

CONTRACT # ~~1516~~-28-0054-EEDS

BETWEEN

COUNTY OF ORANGE

AND

GOODWILL INDUSTRIES OF ORANGE COUNTY

FOR

**EMPLOYMENT AND ECONOMIC DEVELOPMENT
SERVICES
PROFESSIONAL**

Funding Agency: Department of Labor/Employment Training Administration

CFDA:

17.270 Reintegration of Ex-Offenders



CONTRACT

Table of Contents

Recitals 5

Additional Terms and Conditions

1. Coordination/Administration of Contract 6
 2. Purpose..... 6
 3. Term of Contract 6
 4. Contingency of Funds 6
 5. Program Income 6
~~6. Fiscal Appropriations 7~~
~~76. Fiscal Accountability 7~~
~~87. Non-Supplantation of Funds 8~~
~~98. Amendments–Changes/Extra Work..... 8~~
 109. Nondiscrimination and Compliance Provisions..... 8
 110. Payments 9
 121. Performance Standards 10
 132. Satisfactory Work..... 10
 143. Modification of Program Components and Service Levels 10
 154. Access and Records 11
 165. Breach of Contract..... ~~12~~
~~17. CONTRACTOR Change of Ownership..... 12~~
 16. Conditions Affecting Work..... 12
~~17. Conflict of Interest – CONTRACTORSUBRECIPIENT’S Personnel..... 12~~
 18. Conflict of Interest – COUNTY Personnel..... 12
 19. Consulting Contract–Follow on Work..... ~~13~~
~~22. Contingent Fees..... 13~~
~~23. CONTRACTOR Bankruptcy/Insolvency..... 13~~
 20. CONTRACTORSUBRECIPIENT Personnel..... ~~13~~
 21. CONTRACTORSUBRECIPIENT’S PROJECT MANAGER and Key Personnel..... ~~13~~
 22. County of Orange Child Support Enforcement 13
 23. Data-Title To ~~14~~
 24. Intellectual Property ~~14~~
 25. Disputes–Contract ~~19~~
 26. Complaint Handling Procedures ~~20~~
 27. EDD Independent ContractorSUBRECIPIENT Reporting Requirements ~~20~~
 28. Gratuities..... 20
 29. Sectarian Activities..... ~~24~~
~~30. Drug Free Workplace..... 24~~
 31. Debarment ~~24~~
 32. Lobbying ~~24~~
 33. Fraud..... ~~24~~
 34. Standards of Conduct ~~24~~
 35. News/Information Release..... ~~22~~
 36. Notices ~~22~~
 37. Literature/Publicity 22
 38. Ownership of Documents..... ~~23~~

Formatted: Strikethrough

Attachment B

4339. Precedence 2322
 4440. COUNTY'S COUNTY's PROJECT MANAGER 2322
 4541. Reports/Meetings 2322
 4642. Termination-Orderly 23
 4743. Errors and Omissions 2423

Program Terms and Conditions

4844. Participants 2524
 4945. Policies and Procedures 2524
 5046. Budget Schedule 2524
 5447. Modification of Budget Schedule 2524
 5248. Sweat-free Code of Conduct 2625
 5349. Annual Audit 25
 50. Corporate Status 25
 51. Equipment 2625
 5452. Compliance with COUNTY WAWIOA Policies and Procedures 2726
 5553. Publication 2726
 5654. Approved Scope of Services 2726
 55. Instructors 2726
 56. Other Requirements – Program Confidentiality 2726
 5957. Compliance with Law – CONTRACT 2827
 58. Signature in Counterparts 28
 59. DUNS Number and Related Information 28

General Terms and Conditions

A. Governing Law and Venue 3029
 B. Entire Contract 3029
 C. Amendments 3029
 D. Taxes 3029
 E. Delivery 3029
 F. Acceptance/Payment 3029
 G. Warranty 3029
 H. Patent/Copyright Materials/Proprietary Infringement 3130
 I. Assignment or Sub-Contracting 3130
 J. Non-Discrimination 3130
 K. Termination 3130
 L. Consent to Breach not Waiver 3130
 M. Remedies Not Exclusive 3130
 N. Independent CONTRACTORSUBRECIPIENT 3130
 O. Performance 3230
 P. Insurance 3231
 Q. Bills and Liens: Intentionally left blank 3433
 R. Changes: Intentionally left blank 3433
 S. Change of Ownership 3433
 T. Force Majeure 3433
 U. Confidentiality 3534
 V. Compliance with Law 3534
 W. Freight (F.O.B): Intentionally left blank 3534
 X. Pricing: Intentionally left blank 3534
 Y. Intentionally left blank 3534

Attachment B

Z. Terms and Conditions [3534](#)
AA. Headings [3534](#)
BB. Severability [3534](#)
CC. Calendar Days [3534](#)
DD. Attorney Fees [3534](#)
EE. Interpretation [3534](#)
FF. Authority [3635](#)
GG. Employee Eligibility Verification [3635](#)
HH. Indemnification Provisions [3635](#)
II. Audits/Inspections [3635](#)
Signature Page [3837](#)

Attachments/Exhibits

- ~~Attachment A – General Program Requirements~~
- ~~Attachment B – Scope of Services~~
- ~~Attachment C – Budget Schedule~~
- ~~Attachment D – Performance Standards~~
- ~~Exhibit 1 – Child Support Enforcement Certification~~
- ~~Exhibit 2 – Drug Free Workplace Certification~~
- ~~Exhibit 3 – Debarment and Suspension Certification~~
- ~~Exhibit 4 – Certification Regarding Lobbying~~
- ~~Exhibit 5 – Disclosure form to Report Lobbying~~
- ~~Exhibit 6 – EDD Independent Contractor SUBRECIPIENT Reporting Requirements~~
- ~~Exhibit 7 – OC Community Resources Contract Reimbursement Policy~~
- ~~Exhibit 8 – Authorized Signature Form~~

Attachments

- [Attachment A – General Program Requirements](#)
- [Attachment B – Scope of Services](#)
- [Attachment C – Budget Schedule](#)
- [Attachment D – Performance Standards](#)

Exhibits

- [Exhibit 1 – Child Support Enforcement Provision](#)
- [Exhibit 2 – Drug Free Workplace Certification](#)
- [Exhibit 3 – Debarment and Suspension Certification](#)
- [Exhibit 4 – Certification Regarding Lobbying](#)
- [Exhibit 5 – Disclosure Form to Report Lobbying](#)
- [Exhibit 6 – OC Community Resources Contract Reimbursement Policy](#)

Attachment B

This Agreement-Contract # 4516-28-0054-EEDS, 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, DUNS Number 078156551, with a place of business at 410 N. Fairview Street, Santa Ana, CA 92703-3412 hereinafter referred to as "CONTRACTORSUBRECIPIENT," with COUNTY and CONTRACTORSUBRECIPIENT sometimes referred to as "PARTY," or collectively as "PARTIES."

RECITALS

WHEREAS, Congress has enacted the "Workforce Investment Act of 1998," subsequently reauthorized on July 22, 2014 as the Workforce Innovation and Opportunity Act (WIOA), hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; and

WHEREAS, CONTRACTORSUBRECIPIENT responded to a Request for Proposal (RFP) for FY 2015-16 Employment and Economic Development Services and was deemed eligible for funding; and

WHEREAS, COUNTY, acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to CONTRACTORSUBRECIPIENT, for the purpose of implementing the provisions of the Act; and

WHEREAS, COUNTY, approved an allocation of \$361,674.00 (Three-Hundred Sixty-One Thousand Six Hundred Seventy-Four Dollars and 00 cents) in Program funding to CONTRACTORSUBRECIPIENT for ~~FY 2015-16~~ the period of January 1, 2016 through December 31, 2016, to carry out certain services/activities; and

WHEREAS, SUBRECIPIENT has been performing services satisfactorily according to the terms of the CONTRACT;

WHEREAS, COUNTY wishes to renew this CONTRACT and has approved an allocation of \$133,910.00 (One-Hundred Thirty-Three Thousand Nine Hundred Ten Dollars and 00 cents) in Program funding to SUBRECIPIENT for the period of January 1, 2017 through May 31, 2017, to carry out certain services/activities; and

WHEREAS, CONTRACTORSUBRECIPIENT, in order to receive grant funds, is agreeable to the terms and conditions hereinafter set forth;

NOW, THEREFORE, the PARTIES mutually agree as follows:

TERMS AND CONDITIONS

1. **Coordination/Administration of Contract:** COUNTY'S OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR"), and OC Community Services/Community Investment Division/Orange County Workforce Investment Board Executive Director or Designee (hereinafter referred to as "COUNTY'S PROJECT MANAGER") shall assume responsibilities through coordinating the grant under the Act, its Regulations, and the ~~WIA~~WIOA Services provided by the COUNTY. The COUNTY'S CONTRACT MANAGER (hereinafter referred to as "CONTRACT MANAGER") shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.
2. **Purpose:** The purpose of the program funded by this CONTRACT is to provide workforce investment activities that increase employment, retention, earnings and occupations skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement and development activities, job matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange County and the United States. ~~CONTRACTORSUBRECIPIENT~~ shall ensure that the program funded hereby shall comply with this purpose.
3. **Term of Contract:** The effective term of this CONTRACT shall commence on January 1, 2016 and terminate on June 30, 2016, subject to the provisions of this CONTRACT; however, ~~CONTRACTORSUBRECIPIENT~~ shall perform such duties extending beyond this term, including but not limited to obligations with respect to indemnification, audits, monitoring, reporting and accounting. ~~CONTRACTORSUBRECIPIENT~~ and CONTRACT MANAGER may mutually agree in writing to extend the CONTRACT for a period of up to six (6) months, provided that COUNTY'S maximum obligation stated in this CONTRACT does not increase as a result, and on the same terms and conditions upon mutual CONTRACT of the PARTIES in writing without further Board action. Funding may be renewed, and a new CONTRACT negotiated, for ~~four~~two (42) consecutive one-year periods as allowable under the ~~WIA~~WIOA and COUNTY. Pursuant to the provisions contained herein, the CONTRACT may be terminated earlier.
4. **Contingency of Funds:** ~~CONTRACTORSUBRECIPIENT~~ acknowledges that the obligations of COUNTY under this CONTRACT are contingent upon the availability of federal and/or State funds as applicable and inclusion of sufficient ~~funds for the services hereunder remains in effect or operation~~funding for the services hereunder in the budget approved by COUNTY's Board of Supervisors for each fiscal year covered by this ~~CONTRACT~~. In the event that such funding is terminated or reduced, CONTRACT MANAGER may immediately terminate this CONTRACT, reduce COUNTY'S maximum

Attachment B

obligation, or modify this CONTRACT, without penalty. The decision of CONTRACT MANAGER shall be binding on CONTRACTORSUBRECIPIENT. CONTRACT MANAGER shall provide CONTRACTORSUBRECIPIENT with written notification of such determination. CONTRACTORSUBRECIPIENT shall immediately comply with DIRECTOR's or CONTRACT MANAGER's decision.

5. **Program Income:** COUNTY'S maximum obligation herein shall be reduced by the amount of any program income earned by CONTRACTORSUBRECIPIENT, from sources other than COUNTY, as a result of this CONTRACT or the services provided by CONTRACTORSUBRECIPIENT pursuant to this CONTRACT.

It shall be the responsibility of CONTRACTORSUBRECIPIENT to inform the COUNTY in writing of any income earned as a result of this CONTRACT.

