

CONTRACT No. 19-28-0015-Y

BETWEEN

COUNTY OF ORANGE

AND

KRA CORPORATION

FOR

**WIOA YOUNG ADULT CAREER PROGRAM
(REGIONS 7 and 8)**

FUNDING SOURCE: 100% FEDERAL

CFDA:

17.259 WIOA Youth Activities

FAIN #AA-28305-16-55-A-6

Funding Agency

Department of Labor



CONTRACT

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ATTACHMENTS

- Attachment A – General Program Requirements
- Attachment B – Scope of Services
- Attachment C – Budget Schedule
- Attachment D – Performance Standards

EXHIBITS

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

This Agreement No. 19-28-0015-Y, 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 "KRA Corporation," a Maryland for-profit corporation, DUNS Number 197287501, with a place of business at 11830 West Market Place, Suite M, Fulton, Maryland 20759-2432 hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY," or collectively as "PARTIES."

ATTACHMENTS & EXHIBITS

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

- Attachment A – General Program Requirements
- Attachment B – Scope of Services
- Attachment C – Budget Schedule
- Attachment D – Performance Standards
- Exhibit 1 – Drug Free Workplace Certification
- Exhibit 2 – Debarment and Suspension Certification
- Exhibit 3 – Certification Regarding Lobbying
- Exhibit 4 – Disclosure Form to Report Lobbying
- Exhibit 5 – OC Community Resources Contract Reimbursement Policy

RECITALS

WHEREAS, Congress enacted the "Workforce Investment Act of 1998," subsequently reauthorized on July 22, 2014 as the Workforce Innovation and Opportunity Act (WIOA), hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; Workforce Investment Act citations, rules, and regulations cited herein shall continue to be implemented until such time Workforce Innovation and Opportunity Act issued guidance and/or regulations supersede such citations, rules, and regulations; and

WHEREAS, SUBRECIPIENT responded to a Request for Proposal (RFP) for FY 2016-17 Workforce Innovation and Opportunity Act (WIOA) Young Adult Career Program Services RFP and was deemed eligible for funding; and

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

WHEREAS, COUNTY approved an allocation of \$275,986.00 (Two Hundred Seventy-Five Thousand Nine Hundred Eighty-Six Dollars and 00 Cents) in Program funding to SUBRECIPIENT for Fiscal Year 2016-17 to carry out certain program services/activities; and

WHEREAS, COUNTY approved an allocation of \$372,687.00 (Three Hundred Seventy-Two Thousand Six Hundred Eighty-Seven Dollars and 00 Cents) in Program funding to SUBRECIPIENT for Fiscal Year 2017-18 to carry out certain program services/activities; and

WHEREAS, COUNTY approved an allocation of \$629,800.00 (Six Hundred Twenty-Nine Thousand Eight Hundred Dollars and 00 Cents) in Program funding to SUBRECIPIENT for Fiscal Year 2018-19, to carry out certain services/activities; and

WHEREAS, COUNTY wishes to renew this CONTRACT and has approved an allocation of \$645,700.00 (Six Hundred Forty-Five Thousand Seven Hundred Dollars and 00 Cents) in Program funding to SUBRECIPIENT for the period of July 1, 2019 through June 30, 2020, to carry out certain services/activities; and

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

NOW, THEREFORE, the PARTIES mutually agree as follows:

Terms and Conditions:

1. **Coordination/Administration of CONTRACT:** COUNTY'S OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR"), and OC Community Services/Community Investment Division project coordinator (hereinafter referred to as "COUNTY'S PROJECT MANAGER") shall assume responsibilities through coordinating the grant under the Act, its Regulations, and the WIOA services provided by the COUNTY. The COUNTY'S Contract Manager (hereinafter referred to as "CONTRACT MANAGER") shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.
2. **Purpose:** The purpose of the program funded by this CONTRACT is to provide workforce innovation activities that increase employment, retention, earnings and occupations skill attainment through local workforce development systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement and development activities, job matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange County and the United States. SUBRECIPIENT shall ensure that the program funded hereby shall comply with this purpose.
3. **Term of CONTRACT:** The effective term of this CONTRACT shall commence on July 1, 2019 and terminate on June 30, 2020, subject to the provisions of this CONTRACT; however, SUBRECIPIENT shall perform such duties extending beyond this term, including but not limited to obligations with respect to indemnification, audits, monitoring, reporting and accounting. SUBRECIPIENT and CONTRACT MANAGER may mutually agree in writing to extend the CONTRACT for a period of up to twelve (12) months, provided that COUNTY'S maximum obligation stated in this CONTRACT does not increase as a result, and on the same terms and conditions upon mutual CONTRACT of the PARTIES in writing without further Board action. Pursuant to the provisions contained herein, the CONTRACT may be terminated earlier.
4. **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'S PROJECT MANAGER for use of any all proposed Program Income; and
- B. Set-up and maintain a separate bank account for any proposed Program Income and account for any and all such income received;
- C. Report to COUNTY'S PROJECT MANAGER any and all Program Income received no later than thirty (30) days from the date of receipt; record the amount received on Internal financial records; and indicate the amount received on the monthly claim submitted to COUNTY'S PROJECT MANAGER.

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

SUBRECIPIENT shall not spend any of the proposed Program Income unless or until such time as COUNTY'S PROJECT MANAGER 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'S PROJECT MANAGER 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.

5. 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 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.

6. Fiscal Accountability:

- A. Financial Management System: 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:
 - i. Information pertaining to tuition rates, payments, and educational assistance payments; and
 - ii. Source documentation to support accounting records; and
 - iii. Proper charging of costs and cost allocation.
- B. SUBRECIPIENT'S Record: SUBRECIPIENT'S records shall be sufficient to:
 - i. Permit preparation of required reports; and

- ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for;
 - iv. Permit tracking and reporting of leveraging as required by SB734.
- C. **Costs Charged:** Cost shall be charged to this CONTRACT only in accordance with the following:
- i. The Act; and
 - ii. 20 CFR Part 683;
 - iii. State implementing legislation.
 - iv. Requirements of Other Funding Sources

7. 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 COUNTY.

8. 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 with the SUBRECIPIENT'S concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, the SUBRECIPIENT'S ability to deliver services, or the CONTRACT schedule, the SUBRECIPIENT shall give the COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the 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 CONTRACT MANAGER, 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 set forth in this CONTRACT.

9. Nondiscrimination 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; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 CFR 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 CFR Part 33 and 38. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

- B. SUBRECIPIENT shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this CONTRACT by reference and made a part hereof as if set forth in full.
- C. In the performance of this CONTRACT, SUBRECIPIENT and its subcontractors shall not deny the CONTRACT'S benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. 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 9 of the CONTRACT in all subcontracts to perform work under this CONTRACT.
- E. SUBRECIPIENT will give written notice of its obligations under this Paragraph 9 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 PROJECT MANAGER and shall permit COUNTY'S PROJECT MANAGER access, during business hours, to books, records and accounts in order to ascertain SUBRECIPIENT'S compliance with the above non-discrimination requirements.
10. **Payments:** SUBRECIPIENT agrees that any and all funds received under this CONTRACT shall be disbursed or encumbered on or before June 30, 2020, and that any and all funds remaining as of June 30, 2020 which have not been disbursed or encumbered shall be returned by SUBRECIPIENT to COUNTY within thirty (30) days of the expiration or earlier termination of the CONTRACT as provided herein. No expense of SUBRECIPIENT will be reimbursed by COUNTY if incurred after June 30, 2020. No SUBRECIPIENT expense shall be paid if billing is received by COUNTY after July 31, 2020.

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

- A. Monthly Payments. Beginning August 1, 2019, upon receipt and approval by OC Community Services/Community Investment Division (CID) of SUBRECIPIENT'S invoice showing the 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 \$645,700.00 (Six Hundred Forty-Five Thousand Seven Hundred Dollars and 00 Cents).
- 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. Advance. Notwithstanding (B) above, upon written request and justification of an immediate need based upon cash forecasting from SUBRECIPIENT, COUNTY may advance to SUBRECIPIENT a portion of COUNTY'S maximum obligation hereunder. COUNTY'S PROJECT MANAGER shall reduce the amount of monthly payments in the seventh, eighth, ninth, tenth, and eleventh months by an equal amount of any advance payment, under (A) above, to recover any outstanding advance or part thereof.

Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to SUBRECIPIENT which would result in less money remaining unpaid to SUBRECIPIENT than the total of advances made to SUBRECIPIENT.

- D. Invoices. COUNTY will reimburse SUBRECIPIENT for eligible CONTRACT-related costs only. SUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis beginning on August 1, 2019 and must provide adequate documentation as required by COUNTY in accordance with the OC Community Resources Contract Reimbursement Policy for documenting SUBRECIPIENT costs, incorporated herein by reference as Exhibit 5. Failure to provide any of the required documentation will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to SUBRECIPIENT, until such documentation has been received and approved by COUNTY. Invoices are due on the 20th of each month for prior month's expenses.

