



WIA YOUTH RECOVERY ACT COST REIMBURSEMENT AGREEMENT

County of Orange

FUNDING SOURCES: 100% FEDERAL

AGREEMENT #: _____

THIS AGREEMENT between the County of Orange, hereinafter referred to as "COUNTY", and _____ hereinafter referred to as "CONTRACTOR", consists of fifty-three (53) sections and the following ten (10) exhibits: A. General Requirements; B. Statement of Work; C. Performance Standards; D. Budget Schedule; E. Drug Free Workplace Certification, F. Suspension & Debarment Certification G. Certification Regarding Lobbying, H. Disclosure Form to Report Lobbying, I. Child Support Enforcement Provision (for-profit providers only), and J. Employment Development Department Independent Operator Reporting Requirements.

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- E. Drug-Free Workplace Certification
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- G. Certification Regarding Lobbying
- H. Disclosure Form to Report Lobbying
- I. Child Support Enforcement Provision (for profit only providers)
- J. EDD Independent Operator Reporting Requirements

1 **WHEREAS**, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to
2 as "the Act," to provide workforce investment activities, through statewide and local workforce investment
3 systems, that increase employment, retention and earnings of participants, and increase occupational skill
4 attainment by participants, and, as a result, improve the quality of the workforce and enhance the
5 productivity and competitiveness of the Nation; and

6 **WHEREAS**, Congress has enacted the "American Recovery and Reinvestment Act of 2009,"
7 hereinafter referred to as "the Recovery Act," to preserve and create jobs, promote the nation's economic
8 recovery, and assist those most impacted by the recession; and

9 **WHEREAS**, Congress has directed employment and training programs of American Recovery and
10 Reinvestments Act to be administered through the Act; and

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

14 **WHEREAS**, COUNTY, by Minute Order dated, _____ a copy of which is on file with the Clerk
15 of the Board of Supervisors of Orange County and which by this reference is incorporated herein and
16 made a part hereof as if fully set forth, has appropriated a portion of grant funds in an amount not to
17 exceed _____ dollars (\$_____) to engage CONTRACTOR to carry out certain program services; and

18 **WHEREAS**, COUNTY'S OC Community Resources Director or designee (hereinafter referred to as
19 "DIRECTOR") shall administer this Agreement as is necessary or reasonable to comply with or implement
20 the grant funds received by COUNTY and as required by law or applicable regulations; and

21 **WHEREAS**, CONTRACTOR, in order to receive grant funds, is agreeable to the terms and
22 conditions hereinafter set forth;

23 **NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

24 **1. PURPOSE**

25 The purpose of the program funded by this Agreement is to provide workforce investment activities
26 that increase employment, retention, earnings and occupations skill attainment through local workforce

1 investment systems to those seeking employment. Additionally, this program is funded to increase the
2 effectiveness of local and regional business through business improvement and development activities, job
3 matching, and other services. All services are intended to improve the quality of the workforce and
4 enhance the productivity and competitiveness of Orange County and the United States. CONTRACTOR
5 shall ensure that the program funded hereby shall comply with this purpose.

6 **2. TERM**

7 The effective term of this Agreement shall commence on April 1, 2009 and terminate on June 30,
8 2010 subject to the provisions of Sections 9, 43 and 45 of this Agreement; however, CONTRACTOR shall
9 be obligated to perform such duties as would normally extend beyond this term, including but not limited to
10 obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and
11 CONTRACT ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement up to
12 and including a period of one year, provided that COUNTY's maximum obligation stated in Subparagraph
13 19 of this Agreement does not increase as a result, and on the same terms and conditions upon mutual
14 agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates this
15 AGREEMENT pursuant to the provisions contained in Paragraph 43 herein.

16 **3. STATEMENT OF WORK**

17 This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as
18 Exhibits B and B-1 to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all
19 work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in
20 a professional, timely and diligent manner. The parties hereto agree that concerning matters not
21 specifically contained within the body of this Agreement, the Statement of Work will be controlling.

22 **4. TERMINATION**

23 (a) CONTRACT ADMINISTRATOR may terminate this Agreement without penalty immediately with
24 cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be
25 deemed served on the date of mailing. Cause shall be defined as any breach of contract, any
26 misrepresentation or fraud on the part of the CONTRACTOR. Exercise by CONTRACT ADMINISTRATOR

1 of the right to terminate this Agreement shall relieve COUNTY of all further obligation under this
2 Agreement.

3 (b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with CONTRACT
4 ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, pertinent
5 documents and all equipment or materials purchased with COUNTY funds.

6 **5. SERVICES**

7 CONTRACTOR agrees that those specific program components to be performed by
8 CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring,
9 include, but are not limited to, those set forth in Exhibits "A", "A-1", "B", "B-1", "C", and "C-1" which are
10 attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible
11 for and guarantees performance of all of the specific program components and service levels listed in
12 Exhibits "A", "A-1", "B", "B-1", "C", and "C-1". CONTRACTOR further agrees that lack of compliance with
13 Exhibits "A", "A-1", "B", "B-1", "C", and "C-1" may, in addition to those remedies set forth in Section 43 of
14 this Agreement, constitute grounds for COUNTY to reduce the level of payment otherwise provided under
15 Section 8 (c) of this Agreement or to reduce the payment level and budget at which CONTRACTOR will be
16 funded for the remainder of the period of this Agreement. Reductions in an amount up to 10% of the total
17 contract may be made by CONTRACT ADMINISTRATOR. Any reduction over 10% shall occur only as a
18 result of action of Board of Supervisors upon recommendation by CONTRACT ADMINISTRATOR.

19 **6. MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS**

20 The parties hereto agree that those program components, service levels, and line-item budget
21 information detailed in Exhibits "A", "A-1", "B", "B-1", "C", "C-1", "D", and "D-1" may be modified upon
22 mutual written agreement of the CONTRACT ADMINISTRATOR and CONTRACTOR so long as the total
23 payments under this Agreement are not increased and the basic goals and objectives of the program are
24 not altered. Should the State of California modify any program component and/or service level detailed in
25 Exhibits "A", "A-1", "B", "B-1", "C", "C-1", "D", and/or "D-1" then the COUNTY shall have the right to
26 unilaterally modify this agreement to meet such requirements.

1 **7. BUDGET SCHEDULE**

2 CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in
3 accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibits "D" and "D-1",
4 and which by this reference is incorporated herein and made a part hereof as if fully set forth.

5 **8. MODIFICATION OF BUDGET SCHEDULE**

6 The BUDGET SCHEDULE consists of the following budget categories: Salaries, Benefits,
7 Operations, Consultant/Subcontract, Office Supplies, Employer Reimbursement (OJT), Participant Wages,
8 Participant Benefits, Participant Supportive Services, Participant Incentives, Equipment, and Indirect. Upon
9 written approval of CONTRACT ADMINISTRATOR, CONTRACTOR shall have the authority to transfer
10 allocated program funds from one category of the overall program budget to any other category of the
11 overall program budget, as long as the amount of the total grant is not increased and the basic goals and
12 objectives of the program are not altered. No such transfer may be made without the express prior written
13 approval of CONTRACT ADMINISTRATOR. A modification of the BUDGET SCHEDULE may include the
14 addition of any new budget category. Approval of the Budget Modification by CONTRACT
15 ADMINISTRATOR includes approval of the new Budget Category.

16 **9. PAYMENTS BY COUNTY**

17 CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or
18 encumbered on or before June 30, 2010, and that any and all funds remaining as of June 30, 2010, which
19 have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30)
20 days of the expiration or earlier termination of the Agreement in accordance with paragraph 4. No expense
21 of CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2010. No CONTRACTOR
22 expenses shall be paid if billing is received by COUNTY after July 31, 2010.

23 Upon the effective date of this Agreement, COUNTY shall make payments to CONTRACTOR in
24 accordance with the following payment schedule:

25 (a) Monthly Payments. Beginning May 1, 2009, upon receipt and approval by OC Community
26 Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's

1 actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's
2 invoice so long as the total payments under this Agreement do not exceed _____dollars (\$_____).

3 (b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be
4 made more frequently than monthly, but such payments shall always be in arrears and not in advance of
5 the provision of services by CONTRACTOR.

6 (c) Invoices. CONTRACTOR shall provide to OC Community Services Community Investment
7 Division monthly invoices by the 20th day following the month being reported. CONTRACTOR's invoices
8 shall show the most up to date costs chargeable to the program(s) referenced in this Agreement. If
9 CONTRACTOR's expenditures for any program referenced in this Agreement fall below 20% of planned
10 expenditures for any cumulative period commencing from the beginning of the term of this Agreement,
11 CONTRACTOR may be subject to a reduction in funding. No payments will be authorized if any preceding
12 month's reports or invoices have not been received.

13 **10. CONTINGENCY OF FUNDS**

14 CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are
15 contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of
16 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget
17 approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect or
18 operation. In the event that such funding is terminated or reduced, CONTRACT ADMINISTRATOR may
19 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement,
20 without penalty. The decision of CONTRACT ADMINISTRATOR shall be binding on CONTRACTOR.
21 CONTRACT ADMINISTRATOR shall provide CONTRACTOR with written notification of such
22 determination. CONTRACTOR shall immediately comply with CONTRACT ADMINISTRATOR's decision.

23 **11. COMPLIANCE WITH LAW**

24 In its performance under this Agreement, CONTRACTOR shall fully comply with the requirements of
25 the following, whether or not otherwise referred to in this Agreement:
26

1 (a) The Act and all applicable federal statutes, regulations, policies, procedures and directives,
2 including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

3 (1) All applicable standards and orders and requirements issued under Section 306 of the
4 Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in
5 contracts in excess of \$100,000.

6 (2) CONTRACTOR shall comply with such mandatory standards and policies relating to energy
7 efficiency as particularized in the State Energy Conservation Plan. (Title 20, California Code of
8 Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now
9 exist or be hereafter amended.

10 (b) All applicable State statutes, regulations, policies, procedures and directives;

11 (c) All applicable COUNTY policies, procedures and directives;

12 (d) All applicable local ordinances and requirements, including use permits and licensing;

13 (e) Court orders applicable to CONTRACTOR'S operations; and

14 (f) The terms and conditions of this Agreement, including Exhibits.

15 If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will
16 notify CONTRACT ADMINISTRATOR in writing within thirty (30) days after enactment or modification that
17 it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

18 **12. INSTRUCTORS**

19 CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified
20 to instruct in the appropriate program or training component or curriculum. If necessary, such instructors
21 shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this
22 Agreement, CONTRACTOR shall submit to CONTRACT ADMINISTRATOR a list of the names and
23 qualifications of all instructors who will be providing such training and shall notify CONTRACT
24 ADMINISTRATOR within five (5) business days of any amendments or revisions thereto.
25
26

1 **13. PERFORMANCE STANDARDS**

2 CONTRACTOR shall comply with and adhere to the performance accountability standards and
3 general program requirements described in Sections 136 (Performance Standards) and 195 (General
4 Program Requirements) of the Act and applicable regulations and as contained in Exhibits "C" and "C-1".
5 Should the Performance Requirements defined in the Agreement between the State of California and the
6 County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet
7 such requirements.

8 **14. PLANS AND PROCEDURES**

9 CONTRACTOR shall monitor its program for compliance with the provisions of this Agreement.
10 CONTRACTOR shall also comply with all applicable parts of COUNTY's WIA Policies and Procedures for
11 recruitment, intake, assessment and referral, copies of which are available from CONTRACT
12 ADMINISTRATOR. Said Policies and Procedures may be modified by CONTRACT ADMINISTRATOR
13 upon ten (10) days written notice to CONTRACTOR.

14 **15. SATISFACTORY WORK**

15 Services rendered hereunder are to be performed to the written satisfaction of CONTRACT
16 ADMINISTRATOR. COUNTY's staff will interpret all reports and determine the quality, acceptability and
17 progress of the services rendered in accordance with the Performance Criteria listed in Exhibits "C" and
18 "C-1". Inconsistencies in performance will be corrected as they occur and are detected.

19 **16. REPORTS**

20 CONTRACTOR shall maintain records and submit such reports, data and information at such times
21 as CONTRACT ADMINISTRATOR may require, and in the form CONTRACT ADMINISTRATOR may
22 require, regarding the performance of CONTRACTOR'S services, activities, costs or other data relating to
23 this Agreement as may be requested by CONTRACT ADMINISTRATOR, upon a form approved by
24 CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR may modify the provisions of this
25 paragraph without further Board action upon written notice to CONTRACTOR.
26

1 **17. NO SUPPLANTATION**

2 CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes
3 of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim
4 reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its
5 obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not
6 use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or
7 compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or
8 COUNTY program without prior written approval of CONTRACT ADMINISTRATOR.