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

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

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

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

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

6. ~~**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.~~

7. **Fiscal Accountability:**

- A. Financial Management System: CONTRACTORSUBRECIPIENT shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTORSUBRECIPIENT's system shall provide fiscal control and accounting procedures that will include the following:
 - i. Information pertaining to tuition rates, payments, and educational assistance payments; and
 - ii. Source documentation to support accounting records; and
 - iii. Proper charging of costs and cost allocation.

- B. CONTRACTORSUBRECIPIENT's Record: CONTRACTORSUBRECIPIENT's records shall be sufficient to:
 - i. Permit preparation of required reports; and
 - ii. 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
 - iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for;
 - iv. Permit tracking and reporting of leveraging as required by SB734.
- C. Costs Charged: Cost shall be charged to this CONTRACT only in accordance with the following:
 - i. The Act; and
 - ii. 20 CFR WIOA Part 683;20-C.F.R. Part 667; and
 - iii. State implementing legislation; and
 - iv. Requirements of Other Funding Sources

8. **Non-Supplantation of Funds:** CONTRACTORSUBRECIPIENT shall not supplant any federal, State, or COUNTY funds intended for the purposes of this CONTRACT with any funds made available under this CONTRACT. CONTRACTORSUBRECIPIENT 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. CONTRACTORSUBRECIPIENT 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 COUNTY.

9. **Amendments—Changes/Extra Work:** The CONTRACTORSUBRECIPIENT 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 with the CONTRACTORSUBRECIPIENT's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, the CONTRACTORSUBRECIPIENT's ability to deliver services, or the CONTRACT schedule, the CONTRACTORSUBRECIPIENT shall give the COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the CONTRACTORSUBRECIPIENT 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 CONTRACT MANAGER, shall require the mutual consent of all PARTIES, and may be prohibit the CONTRACTORSUBRECIPIENT from proceeding with the work as set forth in this CONTRACT.

10. **Nondiscrimination and Compliance Provisions:**

A. CONTRACTORSUBRECIPIENT 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; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; 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

Attachment B

or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Parts 33 and ~~3738~~. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

- B. ~~CONTRACTOR~~SUBRECIPIENT shall comply with the provisions of the Fair Employment and Housing Act (California Government 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, ~~CONTRACTOR~~SUBRECIPIENT and its sub~~contractor~~SUBRECIPIENTs shall not deny the CONTRACT's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. ~~CONTRACTOR~~SUBRECIPIENT shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.
- D. ~~CONTRACTOR~~SUBRECIPIENT will include the non-discrimination and compliance provisions of this Paragraph 9 of the CONTRACT in all subcontracts to perform work under this CONTRACT.
- E. ~~CONTRACTOR~~SUBRECIPIENT will give written notice of its obligations under this Paragraph 9 of the CONTRACT to labor organizations with which ~~CONTRACTOR~~SUBRECIPIENT has a collective bargaining or other CONTRACT.
- F. ~~CONTRACTOR~~SUBRECIPIENT shall furnish any and all information requested by PROJECT MANAGER and shall permit PROJECT MANAGER access, during business hours, to books, records and accounts in order to ascertain ~~CONTRACTOR~~SUBRECIPIENT's compliance with the above non-discrimination requirements.

Formatted: Indent: Hanging: 0", Don't keep with next, Don't keep lines together

- 11. **Payments:** ~~CONTRACTOR~~SUBRECIPIENT agrees that any and all funds received under this CONTRACT shall be disbursed or encumbered on or before ~~June 30, 2016~~May 31, 2017 and that any and all funds remaining as of ~~June 30, 2016~~May 31, 2017 which have not been disbursed shall be returned by ~~CONTRACTOR~~SUBRECIPIENT to COUNTY within thirty (30) days of the expiration or earlier termination of the CONTRACT as provided herein. No expense of ~~CONTRACTOR~~SUBRECIPIENT will be reimbursed by COUNTY if incurred after ~~June 30, 2016~~May 31, 2017. No ~~CONTRACTOR~~SUBRECIPIENT expenses shall be paid if billing is received by COUNTY after ~~July 31, 2016~~June 30, 2017.

Upon the effective date of this CONTRACT, COUNTY shall make payments to ~~CONTRACTOR~~SUBRECIPIENT in accordance with the following payment schedule:

Attachment B

- A. Monthly Payments. Beginning, upon receipt and approval by OC Community Services/Community Investment Division (CID) of CONTRACTORSUBRECIPIENT's invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTORSUBRECIPIENT's invoice so long as the total payments under this CONTRACT do not exceed ~~\$133,910.00 (One-Hundred Thirty-Three Thousand Nine Hundred Ten Dollars and 00 cents)~~\$361,674.00 (Three Hundred Sixty One Thousand Six Hundred Seventy-Four Dollars and 00 cents) dollars.
- B. COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT.
- C. Advance. Notwithstanding (b) above, upon written request and justification from CONTRACTORSUBRECIPIENT, COUNTY may advance to CONTRACTORSUBRECIPIENT a sum not to exceed one sixth (1/6) of COUNTY'S maximum obligation hereunder. PROJECT MANAGER shall reduce the amount of monthly payments in the seventh, eighth, ninth, tenth, and eleventh months by twenty percent (20%) of any advance payment, under (A) above, to recover any outstanding advance or part thereof. Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to CONTRACTORSUBRECIPIENT which would result in less money remaining unpaid to CONTRACTORSUBRECIPIENT than the total of advances made to CONTRACTORSUBRECIPIENT.
- D. Invoices. COUNTY will reimburse CONTRACTORSUBRECIPIENT for eligible CONTRACT-related costs only. CONTRACTORSUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis beginning on ~~August 20, 2015~~February 20, 2017, and must provide adequate documentation as required by COUNTY in accordance with the OC Community Resources Contract Reimbursement Policy for documenting CONTRACTORSUBRECIPIENT costs, incorporated herein by reference as Exhibit 76. 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 CONTRACTORSUBRECIPIENT, until such documentation has been received and approved by COUNTY. Invoices are due on the 20th of each month, for prior month's expenses.
12. **Performance Standards:** CONTRACTORSUBRECIPIENT shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 436-116 (Performance Accountability System) and 495-194 (General Program Requirements) of the Act and applicable regulations and as contained in Attachment D, Performance Standards. Should the Performance Requirements defined in the CONTRACT between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this CONTRACT to meet such requirements.
13. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of COUNTY'S PROJECT MANAGER. COUNTY'S staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.
14. **Modification of Program Components and Service Levels**
The parties hereto agree that those program components and service levels detailed in Attachments A, B, C and D may be modified upon mutual written agreement of the DIRECTOR and CONTRACTORSUBRECIPIENT so long as the total payments under this

Attachment B

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 Amendments A, B, C and/or D then the COUNTY shall have the right to unilaterally modify this CONTRACT to meet such requirements.

- A. CONTRACT MANAGER may at any time, by written change order to ~~CONTRACTORSUBRECIPIENT~~, make changes within the general scope of this CONTRACT, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions, and CONTRACT term. Such change orders may be made when necessitated by changes in the ~~WIAWIOA~~ Workforce Services operations or performance, the operations or performance of ~~CONTRACTORSUBRECIPIENT~~, or changes in applicable statutes, regulations or State of California or federal mandates or directives. ~~CONTRACTORSUBRECIPIENT~~ and CONTRACT MANAGER shall make a good faith effort to reach agreement with respect to change orders, which affect the price of services under the CONTRACT. ~~CONTRACTORSUBRECIPIENT~~'s protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to this CONTRACT. Notwithstanding the foregoing, the price of services under this CONTRACT shall not be increased except by written modification of this CONTRACT indicating the new services and price of this CONTRACT if applicable. Until the parties reach agreement, ~~CONTRACTORSUBRECIPIENT~~ shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this CONTRACT.
- B. ~~CONTRACTORSUBRECIPIENT~~ may request changes in the scope of performance or services under this CONTRACT, by submitting a written request to PROJECT MANAGER describing the request and its impact on the Scope of Services and Budget Schedule. PROJECT MANAGER will review the request and respond in writing within ten (10) business days. PROJECT MANAGER's decision whether to approve the request or request Board of Supervisors' approval shall be final. COUNTY CONTRACT MANAGER 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 ~~CONTRACTORSUBRECIPIENT~~ that does not satisfy all of the criteria listed above.

15. Access and Records:

- A. Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to ~~CONTRACTORSUBRECIPIENT~~'s activities, books, documents and papers (including computer records and emails) and to records of ~~CONTRACTORSUBRECIPIENT~~'s sub~~contractor~~SUBRECIPIENTS, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this CONTRACT. ~~CONTRACTORSUBRECIPIENT~~ shall insert this condition in each contract between ~~CONTRACTORSUBRECIPIENT~~ and a sub~~contractor~~SUBRECIPIENT that is pursuant to this CONTRACT shall require the sub~~contractor~~SUBRECIPIENT to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies

Attachment B

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 CONTRACTORSUBRECIPIENT are kept. CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT does not make the above referenced documents available within the County of Orange, California, CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT and all documents related to this CONTRACT shall be kept available at CONTRACTORSUBRECIPIENT'S office or place of business for the duration of this CONTRACT and thereafter, as specified in 2 CFR 200.333-33729 CFR 97.42 or 29 CFR 95.53, whichever is more restrictive. 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 agency takes exception, shall be retained until final resolution or disposition of such appeals, litigation, claims, or exceptions.
- C. Liability. CONTRACTORSUBRECIPIENT shall pay to COUNTY the full amount of COUNTY'S-COUNTY'S liability to the State or federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTORSUBRECIPIENT'S failure to perform under this CONTRACT.

16. Breach of Contract: The failure of the CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
- C. Discontinue payment to the CONTRACTORSUBRECIPIENT for and during the period in which the CONTRACTORSUBRECIPIENT is in breach; and
- D. Offset against any monies billed by the CONTRACTORSUBRECIPIENT but yet unpaid by the COUNTY those monies disallowed pursuant to the above.

17. ~~CONTRACTOR Change in Ownership:~~ ~~The CONTRACTOR agrees that if there is a change in ownership prior to completion of this CONTRACT, the new owner will be required, under terms of sale, to assume this CONTRACT and complete it to the satisfaction of the COUNTY.~~

18. Conditions Affecting Work: CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT to do so

will not relieve CONTRACTORSUBRECIPIENT 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.

19. **Conflict of Interest – CONTRACTORSUBRECIPIENT'Ss Personnel:** The CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT; the CONTRACTORSUBRECIPIENT's employees, agents, and relatives; sub-tier ~~contractor~~SUBRECIPIENTs; and third parties associated with accomplishing work and services hereunder. The CONTRACTORSUBRECIPIENT's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.
20. **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 CONTRACTORSUBRECIPIENT shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
21. **Consulting Contract–Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
- ~~22. **Contingent Fees:** The CONTRACTOR 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 CONTRACTOR or bona fide established commercial or selling agencies maintained by the CONTRACTOR 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 CONTRACTOR.~~
- ~~23.22. **CONTRACTOR Bankruptcy/Insolvency:** If the CONTRACTOR 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 CONTRACTOR'S insolvency, the COUNTY may terminate this CONTRACT.~~
- 24.23. **CONTRACTORSUBRECIPIENT Personnel:** The CONTRACTORSUBRECIPIENT warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT.
- 25.24. **CONTRACTORSUBRECIPIENT'Ss PROJECT MANAGER and Key Personnel:** CONTRACTORSUBRECIPIENT shall appoint a 'CONTRACTORSUBRECIPIENT'S PROJECT MANAGER' to direct the CONTRACTORSUBRECIPIENT's efforts in fulfilling

CONTRACTORSUBRECIPIENT'Ss obligations under this CONTRACT. The name of the CONTRACTORSUBRECIPIENT'Ss PROJECT MANAGER shall be provided to the COUNTY. If there be a CONTRACTORSUBRECIPIENT'Ss PROJECT MANAGEMENT change the CONTRACTORSUBRECIPIENT will notify the COUNTY in writing prior to the change being made.

