

**AGREEMENT # XX-XX-XXXXXX  
BETWEEN**

**COUNTY OF ORANGE**

**AND**

**CONTRACTOR  
FOR**

**COMPREHENSIVE/SATELLITE ONE STOP CENTERS  
&  
BUSINESS SERVICES**

**CFDA:**

**17.235 Senior Community Service Employment Program  
17.258 WIA Adult Programs  
17.278 WIA Dislocated Worker Programs  
17.261 WIA Pilots, Demonstrations and Research  
17.277 WIA National Emergency Grants  
93.558 Temporary Assistance for Needy Families**

**Funding Agency:**

**Department of Labor  
Department of Labor  
Department of Labor  
Department of Labor  
Department of Labor  
Health & Human Services**



**MODEL CONTRACT**

Table of Contents..... 2  
 Recitals ..... 5

**TERMS AND CONDITIONS**

1. Coordination/Administration of Contract ..... 5  
 2. Purpose..... 5  
 3. Term of Contract ..... 6  
 4. Contingency of Funds ..... 6  
 5. Program Income..... 6  
 6. Fiscal Appropriations..... 6  
 7. Fiscal Accountability..... 6  
 8. No Supplantation of Funds..... 7  
 9. Amendments-Changes/Extra Work..... 7  
 10. Nondiscrimination and Compliance Provisions ..... 7  
 11. Participants ..... 8  
 12. Payments ..... 8  
 13. Pell Grants/HEA Title IV ..... 9  
 14. Performance Standards ..... 9  
 15. Plans and Procedures..... 9  
 16. Satisfactory Work ..... 10  
 17. Budget Schedule..... 10  
 18. Modification of Budget Schedule..... 10  
 19. Modification of Program Components and Service Levels ..... 10  
 20. Sweatfree Code of Conduct ..... 11  
 21. Access and Records ..... 11  
 22. Annual Audit ..... 12  
 23. Breach of Contract ..... 12  
 24. CONTRACTOR - Change in Ownership ..... 12  
 25. Conditions Affecting Work..... 12  
 26. Conflict of Interest – CONTRACTOR’S Personnel ..... 13  
 27. Conflict of Interest – COUNTY Personnel..... 13  
 28. Consulting Contract – Follow On Work ..... 13  
 29. Contingent Fees..... 13  
 30. CONTRACTOR Bankruptcy/Insolvency ..... 13  
 31. CONTRACTOR Personnel..... 13  
 32. CONTRACTOR’S Project Manager and Key Personnel..... 13  
 33. County of Orange Child Support Enforcement..... 14  
 34. Data – Title To..... 14  
 35. Intellectual Property ..... 14  
 36. Disputes – Contract..... 20  
 37. Complaint Handling Procedures ..... 20  
 38. Corporate Status ..... 20  
 39. EDD Independent CONTRACTOR Reporting Requirements ..... 20  
 40. Equipment ..... 21  
 41. Gratuities..... 22  
 42. Sectarian Activities ..... 22  
 43. Drug Free Workplace ..... 22  
 44. Debarment ..... 22

45. Lobbying..... 22  
 46. Fraud..... 22  
 47. Standards of Conduct ..... 22  
 48. News / Information Release ..... 23  
 49. Notices ..... 23  
 50. Literature / Publicity..... 24  
 51. Ownership of Documents ..... 24  
 52. Precedence ..... 24  
 53. COUNTY'S PROJECT MANAGER ..... 24  
 54. Reports/Meetings ..... 24  
 55. Termination Orderly ..... 24  
 56. Errors and Omissions..... 25

**OTHER TERMS AND CONDITIONS**

A. Governing Law and Venue..... 25  
 B. Entire Contract ..... 25  
 C. Amendments ..... 25  
 D. Assignment or Sub-Contracting ..... 25  
 E. Non-Discrimination ..... 26  
 F. Termination ..... 26  
 G. Consent to Breach Not Waiver ..... 26  
 H. Remedies Not Exclusive ..... 26  
 I. Independent CONTRACTOR..... 26  
 J. Insurance ..... 26  
 K. Changes..... 28  
 L. Change of Ownership ..... 28  
 M. Force Majeure ..... 29  
 N. Confidentiality..... 29  
 O. Compliance with Laws ..... 29  
 P. Waiver ..... 29  
 Q. Terms and Conditions ..... 30  
 R. Headings ..... 30  
 S. Severability..... 30  
 T. Calendar Days ..... 30  
 U. Attorney Fees..... 30  
 V. Interpretation ..... 30  
 W. Authority ..... 30  
 X. Employee Eligibility Verification ..... 30  
 Y. Indemnification ..... 31  
 Signature Page.....31

**EXHIBITS**

- Exhibit A – General Program Requirements
- Exhibit B – Statement of Work
- Exhibit C – Performance Standards
- Exhibit D – Budget
- Exhibit E – Drug Free Workplace Certificate

- Exhibit F – Debarment and Suspension Certificate
- Exhibit G – Certificate Regarding Lobbying
- Exhibit H – Disclosure Form to Report Lobbying
- Exhibit I – Child Support Enforcement Provision
- Exhibit J – EDD Independent Contractor Reporting Requirements
- Exhibit K – OC Community Resources Contract Reimbursement Policy
- Exhibit L – Authorized Signature Form

This Agreement #xx-xx-xxxxxx-xx, hereinafter referred to as "CONTRACT," is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "COUNTY," and \_\_\_\_\_ with a place of business at \_\_\_\_\_ hereinafter referred to as "CONTRACTOR," with COUNTY and CONTRACTOR sometimes referred to as "PARTY," or collectively as "PARTIES."

### RECITALS

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

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

**WHEREAS**, COUNTY, by Minute Order dated, \_\_\_\_\_, a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part hereof as if fully set forth, has appropriated a portion of grant funds in an amount not to exceed \_\_\_\_\_ dollars and \_\_\_\_\_ cents (\$000,000.00) to engage CONTRACTOR to carry out certain program services; and

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

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

### TERMS AND CONDITIONS

1. **Coordination/Administration of CONTRACT:** COUNTY's OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR"), and OC Community Services/Community Investment Division/Orange County Workforce Investment Board Executive Director or designee (hereinafter referred to as "COUNTY'S PROJECT MANAGER") shall assume responsibilities through coordinating the grant under the Act, its Regulations, and the One-Stop Service Delivery System Services provided by the COUNTY. The County's Contract Manager (hereinafter referred to as "CONTRACT MANAGER") shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.
2. **Purpose:** The purpose of the program funded by this CONTRACT is to provide workforce investment activities that increase employment, retention, earnings and occupations skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement and development activities, job matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange

County and the United States. CONTRACTOR shall ensure that the program funded hereby shall comply with this purpose.

