



CONTRACT No. 19-28-0064-SP

FOR THE PROVISION OF

SPECIAL PROGRAMS

SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

BETWEEN

COUNTY OF ORANGE

AND

WORKING WARDROBES FOR A NEW START

CFDA#	FAIN#	PROGRAM/SERVICE TITLE	FUNDING AGENCY
17.235	Pending	Senior Community Services Employment Program	Dept. of Labor

Table of Contents

RECITALS 6

General Terms and Conditions: 8

 A. Governing Law and Venue: 8

 B. Entire Contract: 8

 C. Amendments: 8

 D. Intentionally left blank 8

 E. Delivery: 8

 F. Acceptance Payment: 8

 G. Intentionally left blank 8

 H. Patent/Copyright Materials/Proprietary Infringement: 8

 I. Assignment: 9

 J. Non-Discrimination: 9

 K. Termination: 9

 L. Consent to Breach Not Waiver: 9

 M. Independent Subrecipient: 9

 N. Performance Warranty: 9

 O. Insurance Requirements: 10

 P. Changes: 13

 Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interest: 13

 R. Force Majeure: 14

 S. Confidentiality: 14

 T. Compliance with Laws: 14

 U. Intentionally left blank 14

 V. Severability: 14

 W. Attorney Fees: 14

 X. Interpretation: 14

 Y. Employee Eligibility Verification: 15

 Z. Indemnification: 15

 AA. Audits/Inspections: 15

 BB. Contingency of Funds: 16

 CC. Expenditure Limit: 16

Additional Terms and Conditions: 17

 1. Scope of Contract: 17

 2. Term of Contract: 17

3. Renewal:..... 17

4. Contingency of Funds: 17

5. Maximum Obligation:..... 17

6. Amendments - Changes/Extra Work: 17

7. Cooperative Agreement: 18

8. Breach of Contract: 18

9. Conditions Affecting Work:..... 18

10. Civil Rights: 19

11. Conflict of Interest – Subrecipient’s Personnel: 19

12. Conflict of Interest – County Personnel:..... 19

13. Consulting Contract – Follow-On Work:..... 19

14. Project Manager, County: 19

15. Subrecipient’s Project Manager and Key Personnel:..... 20

16. Subrecipient Personnel – Reference Checks:..... 20

17. County of Orange Child Support Enforcement: 20

18. Data – Title To: 20

19. Licenses:..... 20

20. Disputes – Contract: 21

21. EDD Independent Subrecipient Reporting Requirements: 21

22. Emergency/Declared Disaster Requirements: 22

23. Errors and Omissions: 22

24. Non-Supplantation of Funds: 22

25. Satisfactory Work: 23

26. Access and Records: 23

27. Signature in Counterparts: 24

28. Reports/Meetings: 24

29. Subcontracting: 24

30. Equal Employment Opportunity: 24

31. Gratuities:..... 25

32. News/Information Release:..... 25

33. Notices: 25

34. Ownership of Documents: 26

35. Precedence: 26

36. Termination – Orderly: 26

37. County Branding Requirements:..... 26

Program Specific Terms and Conditions:..... 28

38. Debarment:..... 28

39. Anti-Lobbying:..... 28

40. Fraud: 28

41. Fiscal Appropriations:..... 28

42. Fiscal Accountability: 28

43. Indirect Costs: 29

44. Dissolution of Entity: 29

45. Performance Standards: 29

46. Payments: 31

47. Modification of Budget Schedule: 31

48. Annual Audit:..... 31

50. Budget Schedule: 34

51. Non-Discrimination and Compliance Provisions: 34

52. Publication: 36

53. Drug Free Workplace:..... 36

54. D-U-N-S Number and Related Information: 36

55. Program Income:..... 36

56. Modification of Program Components and Service Levels:..... 37

57. Intellectual Property:..... 38

58. Complaint Handling Procedures: 43

59. Sectarian Activities: 43

60. Standards of Conduct:..... 43

61. Literature/Publicity: 44

62. S.W.A.G:..... 44

63. Participants:..... 45

64. Pell Grants/HEA Title IV:..... 45

65. Policies and Procedures: 45

66. Sweat-free Code of Conduct:..... 45

67. Corporate Status:..... 46

68. Equipment: 46

69. Other Requirements – Program Confidentiality: 47

70. Compliance with Law – Contract: 48

Signature Page 49

ATTACHMENTS

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

EXHIBITS

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

Contract No. 19-28-0064-SP
with
Working Wardrobes for a New Start
for
Senior Community Service Employment Program (SCSEP)

This Contract No. 19-28-0064-SP for Special Programs (hereinafter referred to as “Contract”) is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as “County” and Working Wardrobes for a New Start , D-U-N-S No. 041192241, a California non-profit corporation, with a place of business at 1851 Kettering Street, Irvine, CA 92614-5617 (hereinafter referred to as “Subrecipient”), with a County and Subrecipient sometimes referred to as “Party” or collectively as “Parties”.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments and Exhibits, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Services
- Attachment B – Payment/Compensation
- Attachment C – Budget Schedule
- Attachment D – Staffing Plan
- Attachment E - Performance Standards
- Exhibit 1 – Drug Free Workplace Certification
- Exhibit 2 – Debarment and Suspension Certificate
- Exhibit 3 – Certification Regarding Lobbying
- Exhibit 4 – Disclosure Form to Report Lobbying
- Exhibit 5 – OC Community Resources Contract Reimbursement Policy

RECITALS

WHEREAS, Subrecipient and County are entering into this Contract for Special Programs – Senior Community Service Employment Program (SCSEP) under a cost reimbursement Contract; and

WHEREAS, County solicited Contract for FY 2018-19 Special Programs as set forth herein, and Subrecipient represented that it is qualified to provide Senior Community Service Employment Program (SCSEP) services to the County as further set forth herein; and

WHEREAS, Subrecipient agrees to provide Senior Community Service Employment Program (SCSEP) to the County as further set forth in the Scope of Services, attached hereto as Attachment A; and

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

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

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

WHEREAS, Subrecipient agrees to meet the Performance Standards requirements set forth in attached hereto as Attachment E; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Senior Community Service Employment Program (SCSEP) with the Subrecipient to carry out certain program services and activities for the Fiscal Year FY 2019-2020.

NOW, THEREFORE, the Parties mutually agree as follows:

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

ARTICLES

General Terms and Conditions:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Contract Administrator.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Intentionally left blank**
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Subrecipient's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Intentionally left blank**
- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Subrecipient shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Subrecipient warrants that any software as modified through services provided hereunder will not infringe upon or violate any

patent, proprietary right, or trade secret right of any third party. Subrecipient agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Subrecipient without the express written consent of County. Any attempt by Subrecipient to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. Non-Discrimination:** In the performance of this Contract, Subrecipient agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Subrecipient acknowledges that a violation of this provision shall subject Subrecipient to penalties pursuant to Section 1741 of the California Labor Code.
- K. Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Subrecipient. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. Independent Subrecipient:** Subrecipient shall be considered an independent contractor and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. Performance Warranty:** Subrecipient shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Subrecipient shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Subrecipient under this Contract. Subrecipient shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity,

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

O. Insurance Requirements:

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

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

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

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

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

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

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

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

Required Coverage Forms

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

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

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange its elected and appointed officials, officers, agents and employees*** as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN Contract***.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Subrecipient's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

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

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

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

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

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

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

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

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

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

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

P. Changes: Subrecipient shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interest: Subrecipient agrees that if there is a change or transfer in ownership of Subrecipient's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other instruments of transfer to assume Subrecipient's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

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

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

- R. Force Majeure:** Subrecipient shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Subrecipient gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Subrecipient avails himself of any available remedies.
- S. Confidentiality:** Subrecipient agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Subrecipient and Subrecipient's staff, agents and employees.
- T. Compliance with Laws:** Subrecipient represents and warrants that services to be provided under this Contract shall fully comply, at Subrecipient's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Subrecipient acknowledges that County is relying on Subrecipient to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Subrecipient agrees that it shall defend, indemnify and hold County and County indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. Intentionally left blank**
- V. Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and

given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

- Y. Employee Eligibility Verification:** The Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Subrecipient shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Subrecipient shall retain all such documentation for all covered employees for the period prescribed by the law. The Subrecipient shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Subrecipient or the County or County Indemnitees, any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.
- Z. Indemnification:** Subrecipient agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Subrecipient pursuant to this Contract. If judgment is entered against Subrecipient and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Subrecipient and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. Audits/Inspections:** Subrecipient agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Subrecipient for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Subrecipient agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Subrecipient agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Subrecipient agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Subrecipient cease to exist as a legal entity, the Subrecipient's records pertaining to this Contract shall be forwarded to the County's Project Manager.

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

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

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

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

This Contract specifies the contractual terms and conditions by which the County will procure Senior Community Service Employment Program (SCSEP) services from Subrecipient as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A."

2. Term of Contract:

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

3. Renewal:

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

4. Contingency of Funds:

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

5. Maximum Obligation:

The total Maximum Obligation of County to the Subrecipient for the cost of services provided in accordance with this Contract is \$767,085, with individual Maximum Obligation budgets for each Fiscal Year as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment "C".

6. Amendments - Changes/Extra Work:

The Subrecipient shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Subrecipient's concurrence, to make changes at any time without changing the scope or price of the Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Subrecipient's ability to deliver services, or the project schedule, the Subrecipient will give County written notice no later ten (10) days from the date the law or regulation went into effect or the date the change was proposed and Subrecipient was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-assigned Contract Administrator, shall require the mutual consent of all Parties, and may be subject to approval by the County Board of supervisors. Nothing herein shall prohibit the Subrecipient from proceeding with the work as originally set forth or as previously amended in this Contract.

7. Cooperative Agreement:

The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Subrecipient shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract, a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Subrecipient is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Subrecipient shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

8. Breach of Contract:

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

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

Offset against any monies billed by the Subrecipient but yet unpaid by the County those monies disallowed pursuant to the above.

9. Conditions Affecting Work:

The Subrecipient shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this Contract; and to know the general conditions which can affect the work or the cost thereof. Any failure by the Subrecipient to do so will not relieve Subrecipient from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

10. Civil Rights:

Subrecipient attests that services provided shall be in accordance with Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the basis of either citizenship status or participation in any WIOA Title I – financially assisted program or activity; the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended; which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975 as amended; which prohibits discrimination on the basis of age; Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; Title II of the Americans with Disabilities Act of 1990, and other applicable State and Federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability. The subrecipient also assures that, as a subrecipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the subrecipient’s operation of the WIOA Title I-financially assisted program or activity, and to all agreements the subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

11. Conflict of Interest – Subrecipient’s Personnel:

The Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Subrecipient; the Subrecipient’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Subrecipient’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

12. Conflict of Interest – County Personnel:

The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Subrecipient shall not, during the period of this Contract, employ any County employee for any purpose.

