



**AMENDMENT NUMBER EIGHT
TO
CONTRACT No. MA-012-22011500
BETWEEN THE COUNTY OF ORANGE
AND
MANAGED CAREER SOLUTIONS, SPC**

**FOR THE PROVISION OF
Title V SENIOR COMMUNITY SERVICES EMPLOYMENT PROGRAM**

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

This Amendment to Contract No. MA-012-22011500, hereinafter referred to as “Amendment Number Eight” is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” and Managed Career Solutions, SPC, D-U-N-S No. 614094019, a California non-profit corporation, with a place of business at 3333 Wilshire Blvd., Ste. #405, Los Angeles, CA 90010-4111, hereinafter referred to as “Subrecipient,” with County and Subrecipient sometimes referred to as “Party,” or collectively as “Parties.”

RECITALS

WHEREAS, County and SER-Jobs for Progress, Inc.– San Joaquin Valley entered into Contract No. MA-012-22011500, hereinafter referred to as “original Contract,” for the provision of the Title V Senior Community Services Employment Program, commencing July 1, 2022, through June 30, 2023 in an amount not to exceed \$801,269; and

WHEREAS, on July 26, 2022, the County executed Amendment No. 1 to the original Contract effective July 1, 2022 and increased the Contract by the monetary amount of \$7,298 for a new maximum obligation amount of \$808,567; and replaced Attachment B, Payment/Compensation, with Attachment B-1; and replaced Attachment C, Budget Schedule, with Attachment C-1; and replaced Attachment D, Staffing Plan, with Attachment D-1; and replaced Attachment E, Performance Standards, with Attachment E-1; and replaced Attachment F, Federal Award Identification, with Attachment F-1; and

WHEREAS, Parties executed Amendment No. 2 to amend the original Contract; and made a minor modification to Paragraph 62 of the original Contract; replaced Attachment A, Scope of Services, with Attachment A-1; replaced Attachment B-1, Payment/Compensation, with Attachment B-2; and

WHEREAS, Parties executed Amendment No. 3 to update and replace Attachment C-1 Budget Schedule; and D-1 Staffing Plan; and

WHEREAS, on June 6, 2023, Parties executed Amendment Number Four to renew the original Contract for an additional one-year period, effective July 1, 2023 through June 30, 2024; increased Contract monetary amount by \$808,567 for Fiscal Year 2023-24, with a new cumulative Contract not to exceed amount of \$1,617,134; replaced Attachment B-2, Payment Compensation; replaced C-2, Budget Schedule; replaced D-2, Staffing Plan; replaced E-1, Performance Standards; replaced F-1 Federal Award Identification; and,

WHEREAS, on June 23, 2023, Parties executed Amendment Number Five and replaced Attachment C-3, Budget Schedule for Fiscal Year 22-23; and,

WHEREAS, on September 5, 2023, Parties executed Amendment Number Six and updated some of the Definitions; made minor modifications to Paragraph 46 and Paragraph 49; decreased contract amount by \$1.00 for FY 23-24 for a new Contract amount of \$808,566; with a new cumulative Contract not to exceed amount of \$1,617,133; replaced A-1, Scope of Services; replaced B-3, Payment Compensation; and replaced Attachment C-3, Budget Schedule; and,

WHEREAS, on December 28, 2023, Parties executed Amendment Number Seven to amend original Contract to decrease contract amount by \$5,696 for FY 23-24 for a new Contract amount of \$802,870; with a new cumulative Contract not to exceed amount of \$1,611,437; replaced Attachment B-4, Payment Compensation; replaced Attachment C-4, Budget Schedule; and,

WHEREAS, SER-Jobs for Progress, Inc. – San Joaquin Valley informed County that SER-Jobs for Progress, Inc. – San Joaquin Valley desires to assign the Contract to Subrecipient.