- 11. 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 and as contained in Attachment D, 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.
- 12. Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of COUNTY'S PROJECT MANAGER. COUNTY staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.
- 13. Modification of Program Components and Service Levels:** The PARTIES hereto agree that those program components and service levels detailed in Attachments A, B, C, and/or D may be modified upon mutual written agreement of the DIRECTOR and SUBRECIPIENT so long as the total payments under this CONTRACT are not increased, makes no material modifications. 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(s) A, B, C, and/or D then the COUNTY shall have the right to unilaterally modify this CONTRACT to meet such requirements.
- A. CONTRACT MANAGER may at any time, by written change order to 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 Young Adult Career Program

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 CONTRACT MANAGER shall make a good faith effort to reach agreement with respect to change orders, which affect the price of services under the CONTRACT. 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 COUNTY'S PROJECT MANAGER describing the request and its impact on the Scope of Services and Budget Schedule. COUNTY'S PROJECT MANAGER will review the request and respond in writing within ten (10) business days. COUNTY'S PROJECT MANAGER'S decision whether to approve the request or request Board of Supervisors' approval shall be final. COUNTY CONTRACT MANAGER may approve a request that meets all of the following criteria:

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

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

- C. If any portion of the funds distributed to the SUBRECIPIENT under this CONTRACT, is deemed ineligible under the Act by the COUNTY, Employment Development Department, Department of Labor, or any applicable State or Federal Government Agencies, the SUBRECIPIENT shall return all funds deemed ineligible to the COUNTY within 30 days of the receipt of written notice from the COUNTY.

14. Access and Records:

- A. Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to SUBRECIPIENT'S activities, books, documents and papers (including computer records and emails) and to records of SUBRECIPIENT'S SUBSUBRECIPIENTs, 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 agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. SUBRECIPIENT shall make available its books, documents, papers, financial records, etc., within twenty-four (24) hours 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 as specified in 2 CFR 200.333-337. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this CONTRACT; or (2) costs and expenses of this CONTRACT to which COUNTY or any other governmental agency takes exception, shall be retained until final resolution or disposition of such appeals, litigation, claims, or exceptions.
- C. Liability. SUBRECIPIENT shall pay to COUNTY the full amount of COUNTY'S liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to SUBRECIPIENT'S failure to perform under this CONTRACT.
- 15. Breach of CONTRACT:** The failure of the SUBRECIPIENT to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:
- A. Terminate the CONTRACT immediately, pursuant to Paragraph K herein; and
- B. Afford the SUBRECIPIENT written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach; and
- C. Discontinue payment to the SUBRECIPIENT for and during the period in which the SUBRECIPIENT is in breach;
- D. Offset against any monies billed by the SUBRECIPIENT but yet unpaid by the COUNTY those monies disallowed pursuant to the above.
- 16. Conditions Affecting Work:** 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.
- 17. 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 relatives; sub-tier SUBRECIPIENTS; and third parties associated with accomplishing work and services hereunder. The SUBRECIPIENT'S efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be

deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.

18. **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.
19. **Consulting CONTRACT – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
20. **SUBRECIPIENT Personnel:** The SUBRECIPIENT warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT.
21. **SUBRECIPIENT'S PROJECT MANAGER and Key Personnel:** The SUBRECIPIENT'S PROJECT MANAGER shall be assigned to this CONTRACT for the duration of this CONTRACT and shall pursue all work and services to meet the CONTRACT timelines. Key personnel are those individuals who report directly to the SUBRECIPIENT'S PROJECT MANAGER.

COUNTY'S PROJECT MANAGER shall have the discretion to direct replacement or reassignment of any SUBRECIPIENT key personnel during the term of this CONTRACT to ensure that all services and deliverables are provided in accordance with Attachment B, Scope of Services.

22. **County of Orange Child Support Enforcement Provision:** 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.
23. **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 (or final renewal), as applicable.
24. **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-Four (24)(A) through Twenty-Four (24)(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-Four (24)(B)(iv) of the Intellectual Property Provisions of this CONTRACT, the requirement for the SUBRECIPIENT to include all Intellectual Property Provisions of Paragraphs Twenty-Four (24)(A) through Twenty-Four (24)(I) of the Intellectual Property Provisions in all contracts and subcontracts it enters into with other parties does not apply to contracts or subcontracts that are for customized and on-the-job training as authorized under 20 CFR WIOA 680.700-850.
 - 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-Four (24)(A) through Twenty-Four (24)(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-Four (24)(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-Four (24)(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-Four (24)(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-Four (24)(A) through Twenty-Four (24)(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.

25. 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 COUNTY PROJECT MANAGER by way of the following process:
 - i. The SUBRECIPIENT shall submit to the agency/department assigned COUNTY'S PROJECT MANAGER a written demand for a final decision

regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.

- ii. 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 proceed with the provision of services under this CONTRACT. The SUBRECIPIENT'S failure to proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the CONTRACT MANAGER. If the COUNTY fails to render a decision within ninety (90) days after receipt of the SUBRECIPIENT'S demand, it shall be deemed a final decision adverse to the SUBRECIPIENT'S contentions. Nothing in this Paragraph 25 shall be construed as affecting the COUNTY'S right to terminate the CONTRACT for Cause or Terminate for Convenience as stated in Paragraph K herein.

- 26. 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.

27. EDD Independent Contractor Reporting Requirements:

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 contractor. An independent contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

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

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

- 28. 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 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 this Paragraph 28 shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.
- 29. 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.
- 30. 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.
- 31. Debarment:** SUBRECIPIENT shall execute and abide by the Debarment and 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 CFR Part 98.
- 32. Lobbying:**
- A. SUBRECIPIENT shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit 3 and incorporated herein by this reference. SUBRECIPIENT shall complete and immediately forward to the COUNTY'S PROJECT MANAGER the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit 4 and incorporated herein by this reference, if SUBRECIPIENT, or any person, firm or corporation acting on SUBRECIPIENT'S behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this CONTRACT or funds to be received by SUBRECIPIENT pursuant to this CONTRACT.
 - B. SUBRECIPIENT agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
 - C. SUBRECIPIENT shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).
- 33. 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>.
- 34. 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.
- 35. 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.
- 36. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

For COUNTY:
 County of Orange
 OC Community Resources
 OC Development Board
 COUNTY'S PROJECT MANAGER
 1300 South Grand Ave., Bldg. 'B', 1st Flr
 Santa Ana, CA 92705-4407

For SUBRECIPIENT:
 KRA Corporation
 11830 West Market Place, Suite M
 Fulton, Maryland 20759-2432
 Attn: Patrick Boxall

- 37. 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."
- 38. 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.
- 39. Precedence:** The CONTRACT documents consist of this CONTRACT and its attachments and exhibits. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the recitals and articles of this CONTRACT, and then the attachments and exhibits.
- 40. COUNTY'S PROJECT MANAGER:** The COUNTY shall appoint a Project Manager to act as liaison between the COUNTY and the SUBRECIPIENT during the term of this CONTRACT. The COUNTY'S PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with the SUBRECIPIENT.
- 41. 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.
- SUBRECIPIENT shall maintain records and submit such reports, data and information regarding the performance of SUBRECIPIENT'S services, activities, costs or other data relating to this CONTRACT, in the form and at such time as COUNTY'S PROJECT MANAGER may require. COUNTY'S PROJECT MANAGER may modify the provisions of this Paragraph 41 without further Board of Supervisors action upon written notice to SUBRECIPIENT.
- 42. Termination – Orderly:** After receipt of a termination notice from the COUNTY, the SUBRECIPIENT shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by

the COUNTY upon written request of the 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 plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.

SUBRECIPIENT may terminate this CONTRACT without penalty after ninety (90) days written notice, unless otherwise specified. Notice shall be deemed served on the date of mailing. Exercise by SUBRECIPIENT to terminate the CONTRACT shall relieve SUBRECIPIENT of all further obligations after the ninety (90) day written notice; but does not release SUBRECIPIENT of any provision of this Agreement which imposes any obligation described herein up to or after termination of this Agreement that shall survive the termination or expiration of this Agreement.

- 43. 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 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.
- 44. 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.

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Program Specific Terms and Conditions

45. 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.

46. 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.

47. 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.

48. 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.

49. Modification of Budget Schedule:

Upon written approval of CONTRACT MANAGER, SUBRECIPIENT shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total contract is not increased, and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of CONTRACT MANAGER. A modification of the Budget Schedule may include the addition of any new budget category.

Approval of the Budget Modification by CONTRACT MANAGER includes approval of the new Budget Category. Frequencies of Budget Modification request initiated by SUBRECIPIENT are outlined in specified CID policy. Budget modifications are limited to once each Quarter. Budget modification requests will not be processed after April 30.

- 50. 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.

- 51. Annual Audit:** SUBRECIPIENT shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIOA funds received from COUNTY, in accordance with the Act, 20 CFR WIOA Part 683.200, and 2 CFR 200 Subpart F and 2 CFR 2900 Subpart F. SUBRECIPIENT shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by SUBRECIPIENT.
- 52. Corporate Status:** All corporate SUBRECIPIENTS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by SUBRECIPIENT immediately in writing to COUNTY'S PROJECT MANAGER.
- 53. 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 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.

54. 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 agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this CONTRACT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the COUNTY unless otherwise agreed to by both PARTIES.

55. Other Requirements – Program Confidentiality

- A. Without prejudice to any other paragraph of this CONTRACT, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and State law. However, SUBRECIPIENT shall submit to COUNTY, the State of California and/or the United States government or their representatives, all records requested for administrative purposes, including audits, examinations, monitoring and verification of reports submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.
- B. SUBRECIPIENT shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to SUBRECIPIENT under this CONTRACT to sign an agreement with SUBRECIPIENT before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to SUBRECIPIENT by COUNTY, except as may be required to provide services under this CONTRACT or to those specified in this CONTRACT as having the capacity to audit SUBRECIPIENT, and as to the latter, only during such audit. SUBRECIPIENT shall provide reports and any other information required by COUNTY in the administration of this CONTRACT, and as otherwise permitted by law.
- C. The State of California Information Practices Act of 1977 sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties. The disclosure of information from student records is governed by the Federal Family Educational Rights and Privacy Act (FERPA) and in part by the State of California Education Code and SUBRECIPIENT Policies Applying to the Disclosure of Information and

Student Records. It is the purpose of these policies to provide reasonable interpretations of those laws and to protect the student's right to privacy. The Federal Family Educational Rights and Privacy Act (FERPA) is a U.S. federal law that protects the privacy of student records. Generally, this law states schools must have written permission from the student in order to release any information from a student's education record.