9 **18. INDEPENDENT CONTRACTOR**

10 CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall be
11 wholly responsible for the manner in which it performs the services required of it by the terms of this
12 Agreement. Nothing herein contained shall be construed as creating the relationship of employer and
13 employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR'S
14 agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees
15 or agents as they relate to services to be provided during the course and scope of their employment.
16 CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or privileges
17 of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

18 **19. EMPLOYEE ELIGIBILITY VERIFICATION**

19 The Contractor warrants that it fully complies with all Federal and State statutes and regulations
20 regarding the employment of aliens and others and that all its employees performing work under this
21 Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The
22 Contractor shall obtain, from all employees performing work hereunder, all verification and other
23 documentation of employment eligibility status required by Federal or State statutes and regulations
24 including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as
25 they currently exist and as they may be hereafter amended. The Contractor shall retain all such
26 documentation for all covered employees for the period prescribed by the law. The Contractor shall

1 indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents,
2 officers, and employees from employer sanctions and any other liability which may be assessed against
3 the Contractor or the County or both in connection with any alleged violation of any Federal or State
4 statutes or regulations pertaining to the eligibility for employment of any persons performing work under
5 this Contract.

6 **20. ASSIGNMENT**

7 The terms, covenants, and conditions contained herein shall apply to and bind the heirs,
8 successors, executors, administrators, and assigns of the CONTRACTOR. No portion of this Agreement
9 shall be assigned without the express written consent of COUNTY. Any attempt by CONTRACTOR to
10 assign any portion of this Agreement without the express written consent of COUNTY shall be invalid and
11 shall constitute a breach of this contract.

12 **21. SUBCONTRACTS**

13 CONTRACTOR shall not subcontract for services under this Agreement without the prior written
14 consent of CONTRACT ADMINISTRATOR. If CONTRACT ADMINISTRATOR consents in writing to a
15 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR
16 to COUNTY. CONTRACT ADMINISTRATOR may refuse to pay obligations incurred under any
17 subcontract that does not comply with the terms of this Agreement. All subcontracts must be in writing and
18 copies of same shall be provided to CONTRACT ADMINISTRATOR within thirty (30) days of execution.
19 CONTRACTOR shall include in each subcontract any provision CONTRACT ADMINISTRATOR may
20 require

21 CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a
22 manner consistent with Federal, State and local guidelines. Description of the intended method of
23 procurement must be included as part of the budget which is included as Exhibits "D" and "D-1" of this
24 Agreement. CONTRACTOR shall itemize all subcontractor and contracted staff costs in the budget so it is
25 clear how the funds will be allocated and spent by each subcontractor. By entering into this Agreement
26 CONTRACTOR agrees that it is the direct provider of services.

1 **22. FISCAL ACCOUNTABILITY**

2 (a) Financial Management System. CONTRACTOR shall establish and maintain a sound financial
3 management system, based upon generally accepted accounting principles. CONTRACTOR's system
4 shall provide fiscal control and accounting procedures that will include the following:

5 (1) Information pertaining to subgrant and contract awards, obligations, unobligated balances,
6 assets, expenditures, and income;

7 (2) Effective internal controls to safeguard assets and assure their proper use;

8 (3) A comparison of actual expenditures with budgeted amounts for each subgrant and contract;

9 (4) Source documentation to support accounting records; and

10 (5) Proper charging of costs and cost allocation.

11 (b) CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:

12 (1) Permit preparation of required reports;

13 (2) Permit the tracking of funds to a level of expenditure adequate to establish that funds have
14 not been used in violation of the applicable restrictions on the use of such funds; and

15 (3) Permit the tracking of program income, or profits earned, and any costs incurred (such as
16 stand-in costs) that are otherwise allowable except for funding limitations.

17 (c) Costs Charged. Costs shall be charged to this Agreement only in accordance with the
18 following:

19 (1) the Act;

20 (2) 20 C.F.R. Part 667; and

21 (3) State implementing legislation.

22 **23. PROGRAM INCOME**

23 COUNTY's maximum obligation hereunder shall be reduced by the amount of any program income
24 earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the
25 services provided by CONTRACTOR pursuant to this Agreement. It shall be the responsibility of
26 CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this Agreement.

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

5 (a) Submit a plan to the CONTRACT ADMINISTRATOR for use of any and all proposed Program
6 Income;

7 (b) Set-up and maintain a separate bank account for any proposed Program Income and account
8 for any and all such income received; and

9 (c) Report to CONTRACT ADMINISTRATOR any and all Program Income received no later than
10 thirty (30) days from the date of receipt; record the amount received on internal financial records; and
11 indicate the amount received on the monthly claim submitted to CONTRACT ADMINISTRATOR.

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

14 CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as
15 CONTRACT ADMINISTRATOR obtains authorization for the use of the Program Income from the
16 responsible State and/or Federal agency and provides CONTRACTOR with prior written approval for the
17 use of the funds.

18 CONTRACT ADMINISTRATOR may, in its sole discretion, issue future policy statements and/or
19 instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy
20 statements and/or instructions.

21 **24. PELL GRANTS/HEA TITLE IV**

22 If CONTRACTOR provides any services under this Agreement to applicants for or recipients of Pell
23 Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with
24 CONTRACT ADMINISTRATOR in coordinating these grants and awards with WIA funding in accordance
25 with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform CONTRACT
26

1 ADMINISTRATOR in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title
2 IV awards and other financial aid granted to each WIA participant under this Agreement.

3 **25. ANNUAL AUDIT**

4 CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public
5 Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with the
6 Act and 20 C.F.R. Section 667.200. CONTRACTOR shall submit two (2) copies of each required audit
7 report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

8 **26. ACCESS AND RECORDS**

9 (a) Access. COUNTY, the State of California and the United States Government and/or their
10 representatives, shall have access, for purposes of monitoring, auditing, and examining, to
11 CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to
12 records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers,
13 accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this
14 condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this
15 Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives
16 shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site
17 monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning
18 employees and participants and entering any premises or onto any site in which any of the services or
19 activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept.
20 CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3)
21 days after receipt of written demand by CONTRACT ADMINISTRATOR which shall be deemed received
22 upon date of sending. In the event CONTRACTOR does not make the above referenced documents
23 available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and
24 reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the
25 location where said records and books of account are maintained.
26

1 (b) Records Retention. All accounting records and evidence pertaining to all costs of
2 CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's
3 office or place of business for the duration of this Agreement and thereafter for four (4) years after
4 completion of an audit. Records which relate to (1) complaints, claims, administrative proceedings or
5 litigation arising out of the performance of this Agreement, or (2) costs and expenses of this Agreement to
6 which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4)
7 years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

8 (c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or
9 Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the
10 extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

11 **27. FRAUD**

12 CONTRACTOR shall immediately report all suspected or known instances and facts concerning
13 possible fraud, abuse or criminal activity under this Agreement.

14 **28. MODIFICATIONS/CHANGE ORDERS**

15 (a) CONTRACT ADMINISTRATOR may at any time, by written order to CONTRACTOR, make
16 changes within the general scope of this Agreement, in the definition of services and tasks to be
17 performed, the manner in which services are performed, the time and place of performance thereof and
18 additional related provisions. Such change orders may be made when necessitated by changes in the
19 Orange County One-Stop System operations or performance, the operations or performance of
20 CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal mandates
21 or directives. CONTRACTOR may submit a program or budget modification request in response to
22 change orders which significantly alter CONTRACTOR's Statement of Work. Without further Board action,
23 CONTRACT ADMINISTRATOR may execute amendments to this Agreement modifying CONTRACTOR's
24 services in amounts that do not collectively increase or decrease by more than 10% the price of said
25 services under this Agreement when originally executed. Modifications in excess of 10% of the original
26

1 Agreement price, and modifications that materially alter either of the parties' obligations hereunder must be
2 approved by the COUNTY's Board of Supervisors.

3 CONTRACTOR and CONTRACT ADMINISTRATOR shall make a good faith effort to reach an
4 agreement with respect to change orders, which affect the price of services under the Agreement.
5 CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a
6 change order shall be a dispute for which an appeal may be made pursuant to Section 44 of this
7 Agreement. Notwithstanding the foregoing, the price of services under this Agreement shall not be
8 increased except by written modification of this Agreement indicating the new services and price of this
9 Agreement if applicable. Until the parties reach agreement, CONTRACTOR shall not be obligated to
10 assume increased performance under the change order beyond the limitation of funds established within
11 this Agreement.

12 (b) CONTRACTOR may request changes in the scope of performance or services under this
13 Agreement, by submitting a written request to CONTRACT ADMINISTRATOR describing the request and
14 its impact on CONTRACTOR's Proposal, Statement of Work and Budget Schedule. CONTRACT
15 ADMINISTRATOR will review the request and respond in writing within ten (10) business days. Requests
16 shall be reviewed in light of all CID program activities. CONTRACT ADMINISTRATOR's decision whether
17 to approve the request or request Board of Supervisors' approval shall be final. CONTRACT
18 ADMINISTRATOR may approve a request that meets all of the following criteria:

- 19 (ii) It does not materially change other terms of this Agreement, and
- 20 (iii) It is supported by adequate consideration to COUNTY.

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

23 **29. PARTICIPANTS**

24 (a) Benefits. CONTRACTOR shall provide wages and benefits to individuals who participate in the
25 activities and services funded by this Agreement ("participants") in accordance with the standards and
26 requirements of the Act, including Section 181 of the Act.

1 (b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act,
2 including Section 181 of the Act, and all other applicable codes and regulations.

3 (c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling
4 Procedures" under the Act, a copy of which is available from the CONTRACT ADMINISTRATOR.
5 CONTRACTOR shall advise participants of their right to file complaints under the Act and of the
6 procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for
7 handling complaints which is available from the CONTRACT ADMINISTRATOR alleging a violation of the
8 Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or
9 the Federal government relating to the complaint shall be binding on and shall be followed by
10 CONTRACTOR.

11 (d) Nondiscrimination and Compliance Provisions

12 (1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity
13 provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the
14 Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age
15 Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the
16 Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246,
17 as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and
18 with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing
19 those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and
20 COUNTY have the right to seek judicial enforcement of this requirement.

21 (2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act
22 (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder
23 (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair
24 Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in
25 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement
26 by reference and made a part hereof as if set forth in full.

1 (3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not
2 deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color,
3 ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical
4 condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will
5 they unlawfully discriminate, harass or allow harassment against any employee or applicant for
6 employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age,
7 mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status,
8 denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and
9 treatment of employees and applicants for employment are free from such discrimination and harassment.

10 (4) CONTRACTOR will include the non-discrimination and compliance provisions of this
11 Section of the Agreement in all subcontracts to perform work under this Agreement.

12 (5) CONTRACTOR will give written notice of its obligations under this Section of the
13 Agreement to labor organizations with which CONTRACTOR has a collective bargaining or other
14 agreement.

15 (6) CONTRACTOR shall furnish any and all information requested by CONTRACT
16 ADMINISTRATOR and shall permit CONTRACT ADMINISTRATOR access, during business hours, to
17 books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-
18 discrimination requirements.

19 **30. CONFIDENTIALITY**

20 (a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where
21 applicable, maintain the confidential nature of information provided to it concerning participants in
22 accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to
23 COUNTY, the State of California and/or the United States Government or their representatives, all records
24 requested for administrative purposes, including audit, examinations, monitoring and verification of reports
25 submitted by CONTRACTOR, costs incurred and services rendered hereunder.
26

1 (b) CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff
 2 who may provide services to CONTRACTOR under this Agreement to sign an agreement with
 3 CONTRACTOR before commencing the provision of any such services, to maintain the confidentiality of
 4 any and all materials and information with which they may come into contact, or the identities or any
 5 identifying characteristics or information with respect to any and all participants referred to CONTRACTOR
 6 by COUNTY, except as may be required to provide services under this Agreement or to those specified in
 7 this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit.
 8 CONTRACTOR shall provide reports and any other information required by COUNTY in the administration
 9 of this Agreement, and as otherwise permitted by law.

10 (c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the
 11 confidentiality requirements of this Agreement.

12 **31. EQUIPMENT**

13 All items purchased with funds provided under this Agreement or which are furnished to
 14 CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars (\$5,000),
 15 including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to all
 16 items of Equipment purchased vests and will remain in COUNTY as such shall be designated by
 17 CONTRACT ADMINISTRATOR. The use of such items of Equipment is limited to the performance of this
 18 Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of
 19 Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of
 20 CONTRACT ADMINISTRATOR.

