving state service.

If SUBRECIPIENT violates any provisions of above paragraphs, such action by SUBRECIPIENT shall render this Agreement void. (Pub. Contract Code §10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment or preparatory time and payment for per diem. (Pub. Contract Code §10430 (e)).

2. LABOR CODE/WORKER'S COMPENSATION: SUBRECIPIENT needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and SUBRECIPIENT affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700).

3. AMERICANS WITH DISABILITIES ACT: SUBRECIPIENT assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.).

4. SUBRECIPIENT NAME CHANGE: An amendment is required to change the SUBRECIPIENT's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the SUBRECIPIENT is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing Business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate SUBRECIPIENT performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the SUBRECIPIENT shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste

discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

7. PAYEE DATA RECORD FORM STD. 204: To the extent applicable, this form must be completed by all SUBRCIPIENTS that are not another state agency or other governmental entity.

DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name:

Goodwill Industries of Orange County, CA

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.

Nicole Suydam

Official’s Name

6/26/2020

Orange

Date Executed

Executed in the County of

DocuSigned by:
Nicole Suydam

President & CEO

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.

Nicole Suydam

Name

President & CEO

Title

DocuSigned by:
Nicole Suydam

37A16A75B446A8

Authorized Signature

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.

 Goodwill Industries of Orange County, CA
 Grantee/Contractor Organization

 Nicole Suydam
 Name

 President & CEO
 Title

 DocuSigned by:
 Nicole Suydam
 378186295A494A8...
 Authorized Signature

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

**INSTRUCTIONS FOR COMPLETION OF
SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES**

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

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

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

N/A

EXHIBIT 4
Page 2 of 3**DISCLOSURE OF LOBBYING ACTIVITIES**

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

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity Prime Sub-awardee Tier _____ if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Sub-awardee: Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department / Agency:	7. Federal Program Name/Description	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ Actual Planned	13. Type of Payment (check all that apply) a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
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:		
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
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.	Signature: _____ Print Name: Nicole Suydam Title: President & CEO Telephone No: 714-240-3570 Date: 6/26/2020	

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

Reporting Entity: _____

_____ Page _____ of _____

PURPOSE:

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

REFERENCES:

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

BACKGROUND:

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

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

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

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

requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

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

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

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

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

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

ACTION:

Distribute this policy to all appropriate staff

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



Reimbursement Policy Status Form

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

Contractor: Goodwill Industries of Orange County Effective Date:

Contract #: MA-012-20012068

Documentation Status: Abbreviated Comprehensive

Program Authorization by:

Auditor Controller Authorization by:

Carma Lacy
Print Name

Eric Takanishi
Print Name

Signed by: _____

Signed by: _____

Date:

Date:

Two signatures are required to implement the form.

Distribution:

- Contractor
- Auditor Controller
- Contract File
- Program File