

AGREEMENT # 167-28-0031-WS-P

BETWEEN

COUNTY OF ORANGE

AND

ORANGE COUNTY ASIAN & PACIFIC ISLANDER
COMMUNITY ALLIANCE (OCAPICA)

FOR

WORKFORCE SERVICES
PROFESSIONAL

<u>CFDA#</u>	<u>FAIN #</u>	<u>PROGRAM/SERVICE TITLE</u>	<u>FUNDING AGENCY</u>
17.258		WIOA Adult Programs	Department of Labor
17.259		WIOA Youth Activities	Department of Labor
17.278		WIOA Dislocated Worker Formula Grants	Department of Labor
93.558		Temporary Assistance for Needy Families	Health and Human Services
		WIOA Title I VEAP SFP	State of California
		Governor's 25 % portion of Dislocated Worker Funds from Title I of the federal Workforce Innovation and Opportunity Act	State of California
		Other funding programs as granted by various agencies as needed	



CONTRACT

Table of Contents

Recitals.....	5
 <u>Terms and Conditions</u>	
1. Coordination/Administration of Contract.....	6
2. Purpose	6
3. Term of Contract	6
4. Contingency of Funds	6
5. Program Income.....	6
6. Fiscal Accountability.....	7
7. Non-Supplantation of Funds.....	8
8. Amendments–Changes/Extra Work	8
9. Nondiscrimination and Compliance Provisions	8
10. Payments	9
11. Performance Standards	10
12. Satisfactory Work.....	10
13. Modification of Program Components and Service Levels.....	10
14. Access and Records	11
15. Breach of Contract	11
16. Conditions Affecting Work.....	12
17. Conflict of Interest – CONTRACTOR’S Personnel.....	12
18. Conflict of Interest – COUNTY Personnel.....	12
19. Consulting Contract–Follow on Work.....	12
20. CONTRACTOR Personnel.....	12
21. CONTRACTOR’S PROJECT MANAGER and Key Personnel	12
22. County of Orange Child Support Enforcement Provision	13
23. Data-Title To.....	13
24. Intellectual Property.....	13
25. Disputes–Contract.....	18
26. Complaint Handling Procedures.....	19
27. EDD Independent Contractor Reporting Requirements.....	19
28. Gratuities.....	19
29. Sectarian Activities	20
30. Drug Free Workplace	20
31. Debarment.....	20
32. Lobbying.....	20
33. Fraud	20
34. Standards of Conduct	20
35. News/Information Release	21
36. Notices	21
37. Literature/Publicity	22
38. Ownership of Documents.....	22
39. Precedence	22
40. COUNTY’S PROJECT MANAGER	22
41. Reports/Meetings	22
42. Termination-Orderly	22

43. Errors and Omissions.....	23
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Program Specific Terms and Conditions

44. Participants.....	24
45. Policies and Procedures.....	24
46. Budget Schedule.....	24
47. Modification of Budget Schedule.....	24
48. Sweat-free Code of Conduct.....	25
49. Annual Audit.....	25
50. Corporate Status.....	25
51. Equipment.....	25
52. Compliance with COUNTY WIOA Policies and Procedures.....	26
53. Publication.....	26
54. Approved Scope of Services.....	26
55. Instructors.....	26
56. Other Requirements – Program Confidentiality.....	26
57. Compliance with Law – CONTRACT.....	27
58. Signature in Counterparts.....	28
59. DUNS Number and Related Information.....	28

General Terms and Conditions

A. Governing Law and Venue.....	29
B. Entire Contract.....	29
C. Amendments.....	29
D. Taxes: Intentionally left blank.....	29
E. Delivery.....	29
F. Acceptance/Payment.....	29
G. Warranty.....	29
H. Patent/Copyright Materials/Proprietary Infringement.....	30
I. Assignment or Sub-Contracting.....	30
J. Non-Discrimination.....	30
K. Termination.....	30
L. Consent to Breach not Waiver.....	30
M. Remedies Not Exclusive.....	30
N. Independent CONTRACTOR.....	30
O. Performance.....	30
P. Insurance.....	31
Q. Bills and Liens: Intentionally left blank.....	33
R. Changes: Intentionally left blank.....	33
S. Change of Ownership.....	34
T. Force Majeure.....	34
U. Confidentiality.....	34
V. Compliance with Law.....	34
W. Freight (F.O.B.): Intentionally left blank.....	34
X. Pricing: Intentionally left blank.....	34
Y. Intentionally left blank.....	34
Z. Terms and Conditions.....	34
AA. Headings.....	34
BB. Severability.....	34
CC. Calendar Days.....	34

DD. Attorney Fees34
 EE. Interpretation.....34
 FF. Authority.....35
 GG. Employee Eligibility Verification35
 HH. Indemnification Provisions35
 II. Audits/Inspections35
 Signature Page37

Attachments

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

Exhibits

- Exhibit 1 – Child Support Enforcement Provision
- Exhibit 2 – Drug Free Workplace Certification
- Exhibit 3 – Debarment and Suspension Certification
- Exhibit 4 – Certification Regarding Lobbying
- Exhibit 5 – Disclosure Form to Report Lobbying
- Exhibit 6 – EDD Independent Contractor Reporting Requirements
- Exhibit 7 – OC Community Resources Contract Reimbursement Policy

This Agreement # 167-28-0031-WS-P, 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 Orange County Asian and Pacific Islander Community Alliance (OCAPICA), a non-profit organization in the State of California, DUNS Number 064521169 with a place of business at 12900 Garden Grove Boulevard, Suite 214A, Garden Grove, CA 92843-2006 hereinafter referred to as "CONTRACTOR," with COUNTY and CONTRACTOR sometimes referred to as "PARTY," or collectively as "PARTIES."

RECITALS

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

WHEREAS, CONTRACTOR responded to a Request for Proposal (RFP) for FY 2013-14 Workforce Services and was deemed eligible for funding; and

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

WHEREAS, COUNTY, approved an allocation of \$561,812.00 (Five Hundred Sixty One Thousand Eight Hundred Twelve Dollars and 00 Cents) ~~\$553,732.00 (Five Hundred Fifty-Three Thousand Seven Hundred Thirty-Two Dollars and 00 Cents)~~ in Program funding to CONTRACTOR for FY 20167-178 to carry out certain services/activities; and

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

NOW, THEREFORE, the PARTIES mutually agree as follows:

TERMS AND CONDITIONS

1. **Coordination/Administration of Contract:** COUNTY'S OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR"), and OC Community Services/Community Investment Division/Orange County Development Board Executive Director or Designee (hereinafter referred to as "COUNTY'S PROJECT MANAGER") shall assume responsibilities through coordinating the grant under the Act, its Regulations, and the 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 investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement and development activities, job matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange County and the United States. CONTRACTOR shall ensure that the program funded hereby shall comply with this purpose.
3. **Term of Contract:** The effective term of this CONTRACT shall commence on July 1, 2016~~7~~ and terminate on June 30, 2017~~8~~, subject to the provisions of this CONTRACT; however, CONTRACTOR shall perform such duties extending beyond this term, including but not limited to obligations with respect to indemnification, audits, monitoring, reporting and accounting. CONTRACTOR and CONTRACT MANAGER may mutually agree in writing to extend the CONTRACT for a period of up to six (6) months, provided that COUNTY'S maximum obligation stated in this CONTRACT does not increase as a result, and on the same terms and conditions upon mutual CONTRACT of the PARTIES in writing without further Board action. Funding may be renewed, and a new CONTRACT negotiated, for one (1) consecutive one-year period as allowable under the WIOA and COUNTY. Pursuant to the provisions contained herein, the CONTRACT may be terminated earlier.
4. **Contingency of Funds:** CONTRACTOR acknowledges that the obligations of COUNTY under this CONTRACT are contingent upon the availability of federal and/or State funds as applicable and inclusion of sufficient funds for the services hereunder remains in effect or operation. In the event that such funding is terminated or reduced, CONTRACT MANAGER may immediately terminate this CONTRACT, reduce COUNTY'S maximum obligation, or modify this CONTRACT, without penalty. The decision of CONTRACT MANAGER shall be binding on CONTRACTOR. CONTRACT MANAGER shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with DIRECTOR's or CONTRACT MANAGER's decision.
5. **Program Income:** COUNTY'S maximum obligation herein shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this CONTRACT or the services provided by CONTRACTOR pursuant to this CONTRACT.