21 CONTRACTOR further agrees to the following:

22 (a) To maintain all items of Equipment in good working order and condition, except for normal
 23 wear and tear.

24 (b) To label all items of Equipment, do periodic inventories as required by CONTRACT
 25 ADMINISTRATOR and to maintain an inventory list showing where and how the Equipment is being used,
 26 in accordance with procedures developed by CONTRACT ADMINISTRATOR. All such lists shall be

1 submitted to CONTRACT ADMINISTRATOR within ten (10) days of the request therefore. Inventory lists
2 must be maintained for four (4) years after final disposition of property.

3 (c) To report in writing to CONTRACT ADMINISTRATOR immediately after discovery, the loss or
4 theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted
5 and a copy of the police report submitted to CONTRACT ADMINISTRATOR.

6 (d) To purchase a policy or policies of insurance covering loss or damage to any and all
7 Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing
8 protection against the classification of fire, extended coverage, vandalism, malicious mischief and special
9 extended perils (all risks) covering the parties' interests as they appear.

10 (e) The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in
11 writing, shall require the prior written approval of CONTRACT ADMINISTRATOR, and shall fulfill the
12 provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or
13 activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting
14 from Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been
15 obtained from CONTRACT ADMINISTRATOR.

16 (f) The purchase of computer-related and electronic equipment under \$5,000, including, but not
17 limited to laptops, desktop computers, cell phones, PDAs, cameras, and DVD players, must be approved
18 by CONTRACT ADMINISTRATOR.

18 **32. INDEMNIFICATION**

19 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold
20 COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected and
21 appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's
22 Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims,
23 demands or liability of any kind or nature, including but not limited to personal injury or property damage,
24 arising from or related to the services, products or other performance provided by CONTRACTOR
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1 pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of
2 competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY
3 INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the
4 court.

5 **33. INSURANCE**

6 (a) Prior to the provision of services under this Agreement, the CONTRACTOR agrees to purchase
7 all required insurance at CONTRACTOR's expense and to deposit with CONTRACT ADMINISTRATOR
8 Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that
9 the insurance provisions of this Agreement have been complied with and to keep such insurance coverage
10 and the certificates therefore on deposit with CONTRACT ADMINISTRATOR during the entire term of this
11 Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
12 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
13 CONTRACTOR.

14 (b) All insurance policies required by this Agreement shall declare any deductible or self-insured
15 retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically
16 be approved by the County Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be
17 responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or
18 deductibles shall be clearly stated on the Certificate of Insurance. If the CONTRACTOR fails to maintain
19 insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this
20 Agreement.

21 (c) If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the
22 insurance coverage required by this Agreement.

23 (d) The policy or policies of insurance required herein must be issued by an insurer licensed to do
24 business in the State of California (California Admitted Carrier). If the insurer is not licensed to do
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1 business in the State of California, CEO/Office of Risk Management retains the right to approve or reject
2 the insurer after a review of the insurer’s performance and financial ratings.

3 (e) The policy or policies of insurance required herein must be issued by an insurer with a minimum
4 rating of “A- (Secure Best’s Rating)” and a minimum financial rating of “VIII (Financial Size Category),” as
5 determined by the most current edition of the Best’s Key Rating Guide/Property-Casualty/United States or
6 by going on-line to “ambest.com.”

7 (f) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
8 limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with Broad Form Property Damage	\$1,000,000 combined single limit per occurrence
Endorsement and Contractual Liability	\$2,000,000 Aggregate
Automobile Liability including all owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer’s Liability	\$1,000,000 per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

17 (g) All liability insurance required by this Agreement shall be at least \$1,000,000 combined single
18 limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be
19 \$2,000,000.

20 (h) The County of Orange, Orange County Workforce Investment Board, and State of California
21 shall be added as additional insureds on all insurance policies required by this Agreement with respect to
22 the services provided by CONTRACTOR under the terms of this Agreement (except Workers’
23 Compensation/Employers’ Liability). An additional insured endorsement evidencing that the County of
24 Orange is an additional insured shall accompany the Certificate of Insurance.

1 (i) All insurance policies required by this Agreement shall be primary insurance, and any insurance
2 maintained by the County of Orange shall be excess and non-contributing with insurance provided by
3 these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and non-
4 contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability
5 and Sexual Misconduct Insurance.

6 (j) All insurance policies required by this Agreement shall give the County of Orange 30 days notice
7 in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of
8 Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-
9 printed ACORD certificate:

10 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE
11 EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN
12 NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

13 (k) All insurance policies required by this Agreement shall waive all rights of subrogation against
14 the County of Orange and members of the Board of Supervisors, its elected and appointed officials,
15 officers, agents and employees when acting within the scope of their employment or appointment.

16 (l) The Commercial General Liability policy shall contain a severability of interests clause.

17 (m) CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which
18 requires every employer to be insured against liability for Workers' Compensation or be self-insured in
19 accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall furnish
20 COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this Agreement,
21 statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of
22 \$1,000,000 per occurrence.

23 (n) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
24 days of notification by CEO/Risk Management or by CONTRACT ADMINISTRATOR, award may be made
25 to the next qualified proponent.
26

1 (o) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
2 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
3 decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect
4 COUNTY.

5 (p) COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
6 CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with
7 CONTRACT ADMINISTRATOR incorporating such changes within thirty (30) days of receipt of such
8 notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be
9 entitled to all legal remedies.

10 (q) The procuring of such required policy or policies of insurance shall not be construed to limit
11 CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this
12 Agreement.

13 (r) The County of Orange Certificate of Insurance and the Special Endorsement for the County of
14 Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of
15 commercial insurance certificates and endorsements.

16 **34. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION**

17 CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free,
18 nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials,
19 data, films, tapes, etc., developed under this Agreement including those covered by copyright. The
20 COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such
21 materials. Further, the COUNTY, Federal, and State governments shall have access to any report,
22 preliminary findings or data assembled by CONTRACTOR under this Agreement and shall retain
23 ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR
24 97.34 and 97.36(i)(8&9).
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1 **35. INTELLECTUAL PROPERTY**

2 (a) Federal Funding. In any Agreement funded in whole or in part by the federal government,
3 COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result
4 directly or indirectly from the Agreement, except as provided in 37 Code of Federal Regulations part
5 401.14. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free,
6 non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such
7 Intellectual Property throughout the world in any manner for governmental purposes and to have and
8 permit others to do so.

9 (b) Ownership.

10 (1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall
11 be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all
12 intellectual property, from the moment of creation, whether or not jointly conceived, that are made,
13 conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or
14 indirectly from this Agreement.

15 (2) For the purposes of this Agreement, Intellectual Property means recognized protectable
16 rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks,
17 applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color
18 combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works,
19 mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices,
20 business processes, developments, innovations, good will, any data or information maintained, collected or
21 stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible
22 proprietary information as may exist now and/or hereafter come into existence, and all renewals and
23 extensions, regardless of whether those rights arise under the laws of the United States, or any other state,
24 country or jurisdiction.

25 (i) For the purposes of the definition of Intellectual Property, "works" means all literary works,
26 writings and printed matter including the medium by which they are recorded or reproduced, photographs,

1 art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital
2 images, animation cells, and other audiovisual works including positives and negatives thereof, sound
3 recordings, tapes, educational materials, interactive videos, computer software and any other materials or
4 products created, produced, conceptualized and fixed in a tangible medium of expression. It includes
5 preliminary and final products and any materials and information developed for the purposes of producing
6 those final products. "Works" does not include articles submitted to peer review or reference journals or
7 independent research projects.

8 (3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of its
9 Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this
10 Agreement, CONTRACTOR may access and utilize certain of COUNTY's Intellectual Property in existence
11 prior to the effective date of this Agreement. Except as otherwise set forth herein, CONTRACTOR shall
12 not use any of COUNTY's Intellectual Property now existing or hereafter existing for any purposes without
13 the prior written permission of COUNTY. Except as otherwise set forth herein, neither the CONTRACTOR
14 nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If,
15 during the term of this Agreement, CONTRACTOR accesses any third-party Intellectual Property that is
16 licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality restrictions
17 applicable to COUNTY in the third-party's license agreement.

18 (4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining
19 COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against third
20 parties with respect to the intellectual Property. If the CONTRACTOR enters into any agreements or
21 subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the terms
22 of the agreement(s) to include all Intellectual Property provisions of paragraphs thirty-four (34) (a) through
23 thirty-four (i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to
24 assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or
25 reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or
26 indirectly from this Agreement or any subcontract.

1 (5) Pursuant to paragraph thirty-four (34) (b) (4) of the Intellectual Property Provisions of this
2 Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of
3 paragraph thirty four (a) through thirty-four (i) of the Intellectual Property Provisions in all agreements and
4 subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for
5 customized and on-the-job training as authorized under 20 CFR 663.700-730.

6 (6) CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable
7 respects, and execute all documents and, subject to reasonable availability, give testimony and take all
8 further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual
9 Property rights and interests.

10 (c) Retained Rights/License Rights.

11 (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by
12 CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement, CONTRACTOR
13 shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior
14 to the effective date of this Agreement. CONTRACTOR hereby grants to COUNTY, without additional
15 compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-
16 terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and
17 privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to
18 sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the
19 Intellectual Property resulting from this Agreement, unless CONTRACTOR assigns all rights, title and
20 interest in the Intellectual Property as set forth herein.

21 (2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using
22 any ideas, concepts, know-how, methodology or techniques related to its performance under this
23 Agreement, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights,
24 license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any
25 provisions of paragraphs thirty four (a) through thirty-four (i) or result in a breach of any provisions of law
26 relating to confidentiality.

1 (d) Copyright.

2 (1) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in
3 Ownership, paragraph thirty-four (b) (2) (i) of authorship made by or on behalf of CONTRACTOR in
4 connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for hire."
5 CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with
6 the performance of this Agreement will be a "work made for hire," whether that person is an employee of
7 CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work.
8 CONTRACTOR shall enter into a written agreement with any such person that (i) all work performed for
9 CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall
10 assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or
11 reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this
12 Agreement.

13 (2) All materials, including, but not limited to, computer software, visual works or text,
14 reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived,
15 derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly
16 from this Agreement may not be reproduced or disseminated without prior written permission from
17 COUNTY.

18 (e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of this
19 Agreement, which did not result from research and development specifically included in the Agreement's
20 scope of work, CONTRACTOR hereby grants to COUNTY a license as described under paragraph thirty
21 four (c) for devices or material incorporating, or made through the use of such inventions. If such
22 inventions result from research and development work specifically included within the Agreement's scope
23 of work, then CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right,
24 title and interest in and to such inventions and to assist COUNTY in securing United States and foreign
25 patents with respect thereto.
26

1 (f) Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its
2 performance of this Agreement shall not be dependent upon or include any Intellectual Property of
3 CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written approval; and (ii) granting
4 to or obtaining for COUNTY's, without additional compensation, a license, as described in paragraph thirty-
5 four (c), for any of CONTRACTOR's or third-party's Intellectual Property in existence prior to the effective
6 date of this Agreement. If such a license upon these terms is unattainable, and COUNTY determines that
7 the Intellectual Property should be included in or is required for CONTRACTOR's performance of this
8 Agreement, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.

9 (g) Warranties.

10 (1) CONTRACTOR represents and warrants that:

11 (i) CONTRACTOR has secured and will secure all rights and licenses necessary for its
12 performance of this Agreement.

13 (ii) Neither CONTRACTOR's performance of this Agreement, nor the exercise by either Party
14 of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import,
15 export, modification, public and private display/performance, distribution, and disposition of the Intellectual
16 Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which
17 result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right,
18 non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under
19 the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There
20 are currently no actual or threatened claims by any such third party based on an alleged violation of any
21 such right by CONTRACTOR.

22 (iii) Neither CONTRACTOR's performance nor any part of its performance will violate the right
23 of privacy of, or constitute a libel or slander against any person or entity.

24 (iv) CONTRACTOR has secured and will secure all rights and licenses necessary for
25 Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or
26

1 performances used, and talent (radio, television and motion picture talent), owners of any interest in and to
2 real estate, sites locations, property or props that may be used or shown.

3 (v) CONTRACTOR has not granted and shall not grant to any person or entity any right that
4 would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this
5 Agreement.