13. Consulting Contract – Follow-On Work:

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

14. Project Manager, County:

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

15. Subrecipient's Project Manager and Key Personnel:

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

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

16. Subrecipient Personnel – Reference Checks:

The Subrecipient warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Subrecipient's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

17. County of Orange Child Support Enforcement:

Subrecipient certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

18. Data – Title To:

All materials, documents, data or information obtained from the County data files or any County medium furnished to the Subrecipient in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Subrecipient after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

19. Licenses:

At its own expense, Subrecipient and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Subrecipient and his subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as

subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

20. Disputes – Contract:

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

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

21. EDD Independent Subrecipient Reporting Requirements:

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

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, Subparagraph B.2 as “an individual who is not an employee of the service recipient for

California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the State.” The term is further defined by the California Employment Development Department to refer specifically to independent Subrecipients. An independent Subrecipient is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

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

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

22. Emergency/Declared Disaster Requirements:

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

23. Errors and Omissions:

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

24. Non-Supplantation of Funds:

Subrecipient shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Subrecipient shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Subrecipient agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a

contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.

25. Satisfactory Work:

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

26. Access and Records:

- A. County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Subrecipient's activities, books, documents and papers (including computer records and emails) and to records of Subrecipient's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Subrecipient shall insert this condition in each Contract between Subrecipient and a subcontractor that is pursuant to this Contract shall require the subcontractor to agree to this condition. Such departments or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of Subrecipient are kept. Subrecipient shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by Director which shall be deemed received upon date of sending. In the event Subrecipient does not make the above referenced documents available within the County of Orange, California, Subrecipient agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.
- B. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter for four (4) years after completion of an audit. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
- C. Liability. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract.

27. Signature in Counterparts:

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

28. Reports/Meetings:

The Subrecipient shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this contract. The County's Project Manager and the Subrecipient's Project Manager will meet on reasonable notice to discuss the Subrecipient's performance and progress under this contract. If requested, the Subrecipient's Project Manager and other project personnel shall attend all meetings. The Subrecipient shall provide such information that is requested by the County for the purpose of monitoring progress under this contract.

29. Subcontracting:

No performance of this Contract or any portion thereof may be subcontracted by the Subrecipient without the express written consent of the County. Any attempt by the Subrecipient to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

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

30. Equal Employment Opportunity:

The Subrecipient shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable State of California regulations as may now exist or be amended in the future. The Subrecipient shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in

the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Subrecipient agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

31. Gratuities:

The Subrecipient warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Subrecipient or any agent or representative of the Subrecipient to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Subrecipient agreed to supply shall be borne and paid for by the Subrecipient. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

32. News/Information Release:

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

33. Notices:

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

For County:

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

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

For Subrecipient:

Working Wardrobes for a New Start
 1851 Kettering Street
 Irvine CA 92614-5617
 Attn: Jerri Rosen

34. Ownership of Documents:

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

35. 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.

36. Termination – Orderly:

After receipt of a termination notice from the County, the Subrecipient may submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Subrecipient. Upon termination County agrees to pay the Subrecipient for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of the Contract.

37. County Branding Requirements:

Publicity, Literature, Advertisement and Social Media

- A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.
- B. Subrecipient may develop and publish information related to this Contract where all of the following conditions are satisfied:
 - 1. Administrator/assigned Deputy Purchasing Agent provides its written approval of the content and publication of the information at least 5 days prior

- to Subrecipient publishing the information, unless a different timeframe for approval is agreed upon by the Administrator/assigned Deputy Purchasing Agent;
2. Unless directed otherwise by Administrator/assigned Deputy Purchasing Agent, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
 3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by Subrecipient, unless approved in writing by Administrator/assigned Deputy Purchasing Agent; and,
 4. If Subrecipient uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Subrecipient shall develop social media policies and procedures and have them available to the Administrator/assigned Deputy Purchasing Agent. Subrecipient shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Program Specific Terms and Conditions:**38. Debarment:**

Subrecipient shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit 2 and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. et seq. including 2 C.F.R. 200.213, 2 C.F.R. 2998.

39. Anti-Lobbying:

- A. Subrecipient shall execute and abide by the terms of the “Certification Regarding Lobbying,” which is attached hereto as Exhibit 3 and incorporated herein by this reference. Subrecipient shall complete and immediately forward to the County’s Project Manager the “Disclosure Form to Report Lobbying,” a copy of which is attached hereto as Exhibit 4 and incorporated herein by this reference, if Subrecipient, or any person, firm or corporation acting on Subrecipient’s behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this Contract or funds to be received by Subrecipient pursuant to this Contract.
- B. Subrecipient agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
- C. Subrecipient shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 C.F.R. Part 93).

40. Fraud:

Subrecipient shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Contract. Subrecipient shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County’s Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.

41. Fiscal Appropriations:

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

42. Fiscal Accountability:

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

- 3) A comparison of actual expenditures with budgeted amounts for each sub grant and Contract;
- 4) Source documentation to support accounting records; and
- 5) Proper charging of costs and cost allocation.

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

- 1) Permit preparation of required reports;
- 2) Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- 3) Permit the tracking of program income and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation.

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

43. Indirect Costs:

The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment. Subrecipients requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the indirect costs.

Indirect costs exceeding the maximum ten percent (10%) may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Contractors must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

44. Dissolution of Entity:

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

45. Performance Standards:

Subrecipient shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 116 (Performance Accountability System) and 194 (General Program Requirements) of the Act and applicable regulations contained in Attachment E, Performance Standards. Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, County shall have the right to unilaterally modify this Contract to meet such requirements.

A. Accepted professional standards. The performance of work and services pursuant to this Contract by Subrecipient and its subcontractor's, if any, shall conform to accepted professional standards associated with all services provided under this Contract. Subrecipient shall resolve all issues regarding the performance of Subrecipient and its subcontractor's, if any, under this Contract using good administrative practices and sound judgment.

Subrecipient shall be accountable to County for the proper use of funds provided to Subrecipient pursuant to this Contract and for the performance of all work and services pursuant to this Contract.

- B. Performance of Subrecipient. Subrecipient agrees to meet the performance standards listed in Attachment E.

Within five (5) days of demand therefore, Subrecipient shall repay to County all funds paid by County to Subrecipient that were not expended in accordance with this Contract.

C. Reporting requirements

- i. Subrecipient will be required to submit records, statistical information, financial reports, and program information in electronic or paper format as required by the County.
- ii. Subrecipient shall retain all collected data for the periods specified in Attachment A of this Contract. County has the right to review this documentation at any time during normal business hours.
- iii. County reserves the right to withhold payment or to terminate this Contract for nonconformance with data collection and reporting requirements.
- iv. Subrecipient is required to collect and report program data to County, including if applicable properly registering every client receiving services under this Contract, in compliance with the data reporting system required by the California Department of Aging.
- v. Data shall be collected by Subrecipient every time a service is delivered to a registered client. Data shall be reported to County monthly, or as designated by Administrator.
- vi. If County-provided data collection equipment is provided; Subrecipient must maintain such equipment in a secure office environment.
- vii. Within 10 days of award of this Contract the Subrecipient must inform the County of the designated primary and one back-up staff member who will be responsible for “a” through “e” below. The Subrecipient must inform the County within 72 hours of any changes to this designation. New designee(s) will comply with systems training as designated by County.
 - a. Supervising the collection of, or collecting data from this program;
 - b. Compiling collected data and reconciling it to data collected;
 - c. Recording collected data in a format required by County, using an application required by County;
 - d. Distributing forms and reports to the responsible person and collecting completed forms; and
 - e. As required, completing all required County/CDA forms.
- viii. Computer Interface Capability: Subrecipient’s computer must meet the minimum hardware/software requirements specified by the vendor that is contracted with the County to provide the required CDA reporting data, if required by Administrator. Subrecipient must also maintain computer hardware/software that is able to send and receive email and attachments from Administrator.

- ix. Failure to comply with any portion of the system requirements as herein described violates the instructions and specifications of the California Department of Aging Terms and Conditions as required by the State and County. County reserves the right to withhold payment or to terminate this Contract for nonconformance with data collection and reporting requirements.

46. Payments:

Subrecipient agrees that any and all funds received under this Contract shall be disbursed on or before June 30, 2020, and that any and all funds remaining as of June 30, 2020, which have not been disbursed shall be returned by Subrecipient to County within thirty (30) days of the expiration or earlier termination of the Contract in accordance with Paragraph K. No expense of Subrecipient will be reimbursed by County if incurred after June 30, 2020.

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

- A. Monthly Payments: Beginning July 1, 2019 upon receipt and approval by OC Community Resources – OC Community Services/Community Investment Division, of Subrecipient’s invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Subrecipient’s invoice so long as the total payments under this Contract do not exceed the contract maximum obligation.
- B. County Discretion: At the sole discretion of County, payments to Subrecipient may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Subrecipient.
- C. Invoices: Subrecipient shall provide monthly invoices by the 20th day following the month being reported. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract. If Subrecipient expenditures for any program referenced in this Contract fall below 20% of planned expenditures for any cumulative period commencing from the beginning.

Of the term of this Contract, Subrecipient may be subject to a reduction in funding. No payments will be authorized if any preceding month’s reports or invoices have not been received.