It shall be the responsibility of CONTRACTOR 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 CONTRACTOR as Program Income. To be designated as Program Income and therefore, as other than a cost off-set. CONTRACTOR shall do all of the following:

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

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

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

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

6. **Fiscal Accountability:**

- A. Financial Management System: CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:
 - 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. CONTRACTOR's Record: CONTRACTOR's records shall be sufficient to:
 - i. Permit preparation of required reports; and
 - ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
 - iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for;
 - iv. Permit tracking and reporting of leveraging as required by SB734.
- C. Costs Charged: Cost shall be charged to this CONTRACT only in accordance with the following:
 - i. The Act; and
 - ii. 20 CFR WIOA NPRM Part 683;
 - iii. State implementing legislation; and,
 - iv. Requirements of Other Funding Sources

7. **Non-Supplantation of Funds:** CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this CONTRACT with any funds made available under this CONTRACT. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this CONTRACT, either directly or indirectly, as a contribution or compensation for the purposes of obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY program without prior written approval from COUNTY.
8. **Amendments–Changes/Extra Work:** The CONTRACTOR shall make no changes to this CONTRACT without the COUNTY'S written consent. In the event that there are new or unforeseen requirements, the COUNTY with the CONTRACTOR's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

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

9. **Nondiscrimination and Compliance Provisions:**

- A. CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions; the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 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 Parts 33 and 38. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.
- B. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this CONTRACT by reference and made a part hereof as if set forth in full.
- C. In the performance of this CONTRACT, CONTRACTOR and its subcontractors shall not deny the CONTRACT's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group

identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

- D. CONTRACTOR will include the non-discrimination and compliance provisions of this Paragraph 9 of the CONTRACT in all subcontracts to perform work under this CONTRACT.
- E. CONTRACTOR will give written notice of its obligations under this Paragraph 9 of the CONTRACT to labor organizations with which CONTRACTOR has a collective bargaining or other CONTRACT.
- F. CONTRACTOR shall furnish any and all information requested by PROJECT MANAGER and shall permit PROJECT MANAGER access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

- 10. Payments:** CONTRACTOR agrees that any and all funds received under this CONTRACT shall be disbursed or encumbered on or before June 30, 201~~78~~, and that any and all funds remaining as of June 30, 201~~78~~, which have not been disbursed shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the CONTRACT as provided herein. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 201~~78~~. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after July 31, 201~~78~~.

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

- A. Monthly Payments. Beginning August 20, 201~~67~~, upon receipt and approval by OC Community Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this CONTRACT do not exceed \$561,812.00 (Five Hundred Sixty One Thousand Eight Hundred Twelve Dollars and 00 Cents) ~~\$553,732.00 (Five Hundred Fifty-Three Thousand Seven Hundred Thirty-Two Dollars and 00 Cents)~~.
- B. COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.
- C. Advance. Notwithstanding (b) above, upon written request and justification from CONTRACTOR, COUNTY may advance to CONTRACTOR a sum not to exceed one sixth (1/6) of COUNTY'S maximum obligation hereunder. PROJECT MANAGER shall reduce the amount of monthly payments in the seventh, eighth, ninth, tenth, and eleventh months by twenty percent (20%) of any advance payment, under (A) above, to recover any outstanding advance or part thereof. Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to CONTRACTOR which would result in less money remaining unpaid to CONTRACTOR than the total of advances made to CONTRACTOR.
- D. Invoices. COUNTY will reimburse CONTRACTOR for eligible CONTRACT-related costs only. CONTRACTOR shall submit requests for reimbursement to COUNTY on a monthly basis beginning on August 20, 201~~67~~, and must provide adequate documentation as required by COUNTY in accordance with the OC Community

Resources Contract Reimbursement Policy for documenting CONTRACTOR costs, incorporated herein by reference as Exhibit 7. Failure to provide any of the required documentation will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to CONTRACTOR, until such documentation has been received and approved by COUNTY. Invoices are due on the 20th of each month, for prior month's expenses.

11. **Performance Standards:** CONTRACTOR 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 CONTRACT between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this CONTRACT to meet such requirements.
12. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of COUNTY'S PROJECT MANAGER. COUNTY'S staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.
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 D may be modified upon mutual written agreement of the DIRECTOR and CONTRACTOR so long as the total payments under this CONTRACT are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of California modify any program component and/or service level detailed in Attachments 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 CONTRACTOR, make changes within the general scope of this CONTRACT, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions, and CONTRACT term. Such change orders may be made when necessitated by changes in the WIOA Workforce Services operations or performance, the operations or performance of CONTRACTOR, or changes in applicable statutes, regulations or State of California or federal mandates or directives. CONTRACTOR and 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. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to this CONTRACT. Notwithstanding the foregoing, the price of services under this CONTRACT shall not be increased except by written modification of this CONTRACT indicating the new services and price of this CONTRACT if applicable. Until the PARTIES reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this CONTRACT.
 - B. CONTRACTOR may request changes in the scope of performance or services under this CONTRACT, by submitting a written request to PROJECT MANAGER describing the request and its impact on the Scope of Services and Budget Schedule. PROJECT MANAGER will review the request and respond in writing within ten (10) business days. PROJECT MANAGER's decision whether to approve the request or request Board of Supervisors' approval shall be final. COUNTY CONTRACT MANAGER may approve a request that meets all of the following criteria:

- i. It does not materially change the terms of this CONTRACT; and
- ii. It is supported by adequate consideration to COUNTY. Board of Supervisors' action is necessary to approve a request from CONTRACTOR that does not satisfy all of the criteria listed above.

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 CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this CONTRACT. CONTRACTOR shall insert this condition in each contract between CONTRACTOR and a subcontractor that is pursuant to this CONTRACT shall require the subcontractor to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by DIRECTOR which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY'S designee, in conducting any audit at the location where said records and books of account are maintained.
- B. Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this CONTRACT shall be kept available at CONTRACTOR'S office or place of business for the duration of this CONTRACT and thereafter, as specified in 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. CONTRACTOR shall pay to COUNTY the full amount of COUNTY'S liability to the State or federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR'S failure to perform under this CONTRACT.

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

- A. Terminate the CONTRACT immediately, pursuant to Paragraph K herein;
- B. Afford the CONTRACTOR written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;

- C. Discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
- D. Offset against any monies billed by the CONTRACTOR but yet unpaid by the COUNTY those monies disallowed pursuant to the above.
- 16. Conditions Affecting Work:** CONTRACTOR shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this CONTRACT; and to know the general conditions which can affect the work or the cost thereof. Any failure by the CONTRACTOR to do so will not relieve CONTRACTOR from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.
- 17. Conflict of Interest – CONTRACTOR’S Personnel:** The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the CONTRACTOR; the CONTRACTOR’s employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. The CONTRACTOR’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.
- 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 CONTRACTOR 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. CONTRACTOR Personnel:** The CONTRACTOR warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT.
- 21. CONTRACTOR’S PROJECT MANAGER and Key Personnel:** CONTRACTOR shall appoint a ‘CONTRACTOR’S PROJECT MANAGER’ to direct the CONTRACTOR’s efforts in fulfilling CONTRACTOR’S obligations under this CONTRACT. The name of the CONTRACTOR’S PROJECT MANAGER shall be provided to the COUNTY. If there be a CONTRACTOR’S PROJECT MANAGEMENT change the CONTRACTOR will notify the COUNTY in writing prior to the change being made.

The COUNTY’S PROJECT MANAGER shall have the right to require the removal and replacement of the CONTRACTOR’S PROJECT MANAGER and key personnel. The COUNTY’S PROJECT MANAGER shall notify the CONTRACTOR in writing of such action. The CONTRACTOR shall accomplish the removal within 14 calendar days after written notice by the COUNTY’S PROJECT MANAGER. The COUNTY’S PROJECT MANAGER

shall review and approve the appointment of the replacement for the CONTRACTOR'S PROJECT MANAGER and key personnel. Said approval shall not be unreasonably withheld.

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

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

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

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

24. Intellectual Property:

- A. Federal Funding. In any CONTRACT funded in whole or in part by the federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the CONTRACT, except as provided in 37 Code of Federal Regulations Part 401.14. CONTRACTOR agrees to grant the COUNTY, federal and state governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
- B. Ownership.
 - 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 CONTRACTOR 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, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this CONTRACT. In addition, under this CONTRACT, CONTRACTOR may access and utilize certain COUNTY'S Intellectual Property in existence prior to the effective date of this CONTRACT. Except as otherwise set forth herein, CONTRACTOR shall not use any of COUNTY'S Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of COUNTY. Except as otherwise set forth herein, neither the CONTRACTOR nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other PARTY. If, during the term of this CONTRACT, CONTRACTOR accesses any third-party Intellectual Property that is licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license Contract.
- iv. CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining COUNTY'S exclusive rights in the Intellectual Property, and in assuring COUNTY'S sole rights against third parties with respect to the intellectual Property. If the CONTRACTOR enters into any contracts or subcontracts with other parties in order to perform this CONTRACT, CONTRACTOR shall require the terms of the contract(s) to include all Intellectual Property provisions of Paragraphs 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, CONTRACTOR 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 CONTRACTOR 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 NPRM 680.700-850.
 - vi. CONTRACTOR further agrees to assist and cooperate with COUNTY in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY'S Intellectual Property rights and interests.
- C. Retained Rights/License Rights
- i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT, CONTRACTOR shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this CONTRACT. CONTRACTOR hereby grants to COUNTY, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of CONTRACTOR's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this CONTRACT, unless CONTRACTOR assigns all rights, title and interest in the Intellectual Property as set forth herein.
 - ii. Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this CONTRACT, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any provisions of Paragraphs 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. CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, Paragraph twenty-four (24)(B)(ii) (a) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this CONTRACT shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this CONTRACT will be a "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into a contract with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written

contract with any such person that (i) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT.

- 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 CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT may not be reproduced or disseminated without prior written permission from COUNTY.

E. Patent Rights.

With respect to inventions made by CONTRACTOR in the performance of this CONTRACT, which did not result from research and development specifically included in the CONTRACT's Scope of Services, CONTRACTOR 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 CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY in securing United States and foreign patents with respect thereto.