6 (vi) CONTRACTOR has appropriate systems and controls in place to ensure that state funds
7 will not be used in the performance of this Agreement for the acquisition, operation or maintenance of
8 computer software in violation of copyright laws.

9 (vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges,
10 liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's
11 performance of this Agreement.

12 (2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING
13 FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT
14 OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

15 (h) Intellectual Property Indemnity.

16 (1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and
17 assignees, and its officers, contract administrators, employees, agents, representatives, successors, and
18 users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or
19 actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions
20 or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses,
21 court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending
22 against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities
23 may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which
24 arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties,
25 covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual
26 Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's

1 use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and
2 private performance/display, license, and disposition of the Intellectual Property made, conceived, derived
3 from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this
4 Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on
5 a patent, trademark or copyright registration that was issued after the effective date of this Agreement.
6 COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such
7 infringement action brought against COUNTY.

8 (2) Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this
9 Agreement become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise
10 its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual
11 Property in accordance with this Agreement at no expense to COUNTY. COUNTY shall have the right to
12 monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In
13 the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using
14 the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the
15 replaced or modified Intellectual Property becomes non-infringing provided that such replacement or
16 modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not
17 reasonably available, COUNTY may be entitled to a refund of all monies paid under this Agreement,
18 without restriction or limitation of any other rights and remedies available at law or in equity.

19 (3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY
20 for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a) through thirty-
21 four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the
22 event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without
23 limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other
24 rights and remedies available at law or in equity.

25 (i) Survival. The provisions set forth herein shall survive any termination or expiration of this
26 Agreement or any project schedule.

1 **36. CORPORATE STATUS**

2 All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be
3 in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal
4 Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR
5 immediately in writing to CONTRACT ADMINISTRATOR.

6 **37. STANDARDS OF CONDUCT**

7 (a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in order
8 to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or
9 improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain
10 personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this
11 Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by
12 prejudice, bias, special interest or desire for personal gain.

13 (b) Employment of Former State or COUNTY Employees. CONTRACTOR will ensure that any of its
14 employees who were formerly employed by the State of California or the County of Orange, in a position
15 that could have enabled such individuals to impact policy regarding or implementation of programs covered
16 by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this
17 Agreement for a period of not less than two (2) years following the termination of such employment.

18 (c) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any
19 executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment
20 in programs provided by, or employment with, CONTRACTOR.

21 (d) Conducting Business Involving Close Personal Friends and Associates. Executives and
22 employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be
23 exerted by personal friends and associates and, in administering this Agreement, will exercise due
24 diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to
25 friends and associates.
26

1 (e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR,
 2 elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any
 3 other consideration from a third person, for the performance of an act reimbursed in whole or part by
 4 CONTRACTOR or COUNTY. Supplies, materials, equipment or services purchased with Agreement funds
 5 will be used solely for purposes allowed under this Agreement. No voting member of the OCWIB will cast
 6 a vote on the provision of services by that member (or any organization which that member represents) or
 7 vote on any matter which would provide direct financial benefit to that member or any business or
 8 organization which the member directly represents.

9 **38. SWEATFREE CODE OF CONDUCT**

10 All CONTRACTORs contracting for the procurement or laundering of apparel, garments or
 11 corresponding accessories, or the procurement of equipment, materials, or supplies, other than
 12 procurement related to a public works contract, declare under penalty of perjury that no apparel, garments
 13 or corresponding accessories, equipment, or supplies furnished to the sweatshop labor, forced labor,
 14 convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children
 15 in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the
 16 Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website
 17 located at www.dir.ca.gov, and Public Contract Code Section 6108.

18 The CONTRACTOR agrees to cooperate fully in providing reasonable access to the
 19 CONTRACTOR’s records, documents, agents or employees, or premises if reasonably required by
 20 authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of
 21 Justice to determine the CONTRACTOR’s compliance with the requirements under paragraph a of the
 22 Sweatfree Code of Conduct.

23 **39. DRUG FREE WORKPLACE**

24 CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto
 25 as Exhibit “E” and incorporated herein by this reference.
 26

1 **40. DEBARMENT**

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

6 **41. SECTARIAN ACTIVITIES**

7 CONTRACTOR agrees that this Agreement will not provide for the advancement or aid to any
8 religious sect, church or creed for a purpose that is sectarian in nature, nor will it help to support or sustain
9 any school, college, university, hospital or other institution controlled by any religious creed, church, or
10 sectarian denomination. However, in accordance with Presidential Executive Order No. 13279, issued
11 December, 2002, CONTRACTOR shall also provide and promote equal treatment to all faith-based
12 organizations in administering its federally-funded activities.

13 **42. LITERATURE**

14 Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or
15 the general public of its programs under this Agreement shall state that its programs are supported by the
16 County of Orange and the Orange County Workforce Investment Board, and shall state that the program is
17 an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request
18 to individuals with disabilities."

19 **43. LOBBYING**

20 (a) CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying,"
21 which is attached hereto as Exhibit "G" and incorporated herein by this reference. CONTRACTOR shall
22 complete and immediately forward to CONTRACT ADMINISTRATOR the "Disclosure Form to Report
23 Lobbying," a copy of which is attached hereto as Exhibit "H", incorporated herein by this reference, if
24 CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or
25 engages in lobbying any federal officer, employee, elected official or agency with respect to this Agreement
26 or the funds to be received by CONTRACTOR pursuant to this Agreement.

1 (b) CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or
2 indirectly, any political party, political candidate or political activity, except as permitted by law.

3 **44. BREACH - SANCTIONS**

4 If, through any cause, CONTRACTOR violates any of the terms and conditions of this Agreement, or
5 any prior Agreements whereby grant funds were received by CONTRACTOR, or if CONTRACTOR reports
6 inaccurately, or if an audit report makes disallowances, CONTRACTOR shall promptly remedy its acts or
7 omissions and/or repay COUNTY all amounts due COUNTY as a result thereof. For any such failures or
8 violations COUNTY shall also have the right, at its sole discretion, to: (1) immediately discontinue program
9 support until such time as CONTRACTOR fulfills its obligations or remedies all violations of this Agreement
10 or prior Agreements; and/or (2) collect outstanding amounts, as determined by CONTRACT
11 ADMINISTRATOR to be due COUNTY from CONTRACTOR, by offsetting or debiting from current claims
12 or invoices, if after thirty (30) days written notice CONTRACTOR has failed to repay same or a repayment
13 schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 43 herein.
14 CONTRACT ADMINISTRATOR shall give CONTRACTOR written notice of any action pursuant to this
15 paragraph, which notice shall be deemed served on the date of mailing.

16 **45. DISPUTES**

17 Except as otherwise provided in this Agreement, any dispute concerning any question arising after
18 the commencement of this Agreement shall be decided by CONTRACT ADMINISTRATOR. In such a
19 case, CONTRACT ADMINISTRATOR shall reduce its decision to writing and mail or otherwise furnish a
20 copy thereof to CONTRACTOR. The decision of CONTRACT ADMINISTRATOR shall be final and
21 conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CONTRACT
22 ADMINISTRATOR receives from CONTRACTOR a written request to appeal said decision to the COUNTY
23 Board of Supervisors. Pending final decision of the appeal, CONTRACTOR shall act in accordance with
24 the written decision of CONTRACT ADMINISTRATOR.
25
26

1 **46. TOTAL AGREEMENT**

2 This Agreement, together with the attachments hereto, expresses the total understanding of the
3 parties. There are no oral understandings of the parties or terms and conditions other than as are stated
4 herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in
5 this Agreement.

6 **47. CHILD SUPPORT ENFORCEMENT**

7 In order to comply with child support enforcement requirements of the County of Orange,
8 CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only
9 providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of
10 award of contract.

11 Failure of CONTRACTOR to timely submit the data and/or certifications required above or to comply
12 with all federal and state reporting requirements for child support enforcement or to comply with all lawfully
13 served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material
14 breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from COUNTY shall
15 constitute grounds for termination of this Agreement.

16 **48. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS**

17 CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting
18 Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

19 **49. NOTICES**

20 All notices, reports and correspondence between the parties hereto respecting this Agreement shall
21 be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

22 COUNTY: OC Community Resources
23 OC Community Services / Community Investment Division
24 1300 South Grand Avenue
25 Building "B"
26 Santa Ana, California 92705

1 CONTRACTOR:
2
3
4

5 **50. GOVERNING LAW AND VENUE**

6 This Agreement has been negotiated and executed in the state of California and shall be governed
7 by and construed under the laws of the state of California. In the event of any legal action to enforce or
8 interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in
9 Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such
10 court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to
11 waive any and all rights to request that an action be transferred for trial to another County.

12 **51. WAIVER**

13 No delay or omission by either party hereto to exercise any right or power accruing upon any
14 noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair
15 any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of
16 any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be
17 a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein
18 contained.

19 **52. PUBLICITY**

20 Information and solicitations, prepared and released by CONTRACTOR, concerning the services
21 provided under this Agreement, shall state that the program, wholly or in part, is funded by the County of
22 Orange and the Orange County Workforce Investment Board.

23 **53. CALENDAR DAYS**

24 Any reference to the word "day" or "days" herein shall mean calendar day or calendar days,
25 respectively, unless otherwise expressly provided.

26 //

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

"COUNTY OF ORANGE a political
Subdivision of the State of California"

Dated: _____

By: _____
Steve Franks
Director, OC Community Resources

"CONTRACTOR"*

Dated: _____

By: _____

Title: _____

Dated: _____

By: _____

Title: _____

*[Authorized signatures for corporations. Requirement of two signatures 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 contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

APPROVED AS TO FORM:

COUNTY COUNSEL
County of Orange

Dated: 4/2/2009

By: _____
Deputy

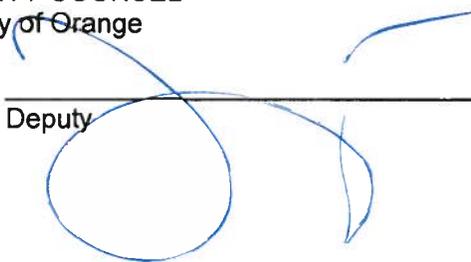


EXHIBIT A
TO AGREEMENT FOR WIA YOUTH RECOVERY ACT
COST REIMBURSEMENT AGREEMENT
APRIL 1, 2009-JUNE 30, 2010

GENERAL PROGRAM REQUIREMENTS

CONTRACTOR: _____
AGREEMENT #: _____

I. PURPOSE

- A. The American Recovery and Reinvestment Act of 2009, hereinafter referred to as "The Recovery Act" was signed into law on February 17, 2009. The Recovery Act is intended to preserve and create jobs, promote the nation's economic recovery, and assist those most impacted by the recession, including disconnected youth.
- B. The Recovery Act funds will be used to provide employment and training services through the current year-round services and a Summer Youth Employment Program (SYEP) for Summer 2009. The SYEP Program Requirements are outlined in Exhibit A-1.
- C. Eligibility for youth served with Recovery Act funds is the same as for the WIA Youth program, with the exception specified in the Act that allows for youth up to the age of 24 to be served with Recovery Act funds.

II. TARGET POPULATION

- A. Contractor will serve eligible *In-School Youth (ISY)* and/or *Out-of-School Youth (OSY)* ages 16-24 who reside in the County of Orange, meet the economically disadvantaged youth eligibility criteria [WIA §127(2)(c)(I)(ii)]; and have one or more barriers to employment.
- B. ISY and OSY Defined
 1. *In-School Youth*: an eligible youth who is attending any school and has not received a secondary school diploma or its recognized equivalent, or those who are attending post-secondary school and is not basic skills deficient [WIA §101(33) and TEGL 14-00, Change 1];
 2. *Out-of-School Youth*: an eligible youth who is a school dropout; or an eligible youth who has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed.
- C. Barriers to Employment
 1. Deficient in basic literacy skills
 - a. Computes or solves problems, reads, writes, or speaks English at or below grade level 8.9.
 - b. Is unable to compute or solve problems, read, write or speak English at a level necessary to function on the job, in the individual's family or in society.
 2. School Dropout – The term school dropout means an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent. Youth enrolled in alternative schools are not school dropouts.
 3. Individuals who are homeless, runaways or foster children.
 4. Offender
 - a. Has been subject to any stage of the criminal justice process.