47. Modification of Budget Schedule:

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

48. Annual Audit:

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

49. Audit Requirements:

- A. Maintenance and retention. Subrecipient shall, at all times during the term of this Contract, maintain complete records (which shall include, but not be limited to, accounting records, grants, Contracts, agreements, letters of agreement, insurance documentation, memoranda and/or letters of understanding and client records) of its activities and expenditures hereunder in a form satisfactory to the State and County. All such records must be maintained and kept available by Subrecipient as follows:
- i. Until three (3) years after final payment under this Contract, or until an audit has occurred and an audit resolution has been reached, whichever is later, unless otherwise authorized in writing by County; or
 - ii. For such longer period, if any, as is required by applicable statute, by any other Paragraph or Section of this Contract or by Paragraphs “B” or “C” below, or for such longer period as the State or County deem necessary.
- B. Termination of Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as set forth in this Paragraph “A” and “C”.
- C. Litigation, claims, etc. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and kept available until three (3) years after every action has been cleared to the satisfaction of County and so stated in writing to Subrecipient.
- D. Accounting records. Unless otherwise agreed in writing by Administrator, Subrecipient shall maintain accounting records to account for all funds received under this Contract. Said records shall be separate from the records for any other funds administered by Subrecipient and shall be kept in accordance with generally accepted accounting principles and procedures. Said records must contain information pertaining to receipt of funds for the program(s) for which this Contract provides, authorization to expend said funds, obligations, unobligated balances, assets, liabilities, outlays or expenditures, program income, contributions, and third-party revenue. Said accounting records must be supported by source documentation (such as cancelled checks, paid bills, payrolls, time and attendance records, Contract and subcontract award documents, etc.), and adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures under this Contract. If the allowability of expenditures cannot be determined because records or documentation of Subrecipient are nonexistent or inadequate according to generally accepted accounting principles and procedures, the expenditures will be questioned in the audit and may be disallowed during the audit resolution process.
- E. Audit.
- i. If Subrecipient expends more than \$750,000 in federal funds during the term of this Contract, Subrecipient shall arrange for an audit to be performed, within one hundred fifty (150) days of the end of Subrecipient’s fiscal year and in accordance with 2 CFR Part 200 and 45 CFR 75, Subpart F, “Audit Requirements,” which is incorporated herein by reference. Furthermore, County retains the authority to

- require Subrecipient to submit a similarly prepared audit at Subrecipient's expense even in instances when Subrecipient's expenditure is less than \$750,000.
- ii. Subrecipient shall take the following actions in connection with such audit:
 - a. Ensure that appropriate corrective action is taken to correct instances of noncompliance with federal laws and regulations. Corrective action shall be taken within six months after County receives Subrecipient's audit report;
 - b. Adjust its own records as necessitated by the audit;
 - c. Permit independent auditors to have access to its records and financial statements as is necessary for County or Subrecipient to comply with 2 CFR Part 200, Subpart F;
 - d. Submit two copies of its audit reports to County no later than 30 days after completion of the reports or nine (9) months after the end of the audit period, whichever occurs first;
 - e. Procure audit services in accordance with 2 CFR 200.509 and CFR§ 75.509 procurement standards and provide maximum opportunity for small and minority audit firms;
 - f. Include in Contract(s) with auditor(s) provisions that the auditor(s) will comply with all applicable audit requirements and standards;
 - g. Include in its Contract with independent auditors a clause permitting representatives of County or the State to have access to the work papers of the independent auditors;
 - h. Provide to County, the Bureau of State Audits, and their designated representatives, the right to review and to copy all audit reports and any supporting documentation pertaining to the performance of this Contract, and the option to perform audits and/or additional work as needed;
 - i. Cooperate with and participate in any further audits which may be required by County or the State;
 - j. Ensure that its audit addresses all issues contained in any federal OMB Compliance Supplement that applies to its program;
 - k. Ensure that the audit is performed in accordance with Generally Accepted Government Auditing Standards -2 CFR 200.514 and 45 CFR 75.514; , is performed by an independent auditor, and is organization-wide;
 - l. Ensure that the audit is all inclusive, i.e. it includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs in accordance with 2 CFR 200.515 and 45 CFR 75.515;
 - iii. If total funds awarded under this Contract equal or exceed \$10,000, Subrecipient shall be subject to examination and audit, including interviews of its staff, by the County and State of California for a period of three (3) years after final payment under this Contract.

- F. Final financial statement. Within thirty (30) days after termination of this Contract, Subrecipient shall submit to Administrator a final financial statement detailing all program expenditures and all income received during the term of this Contract or include such a final financial statement with Subrecipient's final invoice and substantiating reports.

50. Budget Schedule:

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

51. Non-Discrimination and Compliance Provisions:

- A. Subrecipient shall comply fully with the nondiscrimination and equal opportunity provisions; the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; the Americans with Disabilities Act of 1990; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. parts 33, 37 and 38. The United States, the State of California and County have a right to seek judicial enforcement of this requirement.
- B. Subrecipient shall comply with the provisions of the Fair Employment and Housing Act (California Code, Section 12900 et seq.), and the regulations promulgated there under (California Code of Regulations, Title 2 Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full.
- C. In the performance of this Contract, Subrecipient and its subcontractors shall not deny the benefits to any individuals in the United States on the basis of race, color, , religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in any WIOA Title 1-financially assisted program or activity. Subrecipient shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

- D. Subrecipient will include the non-discrimination and compliance provisions of this Paragraph 48 of the Contract in all subcontracts to perform work under this Contract.
- E. Subrecipient will give written notice of its obligations under this Paragraph 48 of the Contract to labor organizations with which Subrecipient has a collective bargaining or other contract.
- F. Subrecipient shall furnish any and all information requested by County and shall permit County access, during business hours, to books, record and accounts in order to ascertain Subrecipient's compliance with the above non-discrimination requirements.
- G. State laws.
- i. Subrecipient shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code §11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]
 - ii. Subrecipient's signature affixed hereon shall constitute a certification, under penalty of perjury under the laws of the State of California, that Subrecipient has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.
 - iii. Subrecipient shall include the nondiscrimination and compliance provisions of this Paragraph 48 "A" in all sub-contracts to perform work under this Contract.
- H. Title VI of Civil Rights Act. Subrecipient hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80](P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which funds are made available under this Contract. Subrecipient hereby gives assurance that it will immediately take any measures necessary to effectuate this Contract.
- I. Title VII of Civil Rights Act. Subrecipient shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law No. 92-261), and with all applicable rules, regulations and orders promulgated pursuant thereto, as now in existence or as hereafter amended.
- J. Disability discrimination. Subrecipient shall comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and all requirements imposed by the applicable regulations and guidelines issued pursuant to those statutes, including 45 CFR, Part 84.

52. Publication:

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

53. Drug Free Workplace:

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

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

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

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

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

55. Program Income:

County's maximum obligation herein shall be reduced by the amount of any program income earned by Subrecipient, from sources other than County, as a result of this Contract or the services provided by Subrecipient pursuant to this Contract.

It shall be the responsibility of Subrecipient to inform the County in writing of any income earned as a result of this Contract.

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

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

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

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

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

56. Modification of Program Components and Service Levels:

The Parties hereto agree that those program components and service levels detailed in Attachments A, B, C, D and/or E may be modified upon mutual written agreement of the Director and Subrecipient so long as the total payments under this Contract are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of California modify any program component and/or service level detailed in Attachment A, B, C, D, and/or E then the County shall have the right to unilaterally modify this Contract to meet such requirements.

- A. County may at any time, by written change order to Subrecipient, make changes within the general scope of this Contract, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions, and Contract term. Such change orders may be made when necessitated by changes in the WIOA Orange County One-Stop system operations or performance, the operations or performance of Subrecipient, or changes in applicable statutes, regulations or State of California or Federal mandates or directives.

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

B. Subrecipient may request changes in the scope of performance or services under this Contract, by submitting a written request to Project Manager describing the request and its impact on the Scope of Services and Budget Schedule. Project Manager will review the request and respond in writing within ten (10) business days. Project Manager's decision whether to approve the request or request Board of Supervisors' approval shall be final. County's Contract Administrator may approve a request that meets all of the following criteria:

- I. It does not materially change the terms of this Contract, and
- II. It is supported by adequate consideration to County.

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

57. Intellectual Property:

A. Federal Funding:

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

B. Ownership:

- i. Except where County has agreed in a signed writing to accept a license, County shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subrecipient or County and which result directly or indirectly from this Contract.
- ii. For the purposes of this Contract, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by County, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other State, country or jurisdiction.

- a. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
- iii. In the performance of this Contract, Subrecipient may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Contract, Subrecipient may access and utilize certain of County's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Subrecipient shall not use any of County's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of County. Except as otherwise set forth herein, neither the Subrecipient nor County shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Contract, Subrecipient accesses any third-party Intellectual Property that is licensed to County, Subrecipient agrees to abide by all license and confidentiality restrictions applicable to County in the third-party's license Contract.
- iv. Subrecipient agrees to cooperate with County in establishing or maintaining County's exclusive rights in the Intellectual Property, and in assuring County's sole rights against third parties with respect to the intellectual Property. If the Subrecipient enters into any agreements or subcontracts with other parties in order to perform this Contract, Subrecipient shall require the terms of the agreement(s) to include all Intellectual Property provisions of Paragraphs Twenty-Five (25)(A) through Twenty-Five (25)(I). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to County all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Subrecipient or County and which result directly or indirectly from this Contract or any subcontract.
- v. Pursuant to Paragraph Twenty-Five (25)(B)(iv) of the Intellectual Property Provisions of this Contract, the requirement for the Subrecipient to include all Intellectual Property Provisions of Paragraphs Twenty-Five (25)(A) through Twenty-Five (25)(I) of the Intellectual Property Provisions in all contracts and subcontracts it enters into with other parties does not apply to contracts or subcontracts that are for customized and on-the-job training as authorized under 20 CFR WIOA NPRM 680.700-850.
- vi. Subrecipient further agrees to assist and cooperate with County in all reasonable respects, and execute all documents and, subject to reasonable

availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce County's Intellectual Property rights and interests.

C. Retained Rights/License Rights:

- i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or County and which result directly or indirectly from this Contract, Subrecipient shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Subrecipient hereby grants to County, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subrecipient's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Contract, unless Subrecipient assigns all rights, title and interest in the Intellectual Property as set forth herein.
- ii. Nothing in this provision shall restrict, limit, or otherwise prevent Subrecipient from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Contract, provided that Subrecipient's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County or third party, or result in a breach or default of any provisions of Paragraphs Twenty-Five (25)(A) through Twenty-Five (25)(I) or result in a breach of any provisions of law relating to confidentiality.

D. Copyright:

- i. Subrecipient agrees that for purposes of copyright law, all works (as defined in Ownership, Paragraph Twenty-Five (25)(B)(ii) of authorship made by or on behalf of Subrecipient in connection with Subrecipient's performance of this Contract shall be deemed "works made for hire." Subrecipient further agrees that the work of each person utilized by Subrecipient in connection with the performance of this Contract will be a "work made for hire," whether that person is an employee of Subrecipient or that person has entered into a contract with Subrecipient to perform the work. Subrecipient shall enter into a written agreement with any such person that (i) all work performed for Subrecipient shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to County to any work product made, conceived, derived from or reduced to practice by Subrecipient or County and which result directly or indirectly from this Contract.
- ii. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Contract that include Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or County and which result directly or indirectly from this

Contract may not be reproduced or disseminated without prior written permission from County.