F. Third-Party Intellectual Property.

Except as provided herein, CONTRACTOR agrees that its performance of this CONTRACT shall not be dependent upon or include any Intellectual Property of CONTRACTOR or third party without first: (i) obtaining COUNTY'S prior written approval; and (ii) granting to or obtaining for COUNTY'S, without additional compensation, a license, as described in Paragraph twenty-four (24)(C), for any of CONTRACTOR's or third-party's Intellectual Property in existence prior to the effective date of this CONTRACT. If such a license upon these terms is unattainable, and COUNTY determines that the Intellectual Property should be included in or is required for CONTRACTOR's performance of this CONTRACT, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.

G. Warranties.

- i. CONTRACTOR represents and warrants that:
 - a. CONTRACTOR has secured and will secure all rights and licenses necessary for its performance of this CONTRACT.
 - b. Neither CONTRACTOR's performance of this CONTRACT, nor the exercise by either PARTY of the rights granted in this CONTRACT, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by

any such third party based on an alleged violation of any such right by CONTRACTOR.

- c. Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- d. CONTRACTOR has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- e. CONTRACTOR has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this CONTRACT.
- f. CONTRACTOR has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this CONTRACT for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g. CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this CONTRACT.

- 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. CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, DIRECTOR, employees, agents, representatives, successors, and users of its products, ("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 CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or contracts of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY'S use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this CONTRACT. COUNTY reserves the right to participate in and/or control, at

CONTRACTOR's expense, any such infringement action brought against COUNTY.

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

I. Survival.

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

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 CONTRACTOR'S PROJECT MANAGER and the COUNTY'S PROJECT MANAGER, such matter shall be brought to the attention of the COUNTY'S PROJECT MANAGER by way of the following process:
 - i. The CONTRACTOR shall submit to the agency/department assigned PROJECT MANAGER a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.
 - ii. The CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the CONTRACTOR shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the

amount requested accurately reflects the Contract adjustment for which the CONTRACTOR believes the COUNTY is liable.

- B. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the CONTRACTOR agrees to proceed with the provision of services under this CONTRACT. The CONTRACTOR's failure to proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the CONTRACT MANAGER. If the COUNTY fails to render a decision within ninety (90) days after receipt of the CONTRACTOR'S demand, it shall be deemed a final decision adverse to the CONTRACTOR's contentions. Nothing in this Paragraph 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:** CONTRACTOR shall comply with the "Complaint Handling Procedures", a copy of which is available from the PROJECT MANAGER. CONTRACTOR shall advise participants of their right to file complaints and of the procedures for resolution of any complaints. CONTRACTOR shall follow the COUNTY'S procedures for handling complaints which is available from the COUNTY'S PROJECT MANAGER for alleging a violation of regulations, grants or other agreements. Any decision of the COUNTY, the State or the federal government relating to the complaint shall be binding on CONTRACTOR.

- 27. EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into a contract for \$600 or more within a single calendar year attached hereto as Exhibit 6 and incorporated herein by this reference. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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

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

- 28. Gratuities:** The CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and

any loss or damage sustained by the COUNTY in procuring on the open market any services which the CONTRACTOR agreed to supply shall be borne and paid for by the CONTRACTOR. The rights and remedies of the COUNTY provided in 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:** CONTRACTOR certifies that this CONTRACT does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination.
- 30. Drug Free Workplace:** CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit 2 and incorporated herein by this reference.
- 31. Debarment:** CONTRACTOR shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit 3 and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 CFR Part 98.
- 32. Lobbying:**
- A. CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit 4 and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to the COUNTY'S PROJECT MANAGER the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit 5 and incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this CONTRACT or funds to be received by CONTRACTOR pursuant to this CONTRACT.
 - B. CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
 - C. CONTRACTOR shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).
- 33. Fraud:** CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this CONTRACT. CONTRACTOR 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 CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct.
- This CONTRACT will be administered in an impartial manner, free from efforts to attain personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this CONTRACT, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
- B. Employment of Former State or COUNTY Employees. CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or

COUNTY, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this CONTRACT, will not be assigned to any part or phase of the activities conducted pursuant to this CONTRACT for a period of not less than two years following the termination of such employment.

- C. Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with CONTRACTOR.
- D. Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this CONTRACT, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for CONTRACTOR to conduct business with a friend or associate of an executive or employee of CONTRACTOR or an elected official in the area or a staff person or consultant who is a member or officer of the Board of Directors or other official governing body of CONTRACTOR, a permanent record of the transaction will be retained.
- E. Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR, elected official in the area, or any staff person or consultant who is a member or officer of the Board of Directors or other official governing body of CONTRACTOR will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY.

35. News/Information Release: The CONTRACTOR agrees that it will not issue any news releases in connection with either the award of this CONTRACT or any subsequent amendment of or effort under this CONTRACT without first obtaining review and written approval of said news releases from the COUNTY through COUNTY'S PROJECT MANAGER.

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
 Community Investment Division
 PROJECT MANAGER
 1300 South Grand Ave., Bldg. 'B', 3rd Flr
 Santa Ana, CA 92705-4407

For CONTRACTOR:
 Orange County Asian and Pacific Islander
 Community Alliance (OCAPICA)
 CONTRACTOR'S PROJECT MANAGER
 12900 Garden Grove Boulevard, Suite 214A
 Garden Grove, CA 92843-2006

County of Orange
 OC Community Resources
 Business Office
 CONTRACT MANAGER
 1501 East St. Andrew Place
 Santa Ana, CA 92705-4930

- 37. Literature/Publicity:** Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this CONTRACT shall state that its program, wholly or in part, is funded through COUNTY, State and federal government funds; are supported by the County of Orange and the Orange County Workforce 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 CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the CONTRACTOR without the express written consent of the COUNTY.
- 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 Paragraphs 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 CONTRACTOR during the term of this CONTRACT. The COUNTY'S PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with the CONTRACTOR.
- 41. Reports/Meetings:** The CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. The COUNTY'S PROJECT MANAGER and the CONTRACTOR'S PROJECT MANAGER will meet on reasonable notice to discuss the CONTRACTOR'S performance and progress under this CONTRACT. If requested, the CONTRACT PROJECT MANAGER and other CONTRACT personnel shall attend all meetings. The CONTRACTOR shall provide such information that is requested by the COUNTY for the purpose of monitoring progress under this CONTRACT.
- CONTRACTOR shall maintain records and submit such records, data and information regarding the performance of CONTRACTOR'S services, activities, cost or other data relating to this CONTRACT, in the form and at such time as PROJECT MANAGER may require. PROJECT MANAGER may modify the provisions of this Paragraph 41 without further Board of Supervisors action upon written notice to CONTRACTOR.
- 42. Termination-Orderly:** After receipt of a termination notice from the County of Orange, the CONTRACTOR shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the CONTRACTOR. Upon termination COUNTY agrees to pay the CONTRACTOR for all services performed prior to termination which meet the requirements

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

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

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Program Specific Terms and Conditions

44. Participants

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

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

46. Budget Schedule

CONTRACTOR 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.

47. Modification of Budget Schedule

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

- 48. Sweat-free Code of Conduct:** All CONTRACTORS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, or supplies have been furnished to the CONTRACTOR from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The CONTRACTOR further declares under penalty of perjury that they adhere to the 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 CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of Justice to determine the CONTRACTOR's compliance with the requirements under Paragraph a of the Sweat-free Code of Conduct.

- 49. Annual Audit:** CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIOA funds received from COUNTY, in accordance with the Act, 20 CFR WIOA NPRM Part 683.200, and 2 CFR 200 Subpart F and 2 CFR 2900 Subpart F. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.
- 50. Corporate Status:** All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to COUNTY'S PROJECT MANAGER.
- 51. Equipment:** All computer-related and electronic equipment purchased with funds provided under this CONTRACT or which are furnished to CONTRACTOR by COUNTY shall be considered Equipment. This includes, but 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, CONTRACTOR shall immediately return any items of Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of COUNTY'S PROJECT MANAGER.

CONTRACTOR further agrees to the following:

- A. To maintain all items of Equipment in good working order and condition, except for normal wear and tear.
- B. To label all items of Equipment, do periodic inventories as required by COUNTY'S PROJECT MANAGER and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by COUNTY'S PROJECT MANAGER. All such lists shall be submitted to COUNTY'S PROJECT MANAGER within ten (10) days of the request therefore. Inventory lists must be maintained for four (4) years after final disposition of property.
- C. To report in writing to COUNTY'S PROJECT MANAGER immediately after discovery, the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to COUNTY'S PROJECT MANAGER.

- D. To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this 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 CONTRACTOR shall be requested by CONTRACTOR in writing, shall require the prior written approval of DIRECTOR and shall fulfill the provisions of this CONTRACT which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this CONTRACT. COUNTY may refuse reimbursement for any costs resulting from Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from COUNTY'S PROJECT MANAGER.