The COUNTY'S-COUNTY's PROJECT MANAGER shall have the right to require the removal and replacement of the CONTRACTORSUBRECIPIENT'Ss PROJECT MANAGER and key personnel. The COUNTY'S-COUNTY's PROJECT MANAGER shall notify the CONTRACTORSUBRECIPIENT in writing of such action. The CONTRACTORSUBRECIPIENT shall accomplish the removal within 14 calendar days after written notice by the COUNTY'S-COUNTY's PROJECT MANAGER. The COUNTY'S PROJECT MANAGER shall review and approve the appointment of the replacement for the CONTRACTORSUBRECIPIENT'Ss PROJECT MANAGER and key personnel. Said approval shall not be unreasonably withheld.

26-25. County of Orange Child Support Enforcement: In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of CONTRACT but prior to official award of CONTRACT, the selected CONTRACTORSUBRECIPIENT agrees to furnish to the CONTRACT MANAGER, the Purchasing Agent, or the agency/department deputy purchasing agent:

- A. In the case of an individual CONTRACTORSUBRECIPIENT, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a CONTRACTORSUBRECIPIENT doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- C. A certification that the CONTRACTORSUBRECIPIENT has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the CONTRACTORSUBRECIPIENT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the CONTRACTORSUBRECIPIENT to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another CONTRACTORSUBRECIPIENT. In the event a CONTRACT has been issued, failure of the CONTRACTORSUBRECIPIENT to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

27-26. Data–Title To: All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT 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 (or final renewal), as applicable.

28-27. Intellectual Property:

Attachment B

- A. Federal Funding. In any CONTRACT funded in whole or in part by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the CONTRACT, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT 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
 - iii. In the performance of this CONTRACT, CONTRACTORSUBRECIPIENT may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this CONTRACT. In addition, under this CONTRACT, CONTRACTORSUBRECIPIENT may access and utilize certain of COUNTY'S Intellectual Property in existence prior to the effective

Attachment B

date of this CONTRACT. Except as otherwise set forth herein, CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT 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, CONTRACTORSUBRECIPIENT accesses any third-party Intellectual Property that is licensed to COUNTY, CONTRACTORSUBRECIPIENT agrees to abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license Contract.

- iv. CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT enters into any contracts or subcontracts with other parties in order to perform this CONTRACT, CONTRACTORSUBRECIPIENT shall require the terms of the contract(s) to include all Intellectual Property provisions of paragraphs twenty-eight-four (2824)(A) through twenty-eight-four (2824)(I). Such terms must include, but are not limited to, the subcontractorSUBRECIPIENT 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 subcontractorSUBRECIPIENT, CONTRACTORSUBRECIPIENT or COUNTY and which result directly or indirectly from this CONTRACT or any subcontract.
- v. Pursuant to paragraph twenty-eight-four (2824)(B)(iv) of the Intellectual Property Provisions of this CONTRACT, the requirement for the CONTRACTORSUBRECIPIENT to include all Intellectual Property Provisions of paragraphs twenty-eight-four (2824)(A) through twenty-eight-four (2824)(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 680.700-850663.700-730.
- vi. CONTRACTORSUBRECIPIENT 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 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 CONTRACTORSUBRECIPIENT or COUNTY and which result directly or indirectly from this CONTRACT, CONTRACTORSUBRECIPIENT 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. CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT'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 CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT from using any ideas, concepts, know-how, methodology or techniques related to its performance under this CONTRACT, provided that CONTRACTORSUBRECIPIENT's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any provisions of paragraphs twenty-eight ~~four~~ (2824)(A) through twenty-eight ~~four~~ (2824)(I) or result in a breach of any provisions of law relating to confidentiality.

D. Copyright.

- i. CONTRACTORSUBRECIPIENT agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph twenty-eight ~~four~~ (2824)(B)(ii) (a) of authorship made by or on behalf of CONTRACTORSUBRECIPIENT in connection with CONTRACTORSUBRECIPIENT's performance of this CONTRACT shall be deemed "works made for hire." CONTRACTORSUBRECIPIENT further agrees that the work of each person utilized by CONTRACTORSUBRECIPIENT in connection with the performance of this CONTRACT will be a "work made for hire," whether that person is an employee of CONTRACTORSUBRECIPIENT or that person has entered into a contract with CONTRACTORSUBRECIPIENT to perform the work. CONTRACTORSUBRECIPIENT shall enter into a written contract with any such person that (i) all work performed for CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT in the performance of this CONTRACT, which did not result from research and development specifically included in the CONTRACT's Scope of Services, CONTRACTORSUBRECIPIENT hereby grants to COUNTY a license as described under paragraph twenty-eight (28)(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 CONTRACTORSUBRECIPIENT agrees to

Attachment B

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, CONTRACTORSUBRECIPIENT agrees that its performance of this CONTRACT shall not be dependent upon or include any Intellectual Property of CONTRACTORSUBRECIPIENT or third party without first: (i) obtaining COUNTY'S prior written approval; and (ii) granting to or obtaining for COUNTY'S, without additional compensation, a license, as described in paragraph twenty-eight four (2824)(C), for any of CONTRACTORSUBRECIPIENT'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 CONTRACTORSUBRECIPIENT's performance of this CONTRACT, CONTRACTORSUBRECIPIENT shall obtain a license under terms acceptable to COUNTY.

G. Warranties.

- i. CONTRACTORSUBRECIPIENT represents and warrants that:
 - a. CONTRACTORSUBRECIPIENT has secured and will secure all rights necessary for its performance of this CONTRACT.
 - b. Neither CONTRACTORSUBRECIPIENT'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 CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT.
 - c. Neither CONTRACTORSUBRECIPIENT'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. CONTRACTORSUBRECIPIENT 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. CONTRACTORSUBRECIPIENT 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. CONTRACTORSUBRECIPIENT 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.

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. CONTRACTORSUBRECIPIENT agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs twenty-eight-four (2824)(A) through twenty-eight-four (2824)(I) by CONTRACTORSUBRECIPIENT. CONTRACTORSUBRECIPIENT 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.

29-28. 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 CONTRACTORSUBRECIPIENT's PROJECT MANAGER and the COUNTY'S COUNTY'S PROJECT MANAGER, such matter shall be brought to the attention of the COUNTY'S PROJECT MANAGER by way of the following process:
 - i. The CONTRACTORSUBRECIPIENT shall submit to the agency/department assigned PROJECT MANAGER 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.
 - ii. The CONTRACTORSUBRECIPIENT's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the CONTRACTORSUBRECIPIENT 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~~—CONTRACT adjustment for which the CONTRACTORSUBRECIPIENT believes the COUNTY is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the CONTRACTORSUBRECIPIENT agrees to proceed with the provision of services under this CONTRACT. The CONTRACTORSUBRECIPIENT's failure to proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the CONTRACT MANAGER. If the COUNTY fails to render a decision within ninety (90) days after receipt of the CONTRACTORSUBRECIPIENT's demand, it

shall be deemed a final decision adverse to the CONTRACTORSUBRECIPIENT's contentions. Nothing in this Paragraph 25 shall be construed as affecting the COUNTY'S COUNTY'S right to terminate the CONTRACT for Cause or Terminate for Convenience as stated in Paragraph K herein.

30-29. Complaint Handling Procedures: CONTRACTORSUBRECIPIENT shall comply with the "Complaint Handling Procedures", a copy of which is available from the PROJECT MANAGER. CONTRACTORSUBRECIPIENT shall advise participants of their right to file complaints and of the procedures for resolution of any complaints. CONTRACTORSUBRECIPIENT shall follow the COUNTY'sS procedures for handling complaints which is available from the COUNTY'sS 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 CONTRACTORSUBRECIPIENT.

31-30. EDD Independent ContractorSUBRECIPIENT Reporting Requirements: ~~Effective January 1, 2001, the~~ County of Orange is required to file federal Form 1099-Misc 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 ~~attached hereto as Exhibit 6 and incorporated herein by this reference~~. 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 contractorSUBRECIPIENTs. An independent contractorSUBRECIPIENT 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 www.edd.ca.gov/tax.htm.~~

32-31. Gratuities: The CONTRACTORSUBRECIPIENT warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the CONTRACTORSUBRECIPIENT or any agent or representative of the CONTRACTORSUBRECIPIENT 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 services which the CONTRACTORSUBRECIPIENT agreed to supply shall be borne and paid for by the CONTRACTORSUBRECIPIENT. The rights and remedies of the COUNTY provided in ~~this Paragraph 28~~ shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.

33-32. Sectarian Activities: CONTRACTORSUBRECIPIENT certifies that this CONTRACT does not aid or advance any religious sect, church or creed for a purpose that is sectarian

Attachment B

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.

34.33. Drug Free Workplace: CONTRACTORSUBRECIPIENT shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit 2 and incorporated herein by this reference.

35.34. Debarment: CONTRACTORSUBRECIPIENT shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit 3 and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

36.35. Lobbying:

- A. CONTRACTORSUBRECIPIENT shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit 4 and incorporated herein by this reference. CONTRACTORSUBRECIPIENT 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 5 and incorporated herein by this reference, if CONTRACTORSUBRECIPIENT, or any person, firm or corporation acting on CONTRACTORSUBRECIPIENT'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 CONTRACTORSUBRECIPIENT pursuant to this CONTRACT.
- B. CONTRACTORSUBRECIPIENT 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. CONTRACTORSUBRECIPIENT shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).

37.36. Fraud: CONTRACTORSUBRECIPIENT shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this CONTRACT. The County's Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.

38.37. Standards of Conduct:

- A. General Assurance. Every reasonable course of action will be taken by CONTRACTORSUBRECIPIENT 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. CONTRACTORSUBRECIPIENT, 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. CONTRACTORSUBRECIPIENT 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.

Attachment B

- C. Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTORSUBRECIPIENT will receive favorable treatment when considered for enrollment in programs provided by, or employment with CONTRACTORSUBRECIPIENT.
- D. Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT to conduct business with a friend or associate of an executive or employee of CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT, a permanent record of the transaction will be retained.
- E. Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTORSUBRECIPIENT, 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 CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT or COUNTY.

39.38. News/Information Release: The CONTRACTORSUBRECIPIENT 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 COUNTY'S PROJECT MANAGER.

40.39. Notices: Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate PARTY at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

For COUNTY:
 County of Orange
 OC Community Resources
 Community Investment Division
 PROJECT MANAGER
 1300 South Grand Ave., Bldg. 'B', 3rd Flr
 Santa Ana, CA 92705-4407

For CONTRACTORSUBRECIPIENT:
 Goodwill Industries of Orange County
 410 N. Fairview Street
 Santa Ana, CA 92703-3412

County of Orange
OC Community Resources
Business Office
CONTRACT MANAGER
1501 East St. Andrew Place

Santa Ana, CA 92705-4930

41.40. Literature/Publicity: Any literature distributed by CONTRACTORSUBRECIPIENT 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 Workforce Investment 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."

42.41. Ownership of Documents: The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the CONTRACTORSUBRECIPIENT. 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 CONTRACTORSUBRECIPIENT without the express written consent of the COUNTY.

43.42. Precedence: The CONTRACT documents consist of this CONTRACT and its Attachments and Exhibits. 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 Paragraphs of this CONTRACT, and then the Attachments and Exhibits.