E. Patent Rights:

With respect to inventions made by Subrecipient in the performance of this Contract, which did not result from research and development specifically included in the Contract's Scope of Services, Subrecipient hereby grants to County a license as described under Paragraph Twenty-Five (25)(C) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Contract's Scope of Services, then Subrecipient agrees to assign to County, without additional compensation, all its right, title and interest in and to such inventions and to assist County in securing United States and foreign patents with respect thereto.

F. Third Party Intellectual Property:

Except as provided herein, Subrecipient agrees that its performance of this Contract shall not be dependent upon or include any Intellectual Property of Subrecipient or third party without first: (i) obtaining County's prior written approval; and (ii) granting to or obtaining for County's, without additional compensation, a license, as described in Paragraph Twenty-Five (25)(C), for any of Subrecipient's or third-party's Intellectual Property in existence prior to the effective date of this Contract. If such a license upon these terms is unattainable, and County determines that the Intellectual Property should be included in or is required for Subrecipient's performance of this Contract, Subrecipient shall obtain a license under terms acceptable to County.

G. Warranties:

- i. Subrecipient represents and warrants that:
 - a. Subrecipient has secured and will secure all rights and licenses necessary for its performance of this Contract.
 - b. Neither Subrecipient's performance of this Contract, nor the exercise by either Party of the rights granted in this Contract, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or County and which result directly or indirectly from this Contract will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any State, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Subrecipient.
 - c. Neither Subrecipient's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - d. Subrecipient has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio,

- television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- e. Subrecipient has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to County in this Contract.
 - f. Subrecipient has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - g. Subrecipient has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way Subrecipient's performance of this Contract.
- ii. COUNTY MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

H. Intellectual Property Indemnity:

- i. Subrecipient shall indemnify, defend and hold harmless County and its licensees and assignees, and its officers, Director, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Subrecipient is a party to any pending or threatened litigation, which arise out of or are related to;
 - a. The incorrectness or breach of any of the representations, warranties, covenants or agreements of Subrecipient pertaining to Intellectual Property; or,
 - b. Any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of County's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or County and which result directly or indirectly from this Contract. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Contract. County reserves the right to participate in and/or control, at Subrecipient's expense, any such infringement action brought against County.

- ii. Should any Intellectual Property licensed by the Subrecipient to County under this Contract become the subject of an Intellectual Property infringement claim Subrecipient will exercise its authority reasonably and in good faith to preserve County's right to use the licensed Intellectual Property in accordance with this Contract at no expense to County. County shall have the right to monitor and appear through its own counsel (at Subrecipient's expense) in any such claim or action. In the defense or settlement of the claim, Subrecipient may obtain the right for County to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, County may be entitled to a refund of all monies paid under this Contract, without restriction or limitation of any other rights and remedies available at law or in equity.
- iii. Subrecipient agrees that damages alone would be inadequate to compensate County for breach of any term of these Intellectual Property provisions of Paragraphs Twenty-Five (25)(A) through Twenty-Five (25)(I) by Subrecipient. Subrecipient acknowledges County would suffer irreparable harm in the event of such breach and agrees County shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

I. Survival:

The provisions set forth herein shall survive any termination or expiration of this Contract or any Contract schedule.

58. Complaint Handling Procedures:

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

59. Sectarian Activities:

Subrecipient certifies that this Contract does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination.

60. Standards of Conduct:

- A. General Assurance. Every reasonable course of action will be taken by Subrecipient in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct.

This Contract will be administered in an impartial manner, free from efforts to attain personal, financial or political gain. Subrecipient, its officers and employees, in administering this Contract, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

- B. Employment of Former State or County Employees. Subrecipient will ensure that any of its employees who were formerly employed by the State of California or County, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Contract, will not be assigned to any part or phase of the activities conducted pursuant to this Contract for a period of not less than two years following the termination of such employment.
- C. Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of Subrecipient will receive favorable treatment when considered for enrollment in programs provided by, or employment with Subrecipient.
- D. Conducting Business Involving Close Personal Friends and Associates. Executives and employees of Subrecipient will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Contract, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for Subrecipient to conduct business with a friend or associate of an executive or employee of Subrecipient or an elected official in the area or a staff person or consultant who is a member or officer of the Board of Directors or other official governing body of Subrecipient, a permanent record of the transaction will be retained.
- E. Avoidance of Conflict of Economic Interest. No executive or employee of Subrecipient, elected official in the area, or any staff person or consultant who is a member or officer of the Board of Directors or other official governing body of Subrecipient will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Subrecipient or County.

61. Literature/Publicity:

Any literature distributed by Subrecipient for the purpose of apprising businesses, participants, or the general public of its programs under this Contract shall state that its program, wholly or in part, is funded through County, State and Federal government funds; are supported by the County of Orange and the Orange County Development Board and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

62. S.W.A.G.:

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

63. Participants:

- A. Eligibility- Only participants who have been determined to meet all federal eligibility requirements to receive training hereunder shall be enrolled by Subrecipient in any occupational training. Determinations that participants meet federal eligibility requirements shall be made by One Stop Centers funded by County, and, when applicable, by WIOA Young Adult Career Service Providers.
- B. Benefits- Benefits shall be provided to participants in accordance with the standards and requirements set forth in the Act, including Section 181.
- C. Rights and Privileges- All participants enrolled in courses pursuant to the Contract shall be entitled to all the rights and privileges to which other Subrecipient students are entitled, including, but not limited to, special instruction, use of facilities on Subrecipient's premises such as the libraries and learning centers, counseling, student body activities, and veterans' benefits. Subrecipient's representatives will provide academic counseling for participants and inform them of Subrecipient's services available to them.
- D. Labor standards- Subrecipient shall adhere to the Labor standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

64. Pell Grants/HEA Title IV:

If Subrecipient provides any services under this Contract to applicants for or recipients of Pell Grants or awards pursuant to Title IV of the Higher Education Act, Subrecipient shall cooperate with County's Project Manager in coordinating these grants and awards with WIOA funding in accordance with 20 C.F.R. 663.320 and section 134 (d) of the Act. Subrecipient shall inform County's Project Manager in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIOA participant under this Contract.

65. Policies and Procedures:

Subrecipient shall monitor its program for compliance with the provisions of this Contract. Subrecipient shall also comply with all applicable parts of County's WIOA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from County's Project Manager.

66. Sweat-free Code of Conduct:

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

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

67. Corporate Status:

All corporate Subrecipients shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue service. Any change in corporate status or suspension shall be reported by Subrecipient immediately in writing to County's Project Manager.

68. Equipment:

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

Subrecipient further agrees to the following:

- A. To maintain all items of Equipment in good working order and condition, except for normal wear and tear.
- B. To label all items of Equipment, do periodic inventories as required by County's Project Manager and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by County's Project Manager. All such lists shall be submitted to County's Project Manager within ten (10) days of the request therefore. Inventory lists must be maintained for four (4) years after final disposition of property.
- C. To report in writing to County's Project Manager immediately after discovery, the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to County's Project Manager.
- D. To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this Contract, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the Parties' interests as they appear.
- E. The purchase of any Equipment by Subrecipient shall be requested by Subrecipient in writing, shall require the prior written approval of Director and shall fulfill the provisions of this Contract which are appropriate and directly related to Subrecipient's service or activity under the terms of this Contract. County may refuse reimbursement for any costs

resulting from Equipment purchased, which are incurred by Subrecipient, if prior written approval has not been obtained from County's Project Manager.

69. Other Requirements – Program Confidentiality:

- A. Without prejudice to any other Section of this Contract, Subrecipient shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of Federal and State law. However, Subrecipient shall submit to County, the State of California and/or the United States government or their representatives, all records requested for administrative purposes, including audits, examinations, monitoring and verification of reports submitted by Subrecipient, costs incurred and services rendered hereunder.
- B. Subrecipient shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to Subrecipient under this Contract to sign an agreement with Subrecipient before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to Subrecipient by County, except as may be required to provide services under this Contract or to those specified in this Contract as having the capacity to audit Subrecipient, and as to the latter, only during such audit. Subrecipient shall provide reports and any other information required by County in the administration of this Contract, and as otherwise permitted by law.
- C. The State of California Information Practices Act of 1977 sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties. The disclosure of information from student records is governed by the Federal Family Educational Rights and Privacy Act (FERPA) and in part by the State of California Education Code and Subrecipient Policies Applying to the Disclosure of Information and Student Records. It is the purpose of these policies to provide reasonable interpretations of those laws and to protect the student's right to privacy. The Federal Family Educational Rights and Privacy Act (FERPA) is a U.S. federal law that protects the privacy of student records. Generally, this law states schools must have written permission from the student in order to release any information from a student's education record.

The Subrecipient shall be guided by the following principles: (1) the release of any personally identifiable student information to any third parties shall be managed in ways that are in compliance with FERPA and (2) the information in the student's file should be disclosed to the student upon request. Therefore, Subrecipient shall procure the written consent from students enrolled through the County allowing Subrecipient to disclose to the participants' employer, County of Orange, State of California, or U.S. Department of Labor student information such as grades, academic disputes and other matters related to a student's status as a student. Such consent shall be obtained materially in the form, titled Family Educational Rights and Privacy Act (FERPA) Authorization to Release Information to a Designated Third Party.

- D. Subrecipient agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Contract.

70. Compliance with Law – Contract:

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

- A. The Act and all applicable Federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 CFR WIOA NPRM Parts 676 through 678 and Parts 675, 679 through 687.
 - i. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
 - ii. All mandatory standards and policies relating to energy efficiency as particularized in the State Energy Conservation Plan (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be thereafter amended;
- B. All applicable State statutes, regulations, policies, procedures and directives;
- C. All applicable County policies, procedures and directives;
- D. All applicable local ordinances and requirements, including use permits and licensing;
- E. Court orders applicable to Subrecipient’s operations; and
- F. The terms and conditions of this Contract, including Attachments and Exhibits.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Signature Page

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

***Working Wardrobes for a New Start**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

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

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

County OF ORANGE

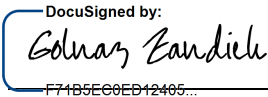
A Political Subdivision of the State of California

By: _____

Dated: _____

Dylan Wright, Director
OC Community Resources

**APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL**

By:  Golnaz Zandieh
F71B5E00ED12405...