- 52. Compliance with COUNTY WIOA Policies and Procedures:** If any services under this Agreement are funded by WIOA, CONTRACTOR shall comply with all applicable parts of COUNTY's WIOA Policies and Procedures. Said Policies and Procedures may be modified by COUNTY's PROGRAM MANAGER upon ten (10) days written notice to CONTRACTOR.
- 53. 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 CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR 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.
- 54. Approved Scope of Services:** This CONTRACT is based upon the information and representations contained in Attachment B, CONTRACTOR's approved Scope of Services. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this CONTRACT. The specific program components to be performed by CONTRACTOR and the service levels to be utilized by COUNTY for program evaluation and monitoring include, but are not limited to, those listed in Attachment B hereto. Services to be provided hereunder shall be restricted to those described in Attachment B.
- 55. Instructors:** CONTRACTOR shall ensure that every instructor involved in the training of participants hereunder shall be qualified to instruct in the program or training component in which he/she acts as an instructor, and that every instructor required to be certified or licensed is appropriately certified or licensed by the State or other licensing or certifying authority.
- 56. Other Requirements – Program Confidentiality**
- A. Without prejudice to any other section of this CONTRACT, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR, costs incurred and services rendered hereunder.
 - B. CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTOR under this CONTRACT to sign an agreement with CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall procure the written consent from students enrolled through the COUNTY allowing CONTRACTOR 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. CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this CONTRACT.

57. Compliance with Law – CONTRACT:

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

- A. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 CFR WIOA NPRM Parts 676 through 678 and Parts 675, 679 through 687.
- i. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
 - ii. All mandatory standards and policies relating to energy efficiency as particularized in the state Energy Conservation Plan (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be thereafter amended;

- B. All applicable State statues, 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 CONTRACTOR's operations; and
- F. The terms and conditions of this CONTRACT, including Attachments and Exhibits.

58. Signature in Counterparts: The PARTIES agree that separate copies of the CONTRACT may be signed by each of the PARTIES, and this CONTRACT will have the same force and effect as if the original had been signed by all PARTIES.

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

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

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

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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, including Attachments A, B, C and D, and Exhibits 1, 2, 3, 4, 5, 6, and 7 which are attached hereto and incorporated herein by this reference, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the PARTIES with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by CONTRACT MANAGER.
- C. **Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the PARTIES ; no oral understanding or agreement not incorporated herein shall be binding on either of the PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. **Taxes:** 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:** CONTRACTOR expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR's part to indemnify, defend and hold COUNTY and COUNTY INDEMNITEES as identified in Paragraph HH below, and as more fully described in Paragraph HH, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR 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. CONTRACTOR agrees that, in accordance with the more specific requirement contained in Paragraph HH 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 or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the PARTIES. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- J. **Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- 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 CONTRACTOR. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the PARTY claimed to have waived or consented. Any consent by any PARTY to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either PARTY to any other remedies provided by law.
- N. **Independent CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. **Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY'S satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the CONTRACTOR under this CONTRACT. CONTRACTOR 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.

P. **Insurance:**

Insurance Provisions

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

CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this CONTRACT shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this CONTRACT. It is the obligation of CONTRACTOR 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 CONTRACTOR 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 \$50,000 shall specifically be approved by the COUNTY's Risk Manager upon review of CONTRACTOR's current audited financial report. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management upon review of CONTRACTOR's current audited financial report.~~

~~If the CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this CONTRACT, agrees to the following:~~

- ~~1. In addition to the duty of indemnify and hold the COUNTY harmless against any and all liability, claim, demand or suite resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this CONTRACT, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and~~
- ~~2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and~~
- ~~3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the CONTRACTOR's SIR~~

provision shall be interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

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

Qualified Insurer

The policy or policies of insurance must be issued by an insurer 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 CONTRACTOR 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
Professional Liability Insurance	\$1,000,000 per claims made; \$1,000,000 aggregate
Network Security & Privacy Liability	\$1,000,000 per claims made
Sexual Misconduct Liability	\$1,000,000 per occurrence

Required Coverage Forms

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

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

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the State of California, **County of Orange, its elected and appointed officials, officers, agents and employees** as Additional Insureds or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**

- 2) A primary non-contributing endorsement ISO for CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing ~~evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.~~

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

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

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

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

If CONTRACTOR's Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims Made" policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years following the completion of the CONTRACT.

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

*Insurance certificates should be forwarded to the agency/department address listed in Paragraph 36, "Notices" in this CONTRACT, on the solicitation.

If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification to OC Community Resources/Contract Development & Management, award may be made to the next qualified CONTRACTOR.

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

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

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

***Certificate Holder Information**

The County of Orange has contracted with Ebix RCS to monitor insurance certificates and endorsements for compliance with the above requirements. Upon initial award of a CONTRACT, the certificate(s) and endorsements(s) should be forwarded to the agency/department address listed on the solicitation. The COUNTY will forward these documents to Ebix RCS on your behalf. Ebix RCS may contact you to advise you of deficiencies and request corrected documents. Please cooperate with their request for information or corrections in order for the COUNTY to continue your CONTRACT through the expiration date.

- Q. **Bills and Liens:** Intentionally left blank.
- R. **Changes:** Intentionally left blank.
- S. **Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.
- T. **Force Majeure:** CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and CONTRACTOR avails himself of any available remedies.
- U. **Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents and employees.
- V. **Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Paragraph HH below, CONTRACTOR 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.
- W. **Freight (F.O.B.):** Intentionally left blank.

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

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

II. **Audits/Inspections:** CONTRACTOR agrees to permit the COUNTY'S Audit-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the COUNTY) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of CONTRACTOR for the purpose of auditing or inspecting any aspect of performance under this CONTRACT. The inspection and/or audit will be confined to those matters connected with the performance of the CONTRACT including, but not limited to, the costs of administering the CONTRACT. The COUNTY will provide reasonable notice of such an audit or inspection.

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

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

Should the CONTRACTOR cease to exist as a legal entity, the CONTRACTOR'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.

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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 have hereby cause this CONTRACT to be executed.

***Orange County Asian and Pacific Islander Community Alliance (OCAPICA)**

By: _____

By: _____

Name: _____
(Print)

Name: _____
(Print)

Title: _____

Title: _____

Dated: _____

Dated: _____

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

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

COUNTY OF ORANGE
A Political Subdivision of the State of California

By: _____

Dated: _____

—~~Dylan Wright~~~~Steve Franks~~, Director
OC Community Resources

**APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL**



GENERAL PROGRAM REQUIREMENTS WORKFORCE SERVICES

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

1. Governance

CONTRACTOR agrees to comply, remain informed, and deliver services consistent with the provisions of the California Work Opportunity and Responsibility to Kids Act (CalWORKs) of 1997, Workforce Innovation and Opportunities Act (WIOA), Orange County Development Board (OCDB) Policy, Orange County Development Area's Strategic Five-Year Plan, applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, Title V of the Older Americans Act, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this CONTRACT.

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

2. Governance References

- A. California Work Opportunity and Responsibility to Kids Act (CalWORKs) of 1997
- B. State of California Welfare and Institutions Code Section 11200 et seq.
- C. Titles VI and VII of the Civil Rights Act of 1964
- D. "Your Rights" Pamphlet (Publication 13)
- E. Workforce Innovation and Opportunity Act (WIOA) of 2014
- F. Department of Labor, Employment and Training Administration, 20 CFR Parts 601,651,652, et al. Workforce Innovation and Opportunity Act; Notice of Proposed Rulemaking; Proposed Rules,
- G. Department of Labor, Employment and Training Administration, 20 CFR Part 676,677and 678 Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Notice of Proposed Rulemaking; Proposed Rules.
- H. Additional state and federal agencies that provide funding to the Orange County Development Board that may be incorporated herein.
- I. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIOA.
- J. All actions, directives, and policy and procedures issued by OC Community Services/Community Investment Division/Orange County Development Board (OCDB) or staff relevant to this CONTRACT, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.
- K. County of Orange policies, as applicable.

3. Federal Award Identification

- A. Subrecipient name – Orange County Asian Pacific Islander Community Alliance (OCAPICA)
- B. Subrecipient unique entity identifier – 064521169
- C. Federal award identification number (FAIN) – Pending
- D. Federal award date – Pending
- E. Subaward period of performance – 07/01/2016-6/30/2017
- F. Amount of federal funds obligated by the action – ~~\$553,732.00~~\$561,812.00
- G. Total amount of federal funds obligated to the Subrecipient - \$ ~~260,000.00~~190,000.00
- H. Total amount of the federal award – up to \$ ~~813,732.00~~\$751,812.00
- I. Federal award project description – provide services and access to tools that support programs provided by the Orange County Development Board (OCDB).
- J. Name of the federal awarding agency, PTE, and contact information for awarding official –HHS/CDSS/ County of Orange/OCDB/OCAPICA
- K. CFDA number and name – see title page of CONTRACT
- L. Whether the award is R&D – No
- M. Indirect cost rate for the federal award – NA



SCOPE OF SERVICES WORKFORCE SERVICES

- Type C: Work Experience (WEX) Opportunities**
Type F: Case Management
Type G: Resume Development Services
Type H: Workshop Instructor
Type I: Job Developer/Placement Specialist
Type J: Supportive Services Coordinator

1. PURPOSE

The purpose of this Agreement is to provide employment services to California Work Opportunity and Responsibility to Kids Act ("CalWORKs") Welfare-to-Work (WTW) Participants through the Employment Preparation Program (EPP), Work Experience (WEX) and Vocational Training (VTR) Activities.