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- b. Requires assistance in overcoming barriers to employment resulting from a record of arrest or conviction.
- 5. Individuals who are pregnant or parenting.
- 6. Individuals who require additional assistance to complete an educational program, or to secure and hold employment, including an individual who:
 - a. Has repeated at least one secondary grade level or is one year over age for grade.
 - b. Has a core GPA less than 1.5.
 - c. For each year of secondary education, is at least two semester credits behind the rate required to graduate from high school.
 - d. Is an emancipated youth.
 - e. Is a previous school dropout, or has been suspended five or more times, or has been expelled.
 - f. Is a court/agency referral mandating school attendance.
 - g. Is deemed at risk of dropping out by a school official.
 - h. Has been referred to or is being treated by an agency for substance abuse related problem.
 - i. Has experienced a recent traumatic event, is a victim of abuse, or resides in an abusive environment as documented by a school official or professional.
 - j. Is physically or mentally challenged.
 - k. Has never held a job (does not apply to youth 17 years of age and younger).
 - l. Has been fired from a job within the 12 months prior to application (does not apply to youth 17 years of age and younger).
 - m. Has never held a full-time job for more than 13 consecutive weeks (does not apply to youth 17 years of age and younger).
 - n. Attends a continuation school.
 - o. Is involved in gang related activities.
- D. Contractor shall target and/or serve any specific populations the Orange County Workforce Investment Board (OCWIB), Youth Council, and/or U.S. Department of Labor (US DOL) identify as special or priority populations.
- E. Access to services shall also be provided for eligible 14 and 15 year old individuals through referrals to partner agencies and non-WIA programs as applicable.
- F. The U.S. DOL Employment and Training Administration's (ETA) New Strategic Vision for the Delivery of Youth Services Under WIA [TEGL 3-04 and 28-05] recommends that youth programs focus on serving the neediest youth, with priority given to runaway and homeless youth; youth in foster care and those aging out of foster care; youth offenders; children of incarcerated parents; Indian and Native American youth, and youth with disabilities.
 - 1. CONTRACTOR agrees to adopt policies to ensure access for all youth including those with special needs such as those with literacy deficits;

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- physical or learning disabilities; limited English language proficiency, and substance abuse.
- 2. Non-duplication – Funds made available under this Act may not be used to provide funding under the School to Work Opportunities Act of 1994 [WIA, §129(6)B)].

III. PROGRAM DESIGN AND REQUIREMENTS WIA, §129(c)(1)(A)(B)

- A. All WIA youth programs must provide:
 - 1. Outreach and recruitment (inclusive of eligibility determination) throughout the Contractor's specified area of coverage.
 - 2. An Objective Assessment of the individual's readiness for employment and education. This is an individual assessment of each participant's academic and employability skill levels with a review of basic and occupational skills, prior work experience, interests, and aptitudes (including interest in non-traditional jobs).
 - 3. A documented Individual Service Plan (ISP) for each participant that shall identify appropriate goals with corresponding achievement objectives based on assessments and a continuum of services to include performance and retention plans. It includes a time frame for anticipated involvement in the program and description of service needs, including but not limited to: supportive services and follow-up services to ensure performance outcomes.
 - 4. Preparation for post-secondary educational opportunities, strong linkages between academic and occupational learning, and/or preparation for unsubsidized employment opportunities.
 - 5. Case management throughout the program and during the 12-month follow-up period.
- B. WIA requires that youth have access to the following ten program elements.
 - 1. Tutoring, study skills and instruction leading to completion of secondary school, including dropout prevention strategies.
 - 2. Alternative secondary school services, as appropriate.
 - 3. Summer employment opportunities directly linked to academic and occupational learning.
 - 4. Paid and unpaid work experiences including job shadowing and internships as appropriate. Work experience must be linked to activities that will result in meeting WIA performance measures and may not be provided on a stand-alone basis.
 - 5. Occupational skills training as appropriate.
 - 6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours as appropriate.
 - 7. Supportive services, including but not limited to transportation and childcare that are necessary to enable the youth to participate in activities. The rationale for supportive services must be documented on

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- the ISP, and receipts and signed acknowledgement by the participants is required.
8. Adult mentoring for the period of participation and subsequent period, for a total of not less than 12 months.
 9. Follow-up services for not less than 12 months after the completion of program participation. Follow-up contact form must be completed for the first, second, third, and fourth quarters after exit.
 10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referrals, as appropriate.
- C. Information and Referrals - Each participant or applicant who meets the maximum income criteria to be considered an eligible youth shall be provided:
1. Information on the full array of applicable or appropriate services available through other eligible providers or One-Stop Partners.
 2. Referral to appropriate training and educational programs that have the capacity to serve the participant or applicant either on a sequential or concurrent basis.
- D. Contractor shall ensure that an eligible applicant who does not meet the enrollment requirements of the particular program or who cannot be served:
1. Shall be referred for further assessment, as necessary and/or
 2. Referred to appropriate programs to meet the basic skills and training needs of the applicant.
- E. Contractor shall ensure that each male participating in any program or activity under this Title has complied with Section 3 of the Military Selective Service Act [50 U.S.C. App. 453]. Any male who becomes 18 years of age while participating in a WIA program must register within 30 days of his 18th birthday [WIA, § 189 (h)].
- F. Services - A service is defined as a two-way interaction between the service provider and the youth, provided directly to the youth in person or through another direct communication medium. The definition of service does not include:
1. A standard mailing;
 2. A basic question answered with little expenditure of staff time;
 3. Access to or use of electronic self-services;
 4. A determination of eligibility to participate in the program;
 5. Self-described job search that does not result in a referral to a job; or
 6. Contact with participant or employer to only obtain employment status, educational progress or need for additional services or income support payments.
- G. Contractor shall adhere to all federal, State, and OCWIB policies and procedures, including but not limited to those relating to customer access, marketing strategies, service linkages, priority of services, and best practices.
- H. At minimum, Contractor shall provide services in English and Spanish.

IV. PERFORMANCE ACCOUNTABILITY MEASURES TEGL 17-05

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The U.S. DOL has established three (3) common youth measures. Contractor shall meet and be held accountable for performance measures, including any changes and revisions in reporting timeframes.

- A. Placement in Employment or Education – Of those who are not in post-secondary education, employment, or the military at the date of participation: [# of participants who are in employment or the military or enrolled in post-secondary education and/or advanced training/occupational skills training in the 1st quarter after the exit quarter] divided by [# of participants who exit during the quarter]. This applies to all youth exited 10/1/08-9/30/09.
- B. Attainment of a Degree or Certificate – Of those enrolled in education at the date of participation or at any point during the program: [# of participants who attain a diploma, GED or certificate by the end of the 3rd quarter after the exit quarter] divided by [# of participants who exit during the quarter]. This applies to all youth exited 10/1/08-9/30/09.
- C. Literacy and Numeracy Gains – Of those out-of-school youth who are basic skills deficient: [# of participants who increase one or more educational functioning levels] divided by [# of participants who have completed a year in the program (i.e., one year from the date of program participation) plus (+) the # of participants who exit before completing a year in the program]. This applies for the period 7/1/09-6/30/10.

V. PERFORMANCE STANDARDS

- A. Contractor shall meet or exceed required federal, State and local standards, measurements and outcomes of all funding streams included in this Agreement and subsequent updates. Failure to meet performance levels may be grounds for funding de-obligation.
- B. Contractor shall adhere to WIA Customer Satisfaction Policy for Participants and Employers per OCWIB Information Notices No. 04-OCWDA-22, OCWDA-04-16 and any subsequent updates.
- C. Contractor shall ensure that participant activities remain uninterrupted in accordance with service delivery requirements of TEGL 17-05, and any subsequent updates.

VI. SYSTEM SECURITY AND CONFIDENTIALITY

Contractor agrees to the following:

- A. That all applications and individual records related to services provided under this Agreement, including eligibility for services, enrollment, and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- B. That the sharing of individual and client information necessary for provision of services under this Agreement, i.e.: assessment; universal intake; program or training referral; job development, placement or follow-up activities; and other services as needed for employment or program support purposes, constitutes a valid use of such information.

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- C. That no person or employee shall otherwise publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to applicants, participants, or customers overall.
- D. That files are kept in a secure location on site and should not be removed for any reason unless authorized by OCWIB Contract Administrator.
- E. To abide by the current confidentiality provisions of respective statutes and share information necessary for the administration of programs operated through the OCWIA.
- F. To abide by EDD Information Bulletin #WIAB02-78 Identity Theft.

VI. NON-DISCRIMINATION AND GRIEVANCE PROCEDURES

- A. In the event individuals accessing the program file a program grievance or discrimination complaint, the process for filing grievances shall be determined by the services the individual received and the matter about which the grievance is filed. Contractor agrees to process and resolve grievances regarding their own programs. Individuals, who seek to file a grievance with respect to services funded under this Agreement about program service, or file a grievance against the Contractor, shall be subject to the WIA grievance procedures of the funding source.
- B. Contractor shall keep a current copy of their non-discrimination and grievance policy and procedure on file at the OCWIB Office at all times.
- C. Contractor shall adhere to OCWIB Information Notices 06-OCWDA-05 and 08-OCWDA-17, any subsequent updates.

VII. OPERATIONS

- A. Contractor shall be responsible to train all staff assigned to the WIA Youth Program, including subcontractor(s), if any and partner agency personnel, in all program rules, regulations, policies and procedures including but not limited to eligibility, case management, JTA, MIS, targeted recruitment and completion of required forms and reports.
- B. Contractor shall be responsible to keep current on and implement all EDD Directives and Bulletins, U.S. DOL Training and Employment Guidance Letters (TEGLs), Information Notices (TEINs), Technical Assistance Guides (TAGs), and OCWIB Policies and Procedures.
- C. Contractor shall establish operating agreements with OCWIB One Stop Centers and Business Service Centers in CONTRACTOR's area of service to establish a direct link with business as a customer as well as a source for jobs leading to meaningful employment. The U.S. DOL ETA's New Strategic Vision for the Delivery of Youth Services Under WIA as issued in TEGL 3-04 recommends that youth programs focus on meeting the demands of business, especially in high-growth industries and occupations.
- D. Service and System Operating Costs - Contractor shall establish and maintain a budget consistent with the requirements and policy of the OCWIB and WIA.

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- E. Internal Monitoring – Contractor shall conduct internal monitoring of all programs funded under this Agreement at least on a bi-monthly basis to ensure compliance with legislation, regulations, bulletins, directives and local policies and procedures. Internal monitoring procedures must be in writing. Results of the bi-monthly internal monitoring and corrective action taken as a result of the internal monitoring must be in writing and must be available to OCWIB staff, upon request. Internal monitoring will include, but is not limited to the following:
1. Review of all files to determine that eligibility criteria have been met and supporting documents have been secured.
 2. Random file review for ISP updates; case note documentation; attendance verification; placement verification; supportive service documentation and delivery; post placement follow-up, and post-exit services.
 3. Verification of participant’s attendance and employment information.
 4. Verification of proper documentation for performance outcomes, including, but not limited to pre- and post- testing for literacy/numeracy, credentials, employment verification, supplemental data, and gaps in service delivery.
- F. Data Collection, MIS and Reporting
1. Contractor agrees that data, necessary to meet service and reporting requirements implied by the terms and conditions of this Agreement, shall be collected in accordance with federal, State and OCWIB policy mandates, including but not limited to State Bulletin WIA B04-43, TEGL 3-03 Change 1, and/or any subsequent updates.
 2. Contractor shall adhere to MIS reporting requirements outlined in Information Notice No. 06-OCWDA-04 and/or any subsequent updates, including program year-end reporting timelines.
 3. Contractor shall be responsible to manage and track participant progress and outcomes in order to ensure meeting all OCWIB performance standards. CONTRACTOR is responsible to access Crystal reports at http://csa-intra/spdcr/web_files/index.htm

VIII. DELIVERABLES

- A. Contractor shall adhere to the WIA Youth approved budget as delineated in EXHIBIT D of this Agreement.
- B. Contractor shall adhere to OCWIB’s invoice procedures outlined in Information Notice 02-OCWDA-64 and any subsequent updates. At the beginning of each fiscal year and with any subsequent funding increase or decrease, Contractor will be required to submit a list of personnel, their job description, salary and the full time equivalent percentage of their time that will be allocated for each funding stream. Contractor shall provide the personnel and actual percentage of their time as supporting documentation to each invoice.
- C. Contractor shall submit two originally signed copies of the monthly invoice, personnel breakdown, and operational costs breakdown by the 20th day of each

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month for the previous month's expenditures to the OCWIB's Deputy Contract administrator. Contractor shall answer any questions regarding invoices. Invoices with incorrect or disallowed costs will be returned to Contractor with an explanation.