44.43. COUNTY'S PROJECT MANAGER: The COUNTY shall appoint a PROJECT MANAGER to act as liaison between the COUNTY and the CONTRACTORSUBRECIPIENT during the term of this CONTRACT. The COUNTY'S PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with the CONTRACTORSUBRECIPIENT.

45.44. Reports/Meetings: The CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT's PROJECT MANAGER will meet on reasonable notice to discuss the CONTRACTORSUBRECIPIENT's performance and progress under this CONTRACT. If requested, the CONTRACTORSUBRECIPIENT's PROJECT MANAGER and other CONTRACT personnel shall attend all meetings. The CONTRACTORSUBRECIPIENT shall provide such information that is requested by the COUNTY for the purpose of monitoring progress under this CONTRACT.

CONTRACTORSUBRECIPIENT shall maintain records and submit such records, data and information regarding the performance of CONTRACTORSUBRECIPIENT'S services, activities, cost or other data relating to this CONTRACT, in the form and at such time as PROJECT MANAGER may require. PROJECT MANAGER may modify the provisions of this Paragraph 41 without further Board of Supervisors action upon written notice to CONTRACTORSUBRECIPIENT.

46.45. Termination-Orderly: After receipt of a termination notice from the County of Orange, the CONTRACTORSUBRECIPIENT shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (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 CONTRACTORSUBRECIPIENT. Upon termination COUNTY agrees to pay the CONTRACTORSUBRECIPIENT for all

services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus 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 execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.

47-46. Errors and Omissions: All reports, files and other documents prepared and submitted by CONTRACTORSUBRECIPIENT shall be complete and shall be carefully checked by the professional(s) identified by CONTRACTORSUBRECIPIENT as PROJECT MANAGER and key personnel attached hereto, prior to submission to the COUNTY. CONTRACTORSUBRECIPIENT agrees that COUNTY review is discretionary and CONTRACTORSUBRECIPIENT shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving CONTRACTORSUBRECIPIENT'S reports, files and other written documents, the reports, files or documents will be returned to CONTRACTORSUBRECIPIENT for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by CONTRACTORSUBRECIPIENT after COUNTY approval thereof, COUNTY approval of CONTRACTORSUBRECIPIENT's reports, files or documents shall not be used as a defense by CONTRACTORSUBRECIPIENT in any action between the COUNTY and CONTRACTORSUBRECIPIENT, and the reports, files or documents will be returned to CONTRACTORSUBRECIPIENT for correction.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Program Specific Terms and Conditions

48-47. Participants

- A. Eligibility. Only participants who have been determined to meet all federal eligibility requirements to receive training hereunder shall be enrolled by CONTRACTORSUBRECIPIENT. Determinations that participants meet federal eligibility requirements shall be made by One Stop Centers funded by COUNTY, and, when applicable, by WIAWIOA 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 CONTRACTORSUBRECIPIENT students are entitled, including, but not limited to, special instruction, use of facilities on CONTRACTORSUBRECIPIENT's premises such as the libraries and learning centers, counseling, student body activities, and veterans' benefits. CONTRACTORSUBRECIPIENT's representatives will provide academic counseling for participants and inform them of CONTRACTORSUBRECIPIENT's services available to them.
- D. Labor Standards. CONTRACTORSUBRECIPIENT shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

49-48. Policies and Procedures: CONTRACTORSUBRECIPIENT shall monitor its program for compliance with the provisions of this CONTRACT. CONTRACTORSUBRECIPIENT shall also comply with all applicable parts of COUNTY'S WIAWIOA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from COUNTY'S PROJECT MANAGER.

50-49. Budget Schedule

CONTRACTORSUBRECIPIENT 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.

51-50. Modification of Budget Schedule

- A. Upon written approval of CONTRACT MANAGER, SUBRECIPIENT shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total contract is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of CONTRACT MANAGER. A modification of the Budget Schedule may include the addition of any new budget category. Approval of the Budget Modification by CONTRACT MANAGER includes approval of the new Budget Category. Budget modifications are limited to once each Quarter.
- B. CONTRACTORSUBRECIPIENT may submit a program or budget modification request in response to the modification of program components and/or service levels which significantly alter CONTRACTORSUBRECIPIENT's Scope of Services. Without further Board action, DIRECTOR may execute amendments to this CONTRACT modifying CONTRACTORSUBRECIPIENT's services in amounts that do not collectively increase by more than ten percent (10%) the price of said services under this CONTRACT when originally executed. Increases in excess of ten percent (10%) of the original CONTRACT price, must be approved by the COUNTY'S S Board of Supervisors.

52-51. Sweat-free Code of Conduct: All CONTRACTORSUBRECIPIENTS 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 CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT agrees to cooperate fully in providing reasonable access to the CONTRACTORSUBRECIPIENT'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 CONTRACTORSUBRECIPIENT's compliance with the requirements under Paragraph a of the Sweat-free Code of Conduct.

52. 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 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.

53. Corporate Status: All corporate SUBRECIPIENTS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by SUBRECIPIENT immediately in writing to COUNTY's PROJECT MANAGER.

53-54. Equipment: All computer-related and electronic equipment purchased with funds provided under this CONTRACT or which are furnished to CONTRACTORSUBRECIPIENT by COUNTY shall be considered Equipment. This includes, but 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 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, CONTRACTORSUBRECIPIENT 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.

CONTRACTORSUBRECIPIENT 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.

Formatted: Font: Not Bold, (none)

Formatted: Font: (Default) Arial

Formatted: Font: (Default) Arial

Formatted: Font: Not Bold, (none)

Attachment B

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.

S E. The purchase of any Equipment by CONTRACTORSUBRECIPIENT shall be requested by CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT'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 CONTRACTORSUBRECIPIENT, if prior written approval has not been obtained from COUNTY'S PROJECT MANAGER.

Formatted: Normal, Indent: Left: 0", First line: 0"

54-55. Compliance with COUNTY WIAWIOA Policies and Procedures: If any services under this Agreement CONTRACT are funded by WIAWIOA, CONTRACTORSUBRECIPIENT shall comply with all applicable parts of COUNTY's WIAWIOA Policies and Procedures. Said Policies and Procedures may be modified by COUNTY's PROGRAM MANAGER upon ten (10) days written notice to CONTRACTORSUBRECIPIENT.

55-56. 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 CONTRACTORSUBRECIPIENT and/or anyone acting under the supervision of CONTRACTORSUBRECIPIENT to any person, partnership, company, corporation, or agency, 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.

56-57. Approved Scope of Services: This CONTRACT is based upon the information and representations contained in Attachment B, CONTRACTORSUBRECIPIENT'S approved Scope of Services. CONTRACTORSUBRECIPIENT agrees to comply with all provisions, to perform all work, and to provide all services set forth in this CONTRACT. The specific program components to be performed by CONTRACTORSUBRECIPIENT and the service levels to be utilized by COUNTY for program evaluation and monitoring include, but are not limited to, those listed in Attachment B hereto. Services to be provided hereunder shall be restricted to those described in Attachment B.

57-58. Instructors: CONTRACTORSUBRECIPIENT shall ensure that every instructor involved in the training of participants hereunder shall be qualified to instruct in the program or training component in which he/she acts as an instructor, and that every instructor required to be certified or licensed is appropriately certified or licensed by the State or other licensing or certifying authority.

58-59. Other Requirements – Program Confidentiality

Attachment B

- A. Without prejudice to any other section of this CONTRACT, CONTRACTORSUBRECIPIENT 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, CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT, costs incurred and services rendered hereunder.
- B. CONTRACTORSUBRECIPIENT shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTORSUBRECIPIENT under this CONTRACT to sign an agreement with CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT, and as to the latter, only during such audit. CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT Policies Applying to the Disclosure of Information and Student Records. It is the purpose of these policies to provide reasonable interpretations of those laws and to protect the student's right to privacy. ~~The Federal Family Educational Rights and Privacy Act (FERPA)~~ is a U.S. federal law that protects the privacy of student records. Generally, this law states schools must have written permission from the student in order to release any information from a student's education record.
- The CONTRACTORSUBRECIPIENT 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, CONTRACTORSUBRECIPIENT shall procure the written consent from students enrolled through the COUNTY allowing CONTRACTORSUBRECIPIENT to disclose to the participants' employer, County of Orange, State of California, or U.S. Department of Labor student information such as grades, academic disputes and other matters related to a student's status as a student. Such consent shall be obtained materially in the form, titled Family Educational Rights and Privacy Act (FERPA) Authorization to Release Information to a Designated Third Party.
- D. CONTRACTORSUBRECIPIENT agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this CONTRACT.

59-60. Compliance with Law – CONTRACT:

Attachment B

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

- A. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 CFR WIOA Parts 676 through 678 and Parts 675, 679 through 687.
- A. 20 C.F.R. Parts 652 and 660 through 671.
 - 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 CONTRACTORSUBRECIPIENT's operations; and
- F. The terms and conditions of this CONTRACT, including Attachments and Exhibits.

Formatted: Indent: Left: 0.56", No bullets or numbering

58. Signature in Counterparts: The PARTIES agree that separate copies of the CONTRACT 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 PARTIES.

59. DUNS Number and Related Information:

The DUNS number is a unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity. The DUNS 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>.

Formatted: Indent: Hanging: 0.5"

Formatted: Font: (Default) Arial

The DUNS number must be provided to COUNTY prior to the execution of this CONTRACT. CONTRACTOR shall ensure all DUNS information is up to date and the DUNS number status is "active," and in good standings prior to execution of this CONTRACT.

If COUNTY cannot access the CONTRACTOR's DUNS information related to this federal sub award on the Federal Funding Accountability and Transparency Act Sub award Reporting System (SAM.GOV) due to errors in the CONTRACTOR's data entry for its DUNS number, the CONTRACTOR must immediately update the information as required.

Formatted: Justified

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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 trial to another COUNTY.
- B. **Entire Contract:** This CONTRACT, including Attachments A, B, C and D, and Exhibits 1, 2, 3, 4, 5, ~~and 6, 7, and 8~~ which are attached hereto and incorporated herein by this reference, when accepted by the **CONTRACTORSUBRECIPIENT** either in writing or by the shipment of any article or other commencement of performance hereunder, 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 CONTRACT MANAGER.
- 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. **Taxes:** This Paragraph was intentionally left blank.
- E. **Delivery:** Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed Scope of Services. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by COUNTY.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** **CONTRACTORSUBRECIPIENT** expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon **CONTRACTORSUBRECIPIENT**'s part to indemnify, defend and hold COUNTY and its indemnities as identified in Paragraph HH below, and as more fully described in Paragraph HH, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

Attachment B

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTORSUBRECIPIENT shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTORSUBRECIPIENT 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. CONTRACTORSUBRECIPIENT agrees that, in accordance with the more specific requirement contained in Paragraph and HH below, it shall indemnify, defend and hold COUNTY and COUNTY Indemnities 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, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** 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 or sub-contracted by CONTRACTORSUBRECIPIENT without the express written consent of COUNTY. Any attempt by CONTRACTORSUBRECIPIENT to assign or sub-contract 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, CONTRACTORSUBRECIPIENT 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. CONTRACTORSUBRECIPIENT acknowledges that a violation of this provision shall subject CONTRACTORSUBRECIPIENT to all the penalties imposed for a violation of Section 1720 et seq. 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 terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the CONTRACTORSUBRECIPIENT. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- 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. **Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either PARTY to any other remedies provided by law.
- N. **Independent CONTRACTORSUBRECIPIENT:** CONTRACTORSUBRECIPIENT shall be considered an independent CONTRACTORSUBRECIPIENT and neither CONTRACTORSUBRECIPIENT nor its employees; nor anyone working under CONTRACTORSUBRECIPIENT shall be considered an agent or an employee of COUNTY. Neither CONTRACTORSUBRECIPIENT nor its employees; nor anyone working under CONTRACTORSUBRECIPIENT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

O. **Performance:** CONTRACTORSUBRECIPIENT shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY'S satisfaction. CONTRACTORSUBRECIPIENT shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the CONTRACTORSUBRECIPIENT under this CONTRACT. CONTRACTORSUBRECIPIENT shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; 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; and, if permitted to subcontract, shall be fully responsible for all work performed by sub~~contractor~~SUBRECIPIENTs.