3. **Term of Contract:** The effective term of this CONTRACT shall commence on \_\_\_\_\_ and terminate on \_\_\_\_\_ subject to the provisions of this CONTRACT; however, CONTRACTOR shall perform such duties extending beyond this term, including but not limited to obligations with respect to indemnification, audits, monitoring, reporting and accounting. CONTRACTOR and CONTRACT MANAGER may mutually agree in writing to extend the term of this CONTRACT up to and including a period of four (4) years, provided that COUNTY's maximum obligation stated in this CONTRACT does not increase as a result, and on the same terms and conditions upon mutual CONTRACT of the PARTIES in writing without further Board action, unless the COUNTY earlier terminates this CONTRACT pursuant to the provisions contained herein.
4. **Contingency of Funds:** CONTRACTOR acknowledges that the obligations of COUNTY under this CONTRACT are contingent upon the availability of federal and/or State funds as applicable and inclusion of sufficient funds for the services hereunder remains in effect or operation. In the event that such funding is terminated or reduced, CONTRACT MANAGER may immediately terminate this CONTRACT, reduce COUNTY's maximum obligation, or modify this CONTRACT, without penalty. The decision of CONTRACT MANAGER shall be binding on CONTRACTOR. CONTRACT MANAGER shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with DIRECTOR's or CONTRACT MANAGER's decision.
5. **Program Income:** COUNTY's maximum obligation herein shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this CONTRACT or the services provided by CONTRACTOR pursuant to this CONTRACT.
6. **Fiscal Appropriations:** This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved, the contract will be terminated, without penalty to the COUNTY.
7. **Fiscal Accountability:**
  - a. **Financial Management System:** CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:
    1. Information pertaining to tuition rates, payments, and educational assistance payments;
    2. Source documentation to support accounting records; and
    3. Proper charging of costs and cost allocation.
  - b. **CONTRACTOR's Record:** CONTRACTOR's records shall be sufficient to:
    1. Permit preparation of required reports;
    2. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
    3. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation.

4. Permit tracking and reporting of leveraging as required by SB734.
- c. **Costs Charged:** Cost shall be charged to this CONTRACT only in accordance with the following:
  1. The Act;
  2. 20 C.F.R. Part 667; and
  3. State implementing legislation

**8. No Supplantation of Funds:** CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this CONTRACT with any funds made available under this CONTRACT. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this CONTRACT, either directly or indirectly, as a contribution or compensation for the purposes of obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY program without prior written approval from CONTRACT MANAGER.

**9. Amendments – Changes/Extra Work:** The CONTRACTOR shall make no changes to this CONTRACT without the COUNTY'S written consent. In the event that there are new or unforeseen requirements, the COUNTY with the CONTRACTOR's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

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

**10. Nondiscrimination and Compliance Provisions:**

- a. CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions; the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Parts 33 and 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.
- b. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are

incorporated into this CONTRACT by reference and made a part hereof as if set forth in full.

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

## 11. Participants

- a. Benefits. Benefits shall be provided to participants in accordance with the standards and requirements set forth in the Act, including Section 181.
- b. Rights and Privileges. All participants enrolled in courses pursuant to the CONTRACT shall be entitled to all the rights and privileges to which other CONTRACTOR students are entitled, including, but not limited to, special instruction, use of facilities on CONTRACTOR's premises such as the libraries and learning centers, counseling, student body activities, and veterans' benefits. CONTRACTOR's representatives will provide academic counseling for participants and inform them of CONTRACTOR's services available to them.
- c. Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

12. **Payments:** CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before \_\_\_\_\_, and that any and all funds remaining as of \_\_\_\_\_, which have not been disbursed shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement as provided herein. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after \_\_\_\_\_. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after \_\_\_\_\_.

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



- a. Monthly Payments. Beginning, upon receipt and approval by OC Community Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this CONTRACT do not exceed \_\_\_\_\_ dollars (\$000,000.00).
  - b. COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.
  - c. Advance. Notwithstanding (b) above, upon written request and justification from CONTRACTOR, COUNTY may advance to CONTRACTOR a sum not to exceed one sixth (1/6) of COUNTY's maximum obligation hereunder. CONTRACT MANAGER shall reduce the amount of monthly payments in the seventh, eighth, ninth, tenth, and eleventh months by twenty percent (20%) of any advance payment, under (a) above, to recover any outstanding advance or part thereof. Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to CONTRACTOR which would result in less money remaining unpaid to CONTRACTOR than the total of advances made to CONTRACTOR.
  - d. Invoices. COUNTY will reimburse CONTRACTOR for eligible CONTRACT-related costs only. CONTRACTOR shall submit requests for reimbursement to COUNTY on a monthly basis beginning on \_\_\_\_\_, and must provide adequate documentation as required by COUNTY in accordance with the OC Community Resources Reimbursement Policy for documenting CONTRACTOR costs, incorporated herein by reference as Exhibit K. Failure to provide any of the required documentation will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to CONTRACTOR, until such documentation has been received and approved by COUNTY. Invoices are due on the 20<sup>th</sup> of each month, for prior month's expenses.
- 13. Pell Grants/HEA Title V:** If CONTRACTOR provides any services under this CONTRACT to applicants for or recipients of Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with COUNTY'S PROJECT MANAGER in coordinating these grants and awards with WIA funding in accordance with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform COUNTY'S PROJECT MANAGER in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIA participant under this CONTRACT.
- 14. Performance Standards:** CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Accountability System) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C". Should the Performance Requirements defined in the CONTRACT between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.
- 15. Plans and Procedures:** CONTRACTOR shall monitor its program for compliance with the provisions of this CONTRACT. CONTRACTOR shall also comply with all applicable parts of COUNTY's WIA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from COUNTY'S PROJECT MANAGER.