- D. In case the Contractor has a need to adjust budget line items (without increasing their total WIA Youth allocation), Contractor shall complete all budget modification forms necessary for processing request and shall attain written approval from the designated OCWIB Workforce Development Analyst before making any changes to or invoicing differently from the budget in EXHIBIT D under this Agreement. Decreases in direct client service line items (participant wages, miscellaneous client fees, and/or student supplies) will not be accepted after the end of the second quarter. No budget modifications will be processed after April 30.
- E. Contractor shall respond to monitoring reports by the date indicated in the report. Contractor agrees to submit all required information on time in order to alleviate outstanding program/monitoring items, observations, concerns and findings.
- F. With the exception of information required to complete State MIS reporting requirements, if Contractor knows they will be unable to comply with required due dates for standard information requested by WIA, the Contractor must submit a letter to the appropriate party self-documenting their inability to comply.

IX. CONTINUOUS SYSTEM IMPROVEMENT

- A. Contractor shall implement a procedure for continuous system improvement in all aspects of service delivery in accordance with the OCWIB. This may include, but not be limited to: staff training and cross-training; participant and employer customer satisfaction; employer outreach; marketing; system-wide policies and procedures; performance management, and any other best practices as identified by the OCWIB.
- B. Continuous Quality Improvement shall be facilitated internally by the Contractor through constant review of and compliance with policies and procedures, heightened sensitivity to the needs of customers, and increased level of knowledge and services.
- C. Contractor shall attend all OCWIB sponsored training(s) relevant to WIA Youth Programmatic and regulatory issues, as well as all youth performance

**EXHIBIT A-1
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GENERAL PROGRAM REQUIREMENTS – SUMMER YOUTH EMPLOYMENT PROGRAM

CONTRACTOR: _____
AGREEMENT #: _____

I. PURPOSE

- A. The American Recovery and Reinvestment Act of 2009, hereinafter referred to as “The Recovery Act” was signed into law on February 17, 2009. The Recovery Act is intended to preserve and create jobs, promote the nation’s economic recovery, and assist those most impacted by the recession.
- B. The Recovery Act identifies summer employment for youth as a use of Recovery Act funds to expand summer youth employment opportunities during the summer of 2009.

II. TARGET POPULATION

- A. Contractor will serve eligible *In-School Youth (ISY)* and/or *Out-of-School Youth (OSY)* ages 16-24 who reside in the County of Orange, meet the economically disadvantaged youth eligibility criteria [WIA §127(2)(c)(l)(ii)]; and have one or more barriers to employment.
- B. ISY and OSY Defined
 - 1. *In-School Youth*: an eligible youth who is attending any school and has not received a secondary school diploma or its recognized equivalent, or those who are attending post-secondary school and is not basic skills deficient [WIA §101(33) and TEGL 14-00, Change 1];
 - 2. *Out-of-School Youth*: an eligible youth who is a school dropout; or an eligible youth who has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed.
- C. Barriers to Employment
 - 1. Deficient in basic literacy skills
 - a. Computes or solves problems, reads, writes, or speaks English at or below grade level 8.9.
 - b. Is unable to compute or solve problems, read, write or speak English at a level necessary to function on the job, in the individual’s family or in society.
 - 2. School Dropout – The term school dropout means an individual who is no longer attending any school and who has not received a secondary school diploma or its recognized equivalent. Youth enrolled in alternative schools are not school dropouts.
 - 3. Individuals who are homeless, runaways or foster children.
 - 4. Offender
 - a. Has been subject to any stage of the criminal justice process.
 - b. Requires assistance in overcoming barriers to employment resulting from a record of arrest or conviction.
 - 5. Individuals who are pregnant or parenting.

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6. Individuals who require additional assistance to complete an educational program, or to secure and hold employment, including an individual who:
 - a. Has repeated at least one secondary grade level or is one year over age for grade.
 - b. Has a core GPA less than 1.5.
 - c. For each year of secondary education, is at least two semester credits behind the rate required to graduate from high school.
 - d. Is an emancipated youth.
 - e. Is a previous school dropout, or has been suspended five or more times, or has been expelled.
 - f. Is a court/agency referral mandating school attendance.
 - g. Is deemed at risk of dropping out by a school official.
 - h. Has been referred to or is being treated by an agency for substance abuse related problem.
 - i. Has experienced a recent traumatic event, is a victim of abuse, or resides in an abusive environment as documented by a school official or professional.
 - j. Is physically or mentally challenged.
 - k. Has never held a job (does not apply to youth 17 years of age and younger).
 - l. Has been fired from a job within the 12 months prior to application (does not apply to youth 17 years of age and younger).
 - m. Has never held a full-time job for more than 13 consecutive weeks (does not apply to youth 17 years of age and younger).
 - n. Attends a continuation school.
 - o. Is involved in gang related activities.
- D. Access to services shall also be provided for eligible 14 and 15 year old individuals through referrals to partner agencies and non-WIA programs as applicable.

III. PROGRAM DESIGN AND REQUIREMENTS

- A. Contractor shall recruit non-profit organizations, government agencies, and private-sector businesses to act as worksites for the SYEP throughout the Contractor's specified area of coverage.
- B. Contractor shall outreach and recruit youth (inclusive of eligibility determination) throughout the Contractor's specified area of coverage.
- C. Contractor shall ensure that an eligible applicant who does not meet the enrollment requirements of the particular program or who cannot be served shall be referred to appropriate programs to meet the basic skills and training needs of the applicant.
- D. Contractor shall ensure that each male participating in any program or activity under this Title has complied with Section 3 of the Military Selective Service Act [50 U.S.C. App. 453]. Any male who becomes 18 years of age while

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participating in a WIA program must register within 30 days of his 18th birthday [WIA, § 189 (h)].

- G. Contractor shall adhere to all federal, State, and OCWIB policies and procedures, including but not limited to those relating to customer access, marketing strategies, service linkages, priority of services, and best practices.
- H. At minimum, Contractor shall provide services in English and Spanish.

IV. PERFORMANCE ACCOUNTABILITY MEASURE - TEGL 14-08

Work Readiness is the only indicator used for youth that participate in SYEP only. No other Common Measure indicator will be required for youth in SYEP only. If a youth enrolled in SYEP is enrolled in the year-around program, the youth will be part of the Common Measures for performance outcomes.

V. PERFORMANCE STANDARDS

Contractor shall meet or exceed required federal, State and local standards, measurements and outcomes of all funding streams included in this Agreement and subsequent updates.

VI. SYSTEM SECURITY AND CONFIDENTIALITY

Contractor agrees to the following:

- A. That all applications and individual records related to services provided under this Agreement, including eligibility for services, enrollment, and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- B. That the sharing of individual and client information necessary for provision of services under this Agreement, i.e.: assessment; universal intake; program or training referral; job development, placement or follow-up activities; and other services as needed for employment or program support purposes, constitutes a valid use of such information.
- C. That no person or employee shall otherwise publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to applicants, participants, or customers overall.
- D. That files are kept in a secure location on site and should not be removed for any reason unless authorized by OCWIB Contract Administrator.
- E. To abide by the current confidentiality provisions of respective statutes and share information necessary for the administration of programs operated through the OCWIA.
- F. To abide by EDD Information Bulletin #WIAB02-78 Identity Theft.

VII. NON-DISCRIMINATION AND GRIEVANCE PROCEDURES

- A. In the event individuals accessing the program file a program grievance or discrimination complaint, the process for filing grievances shall be determined by the services the individual received and the matter about which the grievance is filed. Contractor agrees to process and resolve grievances regarding their own

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programs. Individuals, who seek to file a grievance with respect to services funded under this Agreement about program service, or file a grievance against the Contractor, shall be subject to the WIA grievance procedures of the funding source.

- B. Contractor shall keep a current copy of their non-discrimination and grievance policy and procedure on file at the OCWIB Office at all times.
- C. Contractor shall adhere to OCWIB Information Notices 06-OCWDA-05 and 08-OCWDA-17, any subsequent updates.

VIII. OPERATIONS

- A. Contractor shall be responsible to train all staff assigned to the WIA Youth Program, including subcontractor(s), if any and partner agency personnel, in all program rules, regulations, policies and procedures including but not limited to eligibility, case management, JTA, MIS, targeted recruitment and completion of required forms and reports.
- B. Contractor shall be responsible to keep current on and implement all EDD Directives and Bulletins, U.S. DOL Training and Employment Guidance Letters (TEGLs), Information Notices (TEINs), Technical Assistance Guides (TAGs), and OCWIB Policies and Procedures.
- C. Service and System Operating Costs - Contractor shall establish and maintain a budget consistent with the requirements and policy of the OCWIB and WIA.
- D. Internal Monitoring – Contractor shall conduct internal monitoring on a bi-weekly basis to ensure compliance with legislation, regulations, bulletins, directives and local policies and procedures. Internal monitoring procedures must be in writing. Results of internal monitoring and corrective action taken as a result of the internal monitoring must be in writing and must be available to OCWIB staff, upon request. Internal monitoring will include, but is not limited to the following:
 - 1. Review of all files to determine that eligibility criteria have been met and supporting documents have been secured.
 - 2. Random file review for completion of ISP; case note documentation; and supportive service documentation.
 - 3. Verification of participant's worksite information.
- E. Data Collection, MIS and Reporting
 - 1. Contractor agrees that data, necessary to meet service and reporting requirements implied by the terms and conditions of this Agreement, shall be collected in accordance with federal, State and OCWIB policy mandates, including but not limited to State Bulletin WIA B04-43, TEGL 3-03 Change 1, and/or any subsequent updates.
 - 2. Contractor shall adhere to MIS reporting requirements outlined in Information Notice No. 06-OCWDA-04 and/or any subsequent updates, including program year-end reporting timelines.

IX. DELIVERABLES

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- A. Contractor shall adhere to the approved budget as delineated in EXHIBIT D-1 of this Agreement.
- B. Contractor shall adhere to OCWIB's invoice procedures outlined in Information Notice 02-OCWDA-64 and any subsequent updates. At the beginning of each fiscal year and with any subsequent funding increase or decrease, Contractor will be required to submit a list of personnel, their job description, salary and the full time equivalent percentage of their time. Contractor shall provide the personnel and actual percentage of their time as supporting documentation to each invoice.
- C. Contractor shall submit two originally signed copies of the monthly invoice, personnel breakdown, and operational costs breakdown by the 20th day of each month for the previous month's expenditures to the OCWIB's Contract Administrator. Contractor shall answer any questions regarding invoices. Invoices with incorrect or disallowed costs will be returned to Contractor with an explanation.
- D. In case the Contractor has a need to adjust budget line items (without increasing their total allocation), Contractor shall complete all budget modification forms necessary for processing request and shall attain written approval from the designated OCWIB Workforce Development Analyst before making any changes to or invoicing differently from the budget in EXHIBIT D under this Agreement.
- E. Contractor shall respond to monitoring reports by the date indicated in the report. Contractor agrees to submit all required information on time in order to alleviate outstanding program/monitoring items, observations, concerns and findings.
- F. With the exception of information required to complete State MIS reporting requirements, if Contractor knows they will be unable to comply with required due dates for standard information requested by WIA, the Contractor must submit a letter to the appropriate party self-documenting their inability to comply.

X. CONTINUOUS SYSTEM IMPROVEMENT

- A. Contractor shall implement a procedure for continuous system improvement in all aspects of service delivery in accordance with the OCWIB. This may include, but not be limited to: staff training and cross-training; participant and employer customer satisfaction; employer outreach; marketing; system-wide policies and procedures; performance management, and any other best practices as identified by the OCWIB.
- B. Continuous Quality Improvement shall be facilitated internally by the Contractor through constant review of and compliance with policies and procedures, heightened sensitivity to the needs of customers, and increased level of knowledge and services.
- C. Contractor shall attend all OCWIB sponsored training(s) relevant to WIA Youth programmatic and regulatory issues, as well as all youth performance accountability and youth provider meetings.

**EXHIBIT B
TO AGREEMENT FOR WIA YOUTH RECOVERY ACT
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STATEMENT OF WORK

CONTRACTOR: _____
AGREEMENT #: _____

I. SERVICES TO BE PROVIDED

If CONTRACTOR has agreed to provide employment and training services to *In-School or Out-of School Youth*) as specified in Exhibit A of the Agreement, CONTRACTOR shall provide said services in accordance with Paragraphs II, III, IV and V below:

II. SERVICE DELIVERY

A. Youth to be served in Year-Round Program:
Contractor will serve Workforce Investment Act (WIA) eligible In-School and Out-of School Youth in _____ (cities).