P. **Insurance:**

Insurance Provisions

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

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 Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement/Contract, agrees to all of the following:

Formatted: Font: 11 pt
Formatted: Justified, Indent: Left: 0.5"

1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Agreement, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and

Formatted: Justified

2) Contractor'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 Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management.

Formatted: Indent: Left: 0.5", Hanging: 0.25"
Formatted: Font: 11 pt

If the ~~CONTRACTOR~~~~SUBRECIPIENT~~ fails to maintain insurance acceptable to the COUNTY for the full term of this CONTRACT, the COUNTY may terminate this CONTRACT.

Formatted: Justified

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.

~~CONTRACTOR 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.~~

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

Coverage	Minimum Limits
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 and Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$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

Attachment B

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 AGREEMENT. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the State of California, County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.~~
- 2) ~~A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.~~

~~2)3)~~

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. 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 ~~CONTRACTOR~~SUBRECIPIENT's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this CONTRACT shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, 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.~~

~~The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.~~

~~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.~~

All insurance policies required by this CONTRACT shall give the County of Orange 30 day notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Formatted: Font: 11 pt

Attachment B

~~If SUBRECIPIENT's Professional Liability and Network Security & Privacy Liability are "Claims Made" policies, SUBRECIPIENT shall agree to maintain coverage for two (2) years following the completion of the CONTRACT# CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of 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 ~~CONTRACTOR~~SUBRECIPIENT fails to provide the insurance certificates and endorsements within seven (7) days of notification to OC Community Resources/Contract Development & Management, award may be made to the next qualified ~~CONTRACTOR~~SUBRECIPIENT.

COUNTY expressly retains the right to require ~~CONTRACTOR~~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 ~~CONTRACTOR~~SUBRECIPIENT in writing of changes in the insurance requirements. If ~~CONTRACTOR~~SUBRECIPIENT does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty days of receipt of such notice, this CONTRACT may be in breach without further notice to ~~CONTRACTOR~~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 ~~CONTRACTOR~~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.

- Q. **Bills and Liens:** This Paragraph was intentionally left blank.
- R. **Changes:** ~~Intentionally left blank~~~~CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY'S specific written approval.~~
- S. **Change of Ownership:** ~~CONTRACTOR~~SUBRECIPIENT agrees that if there is a change or transfer in ownership of ~~CONTRACTOR~~SUBRECIPIENT's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume ~~CONTRACTOR~~SUBRECIPIENT's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.
- T. **Force Majeure:** ~~CONTRACTOR~~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 ~~CONTRACTOR~~SUBRECIPIENT gives written notice of the cause of the delay to COUNTY

Attachment B

within thirty-six (36) hours of the start of the delay and CONTRACTORSUBRECIPIENT avails himself of any available remedies.

- U. **Confidentiality:** CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT and CONTRACTORSUBRECIPIENT's staff, agents and employees.
- V. **Compliance with Laws:** CONTRACTORSUBRECIPIENT represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTORSUBRECIPIENT'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. CONTRACTORSUBRECIPIENT acknowledges that COUNTY is relying on CONTRACTORSUBRECIPIENT to ensure such compliance, and pursuant to the requirements of Paragraph HH below, CONTRACTORSUBRECIPIENT agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B):** ~~This Paragraph was intentionally left blank.~~
- X. **Pricing:** ~~Intentionally left blankThe CONTRACT bid price shall include full compensation for required goods in accordance with required specifications, or services, as specified herein or when applicable, in the Scope of Service attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.~~
- Y. **Intentionally left blank.**
- Z. **Terms and Conditions:** CONTRACTORSUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. **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.
- BB. **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.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney's fees, costs and expenses.
- EE. **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 has 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

Attachment B

them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.

- FF. **Authority:** The PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT shall obtain, from all employees, consultants and subcontractorSUBRECIPIENTS 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 CONTRACTORSUBRECIPIENT shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT or the COUNTY or COUNTY INDEMNITEES or both-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.
- HH. **Indemnification Provisions:** CONTRACTORSUBRECIPIENT 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 CONTRACTORSUBRECIPIENT pursuant to this CONTRACT. If judgment is entered against CONTRACTORSUBRECIPIENT and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTORSUBRECIPIENT and COUNTY agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.
- II. **Audits/Inspections:** CONTRACTORSUBRECIPIENT agrees to permit the COUNTY's Audit-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 CONTRACTORSUBRECIPIENT 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.

Attachment B

The COUNTY reserves the right to audit and verify the CONTRACTOR SUBRECIPIENT's records before final payment is made.

CONTRACTOR 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. CONTRACTOR SUBRECIPIENT agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, CONTRACTOR SUBRECIPIENT agrees to include a similar right to the COUNTY to audit records and interview staff of any subcontractor SUBRECIPIENT related to performance of CONTRACT.

Should the CONTRACTOR SUBRECIPIENT cease to exist as a legal entity, the CONTRACTOR SUBRECIPIENT's records pertaining to this CONTRACT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the COUNTY's PROJECT MANAGER.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

***Goodwill Industries of Orange County**

By: _____ By: _____

Name: _____ (Print) Name: _____ (Print)

Attachment B

Title: _____ Title: _____
Dated: _____ Dated: _____

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

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____ Dated: _____
Steve Franks, Director
OC Community Resources

**APPROVED AS TO FORM
COUNTY COUNSEL**

By: _____ Dated: _____
DEPUTY COUNTY COUNSEL



REDLINE VERSION

**GENERAL PROGRAM REQUIREMENTS
EMPLOYMENT AND ECONOMIC DEVELOPMENT (EEDS)**

The General Program Requirements have been designed to provide the framework wherein the ~~CONTRACTOR~~ *SUBRECIPIENT* will provide services identified in Attachment B.

1. Governance

~~CONTRACTOR~~ *SUBRECIPIENT* agrees to comply, remain informed, and deliver services consistent with the provisions of the Workforce Innovation and Opportunity Act (WIOA), ~~Workforce Investment Act (WIA)~~, Orange County ~~Workforce Investment Development Board (OCWIB OCDB) Policy Policies~~, ~~Orange County Workforce Investment Area's Strategic Five-Year Plan OCDB Area's Strategic Four-Year Regional Local Plan~~, applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, Title V of the Older Americans Act, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this CONTRACT.

Where local policy has not been set, ~~CONTRACTOR~~ *SUBRECIPIENT* agrees to adhere to state or federal policy, as appropriate.

2. Governance References

- A. ~~Workforce Investment Act of 1998~~ Workforce Innovation and Opportunities Act (WIOA) of 2014
- B. Department of Labor, Employment and Training Administration, 20 CFR Parts ~~601 603~~, 651, 652, et al. *WIOA Final Rule*
- C. Department of Labor, Employment and Training Administration, 20 CFR Parts 676, 677 and 678; *Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule*
- D. ~~Additional state and federal agencies that provide funding to the Orange County Workforce Investment Board that may be incorporated herein. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIOA.~~
- E. ~~All actions~~ *Actions*, directives, and policy and procedures issued by ~~OC Community Services/Community Investment Division/Orange County Workforce Investment Board (OCWIB) OCDB~~ or staff relevant to this CONTRACT, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, *and* Audit Requirements ~~Policy and Procedure and Selective Service Policy and Procedure.~~
- F. ~~County of Orange policies, as applicable.~~ *State of California Welfare and Institutions Code Section 11200 et seq.*
- G. *Titles VI and VII of the Civil Rights Act of 1964.*
- H. *Second Chance Act of 2007 (H.R. 1593), Section 212.*

3. Orange County One-Stop System

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

4. Vision for the One-Stop Centers under WIOA

WIOA is quality-focused, employer-driven, customer-centered, and tailored to meet the needs of regional economies. It is designed to increase access to, and opportunities for, the employment, education, training, and support services that individuals need to succeed in the labor market, particularly those with barriers to employment. It aligns workforce development, education, and economic development programs with regional economic development strategies to meet the needs of local and regional employers, and provide a comprehensive, accessible and high-quality workforce development system.

5. Federal Award Identification

- A. **Subrecipient Name:** Goodwill Industries of Orange County
- B. **Subrecipient's Unique Identifier (DUNS):** 078156551
- C. **Federal Award Identification Number (FAIN):** PE272251560A6
- D. **Federal Award Date:** 06/25/2015
- E. **Subaward Period of Performance:** 01/01/2017-05/31/2017
- F. **Total Amount of Federal Funds Obligated by the Action:** \$133,910.00
- G. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$1,312.00
- H. **Total Amount of the Federal Award:** \$135,222.00
- I. **Federal Award Project Description:** Funding to provide employment and training services to incarcerated individuals pre-and post-release.
- J. **Name of the Federal Awarding Agency:** Department of Labor
- K. **Name of PTE:** Department of Labor and County of Orange/OCDB
- L. **Contact Information for the Awarding Official:** Andrew Munoz, Executive Director (714) 480-6448 andrew.munoz@occr.ocgov.com
- M. **CFDA Number and Name:** See Title Page of Agreement
- N. **Whether the award is R&D:** No
- O. **Indirect Cost Rate for the Federal Award:** N/A

6. Subrecipient or Contractor

In accordance with the requirements of 2 CFR 200.330 (Subrecipient and contractor determination) and for the purpose of this Agreement, Goodwill Industries of Orange County is determined to be a: Subrecipient



REDLINE VERSION

SCOPE OF SERVICES EMPLOYMENT AND ECONOMIC DEVELOPMENT (EEDS)

1. PURPOSE

The purpose of this CONTRACT is to provide services that support programs provided by the Orange County ~~Workforce Investment~~ *Development* Board (~~OCWIB~~ *OCDB*).

2. SERVICES

~~CONTRACTOR~~ *SUBRECIPIENT* has been called upon to perform services as a result of grant partnership as described in the grant submission; and those related to walk-in job centers. Each service will be defined in the project scope(s) as described in Section 3, 4, 5, and 6 herein.

3. PROJECT(S)

A. Grant Partnership

~~CONTRACTOR~~ *SUBRECIPIENT* will serve as a primary partner for the Orange County American Job Center Re-Entry Project as funded through the Department of Labor (DOL) Linking to Employment Pre-release Specialized American Job Centers (AJCs) grant hereafter "LEAP/AJC".

LEAP/AJC Project Overview: Due to California state prison overcrowding, the Public Safety Realignment Act AB109, transferred inmates from State to County jails. As a result, there is increased need for job placement re-entry projects. The Orange County Linking Employment Activity Pre-Release (LEAP) Project in partnership with the Orange County Sheriff's Department will serve 65 high-risk offenders who are near their release dates. The Project will establish a jail-based One-Stop Center within the largest correctional facility in Orange County, Theo Lacy Jail, which will link transitioning offenders with community-based workforce services, ultimately leading to successful employment. Once released, participants will be served in the local ~~OCWIB's~~ *OCDB's* community-based Orange County One-Stop Centers. The goal is to improve the workforce outcomes and reduce risk of recidivism for transitioning offenders by building upon the effective strategies that currently exist within Theo Lacy and the local One-Stop Centers.