Dated: 5/8/2019

DEPUTY COUNTY COUNSEL

SCOPE OF SERVICES

Senior Community Service Employment Program (SCSEP)

The Scope of Services and General Program Requirements have been designed to provide the framework wherein the Subrecipient will provide services to participants.

1. Scope of Services

Subrecipient shall be responsible for providing SCSEP services countywide to unemployed, low income older adults age 55 and older who have poor employment prospects. Family income may not exceed 125 percent of the federal poverty guidelines. Priority must be given to individuals who are 65 years of age and older or: are veterans or qualified spouses, are homeless or at risk for homelessness, have a disability, have limited English proficiency or low literacy skills, reside in a rural area, have low employment prospects, or have failed to find employment after utilizing services provided through the One-Stop Delivery System. Funds received by the Subrecipient shall be expended for the program specified within this Contract, Subrecipient shall not expend more funds than are set forth in the Budget Schedule for the program in this Contract. Subrecipient shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff and volunteers required for provision of the services described. Such staff and volunteers shall be qualified in accordance with all applicable statutes and regulations. Subrecipient shall provide the services described herein Attachment A with the consent of the participant being served. Subrecipient shall assure that all services funded under this Contract are coordinated with other appropriate services in the community and that services funded under this Contract do not constitute unnecessary duplications of services provided by other sources.

2. General Requirements

Subrecipient agrees to comply, remain informed, and deliver services consistent with the provisions of the Workforce Innovation and Opportunity Act (WIOA), the Orange County Development Board (OCDB) policies, the Orange County Region Five-Year Strategic Plan, applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, the 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 services provided within this Contract.

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

3. Governance References

- A. Workforce Innovation and Opportunity Act (WIOA) of 2014
- B. Department of Labor, Employment and Training Administration, 20 CFR Parts 603,651,652, et al. WIOA Final Rule
- C. Department of Labor, Employment and Training Administration, 20 CFR Parts 676,677 and 678 WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule
- D. Information Bulletins, Directives and any other federal and/or state guidance documents pertaining to the WIOA.
- E. Policies and Procedures, action items, and directives issued by the OCDB, or staff relevant to this Contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, and Audit Requirements.
- F. State of California Welfare and Institutions Code Section 11200 et seq.
- G. Titles VI and VII of the Civil Rights Act of 1964.
- H. Second Chance Act of 2007 (H.R. 1593), Section 212.
- I. Older Americans Act (OAA) of 1965, as amended through Public Law 114-144, enacted April 1, 2016

- J. 20 CFR Part 641 SCSEP: Final Rule, September 1, 2010.
- K. 20 CFR Part 641 SCSEP; Performance Accountability, Final Rule, August 29, 2018.
- L. 2 CFR Part 200, Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Final Rule.
- M. 2 CFR Part 2900, Uniform Administrative, Requirements, Cost Principles and Audit Requirements for Federal Awards Technical Amendments, Department of Labor (DOL).
- N. 20 CFR 678.400 through 20 CFR 678.510.
- O. Jobs for Veterans Act of 2002, Public Law 107-288. [38 U.S.C. 4215]
- P. Age Discrimination in Employment Act of 1967, Public Law 90-202.
- Q. California Healthy Workplaces/Healthy Families Act 2014.
- R. Age Discrimination Act of 1975. [42 U.S.C. 6101 to 6107]
- S. Other CDA PMs, laws, regulations, and guidance pertaining to Title V SCSEP posted on the CDA website.
- T. Any other subsequent TEGLs, memos, bulletins, or similar instructions issued during the term of this Contract by DOL.

4. Orange County One-Stop System

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

5. Vision for the One-Stop Centers under WIOA

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

6. Federal Award Identification

- A. **Subrecipient Name:** Working Wardrobes
- B. **Subrecipient's Unique Identifier (DUNS):** 041192241
- C. **Federal Award Identification Number (FAIN):** Pending
- D. **Federal Award Date:** 7/1/2019
- E. **Subaward Period of Performance:** 7/1/2019 - 6/30/2020
- F. **Total Amount of Federal Funds Obligated by the Action:** \$767,085
- G. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$767,085
- H. **Total Amount of the Federal Award:** \$767,085
- I. **Federal Award Project Description:** Funding to provide employment and training services to Older Adults.
- J. **Name of the Federal Awarding Agency:** Department of Labor
- K. **Name of PTE:** Employment Development Department and County of Orange/OCDB.
- L. **Contact Information for the Awarding Official:** Carma Lacy, Director of Workforce Development (714) 480-6420 carma.lacy@occr.ocgov.com
- M. **CFDA Number and Name:** 17.235 Senior Community Services Employment Program
- N. **Whether the award is R&D:** No
- O. **Indirect Cost Rate for the Federal Award:** N/A

7. Subrecipient or Contractor

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

I. COORDINATION**A. General Overview**

In Partnership with the Orange County Board of Supervisors, the Orange County Development Board (OCDB) oversees Orange County's workforce development activities and establishes programs in response to the workforce needs of Orange County, including labor market information, employment and training services and business assistance. Central to the OCDB's ability to provide services is the Orange County One-Stop Career Centers, a proud partner of America's Job Center of California (AJCC) network, affiliate centers and young adult employment and training programs located throughout the County. The OCDB designs and implements programs and services for businesses, adult job seekers, dislocated workers and young adults working in close collaboration with education, business, labor, economic development and other organizations with a stake in preparing the County's workers to contribute to our growing economy.

The Orange County One-Stop System is a collaboration of organizations and agencies that are responsible for the administration of workforce development, educational programs, social services and other human services programs and funding streams that provide assistance to participants receiving services.

Subrecipient shall serve as the service provider of the SCSEP program for the Orange County Development Board as outlined within this Attachment. Subrecipient shall provide a comprehensive, countywide menu of programs and services to low-income persons 55 years of age and older, who have poor employment prospects, and require assistance with increasing employment, retention, earnings and occupational skill attainment.

To comply with the requirements of this Contract, Subrecipient shall deliver workforce development services and training opportunities to the designated special population. Services that must be made available to participants are outlined in Section III. Enhanced supportive services opportunities shall be funded and made available to dually-enrolled WIOA participants.

Subrecipient shall conform to all regulations and future policy guidance issuances by DOL, the State and OCDB during the term of this Contract.

B. Service Delivery Area**1. SCSEP**

Services shall be offered countywide. The Working Wardrobes service location(s): 1851 Kettering Street, Irvine, CA.

II. SERVICE STANDARDS**A. Hours of Operation and Schedules**

1. **Regular Hours of Operation:** Contracted service hours of operation shall be Monday through Friday, from 8:00 am to 5:00 pm, excluding County observed holidays.
2. The County reserves the right to set and modify hours of operation based on program demands that will most effectively serve the needs of its customers.

3. **Holiday Operation Schedules:** Subrecipient shall ensure that full service delivery is available throughout the year with limited closures as detailed below for the following County-observed holidays:

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

Refer to the County of Orange website for dates observed.

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

B. General Staffing Requirements

1. Subrecipient shall provide services in accordance with all applicable laws, policies, procedures, regulations, and standards of federal law, State law, the County of Orange, CDA, DOL, and the Board of Supervisors
2. There shall be the requisite number of staff hired by the Subrecipient to operate program services as outlined in this Attachment and as provided for in the budget attached to this Contract.
3. Subrecipient shall ensure that all reception and support staff have received training in customer service, communication skills, and proficient computer skills (Windows, Microsoft Office, SPARQ and CalJOBS).
4. Subrecipient shall be responsible for filling any vacancies, which may occur during the term of this Contract in order to ensure the continuous and efficient delivery of services to participants. Subrecipient shall fill vacancies with individuals with the appropriate experience and levels of education required for the position and notify the OCDB of the position incumbent.
5. Subrecipient shall utilize temporary staff only to the extent that not doing so will have a negative impact on service delivery or meeting program deliverables including invoices. Use of temp staff shall be kept to a minimum, and a separate budget must be developed for this purpose at the beginning of the fiscal year. Applicable State and County procurement policies shall be adhered to.
6. Subrecipient shall utilize overtime only to the extent that not doing so will have a negative impact on service delivery or meeting program deliverables including invoices. Proper staff management should negate the need for overtime pay.

C. Workforce Professional Staffing Requirements

1. Subrecipient staff shall be participant-oriented professionals who are knowledgeable about the challenges with providing workforce development services to difficult-to-serve populations. Staff shall be able to build one-on-one working relationships with participant, and aid in eliminating challenges that are hindrances to obtaining and retaining employment. Services provided in small groups shall also be considered in order to maximize staffing efficiencies and available resources.

2. Staff shall be fully trained and have current knowledge of regulations and requirements, CalJOBS, SPARQ, contractual goals, OCDB policies and procedures, local labor market information, SCSEP, other special projects/discretionary funding, industry clusters, career pathways and demand occupations, customized training, on-the job training, and local resources that are available to assist participants seeking training and/or vocational services.
3. Subrecipient shall ensure that staff understand the contractual requirements and programmatic objectives of this Contract.
4. Staff shall have an understanding of all regulations applicable to SCSEP including, but not limited to; the California Department of Aging (CDA) Program Memos and Bulletins, and OCDB Policies and Procedures. Staff shall be informed of any new guidance, as it is released. All directives and policies shall be discussed during regularly scheduled staff meetings.
5. Staff shall be trained on SCSEP services, in addition to discretionary/specialized programs that best leverage available funding and maximize service provisions. Staff shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. Subrecipient shall determine appropriate staffing. Positions may vary by functional duties and responsibilities and may include participant services specialist, employer specialist or a hybrid of the two.

Notwithstanding, all Staff shall be proficient in performing the following duties:

- a. Conduct outreach, recruitment and eligibility determination to a targeted population;
- b. Conduct objective job skills assessment for eligible participants to ensure appropriate evaluation;
- c. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
- d. Develop a customized professional resume for every enrolled participant;
- e. Provide career planning to all participants (including those in training) in all areas related to gaining/retaining employment and career advancement;
- f. Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;
- g. Maintain regular contact with participants (at a minimum of once every thirty days), in accordance with TEGl 17-05;
- h. Maintain documentation for regulatory and contractual compliance, and maintain detailed case files and complete all required MIS, statistical and performance reports, as outlined in Section V;
- i. Develop relationships with all training providers and partner agencies;
- j. Provide specific guidance in transferable skills for all participants transitioning between industry clusters;
- k. Use Labor Market Information to assist job seekers in making informed decisions about job training and career pathways;
- l. Have a comprehensive understanding of LMI trends, demand occupation criteria to enhance placements;
- m. Ensure active job placement no later than when a participant reaches 75% of training completion;
- n. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the participant;
- o. Provide job development and assist participants in job placement.
- p. Provide retention and follow-up services for a twelve (12) month period, with follow-up commencing immediately after employment begins; and
- q. Utilize SPARQ and CalJOBS for documenting job seeker activities.