WHEREAS, Paragraph I. Assignment, of the Contract requires County's express written consent to any assignment for the Contract; and

WHEREAS, County, Subrecipient, and SER-Jobs for Progress, Inc. – San Joaquin Valley are concurrently herewith entering into an Assignment, Assumption and Consent that assigns the Contract, and all rights, duties, and obligations thereunder from SER-Jobs for Progress, Inc. – San Joaquin Valley to Subrecipient, effective April 1, 2024; and

WHEREAS, Parties desire to enter into this Amendment Eight for the purpose of replacing SER-Jobs for Progress, Inc. – San Joaquin Valley with Subrecipient and updating Subrecipient's name and certain obligations and information within the Contract as outlined below; renewing the Contract, effective July 1, 2024 through June 30, 2025; increasing the Contract amount by \$802,870 for a new cumulative Contract not to exceed amount of \$2,414,307; replacing Attachment A-2, Scope of Services; replacing Attachment B-5, Payment Compensation; replacing Attachment C-5, Budget; replacing Attachment D-4, Staffing Plan; replacing Attachment E-3, Performance Standards; replacing Attachment F-3, Federal Award Identifications; and replacing Exhibits 1 through 6; and

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, both Parties mutually agree to amend as follows:

1. Entity and Name Change: All references to SER-Jobs for Progress, Inc. – San Joaquin Valley are deleted in their entirety and replaced with Managed Career Solutions, SPC.
2. The portion of Paragraph 31. Notices, of the Contract pertaining to SER-Jobs for Progress, Inc. – San Joaquin Valley is hereby amended and replaced in its entirety as with Subrecipient's information, as follows:

Managed Career Solutions, SPC
Philip Starr, Executive Director
333 Wilshire Blvd., Suite #405
Los Angeles, CA 90010-4111

3. Contract is renewed for an additional one-year period, effective July 1, 2024, through June 30, 2025, with a new cumulative Contract not to exceed amount of \$2,414,307.
4. Attachment A-2, Scope of Services, is hereby replaced with Attachment A-3.

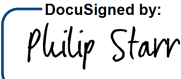
5. Attachment B-5, Payment Compensation, is hereby replaced with Attachment B-6.
6. Attachment C-5 Budget, is hereby replaced with Attachment C-6
7. Attachment D-4, Staffing Plan, is hereby replaced with Attachment D-5.
8. Attachment E-3, Performance Standards, is hereby replaced with Attachment E-4.
9. Attachment F-3, Federal Award Identification, is hereby replaced with Attachment F-4.
10. Exhibit 1 – Drug Free Workplace Certification, is hereby replaced with Exhibit 1-1.
11. Exhibit 2 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary exclusion Lower Tier Covered Transactions, is hereby replaced with Exhibit 2-1.
12. Exhibit 3 – Certification Regarding Lobbying, Certification for Contracts, Grants, Loans and Cooperative Agreements, is hereby replaced with Exhibit 3-1.
13. Exhibit 4 – Instructions for Completion of SF-LLL Disclosure of Lobbying Activities, is hereby replaced with Exhibit 4-1.
14. Exhibit 5 – Reimbursement Policy Status Form, is hereby replaced with Exhibit 5-1.
15. Exhibit 6 – California Civil Rights Laws Certification, is hereby replaced with Exhibit 6-1.

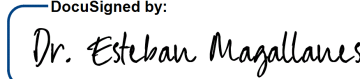
Except as otherwise expressly set forth herein, all terms and conditions contained in the original Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Number Seven on the dates with their respective signatures:

*** MANAGED CAREER SOLUTIONS, SPC**

By: 
C93693CAEDBA481...
 Name: Philip Starr
 (Print)
 Title: Philip Starr, Executive Director
3/18/2024
 Dated: _____

By: 
EEF469E979F641C...
 Name: Dr. Esteban Magallanes
 (Print)
 Title: president
3/18/2024
 Dated: _____

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

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


COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____
 Deputized Purchasing Agent
 OC Community Resources

Dated: _____

**APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL**

By: 
74000D32EE65457...
 DEPUTY COUNTY COUNSEL

Dated: 3/19/2024

SCOPE OF SERVICES

Title V Senior Community Service Employment Program (SCSEP)

1. Program Overview

The Title V SCSEP is the only federally sponsored employment training program targeted specifically to low-income older individuals who want to enter or re-enter the workforce. Program participants receive work experience for a maximum period of 48 months at local public or nonprofit agencies and are paid the higher of the federal, state, or local minimum wage while in community service assignments and other job training opportunities. The dual goals of the program are to promote useful opportunities in community service job training and to move Title V SCSEP participants into unsubsidized employment, where appropriate.