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.

56. 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 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.

57. Scope of Services: This CONTRACT specifies the Contractual terms and conditions by which the COUNTY will procure services from SUBRECIPIENT as further detailed in Attachment A, General Program Requirements, Attachment B, Scope of Services, and Attachment D, Performance Standards which are part of this CONTRACT and which by this reference are all incorporated herein and made a part hereof as if fully set forth.

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

entity. The DUNS number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>.

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

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

COUNTY reserves the right to verify and validate any information during the entire term of the CONTRACT.

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General Terms and Conditions:

- A. **Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire CONTRACT:** This CONTRACT, contains the entire CONTRACT between the PARTIES with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by CONTRACT MANAGER.
- C. **Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the PARTIES; no oral understanding or agreement not incorporated herein shall be binding on either of the PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. Intentionally left blank.
- E. **Delivery:** Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed Scope of Services. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by COUNTY.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** SUBRECIPIENT expressly warrants that the goods covered by this CONTRACT are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon SUBRECIPIENT'S part to indemnify, defend and hold COUNTY and its indemnitaries as identified in Paragraph "Z" below, and as more fully described in Paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- 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, but not limited to, attorney's fees, costs and expenses.

- 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 or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- J. **Non-Discrimination:** In the performance of this CONTRACT, 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 all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the SUBRECIPIENT. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** SUBRECIPIENT shall be considered an independent contractor and neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall be considered an agent or an employee of COUNTY. Neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- N. **Performance:** SUBRECIPIENT shall perform 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 services furnished by the SUBRECIPIENT under this CONTRACT. SUBRECIPIENT shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.

O. **Insurance:****Insurance Provisions**

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 sub-SUBRECIPIENTs 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, agree to all 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:

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

Required Coverage Forms

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

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

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, employees, agents and employees** as Additional Insured, 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 and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

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/or Network Security & Privacy Liability are "claims made" policies, 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 department address listed on the solicitation.

If the SUBRECIPIENT fails to provide the insurance certificates and endorsements within seven (7) days of notification to 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 the 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, 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.

The SUBRECIPIENT has confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Paragraph Q herein.

- 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 thirty-six (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, or where any provision hereof is validly asserted as a defense, each party shall bear its 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 has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other PARTY hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.
- 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, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The SUBRECIPIENT shall retain all such documentation for all covered employee, consultants and subcontractors 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, or 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 Provisions:** 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") and the state of California 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, its agents, employees and subcontractors and 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 to 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 surviving entity in a merger or acquisition or, in the event of liquidation, 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 Deputy Purchasing Agent 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 change order to cover those costs has been issued.

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

***KRA Corporation**

By: _____

By: _____

Name: Patrick Boxall
(Print)

Name: _____
(Print)

Title: Vice President & COO

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: _____
Dylan Wright, Director
OC Community Resources

Dated: _____

**APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL**

DocuSigned by:
By: *Golnaz Zandieh* Golnaz Zandieh
DEPUTY COUNTY COUNSEL

Dated: 5/1/2019



GENERAL PROGRAM REQUIREMENTS

The General Program Requirements have been designed to provide the framework wherein the SUBRECIPIENT will provide services to participants. The Workforce Investment Act (WIA) was reauthorized on July 22, 2014 as the Workforce Innovation and Opportunity Act (WIOA). Training and Employment Notices (TENs), Training and Employment Guidance Letters (TEGLs), Employment Development Department (EDD) Directives, EDD Subgrant Agreement and other issued guidance by Federal or State entities, provide initial guidance for WIOA both statewide and for local workforce investment systems.

I. Governance

SUBRECIPIENT agrees to comply, remain informed, and deliver services consistent with the provisions of the Workforce Innovation and Opportunity Act (WIOA), COUNTY'S Policies, COUNTY'S Area's Strategic Four Year Regional and Local Plans, applicable sections of the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement. Where local policy has not been set, SUBRECIPIENT agrees to adhere to state or federal policy, as appropriate.

II. Governance References

- A. Workforce Innovation and Opportunity Act (WIOA) of 2014 Department of Labor, Employment and Training Administration, 20 CFR Parts 601,651,652, et al. WIOA Final Rule, Department of Labor, Employment and Training Administration, 20 CFR Part 676,677and 678 WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; WIOA Final Rule.
- B. Information Bulletins, Directives and any other federal and/or state guidance documents pertaining to the WIOA.
- C. Actions, directives, and policy and procedures issued by the COUNTY or staff relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements.
- D. Titles VI and VII of the Civil Rights Act of 1964.

III. Orange County One-Stop System

SUBRECIPIENT shall partner 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 COUNTY or the Orange County Board of Supervisors.

IV. 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.

V. Subaward Information

- a. Subrecipient Name: KRA Corporation
- b. Subrecipient's Unique Identifier (DUNS): 19-728-7501
- c. Federal Award Identification Number (FAIN): AA-28305-16-55-A-6
- d. Federal Award Date: 10/05/2016
- e. Subaward Period of Performance: July 1, 2019 – June 30, 2020
- f. Total Amount of Federal Funds Obligated by the Action: \$645,700.00

CFDA	FAIN	Award Date	Formula Funds	Amount
17.259	AA-28305-16-55-A-6	04/01/2018 - 06/30/2020	Out-of-School Youth	\$645,700.00

- g. Total Amount of Federal Funds Obligated to the Subrecipient: \$645,700.00
- h. Total Amount of the Federal Award: \$645,700.00
- i. Federal Award Project Description: provide services and access to tools that support programs provided by the Community Investment Division / Orange County Development Board (OCDB).
- j. Federal Awarding Agency: Department of Labor
- k. Name of PTE: Employment Development Department and County of Orange
- l. Contact Information for the Awarding Official: Carma Lacy, Executive Director (714) 480-6420 Carma.Lacy@occr.ocgov.com
- m. CFDA Number and Name: 17.259 WIOA Youth Activities
- n. Whether Award is R&D: No
- o. Indirect Cost Rate for the Federal Award: Not to Exceed 10%

VI. Subrecipient or Contractor

In accordance with the requirements of 2 CFR 200.330 (Subrecipient and SUBRECIPIENT determination) and for the purpose of this Agreement, KRA Corporation is determined to be a Subrecipient.



SCOPE OF SERVICES

SUBRECIPIENT must perform all services and and adhere to all requirements set forth herein in a manner satisfactory to the COUNTY and consistent with standards and requierements as set forth in the Act.

I. PROJECT SUMMARY

SUBRECIPIENT must provide WIOA employment and training services to young adults between the ages of seventeen (17) through twenty-four (24) for Out-of-School Young Adult (OSY).

II. WIOA YOUNG ADULT CAREER PROGRAM REQUIREMENTS [WIOA, §129 (c)(1)(A-C)]

- A. SUBRECIPIENT shall provide WIOA Young Adult Career Program identified under the Act. WIOA Young Adult Career Programs must provide the following:
1. Outreach and recruitment (inclusive of eligibility determination) conducted within established young adult jurisdictional boundaries in order to attract a sufficient number of young adults who are in need of and would benefit from the services provided and who meet the eligibility requirements to receive such services.
 2. An Objective Assessment of the young adults' readiness for meaningful work. This is an individual assessment of each participant's academic and employability skill levels with a review of basic and occupational skills, prior work experience, interests, and aptitudes (including interest in non-traditional jobs). It includes a time frame for anticipated involvement in the program and description of needs, including but not limited to supportive services and developmental needs, for the purpose of identifying appropriate services and a career pathway for each participant.
 3. An Individual Service Plan (ISP) for each participant that shall identify appropriate goals and performance outcomes for young adults with corresponding achievement goals based on objective assessments. The service strategy shall identify a career pathway that includes education and employment goals and the strategy for each participant shall be linked to 1 or more of the performance indicators described in WIOA §116 (b)(2)(A)(ii). As the needs of the participant change and goals are met, the ISP will be modified and updated accordingly. Time of service must be directly linked with the ISP. The ISP is a "living document" and is the foundational plan for the WIOA services a participant receives. Continued evaluation will ensure progress toward the achievement of the participant's goals and objectives.

4. Work-Readiness: preparation for unsubsidized employment opportunities with connections to the job market through local and regional employers. Work Readiness skill activities could include but is not limited to: career related assessment and goal setting, pre-employment training, work maturity, work experiences/internships, job shadowing, career explorations and On-the-Job training.
5. Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized post-secondary credential.
6. Preparation for post-secondary educational and training opportunities.
7. Strong linkages between academic instruction and occupational education that lead to the attainment of recognized post-secondary credentials.
8. Preparation for unsubsidized employment opportunities.
9. Effective connections to employers, including small employers, in-demand industry sectors and occupations of local and regional labor markets.
10. On-going employment and training services and counseling throughout the program and 12- month follow-up period geared toward the different needs of the participants. Employment and Training Specialists must contact participants at least one time per month; an actual service must be provided and documented. The Employment and Training Specialists will be responsible for tracking the young adults' progress, assisting the young adult in identifying and overcoming any barriers, providing career and motivational counseling, acting as an advocate on behalf of the young adult and referring the young adults to other resources that can meet their needs as identified in the ISP. Employment and Training Specialists must contact and monitor referral services that are non-WIOA funded young adult career program elements to ensure the activity is of high quality and beneficial to the participant (20 CFR 681.470).
11. Supportive Services Coordination: The SUBRECIPIENT shall coordinate and manage the provision of supportive services to WIOA registrants (subject to limitations in The Act and COUNTY'S policies) to overcome barriers to young adults' job search, training or placement. WIOA supportive services shall only be issued after a need has been identified and when no other funding is available to pay for such services. The SUBRECIPIENT is responsible for managing the provision of supportive services in a cost efficient manner to ensure non-duplication of resources and services. Supportive services may include but are not limited to transportation, childcare, work-related tools, and clothing.
12. Post-Exit Follow-up Services for a minimum of 12 months to ensure continued success for young adults upon exit and the attainment of established performance standards. Post-Exit Follow-Up Services include, but are not limited to: job shadowing; group meetings; one-on-one meetings; adult mentoring; peer mentoring; team leadership; educational opportunity; supportive services; tutoring; work experience; job retention; regular contact with the young adults' employer, addressing work-related problems that arise, assistance with job development, career development and further education, work related support groups, resume updates, job referrals, workshops, tracking the progress of young adults in employment after training, and guidance and counseling. Employment and Training Specialists must provide support to young adults and employers to identify and eliminate any barriers that may prevent a young adult from attaining performance outcomes, enhancing their skills and staying on the course toward self-sufficiency.