B. Hours of Operation
1. Hours of operation shall be, at a minimum, from 8:00 am to 5:00 pm Monday through Friday. The OCWIB reserves the right to mandate hours of operation that will most effectively serve the needs of its participants. The Contractor must ensure that arrangements are made to keep service delivery available throughout the holiday seasons with limited closings for major holidays. To the extent possible, Contractor shall coordinate schedules and eliminate overtime hours.
2. Contractor shall adhere to the County of Orange Holiday Schedule and shall not close during school Winter Break and Spring Break.

D. Printed Material
Printed material and other information at the youth center must be provided, at minimum in English and Spanish.

E. Notice and Communication Requirements:
1. Where materials indicate that the contractor may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the contractor must be indicated. If the contractor does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative. [29CFR Part 37; WIAD01-21]
2. For information and services accessed electronically, Contractor shall establish a procedure which assures that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD07-06]
3. Distributed publications, broadcasts, and other communications, which promote WIA programs or activities, must include the following tagline:

'This WIA 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'. [29 CFR Part 37; WSD07-06]

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4. Contractor must provide reasonable accommodations to participants in need of special assistance to attend meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the contractor. Contractor must include the following tagline on all flyers, notices and other communication promoting, advertising and /or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the contractor:

'If you need special assistance to participate in this _____ (meeting, workshop, etc.), call _____ or the TDD at _____. Please call 48 hours in advance to allow the _____ (Youth Center) to make reasonable arrangements to ensure accessibility to this _____ (meeting, workshop etc.) [28 CFR 35.102-35.104 American Disabilities Act Title II]

5. Contractor shall submit written publications to OCWIB for approval prior to distribution.

III. PROGRAM DESIGN

A. Outreach and Recruitment

1. Contractor shall submit an outreach and recruitment plan to OCWIB by May 15, 2009.
2. The outreach and recruitment plan shall identify specific organizations, including but not limited to community agencies, secondary and alternative schools, and post-secondary schools.
3. The outreach and recruitment plan shall include target groups, including, but not limited to younger youth, older youth, and special populations.
4. The outreach and recruitment plan shall include marketing methods.

B. Eligibility Determination

WIA is not an entitlement program, and selection for a participant's participation in the program is a decision based on an assessment of the participant's needs, interests, abilities, motivation, their prospects for successfully completing the program, and available funding levels. Contractor shall ensure that each participant meets the eligibility requirements as delineated in Exhibit A, General Program Requirements. Registration involves certifying and documenting the eligibility of the individuals to be served, in accordance with federal, State and local policies and procedures.

C. Objective Assessment [WIA § 129 (c)(1)(A) and 20 CFR 664-405(a)(2)]

1. The Objective Assessment shall include an evaluation of academic and employability skill levels, interests, values, aptitudes, abilities, and educational and employment history.
2. Contractor shall use approved instruments to assess basic skills, including Comprehensive Adult Student Assessment Instrument (CASAS), Test of Adult Basic Education (TABE), and the Adult Basic Learning Exam (ABLE).

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3. Contractor shall submit a listing of the assessment tools and instruments to OCWIB by May 15, 2009. The listing shall include the name of the tool and what the tool assesses.
- D. Individual Service Plan (ISP)
1. Contractor shall use the OCWIB approved ISP.
 2. Contractor shall work collaboratively with the participants to develop basic skills, educational, and career goals.
 3. The ISP shall record barriers, plan for education and career achievement, program services, literacy and numeracy gains, supportive services, On-The-Job Training (OJT)/Work Experience (WEX), and incentives.
 4. Each participant must have an ISP.
- E. Program Plan - Required Elements
1. Contractor shall submit their program plan to the OCWIB by May 15, 2009, that delineates how Contractor will provide access to WIA eligible participants with the following ten specific WIA program elements: [WIA 129; TEGL 59-00, 18-00 28-01; 20 CFR 664 et seq.]
 - a. Tutoring, study skills training, instruction, drop-out prevention, etc.
 - b. Alternative secondary school offerings
 - c. Summer employment activities
 - d. Work Experience
 - e. Occupational skills training
 - f. Leadership development activities
 - g. Supportive services
 - h. Adult mentoring
 - i. Follow-up services
 - j. Comprehensive guidance and counseling
 2. If Contractor serves ISY, Contractor shall submit to the OCWIB by May 15, 2009, additional program information for activities that are geared toward increasing youth's basic education, occupational, and work readiness skills.
 3. The program plan should identify how the elements:
 - a. Prepare the youth for post-secondary educational opportunities
 - b. Provide linkages between academic and occupational learning
 - c. Prepare the youth for employment
 - d. Connect youth with other organizations providing links to the job market
- F. Case Management
1. Contractor is responsible for training all case managers in Federal, State, and local laws, regulations and policies; WIA eligibility; program services; supportive services; incentives; ISP, case notes, and MIS.
 2. Contractor shall contact their participants at least one time per month and a service must be provided and documented in the case file. Contractor shall be responsible for tracking the participant's progress, assisting the participant in identifying and overcoming barriers, providing career and motivational counseling, acting as an advocate on behalf of the

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- participant and referring the participant to other resources that can meet the needs that are identified in the ISP.
- G. File Maintenance and Documentation: A case file shall be maintained for every registered participant. At a minimum, the case file will include information and documentation of each of the following:
1. Program eligibility/determination of need;
 2. WIA MIS forms, including source documents for validation;
 3. Initial and Comprehensive Assessments;
 4. ISP, including all updates of services provided and completed;
 5. Progress reports, time and attendance if receiving WIA and non-WIA funded training (including short-term pre-vocational training);
 6. Counseling notes printed from the computer
 7. All components of the data validation tool referenced in DOL TEGL 9-06, and any subsequent updates.
- H. Supportive Services Coordination:
 The Contractor shall coordinate and manage the provision of supportive services to WIA registrants in accordance with OCWIB Information Notice No. 04-OCWDA-15. Supportive services shall include, but are not limited to transportation, clothing, childcare and other costs that may be a barrier to an individual's job search, training or placement. Supportive services shall only be issued after a need has been identified and when no other funding is available to pay for such services. The Contractor is responsible for managing the provision of supportive services in as cost efficient manner as possible to ensure fair distribution and non-duplication of resources and services. Contractor shall develop an internal approval process and ensure compliance with OCWIB Information Notice No. 04-OCWDA-15, Supportive Service Policy and Procedures, and any subsequent updates.
- I. Incentives Policy
1. Contractor may implement an incentive plan for youth participants enrolled in WIA funded programs, in accordance with OCWIB Information Notice 05-OCWDA-03.
 2. Incentive details must be specified in the participant's WIA Incentive Log, including how much was expended, the funding source used and the participant's acknowledgement of receipt.
 3. All incentive payments must be relevant to the results of the objective assessment of each participant's Individual Service Plan (ISP).
 4. Participant records (ISP/case notes/Incentive Log) and financial records pertaining to incentive payments must be documented.
- J. Post Exit Follow-Up Services are required. In addition, follow-up contact is required for four (4) quarters after exit.

IV. PERFORMANCE

- A. Performance Measures: The Workforce Investment Act requires a comprehensive accountability system to determine the effectiveness of services

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provided through the One-Stop system. The Contractor agrees to meet or exceed required federal, state and local standards, measurements and outcomes included in this agreement. At a minimum, Contractor shall meet all performance outlined in Exhibit C. Contractor's performance statistics shall be evaluated and are expected to meet or exceed the performance targets on a quarterly basis.

1. Performance on new participant enrollments will be assessed by comparing the Contractor's planned versus actual year to date cumulative new numbers.
2. Performance on gaps in service delivery will be evaluated quarterly, and if warranted, exits will be processed.
3. Performance on required follow-up will be measured on a quarterly basis.
4. Performance on the mandated measures will be evaluated quarterly.
5. Refer to OCWIB policy and procedure 06-OCWDA-04 - MIS/JTA Procedures for Data Entry, Reporting and Timelines for WIA Programs.
6. Failure to submit timely information may result in penalties such as de-obligation of funds or revocation of the agreement with the County of Orange.

- B. Corrective Action Plans: Performing at or below the contract level on a quarterly basis on any individual performance measure will be subject to the following corrective action:
1. Intensive technical assistance and thorough assessment of the causes of the low performance.
 2. Development and implementation of appropriate Corrective Action Plan(s) to raise performance.
 3. Monitoring of subsequent performance to assess the impact of the corrective action plan(s).
 4. Contractor's performance trends and corrective action plans will be critical to decisions regarding contract renewal. Failure to achieve the goals set forth in the corrective action plan may result in penalties such as de-obligation of funds or revocation of the agreement with County of Orange. All corrective action plans will include a date for responding to observations, questions, concerns and findings.

V. ORGANIZATIONAL QUALIFICATIONS AND EXPERTISE

Contractor will submit their organizational chart and staffing plan, including job titles and job descriptions, to OCWIB by May15, 2009.

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STATEMENT OF WORK – SUMMER YOUTH EMPLOYMENT PROGRAM

CONTRACTOR: _____
AGREEMENT #: _____

I. SERVICES TO BE PROVIDED

If CONTRACTOR has agreed to provide employment and training services to In-School and Out-of School Youth as specified in Exhibit A-1 of the Agreement, CONTRACTOR shall provide said services in accordance with Paragraphs II, III, and IV below.

II. SERVICE DELIVERY

A. Contractor will serve Workforce Investment Act (WIA) eligible In-School and Out-of School Youth in _____ (cities).

B. Hours of Operation

1. Hours of operation shall be, at a minimum, from 8:00 am to 5:00 pm Monday through Friday. The OCWIB reserves the right to mandate hours of operation that will most effectively serve the needs of its participants. The Contractor must ensure that arrangements are made to keep service delivery available throughout the holiday seasons with limited closings for major holidays. To the extent possible, Contractor shall coordinate schedules and eliminate overtime hours.

2. Contractor shall adhere to the County of Orange Holiday Schedule.

C. Printed Material

Printed material and other information at the youth center must be provided, at minimum in English and Spanish.

D. Notice and Communication Requirements:

1. Where materials indicate that the contractor may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the contractor must be indicated. If the contractor does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative. [29CFR Part 37; WIAD01-21]

2. For information and services accessed electronically, Contractor shall establish a procedure which assures that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD07-06]]

3. Distributed publications, broadcasts, and other communications, which promote WIA programs or activities, must include the following tagline:

'This WIA 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'. [29 CFR Part 37; WSD07-06]

4. Contractor must provide reasonable accommodations to participants in need of special assistance to attend meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the contractor. Contractor must include the following tagline on all flyers, notices and other

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communication promoting, advertising and /or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the contractor:

'If you need special assistance to participate in this _____ (meeting, workshop, etc.), call _____ or the TDD at _____. Please call 48 hours in advance to allow the _____ (Youth Center) to make reasonable arrangements to ensure accessibility to this _____ (meeting, workshop etc.) [28 CFR 35.102-35.104 American Disabilities Act Title II]

III. PROGRAM DESIGN

- A. Recruitment – Worksites
1. Contractor shall recruit worksites for Work Experience opportunities.
 2. The worksites shall include non-profit, government, and public sector organizations and agencies.
 3. The worksites and work experience opportunities shall be linked to high-growth/high-wage industries and occupations in Orange County.
 4. Contractor shall develop work experiences that expose youth to opportunities in “green” educational and career pathways.
- B. Outreach and Recruitment – Youth
1. Contractor shall submit an outreach and recruitment plan to OCWIB by May 15, 2009.
 2. The outreach and recruitment plan shall identify specific organizations, including but not limited to community agencies, secondary and alternative schools, and post-secondary schools.
 3. The outreach and recruitment plan shall include target groups, including, but not limited to out-of-school youth and special populations.
 4. The outreach and recruitment plan shall include marketing methods.
- C. Eligibility Determination
- Contractor shall ensure that each participant meets the eligibility requirements as delineated in Exhibit A-1, General Program Requirements. Registration involves certifying and documenting the eligibility of the individuals to be served, in accordance with federal, State and local policies and procedures.
- D. Labor Market Information
- Contractor shall provide youth with Labor Market Information, including high-growth/high-wage industries and occupations in Orange County. Contractor shall also provide youth with information about non-traditional employment opportunities.
- E. Career Interest Assessment
- Contractor shall assess youth in their career interests in order to appropriately match the youth with a work experience opportunity.
- F. Assessment of Work Readiness Skills
1. Contractor shall use the OCWIB approved Pre- and Post-Assessment tool for Work Readiness Skills.
 2. Completed assessments shall be in each participant’s case file.