2. General Requirements

Subrecipient agrees to comply, remain informed, and deliver services consistent with the provisions of the Title V of the Older Americans Act, Workforce Innovation and Opportunity Act (WIOA), the Orange County Office on Aging (OoA) policies, the Orange County Region Five-Year Strategic Plan, applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, the negotiated Memoranda of Understanding, federal and state governance documents, and/or any other appropriate statutes or requirements related to services provided within this Contract.

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

3. Statutory Provisions

Subrecipient shall implement the services and perform this contract in accordance with the statutory provisions of Title V SCSEP and all applicable laws, and regulations including but not limited to:

- A. Workforce Innovation and Opportunity Act (WIOA) of 2014, Public Law 113-128
- B. Department of Labor, Employment and Training Administration, 20 CFR Parts 603,651,652, et al. WIOA Final Rule
- C. Department of Labor, Employment and Training Administration, 20 CFR Parts 676,677 and 678 WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule
- D. Information Bulletins, Directives and any other federal and/or state guidance documents pertaining to the WIOA.
- E. Policies and Procedures, action items, and directives issued by the OoA, or staff relevant to this Contract, specifically Reporting Policies and Procedures, Monitoring Guide Policy and Procedure, and Audit Requirements.
- F. State of California Welfare and Institutions Code Section 11200 et seq.
- G. Titles VI and VII of the Civil Rights Act of 1964.
- H. Second Chance Act of 2007 (H.R. 1593), Section 212.
- I. Older Americans Act (OAA) of 1965, as amended through Public Law 116-131, enacted March 25, 2020
- J. 42 U.S. Code 3056 Older American Community Service Employment Program
- K. 20 CFR Part 641; and 20 CFR Part 641 SCSEP: Final Rule, September 1, 2010.
- L. 20 CFR Part 641 SCSEP; Performance Accountability, Final Rule, August 29, 2018.
- M. 2 CFR Part 200, Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Final Rule.
- N. 2 CFR Part 2900, Uniform Administrative, Requirements, Cost Principles and Audit Requirements for Federal Awards Technical Amendments, Department of Labor (DOL).
- O. 20 CFR 678.400 through 20 CFR 678.510.
- P. Jobs for Veterans Act of 2002, Public Law 107-288. [38 U.S.C. 4215]
- Q. Age Discrimination in Employment Act of 1967, Public Law 90-202.

- R. California Healthy Workplaces/Healthy Families Act 2014.
- S. Age Discrimination Act of 1975. [42 U.S.C. 6101 to 6107]
- T. State of California Employment Development Department Directive WSD18-12
- U. Training and Employment Guidance Letter (TEGL 16-16)
- V. Other CDA PMs, laws, regulations, and guidance pertaining to Title V SCSEP posted on the CDA website.
- W. Any other subsequent TEGLs, memos, bulletins, or similar instructions issued during the term of this Contract by DOL.
- X. Privacy Act of 1974, as amended, 5 U.S.C. § 552a.

4. Orange County Workforce Solutions AJCC

The OC Workforce Solutions, formerly known as OC One-Stop Center, is a comprehensive AJCC comprised of a collaboration of organizations and agencies that are responsible for the administration of workforce development, education and training programs, social services and other human services programs and funding streams that provides assistance, services, and activities to job seekers, youth, dislocated workers, people with disabilities, veterans, and other community members facing barriers. The Business Solutions team supports local businesses with hiring and staffing solutions, customized training programs, business resources, layoff aversion, and outplacement assistance. OC Workforce Solutions works in partnership with the Orange County Board of Supervisors and the Orange County Workforce Development Board to help build a more competitive workforce and business community that is ready to fuel our region's economic vitality.

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

Subrecipient shall provide SCSEP services at a comprehensive and/or specialized/affiliate AJCC in Orange County as a co-located partner of the Memorandum of Understanding under WIOA (20 CFR 678.400 and EDD Directive WSD18-12). The County reserves the right to select, modify and approve the location(s) as necessary to serve the best interests of the County. Subrecipient shall contribute to the infrastructure costs and operational costs of the one-stop delivery system in proportion to usage and relative benefits received, as required in 20 CFR 678.700 and 678.760, 34 CFR 361.700 and 361.760, and 34 CFR 463.700 and 463.760.