Success of WIOA program requires a focused emphasis on Post-Exit Follow-up Services, as reflected in new WIOA performance requirements.

13. Volunteers: Providers shall make opportunities available for individuals who have successfully participated in the program to volunteer assistance to young adult participants in the form of mentoring, tutoring, and other activities. [WIOA §129 (c)(8)].

- B. SUBRECIPIENT of WIOA Young Adult Program shall comply with the Act's requirements which requires that Young Adults have access to the following fourteen (14) program elements. [WIOA § 129 (c)(2)]
1. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
 2. Alternative secondary school services, or dropout recovery services, as appropriate;
 3. Paid and unpaid work experiences that have as a component academic and occupational education, which may include-
 - i. Summer employment opportunities and other employment opportunities available throughout the school year; Work experience must be linked to activities that will result in meeting WIOA performance measures and may not be provided on a stand-alone basis.
 - ii. Pre-apprenticeship programs;
 - iii. Internships and job shadowing; and
 - iv. On-the-job training opportunities;
 4. Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved, as determined by the local board
 5. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
 6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
 7. Supportive services, including but not limited to transportation and childcare that are necessary to enable the young adults to participate in activities. The rationale for supportive services must be documented on the ISP, and adherence to the provisions and requirements in the COUNTY'S Supportive Services policy is required.
 8. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
 9. Follow-up services for not less than 12 months after the completion of participation, as appropriate; Follow-up contact form must be completed for the first, second, third, and fourth quarters after exit.
 10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
 11. Financial literacy education through FDIC Money Smart;
 12. Entrepreneurial skills training;

13. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
14. Activities that help young adults prepare for and transition to postsecondary education and training.

SUBRECIPIENT must ensure that if a program element is not funded with WIOA Title 1 youth funds, an agreement is in place with a partner organization to ensure that the program element will be offered [20 CFR §681.470]. Copies of the agreement(s) must be submitted to the COUNTY.

C. Target Population for SUBRECIPIENT'S WIOA Young Adult Program must be as follows:

1. Eligibility for services is limited to young adults ages 17-24 who reside in the COUNTY, meet the Out-of-School Young Adult (OSY) and In-School Young Adult (ISY) eligibility criteria, have the legal right to work in the U.S., and have registered for Selective Services (if male 18 years of age or older).

A. An In-School Young Adult is an individual who is:

- i. attending school (as defined by State law), not younger than age 17 or older than age 21 at the time of enrollment
- ii. low income [WIOA §3(36)]
- iii. and have one or more of the following barriers to employment:
 - a. Deficient in basic literacy skills [WIOA §3 (5)]
 - b. An English language learner (WIOA §203)
 - c. Homeless, a runaway or in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or in an out-of-home placement
 - d. Offender
 - e. Pregnant or parenting
 - f. A young adult who is an individual with a disability;
 - g. An individual who requires additional assistance to complete an educational program or to secure and hold employment (See Section 2C below)). Not more than five (5) percent of the ISY assisted may be solely eligible under this barrier [WIOA §129 (a)(3)(B)].

B. An Out-of-School Young Adult is an individual who is:

- i. Not attending any school (as defined under State law);
- ii. Not younger than age 17 or older than age 24 at time of enrollment;
- iii. and one or more of the following:
 - a. A school dropout;
 - b. A young adult who is within the age of compulsory school attendance, but has not attended school for at least the most recent complete school year

calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters;

- c. A recipient of a secondary school diploma or its recognized equivalent who is a **low-income** individual and is either basic skills deficient or an English language learner;
- d. An individual who is subject to the juvenile or adult justice system;
- e. A homeless individual, a runaway, an individual who is in foster care or has aged out of the foster care system, a child eligible for assistance under section 477 of the Social Security Act (42 U.S.C. 677), or an individual who is an out-of-home placement
- f. Pregnant or parenting;
- g. An individual with a disability;
- h. A **low-income** individual who requires additional assistance to enter or complete an educational program or to secure or hold employment (See section 2C below).

2. Additional Assistance Barriers to Employment shall be defined as:

- A. Individuals who require additional assistance to complete an educational program, or to secure and hold employment, including an individual who has two or more of the following:
 - i. Is an emancipated young adult.
 - ii. Has been referred to or is being treated by an agency for substance abuse related problem.
 - iii. Has experienced a recent traumatic event, is a victim of abuse, or resides in an abusive environment as documented by a school official or professional.
 - iv. Has a serious emotional, medical or psychological problems as documented by a professional.
 - v. Has never held a job (does not apply to young adults seventeen (17) years of age and younger).
 - vi. Has been fired from a job within the 12 months prior to application (does not apply to young adults seventeen (17) years of age and younger).
 - vii. Has never held a full-time job for more than 13 consecutive weeks (does not apply to young adults seventeen (17) years of age and younger).
 - viii. Attends a continuation school.
 - ix. Is involved in gang related activities.
 - x. Has an incarcerated parent/legal guardian.
 - xi. Immigrant/refugee young adult with substantial cultural barriers.

3. SUBRECIPIENT shall target and/or serve any specific populations the COUNTY, Service Delivery and Performance Committee, and/or U.S. Department of Labor (U.S. DOL) identify as special or priority populations.

4. SUBRECIPIENT shall provide access to services for eligible fourteen (14) through sixteen (16) year old individuals through referrals to partner agencies and non-WIOA programs as applicable.
 - a. SUBRECIPIENT agrees to adopt policies to ensure access for all young adults including those with special needs such as those with literacy deficits; physical or learning disabilities; limited English language proficiency, and substance abuse.
- D. Information and Referrals - Each participant or applicant who meets the maximum income criteria to be considered an eligible young adult shall be provided:
 1. Information on the full array of applicable or appropriate services available through other eligible providers or One-Stop Partners.
 2. Referral to appropriate training and educational programs that have the capacity to serve the participant or applicant either on a sequential or concurrent basis.
- E. SUBRECIPIENT shall ensure that an applicant who does not meet the enrollment requirements of the particular program or who cannot be served:
 1. Shall be referred for further assessment, as necessary and/or
 2. Referred to appropriate programs to meet the basic skills and training needs of the applicant.
 3. SUBRECIPIENT shall maintain tracking of the referrals made, including the individual's name, the referral made, and the date of the referral.
- F. SUBRECIPIENT shall ensure that each male participating in any program or activity under this Title has complied with Section 3 of the Military Selective Service Act [50 U.S.C. App. 453]. Any male who becomes eighteen (18) years of age while participating in a WIOA program must register within 30 days of his eighteenth (18th) birthday [WIOA, § 189 (h)].
- G. SUBRECIPIENT shall adhere to all federal, State, and COUNTY policies and procedures, including but not limited to those relating to customer access, marketing strategies, service linkages, and best practices. SUBRECIPIENT shall work in coordination with the COUNTY office.
- H. At minimum, SUBRECIPIENT shall provide services in English, Spanish and Vietnamese in addition to the languages that reflect the demographics of the region.

III. PERFORMANCE ACCOUNTABILITY MEASURES

- A. WIOA sets forth six (6) young adult performance measures for the WIOA Young Adult Career Program(see performance matrix in Attachment D for further details). [WIOA §116 (b)(2)(A)]
 1. The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.
 2. The percentage of program participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.

3. The median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program. The percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent (subject to clause (iii) of WIOA regulations), during participation in or within 1 year after exit from the program.
 4. The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.
 5. The indicators of effectiveness in serving employers.
- B. SUBRECIPIENT shall meet or exceed required federal, State and local standards, measurements and outcomes of all funding streams included in this CONTRACT and subsequent updates. Failure to meet performance levels may be grounds for funding de-obligation.
- C. SUBRECIPIENT shall ensure that participant activities remain uninterrupted in accordance with service delivery requirements

IV. STAFF TRAINING AND CAPACITY BUILDING

SUBRECIPIENT shall develop a Staff Training / Capacity Building Plan to ensure all staff receives ongoing training and development, and up-to-date information on Federal, State and local rules, regulations, and policies.

V. SYSTEM SECURITY AND CONFIDENTIALITY

SUBRECIPIENT agrees to the following:

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

1. Federal Law: The Identity Theft and Assumption Deterrence Act, enacted by Congress in October 1998 (and codified, in part, at 18 U.S.C. §1028).
2. State Law: Cal. Penal Code § 530.5-530.7.
3. Department of Labor: Guidance on the Protection of Personal Identifiable Information (PII).
4. Uniform Guidance: 2 CFR 200.303 – Safeguarding Personally Identifiable Information.
5. COUNTY Information Technology Usage Policy and Technology Security Policy.