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- G. Individual Service Plan (ISP)
Contractor shall use the OCWIB approved ISP for SYEP.
- H. Work Experience
1. Contractor shall connect the youth's career interest with the worksite and work experience opportunity.
 2. Contractor shall monitor the youth's Work Experience progress through frequent communication with the youth and the worksite supervisor.
- I. Case Management
1. Contractor is responsible for training all case managers in Federal, State, and local laws, regulations and policies; WIA eligibility; program services; supportive services; ISP, case notes, and MIS.
 2. Contractor shall ensure that all case managers provide appropriate levels of service and
- J. File Maintenance and Documentation: A case file shall be maintained for every registered participant. At a minimum, the case file will include information and documentation of each of the following:
1. Program eligibility/determination of need;
 2. WIA MIS forms, including source documents for validation;
 3. Pre- and Post-Assessments for Work Readiness;
 4. ISP, including all updates of services provided and completed;
 5. Case notes printed from the computer when possible
- K. Supportive Services Coordination:
The Contractor shall coordinate and manage the provision of supportive services to WIA registrants in accordance with OCWIB Information Notice No. 04-OCWDA-15. Supportive services shall include, but are not limited to transportation, clothing, childcare and other costs that may be a barrier to completing Work Experience. Supportive services shall only be issued after a need has been identified and when no other funding is available to pay for such services. The Contractor is responsible for managing the provision of supportive services in as cost efficient manner as possible to ensure fair distribution and non-duplication of resources and services. Contractor shall develop an internal approval process and ensure compliance with OCWIB Information Notice No. 04-OCWDA-15, Supportive Service Policy and Procedures, and any subsequent updates.

IV. PERFORMANCE

- A. Contractor agrees to meet or exceed required federal, state and local standards, measurements and outcomes included in this agreement. At a minimum, Contractor shall meet all performance outlined in Exhibit C-1.
1. Performance on participant enrollments will be assessed by comparing the Contractor's planned versus actual enrollments.
 2. Performance on Work Readiness will be assessed through the OCWIB approved Pre- and Post-Assessment.
 3. Refer to OCWIB policy and procedure 06-OCWDA-04 - MIS/JTA Procedures for Data Entry, Reporting and Timelines for WIA Programs.

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4. Failure to submit timely information may result in penalties such as de-obligation of funds or revocation of the agreement with the County of Orange.
- B. Corrective Action Plans: Performing at or below the contract level on any individual performance measure will be subject to the following corrective action:
1. Intensive technical assistance and thorough assessment of the causes of the low performance.
 2. Development and implementation of appropriate Corrective Action Plan(s) to raise performance.
 3. Monitoring of subsequent performance to assess the impact of the corrective action plan(s).
 4. Contractor's performance trends and corrective action plans will be critical to decisions regarding contract renewal. Failure to achieve the goals set forth in the corrective action plan may result in penalties such as de-obligation of funds or revocation of the agreement with County of Orange. All corrective action plans will include a date for responding to observations, questions, concerns and findings.
- V. **ORGANIZATIONAL QUALIFICATIONS AND EXPERTISE**
Contractor will submit their organizational chart and staffing plan, including job titles and job descriptions, to OCWIB by May15, 2009.

EXHIBIT C
TO AGREEMENT FOR WIA YOUTH RECOVERY ACT
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PERFORMANCE MATRIX

CONTRACTOR: _____
AGREEMENT #: _____

If CONTRACTOR has agreed to provide employment and training services to *In-School or Out-of School Youth* as specified in Exhibits A and B of the Agreement, CONTRACTOR shall meet the following Performance Goals:

CUMULATIVE TOTALS

I. Region and ISY / OSY	4/1/09-6/30/09	7/1/09-9/30/09	10/1/09-12/31/09	1/1/10-3/31/10	4/1/10-6/30/10	TOTAL NEW ENR
TOTALS						

CUMULATIVE TOTALS

II. QUARTERLY EXIT PERFORMANCE INDICATORS	1st Qt 7/1-9/30	2nd Qt 10/1-12/31	3rd Qt 1/1-3/31	4th Qt 4/1-6/30	TOTAL EXITS
A. Total Exits					
B. Placement in Employment or Education					
C. Attainment of a Degree or Certificate					
D. Literacy and Numeracy Gains					

COMMON YOUTH MEASURES

Placement in Employment or Education – At least **69%** of all youth who are not in post-secondary education, employment, or the military at the date of participation: [# of participants who are in employment or the military or enrolled in post-secondary education and/or advanced training/occupational skills training in the 1st quarter after the exit quarter] divided by [# of participants who exit during the quarter] (**Exiters 10/1/08-9/30/09**)

Attainment of a Degree or Certificate – At least **49%** of all youth enrolled in education at the date of participation or at any point during the program: [# of participants who attain a diploma, GED or certificate by the end of the 3rd quarter after the exit quarter] divided by [# of participants who exit during the quarter] (**Exiters 10/1/08-9/30/09**)

Literacy and Numeracy Gains – At least **45%** of out-of-school youth who are basic skills deficient: [# of participants who increase one or more educational functioning levels] divided by [# of participants who have completed a year in the program (i.e., one year from the date of program participation) plus (+) the # of participants who exit before completing a year in the program] (**Exiters 7/1/09-6/30/10**)

EXHIBIT C-1
TO AGREEMENT FOR WIA YOUTH COST REIMBURSEMENT AGREEMENT
APRIL 1, 2009-JUNE 30, 2010

PERFORMANCE MATRIX – SUMMER YOUTH EMPLOYMENT PROGRAM

CONTRACTOR: _____
AGREEMENT #: _____

If CONTRACTOR has agreed to provide employment and training services to *In-School and Out-of School Youth* as specified in Exhibits A-1 and B-1 of the Agreement, CONTRACTOR shall meet the following Performance Goals:

CUMULATIVE TOTALS

Region and ISY/OSY	Enrollments for Period Ending 5/31/09	Enrollments for Period Ending 6/30/09	Enrollments for Period Ending 7/31/09	Enrollments for Period Ending 8/31/09	Enrollments for Period Ending 9/30/09
Total					

**EXHIBIT D
TO AGREEMENT FOR WIA YOUTH RECOVERY ACT
COST REIMBURSEMENT AGREEMENT
APRIL 1, 2009-JUNE 30, 2010**

PROGRAM BUDGET

CONTRACTOR: _____
AGREEMENT #: _____

If CONTRACTOR has agreed to provide employment and training services to *In-School or Out-of School Youth*) as specified in Exhibit A of the Agreement, CONTRACTOR shall adhere to the Program Budget and Quarterly Expenditure Plan herein:

PROGRAM COSTS	TOTAL
Salaries	
Benefits	
Operations	
Consultant/Subcontract	
Office Supplies	
Employer Reimbursement (OJT)	
Participant Wages	
Participant Benefits	
Participant Supportive Services	
Participant Incentives	
Equipment : \$5,000 or Over	
Equipment : Computer Related - up to \$4,999	
Equipment : Non Computer - up to \$4,999	
Indirect Administration (not to exceed 5% of total budget)	
TOTAL	

Note: If CONTRACTOR's expenditures fall below 20% of approved expenditures for any cumulative period, CONTRACT may be subject to de-obligation of funds.

EXHIBIT D
TO AGREEMENT FOR WIA YOUTH RECOVERY ACT
COST REIMBURSEMENT AGREEMENT
APRIL 1, 2009-JUNE 30, 2010

PROGRAM BUDGET DETAIL

CONTRACTOR: _____
AGREEMENT #: _____

PROGRAM COSTS	TOTAL
Salaries (list staff position and FTE)	
Benefits	
Operations	
<i>Facility Lease</i>	
<i>Electricity, copies, gas, mileage, postage, telephone, equipment lease, conferences, dsl</i>	
Consultant/Subcontract	
Office Supplies	
Employer Reimbursement (OJT)	
Participant Wages	
Participant Benefits	
Participant Supportive Services	
Participant Incentives	
Equipment : \$5,000 or Over	
Equipment : Computer Related - up to \$4,999	
Equipment : Non Computer - up to \$4,999	
Indirect Administration (not to exceed 5% of total budget)	
TOTAL	

Note: If CONTRACTOR's expenditures fall below 20% of approved expenditures for any cumulative period, CONTRACT may be subject to de-obligation of funds.

**EXHIBIT D-1
TO AGREEMENT FOR WIA YOUTH RECOVERY ACT
COST REIMBURSEMENT AGREEMENT
APRIL 1, 2009-JUNE 30, 2010**

PROGRAM BUDGET – SUMMER YOUTH EMPLOYMENT PROGRAM

CONTRACTOR: _____
AGREEMENT #: _____

If CONTRACTOR has agreed to provide employment and training services to *In-School or Out-of School Youth*) as specified in Exhibit A-1 of the Agreement, CONTRACTOR shall adhere to the Program Budget and Quarterly Expenditure Plan herein:

PROGRAM COSTS	TOTAL
Salaries	
Benefits	
Operations	
Consultant/Subcontract	
Office Supplies	
Participant Wages	
Participant Benefits	
Participant Supportive Services	
Participant Incentives	
Equipment : \$5,000 or Over	
Equipment : Computer Related - up to \$4,999	
Equipment : Non Computer - up to \$4,999	
Indirect Administration (not to exceed 5% of total budget)	
TOTAL	

Note: If CONTRACTOR's expenditures fall below 20% of approved expenditures for any cumulative period, CONTRACT may be subject to de-obligation of funds.

**EXHIBIT D-1
TO AGREEMENT FOR WIA YOUTH RECOVERY ACT
COST REIMBURSEMENT AGREEMENT
APRIL 1, 2009-JUNE 30, 2010**

PROGRAM BUDGET DETAIL - SUMMER YOUTH EMPLOYMENT PROGRAM

CONTRACTOR: _____
AGREEMENT #: _____

PROGRAM COSTS	TOTAL
Salaries (list staff position and FTE)	
Benefits	
Operations	
<i>Facility Lease</i>	
<i>Electricity, copies, gas, mileage, postage, telephone, equipment lease, conferences, dsl</i>	
Consultant/Subcontract	
Office Supplies	
Employer Reimbursement (OJT)	
Participant Wages	
Participant Benefits	
Participant Supportive Services	
Participant Incentives	
Equipment : \$5,000 or Over	
Equipment : Computer Related - up to \$4,999	
Equipment : Non Computer - up to \$4,999	
Indirect Administration (not to exceed 5% of total budget)	
TOTAL	

Note: If CONTRACTOR's expenditures fall below 20% of approved expenditures for any cumulative period, CONTRACT may be subject to de-obligation of funds.

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

Date Executed

Executed in the County of

Contractor or Grantee Recipient Signature and Title

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Name

Title

Authorized Signature

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

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

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

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

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

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

Grantee/Contractor Organization

Name

Title

Authorized Signature

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the 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

<p>1. Type of Federal Actions:</p> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>2. Status of Federal Actions:</p> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	<p>3. Report Type:</p> <ul style="list-style-type: none"> a. initial filing b. material change <p>For material change only: Year: _____ Quarter: _____</p> <p>Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity Prime Subawardee</p> <p style="text-align: right;">Tier _____ if known</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name/Description</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheets SF-LLL-A, if necessary)</p>	<p>10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____</p> <p style="padding-left: 40px;">Actual</p> <p style="padding-left: 40px;">Planned</p>	<p>13. Type of Payment (check all that apply)</p> <ul style="list-style-type: none"> a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify: _____ 	
<p>12. Form of Payment (check all that apply):</p> <ul style="list-style-type: none"> a. cash b. in-kind: specify: nature: _____ <p>_____</p> <p>_____</p> <p>value: _____</p>		
<p>14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:</p>		
<p>15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		

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 _____

**DISTRICT ATTORNEY
CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

A. In the case of an individual bidder/proposer, 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 bidder/proposer doing business 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 (If no individual owns an interest of 10 percent or more, indicate not applicable.):

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: _____

**DISTRICT ATTORNEY
CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS**

- 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 _____ 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 any contract issued pursuant to this Request for Proposal process 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 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

Name

Title

Authorized Signature

EDD INDEPENDENT CONTRACTOR 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 within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a Contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent Contractor 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/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

- First name, middle initial and last name
- Social Security Number
- Address
- Start and expiration dates of Contract
- Amount of Contract

N/A EXEMPT

First Name & Middle Initial	Last Name
Social Security No.	
Contract Number	\$ Dollar Value of Contract
Start Date	Expiration Date