6. **Project Director** manages the successful implementation of the SCSEP Program assuring that all contractual commitments are met. Ultimately, the Project Director is responsible for adherence to federal, state, and local policies. Ensures that all management and supervisory staff have access to budgets and expenditure plans to better manage programs that they are responsible for. Additionally, the Project Director shall hold managers accountable for leveraging resources and operating within funding guidelines. Establishes and maintains positive working relationships with the funding source and all workforce partners both in-house and within the community. Facilitates project accomplishments and ensures that management decisions and contractual goals are understood and supported by staff. Project Director shall be directly responsible for all fiscal oversight of project budgets.

D. CalJOBS

CalJOBS is a web-based, fully integrated system that supports the administration of the WIOA programs.

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

System	Hardware Required	Software Required	Connectivity
Participant Workstation	<p>Processor: PIII or higher</p> <p>Memory: 2 GB of RAM or higher</p> <p>Display: Super VGA (800 X 600) or higher-resolution video adapter and monitor</p>	<p>Operating System:</p> <p>Microsoft Windows 7</p> <p>Macintosh OS X v10.4.8 (Panther) or higher</p> <p>3rd-Party Software (described after table):</p> <p>Meadco ScriptX ActiveX 7.4/ Object!³² Microsoft Silverlight</p> <p>DynamSoft HTML5 Document Scanning</p>	<p>Minimum:</p> <p>Dedicated broadband or high speed access, 380k or higher</p>
Staff/ Administrator Workstation	<p>Processor: PIII or higher</p> <p>Memory: 2GB of RAM or higher</p> <p>Display: Super VGA (800 X 600) or higher-resolution video adapter and monitor</p>	<p>Operating System:</p> <p>Microsoft Windows 7</p> <p>Macintosh OS X v10.4.8 (Panther) or higher.</p> <p>JAWS for Windows software for visually impaired access (optional)</p> <p>3rd-Party Software (described after table):</p> <p>Meadco ScriptX ActiveX 7.4/ Object</p>	<p>Minimum:</p> <p>Dedicated broadband or high speed access, 380Kbps or higher</p>

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

Subrecipient shall:

- a. Ensure strict adherence to all state and OCDB requirements related to CalJOBS;
- b. Ensure efficient internal data entry and data management processes that requires timely input of participant data in CalJOBS;
- c. Establish quality control procedures to protect the integrity of data pertaining to participants, services and outcomes;
- d. Ensure that staff designated to handle data entry and data management are given prior training on CalJOBS functionalities and limitations;
- e. Install a system to establish staff accountability for data entered;
- f. Establish a review process for CalJOBS reports that include participant rosters and other reports provided by the OCDB; and
- g. Ensure strict adherence to proper handling of personally identifiable information (PII) and other confidential participant information.

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

E. Website

Updates for the website shall be communicated by Subrecipient to appropriate One-Stop Center staff to allow participants to access information about services and programs that are available through the One-Stop Center(s). Subrecipient shall review content to ensure information is accurate and up to date.

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

1. All outreach and recruitment materials that reference elected officials, County of Orange, or OCDB shall be submitted to the OCDB administrative office for review and approval prior to use. The OCDB will require a minimum of ten (10) working days to review and approve. **All published materials shall promote the Orange County One-Stop System.** These materials should also include appropriate America’s Job Center of California tagline consistent with the local AJCC branding standards. Subrecipient may keep their logo on the published material, but it should be secondary to the OCDB logo.
2. All logos and naming conventions shall be provided by the OCDB to maintain quality and consistency. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
3. Language requirements for all printed material and other information at the One-Stop Center(s) shall be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop Center(s) feel welcomed and have a positive experience.
4. Notice and communication requirements where materials indicate that the Subrecipient may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the Subrecipient shall be indicated. If the Subrecipient does not have a TDD/TTY, the California Relay Service (CRS) (1-

800/735-2922) is an alternative. [29 CFR Part 38; WSD 17-01; 17-OCDB-13 and Addendum #3 to 17-OCDB-13; WIOA Section 188 20 CFR Part 683.285 and any future updates.]

5. Information and services accessed electronically shall be established by the Subrecipient policy and procedure which assures that the notice requirements of Title 29 CFR Part 38 are met. [29 CFR Part 38; WSD17-01; 17-OCDB-13 and Addendum #3 to 17-OCDB-13; WIOA Section 188 20 CFR Part 683.285 and any future updates.]
6. Distributed publications, broadcasts, and other communications, which promote WIOA programs or activities, shall include the following specific taglines:
‘This WIOA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.’
7. Distributed publications, broadcasts, products and other communications, which promote CDA programs or activities, shall include the following specific tagline:
‘This project is funded in part through a grant from the California Department of Aging, as allocated by the Orange County Board of Supervisors and administered by the Office on Aging.’

Subrecipient shall include the following tagline on all flyers, notices, web-sites and other communication promoting, advertising and/or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the Subrecipient:
‘If you need special assistance to participate in this _____ (meeting, workshop, etc.), call _____. Please call 48 hours in advance to allow the One-Stop Center to make reasonable arrangements to ensure accessibility to this _____ (meeting, workshop etc).’
8. Subrecipient shall be responsible to post the “Equal Opportunity Is The Law” and the “Summary of Rights and Program Grievance and Complaint Procedures” in prominent locations, and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish and Vietnamese. Updated participant acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish and Vietnamese. [WSD17-01; 17-OCDB-13 and Addendum #3 to 17-OCDB-13; WSD 08-4; 08-OCWDA-17 and Addendum #2 to 08-OCWDA-17; WIOA Sections 181 and 188 and 20 CFR Part 683.285 and 20 CFR Part 683.600].

G. Quality Assessment/Review

Subrecipient shall be responsible for quality assessment/review of their fiscal/procurement and program operations (including all special projects) which includes, but is not limited to; a quality assurance system to review case files, including CalJOBS/SPARQ electronic files, participant eligibility determination and documentation, IEPs, Crystal report rosters, gaps in service delivery, provision and documentation of substantial services, timely participant exit, performance outcomes, follow-up activities, property management (including maintenance of up-to-date equipment inventory lists in each service location, purchases, expenditures and invoices, federal and state requirements for universal programmatic and physical access to services and activities (including access for individuals with disabilities). Quality and consistency of services among One-Stop Center locations, programs and staff is essential.

1. Subrecipient shall establish and follow a standardized review methodology that:
 - a. Includes procedures for monitoring programs and Subrecipients at least once each program year;
 - b. Results in written reports to record findings, any needed corrective action, and due dates for the accomplishment of corrective actions;

- c. Requires systematic follow-up to ensure that necessary corrective action has been taken and outstanding issues are addressed and resolved; and
- d. Requires that following the completion of each internal monitoring, completed reviews are verified and a list of files reviewed is maintained.

Subrecipient shall be able to produce all quality assessment/review documentation upon request by the OCDB administrative office.

1. In addition to Item #1 above, the Subrecipient shall follow their regular (day-to-day) internal review processes to support high standards of service provision and documentation. This shall include periodic file review and immediate correction of issues noted.
2. Subrecipient shall conduct an analysis of participant flow, program delivery, career planning strategies and tools, business process and service improvement once per program year. **Subrecipient shall provide documentation of the process followed and the results of the analysis to the OCDB administrative office by December 31, 2019.**
3. Subrecipient shall take timely corrective action measures as a result of findings identified through federal, state and County monitoring. Repeat and systemic findings identified in any federal, state and County compliance monitoring may result in a possible reduction in funding and/or other sanctions issued by the OCDB.
4. Subrecipient shall participate in industry-wide forums to learn about best practices, improvements in service delivery, recommended corrective actions, and implementation of process improvements. These activities shall be included within Monthly Reports.

H. Documentation and File Maintenance

1. **Case Files** shall be maintained for every enrolled participant. Files shall reflect both quality services and regulatory compliance. At a minimum, case files along with CalJOBS/SPARQ electronic files, as applicable, shall include documentation of the following:
 - a. Program eligibility and determination of need;
 - b. Participant signature evidence of EO and programmatic grievance forms;
 - c. All source documents needed for validation (as referenced in applicable OCDB Policies and State Directives and Information (e.g., OCDB Policy 10-OCWDA-04 and applicable WIOA provisions) [final State Directive pending];
 - d. All MIS forms as outlined in Section V of this Exhibit;
 - e. Initial and/or Comprehensive Assessments, as applicable;
 - f. Individual Employment Plan (IEP) documents, including all updates of services provided and completed; Notices
 - g. Completed resume for participants being enrolled into Individualized Career Services;
 - h. Progress reports, time and attendance;
 - i. Signed Employer or Worksite Agreement, timesheets, certificate, and other related documents for On-the-Job Training (OJT) or Transitional Jobs, and Work Experience (WEX) as applicable;
 - j. Supportive Services documentation
 - k. Printed case management notes showing provision of all substantial services provided.
2. **Confidential Information:** Personally Identifiable Information (PII) and information designated as sensitive (both hardcopy and electronic) relating to services received by participants including information regarding medical and/or substance abuse treatments shall be subject to federal, state and County privacy/confidentiality guidelines.

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

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

I. Customer Service and Participant Satisfaction

The OCDB will conduct satisfaction surveys periodically throughout the year. The OCDB will review and evaluate the data collected and make the results available to the Subrecipient.

1. Subrecipient shall communicate to their staff and the staff of the co-located partners that meeting participant satisfaction and expectations is a primary goal of the OCDB shall review and evaluate the data collected and shall be responsible for the implementation of corrective action(s) with respect to survey findings or trends related to the services provided under this Contract.
2. Subrecipient shall be proactive in requiring staff to adopt participant service principles targeted toward achieving high participant satisfaction and which meet participant expectations in their delivery of services under this Contract. This may include the provision of professional development, in-service training, role modeling, case studies, and other techniques and strategies applicable to fostering the adoption of a value system, which is based in continuous improvement principles. Subrecipient shall have established procedures for progressive discipline, including verbal and written warnings leading up to termination. Subrecipient must also respond to and correct OCDB concerns regarding under-performing staff.