2. SERVICES

SUBRECIPIENT shall provide EPP, WEX, and VTR activities to all CalWORKs WTW Participants referred by SSA in accordance with CalWORKs WTW County policy. EPP, WEX, and VTR provide job training and work experience activities that will enhance and facilitate opportunities for Welfare-to-Work (WTW) participants to obtain and/or maintain stable unsubsidized employment with the goal of achieving economic self-sufficiency. These services are made available under funding granted by the Orange County Social Services Agency (SSA) under the CalWORKs program.

SUBRECIPIENT shall provide direct job placement and training services to WTW participants, while adhering to local, State and Federal regulations. SUBRECIPIENT shall deliver direct job placement services to eligible referred participants.

Services under this program will be in collaboration with the Orange County One-Stop System under the Workforce Innovation and Opportunity Act (WIOA). The One-Stop System is the service delivery system for programs funded under the WIOA and its partner programs; OCAPICA is part of that system as a procured SUBRECIPIENT of service delivery.

The Orange County One-Stop System is a collaboration of organizations and agencies that are responsible for administering workforce investment, educational, social services and other human resource programs and funding streams that provide assistance to customers receiving services through the Orange County One-Stop Centers/America's Job Centers of California.

A. Population to be served:

1. SUBRECIPIENT shall provide EPP, VTR, or WEX activities to all CalWORKs WTW Participants referred by SSA in accordance with CalWORKs WTW County policy. All Participants referred to EPP, VTR, and

- WEX activities must meet all eligibility requirements of the EPP, VTR, and WEX providers.
2. Although services may end if there is a participation problem due to non-cooperation, Participants shall not be refused services by SUBRECIPIENT without discussion and concurrence with WTW staff. WTW staff shall discuss and concur prior to any action taken by SUBRECIPIENT to minimize issues that impede the Participants' ability to complete EPP, VTR, and WEX.
 3. Participants who meet all of the following criteria may be referred for EPP, VTR, and WEX activities, per SSA policy:
 - i. Are required to participate, or have voluntarily enrolled, in the CalWORKs/WTW program pursuant to State regulations;
 - ii. Have not obtained unsubsidized employment sufficient to meet minimum required hours of WTW participation;
 - iii. Are deemed suitable for the activity by WTW staff;
 - iv. Continue to meet CalWORKs eligibility criteria; and
 - v. Reside in Orange County.

B. Description of Services

1. SUBRECIPIENT shall engage Participants for the number of hours as referred by WTW staff.
2. The hourly participation requirements are subject to change according to State and Federal mandates.
3. **Employment Preparation Program (EPP)** is a paid employment opportunity in public or private, non-profit or for-profit organizations, with a focus on County of Orange worksites, for a period of six (6) months. SUBRECIPIENT will provide job placement as well as reasonable and appropriate supervision and instruction for the Participants placed at worksites. Overtime pay will not be permitted without prior approval from SSA. Participation may be extended with prior approval from the OCDB and SSA Program Manager, or designee, no more than twice in three-month increments for up to a maximum of one (1) year (including the original six months), if funding for subsidized employment continues to be available, and the Participant:
 - a. Will be more likely to obtain unsubsidized employment with the additional experience gained through the extension.
 - b. Will obtain specific skills and experience relevant for unsubsidized employment in a particular field.
 - c. Has sufficient time remaining on aid to complete the extension period.
4. **Vocational Training (VTR)** is a temporary, transitional, and short-term training activity, not to exceed twelve (12) months, to prepare Participants for employment in a specific trade, occupation, or vocation. VTR activities shall be provided by vocational-technical schools, postsecondary institutions, or proprietary schools and public institutions. VTR activities shall be made available to Participants in areas identified as growth oriented, current or emerging occupations, meeting an unmet community need, and in high demand for new employees. VTR activities shall include, but not be limited to the following:
 1. Health Care Occupations

- a. Medical Assistant (Front and Back office)
 - b. Medical Office
 - c. Medical Billing and Coding
 - d. Phlebotomy Technician
 - e. Pharmacy Technician
 - f. Nurse Assistant
 - ~~g. Physical Therapy Aide~~
2. Transportation
- a. Professional Truck Driver
 - b. Auto Repair Technician
3. Business and Professional Occupations
- a. Accounting Clerk
 - b. Computerized Office Specialist and Accounting
 - c. Customer Service Certification (Retail)
 - ~~d. Customer Service~~
 - e. Administrative Assistant
 - f. General Office Clerk
 - g. Data Entry Specialist
 - h. Distribution Logistics and Warehouse
 - i. Security Guard
4. Information Technology ~~Net and PC Technician~~
- a. Computer Repair Technician
 - ~~a.~~ b. Microsoft Certified Applications Specialist
 - ~~b.~~ c. Project Management
 - ~~c.~~ d. Social Media Specialist
 - ~~d.~~ e. Web Design
5. **Work Experience (WEX)** is a planned, structured learning experience that occurs in the Worksite for a period of twelve (12) weeks. Participation may be extended with prior approval from the OCDB and SSA Program Manager, or designee, for a period not to exceed a total of four (4) months in length including all extensions. SUBRECIPIENT will provide WEX services to the Participants. Overtime pay will not be permitted without prior approval from SSA. Participants may be paid for County holidays, with prior approval from SSA. At the end of the training period it is generally expected that the employer will hire the Participant as a regular employee.

C. Program Principles:

SUBRECIPIENT shall ensure that the delivery of services is based on the following principles:

1. Opportunities shall be maximized to provide integrated, coordinated, and easily accessible resources for Participants;
2. Services shall be family-friendly and family-centered;
3. Services shall be community-based and provide integrated services that coordinate Federal, State, and community funding opportunities;
4. Participant's strengths shall be identified, utilizing motivational and strength-based techniques; and
5. Services shall be outcome-driven and identify indicators that accurately reflect progress towards stated goals.

D. SUBRECIPIENT Responsibilities:

1. Serving all Participants who have been referred by SSA for VTR, WEX, and EPP activities, pursuant to MOU. SUBRECIPIENT shall place Participants at a Worksite within fourteen (14) working days of the referral for services, unless otherwise directed by SSA.
2. Assigning staff who shall work closely with each Participant and develop a relationship to understand the Participant's needs and barriers, assess career goals, and arrange EPP, VTR, or WEX assignment with an appropriate agreed-upon Worksite. Workshops, one-on-one training, intensive case management, and coaching will be utilized to assist the Participant in finding, obtaining and retaining employment.
3. Discussing and obtaining concurrence by WTW staff prior to returning Participant for identified barriers/noncooperation, ~~to minimize issues that impede Participants' ability to complete the EPP, VTR, or WEX assignment.~~
4. Ensuring the Participant learns basic job skills including how to write an effective resume, dress appropriately for a job, interview successful, and effectively communicate with an employer.
5. Working with and motivating difficult-to-place Participants who have multiple barriers, which may include a resistance to program participation.
6. Providing services to meet Participant's ethnic diversity in a manner responsive to individuals with literacy, language, and sociocultural issues that demonstrate language or cultural Barriers to Employment, including resistance to pursuing employment in occupations that may be perceived as nontraditional.
7. Resolving attitudinal barriers toward obtaining and retaining employment, such as fear of going to work, anger and resentment from being required to participate, low self-esteem/motivation, problems with accessing and navigating public transportation, and child care concerns.
8. Monitoring the progress of all EPP, VTR, and WEX Participants by communicating every two (2) weeks, or more often if needed, with the Participant and the Worksite for EPP and WEX; and the Training Provider for VTR to discuss steps needed to successfully complete the program.
9. Using positive reinforcement techniques and providing Participants feedback on their performance to ensure they are aware that their assignment is being closely monitored.
10. Collaborating with WTW staff and the Worksite as employment barriers are identified, such as food, transportation, housing, legal assistance, and clothing, and using a variety of resources to address those barriers.
11. Providing employment sites for WEX services leading to employment that is anticipated to be permanent, and secured during a Participant's assignment to WEX.
12. Providing employment sites for EPP in public or private, non-profit organizations, with a focus on County of Orange Worksites.
13. Explaining employer requirements and expectations, job retention techniques such as attendance and punctuality, social etiquette, personal hygiene, appropriate dress, productivity, common reasons for promotion

- and dismissal, job problem-solving skills, and planning for and/or handling common problems new employees face.
14. Developing appropriate training sites in the community, monitor attendance, and communicate with WTW staff regarding participation and attendance.
 15. Maintaining a case file for each Participant in each program served under this CONTRACT in a format approved by OCDB, which will include, but not be limited to, the following:
 - a. Initial Referral form.
 - b. Documentation of all correspondence in regards to the Participant's participation in the program, including any correspondence involving any SUBRECIPIENTS.
 - c. Attendance records of Participant (Monthly attendance reports).
 - d. Documentation, including dates, of any problem occurrences reported by the EPP Worksite, VTR provider, or WEX Worksite.
 - e. Copy of correspondence related to a Workers' Compensation injury.
 - f. Participant Evaluations and feedback and communication from participants on their performance; feedbacks from EPP Worksite, WEX worksite or VTR provider on client's progress; feedbacks and input from WTW Case Manager.
 - g. Employment Verification Form.
 - h. Assessments.
 - i. Individual Employment Plan
 - j. Copy of Participants' Resume.
 - k. Approved Vocational Training (VTR) voucher for VTR enrolled participants.
 - l. Sign in sheets or progress reports resulting from site monitoring.
 - m. Time and attendance reports, completion certificates, if receiving VTR-funded training.
 - n. Signed Participant Agreement, timesheets, and other related or Work Experience (WEX/EPP) documentation, if applicable.
 - o. Supportive Services coordination documentation.
 - p. Printed case notes showing provision of all substantial services provided including close coordination and consultation with the SSA Case Manager/WTW staff.
 - q. Completed I-9 Form.
 - r. Legal right-to-work documents
 - s. Complaint Policy acknowledgement form signed by the participant per OCDB Information Notice OC SSA-01.
 16. FOR POSTING REQUIREMENTS - FOLLOW provisions and requirements of OCDB Information Notice OC SSA-01.
 17. Developing relationships with local businesses by networking and developing Worksites for EPP, VTR, and WEX Participants.
 18. Attending meetings with OCDB and other contracted service providers, including MDT meetings, and other meetings as requested by OCDB.
 19. Cooperating with SSA with respect to sanctions applied to Participants in the event of Participant non-cooperation. This may include testifying at Participant non-compliance hearings.