- 16. Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of COUNTY'S PROJECT MANAGER. COUNTY's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.
- 17. Budget Schedule**  
CONTRACTOR agrees that the expenditures of any and all funds under this Agreement Exhibit "D" and which by this reference is incorporated herein and made a part hereof as if fully set forth.
- 18. Modification of Budget Schedule**
- a. Upon written approval of CONTRACT MANAGER shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of CONTRACT MANAGER. A modification of the BUDGET SCHEDULE may include the addition of any new budget category. Approval of the Budget Modification by CONTRACT MANAGER includes approval of the new Budget Category. Budget modifications are limited to once each Quarter.
  - b. CONTRACTOR may submit a program or budget modification request in response to the modification of program components and/or service levels which significantly alter CONTRACTOR's Statement of Work. Without further Board action, DIRECTOR may execute amendments to this CONTRACT modifying CONTRACTOR's services in amounts that do not collectively increase or decrease by more than 10% the price of said services under this Agreement when originally executed. Modifications in excess of 10% of the original CONTRACT price, and modifications that materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of Supervisors.
- 19. Modification of Program Components and Service Levels**  
The parties hereto agree that those program components and service levels detailed in Exhibits "A", "B", "C", and "D" may be modified upon mutual written agreement of the DIRECTOR and CONTRACTOR so long as the total payments under this CONTRACT are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of California modify any program component and/or service level detailed in Exhibits "A", "B", "C", and/or "D" then the COUNTY shall have the right to unilaterally modify this CONTRACT to meet such requirements.
- a. DIRECTOR may at any time, by written change order to CONTRACTOR, make changes within the general scope of this CONTRACT, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Such change orders may be made when necessitated by changes in the Orange County One-Stop System operations or performance, the operations or performance of CONTRACTOR, or changes in applicable statutes, regulations or State of California or federal mandates or directives. CONTRACTOR and DIRECTOR shall make a good faith effort to reach agreement with respect to change orders, which affect the price of services under the CONTRACT. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to this CONTRACT. Notwithstanding the foregoing, the price of services under this CONTRACT shall not be increased except by written

modification of this CONTRACT indicating the new services and price of this CONTRACT if applicable. Until the parties reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this CONTRACT.

- b. CONTRACTOR may request changes in the scope of performance or services under this CONTRACT, by submitting a written request to DIRECTOR describing the request and its impact on the Statement of Work and Budget Schedule. DIRECTOR will review the request and respond in writing within ten (10) business days. DIRECTOR's decision whether to approve the request or request Board of Supervisors' approval shall be final. DIRECTOR may approve a request that meets all of the following criteria:
- (i) It does not materially change the terms of this Agreement, and
  - (ii) It is supported by adequate consideration to COUNTY. Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

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

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

**21. Access and Records:**

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

received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records and books of account are maintained.

- b. Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this CONTRACT shall be kept available at CONTRACTOR'S office or place of business for the duration of this CONTRACT and thereafter, as specified in 29 CFR 97.42 or 29 CFR 95.53, whichever is more restrictive. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this CONTRACT; or (2) costs and expenses of this CONTRACT to which COUNTY or any other governmental agency takes exception, shall be retained until final resolution or disposition of such appeals, litigation, claims, or exceptions.
  - c. Liability. CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this CONTRACT.
- 22. Annual Audit:** CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with the Act, 20 C.F.R. Section 667.200, and 29 CFR Parts 96 and 99. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.
- 23. Breach of Contract:** The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:
- a. Terminate the CONTRACT immediately, pursuant to Paragraph J herein;
  - b. Afford the CONTRACTOR written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;
  - c. Discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
  - d. Offset against any monies billed by the CONTRACTOR but yet unpaid by the COUNTY those monies disallowed pursuant to the above.
- 24. CONTRACTOR – Change in Ownership:** The CONTRACTOR agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this contract and complete it to the satisfaction of the COUNTY.
- 25. Conditions Affecting Work:** CONTRACTOR shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this CONTRACT; and to know the general conditions which can affect the work or the cost thereof. Any failure by the CONTRACTOR to do so will not relieve CONTRACTOR from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this

CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.

- 26. Conflict of Interest – CONTRACTOR’S Personnel:** The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the CONTRACTOR; the CONTRACTOR’s employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. The CONTRACTOR’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.
- 27. Conflict of Interest – COUNTY Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The CONTRACTOR shall not, during the period of this contract, employ any COUNTY employee for any purpose.
- 28. Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
- 29. Contingent Fees:** The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the CONTRACTOR or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.
- For breach or violation of this warranty, the COUNTY shall have the right to terminate this contract in accordance with the termination clause and at its sole discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the CONTRACTOR.
- 30. CONTRACTOR Bankruptcy/Insolvency:** If the CONTRACTOR should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the CONTRACTOR’S insolvency, the COUNTY may terminate this CONTRACT.
- 31. CONTRACTOR Personnel:** The CONTRACTOR warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT.
- 32. CONTRACTOR’S Project Manager and Key Personnel:** CONTRACTOR shall appoint a Manager to direct the CONTRACTOR’s efforts in fulfilling CONTRACTOR’s obligations under this CONTRACT. This Manager shall be subject to approval by the COUNTY and shall not be changed without the written consent of the COUNTY’S PROJECT MANAGER, which consent shall not be unreasonably withheld.

The CONTRACTOR’s Project Manager shall be assigned to this CONTRACT for the duration of this CONTRACT and shall pursue all work and services to meet the

CONTRACT timelines. Key personnel are those individuals who report directly to the CONTRACTOR's Project Manager.

COUNTY'S PROJECT MANAGER shall have the discretion to direct replacement or reassignment of any CONTRACTOR personnel during the term of this Agreement to ensure that all services and deliverables are provided in accordance with Exhibit B, Statement of Work.

- 33. County of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of CONTRACT but prior to official award of CONTRACT, the selected CONTRACTOR agrees to furnish to the CONTRACT MANAGER, the Purchasing Agent, or the agency/department deputy purchasing agent:
- a. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;
  - b. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
  - 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.

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

- 34. Data – Title To:** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the CONTRACTOR in the performance of this contract will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the CONTRACTOR after completion or termination of this contract without the express written consent of the COUNTY. All materials, documents, data or information, including copies, must be returned to the COUNTY at the end of this contract (or final renewal), as applicable.

**35. Intellectual Property:**

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

- b. Ownership.
1. Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT.
  2. For the purposes of this CONTRACT, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
    - (i) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research
  3. In the performance of this CONTRACT, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this CONTRACT. In addition, under this CONTRACT, CONTRACTOR may access and utilize certain of COUNTY's Intellectual Property in existence prior to the effective date of this CONTRACT. Except as otherwise set forth herein, CONTRACTOR shall not use any of COUNTY's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of COUNTY. Except as otherwise set forth herein, neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this CONTRACT, CONTRACTOR accesses any third-party Intellectual Property that is licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality

restrictions applicable to COUNTY in the third-party's license Contract.

4. CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against third parties with respect to the intellectual Property. If the CONTRACTOR enters into any contracts or subcontracts with other parties in order to perform this CONTRACT, CONTRACTOR shall require the terms of the contract(s) to include all Intellectual Property provisions of paragraphs thirty-six (36) (a) through thirty-six (36)(i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT or any subcontract.
  5. Pursuant to paragraph thirty-six (36) (b) (4) of the Intellectual Property Provisions of this CONTRACT, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of paragraph thirty-six (a) through thirty-six (i) of the Intellectual Property Provisions in all contracts and subcontracts it enters into with other parties does not apply to contracts or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.
  6. CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual Property rights and interests.
- c. Retained Rights/License Rights
1. Except for Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this CONTRACT. CONTRACTOR hereby grants to COUNTY, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this CONTRACT, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.
  2. Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this



CONTRACT, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any provisions of paragraphs thirty-six (a) through thirty-six (i) or result in a breach of any provisions of law relating to confidentiality.

d. Copyright.

1. CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph thirty-six (36)(b) (2) (i) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this CONTRACT shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this CONTRACT will be a "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into a contract with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written contract with any such person that (i) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT.
2. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this CONTRACT that include Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT may not be reproduced or disseminated without prior written permission from COUNTY.

e. Patent Rights.

With respect to inventions made by CONTRACTOR in the performance of this CONTRACT, which did not result from research and development specifically included in the CONTRACT's scope of work, CONTRACTOR hereby grants to COUNTY a license as described under paragraph thirty-six (36)(c) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the CONTRACT's scope of work, then CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY in securing United States and foreign patents with respect thereto.

- f. Third-Party Intellectual Property. Except as provided herein, CONTRACTOR agrees that its performance of this CONTRACT shall not be dependent upon or include any Intellectual Property of CONTRACTOR or third party without first: (i) obtaining COUNTY's prior written approval; and (ii) granting to or obtaining for COUNTY's, without additional compensation, a license, as described in paragraph thirty-six (36)(c), for any of CONTRACTOR's or third-party's Intellectual Property in existence prior to the effective date of this CONTRACT. If such a license upon these terms is unattainable, and COUNTY determines that the Intellectual Property should be included in or is required for CONTRACTOR's performance of this CONTRACT, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.

- g. Warranties.
1. CONTRACTOR represents and warrants that:
    - (i) CONTRACTOR has secured and will secure all rights and licenses necessary for its performance of this CONTRACT.
    - (ii) Neither CONTRACTOR's performance of this CONTRACT, nor the exercise by either Party of the rights granted in this CONTRACT, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by CONTRACTOR.
    - (iii) Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
    - (iv) CONTRACTOR has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
    - (v) CONTRACTOR has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this CONTRACT.
    - (vi) CONTRACTOR has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this CONTRACT for the acquisition, operation or maintenance of computer software in violation of copyright laws.
    - (vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this CONTRACT.
  2. COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.
- h. Intellectual Property Indemnity
1. CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, DIRECTOR, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating,

preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or contracts of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this CONTRACT. COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against COUNTY.

2. Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this CONTRACT become the subject of an Intellectual Property infringement claim CONTRACTOR will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual Property in accordance with this CONTRACT at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its own counsel (at CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR may obtain the right for COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this CONTRACT, without restriction or limitation of any other rights and remedies available at law or in equity.
3. CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs thirty-six (36)(a) through thirty-six (36)(i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

- i. **Survival.**  
The provisions set forth herein shall survive any termination or expiration of this CONTRACT or any CONTRACT schedule.

### **36. Disputes – Contract:**

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

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the CONTRACT MANAGER. If the COUNTY fails to render a decision within ninety (90) days after receipt of the CONTRACTOR's demand, it shall be deemed a final decision adverse to the CONTRACTOR's contentions. Nothing in this paragraph shall be construed as affecting the COUNTY's right to terminate the CONTRACT for Cause or Terminate for Convenience as stated in paragraph J herein.

- 37. Complaint Handling Procedures:** CONTRACTOR shall comply with grievance procedures, as defined by the program's funding stream. CONTRACTOR shall advise participants of their right to file complaints and of the procedures for resolution of complaints. CONTRACTOR shall follow the program's procedures for handling complaints which is available from the COUNTY'S PROJECT MANAGER for alleging a violation of regulations, grants or other agreements. Any decision of the COUNTY, the State or the federal government relating to the complaint shall be binding on CONTRACTOR.
- 38. Corporate Status:** All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to COUNTY'S PROJECT MANAGER.
- 39. 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 or with whom the COUNTY enters into a contract for \$600 or more within a single calendar year attached hereto as Exhibit "J" and incorporated herein by this reference. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent 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/txir.htm](http://www.edd.ca.gov/txir.htm).

- 40. Equipment:** All computer-related and electronic equipment purchased with funds provided under this CONTRACT or which are furnished to CONTRACTOR by COUNTY shall be considered Equipment. This includes, but not limited to laptops, desktop computers, iPads, cell phones, PDAs, cameras, and DVD players. Title to all items of Equipment purchased vests and will remain in COUNTY as such shall be designated by COUNTY'S PROJECT MANAGER. The use of such items of Equipment is limited to the performance of this CONTRACT. Upon the termination of this CONTRACT, CONTRACTOR shall immediately return any items of Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of COUNTY'S PROJECT MANAGER.

CONTRACTOR further agrees to the following:

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

41. **Gratuities:** The CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring on the open market any services which the CONTRACTOR agreed to supply shall be borne and paid for by the CONTRACTOR. The rights and remedies of the COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.
42. **Sectarian Activities:** CONTRACTOR certifies that this CONTRACT does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination.
43. **Drug Free Workplace:** CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit "E" and incorporated herein by this reference.
44. **Debarment:** CONTRACTOR shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit "F" and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in federal/State assistance programs in accordance with 29 C.F.R. Part 98.
45. **Lobbying:**
- a. CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit "G" and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to the COUNTY'S PROJECT MANAGER the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit "H" and incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this CONTRACT or funds to be received by CONTRACTOR pursuant to this CONTRACT.
  - b. CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
  - c. CONTRACTOR shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).
46. **Fraud:** CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this CONTRACT.
47. **Standards of Conduct:**
- a. **General Assurance.** Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct.  
  