5. Vision for the Orange County One-Stop Delivery System under WIOA

WIOA is quality-focused, employer-driven, customer-centered, and tailored to meet the needs of regional economies. The OC Workforce Solutions is designed to increase access to, and opportunities for, the employment, education, training, and support services that individuals need to succeed in the labor market, particularly those with barriers to employment. It aligns workforce development, education, and economic development programs with regional economic development strategies to meet the needs of local and regional employers, and provide a comprehensive, accessible, and high-quality workforce development system. Subrecipient shall partner and provide access to services provided by the mandated WIOA One-Stop partners as described in the Act, as well as any additional partners identified by the OoA or the Orange County Board of Supervisors.

The SCSEP is a required partner in the local One-Stop delivery system under the WIOA (20 CFR 678.400). When acting in their capacity as WIOA partners, Subrecipient shall follow all applicable rules under WIOA and its regulations. As a partner of the delivery system, Subrecipient shall comply and adhere with all WIOA laws, directives, and mandates applicable to Title V SCSEP and the negotiated MOU. In addition to providing career services, Subrecipient must coordinate arrangements through the One-Stop delivery system to provide eligible and ineligible individuals with referrals to WIOA career and training services and access to other activities and programs carried out by other One-Stop partners. Subrecipient will use the designated referral method as described in the MOU and collaborate with partners within the AJCC to align services and maximize resources for the target population (EDD Directive WSD18-12).

6. Federal Award Identification- See Attachment F attached to this Contract.

7. Subrecipient or Contractor

In accordance with the requirements of 2 CFR 200.330 (Subrecipient and Contractor determinations) and for the purpose of this Contract, SER-Jobs for Progress, Inc. - San Joaquin Valley is determined to be a: Subrecipient.

I. COORDINATION

A. General Overview

The Orange County Office on Aging (OoA) has partnered with the Orange County Board of Supervisors to oversee the SCSEP program. OoA currently provides direct and subcontracted services for the aging population of Orange County.

To effectively promote and develop career pathways and sector strategies, it is vital that the WIOA core and One-Stop required partners work together to ensure a customer-centered approach to service delivery (TEGL 16-16). Subrecipient shall establish effective working relationships and collaboration with WIOA AJCC partners, cities, community organizations, employers, and other training programs to align resources and integrate the service delivery system.

Subrecipient shall serve as the service provider of the SCSEP program for the Orange County Office on Aging as outlined within this Attachment. Subrecipient shall provide a comprehensive, countywide menu of programs and services to low-income persons 55 years of age and older, who have poor employment prospects, and require assistance with employment training opportunities, retention, earnings, occupational skill attainment, and transitioning to unsubsidized employment to re-enter or remain in the workforce.

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

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

B. Service Delivery Area

Services shall be offered Countywide. Subrecipient's service location(s): **Brea-** 675 Placentia Ave 3rd Floor, Brea, CA 92821; **Laguna Niguel-** 28202 Cabot Rd Ste 140, Laguna Niguel, CA 92677. If operating SCSEP at multiple locations, at least one location shall be at a comprehensive and/or specialize or affiliate AJCC within Orange County. The County reserves the right to select, modify, and approve the location(s) as necessary that serves in the best interest of the County.

II. SERVICE STANDARDS

A. Hours of Operation and Schedules

1. **Regular Hours of Operation:** Contracted service hours of operation shall be Monday through Friday, from 9:00 am to 6:00 pm, excluding County observed holidays.
2. The County reserves the right to set and modify hours of operation based on program demands that will most effectively serve the needs of its customers.

3. **Holiday Operation Schedules:** Subrecipient shall ensure that full-service delivery is available throughout the year with limited closures as detailed below for the following County-observed holidays. County holidays that fall on a Saturday will be observed on the preceding Friday.