The Orange County One-Stop System is a collaboration of organizations and agencies that are responsible for administering workforce development,

educational, social services and other human resource programs and funding streams that provide assistance to participants receiving services through the Orange County One-Stop Centers.

CONTRACTOR SUBRECIPIENT shall deliver employment and training services to eligible participants under the LEAP Project. **CONTRACTOR SUBRECIPIENT** shall provide career services including eligibility, enrollment, assessment, case management, referral coordination, job readiness workshops (computer skills, soft skills etiquette), training, job placement and follow-up services to ensure the long-term success of the participants served in this program. **CONTRACTOR SUBRECIPIENT** shall maintain and continue to improve the current system of service delivery by clearly demonstrating positive outcomes.

CONTRACTOR SUBRECIPIENT shall conform to anticipated Workforce Innovation and Opportunity Act (WIOA) final regulations and future policy guidance issuances by the DOL, the State and **OCWIB OCDB** during the term of this Contract. Applicable new WIOA provisions and requirements supersede any replaced WIA provisions in existing policies cited in this Contract.

4. Service Standards

A. Service Delivery Area

1. Pre-release services shall be offered to participants at:
 - **J-AJC at** Theo Lacy Facility
501 The City Drive South, Orange, CA 92868
2. Post-release services in the Northern Region shall be offered to participants at:
 - One-Stop Center, Garden Grove
7077 Orangewood Avenue #200, Garden Grove, CA 92841
 - One-Stop Satellite, Buena Park
6281 Beach Blvd #302, Buena Park, CA 90621
3. Post-release services in the Southern Region shall be offered to participants at:
 - One-Stop Center, Irvine
125 Technology Drive #200, Irvine, CA 92618
17891 Cartwright Road #100, Irvine, CA 92614

B. Responsibilities

1. **LEAP Partner Meetings** shall be attended by **CONTRACTOR SUBRECIPIENT** with all project partner agencies to discuss resources, special events, planned activities, etc. as well as to share best practices.
2. **Orange County Re-Entry Partnership (OCREP) General Membership Meetings** shall be attended by **CONTRACTOR SUBRECIPIENT** bi-monthly to link with public, community and faith based agencies and advocates functioning together as a critical link between community resource providers and the formerly incarcerated striving to re-establish healthy, productive and rewarding lives.
3. **Monthly Activities Report** shall include, but not be limited to, a summary of all activities including attendance at meetings – internal and external, presentations made, partnerships developed (as described above), staff training and challenges related to the project operations and/or partnerships. Format of report will be provided by the **OCWIB OCDB**. **CONTRACTOR SUBRECIPIENT shall submit monthly activities report to the OCWIB OCDB administrative office by the tenth day of the month following the month being reported on.**
4. **Quarterly Performance Report** shall include, but not be limited to, demographics, services, and outcomes. Format of report will be provided by the OCDB. **SUBRECIPIENT shall submit quarterly performance reports to the OCDB administrative office by the tenth day of the month following the quarter being reported on.**

C. Hours of Operation and Schedules

1. **Regular Hours of Operation:** **CONTRACTOR SUBRECIPIENT** staff shall be available to program participants during scheduled hours of operation, Monday – Friday 8:00 a.m. to 5:00 p.m. Hours of operation shall effectively serve the needs of program participants.
2. **Holiday Operation Schedules** shall ensure that arrangements are made to keep full service delivery available throughout the year with limited closings as detailed below for the following County-observed holidays:

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

D. General Staffing Requirements

1. There shall be the requisite number of staff hired by the **CONTRACTOR SUBRECIPIENT** to operate program services as provided for in the budget attached to this Contract. The budget reflects the maximum level of staffing and the fringe benefits approved for reimbursement.
2. **CONTRACTOR SUBRECIPIENT** shall be responsible for filling any vacancies, which may occur during the term of this Contract in order to ensure the continuous and efficient delivery of services to participants. **CONTRACTOR** shall fill vacancies with individuals with the appropriate experience and levels of education required for the job.

CONTRACTOR SUBRECIPIENT is required to gather, understand and provide relevant and useful labor market information to businesses and job seekers. CONTRACTOR SUBRECIPIENT shall use the available resources to assist job seekers in making informed decisions about job training and career pathways.

E. Workforce Professional Staffing Requirements

1. **CONTRACTOR SUBRECIPIENT** staff shall be participant-oriented professionals who are knowledgeable about providing workforce development services to offenders. Staff shall be able to build one-on-one working relationships with participants to aid in eliminating challenges that are hindrances to obtaining and retaining employment. Services provided in small groups shall also be considered to maximize staffing efficiencies and available resources.
2. Staff shall be trained and have current knowledge of WIOA regulations and requirements, CalJOBS, contractual goals, **OCWIB OCDB** policies and procedures, local labor market information, industry clusters, career pathways and demand occupations, on-the job training, and local resources that are available to assist clients seeking training and/or vocational services.
- ~~2.~~ 3. Staff shall have an understanding of the WIOA, ~~Notices of Proposed Rulemaking (NPRMs)~~, Department of Labor TEGLs, State EDD Directives/Information Notices, and **OCWIB OCDB** Policies and Procedures. Staff shall be informed of any new guidance, as it is released.
- ~~3.~~ 4. Gaps in Service Delivery: **CONTRACTOR SUBRECIPIENT** shall ensure that participant activities remain uninterrupted in accordance with TEGL 17-05 and the provisions set forth in this Contract.
- ~~4.~~ 5. Case Managers/Career Planners shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. Types of Case Managers/Career Planners may vary by functional

duties and responsibilities and may include client services specialist, employer specialist or a hybrid of the two. The main focus of the Case Manager/Career Planner will be to find jobs for participants.

5. 6. Notwithstanding, all Case Managers/Career Planners shall be proficient in performing the following duties:
- a. Provide job development and assist participants in job placement
 - b. Conduct outreach, recruitment and eligibility determination to inmates;
 - c. Conduct objective job skills assessment for eligible participants to ensure appropriate evaluation;
 - d. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
 - e. Develop a professional résumé for every enrolled participant;
 - f. Provide career planning to all participants in all areas related to gaining/retaining employment and career advancement;
 - g. Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;
 - h. Maintain regular contact with participants (at a minimum of once a week);
 - i. Maintain documentation for regulatory and contractual compliance, maintain detailed case files and complete all required MIS, statistical and performance reports, as outlined in Section ~~4~~ 6;
 - j. Develop relationships with community partner agencies;
 - k. Provide specific guidance in transferable skills for all participants transitioning between industry clusters;
 - l. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the participant;
 - m. Retention and follow-up services, with follow-up commencing immediately after employment begins; and
 - n. Utilize CalJOBS for documenting job seeker activities.

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

F. Communication, Distributed Material and Postings, and Physical and Program Access Standards

1. All outreach and recruitment materials shall be submitted to the **OCWIB OCDB** administrative office for review and approval prior to use. The

~~OCWIB~~ OCDB will require a minimum of three (3) working days to review and approve. These materials should also include appropriate America's Job Center of California tagline consistent with the local AJCC branding standards. ~~CONTRACTOR~~ SUBRECIPIENT may keep their logo but it should be secondary to the ~~OCWIB~~ OCDB logo.

2. All logos and naming conventions shall be provided by the ~~OCWIB~~ OCDB to maintain quality and consistency. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
3. Language requirements for all printed material and other information shall be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop Center(s) feel welcomed and have a positive experience.
4. Notice and communication requirements where materials indicate that the ~~CONTRACTOR~~ SUBRECIPIENT may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the ~~CONTRACTOR~~ SUBRECIPIENT shall be indicated. If the ~~CONTRACTOR~~ SUBRECIPIENT does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative. [29CFR Part 37 38; WSD 10-4 15-24; 10-OCWDA-08 and Addendum #2 to 10-OCWDA-08 16-OCDB-03; WIOA Section 188, proposed and 20 CFR Part 683.285 and 29 CFR Part 38]
5. Information and services accessed electronically shall be established by the ~~CONTRACTOR~~ SUBRECIPIENT policy and procedure which assures that the notice requirements of Title 29 CFR Part 37 38 are met. [29 CFR Part 37 38; WSD 10-4 15-24; 10-OCWDA-08 16-OCDB-03 and Addendum #2 to 10-OCWDA-08; WIOA Section 188, proposed and 20 CFR Part 683.285 and 29 CFR Part 38.]
6. Distributed publications, broadcasts, and other communications, which promote programs or activities, shall include the following specific taglines: ***"This WIOA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities."***
7. ~~CONTRACTOR~~ SUBRECIPIENT shall include the following tagline on all flyers, notices, web-sites and other communication promoting, advertising and/or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the ~~CONTRACTOR~~ SUBRECIPIENT: ***"If you need special assistance to participate in this _____ (meeting, workshop, etc.), call _____. Please call 48 hours in advance to allow the One-Stop Center to make reasonable arrangements to ensure accessibility to this _____ (meeting, workshop etc.)"***

8. **CONTRACTOR SUBRECIPIENT** shall be responsible to post the “Equal Opportunity Is The Law” and the “Summary of Rights and Program Grievance and Complaint Procedures” in prominent locations, and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish and Vietnamese. Participant acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish and Vietnamese. [~~WSD10-1; 10-OCWDA-08 and Addendum #2 to 10-OCWDA-08; WSD 08-4; 08-OCWDA-17 and Addendum #2 to 08-OCWDA-17; WIOA Sections 181 and 188, proposed 20 CFR Part 683.285 and 20 CFR Part 683.600, and 29 CFR Part 38 29 CFR Part 38; WSD15-24; 16-OCDB-03; WIOA Section 188 and 20 CFR Part 683.285.]181 and 188 and 20 CFR Part 683.285 and 20 CFR Part 683.600].~~
9. **All marketing and collateral materials must be submitted to the ~~OCWIB~~ OCDB for final approval prior to use.**

G. Internal Monitoring

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

CONTRACTOR SUBRECIPIENT shall establish and follow a standardized review methodology that:

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

CONTRACTOR SUBRECIPIENT shall be able to produce all internal monitoring documentation upon request by the OCWIB OCDB administrative office.

2. In addition to Item #1 above, the **CONTRACTOR 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.
3. **CONTRACTOR SUBRECIPIENT** shall conduct an analysis of participant flow, program delivery, case management strategies and tools, business process and service improvement. Documentation of the process followed and the results of the analysis shall be made available upon request by the OCWIB administrative office.
4. **CONTRACTOR SUBRECIPIENT** shall take timely corrective action measures as a result of findings identified through federal, state and COUNTY monitoring. Repeat and systemic findings identified in any federal, state and COUNTY compliance monitoring may result in a possible reduction in funding and/or other sanctions issued by the **OCWIB OCDB**.
5. **CONTRACTOR SUBRECIPIENT** shall participate in forums to learn about best practices, improvements in service delivery, recommend corrective actions, implement process improvements. These activities shall be included in the Monthly Reports.