This CONTRACT will be administered in an impartial manner, free from efforts to attain personal, financial or political gain. CONTRACTOR, its officers and

employees, in administering this CONTRACT, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

- b. Employment of Former State or COUNTY Employees. CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or COUNTY, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this CONTRACT, will not be assigned to any part or phase of the activities conducted pursuant to this CONTRACT for a period of not less than two years following the termination of such employment.
  - c. Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with CONTRACTOR.
  - d. Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this CONTRACT, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for CONTRACTOR to conduct business with a friend or associate of an executive or employee of CONTRACTOR or an elected official in the area or a staff person or consultant who is a member or officer of the Board of Directors or other official governing body of CONTRACTOR, a permanent record of the transaction will be retained.
  - e. Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR, elected official in the area, or any staff person or consultant who is a member or officer of the Board of Directors or other official governing body of CONTRACTOR will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY.
- 48. News/Information Release:** The CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this CONTRACT without first obtaining review and written approval of said news releases from the COUNTY through COUNTY'S PROJECT MANAGER.
- 49. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

For COUNTY:  
Attn:

For CONTRACTOR

County of Orange  
OC Community Resources  
1770 North Broadway  
Santa Ana, CA 92706

50. **Literature / Publicity:** Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this CONTRACT shall state that its program, wholly or in part, is funded through COUNTY, State and federal government funds; are supported by the County of Orange and the Orange County Workforce Investment Board and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."
51. **Ownership of Documents:** The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the CONTRACTOR without the express written consent of the COUNTY.
52. **Precedence:** The CONTRACT documents consist of this CONTRACT and its exhibits and attachments. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the recitals and articles of this CONTRACT, and then the exhibits and attachments.
53. **COUNTY'S PROJECT MANAGER:** The COUNTY shall appoint a PROJECT MANAGER to act as liaison between the COUNTY and the CONTRACTOR during the term of this contract. The COUNTY'S PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with the CONTRACTOR.
54. **Reports/Meetings:** The CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. The COUNTY'S PROJECT MANAGER and the CONTRACTOR's Project Manager will meet on reasonable notice to discuss the CONTRACTOR's performance and progress under this CONTRACT. If requested, the CONTRACTOR's Project Manager and other CONTRACT personnel shall attend all meetings. The CONTRACTOR shall provide such information that is requested by the COUNTY for the purpose of monitoring progress under this CONTRACT, as specified in Exhibit B.
55. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the CONTRACTOR shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the CONTRACTOR. Upon termination COUNTY agrees to pay the CONTRACTOR for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the



transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.

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

**General Terms and Conditions:**

- A. Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. Entire Contract:** This CONTRACT, including Exhibits A through L, which are attached hereto and incorporated herein by this reference, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the PARTIES with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by CONTRACT MANAGER.
- C. Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the PARTIES; no oral understanding or agreement not incorporated herein shall be binding on either of the PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the PARTIES. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express

written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

- E. Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- F. Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- G. Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- H. Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.
- I. Independent CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- J. Insurance:**

**Insurance Provisions**

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

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

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

### **Qualified Insurer**

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

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

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

<b>Coverage</b>	<b>Minimum Limits</b>
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

### **Required Coverage Forms**

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

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

### **Required Endorsements**

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insured.

- 2) A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

If CONTRACTOR'S Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of contract.

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

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

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

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

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

- K. Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.
- L. Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.

- M. Force Majeure:** CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and CONTRACTOR avails himself of any available remedies.
- N. Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents and employees.
- O. Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Paragraph "J" and "X" , CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

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

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

1. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, E.O. 11738, and Environmental Protection Agency regulations (40 CFR Part 15) in contracts in excess of \$100,000;
2. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 328 and 333).
3. All mandatory standards and policies relating to energy efficiency as particularized in the state Energy Conservation Plan (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be thereafter amended;
4. Compliance with the provisions of the Davis-Bacon Act for construction contracts in excess of \$2,000.
5. Compliance with the Copeland Anti-Kickback Act for construction and repair awards.

- P. Waiver of Jury Trial:** Each PARTY acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each PARTY, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any PARTY hereto against the other (and/or

against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and /or any other claim of injury or damage.

- Q. Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- R. Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- S. Severability:** If any term, covenant, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- T. Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- U. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- V. Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other PARTY hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.
- W. Authority:** The PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- X. Employee Eligibility Verification:** The CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in federal statutes and regulations. The CONTRACTOR shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any

alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

- Y. Mutual Indemnification:** CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT.
1. COUNTY agrees to indemnify and hold CONTRACTOR, and its elected and appointed officials, officers, employees, agents harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this CONTRACT.
  2. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

**\*CONTRACTOR**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

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

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

\*\*\*\*\*

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

By: \_\_\_\_\_  
**STEVE FRANKS**  
Orange County Community Resources  
Director

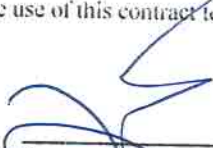
Dated: \_\_\_\_\_

APPROVAL AS TO FORM

This is to certify that the undersigned, Deputy County Counsel, has reviewed this contract template for:

FY 13-14 WIA Cost Reimburse-  
ment Agreements - Mutual Indemnification

and has approved it as to form. This approval is valid only in accordance with an action of the Board of Supervisors authorizing the use of this contract template.

  
Deputy County Counsel  
County of Orange



## GENERAL PROGRAM REQUIREMENTS

### 1. Project Summary:

- A. These General Program Requirements have been designed to provide the framework wherein the One-Stop Center(s) will provide or will coordinate the provision of services for the Orange County One-Stop System.
- B. Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of WIA, Orange County Workforce Investment Board (OCWIB) Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, Title V of the Older Americans Act, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement.
- C. Where local policy has not been set, Contractor agrees to adhere to state or federal policy, as appropriate.
- D. Governance References
  1. Workforce Investment Act
    - a. Workforce Investment Act of 1998
    - b. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. – Workforce Investment Act; Final Rules The Regulations define the One-Stop Delivery System as:

A system under which entities responsible for administering separate workforce investment, educational and other human resource programs and funding streams (referred to as One-Stop partners) collaborate to create a seamless system of service delivery that will enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance.

(20 CFR, PART 652, §662.100)
    - c. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIA
    - d. Actions, directives, and policy and procedures issued by the Orange County Workforce Investment Board or staff relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.