VI. NON-DISCRIMINATION AND GRIEVANCE PROCEDURES

- A. SUBRECIPIENT must abide by the following State Directive and COUNTY Policy and Procedure, and/or any subsequent updates, related to Equal Opportunity.
- B. SUBRECIPIENT must abide by the following State Directive and COUNTY Policy and Procedure, and/or any subsequent updates, related to Program Grievance.

VII. OPERATIONS

- A. SUBRECIPIENT shall be responsible to train all staff assigned to the WIOA Young Adult Career Program, including SUBSUBRECIPIENT(s), if any and partner agency personnel, in all program rules, regulations, policies and procedures including but not limited to eligibility, employment and training services, CalJOBS, MIS, job development, targeted recruitment and completion of required forms and reports.
- B. SUBRECIPIENT shall be responsible to keep current on and implement all final WIOA regulations, EDD Directives and Bulletins, U.S. DOL Training and Employment Guidance Letters (TEGLs), Information Notices (TEINs), Technical Assistance Guides (TAGs), and COUNTY Policies and Procedures. SUBRECIPIENT is held responsible for all final WIOA regulations, but of special note is Federal Register Section 681.470, 681.480, 681.600, 681.610, and 683.510 including the New Federal Uniform Guidance referenced in WSIN 14-58.
- C. SUBRECIPIENT shall obtain letters of agreement with partners providing in-kind or cash-match leverage. A copy of letters shall be given to the COUNTY.
- D. Service and System Operating Costs - SUBRECIPIENT shall establish and maintain a budget consistent with the requirements and policy of the COUNTY and WIOA.
- E. Internal Monitoring – SUBRECIPIENT shall conduct internal monitoring of all programs funded under this CONTRACT at least on a monthly basis to ensure compliance with legislation, regulations, bulletins, directives and local policies and procedures. Internal monitoring procedures must be in writing.

SUBRECIPIENT shall establish and follow a standardized review methodology that will result in written reports to record findings, any needed corrective action, and due dates for the accomplishment of corrective actions.

Written results of the monthly internal monitoring and corrective action taken as a result of the internal monitoring must be available to COUNTY staff, upon request. Internal monitoring will include, but is not limited to the following:

1. Review of all files to determine that eligibility criteria have been met and supporting documents have been secured.
 2. Random file review for ISP updates; case note documentation; attendance verification; ITA/WEF documentation; placement verification; supportive service documentation and delivery; post placement follow-up and post-exit services.
 3. Verification of participant's attendance and employment information.
 4. Verification of proper documentation for performance outcomes, including, but not limited to pre- and post- testing for literacy/numeracy, credentials, employment verification, supplemental data, and gaps in service delivery.
- F. Data Collection, MIS, and Reporting – SUBRECIPIENT shall adhere to MIS procedures for data entry, timelines and reporting requirements. Refer to the latest **COUNTY** policies, State Information Notices and subsequent updates for complete information and guidance.
- G. SUBRECIPIENT shall enter timely MIS data for all participant activities and necessary updates in participant information and activities for input into the data reporting system. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this CONTRACT;
1. SUBRECIPIENT shall use the most current templates provided by the COUNTY. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;
 2. SUBRECIPIENT shall submit forms as directed by the COUNTY;
 3. SUBRECIPIENT shall review and approve all paperwork submitted to the COUNTY;
 4. SUBRECIPIENT shall comply with the performance measures as defined in WIOA Section 116(b)(2)(A)(ii).
 5. SUBRECIPIENT shall comply with data verification requirements listed in the latest COUNTY policy and any subsequent updates; and,
 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.

VIII. BUDGET

- A. SUBRECIPIENT shall adhere to the WIOA Young Adult approved budget as delineated in Attachment C of this CONTRACT.
- B. SUBRECIPIENT shall adhere to invoice procedures outlined Exhibit 5 and/or any subsequent updates. At the beginning of each fiscal year and with any subsequent funding increase or decrease, SUBRECIPIENT will be required to submit a list of personnel, their job description, salary and the full time equivalent percentage of their time that will be allocated for each funding stream. SUBRECIPIENT shall provide the personnel and actual percentage of their time as supporting documentation to each invoice.

- C. SUBRECIPIENT shall submit two originally signed copies of the monthly invoice, personnel breakdown, and operational costs breakdown by the 20th day of each month for the previous month's expenditures. SUBRECIPIENT shall answer any questions regarding invoices. Invoices with incorrect or disallowed costs will be returned to SUBRECIPIENT with an explanation.
- D. In case the SUBRECIPIENT has a need to adjust budget line items (without increasing their total funding allocation), SUBRECIPIENT shall complete all budget modification forms necessary for processing request and shall attain approval from the designated COUNTY'S PROJECT MANAGER before making any changes to or invoicing differently from the budget in Attachment C under this CONTRACT. Decreases in direct client service line items (participant wages, miscellaneous client fees, and/or student supplies) will not be accepted after the end of the second quarter. Budget modifications will not be considered for processing if received more than 10 days after the end of the third quarter. No more than one budget modification request will be considered per quarter.
- E. With the exception of information required to complete State MIS reporting requirements, if SUBRECIPIENT knows they will be unable to comply with required due dates for standard information requested by WIOA, the SUBRECIPIENT must submit a letter to the appropriate party self-documenting their inability to comply.

IX. COORDINATION OF SERVICES

- A. Service Delivery: SUB-RECIPIENT must serve Workforce Innovation and Opportunity Act (WIOA) Out-of-School Young Adults that require continuing services as well as eligible Out-of-School Young Adults in the following regions:

Region 7

Aliso Viejo, Laguna Beach, Laguna Hills, Laguna Niguel, and Laguna Woods (including adjacent unincorporated areas)

Region 8

Dana Point, San Clemente, and San Juan Capistrano (including adjacent unincorporated areas)

- B. Service Locations:
27128 Paseo Espada, Suite 1524, San Juan Capistrano, CA 92675
- C. Network of Partners: SUBRECIPIENT shall maintain a network of partners to ensure services are provided to eligible young adults in accordance with the required 14 elements as identified in [WIOA § 129 (c)(2)]. SUBRECIPIENT shall provide partners and services including, but not limited to the following:
 - 1. Satellite / Other Service Locations should be used to meet young adults in their immediate community in order to provide services. Regular scheduled times and locations shall be developed and maintained, and included in marketing and outreach materials. SUBRECIPIENT shall work in coordination with the COUNTY office.

2. SUBRECIPIENT shall coordinate and manage the provision of supportive services to WIOA registrants in accordance with the COUNTY's Information Notice on Supportive Services. Supportive services shall include, but are not limited to, housing, food, transportation, clothing, childcare, medical and dental services, and other costs that may be a barrier to an individual's job search, training or placement. Supportive services shall only be issued after a need has been identified and when no other funding is available to pay for such services. SUBRECIPIENT is responsible for managing the provision of supportive services in as cost efficient manner as possible to ensure fair distribution and non-duplication of resources and services. SUBRECIPIENT shall develop an internal approval process and ensure compliance with the COUNTY'S Information Notice on Supportive Services.
3. Academic Services including, but not limited to basic skills remediation, high school completion, GED completion, alternative secondary school, and pre-vocational and vocational training.
4. Tutoring Services including, but not limited to both off-site and on-site tutoring by qualified volunteers and personnel.
5. Career Exploration Activities offered through community colleges, school districts and other agencies that provide hands-on activities and experiential learning. This includes labor market information or other tools to enhance career pathway exploration.
6. Life Skills Training including, but not limited to, conflict management, civic responsibility, community service, leadership development, and decision-making skills.
7. Comprehensive Guidance Counseling including, but not limited to mental health, behavioral health, and drug and alcohol counseling.
8. Other activities and services that will support the implementation of and transition to the WIOA.

D. Leveraged Resources:

1. Leveraged resources shall be defined as cash match and/or in-kind resources that will not only supplement the WIOA program but definitively result in direct cost savings to the program. The cost savings must correlate to an expense that would otherwise be included in the program budget, for which this expense has no other alternative source free of cost. SUBRECIPIENT shall provide leveraged resources as identified in this CONTRACT.

X. SERVICE STANDARDS AND GUIDELINES

A. SUBRECIPIENT shall have the following Hours of Operation

1. Hours of operation shall be, at a minimum, from 8:00 a.m. to 5:00 p.m. Monday through Friday. Non-traditional hours of operation including nights and weekends are strongly encouraged and may be mandated. The COUNTY reserves the right to mandate hours of operation that will most effectively serve the needs of its participants. SUBRECIPIENT shall change hours of operations in accordance with the needs of the participants, including evening and weekend hours, as necessary.

2. SUBRECIPIENT shall adhere to the COUNTY Holiday Schedule and shall not close during school Winter Break and Spring Break. Other closures besides those coinciding with the below holiday schedule are not permitted.

Holiday Schedule:

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

SUBRECIPIENT shall adhere to the COUNTY calendar for specific holiday dates.

B. Marketing and Outreach

1. SUBRECIPIENT shall submit an outreach and recruitment plan to COUNTY in accordance with the date specified in Attachment D.
 - a. The outreach and recruitment plan shall identify specific organizations, including but not limited to community agencies, alternative schools, and adult education schools.
 - b. The outreach and recruitment plan shall include target groups and special populations.
 - c. The outreach and recruitment plan shall include marketing methods, and strategies to ensure performance outcomes are met. SUBRECIPIENT shall work in coordination with the COUNTY office.
2. SUBRECIPIENT shall submit all outreach and recruitment materials that reference elected officials and COUNTY shall be submitted to the COUNTY administrative office for review and approval prior to use. The COUNTY will require a minimum of three (3) working days to review and approve. All published materials shall promote the Orange County WIOA Young Adult Programs and/or the Orange County One-Stop System. SUB-RECIPIENT may keep their logo on the site, but it should be secondary to the One-Stop Young Adult logo.
3. All logos and naming conventions shall be provided by the COUNTY to maintain quality and consistency. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.