County Holidays	
Independence Day	Christmas Day
Labor Day	New Year's Day
California Native American Day*	Martin Luther King Jr. Day
Veteran's Day	Lincoln's Day*
Thanksgiving Day	President's Day
Memorial Day	

***Title V/SCSEP regulations list fringe benefits as compensation for scheduled work hours during which a host agency is closed for a federal holiday. Subrecipient may observe the California Native American Day holiday, Lincoln's Day holiday, and Day After Thanksgiving holiday; but shall not utilize contract funds for holiday pay to contract staff and participants for these three (3) County-recognized holidays.**

B. Funding Requirements

If Subrecipient receives funds pursuant to this Contract for more than one program, the funds received by Subrecipient for each program shall be expended only for that program, and Subrecipient shall not expend more funds for any program than are set forth in the Attachment C, Budget Schedule(s) for that program.

Subrecipient shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff and volunteers required for provision of the services described. Such staff and volunteers shall be qualified in accordance with all applicable statutes and regulations. Subrecipient agrees to submit to Administrator, upon request, a list of persons, including employees, subcontractors, and volunteers, who are to provide such services, and any changes to said list, by name, title, professional degree, and experience.

Additional Services. Subrecipient also shall provide the following services to Older Individuals to whom it provides the services described herein in Attachment A with the consent of the Older Individual, or his or her representative, Subrecipient shall bring to the attention of appropriate officials for follow-up, conditions or circumstances which place the Older Individual, or the household of the Older Individual, in imminent danger. Nothing in this paragraph shall be construed to limit Subrecipient's responsibilities for elder abuse reporting as set forth in this Contract.

Coordination of services. Subrecipient shall assure that all services funded under this Contract are coordinated with other appropriate services in the community and that services funded under this Contract do not constitute unnecessary duplications of services provided by other sources.

Coordination of resources. Subrecipient shall work collaboratively with County, particularly the Information and Assistance Program (I&A), to ensure that clients who may need any services available through Older Americans Act or Older Californians Act Programs are referred to I&A for assistance in accessing these services.

C. Records

1. Subrecipient shall maintain true and accurate accounts, records, financial and statistical data, which shall correctly reflect the business transacted by Subrecipient in accordance with generally accepted

accounting principles. This includes, but not limited to the following: financial statements, single audit report, general ledgers, summary worksheet identifying the results of performing an audit resolution of its subcontractors, Letters of Contract, accounting records, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to OoA and CDA. All records pertaining to this Contract must be made available for inspection and audit by the County and/or State or its duly authorized agents, at any time during normal business hours. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County or until an audit has occurred and an audit resolution has been reached whichever is later. Storage of records in another County will require written approval from the County. Subrecipient shall reimburse County for all costs and expenses incurred by County and/or the State and U. S. government resulting from travel to a location outside of the County to inspect the records.

2. Records Retention. All such records including confidential records, and evidence pertaining to all costs of Subrecipient related to this Contract shall be maintained and made available by the Subrecipient and kept at Subrecipient's office or place of business: 1) for the duration of this Contract and thereafter for three (3) years unless indicated longer by CDA, up to seven years, after completion of an audit and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit and Risk Management Branch; 2) for such longer period, if any, as is required by applicable statute, by any other clause of this Contract, or by Paragraphs 1 and 3 of Article C, and 3) for such longer period as CDA deems necessary. Records which relate to: (1) complaints, claims, administrative proceedings, or litigation arising out of the performance of this Contract; or (2) costs and expenses of this Contract to which County or any other governmental department takes exception, shall be retained beyond the three (3) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.
3. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Paragraph 1 above. The Subrecipient shall ensure that any resource directories and all client records remain the property of County upon termination of this Contract and are returned to County or transferred to another subrecipient as instructed by OoA or CDA.
4. Liability. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of OoA and/or CDA and is so stated in writing to Subrecipient.
5. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by OoA under this Contract. If the allowability of expenditures cannot be determined because records or documentation of the Subrecipient are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the monitoring and/or audit and may be disallowed by OoA and/or CDA during the monitoring and/or audit resolution process.
6. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Contract. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

D. Expenditure of Funds

1. Subrecipient shall expend all funds received hereunder in accordance with the Contract.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.
 - a) In State: Mileage/Per Diem (meals and incidentals)/Lodging – <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>
 - b) Out of State - <http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201>

This is not to be construed as limiting Subrecipient from paying any differences in costs, from funds other than those provided by this Contract, between CalHR rates and any rates Subrecipient is obligated to pay under other contractual Contracts. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CDA. [SCM 3.17.2.A(4)]

The County reserves the right to refuse payment to the Subrecipient or disallow costs for any expenditure, as determined by County and/or CDA to be out of compliance with this Contract, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

E. Matching Contributions

The Subrecipient shall provide the minimum matching contribution as set forth in Attachment C Budget Schedule. Subrecipient shall be financially responsible if they fail to meet the matching contributions requirement and compliance with that requirement will be determined by examining expenditures of SCSEP funds (20 CFR 641.876). The matching contributions must be met at the time that all SCSEP funds have been expended by the subrecipient or by the performance period end date.