H. Documentation and File Maintenance

1. **Case Files** shall be maintained for every enrolled participant. At a minimum, the case file and their CalJOBS electronic file, as applicable, shall include documentation of the following:
 - a. Program eligibility/determination of need;
 - b. Participant signature evidence of EO and programmatic grievance forms;
 - c. All source documents needed for validation (as referenced in applicable **OCWIB OCDB** Policies and State Directives and Information Notices;
 - d. All MIS forms as outlined in Section ~~V~~ 6 of this Exhibit;
 - e. Initial and/or Comprehensive Assessments, as applicable;
 - f. Individual Development Plan (IDP), including all updates of services provided and completed;
 - g. Completed resume;
 - h. Progress reports, time and attendance if receiving training;
 - i. Supportive Services documentation; and

- j. Printed case notes showing provision of all substantial services provided.
2. **Confidential Information:** Personally Identifiable Information (PII) and information designated as sensitive (both hardcopy and electronic) relating to services received by participants including information regarding medical and/or substance abuse treatments shall be subject to federal and state privacy/confidentiality guidelines. **CONTRACTOR SUBRECIPIENT** shall ensure that staff and **SUBRECIPIENT's** subcontractors are properly trained and updated for safeguarding protected PII and information designated as sensitive. Staff and **SUBRECIPIENT's** subcontractors 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 **OCWIB OCDB** release of information form and shall obtain an original of the form prior to releasing information to anyone other than the participant.
 3. **Security:** **CONTRACTOR SUBRECIPIENT** shall maintain all participant files in a locked cabinet accessible only to authorized personnel. In addition, **CONTRACTOR SUBRECIPIENT** shall maintain an Information Technology (IT) usage policy to support security obligations regarding all confidential and sensitive information. Emails containing Personally Identifiable Information (PII) must be transmitted through secure emails.

I. Customer Service and Client Satisfaction

1. **CONTRACTOR SUBRECIPIENT** shall take part in the qualitative evaluation of services through the distribution and collection of customer satisfaction surveys as defined in **OCWIB OCDB** Informational Notice 04-OCWDA-22. Surveys shall be available throughout the Center's resource room and shall also be installed on the computers in each One-Stop Center location.
2. **CONTRACTOR SUBRECIPIENT** shall communicate to their staff that meeting participant satisfaction and expectations is a primary goal of the **OCWIB OCDB**.
3. **CONTRACTOR SUBRECIPIENT** shall review and evaluate the data collected and shall be responsible for corrective action(s) with respect to survey findings or trends related to the services provided under this Contract. Survey results shall be made available to the **OCWIB OCDB** upon request.
4. **CONTRACTOR SUBRECIPIENT** agrees to be proactive in requiring staff to adopt customer service principles targeted toward achieving high participant satisfaction and which will meet customer expectations in the delivery of services under this Contract. This may include in-service

training, disciplinary actions, role modeling, case studies, and such other techniques and strategies applicable to fostering continuous improvement principles and customer satisfaction.

5. **CONTRACTOR SUBRECIPIENT** shall provide at least one (1) testimonial each month from job seeker participants and/or business participants. Examples of testimonials may be a participant success story or a letter from a participant. Monthly testimonials shall be included in the Monthly Report.

5. SERVICE DELIVERY

CONTRACTOR SUBRECIPIENT shall provide activities that increase the employment, retention, and earnings of LEAP project participants, increase occupational skill attainment by participants, and as a result, improve the quality of the workforce.

A. Target Population

Eligible AB 109 inmates that have been convicted as an adult and imprisoned under municipal, county, Federal or state law; have not been convicted of a sexual offense other than prostitution; be sentenced as an offender in the municipal, county, or regional correctional facility for adults in which the jail based AJC operates on the date of the participant's enrollment in the program; and have a release date scheduled within 90 days of the enrollment in the program; that can provide legal-right-to-work documents post-release.

B. Participant Recruitment

1. In coordination with the Orange County Sheriff's Department, **CONTRACTOR SUBRECIPIENT** shall recruit **eligible AB 109 inmates** meeting eligibility criteria in accordance with project requirements.
2. **CONTRACTOR SUBRECIPIENT** shall recruit and certify as eligible, sufficient number of participants necessary to meet planned enrollment and expenditure levels and outlined in Attachments C and D, respectively.

C. Job Seeker Services

1. Enrollment/registration shall be completed for all participants. **CONTRACTOR SUBRECIPIENT** shall be responsible for collecting and reporting all information into CalJOBS. Data collected at time of registration shall include all required elements (such as participant's name, address, date of birth, age, gender, e-mail address, phone number,

veteran status, employment status, right-to-work status, barriers to employment, services requested, and employment goals).

2. Availability of funds in conjunction with individual need and eligibility guidelines, **CONTRACTOR SUBRECIPIENT** shall determine the combination of services appropriate for individual participants.
3. Informational Workshops shall be developed and facilitated by **CONTRACTOR SUBRECIPIENT**, and shall be made available to all participants. Workshops shall augment individualized service and provide the participants with the knowledge and skills necessary to identify potential job prospects, fill out an application, or construct a resume. Additional workshops shall help participants gain marketable skills to ensure successful job retention. Participants shall not be required to attend workshops in any particular sequence.

4. Career Services:

Career services include:

- a. **Initial assessment of skill levels** including literacy, numeracy, and English language proficiency, aptitudes, abilities including skills gaps, and supportive service needs.
- b. **Labor Exchange Services**, including job search and placement assistance and, in appropriate cases, career counseling, including provision of information on in-demand industry sectors and occupations as well as nontraditional employment.
- c. **Provision of information** relating to the availability of supportive services or assistance, including child care, child support, medical or child health benefits under the supplemental nutrition assistance program, assistance through the earned income tax credit, and assistance under temporary assistance for needy families and other supportive services and transportation provided through funds made available under such part.
- d. **Referrals to the services or assistance** relating to filing claims for unemployment compensation, assistance in establishing eligibility for programs of financial aid assistance for training and education programs.
- e. **Comprehensive and Specialized Assessments** of the skill levels and service needs of participants, which may include diagnostic testing and use of other assessment tools and in-depth interviewing and evaluation to identify employment barriers and appropriate

employment goals. Comprehensive Assessment shall be staff assisted and shall be provided to all participants.

Assessment shall consist of a basic math and reading test, an employment and education history, an interest inventory, skills inventory, barriers to employment, supportive services and training needs, and other relevant information, which shall result in the development of an Individual Development Plan, as described below. The depth of the assessment may vary depending on the needs and the nature of employment barriers of the participant. Previous assessments conducted by OCSD within the last 30 days are acceptable.

f. **Development of an Individual Development Plan (IDP)** to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve their employment goals. The IDP shall identify the specific services needed to assist participants in securing a job, support services, as well as, ancillary services that may be required to overcome other issues impacting the ability to secure and maintain employment. In developing a strategy for participants, ~~CONTRACTOR SUBRECIPIENT~~ shall consider those services available through other service providers in the community and shall refer participants to such services as needed. Activities to which participants are referred shall reflect a consideration of the participant's assessment, economic analysis and educational levels. ~~CONTRACTOR SUBRECIPIENT~~ shall periodically, or at a minimum of once a month, reaffirm with the participant that the services and activities are appropriate as outlined in the IDP and shall modify the services and activities as necessary to meet their needs.

g. **Individual and Group Counseling;**

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

~~CONTRACTOR SUBRECIPIENT~~ shall contact their participants at least weekly and provide a substantial service. Documentation of all

services provided shall be kept current in the participant's file. A substantial service does not include:

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

CONTRACTOR SUBRECIPIENT shall meet with the other service providers as needed to review participant performance and to address any issues that may arise. Any changes of assignment to a Case Manager/Career Planner shall be transmitted to the participant in writing with a copy of the letter to be maintained in the participant's file. Should the Case Manager/Career Planner be scheduled to be off for vacation or illness, **CONTRACTOR SUBRECIPIENT** shall ensure that other Staff is available to assist during that time.

- i. **Internships and Work Experience** that are linked to careers including paid or unpaid planned, structured learning experiences that take place in a workplace for a limited period of time that provide helpful means for an individual to gain experience that leads to unsubsidized employment.
- j. **Workforce Preparation Activities** including "Roadmap to Employment" checklist to determine if participants are ready for employment. Workshops such as interviewing skills, job search techniques, resume writing, adult basic education, ESL, GED, computer literacy and job retention skills.
- k. **Short-term Prevocational Services** including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment.
- l. **Financial Literacy Services** including, but not limited to, creating budgets, initiating checking and savings accounts at banks, and making financial decisions; how to effectively manage spending, credit, and debt including loans, consumer credit, and credit cards.

m. **Out-of-area Job Search Assistance** shall be provided to participants that move out of the area. Case Manager/Career Planner shall refer the participant to a One-Stop Center in their new Local Workforce Investment Area (LWIA). Case Manager/Career Planner shall contact the center and provide referrals for the participant such as locations, hours, phone number, website and directions on how to access the center and identify their new Case Manager/Career Planner.

Case Manager/Career Planner shall work closely with partners, especially Probation to be able to identify and track any participants leaving the area so the participant can receive assistance; and their outcomes can be collected in CalJOBS.

n. **English Language Acquisition** and integrated education and training programs.

o. **Resumes** shall be developed for all participants enrolled. Resumes shall be reviewed and updated so that they remain current. Copies of updated resumes shall be placed into the participants file, maintained in CalJOBS, and on internal tracking data warehouses such as but not limited to, an internal drive or shared drive. Resume development or updates conducted in collaboration with staff shall be outlined in the case notes to reflect services provided.

p. **Mentoring** including counseling to establish emotional support shall be provided for all participants enrolled. Mentoring can be done individually or in groups. Group mentoring models may include Job Clubs that provide assistance, networking, and peer support for job seekers.

q. **Access to Supportive Services** including, but not limited to, transportation, books and supplies, professional clothing and uniforms shall be provided through coordination with assigned partner agency based on participants need and in accordance with ~~OCWIB~~ OCDB Policy 12-OCWDA-01, WIOA Section 134(d)(2) and ~~proposed~~ 20 CFR Part 680.900-970.

r. **Working with Project Partners** including working cooperatively with any LEAP Project Partner to provide ancillary services and/or other comprehensive services. Both ~~CONTRACTOR~~ ~~SUBRECIPIENT~~ and other LEAP Project Partners shall operate in a manner that results in what is best for the project.

s. **Job Placement** including one-on-one placement assistance shall be provided to all participants post release and shall be a first

priority. Case Managers/Career Planners shall work closely with their participants to provide them with solid recommendations for pursuing job leads that match their individual skills, work history, and other abilities, and which have potential for employment. Case Managers/Career Planners shall also work closely with prospective employers in order to develop job leads and negotiate job opportunities for their participants. Maintaining positive relationships with businesses/employers will lead to more effective outcomes.

- t. **Follow-up Services** shall be provided by the **CONTRACTOR SUBRECIPIENT** for participants who are placed in unsubsidized employment frequently enough to address on the job issues and/or job loss. Follow-up services shall be made available for a minimum of twelve (12) months following placement in unsubsidized employment. Each contact shall be documented in the participant's file. Retention and follow up services are pivotal to their success and the attainment of performance.
5. Co-enrollment: Forty-five (45) participants shall be co-enrolled in WIOA to access funds for training *throughout the grant term*. **CONTRACTOR SUBRECIPIENT** shall work closely with WIOA staff to ensure successful service delivery for participants. **SUBRECIPIENT** ensure no duplication of services occurs.
6. Eligibility for services shall be conducted in a manner that will satisfy project requirements. Participants must:
 - a. Have been convicted as an adult and imprisoned under municipal, county, Federal, or state law;
 - b. Have not been convicted of a sexual offense other than prostitution;
 - c. Be sentenced as an offender in the municipal, county, or regional correctional facility for adults in the jail-based One-Stop operates on the date of the participant's enrollment in the program;
 - d. Have a release date scheduled within 90 days of the enrollment in the program;
 - e. Be able to provide right-to-work documents post release.
7. Training Services shall be made available to those eligible and co-enrolled in WIOA. On-the-Job Training (OJT) shall be an emphasis for participants.
 - a. **CONTRACTOR SUBRECIPIENT** shall refer each participant to the most appropriate activity as determined from the IDP. Not every participant will need or desire training. Training activities shall be provided to those participants who clearly cannot obtain or maintain employment in a specific skill set or demand occupation.