4. These materials should include appropriate America's Job Center of California (AJCC) tagline consistent with the local AJCC branding standards.

SUBRECIPIENT shall provide marketing and outreach materials to the COUNTY administrative offices by July 31, 2019, and are subject to COUNTY'S approval.

- C. Printed Materials: Printed materials and other information provided by the SUBRECIPIENT must be, at minimum in English, Spanish and Vietnamese, in addition to the languages specific to the demographics of the region. **Printed materials must be pre-approved by the COUNTY prior to distribution.**

- D. Notice and Communication Requirements:

1. 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 must be indicated. If the SUBRECIPIENT does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative.
2. For information and services accessed electronically, SUBRECIPIENT shall establish a procedure which assures that the notice requirements of Title 29 CFR Part 38 are met.
3. Distributed publications, broadcasts, and other communications, which promote WIOA programs or activities, must include the following tagline:

'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.'

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

'If you need special assistance to participate in this _____ meeting, workshop, etc.), call _____ or the TDD at _____. Please call 48 hours in advance to allow the _____ Young Adult Career Program) to make reasonable arrangements to ensure accessibility to this _____ (meeting, workshop etc.)

5. SUBRECIPIENT shall submit written publications to COUNTY for approval prior to distribution.

- E. Management Information System/CalJOBS:

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

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

System	Hardware Required	Software Required	Connectivity
Client Workstation	<p>Processor: PIII or higher</p> <p>Memory: 2 GB of RAM or higher</p> <p>Display: Super VGA (800 X 600) or higher-resolution video adapter and monitor</p>	<p>Operating System:</p> <p>Microsoft Windows 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/ Object¹/ Microsoft Silverlight 3²</p> <p>DynamSoft HTML5 Document Scanning</p>	<p>Minimum:</p> <p>Dedicated broadband or high speed access, 380k or higher</p>
Staff/ Administrator Workstation	<p>Processor: PIII or higher</p> <p>Memory: 2GB of RAM or higher</p> <p>Display: Super VGA (800 X 600) or higher-resolution video adapter and monitor</p>	<p>Operating System:</p> <p>Microsoft Windows 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>Microsoft Silverlight 3</p> <p>DynamSoft HTML5 Document Scanning</p>	<p>Minimum:</p> <p>Dedicated broadband or high speed access, 380Kbps or higher</p>

Supported Browsers:

For best results, use a current version of one of the following supported browsers:

- Microsoft Internet Explorer 11
- Mozilla Firefox 50 or higher
- Apple Safari 10 or higher
- Google Chrome 55 or higher

SUB-RECIPIENT shall:

1. Ensure strict adherence to all state and COUNTY requirements related to CalJOBS;

2. Ensure efficient internal data entry and data management processes that requires timely input of participant data in CalJOBS;
3. Establish quality control procedures to protect the integrity of data pertaining to participants, services and outcomes;
4. Ensure that staff designated to handle data entry and data management are given prior training on CalJOBS functionalities and limitations;
5. Implement a system to establish staff accountability for data entered;
6. Establish a review process for CalJOBS reports that include participant rosters and other reports provided by the COUNTY; and
7. Ensure strict adherence to proper handling of personally identifiable information (PII) and other confidential participant information.

SUB-RECIPIENT shall ensure immediate implementation of any future changes in data collection and reporting per direction from the COUNTY.

- F. SUBRECIPIENT'S Program Enrollments shall be as follows:
1. Each young adult is enrolled in the program for an expected term linked to the Individual Service Plan (ISP).
 2. All young adults must receive Post-Exit Follow-Up Services for a minimum of twelve (12) months after exit.
 3. SUBRECIPIENT shall meet the monthly enrollment goals as identified in Attachment D of the CONTRACT.
- G. Quality Assessment/Review
- SUBRECIPIENT shall be responsible for internal monitoring of their fiscal/procurement and program operations which includes, but is not limited to, a quality assurance system to review case files, including CalJOBS electronic files, client's WIOA eligibility determination and documentation, ISPs, Crystal Report rosters, gaps in service delivery, provision and documentation of substantial services, timely client exit, performance outcomes, follow-up activities, property management (including maintenance of up-to-date equipment inventory lists in each service location, purchases, expenditures and invoices, federal and state requirements for universal programmatic and physical access to services and activities (including access for individuals with disabilities). Quality and consistency of services among locations, programs and staff is essential. SUB-RECIPIENT shall identify staff responsible for conducting internal monitoring.
1. SUBRECIPIENT shall establish and follow a standardized review methodology that:
 - a. Includes procedures for monitoring programs and subcontractors 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.

SUB-RECIPIENT shall be able to produce all internal monitoring documentation upon request by the COUNTY administrative office.

2. In addition to Item #1 above, the SUBRECIPIENT shall follow their regular (day-to-day) internal review processes to support high standards of service provision and documentation. This shall include periodic file review and immediate correction of issues noted.
 3. SUB-RECIPIENT shall conduct a Hallmarks of Excellence Self-Assessment. The template will be provided by the COUNTY. **SUB-RECIPIENT shall provide the results to the COUNTY administrative office by December 31, 2019.**
 4. SUB-RECIPIENT 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 COUNTY.
 5. SUB-RECIPIENT shall participate in industry-wide forums to learn about best practices, improvements in service delivery, recommend corrective actions, implement process improvements. These activities shall be included in the Monthly Reports.
- H. File Maintenance and Documentation: An electronic case file shall be maintained for every enrolled participant in CalJOBS. SUBRECIPIENT is required to establish and enforce professional standards for case file set up and maintenance with emphasis on accuracy and consistency. At a minimum, the CalJOBS electronic file, shall include documentation of each of the following:
1. Program eligibility/determination of need;
 2. Customer signature evidence of EO and programmatic grievance forms;
 3. All source documents needed for validation;
 4. All applicable CalJOBS MIS forms
 5. Initial and/or Comprehensive Assessments, as applicable;
 6. Pre and Post Testing Documentation, as applicable;
 7. Individual Services Plan (ISP), including all updates of services provided and completed;
 8. Completed resume;
 9. Approved Individual Training Account (ITA) voucher (if applicable);
 10. Progress reports, time and attendance if receiving WIOA funded training. For non-WIOA funded training, SUBRECIPIENT shall require the customer to provide attendance verification from the school as a condition of receiving other WIOA services;
 11. Worksite Agreement, customer assignment description, timesheets, evaluation forms, and other pertinent documents if receiving On-the-Job Training (OJT) or Work Experience (WEX), if applicable
 12. Supportive Services, Incentives, or Stipends;
 13. Notes showing provision of all substantial services provided.

- I. Employment and Training Specialists
1. SUBRECIPIENT is responsible for training all employment and training specialists in Federal, State, and local laws, regulations and policies; CalJOBS; WIOA eligibility; program services; supportive services; job development, incentives; ISP, case notes, and MIS.
 2. SUBRECIPIENT shall ensure that all employment and training specialists and other WIOA Young Adult Career Program staff have access to both electronic and hard copy of the updated versions of the Eligibility Technical Assistance Guide (TAG), COUNTY policies and procedures, and federal and state laws, regulations, and policies.
 3. SUBRECIPIENT shall contact their participants at least one time per month.
 4. SUBRECIPIENT shall be responsible for tracking the participant's progress, assisting in identifying and overcoming each individual's barrier(s), providing career and motivational counseling, acting as an advocate on behalf of the participant and referring the participant to other resources that can meet the needs that are identified in the ISP.
 5. Minimum case load levels shall be 1:70, and shall include participants that are new enrollments and those participants continuing services in the program year prior to exit.
- J. Incentives and Stipends Policy
SUBRECIPIENT may implement an incentive and stipend plan for participants in accordance with the COUNTY'S WIOA Incentives and Stipends Policy - and any subsequent updates.
- SUBRECIPIENT shall provide an updated Incentive and Stipend Policy to the COUNTY administrative offices by July 31, 2019 for review and approval.**
- K. Volunteers
SUBRECIPIENT will vet all program volunteers in accordance with their organizational policy to ensure the safety of all WIOA program participants.

XI. PROGRAM REQUIREMENTS

SUBRECIPIENT'S WIOA Young Adult Program shall consist of the following program requirements:

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

B. Objective Assessment

1. The Objective Assessment shall include an evaluation of academic and employability skill levels, interests, values, aptitudes, abilities, and educational and employment history.

C. Individual Service Plan (ISP)

1. SUBRECIPIENT shall use the COUNTY-approved ISP. Guidelines for ISPs are contained in the COUNTY'S ISP policy.
2. SUBRECIPIENT shall work collaboratively with the participants to develop basic skills, educational, and career goals.
3. The ISP shall record barriers, plan for education and career achievement, program services, literacy and numeracy gains, supportive services, Work Experience Focus (WEF), training, and incentives.
4. SUBRECIPIENT shall ensure that each participant must have an ISP.
5. SUBRECIPIENT shall update ISP at regular intervals including, but not limited to enrollment in activities, accomplishment of goals and activities, and completion of services.
6. SUBRECIPIENT shall also utilize a long term career planning tool in addition to the ISP which will clearly outline future career pathway steps to attain a position with rate pay equal to or greater than the current earning rate needed to sustain a one bedroom apartment in Orange County. Orange County Workforce Report shall be referenced each year to determine current minimum rate.