20. Providing own internal forms that are not mandated by OCDB or by program requirements. Internal forms shall be reviewed by OCDB prior to implementation.
21. Ensuring that all services provided to Participants under this Contract are conducted in a manner sensitive to literacy, language, and socio-cultural issues that may impact the Participants. All staff providing services under this CONTRACT shall be trained in cultural differences to ensure their ability to recognize and assist Participants who demonstrate language or cultural barriers to employment, including resistance to EPP, VTR, and WEX activities. Services shall be provided in the Participant's language or interpreters shall be obtained when necessary.
22. Adhering to all aspects of the program including human resources processes.
23. Requesting Participants' confidential skills assessment documents for each referral that will assist in evaluating Participant's abilities, skills and interests for employment and training.
24. Consulting with the SSA Case Manager/WTW staff on a regular basis regarding participant's progress in assigned activity.
25. Distributing paychecks on a bi-monthly basis to all enrolled EPP and WEX Participants.
26. Confirming emergency protocols are established to ensure all Participants receive wage payments as scheduled.
27. Assisting WEX and VTR Participants with job searching to obtain unsubsidized employment within ~~30-45~~ days or as otherwise approved by SSA Case Manager/WTW staff, of completing WEX assignment or VTR training if participants were not retained by employer.
28. Informing the SSA Case Manager/WTW staff and OCDB of suspected welfare eligibility or supportive services payment fraud within 48 hours of the suspected fraud; and
29. Following all State and Federal regulations, SSA and OCDB policies and procedures related to the EPP, VTR, and WEX Programs.
30. Providing monthly attendance reports and Participant evaluations to SSA Case Manager/WTW staff by the 10th calendar day of the following month.
31. While this is a program based on referrals from SSA Case Managers SUBRECIPIENT is responsible for keeping the SSA Case Managers informed of the EPP, VTR, and WEX programs.
32. SUBRECIPIENT shall facilitate EPP, VTR, and WEX program presentations to SSA Case Managers as requested by SSA.
33. SUBRECIPIENT shall follow provisions and requirements of Healthy Workplaces, Healthy Families Act of 2014 (AB1522) as applicable.

3. SERVICE STANDARDS

A. Facilities

It is mutually understood that EPP, WEX, and VTR activities will be provided at a variety of Worksites and Training Providers throughout Orange County. WTW Participants will be referred and served at the following facilities.

North County Office: Orange County One-Stop Satellite
6281 Beach Blvd., Suite 307
Buena Park, CA 90621

Central County Office: Orange County One-Stop Center
7077 Orangewood Ave., Suite 200
Garden Grove, CA 92841

South County Office: 17891 Cartwright Road
Irvine, CA 92614

Participants will have access to the One-Stop Center where they can access a wide variety of resources including labor market information and job vacancy listings. Participants will also have full access to computers with internet connectivity, telephones, faxes, and copy machines.

B. Service Hours

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

Christmas Day	Lincoln’s Day	President’s Day
Columbus Day	Martin Luther King Jr. Day	Thanksgiving Day
Independence Day	Memorial Day	Day after Thanksgiving
Labor Day	New Year’s Day	Veteran’s Day

C. Resource Sharing Agreement

Resource Sharing Agreement shall be negotiated and developed by SUBRECIPIENT with Comprehensive One-Stop Center Operator. The Resource Sharing Agreement shall apply expenses benefiting the One-Stop System and its partners that cannot be directly applied to SUBRECIPIENT separately. Expenses may include, but not be limited to: rent/space, staff (common receptionist), utilities, equipment and supplies. SUBRECIPIENT shall ensure that the shared costs are supported by accurate and current data. SUBRECIPIENT shall charge the SSA EPP, VTR, or WEX reflecting the fair portion of the benefits received, and the methodology used in determining the allocation of the shared resources.

Resource Sharing Agreement shall identify:

- The proportionate share and allocation of SUBRECIPIENT
- All shared SUBRECIPIENT costs within the One-Stop environment

- The resource sharing or how the shared costs of the Comprehensive One-Stop Centers will be paid;
- County-approved language pertaining to liability and indemnification

D. General Staffing Requirements

1. There shall be the requisite number of staff hired by the SUBCONTRACTOR and approved by the OCDB to operate program services as provided for in the budget attached to this CONTRACT. The budget reflects the maximum level of staffing and the fringe benefits approved for reimbursement.
2. SUBRECIPIENT shall be responsible for filling any vacancies, which may occur during the term of this Contract in order to ensure the continuous and efficient delivery of services to customers. SUBRECIPIENT shall fill vacancies with individuals with the appropriate experience and levels of education required for the job. An updated contact list shall be submitted to the OCDB when staffing changes take place.
3. SUBRECIPIENT shall provide a copy of Attachment B (Scope of Services) to all program staff and a copy of the CONTRACT fiscal requirements to all fiscal staff. SUBRECIPIENT shall require all staff to sign a statement indicating that they have received the applicable sections of this CONTRACT and have reviewed and understand the contractual requirements and programmatic objectives.

E. Workforce Professional Program Staffing Requirements

1. SUBRECIPIENT's staff shall be participant-oriented professionals who are knowledgeable about providing workforce development services to difficult-to-serve populations. Staff shall be able to build one-on-one working relationships with participants to aid in eliminating challenges that are hindrances to obtaining and retaining employment. Services provided in small groups shall also be considered to maximize staffing efficiencies and available resources.
2. Staff shall be trained in OCDB policies and procedures, local labor market information, SSA WTW, industry clusters, career pathways and demand occupations, and local resources that are available to assist Participants seeking training and/or vocational services.
3. Career Counselors/Job Developers shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. Notwithstanding, all Career Counselors/Job Developers shall be proficient in performing the following duties:
 - A. Provide job development and assist participants in job placement;
 - B. Conduct outreach, recruitment and eligibility determination to a targeted population;
 - C. Conduct objective job skills assessment for eligible Participants to ensure appropriate evaluation;
 - D. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
 - E. At minimum, develop a résumé for every enrolled Participant;
 - F. Provide case management to all participants in all areas related to gaining/retaining employment and career advancement;
 - G. Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;

- H. Maintain regular contact with Participant (at a minimum of once every two weeks);
 - I. Maintain documentation for regulatory and contractual compliance, and maintain detailed case files and complete, statistical and performance reports;
 - J. Develop relationships with training providers, worksites and partner agencies;
 - K. Provide specific guidance in transferable skills for all Participants transitioning between industry clusters;
 - L. Have a comprehensive understanding of LMI trends, demand occupation criteria and the OCDB's Approved Training Partner Directory (ATPD); and,
 - M. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the Participant.
4. Program Manager:
- A. Manages the successful implementation of the EPP, VTR, and WEX Program, assuring that all contractual commitments are met;
 - B. Ultimately responsible for adherence to federal, state, and local policies;
 - C. Establishes and maintains positive working relationships with the funding source and all workforce partners both in-house and within the community;
 - D. Facilitates project accomplishments and ensures that management decisions and contractual goals are understood and supported by Staff; and,
 - E. Shall be directly responsible for all fiscal oversight of their budgets.

F. CalJOBS

CalJOBS is a web-based fully integrated system that supports the administration of the Workforce Innovation and Opportunity Act programs.