Matching Contributions means local cash and/or in-kind contributions made by Subrecipient that qualify as match for the Contract funding.

1. Cash and/or in-kind contributions may count as match if such contributions are used to meet program requirements.
2. Any matching contributions (cash or in-kind) must be verifiable from the records of Subrecipient.
3. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.

Any resources contributed to the program in addition to the minimum cost share funds will be considered leveraged resources. Subrecipient must identify intended sources of this non-Federal share in the Budget. Changes in the Contract Budget may result in changes to the minimum matching contribution requirement.

F. Program Income

1. Program Income is revenue generated by the Subrecipient from contract-supported activities and includes:
 - a) Voluntary contributions received from a participant or responsible party as a result of the service.
 - b) Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Contract.
 - c) Royalties received on patents and copyrights from contract supported activities.
 - d) Proceeds from the sale of items fabricated under a contract Contract.
2. Costs of generating program income may be deducted from gross income to determine program income earned, provided these costs are not charged to contract funds.

3. Program income must be expended prior to drawing down additional funds as required in [2 CFR 200.305(b)(5)] and [2 CFR 200.307(e)].
4. Program Income remaining at the end of the period of performance must be returned to OoA/CDA.
5. Program Income may not be used to meet the matching requirements of this Contract.

G. Recipient Local Share

Subrecipient must report all non-federal share of costs as recipient local share (match) in the budget and may be provided in cash, or in-kind, or a combination of the two. In-kind costs are the value of non-cash goods, such as host agency supervisor hours and services that directly benefit the program. Recipient Local Share (cash and/or in-kind) must be reported monthly, and shall be limited to:

1. Cash and/or in-kind contributions if such contributions are used to meet program requirements.
2. Recipient Local Share (cash and/or in-kind) verifiable from the records of the Subrecipient.
3. Recipient Local Share used for allowable costs in accordance with the Code of Federal Regulations [2 CFR 200] and [2 CFR 2900].
4. On-the-Job Experience expenditures applied to wages and fringe benefits, other program costs, or administration, shall be identifiable in the Subrecipient's records.

H. Financial Management

The Subrecipient shall meet the following standards for its financial management systems, as stipulated in 2 CFR 200.302:

1. Financial Reporting.
2. Accounting Records.
3. Complete Disclosure.
4. Source Documentation.
5. Internal Control.
6. Budgetary Control.
7. Cash Management (written procedures).
8. Allowable Costs (written procedures).

I. Budget and Budget Revision

Subrecipient shall be reimbursed for reasonable, allowable, and allocable expenses only as itemized in the approved Budget. For budget revision, Subrecipient shall submit a budget modification request to OoA for any line-item budget transfer of funds.

The Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. The Subrecipient's budget shall include, at a minimum, the following items when reimbursable under this Contract:

1. Personnel Costs - monthly, weekly, or hourly rates, as appropriate and personnel classifications together with the percentage of time to be charged to this Contract.
2. Fringe Benefits.
3. Contractual Costs – subcontract and consultant cost detail.
4. Indirect Costs.
5. Rent - specify square footage and rate.

6. Supplies.
7. Equipment - detailed descriptions and unit costs.
8. In State Travel – mileage reimbursement rate, lodging, per diem and other costs.
9. Out of State Travel - any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.
10. Other Costs - a detailed list and narrative of other operating expenses.

Subrecipient may charge expenditures associated with participant assessment, training, job development, counseling functions, etc. to the Program Other category in the Title V Budget.