Successful completion of training courses shall lead to recognized credentials or their equivalent;

- b. Following the completion of training, Case Managers/Career Planners shall provide individualized Job Placement assistance to ensure that the training leads to unsubsidized employment in a related field.
8. **CONTRACTOR SUBRECIPIENT** shall ensure that participants are provided continued service at one of the One-Stop Centers within three (3) days of post-release. Upon release, **CONTRACTOR SUBRECIPIENT** shall ascertain participant's Right-to-work documents.

6. PERFORMANCE

- A. Performance Measures:** **CONTRACTOR SUBRECIPIENT** shall meet or exceed required measurements and outcomes of the project included in this Contract. **CONTRACTOR SUBRECIPIENT** shall work to ensure quality program delivery and implementation of best practices, as appropriate, and coordinate efforts with the **OCWIB OCDB**.

Performance measurements and outcomes shall be reviewed frequently by the OCDB. If performing below any individual performance measure, SUBRECIPIENT shall be subject to the corrective action, intervention from the OCDB or another procured SUBRECIPIENT, and/or contract termination.

- B. MIS Submission/Reporting:** **CONTRACTOR SUBRECIPIENT** shall adhere to MIS procedures for data entry, timelines and reporting requirements. Refer to the latest **OCWIB OCDB** policies, State Information Notices and subsequent updates for complete information and guidance.

1. **CONTRACTOR SUBRECIPIENT** shall submit timely MIS paperwork for all participant activities and necessary updates in participant information for input into the data reporting system as defined in OCWIB Policy 14-OCWDA-05. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Contract;
2. **CONTRACTOR SUBRECIPIENT** shall use the most current templates provided by the **OCWIB OCDB**. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;
3. **CONTRACTOR SUBRECIPIENT** shall review and approve all paperwork submitted to the **OCWIB OCDB**;

4. **CONTRACTOR SUBRECIPIENT** shall comply with data verification requirements listed in the latest ~~OCWIB~~ **OCDB** policy and any subsequent updates;
5. **CONTRACTOR SUBRECIPIENT** shall immediately implement and adhere to future policy revisions and changes or enhancements in procedures and processes pertaining to MIS submission and reporting;

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

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

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

CONTRACTOR SUBRECIPIENT shall be able to produce all corrective action plans upon request by the ~~OCWIB~~ **OCDB administration office.**

E. Accounting and Fiscal Controls

1. **CONTRACTOR SUBRECIPIENT** shall operate program in accordance with 2 CFR 2900, et al. (Department of Labor – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), all applicable provisions of 2 CFR Part 200, et al., all applicable OMB Circulars, Generally Accepted Accounting Principles (GAAP) and CFRs as indicated in Exhibit ~~7~~ **6** of this Contract.
- ~~2. Authorized signatures for execution of documents, amendments, budget modifications and invoices are limited to those individuals identified in Exhibit 8. 2. Invoice templates shall be provided by the Orange County Community Resources (OCCR) Accounting Department.~~

4. 3. All program invoices including two original sets with wet signatures are due to the ~~Orange County Community Resources (OCCR)~~ Accounting Office by the twentieth day (20th) following the month being reported.
5. 4. Invoices with errors will be returned to **CONTRACTOR SUBRECIPIENT** for re-submission.
6. 5. Failure to provide timely and accurate invoices can result in reduction or elimination of this contract.

F. Budgets and Budget Modifications

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

7. DELIVERABLES

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

4. SERVICE STANDARDS	DUE DATE
Monthly Activities Report [p.3]	10th day after the end of each month
<i>Quarterly Performance Report [p.3]</i>	<i>10th day after the end of the quarter</i>
Verification of all internal monitoring [p.7-8]	Upon Request
Client Satisfaction Survey Report [p.9]	Upon Request
One (1) Participant Testimonial [p.9]	10th day after the end of each month
5. PERFORMANCE	DUE DATE
MIS forms [p.15-16]	As specified by OCWIB OCDB policy
Follow-up forms [p.16]	As specified by OCWIB OCDB policy
Corrective Action Plans, as applicable [p.16]	Upon Request
Invoices [p.16-17]	20 th of each month

Attachment B

Attachment C Budget
 Goodwill Industries of Orange County
 Project Budget PY 15-16 Program Year 2016-17
 LEAP

FY 2015-16

FY 2016-17

		TOTAL	TOTAL
Program	Contractor Name: Goodwill Industries of Orange County		
	Project Program Name: Case Management for LEAP Jail Grant		
	Salaries	246,000.00	99,891.00
	Benefits	68,880.00	26,769.00
	Travel/Mileage	1,094.00	1,500.00
	One-Stop Rent	-	1,750.00
	Other (cell phone and office supplies)	10,800.00	4,000.00
	Program Subtotal	326,774.00	133,910.00
Administration	Salaries/Benefits	34,900.00	-
	Administration Subtotal	34,900.00	-
	Grand Total	361,674.00	133,910.00

Attachment B

Attachment C Budget
Goodwill Industries of Orange County
Program Year 2016-17
LEAP

Leveraged Training	Amount
Forklift Training (\$100.00 per participant @ 20)	\$2,000.00
Customer Service Training - NRF (\$105 per participant @5)	\$525.00
SafeServ Certification (\$15.00 @10)	\$150.00
Computer Lab time (\$10.00/hour @10 hours per month)	\$500.00
Co-enrolled with One-Stop Adult Program - OJTs (\$1500/month/OJT@15x5months)	\$112,000.00
Co-enrolled with One-Stop Adult Program - ITAs (30@average \$5924 per training)	\$177,325.00
Total	\$292,500.00

**GOODWILL INDUSTRIES OF ORANGE COUNTY
PERFORMANCE
LEAP Program**

January 1, 2016 – June 30, 2016 January 1, 2017 - May 31, 2017

Planned New Enrollments = 65

Cumulative

I. LEAP ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER		TOTAL
	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	
A. New Enrollments	62	65	65	65	65	65	65	65	65	65	65	65

II. TOTAL LEAP ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	TOTAL	
A. Career Services	62	65	65	65	65	65	65	65	65	65	65	65	
B. Training Services	41	43	45	45	45	45	45	45	45	45	45	45	
C. Mentoring Services	59	62	62	62	62	62	62	62	62	62	62	62	
D. Co-enrollment with WIOA Adult Program							45						

III. QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	TOTAL
A. Total Exits	9	16	16	41	42	42	45	50	55	60	65	65
B. Entry into Unsubsidized Employment B=(A)*(.65)	6	10	10	27	27	27	29	33	36	39	42	42
C. Retention in Unsubsidized Employment Q3 after exit C=B*(.75)	4	8	8	20	20	20	22	24	27	29	32	32
D. Average Earnings in six months (\$12,500 or \$12/hour)	\$12,500											

Attachment B
GOODWILL INDUSTRIES OF ORANGE COUNTY
PERFORMANCE
LEAP Program

January 1, 2016 – June 30, 2016 – January 1, 2017 – May 31, 2017

PERFORMANCE MEASURE	DESCRIPTION	TIME PERIOD (EXIT COHORT) TO BE REPORTED	GOAL
Total Participants Served (<i>real time</i>)		01/01/16 to 06/30/16– 1/1/2017 to 5/31/2017	65
Entered Employment	Of those who are not employed at date of participation: <i># of adult participants who are employed in the first quarter after the exit quarter # of adult participants who exit during the quarter</i>	01/01/16 to 06/30/16– 1/1/2017 to 5/31/2017	65.00%
Retention Rate (3rd Quarter After Exit)	Percentage of participants who are in unsubsidized employment, during the third quarter after exit from the program.	01/01/16 to 06/30/16– 1/1/2017 to 5/31/2017	75.00%
Average Earnings	Of those adult participants who are employed in the first, second, and third quarters after the exit quarter: <i>Total earnings in the second plus the total earnings in the third quarters after the exit quarter # of adult participants who exit during the quarter</i>	01/01/16 to 06/30/16– 1/1/2017 to 5/31/2017	\$12,500.00
Participation Rate	Rate of <i>continued participation</i> in the program defined as the percentage of enrolled participants who received at least one LEAP service (excluding supportive services) each month pre-release.	01/01/16 to 06/30/16– 1/1/2017 to 5/31/2017	95.00%
Post-release Enrollment Rate	Percentage of participants who report for and are enrolled into comprehensive career services post-release.	01/01/16 to 06/30/16– 1/1/2017 to 5/31/2017	90.00%
Work Readiness Indicator Rate	Percentage of participants who are deemed work-ready or demonstrate an increase in work-readiness after receiving pre-release services. To assess increases in work-readiness, Provider must administer work readiness pre- and post-tests (at the time of enrollment and program exit/release, respectively), which may include a risk assessment of criminogenic needs.	01/01/16 to 06/30/16– 1/1/2017 to 5/31/2017	90.00%
Recidivism Rate	Percentage of participants who were re-arrested for a new crime or re- incarcerated for revocation of the parole or probation order within one year of their release from prison.	01/01/16 to 06/30/16– 1/1/2017 to 5/31/2017	25% or below
Mentoring Rate	Percentage of participants who are receiving mentoring services either as active participants or while in follow-up status for at least six months.	01/01/16 to 06/30/16– 1/1/2017 to 5/31/2017	95.00%
Credential Rate	Percentage of enrolled participants in degree- or industry-recognized certificate-awarding programs.	01/01/16 to 06/30/16– 1/1/2017 to 5/31/2017	60.00%

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the successful CONTRACTOR must furnish to the CONTRACT Administrator, Purchasing Agent or the agency/department Deputy Purchasing Agent:

1. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;
2. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity; A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and
3. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"I certify that Goodwill Industries of Orange County is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of CONTRACT # 15-28-0054-EEDS with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the CONTRACTOR to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

The successful CONTRACTOR may use the forms supplied herein, to furnish required information listed above.

**County of Orange Child Support Enforcement
Certification Requirements**

(blank form)

- A. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address:

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

- B. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity:

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

Name: _____
 D.O.B: _____
 Social Security No: _____
 Residence Address: _____

(Additional sheets may be used if necessary)

- C. A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that Goodwill Industries of Orange County is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of CONTRACT # 15-28-0054-EEDS with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

Authorized Signature	Print Name	Title
----------------------	------------	-------

DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name

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

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

CERTIFICATION

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

Official's Name

Orange

Date Executed

Executed in the County of

Contractor or Grantee Recipient Signature and Title

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 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 award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

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

Grantee/Contractor Organization

Name

Title

Authorized Signature Date

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

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

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 Subawardee Tier _____ if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee: 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: _____ Title: _____ Telephone No: _____ Date: _____	

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMS - 0348-0046

Reporting Entity: _____

Page _____ of _____

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



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

Effective: July 1, 2010
Revised: January 26, 2016

PURPOSE:

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

EFFECTIVE DATE:

July 1, 2010

REVISION DATE:

January 26, 2016

REFERENCES:

Executed Board of Supervisors approved contract
Budget included in contract or presented as an exhibit
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.

Pre December 26, 2014

OMB Circular A-21 Cost Principles for Educational Institutions
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-122 Cost Principles for Non-Profit Organizations

Post December 26, 2014

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 OMB Circulars 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' reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services may use reasonable discretion in interpreting and applying this policy to

Attachment B

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 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 OMB Circular or CFR. 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):
"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
OC Community Resources Accounting
1770 N. Broadway, 4th Floor
Santa Ana, CA 92706

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts
10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)

13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

Inquiries may be directed to the following:

- Susan Long: (714) 480-6532 or Susan.Long@occr.ocgov.com
- Eric Takanishi: (714) 480-6531 or Eric.Takanishi@occr.ocgov.com