D. Work Experience Focus (WEF)

WIOA prioritizes paid and unpaid work experience that has an academic and occupational education component as a critical program element [WIOA §129(c) (2) (C), §129(c) (4), 20 CFR §681.590, TEGL 23-14]. The law requires local areas spend a minimum of twenty (20) percent of funds on paid and unpaid work experience and the COUNTY has enacted a minimum of thirty (30) percent to be spent on work experience therefore, the SUBRECIPIENT shall comply with the minimum of thirty (30) percent to be spent on work experience. Program expenditures on the work experience program element include wages as well as staffing costs for the development and management of work experiences [TEGL 23-14]. The work experience eligible expenditures and respective requirements, herein referred to as Work Experience Focus (WEF), is comprised of the following four categories:

1. Summer employment opportunities and other employment opportunities available throughout the school year (commonly referred to as WEX) are planned, structured learning experiences that occur in a workplace for a limited period of time and are designed to provide exposure to the working world and its requirements. These work experiences provide young adults with opportunities for career exploration and skill development. The worksite may include public, private profit or not-for-profit organizations. The duration of the WEX shall not exceed 10 months with a maximum of 600 hours, at prevailing California minimum wage if paid.

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

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

Prior to a participant starting their WEX:

- a. SUBRECIPIENT shall complete a site visit at the potential worksite to ensure the environment is safe.
 - b. The worksite supervisor must complete an orientation which delineates their responsibilities as a worksite and training site.
 - c. A Worksite Agreement between the SUBRECIPIENT and the Worksite must be completed.
 - d. SUBRECIPIENT shall be responsible for ensuring payment to the participant is completed in accordance with SUBRECIPIENT payroll policies.
 - e. SUBRECIPIENT shall maintain payroll records and timesheets in the participant case files.
 - f. SUBRECIPIENT shall make regular visits to the worksite and maintain ongoing contact with the participant and his/her supervisor.
2. Pre-apprenticeship programs – program or set of strategies designed to prepare individuals to enter and succeed in a Registered Apprenticeship program and has a documented partnership with at least one Registered Apprenticeship program (TEN 13-12 and 20 CFR §681.480)
 3. Internships and job shadowing
 4. On-the-job training opportunities as defined in WIOA §3(44) and in 20 CFR §680.700. OJT is defined as occupational training provided by an employer after direct hire of the individual in exchange for a reimbursement of up to 50% of the wage rate to compensate for the employer's extraordinary training costs. Currently, the program reimburses up to 50% of the wages for up to 500 hours with a minimum wage as established by COUNTY. OJT young adult participants shall be engaged in productive work in a job that: (1) provides knowledge or skills essential to the full and adequate performance of the job; (2) provides reimbursement to the employer \ for the extraordinary costs of providing the training and additional supervision related to the training; (3) is limited in duration to the time necessary for a participant to become proficient in the occupation for which training is being provided, taking into account the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual service plan; and (4) is sponsored by an employer or employer association.
 5. As OJTs are a useful and effective way of severing employment for young adults, it is a priority of the system to make OJTs available. SUBRECIPIENT shall be required to enter into OJTs with employers. If unable to meet this requirement, SUBRECIPIENT is encouraged to either seek out training, sub-contract with an entity/partner who is capable of securing OJTs with employers or other means as necessary to meet the deliverable.

SUBRECIPIENT shall follow the COUNTY'S Information Notice regarding Work Experience Focus, as well as WIOA guidance issuances.

- E. Individual Training Accounts (ITAs)
 1. OSY ages eighteen (18) to twenty-four (24) may receive training under an ITA.
 2. SUBRECIPIENT shall follow the COUNTY policy regarding ITAs. The policy outlines requirements of ITA training in accordance with the COUNTY Approved Training Partner Directory (ATPD). The provision of ITAs with Young Adult Career Program funding is contingent upon the extension of the Statewide Waiver and all subsequent waiver updates under WIOA. Proposed WIOA sections would eliminate the need for a waiver and adjust the age range to eighteen (18) to twenty-four (24).

F. ITA and OJT Leverage
 All young adults that will receive ITA or OJT training may be considered for co-enrollment with the WIOA Adult program in order to be in compliance with Senate Bill [SB 734]. Passed in September 2011, SB 734 requires at least 30% of the combined total of Adult and Dislocated Worker WIOA formula fund allocations be spent on workforce training services effective PY 2019-20. To address the provisions of SB 734 and state-imposed requirements, the COUNTY identified and established training investment expectations that support skills development and occupational skills training services for young adults co-enrolled in WIOA Adult formula-funded programs.

G. Ongoing Services and Post-Exit Follow-Up Services

SUBRECIPIENT shall follow the requirements set forth in this section:

Ongoing Services to Avoid Gaps in Services and Post-Exit Follow-Up services	
Ongoing Services to Avoid Gaps in Services	<ul style="list-style-type: none"> • SUBRECIPIENT shall ensure that participants are engaged in and receive substantial services every 60 to 90 days to avoid gaps in services. Substantial services include, but are not limited to workshops, job shadowing, tutoring/academic assistance, SAT preparation, work experience, pre-vocational training, career exploration activities, and job search assistance. • A substantial service does not include: <ol style="list-style-type: none"> 1. A standard mailing; 2. A basic question answered with little expenditure of staff time; 3. Access to or use of electronic self-services; 4. A determination of eligibility to participate in the program; 5. Self-described job search that does not result in a referral to a job; or 6. Contact with participant or employer to only obtain employment status, educational progress or need for additional services or income support payments.

<p>Post-Exit Follow-Up Services</p>	<ul style="list-style-type: none"> • SUBRECIPIENTS shall ensure the following: Post Exit Follow-Up Services are required to be provided at minimum, 12 months after exit. • Allowable activities and services include: <ol style="list-style-type: none"> 1. Supportive Services 2. Resume updates 3. Job referrals 4. Tutoring 5. Job shadowing 6. Re-employment planning 7. Workshops 8. Career Exploration Activities
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SUBRECIPIENT must make available the follow-up services to all WIOA Youth for a minimum of 12 months from the date of exit. As a reminder, a participant should not be told they are being “exited” from the program or being put into “follow-up”. It’s up to the SUBRECIPIENT to strategically think about what to call it to ensure that the participants stay engaged.

The goal of follow-up services for youth provided by SUBRECIPIENT must be to enable participants to continue life-long learning and achieve a level of self-sufficiency to ensure job retention, wage gains, and postsecondary education and training progress.

Follow-up services for youth may include, but are not limited to the following program elements:

- Supportive services
- Adult mentoring;
- Financial literacy education;
- Services that provide labor market information and employment information about in-demand industry sectors;
- Activities that help youth prepare for and transition to postsecondary education and training; and
- Other services necessary to ensure the success of the youth in employment and/or postsecondary education.

All youth must receive some form of follow-up services for a minimum duration of 12 months unless the youth declines to receive follow-up services or the youth cannot be located or contacted. The types of services provided and the intensity of services must be determined based on the needs of the youth. Follow-up services must include more than a contact or attempted contact, a service must be provided (if possible). Contacting an individual for securing documentation in order to report a performance outcome does not constitute a follow-up service.

Frequency of Contacts

Participants in follow-up shall be contacted at least once (1) per month. Follow-up may be conducted by telephone, in person, via e-mail (or other social media), or by written correspondence. Preference is for the follow-up to be through a

medium that increases the probability of interaction with the participant and also increases the probability of continued contact.

Follow-up services require contact, interaction, and the provision of an acceptable follow-up service. As an example, a text to provide assistance with a job or work-related problem is follow-up. However, although sending a letter might be considered "following-up", this is not considered a follow-up service since interaction and the provision of an actual follow-up service are required.

Documentation

Minimum monthly contacts and services must be documented in the case notes and Individual Service Plan (ISP). Case notes must include narrative regarding all contacts and services. Additionally, appropriate activity codes (F-codes) for services provided to participants in follow-up must also be added to CalJOBS.

Exceptions

Follow-up services may be discontinued if the participant indicates that they no longer need or want the follow-up contact. The participant must send an email or documentation in writing indicating the participant's desire not to be contacted further. This must be documented in CalJOBS case notes.

- H. **Participant Flow Chart** must include initial engagement, eligibility determination, enrollment, active program participation/achievements and follow-up services. Flow charts shall indicate the movement of participants. Participant flow charts should include approximate time frames to move individuals through the system.

SUBRECIPIENT – shall provide the participant flow chart to the COUNTY administrative offices by July 31, 2019 for review and approval.

- I. **Internal Policies and Procedures** for all WIOA operations and administration shall be developed by the SUBRECIPIENT. All Policies and Procedures shall be reviewed with all staff to ensure full compliance.

SUBRECIPIENT – shall provide all Policies and Procedures, in original Microsoft Word file format, to the COUNTY administrative office by July 31, 2019 for review and approval.

XII. PERFORMANCE

- A. SUBRECIPIENT shall meet or exceed all performance measures and benchmarks outlined in Attachment C and Attachment D of the CONTRACT.
- B. Corrective Action Plans: Performing at or below the contract level on a quarterly basis on any individual performance measure will subject the SUBRECIPIENT to the following corrective actions:
1. Intensive technical assistance and thorough assessment of the causes of the low performance.