SUBRECIPIENT 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	Processor: PIII or higher Memory: 128 megabytes (MB) or RAM or higher Display: Super VGA (800 x 600) or resolution video adapter and monitor	Microsoft Windows 2000 / Microsoft Window XP / Microsoft Windows Vista / Macintosh OS X v10.3 (Panther) or higher Recommended: Microsoft Internet Explorer 6 or higher / Firefox 1.5 or higher	Minimum: 56 kbps Recommended: Dedicated broadband or higher speed access, 380k or higher
Staff Workstation	Processor: PIII or higher Memory: 128 MB for RAM or higher Display: Super VGA (800 x 600) or resolution video adapter and monitor	OS: Microsoft Windows 2000 / Microsoft Window XP / Microsoft Windows Vista / Macintosh OS X v10.3 (Panther) or higher Browser: Microsoft Internet Explorer 6 or higher / Firefox 1.5 or higher / Safari JAWS for Windows software for visually impaired access (optional)	Minimum: Dedicated broadband or higher speed access, 380Kbps or higher

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

1. All outreach and recruitment materials shall be submitted to the OCDB administrative office for approval. The OCDB will require a minimum of three (3) working days to review. All published materials shall promote the County of Orange, EPP, VTR and WEX Programs. SUBRECIPIENT may keep their logo on the site but it should be secondary to the County of Orange logo.
2. All logos and naming conventions shall be provided by the OCDB to maintain quality and consistency. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
3. Language requirements for all printed material and other information at the One-Stop Center(s) shall be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop Center(s) feel welcomed and have a positive experience.
4. All marketing materials shall be submitted to the OCDB administrative office for approval, prior to use.
5. All future working files shall be submitted upon final approval by the OCDB.

H. Confidential Information: Personally Identifiable Information (PII) and information designated as sensitive (both in hardcopy and electronic format) relating to services received by EPP, WEX, and VTR Participants including information regarding medical and/or substance abuse treatments shall be subject to federal and state privacy/confidentiality guidelines, as well as the confidentiality requirements of SSA. SUBRECIPIENT shall ensure that staff are properly trained and updated for safeguarding protected PII and information designated as sensitive, including proper treatment, release and security of records. Access and release of records shall be in accordance with applicable guidelines. All staff shall follow the guidelines on the OCDB release of information form and shall obtain an original of the form prior to releasing information to anyone other than the participant. SUBRECIPIENT shall require all of its employees and volunteers who may provide EPP, WEX, and VTR services to sign a confidentiality agreement before commencing the provision of any services to maintain confidentiality of any and all materials and information with which they may come into contact except as may be required to provide services under this CONTRACT or to those specified in this CONTRACT as having the capacity to audit.

I. Security: SUBRECIPIENT shall maintain all customer files in a locked cabinet accessible only to authorized personnel. In addition, SUBRECIPIENT shall maintain an Information Technology (IT) usage policy to support security obligations regarding all confidential and sensitive information. Emails containing Personally Identifiable Information (PII) must be transmitted through secure emails.

4. PERFORMANCE AND DELIVERABLES**A. Performance Measures**

1. SUBRECIPIENT shall provide direct job placement and training services to EPP, WEX and VTR Participants as described in this CONTRACT through June 30, 2018.
2. All staff related to the project will execute project activities in accordance with the CONTRACT.

3. Attendance reports and Participant evaluations must be directly submitted to the WTW staff and/or OCDB Program Manager as applicable by the 10th of each month for the preceding month.
4. All deliverables related to the CONTRACT and Scope of Services will not be deemed "received" until reviewed and approved by OCDB.
5. The following deliverables as noted in the Scope of Services shall be delivered as such:
 - i. Place SSA referrals for EPP, WEX, or VTR within fourteen (14) working days.
 - ii. With OCDB guidance, the SUBRECIPIENT will establish a Memorandum of Understanding (MOU), or Cost-Sharing Agreement with the Comprehensive One-Stop Center Operator.
 - iii. SUBRECIPIENT will place a minimum of 190 new SSA EPP referrals in assignment and continue services to carry-in EPP Participants until June 30, 2018.
 - 73% of the Participants will complete the EPP activity
 - iv. SUBRECIPIENT will place a minimum 70 new SSA WEX referrals in assignment and continue services to carry-in WEX Participants until June 30, 2018.
 - 73% of the Participants will complete the WEX activity

Unsubsidized Employment of SSA WEX Referrals:

 - 63% of those who complete the WEX activity will be placed in unsubsidized employment within ~~30~~45 calendar days of completing the activity
 - v. SUBRECIPIENT will place a minimum 33 new SSA VTR referrals in training programs and continue services to carry-in VTR Participants until June 30, 2018
 - 73% of the Participants will complete the VTR activity

Unsubsidized Employment of SSA VTR Referrals:

 - 63% of those who complete the VTR activity will be placed in unsubsidized employment within ~~30~~45 calendar days of completing the activity
6. SUBRECIPIENT shall complete all forms and documentation as required and provided by OCDB.
7. SUBRECIPIENT shall provide OCDB with a written Program Work Plan describing workflow and all activities/services involved in the delivery of EPP, WEX, and VTR services, within ~~30~~45 days following full execution of the CONTRACT, for OCDB review and approval.
8. Limited funding and limited fund life requires that expenditures and participant information be reported in a timely and accurate manner, so that inefficiencies can be identified and unanticipated fund balances can be determined and reallocated to the best possible use.
9. Performance data, including expenditures, shall be reviewed monthly throughout the duration of the CONTRACT.
10. Timeframes and milestones may be adjusted due to unforeseen circumstances as mutually agreed upon between OCDB and SUBRECIPIENT.
11. Monitoring and Reviews:
 - (a) SUBRECIPIENT performance shall be monitored and reviewed by OCDB. SUBRECIPIENT shall cooperate and assist OCDB staff in monitoring

performance. OCDB staff will conduct case reviews as part of an on-going evaluation of SUBRECIPIENT'S performance.

- (b) OCDB may use a variety of inspection methods to evaluate SUBRECIPIENT's performance, including but not limited to:
 - i. Random sampling of program activities including a review of case files each month;
 - ii. Activity checklists and random observations;
 - iii. Inspect output items on a periodic basis as deemed necessary;
 - iv. Computer Information System reported results;
 - v. Participants' complaints and/or Participants' questionnaires; and
 - vi. Service provider complaints or reports.
- (c) OCDB may require corrective action plans when it is determined that services are performed unsatisfactorily during the review period. OCDB shall remedy the performance defects within the time period specified in the corrective action plan.
- (d) Performance evaluation meetings will be conducted by OCDB staff as necessary.
- (e) SUBRECIPIENT shall cooperate with OCDB in providing the information necessary for monitoring this CONTRACT, and with authorized SSA, State or Federal representatives who may audit WTW Program services.

B. Corrective Action Plans: SUBRECIPIENT is responsible for all commitments made in the Scope of Services and Performance Standards. SUBRECIPIENT's performance trends and corrective action plans will be critical to decisions regarding CONTRACT renewal, if available and if applicable. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or revocation of this CONTRACT. Performing below any individual performance measure for any month shall be subject to the following corrective action:

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

C. Accounting and Fiscal Controls

- 1. SUBRECIPIENT shall operate program in accordance with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200, et al.); all applicable OMB Circulars, Generally Accepted Accounting Principles (GAAP) and CFRs as indicated in Exhibit 7 of this CONTRACT.
- 2. Authorized signatures for execution of documents, amendments, budget modifications and invoices are limited to those individuals identified in Exhibit 8.
- 3. Invoice templates shall be provided by the OCDB Accounting Department.
- 4. Monthly Expenditure plan for each funding stream should be submitted to OCDB administrative office by July 30, 2018.

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

D. MIS Submission/Reporting:

1. SUBRECIPIENT shall adhere to MIS procedures for data entry, timelines and reporting requirements. Refer to the latest OCDB policies, State Information Notices and subsequent updates for complete information and guidance.
2. SUBRECIPIENT shall submit timely MIS paperwork 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;
3. SUBRECIPIENT shall use the most current templates provided by the OCDB. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;
4. SUBRECIPIENT shall implement a quality control process to ensure integrity of data submitted, review and approve all paperwork and reports submitted to the OCDB;
5. SUBRECIPIENT shall immediately implement and adhere to future policy revisions and changes or enhancements in procedures and processes pertaining to MIS submission and reporting;
6. SUBRECIPIENT shall immediately address problems, including attendance issues, achievements, or other inquiries about EPP, VTR, and WEX activities with affected Participant and employee/instructor. SUBRECIPIENT shall inform WTW staff within twenty-four (24) hours to allow for quick intervention and results oriented action to address the issue with the Participant.
7. SUBRECIPIENT shall provide monthly Participant attendance and progress reports including achievements and the number of hours worked, to WTW staff and/or OCDB Program Manager as applicable by the tenth (10th) calendar day of the preceding month.
8. SUBRECIPIENT shall provide by the seventh (7th) calendar day of each month a referral tracking report for the preceding month, in a format approved by OCDB. Data elements shall include, but not limited to the following for each program:
 - (a) Number of referrals received from SSA;
 - (b) Number of Participants enrolled and participating in EPP program, VTR, or WEX;
 - (c) Number of referrals returned to WTW staff prior to assignment in EPP, VTR, or WEX at the end of the reporting period;
 - (d) Total active Participants in EPP, VTR, and WEX;
 - (e) Number of Participants exiting EPP, VTR, and WEX;
 - (f) Number of Participants who completed their EPP, VTR, and WEX assignments;
 - (g) Number of EPP, VTR, and WEX Participants who obtained unsubsidized employment within 30 calendar days of completing the activity.
 - (h) Updated information on the status of the referrals, issues and concerns related to the Participants progress in the EPP, VTR or WEX activities.