## 2. Orange County One-Stop System

Contractor agrees to partner and to provide access to services provided by the mandated WIA One Stop Partners as described in the Act as well as any additional partners identified by the OCWIB or the Orange County Board of Supervisors.

## 3. One-Stop Principles

Contractor agrees to integrate to the fullest extent possible, the following principles into the delivery of services:

- A. **Streamline services** through an integration of multiple programs, including Wagner-Peyser and WIA, at the service level through One-Stop service centers;
- B. **Empower individuals** with information and resources they need to manage their own careers;
- C. **Employer Services** that recognize business as a customer as well as a source for jobs leading to meaningful employment.
- D. **Universal access** for all job seekers to a core set of career decision-making and job search tools;
- E. **Increase accountability** of the delivery system to achieve improved results regarding skill gains, credentials earned, job placement rates, earnings and retention in employment;
- F. **State and local flexibility** to ensure that delivery systems are responsive to the needs of individual communities; and
- G. **Strong role for local boards** and the private sector to impact the design and operation of delivery systems.

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**STATEMENT OF WORK  
ONE STOP CENTER & SATELLITES  
(Program Year 2013-2014)**

**I. COORDINATION**

- A. General Overview
- B. Service Delivery Area
- C. One-Stop Operator Responsibilities with Partners

**II. SERVICE STANDARDS**

- A. Hours of Operation and Schedules
- B. General Staffing Requirements
- C. Workforce Professional Staffing Requirements
- D. Caseload Requirements
- E. Website
- F. Communication, Distributed Material, and Postings
- G. Internal Monitoring
- H. Documentation and File Maintenance
- I. Customer Service and Client Satisfaction
- J. Organizational Chart
- K. Telephone Directory
- L. Physical Floor Plan

**III. SERVICE DELIVERY**

- A. Target Population
- B. Participant Recruitment
- C. Universal Services
- D. Services for Enrolled Program Participants

**IV. SPECIAL PROGRAMS**

**V. BUSINESS SERVICES**

**VI. PERFORMANCE**

- A. Performance Measures
- B. MIS Submission/Reporting
- C. ITA Vouchers
- D. Follow-up
- E. Gaps in Service Delivery
- F. Corrective Action Plans
- G. Invoices

**VII. DELIVERABLES**

- A. Coordination
- B. Service Standards
- C. Service Delivery
- D. Special Programs
- E. Performance

**WIA PERFORMANCE  
FY2013-14**

CONTRACTOR has agreed to provide employment and training services to *WIA Adults, Dislocated Workers, and Special Programs* as specified in Exhibits A and B of this *Agreement*. CONTRACTOR shall submit the following deliverables on the specified due dates:

<b>I. COORDINATION</b>	
Operating Agreements with One-Stop Center Partners	30 days after the date change in service occurred
One copy of each Cost Sharing Agreement for Each Partner	September 30, 2013
Schedule of Partner Staff Training	July 31, 2013
Schedule of Quarterly Partnership Meetings	July 31, 2013
Schedule of Quarterly Manager's Stakeholder Meetings	July 31, 2013
One-Stop Center Activities Reports	10th day after the end of each month
One-Stop Tour Script	July 31, 2013
<b>II. SERVICE STANDARDS</b>	
Manager In Charge and Holiday Staffing Schedule	December 10, 2013
Proof of Workforce Certification	December 31, 2013
Summary of Findings and Corrective Action Plans for all Internal Monitoring	Monthly, within 7 days of completion
Three (3) Testimonials from Program Participants	Quarterly
Organizational Chart	July 31, 2013
Telephone Directory	July 31, 2013
Physical Floor Plan	July 31, 2013
<b>III. SERVICE DELIVERY</b>	
Recruitment Plan	August 30, 2013
Informational Workshop Curricula	July 31, 2013
Master Workshop and Events Calendar	Last day of the preceding month
Conference Room Schedules	Last day of the preceding month
Universal Services Monthly Reports	10th day after the end of each month
List of Comprehensive Assessment Tools	July 15, 2013
Customer Flow Chart	July 31, 2013
Internal Policies and Procedures	July 15, 2013
List of Scheduled Meetings with Business Services	July 31, 2013
<b>IV. SPECIAL PROGRAMS</b>	As specified by OCWIB and Special Program Policy
<b>V. BUSINESS SERVICES</b>	As specified by OCWIB Policy
<b>VI. PERFORMANCE</b>	
MIS Forms	As specified by OCWIB Policy
ITA Vouchers	As specified by OCWIB Policy
Follow Up Forms	As specified by OCWIB Policy
Supplemental Data, as applicable	As Specified in 'Base Wage' letters
Corrective Action Plans, as applicable	As directed by OCWIB Staff
Invoices	20 <sup>th</sup> of each month

**WIA PERFORMANCE**  
**Disadvantaged Adult Program, PY 2013-14**

NOTE: 4th quarter new enrollments not to exceed 10% of the annual plan

**Cumulative**

I. WIA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER		
	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
A. New Enrollments												
B. WIA Carryovers from PY 2012-13												
C. Total Enrollments (A+B=C)	0	0	0	0	0	0	0	0	0	0	0	0

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
A. WIA Registered Core Enrollments	0	0	0	0	0	0	0	0	0	0	0	0
B. WIA Intensive Enrollments	0	0	0	0	0	0	0	0	0	0	0	0
C. WIA Training Enrollments	0	0	0	0	0	0	0	0	0	0	0	0

III. QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
A. Total Exits	0	0	0	0	0	0	0	0	0	0	0	0
A. 1. Exits of Carryovers from PY 2012-13			0			0			0			0
A. 2. Exits of New Enrollments of PY 2012-13	0	0	0									0
B. Entry into Unsubsidized Employment <sup>1</sup> B=(A)*(.755) Q1 after exit	0	0	0	0	0	0	0	0	0	0	0	0
C. Retention in Unsubsidized Employment at six months <sup>2</sup> C=B*(.815) Q2 and Q3 after exit	0	0	0	0	0	0	0	0	0	0	0	0
D. Average Earnings in six months <sup>3</sup> (\$15,000)	<b>\$15,000</b>											

1 The Performance Standard for this measure is 75.5% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 81.5% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is \$15,000 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

<b>IV. PERFORMANCE MEASURES</b>	
<b>Disadvantaged Adult Program</b>	
Entered Employment	75.5%
Retention	81.5%
Average Earnings	\$15,000