J. Organizational Chart:

1. Subrecipient shall maintain an organizational chart along with corresponding functional job descriptions for every classification funded, in whole or in part. **Subrecipient shall provide an updated organizational chart along with functional job descriptions to the OCDB administrative office by July 31, 2019.**
2. The staffing design and overall number of positions and associated assignments are subject to pre-approval by the OCDB.
3. Should any organizational or staffing arrangements change during the program year, Subrecipient shall submit a revised organizational chart to the OCDB.

III. SERVICE DELIVERY

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

1. **Co-enrollment:** If Subrecipient deems it is in the best interest of the participant to be co-enrolled into multiple funding streams to access services not available through the primary funding stream, the participant counts as half an enrollment for formula enrollments and the participant must still be exited in the timeframe the discretionary grant cycle ends and not automatically rolled over into formula for continuation of services.
2. **Eligibility** for services shall be conducted in a manner that will satisfy state and federal requirements. Subrecipient shall examine originals and or copies of documents, as appropriate, to establish the eligibility of participants and shall make copies of documents necessary to substantiate the eligibility of participants seeking services which documents shall be placed in the participant's files.
 - a. Subrecipient shall ascertain the selective service registration of any male over the age of twenty-six (26) seeking services and shall not provide services to participants who have not met selective service registration requirements.
 - b. Subrecipient shall ascertain alien/immigrant participant's eligibility to work in accordance with Immigration and Naturalization Laws prior to referring an individual for individualized career services.
3. **Internal Policies and Procedures** for SCSEP operations and administration shall be developed by the Subrecipient. All current Policies and Procedures shall be reviewed to ensure full compliance. **Subrecipient shall provide a copy of all Policies and Procedures to the OCDB administrative office by August 31, 2019.**

IV. SPECIAL PROGRAMS

All programs shall have cross-trained staff available to cover vacancies on all special projects.

A. Senior Community Service Employment Program (SCSEP)

1. **Program Description:** The SCSEP serves unemployed, low-income persons who are fifty-five (55) years of age and older and who have poor employment prospects by training them in part-time community service assignments and by assisting them in developing skills and experience to facilitate their transition to unsubsidized employment. The SCSEP is part of the Older Americans Act and a partner of the WIOA.
2. **Subrecipient Responsibilities:**
 - a. Determine participant eligibility. Collect and review documentation necessary for registration and enrollment;
 - b. Monitor budgets and expenditures and ensure that all budgeted funds are fully expended by the end of each fiscal year.
 - c. Develop methods of recruitment and selection that will assure the maximum number of eligible individuals have the opportunity to participate in the program.
 - d. Provide a paid orientation to participants that include information on project goals and objectives; community service training assignments; training opportunities; available supportive services; the availability of a free physical examination; participant's rights and responsibilities; CDA Participant Termination Policy; CDA Grievance Policy; CDA Authorized Break in Participation Policy; and permitted and prohibited political activities.
 - e. Conduct individual assessments of the participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; needs for supportive services;

potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment. Assessments must be conducted no less frequently than two (2) times during a 12-month period.

- f. Provide an Individual Employment Plan (IEP) for each participant based on an assessment. IEPs shall be developed in partnership with each participant and must reflect the needs as well as the expressed interests and desires of the participant. The initial IEP should include an appropriate employment goal for each participant. IEPs shall be updated as necessary to reflect information gathered during the participants' assessments. IEPs shall contain goals, action steps to achieve goals, and timelines to complete goals.
- g. Provide or arrange for training for participant specific to their community service assignment or in support of their training needs identified in their IEP.
- h. Submit all requests for an OJE to OCDB for submittal to CDA for approval prior to exercising the OJE with any participants. OJE training is permitted with the same employer, but no more than five (5) times per year for the same job category.
- i. Obtain and record the personal information necessary for a proper determination of eligibility for all participants and maintain documentation supporting their eligibility. The income of each participant shall be recertified once every twelve (12) months. Documentation records shall be maintained in a confidential manner. Subrecipient shall ensure that re-certifications are completed prior to participant's anniversary date.
- j. Cooperate with community, employment, and training agencies, including agencies under the WIOA, to provide services to low-income older workers.
- k. Submit a SCSEP Project Quarterly Narrative Progress Reports to OCDB for submittal to CDA each quarter using guidance distributed by CDA.
- l. Follow-up with participants placed into unsubsidized employment to determine whether they are still employed and to make certain that participants receive any follow-up services they may need to ensure retention.
- m. Maintain an up-to-date SCSEP Data Collection Handbook, BCT Partners Data Validation Handbook, and copies of both State and federal departmental requirements so that all responsible persons have ready access to standards, policies, and procedures.
- n. Submit all requests for a Transfer/Change utility transaction in SPARQ to OCDB for submittal to CDA for prior approval.
- o. Not enroll individuals who can be directly placed into unsubsidized employment.
- p. Use the COG's SCSEP Data Collection Handbook, provided on COG's website, for DOL policy guidance, frequently asked questions, and revisions to the handbook.
 - Provide participants with twenty-four (24) hours of sick leave at the start of each program year, provided the participant have been with SCSEP longer than ninety (90) days.
 - Ensure that unspent sick leave time will not be carried over to the following program year.
 - Provide participants with the opportunity to use paid sick days beginning on the 90th day of the training assignment.
 - Ensure that participants who are on sick leave are not permitted to participate in any trainings, workshops, and/or meetings.
 - Ensure that when a participant uses sick leave, the participant must record absent hours on that pay period's time sheet.
 - Establish an internal formal policy to implement provision of paid sick leave
 - Disseminate to participants:

- Postings
 - Signed form to acknowledge receipt of the policy/information
 - Track accruals and usage of paid sick leave
- q.** Meet the biennially negotiated performance measures established by the DOL, which include the following core measures:
- Hours of community service employment.
 - Percentage of project participants who are in unsubsidized employment during the second quarter after exit from project.
 - Percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from project.
 - Median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project.
 - Indicators of effectiveness in serving employers, host agencies, and project participants.
 - The number of eligible individuals served.
 - The number of most-in-need individuals served.
- r.** Approve Job Assignment Descriptions and execute host agency Agreements;
- s.** Collect, review and approve all participants timesheets for processing of payroll. Due dates for the entire year shall be posted and distributed in advance;
- t.** Provide paychecks on a bi-monthly basis to all enrolled participants;
- u.** Provide direct-deposits of paychecks to those participants requesting that option;
- v.** Provide workers comprehensive insurance to all enrolled participants;
- w.** Conduct Quarterly meetings with SCSEP participants to review procedures and update program changes;
- x.** Conduct an annual meeting with SCSEP host agency supervisors to review procedures and update program changes;
- y.** Maintain and update participant files and all required documents;
- z.** Track participant participation to ensure that the combined hours of work experience, training and meetings does not exceed the part-time community service assignment threshold;
- aa.** Coordinate with WIOA related activities including, but are not limited to, co-enrollment in WIOA programs and job development activities;
- bb.** Meet or exceed all performance outcomes as stated in Attachment D of the Contract;
- cc.** Meet all timelines, in accordance with data entry and reporting requirements as outlined in OCDB Policy 06-OCWDA-04 and subsequent updates;
- dd.** Conduct annual performance evaluations for each SCSEP participant. Document the progress of each participant at the work site. Interview the participant to determine whether he/she is knowledgeable about the duties in the community service assignment description, is satisfied with the assignment, has suggestions for improvements, and is making efforts to obtain unsubsidized employment;
- ee.** Conduct annual performance evaluations for each host agency. Interview the Supervisor to discuss the possibility of hiring the participant, whether he/she is satisfied with the work being performed by the participant and whether he/she has suggestions for changes in the assignment description, including the possibility of placing the participant in an assignment with more responsibility or providing training that will make the participant more employable; and
- ff.** Conduct and document work-site, health and safety evaluations annually.
- gg.** Identify additional resources to help provide gas and/or mileage reimbursement and other supportive services for this population through partners, foundations, donations or other means; and
- hh.** Ensure that there are sufficient staff resources dedicated to this program to meet program obligations and outcomes.

Subrecipient shall operate the SCSEP in accordance with the terms of this Contract and all applicable provisions of the current California Department of Aging (CDA) State Standard Agreement Terms and Conditions, which are incorporated herein by reference. (Terms and Conditions can be accessed at <https://www.aging.ca.gov/ProgramsProviders/AAA/>).

3. Deliverables:

- a. **Submit all required SPARQ forms** to capture new enrollments, community service assignments, breaks in service, exits or any participant updates in the system; and
- b. **Submit payroll spreadsheet** to OCDB administrative office twice monthly, to coincide with your payroll.
- c. **Submit Project Quarterly Narrative Progress Reports** to describe project activities, strategic partnerships, accomplishments, challenges, significant issues and resolution, technical assistant, successes, and promising practices.
- d. **Match/In Kind Contribution:** Subrecipient shall track in-kind match on a monthly basis. The amount of the contribution shall be indicated on the monthly invoices. **Amount of match required is \$98,035.**

V. PERFORMANCE STANDARDS

A. **Performance Measures:** Subrecipient shall meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams included in this Contract. Subrecipient must maintain performance standards set for quality and quantity of service. Subrecipient shall work to ensure quality and quantity program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the OCDB. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds. Subrecipient may be subject to corrective actions, termination of the contract, or sanctions, including contract suspension and/or withholding of funds, if performance levels agreed to in this Contract, falls below a specified level each month and/or each quarter. The corrective action may include appropriate measures designed to improve the performance of the local area.

B. Core Performance Measures for this Contract include:

- a. **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.)
- b. **Percentage of project participants who are in unsubsidized employment during the second quarter after exit from the project.** (The number of participants employed in the second quarter after the exit quarter divided by the number of participants who exited during the reporting period.)
- c. **Percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from the project.** (The number of participants who exited during the reporting period who are employed in unsubsidized employment during the fourth quarter after the exit quarter divided by the number of participants who exit during the reporting period.)
- d. **The median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the quarter.** (For all participants who exited and are in unsubsidized employment during the second quarter after the exit quarter: The wage that is at the midpoint (of all the wages) between the highest and lowest wage earned in the second quarter after the exit quarter.)