E. BUDGET MODIFICATIONS

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

F. DELIVERABLES SUMMARY

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

DELIVERABLES SUMMARY MATRIX:

I. COORDINATION	Due Date
Operating Agreement with One-Stop Center Operator [p.7/8]	July 30, 2017
Developed Recruitment and Marketing materials [p.10]	Minimum of 3 working days prior to use for OCDB approval
II. REPORTS	Due Date
EPP/VTR/WEX Participant Attendance Reports [p.13]	10th day of the following month
III. PERFORMANCE	Due Date
EPP/VTR/WEX Referral Tracking Report [p.13/14]	7th of the month
VTR Vouchers [p.5]	As specified by OCDB policy
Corrective Action Plans, as applicable [p.12]	As directed by OCDB staff
Invoices [p.12/13]	20 th of each month
Monthly Expenditure Plan for each funding stream [p.13]	July 30, 2017



Attachment C Budget

Contractor: OCAPICA

SSA Employment Preparation Program (EPP)

FY 17-18

	PROGRAM NAME: OCAPICA	Budget Categories	
		EPP	Total
PROGRAM	Operations Activities: Salaries and Benefits		
	Salaries	\$ 214,179	\$ 214,179
	Benefits	\$ 49,091	\$ 49,091
	Salaries and Benefits Subtotal	\$ 263,270	\$ 263,270
	Rent and Facilities	\$ 48,368	\$ 48,368
	Background Checks	\$ 300	\$ 300
	Communications	\$ 3,900	\$ 3,900
	Mileage	\$ 4,224	\$ 4,224
	Supplies	\$ 3,120	\$ 3,120
	Equipment	\$ 5,100	\$ 5,100
	Other:	\$ -	\$ -
	Operations Subtotal	\$ 65,012	\$ 65,012
	All Program Subtotal	\$ 328,282	\$ 328,282
ADMIN	Administration		
	Administration	\$ 36,500	\$ 36,500
	Administration Subtotal	\$ 36,500	\$ 36,500
	Total Budget	\$ 364,782	\$ 364,782

Salaries - 4.91FTE's (3 Job Developers, 1 office technician, .91 Program manager)

Rent and facilities - 2,726 Square footage



Attachment C Budget

Contractor: OCAPICA

SSA Vocational Training (VTR)

FY 17-18

	PROGRAM NAME: OCAPICA	Budget Categories	
		VTR	Total
PROGRAM	Operations Activities: Salaries and Benefits		
	Salaries	\$ 40,907	\$ 40,907
	Benefits	\$ 10,182	\$ 10,182
	Salaries and Benefits Subtotal	\$ 51,089	\$ 51,089
	Rent and Facilities	\$ 8,550	\$ 8,550
	Background Checks	\$ -	\$ -
	Communications	\$ 661	\$ 661
	Mileage	\$ 900	\$ 900
	Supplies	\$ 950	\$ 950
	Equipment	\$ 850	\$ 850
	Other:	\$ -	\$ -
	Operations Subtotal	\$ 11,911	\$ 11,911
	All Program Subtotal	\$ 63,000	\$ 63,000
ADMIN	Administration		
	Administration	\$ 7,000	\$ 7,000
	Administration Subtotal	\$ 7,000	\$ 7,000
	Total Budget	\$ 70,000	\$ 70,000

Salarais between both VTR and WEX 2.75 FTE's (2 Job Developers, .5 Workforce support, .25 Program Supervisor)



Attachment C Budget

Contractor: OCAPICA

SSA Work Experience (WEX)

FY 17-18

	PROGRAM NAME: OCAPICA	Budget Categories	
		WEX	Total
PROGRAM	Operations Activities: Salaries and Benefits		
	Salaries	\$ 73,674	\$ 73,674
	Benefits	\$ 15,880	\$ 15,880
	Salaries and Benefits Subtotal	\$ 89,554	\$ 89,554
	Rent and Facilities	\$ 17,323	\$ 17,323
	Background Checks	\$ 100	\$ 100
	Communications	\$ 1,428	\$ 1,428
	Mileage	\$ 1,935	\$ 1,935
	Supplies	\$ 2,500	\$ 2,500
	Equipment	\$ 1,890	\$ 1,890
	Other:	\$ -	\$ -
	Operations Subtotal	\$ 25,176	\$ 25,176
	All Program Subtotal	\$ 114,730	\$ 114,730
ADMIN	Administration		
	Administration	\$ 12,300	\$ 12,300
	Administration Subtotal	\$ 12,300	\$ 12,300
	Total Budget	\$ 127,030	\$ 127,030

Orange County Asian and Pacific Islander Community Alliance (OCAPICA)
PERFORMANCE
SSA-EPP, PY 2017-18

Employment Preparation Program (EPP)

Enrollments	<p><i>Enroll a minimum of 190 new SSA EPP participants in EPP assignments until June 30, 2018</i></p> <p><i>Continue services to carry-in participants (from PY 2016-17) until attainment of expected outcomes</i></p>
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PERFORMANCE MEASURES	
Assignment Rate <i>(Rate of Participants Assisnged to a Work Site)</i>	83.0%
	<i>83% of referrals received shall be placed in EPP assignments within 14 working days.</i>
Completion Rate <i>(Participant Completion Rate)</i>	73.0%
	<i>73% of total participants served and exited shall complete their EPP assignments</i>

Orange County Asian and Pacific Islander Community Alliance (OCAPICA)
PERFORMANCE
SSA-VTR, PY 2017-18

Vocational Training (VTR)

Enrollments	<p><i>Enroll a minimum of 33 new SSA VTR participants in training programs until June 30, 2018</i></p> <p><i>Continue services to carry-in participants (from PY 2016-17) until attainment of expected outcomes</i></p>
--------------------	---

PERFORMANCE MEASURES	
Assignment Rate <i>(Rate of Participants Assigned to a Work Site)</i>	83.0%
	<i>83% of referrals received shall be placed in training programs within 14 working days.</i>
Completion Rate <i>(Participant Completion Rate)</i>	73.0%
	<i>73% of total participants served and exited shall complete their training programs</i>
Placement/Employment Rate <i>(Participant Employment Rate at Conclusion of Program (unsubsidized))</i>	63.0%
	<i>63% of total participants with completion shall be placed in unsubsidized employment.</i>

Orange County Asian and Pacific Islander Community Alliance (OCAPICA)
PERFORMANCE
SSA-WEX, PY 2017-18

WORK EXPERIENCE (WEX)

Enrollments	<p>Enroll a minimum of 70 new SSA WEX participants in WEX assignments until June 30, 2018</p> <p>Continue services to carry-in participants (from PY 2017-18) until attainment of expected outcomes</p>
-------------	---

PERFORMANCE MEASURES	
Assignment Rate (Rate of Participants Enrolled in Training Rate)	<p style="text-align: center;">83.0%</p> <p>83% of referrals received shall be placed in WEX assignments within 14 working days.</p>
Completion Rate (Participant Completion Rate)	<p style="text-align: center;">73.0%</p> <p>73% of total participants served and exited shall complete their WEX assignments</p>
Placement/Employment Rate (Participant Employment Rate at the Conclusion of Program (unsubsidized))	<p style="text-align: center;">63.0%</p> <p>63% of total participants with completion shall be placed in unsubsidized employment.</p>

COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS

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

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

The certifications will be stated as follows:

"I certify that Orange County Asian and Pacific Islander Community Alliance (OCAPICA) is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of CONTRACT # 167-28-0031-WS-P with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

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

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

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

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

(blank form)

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

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

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

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

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

"I certify that Orange County Asian and Pacific Islander Community Alliance (OCAPICA) is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of CONTRACT # 176-28-0031-WS-P with the County of Orange. I understand that failure to comply shall constitute a material breach of the CONTRACT and that failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

Authorized Signature

Print Name

Title

DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name

Orange County Asian and Pacific Islander Community Alliance (OCAPICA)

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

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

CERTIFICATION

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

Official's Name

Orange

Date Executed

Executed in the County of

Contractor or Grantee Recipient Signature and Title

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name

Title

Authorized Signature

Date

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

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

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

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

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

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

Orange County Asian and Pacific Islander Community Alliance (OCAPICA)
Grantee/Contractor Organization

Name

Title

Authorized Signature

Date

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

<p>1. Type of Federal Actions:</p> <p>a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Actions:</p> <p>a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing</p> <p>b. material change</p> <p>For material change only: Year: _____ Quarter: _____ Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity Prime Subawardee</p> <p>Tier _____ if known</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name/Description</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheets SF-LLL-A, if necessary)</p>	<p>10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply): \$ Actual _____ Planned _____</p>	<p>13. Type of Payment (check all that apply)</p> <p>a. retainer</p> <p>b. one-time free</p> <p>c. commission</p> <p>d. contingent fee</p> <p>e. deferred</p> <p>f. other specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p>a. cash</p> <p>b. in-kind: specify: nature: _____ value: _____</p>		
<p>14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:</p>		
<p>15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		<p>Signature: _____</p> <p>_____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMS - 0348-0046

Reporting Entity: _____

Page _____ of _____

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

EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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

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

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

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

N/A EXEMPT

_____	_____
First Name & Middle Initial	Last Name

Social Security No.	
_____	\$
Contract Number	Dollar Value of Contract

Start Date	Expiration Date



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

Effective: July 1, 2010
Revised: February 28, 2017

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 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):

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

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

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

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

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

**Inquiries may be directed to OCCR Accounts Payable at:
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