Subrecipient shall also ensure that of the total federal funds expended, not less than seventy-nine percent (79%) shall be spent for Participant Wages and Fringe Benefits (PWFB). Participant wages are based on the higher of the federal, state, or local hourly minimum wage, and include orientation. Title V/SCSEP regulations list fringe benefits as the offer of an annual physical examination, workers compensation coverage, Federal Insurance Contributions Act (FICA), compensation for scheduled work hours during which a host agency is closed for a federal holiday, sick leave that is not part of an accumulated sick leave program, and other allowable training expenses.

The Subrecipient shall ensure that of the total federal funds, no more than eleven percent (11%) shall be spent on the Program Other category.

J. Property

1. Unless otherwise provided for in this Paragraph C, property refers to all assets used in operation of this Contract.
 - a) Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc.
 - b) Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
2. Property acquired under this contract, which meets any of the following criteria is subject to the reporting requirements:
 - a) Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 for all equipment purchased after June 30, 2020 (desktop or laptop setup, is considered a unit, if purchased as a unit).
 - b) All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook, computers, tablets, smartphones, and cellphones).
 - c) All portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
3. All computing and portable electronic storage media devices, regardless of cost, require detailed justification from Subrecipient and must be approved by OoA and CDA.
4. Equipment/Property with a per unit cost of \$5,000 or more requires detailed justification from the Subrecipient and must be approved by OoA, CDA, and DOL.
5. Additions, improvements, and betterments to assets meeting all the conditions in Section B, above, must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

6. Intangibles are property, which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
7. Subrecipient shall keep track of property purchased with funds from this Contract and submit to County a Property Acquisition Form (CDA 9023), in electronic form, for all property furnished or purchased with funds awarded under the terms of this Contract, as instructed by County or CDA. Subrecipient shall certify their reported property inventory annually with the Closeout by completing the Program Inventory Certification (CDA 9024) to County unless otherwise directed by Administrator.
8. Subrecipient shall record, at a minimum, the following information when property is acquired:
 - a) Date acquired
 - b) Item description (include model number)
 - c) CDA-issued tag number
 - d) Serial number (if applicable)
 - e) Purchase cost or other basis of valuation
 - f) Fund source
9. Subrecipient must submit a certification of all equipment/property purchased with program funds to OoA at the end of each fiscal year.
10. Disposal of Property:
 - a) Prior to disposal of any property purchased with funds from this Contract or any predecessor Contract, Subrecipient must obtain approval from CDA for reportable property. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. Subrecipient shall submit via email to County the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct County on disposition of the property, and County will notify Subrecipient. Once approval for disposal has been received from CDA, and the County has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from Subrecipient's inventory report. Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. Subrecipient will be liable for repayment of purchase price of equipment if Subrecipient disposes of equipment without prior approval from CDA.
 - b) Subrecipient must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
11. Any loss, damage, or theft of equipment shall be investigated and fully documented. The Subrecipient shall promptly notify OoA and shall provide copies of investigative documentation and police reports as requested by OoA/CDA.
12. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by federal law or regulations or as otherwise agreed by the Parties.

13. Subrecipient shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project and shall assume responsibility for replacement or repair of such property during the period of the project, or until Subrecipient has complied with all written instructions from County regarding the final disposition of the property.
14. In the event of Subrecipient's dissolution or upon termination of this Contract, Subrecipient shall provide a final property inventory to County. The State reserves the right to require Subrecipient to transfer such property to another entity or to the State.
15. To exercise the above right, no later than 120 days after termination of this Contract or notification of Subrecipient's dissolution, County will issue specific written disposition instructions to Subrecipient.
16. Subrecipient shall use the property for the purpose for which it was intended under the Contract. When no longer needed for that use, Subrecipient shall use it, if needed, and with written approval of County for other purposes in this order:
 - a) Another CDA program providing the same or similar service
 - b) Another CDA-funded program
17. Subrecipient may share use of the property and equipment or allow use by other programs, upon written approval from County. As a condition of the approval, County may require reimbursement under this Contract for its use.
18. Subrecipient and subcontractors shall not use equipment or supplies acquired under this Contract with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
19. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