-
- e. **Indicators of effectiveness in serving employers, host agencies, and project participants.** (Effectiveness in serving participants, employers, and their host agencies with their experiences and the services provided.)
 - f. **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.)
 - g. **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 Social Security 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 WIOA 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.)
- C. **MIS Submission/Reporting:** Subrecipient shall adhere to MIS procedures for data entry, **timelines** and reporting requirements. Refer to the latest OCDB policies, State Information Notices and Directives and subsequent updates for complete information and guidance.
- 1. **Subrecipient shall input data timely into the data reporting system/s, or if applicable, submit MIS paperwork for all participant activities and necessary updates in participant information and activities for input into the data reporting system as defined in OCDB Policy 17-OCDB-02.** Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Contract;
 - 2. Subrecipient shall use the most current templates provided by the OCDB. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;
 - 3. Subrecipient shall review and approve all paperwork submitted to the OCDB;
 - 4. Subrecipient shall review all available system reports and rosters for any corrections or updates needed to ensure up-to-date information is reflected in the system/s;
 - 5. Subrecipient shall comply with data verification requirements listed in the latest OCDB policy and any subsequent updates;
 - 6. Subrecipient shall immediately implement and adhere to future policy revisions and changes or enhancements in procedures and processes pertaining to MIS submission and reporting including data entry and data management.
- D. **Follow-up Forms** shall be required for **Quarters 1, 2, 3 and 4 following participant exit**
- 1. **Supplemental Income:** If employment status of the participant is confirmed through supplemental information, follow-up forms reporting this supplemental information shall be completed and submitted for entry into the system. Subrecipient shall submit supplemental information for exiters 'Not Found' in Unemployment Insurance (UI) Base Wage Records within specified timeframes noted in 'Base Wage' letters for specific quarters. Subrecipient shall be responsible for analyzing wage records data.
- E. **Regional/State Plans and OCDB Initiatives:** Deliverables, goals and core performance measures pertaining to service delivery shall be met.
- F. **Corrective Action Plans:** Performing below any individual performance measure for any quarter shall be subject to the following corrective action:
- 1. Technical assistance and assessment of the causes of the low performance;
 - 2. Development and implementation of appropriate corrective action plan(s) to ensure contractual compliance;
 - 3. Monitoring of subsequent performance to assess the impact of the corrective action plan(s);

4. Corrective action plans shall include a date for responding to observations, questions, concerns and findings.

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

G. Accounting and Fiscal Controls

1. Subrecipient shall operate program in accordance with 2 CFR 2900, et al. (Department of Labor – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), all applicable provisions of 2 CFR Part 200, et al., Generally Accepted Accounting Principles (GAAP) and CFRs as indicated in Exhibit 7 of this Contract.
2. Authorized signatures for execution of documents, amendments, budget modifications and invoices are limited to those individuals identified in Exhibit 8.
3. Invoice templates and any necessary updates thereof shall be provided by the OCCR Accounting Department.

All program invoices including two original sets with wet signatures are due to the Orange County Community Resources (OCCR) Accounting Office by the twentieth day (20th) following the month being reported.

4. Accurate and complete invoices are invoices whereby:

- Personnel is invoiced based upon an approved organization chart;
- Personnel supporting documentation is included with each invoice;
- There are no negative line item balances in any row;
- YTD invoiced amounts are correct;
- Leverage/match, if required, is included on the monthly invoice;
- All required program specific sub-categories are included on the invoice;
- Any temp staff charges are reported separately;
- OJT/CT log in OCDB-approved format must accompany invoices.

Invoices with errors will be returned to Subrecipient for re-submission.

A master salary spreadsheet identifying all staff and their allocation across programs shall be submitted to the OCDB administrative office by August 19, 2019.

H. Budgets and Budget Modifications

1. Budgets contained in Attachment C of this Contract are high-level budgets. **Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2019 invoices, a detailed line-item budget must be submitted to the County of Orange administrative office for approval.** Budget templates will be provided by the County of Orange. Invoices shall be submitted based upon these detailed budgets
2. Budget modifications are limited as outlined in Information Notice No. 11-OCWDA-03. OCDB initiated adjustments do not count towards the three allowed each year.

VI. DELIVERABLES

Subrecipient shall submit the reports and data detailed within the Scope of Services and summarized below. Page references and timelines for submission are also indicated.

A. DELIVERABLES SUMMARY:

II. SERVICE STANDARDS	Due Date
Verification of all internal monitoring [p. 7]	Upon Request
Organizational Chart [p. 10]	July 1, 2019
III. SERVICE DELIVERY	Due Date
Internal Policies and Procedures [p. 11]	August 1, 2019
IV. SPECIAL PROGRAMS	Due Date
SCSEP SPARQ Forms [p. 12]	As specified by OCDB policy
SCSEP Payroll Spreadsheet [p. 12]	Twice monthly at payroll
SCSEP In-Kind Tracking [p.13]	20 th of each month (with invoices)
V. PERFORMANCE	Due Date
MIS Data Entry [p. 14]	As specified by OCDB policy
Follow-up forms (SCSEP only) [p. 14]	As specified by OCDB policy
Supplemental Data, as applicable [p. 14]	As specified in 'Base Wage' letters
Corrective Action Plans, as applicable [p. 15]	As directed by OCDB staff
Core Performance Measure Data, as applicable	As directed by OCDB staff
Invoices [p. 16]	20 th of each month
Master Salary Spreadsheet [p. 16]	August 17, 2019
Detailed line-item budget [p. 16]	Prior to submission of July invoice
SCSEP Quarterly Narrative Progress Reports	Quarterly; on a date as directed by OCDB staff



PAYMENT/COMPENSATION

WORKING WARDROBES FOR A NEW START SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP) July 1, 2019 – June 30, 2020

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$767,085 for 12-months (July 1, 2019 – June 30, 2020 as set forth in Attachment A Scope of Services) attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and R of the County's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

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

3. PAYMENT TERMS:

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

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

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

Program Invoice(s):

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



4. INVOICING INSTRUCTIONS:

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

The Demand Letter/Invoice must include

1. Subrecipient's name and address
2. Subrecipient's remittance address (if different from 1 above)
3. Name of County Agency Department
4. County Contract Number
5. Service date(s) – Month of Service
6. Delivery Order (DO) / Subordinate Agreement Number
7. Deliverables / Service description (in accordance with Attachment A)
8. Subrecipient's Federal I. D. number
9. Total



BUDGET SCHEDULE

WORKING WARDROBES FOR A NEW START Senior Community Service Employment Program (SCSEP) Program Year 2019-20

This total amount to be funded under this Contract shall not exceed \$767,085. Each project description and corresponding budget under this Contract shall be mutually determined and agreed upon by County and Subrecipient. Project descriptions shall be in Attachment A; herein and corresponding project budgets shall be listed in Attachment C herein.

<u>ADMINISTRATIVE COST</u>	<u>FY 2019-20</u>
Total Admin	\$0
 <u>PROGRAM COST</u>	
Salaries and Benefits	\$658,692
Services and Supplies	\$108,393
 Subtotal Program Cost:	 \$767,085
 <u>TOTAL ANNUAL BUDGET</u>	 \$767,085
 TOTAL CONTRACT BUDGET:	 \$767,085
 LEVERAGED RESOURCES/IN-KIND:	 \$98,035

Note: Profit and Admin are excluded from SCSEP budget.

Budgets contained in Attachment C of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2019 invoices, a detailed budget must be submitted to the OCDB office for approval. Budget templates will be provided by the OCDB. Invoices shall be submitted based upon these detailed budgets.

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

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



STAFFING PLAN

Working Wardrobes for A New Start Senior Community Service Employment Program (SCSEP) July 1, 2019 – June 30, 2020

Title	FTE*
SCSEP Program Coordinator	1.0 FTE
SCSEP Program Assistant	0.8 FTE
Total:	1.8 FTE

*FTE = Full-Time Equivalent

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

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

PERFORMANCE STANDARDS

WORKING WARDROBES FOR A NEW START SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP) CORE PERFORMANCE MEASURES/GOALS, PY 2019-20 (July 1, 2019 to June 30, 2020)		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Modified Positions	Total number of modified positions	53
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	151.9%
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	78.5%
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 Social Security 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 WIOA 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.)	2.79
Quarter 2 Employment	Of those not employed at the time of participation, the percentage of project participants who are in unsubsidized employment during the second quarter after exit from the project. The number of participants employed in the second quarter after the exit quarter divided by the number of participants who exited during the reporting period.	34.9%
Quarter 4 Employment	Of those not employed at the time of participation, the percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from the project. The number of participants who exited during the reporting period who are employed in unsubsidized employment during the fourth quarter after the exit quarter divided by the number of participants who exit during the reporting period.	31.3%
Median Earnings	The median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the quarter. For all participants who exited and are in unsubsidized employment during the second quarter after the exit quarter: The wage that is at the midpoint (of all the wages) between the highest and lowest wage earned in the second quarter after the exit quarter. ,.	\$3,795
Customer Satisfaction	Indicators of effectiveness in serving employers, host agencies, and project participants. Effectiveness in serving participants, employers, and their host agencies with their experiences and the services provided:	
	Participant Satisfaction (from surveys)	86.9%
	Host Agency Satisfaction (from surveys)	85.9%
	Employer Satisfaction (from surveys)	85.8%

Overview of the Older Americans Act Reauthorization of 2016 (OAA-2016) requires SCSEP performance measures to align with WIOA primary indicators of performance.

DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name

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

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

CERTIFICATION

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

Official's Name

Orange

Date Executed

Executed in the County of Orange

Contractor or Grantee Recipient Signature and Title

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

Name

Title

Authorized Signature

Date

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

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

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

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

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

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

Grantee/Contractor Organization

Name

Title

Authorized Signature

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Actions:</p> <p>a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Actions:</p> <p>a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing</p> <p>b. material change</p> <p>For material change only: Year: _____ Quarter: _____ Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity Prime Subawardee</p> <p>Tier _____ if known</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name/Description</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheets SF-LLL-A, if necessary)</p>	<p>10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply): \$ Actual Planned</p>	<p>13. Type of Payment (check all that apply)</p> <p>a. retainer</p> <p>b. one-time free</p> <p>c. commission</p> <p>d. contingent fee</p> <p>e. deferred</p> <p>f. other specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p>a. cash</p> <p>b. in-kind: specify: nature: _____ value: _____</p>		
<p>14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:</p>		
<p>15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<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>_____</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,



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

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

PURPOSE:

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

REFERENCES:

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

BACKGROUND:

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

ATTACHMENTS:

Reimbursement Policy Status Form (RPS-1)

POLICY:

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

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

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

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

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

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

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:

OC Community Resources Accounting
1770 N. Broadway, 4th Floor
Santa Ana, CA 92706

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

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

ACTION:

Distribute this policy to all appropriate staff

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