<b>V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION</b>	
<b>Reporting Item</b>	<b>Time Period (Exit Cohort) to be Reported</b>
Total Participants	07/01/13 to 06/30/14
<b>Adult Performance Measures</b>	
Entered Employment Rate	10/01/12 to 09/30/13
Employment Retention Rate	04/01/12 to 03/31/13
Average Earnings	04/01/12 to 03/31/13

**WIA PERFORMANCE  
Dislocated Worker Program, PY 2013-14**

NOTE: 4th quarter new enrollments not to exceed 10% of the annual plan

**Cumulative**

I. WIA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER		
	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
A. New Enrollments												
B. WIA Carryovers from PY 2012-13												
C. Total Enrollments (A+B=C)	0	0	0	0	0	0	0	0	0	0	0	0

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
A. WIA Registered Core Enrollments	0	0	0	0	0	0	0	0	0	0	0	0
B. WIA Intensive Enrollments	0	0	0	0	0	0	0	0	0	0	0	0
C. WIA Training Enrollments	0	0	0	0	0	0	0	0	0	0	0	0

III. QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
A. Total Exits	0	0	0	0	0	0	0	0	0	0	0	0
A. 1. Exits of Carryovers from PY 2012-13			0			0			0			0
A. 2. Exits of New Enrollments of PY 2012-13	0	0	0									0
B. Entry into Unsubsidized Employment <sup>1</sup> B=(A)*(.79) Q1 after exit	0	0	0	0	0	0	0	0	0	0	0	0
C. Retention in Unsubsidized Employment at six months <sup>2</sup> C=B*(.835) Q2 and Q3 after exit	0	0	0	0	0	0	0	0	0	0	0	0
D. Average Earnings in six months <sup>3</sup> (\$16,700)	<b>\$16,700</b>											

1 The Performance Standard for this measure is 79% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 83.5% of the participants who were placed must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is \$16,700 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

<b>IV. PERFORMANCE MEASURES</b>	
<b>Dislocated Worker Program</b>	
Entered Employment	79.0%
Retention	83.5%
Average Earnings	\$16,700

<b>V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION</b>	
<b>Reporting Item</b>	<b>Time Period (Exit Cohort) to be Reported</b>
Total Participants	07/01/13 to 06/30/14
<b>Dislocated Worker Performance Measures</b>	
Entered Employment Rate	10/01/12 to 09/30/13
Employment Retention Rate	04/01/12 to 03/31/13
Average Earnings	04/01/12 to 03/31/13



**Description of Adult Common Measures  
(TEGL 17-05)**

**Entered Employment**

*Of those who are not employed  
at date of participation:*

**# of participants who are employed  
in the first quarter after the exit quarter**

**DIVIDED BY**

**# of participants who exit during the quarter**

**Employment Retention**

*Of those who are employed in the  
first quarter after the exit quarter:*

**# of participants who are employed in  
both the second and the third quarters  
after the exit quarter**

**DIVIDED BY**

**# of participants who exit during the quarter**

**Average Earnings**

*Of those who are employed in the  
first, second, and third quarters after the exit quarter:*

**Total earnings in the second quarter after the exit quarter**

**PLUS**

**Total earnings in the third quarter after the exit quarter**

**DIVIDED BY**

**# of participants who exit during the quarter**

<b>REGULAR SCSEP PERFORMANCE MEASURES/GOALS</b>		
<b>MEASURE</b>	<b>DESCRIPTION</b>	<b>PERFORMANCE GOALS</b>
Modified Positions	Total number of modified positions	
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions	
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	
Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	
Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	
Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided by the number of participants who are active on the last day of the reporting period or who exited during the reporting period	

<b>ADDITIONAL PERFORMANCE MEASURES/GOALS</b>		
<b>MEASURE</b>	<b>DESCRIPTION</b>	<b>PERFORMANCE GOALS</b>
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies  ACSI (American Customer Satisfaction Index)	As prescribed by the state

	First Quarter			Second Quarter			Third Quarter			Fourth Quarter			2013-14
	July	August	September	October	November	December	January	February	March	April	May	June	
1a. Level 1 Core Business Services													
1b. Level 2 Intensive Business Services													
1c. Level 3 Customized Services													
2. Rapid Response Participation Ratio													
3. Rapid Response Related Training													
4. Job Order Acquired from Employers													
a. Clients matched to Job Order													
b. Assistance to Qualified Candidates													
5. On the Job Training/Customized Training													
6. On-Site Recruitment Events													
a. Irvine One-Stop													
b. Westminster One-Stop													
C. Buena Park Satellite													
7. Job Fairs													
a. Employers Recruited to Participate in Job Fairs													
8. Grant Participation by Employers*													
9a. On the Job Training SSA													
9b. WEX SSA													

**Budget**  
**WIA SERVICES**  
**FY 13-14**

Attachment 2  
 Agreement # \_\_\_\_\_  
 Exhibit D

	PROGRAM NAME:	Budget				
		Core Self	Core Registered	Intensive	Training	Total
	Allocation Percentage					0%
<b>PROGRAM</b>	<b>Operations Activities:</b>					
	Salaries					\$0.00
	Benefits					\$0.00
	Monthly Rent					\$0.00
	Lease Termination					\$0.00
	Transition					\$0.00
	Maintenance					\$0.00
	Utilities					\$0.00
	Insurance					\$0.00
	IT Services					\$0.00
	Telephone					\$0.00
	Publishing/Marketing Materials/Printing					\$0.00
	Meetings/Conferences					\$0.00
	Job Fairs					\$0.00
	Professional Memberships					\$0.00
	Subscriptions					\$0.00
	Equipment					\$0.00
	Office Supplies					\$0.00
	Postage					\$0.00
	Travel/Mileage					\$0.00
Profit					\$0.00	
Other					\$0.00	
	<i>Operations Related Activities Subtotal</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Training Activities:</b>					
	Employer Reimbursement-OJT/CT					\$0.00
	Other:					\$0.00
	<i>Training Subtotal</i>				\$0.00	\$0.00
	<b>Direct Client Related Services:</b>					
	Participant Supportive Services					\$0.00
	Participant Wages and Benefits (WEX)					\$0.00
	<i>Direct Client Related Services Subtotal</i>			\$0.00	\$0.00	\$0.00
	<b>Program Subtotal</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>ADMINISTRATION</b>	<b>Administration:</b>					
	Salaries					\$0.00
	Benefits					\$0.00
	Profit					\$0.00
	Other					\$0.00
		<b>Administration Subtotal</b>	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Grand Total</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