2. Development and implementation of appropriate Corrective Action Plan(s) to raise performance.
 3. Monitoring of subsequent performance to assess the impact of the corrective action plan(s).
 4. Failure to achieve the goals set forth in the corrective action plan may result in penalties such as de-obligation of funds or revocation of the CONTRACT with COUNTY. All corrective action plans will include a date for responding to observations, questions, concerns and findings.
- C. Funding reductions and de-obligation may result due to repeat and systemic findings.
- D. Program and Fiscal Monitoring:
1. SUBRECIPIENT will be monitored, at minimum, on an annual basis. Any observations, areas of concerns, and findings will be addressed through a monitoring report. It is the responsibility of SUBRECIPIENT to make all corrections noted. SUBRECIPIENT shall respond to monitoring reports by the date indicated in the report. SUBRECIPIENT agrees to submit all required information on time in order to alleviate outstanding program/monitoring items, observations, concerns and findings.
 2. Ongoing Case File Review: COUNTY will identify case files, including CaJOBS electronic files, to be monitored by COUNTY staff on a quarterly basis. SUBRECIPIENT will be notified at least 24 hours prior to case file review and case files will be selected at random on the scheduled review date. SUBRECIPIENT will receive a written case file review monitoring report. SUBRECIPIENT shall respond to monitoring reports by the date indicated in the report. SUBRECIPIENT agrees to submit all required information on time in order to alleviate outstanding program/monitoring items, observations, concerns and findings.
- E. Customer Satisfaction: SUBRECIPIENT shall conduct satisfaction surveys for program staff, participants and employers in compliance with WIOA Customer Satisfaction Policy for Participants. A policy shall be established to determine the most effective method for gathering feedback from participants and partnering employers. SUBRECIPIENT shall develop and maintain a tracking system to gather and analyze collected data. The report shall be provided on a quarterly basis. In addition, as mentioned in Attachment D of this CONTRACT, each month one customer testimonial (success story) shall be submitted to the COUNTY.
- F. Budgets and Invoices: SUB-RECIPIENT shall create a detailed line item budget. A template will be provided to the SUB-RECIPIENT by the COUNTY. Line item budget shall reflect the requirements in Attachment C. Invoices will be invoiced against the line item budget.

XIII. PARTNERSHIPS

- A. Community Partnerships: Encouraging community partnerships with agencies throughout the County applicable to WIOA Young Adult Programs ultimately enhances the network of resources available to young adults. It is the aim of WIOA and COUNTY to align young adult-serving institutions in order to ease

access, reduce duplication, close service gaps and promote collaboration through strong regional partnerships. SUBRECIPIENT shall establish and maintain on-going relationships with organizations throughout the community, examples include but are not limited to:

Education agencies (K-12, higher education, technical/vocational training schools)

Social service agencies / Temporary Assistance for Needy Families (TANF)

Housing agencies

Probation Department

Foster care, and other related programs

Community Partners and Community Based Organizations

Labor Organizations

Literacy Program Providers

Business Organizations

Mentoring Organizations

- B. Business Partnerships: SUBRECIPIENT shall engage employers to provide industry based advice on career pathways, program delivery and employment opportunities. Close connection with the business community will not only provide participants excellent opportunities for work experience and job placement, continually enhancing a robust and effective OJT program, but will ultimately contribute to the driving force behind appropriate preparation of program participants. The trifecta of labor market information, relationship with and understanding of the needs and future steps of the business community, and subsequent career pathway planning not only ensures young adult program participants success in the labor market but ensures the business community access to an appropriately prepared labor market

XIV. LABOR MARKET INFORMATION / CAREER PATHWAYS

SUBRECIPIENT shall employ strategies that will guide young adults towards various educational and/or employment pathways, promoting a career pathways approach. Young adult participants shall be given the necessary tools to help them better navigate the many options that will enhance their education and/or career desires. Industry recognized credentials and portable credentials are an important advantage in the labor market, allowing individuals to work toward both short and long term employment and career goals. In connection with a career pathways approach, SUBRECIPIENT is required to incorporate innovative program design components relative to industry related credentials and portable credentials. Utilizing regional labor market information and a sector strategy approach, SUBRECIPIENT shall implement a career pathways approach to service delivery. Additionally, SUBRECIPIENT will ensure that the role of labor market information and the career pathway is clearly discussed, understood, and agreed upon by the participant and documented as such in their ISP and case file.

XV. DELIVERABLES

SUBRECIPIENT shall meet the following Performance Standards and Program Services

Deliverable	Due Date
1. Copy of Lease / Rental Agreement for each location in which WIOA funds are being used to pay rent.	July 31, 2019
2. ADA Compliance Checklist for the primary location in WIOA services are being provided.	As needed
3. Outreach and Recruitment Plan	July 31, 2019
4. Identification of satellite and other secondary locations to provide services, including hours of operation	July 31, 2019 and ongoing as new sites are developed
5. Internal Monitoring Procedures and Schedule	August 31, 2019
6. Organizational Chart with contact information	July 31, 2019
7. Partner List	July 31, 2019
8. Incentive and Stipend Plan	July 31, 2019
9. Flow Chart of Services	July 31, 2019
10. Supportive Services Policy	July 31, 2019
11. Description of Program Design including Assessments	July 31, 2019
12. Hallmarks of Excellence Self-Assessment	December 31, 2019
13. List of workshops	July 31, 2019
14. OJT Training Contract	July 31, 2019
15. Nondiscrimination and EO Self-Assessment	December 31, 2019
16. Marketing Materials	July 31, 2019 and ongoing
17. Customer Satisfaction Survey Report	Quarterly
18. Letters of Agreement with partners for in-kind or cash match (leveraged resources).	July 31, 2019 and ongoing as new partnerships are developed.
19. Invoices (see Exhibit 7 for details regarding documentation)	By the 20 th of each month for preceding month
20. Description of and amount of leveraged resources	By the 20 th of each month for preceding month
21. Monthly Reports with Success Stories (at least 1 success story submitted per month)	By the 20 th of each month for preceding month
22. Staff Training / Capacity Building Plan	August 31, 2019
23. EO and Complaint Logs	January 10, 2020



BUDGET YOUNG ADULT PROGRAM

This total amount to be funded under this CONTRACT shall not exceed \$645,700.00. 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 B-1; herein and corresponding project budgets shall be listed in Attachment C-1 herein.

Out-of-School Region 7

<u>PROGRAM ADMIN COST</u>		FY 2019-20
*Indirect cost	\$	12,704.00
 <u>PROGRAM COST</u>		
Salaries and Benefits	\$	104,695.00
Services and Supplies	\$	68,066.00
ITAs	\$	25,000.00
 <u>TOTAL ANNUAL BUDGET</u>	 \$	 210,465.00
 TOTAL CONTRACT BUDGET:	 \$	 210,465.00
 LEVERAGED RESOURCES:	 \$	 40,000.00

Out-of-School Region 8

<u>PROGRAM ADMIN COST</u>		FY 2019-20
*Indirect cost	\$	22,248.00
 <u>PROGRAM COST</u>		
Salaries and Benefits	\$	210,366.00
Services and Supplies	\$	167,621.00
ITAs	\$	35,000.00
 <u>TOTAL ANNUAL BUDGET</u>	 \$	 435,235.00
 TOTAL CONTRACT BUDGET:	 \$	 435,235.00
 LEVERAGED RESOURCES:	 \$	 40,000.00

*Not to exceed 10%

WEF

A minimum of 30% of the overall contract amount requested must be budgeted aggregately in the WEF activities.

Direct Client Related Activities

A minimum of 25% of the overall contract amount requested must be budgeted aggregately in Direct Client Related Activities.

Out-of-School Leverage Resources

Region 7: \$40,000

Region 8: \$40,000

Note: Indirect cost rate not to exceed 10% for each Region.

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.

SUBRECIPIENT may not invoice COUNTY for any project, product or deliverables under this CONTRACT until it is submitted to the COUNTY and deemed received and approved.



**PERFORMANCE
KRA CORPORATION
Program Year 2019-20**

I. REGION 7 OUT-OF-SCHOOL YOUNG ADULT	PY 2019-20 TOTAL
A. New Enrollments (minimum)	24
B. Carry-ins	25
C. Follow-ups	13

II. REGION 8 OUT-OF-SCHOOL YOUNG ADULT	PY 2019-20 TOTAL
A. New Enrollments (minimum)	45
B. Carry-ins	67
C. Follow-ups	17

TOTAL PARTICIPANTS SERVED (I + II)	191
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**PERFORMANCE
KRA CORPORATION
Program Year 2019-20**

WIOA PERFORMANCE MEASURE YOUNG ADULT/YOUTH	DESCRIPTION <i>[WIOA Section 116, 20 CFR 677.155(a)]</i>	TIME PERIOD (EXIT COHORT) TO BE REPORTED	GOAL
Total Participants Served <i>(real time)</i>		07/01/19 to 06/30/20	
Placement in Employment/Education/Training (2nd Quarter After Exit)	Percentage of participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.	07/01/18 to 06/30/19	64%
Placement in Employment/Education/Training (4th Quarter After Exit)	Percentage of participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.	01/01/18 to 12/31/18	63.5%
Median Earnings	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	07/01/18 to 06/30/19	Baseline
Credential Rate	Percentage of participants who obtained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent during participation or up to one year after exit.	01/01/18 to 12/31/18	55.0%
In-Program Skills Gain	Percentage of participants who during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are defined as documented academic, technical, occupational or other forms of progress towards such a credential of employment.	07/01/19 to 06/30/20	Baseline
Employer Effectiveness	Effectiveness in serving employers, based on indicators developed as required by Section 116(b)(2)(iv) of WIOA.	01/01/18 to 12/31/18 and 07/01/18 to 06/30/19	Baseline

Reference: See DOL-WIOA Periods for Reporting Outcomes

DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name

KRA Corporation

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.

Patrick Boxall

Official's Name

Orange

Date Executed

Executed in the County of Orange

Vice President & COO

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.

Patrick Boxall

Name

Vice President & COO

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.

KRA Corporation

 Grantee/Contractor Organization
 Patrick Boxall

 Name
 Vice President & COO

 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>Print Name: Patrick Boxall</p> <p>Title: Vice President & COO</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