WIA PY 13-14 EXPENDITURE PLAN

PROGRAM NAME:		FIRST QUARTER				SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			TOTAL
Allocation Percentage		0%													
		Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	
<b>PROGRAM</b>	<b>Operations Activities:</b>														
	Salaries														\$0.00
	Benefits														\$0.00
	Monthly Rent														\$0.00
	Lease Termination														\$0.00
	Transition														\$0.00
	Maintenance														\$0.00
	Utilities														\$0.00
	Insurance														\$0.00
	IT Services														\$0.00
	Telephone														\$0.00
	Publishing/Marketing Materials/Printing														\$0.00
	Meetings/Conferences														\$0.00
	Job Fairs														\$0.00
	Professional Memberships														\$0.00
	Subscriptions														\$0.00
	Equipment														\$0.00
	Office Supplies														\$0.00
	Postage														\$0.00
	Travel/Mileage														\$0.00
Profit														\$0.00	
Other														\$0.00	
	<i>Operations Related Activities Subtotal:</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Training Activities:</b>														
	Employer Reimbursement-OJT/CT														\$0.00
	Other:														\$0.00
	<i>Training Subtotal:</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Direct Client Related Services:</b>														
	Participant Supportive Services														\$0.00
	Participant Wages and Benefits (WEX)														\$0.00
	<i>Direct Client Related Services Subtotal:</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Program Subtotal:</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>ADMINISTRATION</b>	<b>Administration:</b>														
	Salaries														\$0.00
	Benefits														\$0.00
	Profit														\$0.00
	Other														\$0.00
	<b>Administration Subtotal</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Grand Total</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00



**Exhibit E  
DRUG FREE WORKPLACE CERTIFICATION**

**Company/Organization Name:**

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

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

**CERTIFICATION**

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

\_\_\_\_\_  
Official's Name

\_\_\_\_\_  
Date Executed Executed in the County of Orange

\_\_\_\_\_  
Contractor or Grantee Recipient Signature and Title



**Exhibit F**  
**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.

**Exhibit G**  
**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.

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Grantee/Contractor Organization

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Name

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Title

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Authorized Signature

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

**Exhibit H**  
**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"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p>2. Status of Federal Actions:</p> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>	<p>3. Report Type:</p> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p>For material change only: Year: _____ Quarter: _____ Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity Prime Subawardee</p> <p>Tier _____ if known</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name/Description</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheets SF-LLL-A, if necessary)</p>	<p>10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$      Actual                  Planned</p>	<p>13. Type of Payment (check all that apply)</p> <ul style="list-style-type: none"> <li>a. retainer</li> <li>b. one-time free</li> <li>c. commission</li> <li>d. contingent fee</li> <li>e. deferred</li> <li>f. other specify: _____</li> </ul>	
<p>12. Form of Payment (check all that apply):</p> <ul style="list-style-type: none"> <li>a. cash</li> <li>b. in-kind: specify: nature: _____ value: _____</li> </ul>		
<p>14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:</p>		
<p>15. Continuation sheet(s) SF-LLL-A attached:      <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p>16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMS - 0348-0046

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

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

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

**Exhibit I**  
**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



**Exhibit J**  
**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](http://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

ORANGE COUNTY  
 **Community Resources**  
*Our Community. Our Commitment.*

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

Effective: July 1, 2010  
Revised: April 13, 2012

---

**PURPOSE:**

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

**EFFECTIVE DATE:**

**July 1, 2010**

**REVISION DATE:**

**April 13, 2012**

**REFERENCES:**

Executed Board of Supervisors approved contract  
Budget included in contract or presented as an exhibit  
OMB Circular A-21 Cost Principles for Educational Institutions  
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments  
OMB Circular A-122 Cost Principles for Non-Profit Organizations  
48 CFR Part 31 Contract Cost Principles and Procedures  
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For Housing & Community Development and Homeless Prevention Contracts only.

**BACKGROUND:**

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

**ATTACHMENTS:**

Reimbursement Policy Status Form (RPS-1)

**POLICY:**

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

Cost incurred by contractor must be substantiated and incurred during the contract period.

Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable OMB Circular or CFR. All supporting documentation for

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

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

## **PROCEDURES:**

### **Abbreviated Documentation Requirements**

Compile and submit:

1. Supporting documentation includes, but is not limited to:
  - a. General ledger/expense transaction report
  - b. Payroll register or labor distribution report
  - c. Payroll allocation plan
  - d. Personnel Documentation
  - e. Benefit plan and calculation of benefit
  - f. Employer-employee contract for non-customary benefits (if applicable)
  - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
  - a. Cost allocation plan for rent, utilities, etc.
  - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
 

***"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"***
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security numbers from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
 

OC Community Resources Accounting  
1300 S. Grand, Building B, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705

### **Comprehensive Documentation Requirements**

In addition to abbreviated documentation, compile and submit:

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

## **ACTION:**

**Distribute this policy to all appropriate staff**

## **INQUIRIES:**

Inquiries may be directed to the following:

- Win Swe: 714-480-6532 or [win.swe@occr.ocgov.com](mailto:win.swe@occr.ocgov.com)
- Cathy Tran: 714-480-6531 or [cathy.tran@occr.ocgov.com](mailto:cathy.tran@occr.ocgov.com)



## Orange County Workforce Investment Board

### Authorized Signature Form

**Contractor:** \_\_\_\_\_

The documents identified below require authorized signatures for execution, processing and payment. Complete this form, entering the names and signatures of persons authorized to sign the documents. Please note that only ONE signature is required for document 2, 3, and 4.

**Notification of any changes in authorized signatures is the responsibility of the Contractor.** Changes without prior notification by the vendor may cause delay in processing agreements or payments.

	Document	Print/Type Name	Signature
1.	<b>Contracts and Amendments over 10%</b> (2 signatures are required if corporation)		

	Document	Print/Type Name	Signature
2.	<b>Amendments</b> (within the 10% Provision)		

	Document	Print/Type Name	Signature
3.	<b>Budget Line Item Modifications</b> (without total funding increase or decrease)		

	Document	Print/Type Name	Signature
4..	<b>Invoices</b>		

**NOTE:** Authorized signatures for corporations: Require 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 contact.