K. Information Integrity and Security

1. Information Assets. Subrecipient shall have in place operational policies, procedures, and practices to protect State information assets including those assets used to store or access Personal Health Information (PHI), Personal Information (PI), and any information protected under the Health Insurance Portability and Accountability Act (HIPAA) (i.e., public, confidential, sensitive and/or personal information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, Section 5300 to 5365.3; Cal. Gov. Code § 11019.9; DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual. Information assets may be in hard copy or electronic format and may include (but are not limited to):
 - a) Reports
 - b) Notes
 - c) Forms
 - d) Computer, laptops, cellphones, printers, scanners
 - e) Networks (LAN, WAN, WIFI) servers, switches, routers
 - f) Storage media, hard drives, flash drives, cloud storage
 - g) Data, applications, database
2. Encryption on Portable Computing Devices. Subrecipient is required to use 128-Bit encryption for PSCI data that is collected and stored under this Contract that is confidential, sensitive, and/or personal information including data stored on all computing devices (including, but not limited to, workstations,

servers, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including, but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

3. Disclosure.

- a) Subrecipient shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations, or policies.
 - b) Subrecipient shall protect from unauthorized disclosure, PSCI such as names and other identifying information, concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant.
 - c) "Personal Identifying information (PII)" shall include, but not be limited to name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voiceprint or a photograph.
 - d) Subrecipient shall not use PSCI in Section "iii" above for any purpose other than carrying out Subrecipient's obligations under this Contract. Subrecipient and its subcontractors are authorized to disclose and access identifying information for this purpose as required by County.
 - e) Subrecipient shall not, except as otherwise specifically authorized or required by this Contract or court order, disclose any PSCI obtained under the terms of this Contract to anyone other than County or CDA without prior written authorization from County or CDA. Subrecipient may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
 - f) Subrecipient may allow a participant to authorize the release of PSCI to specific entities but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Subrecipient accept such blanket authorization from any participant.
4. CDA Privacy and Information Security Awareness Training. Subrecipient employees and volunteers handling PSCI must complete and comply with all requirements of the CDA Privacy and Information Security Awareness Training module located at https://www.aging.ca.gov/Information_security/ within thirty (30) days of the start date of the Contract/Contract, within thirty (30) days of the start date of any new employee or volunteer's employment and annually thereafter. Subrecipient must maintain certificates of completion on file and provide them to OoA and/or CDA upon request.
5. Health Insurance Portability and Accountability Act (HIPAA) and Personal, Sensitive and Confidential Information (PSCI). Subrecipient agrees to comply with the privacy and security requirements of HIPAA, (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI).
6. Security Incident Reporting. A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. Subrecipient must report the incident to OoA within 24 hours of the incident and/or discovery and comply with CDA's security incident reporting procedures located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.
7. Security Breach Notifications. Notice must be given by the Subrecipient to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy. A copy of the notice shall be submitted to OoA.

8. **Software Maintenance.** Subrecipient shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.
9. **Electronic Backups.** Subrecipient shall ensure that all electronic information is protected by performing regular backups of automated files and databases and ensure the availability of information assets for continued business. Subrecipient shall ensure that all data, files, and backup files are encrypted.

L. Copyrights and Rights in Data

A. Copyrights

1. If any material funded by this Contract is subject to copyright, the State of California reserves the right to copyright such material and the Subrecipient agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Subrecipient may request permission to copyright material by submitting the written request to OoA for Director of CDA's review and approval. Subrecipient shall receive response in writing granting permission or give reason for denying permission.
3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute, and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
4. The Subrecipient certifies that it 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.

B. Rights in Data

1. The Subrecipient shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Contract without the express written consent of the Director of Office on Aging. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within forty-five (45) days after the written request is received by OoA. OoA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Subrecipient from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Contract, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Contract. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Contract, the County and State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Contract.

M. Access

Subrecipient shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Subrecipient or subcontractor which are directly pertinent to this specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions.

N. Evaluation and Monitoring

1. Site inspection. Authorized County, State and federal representatives shall have the right to inspect work, program, and service sites of Subrecipient during the term of this Contract at any time during normal business hours.
2. Evaluating, monitoring, and assessing Subrecipient's performance. Authorized County, State and/or federal representatives shall have the right to monitor, assess and evaluate Subrecipient's administrative, fiscal and program performance pursuant to this Contract. Said monitoring, assessment and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, visits to participant worksites, and interviews of project staff and participants when applicable, inspection of food preparation sites.
3. Subrecipient cooperation. Subrecipient shall actively participate and cooperate with County, State and/or federal representatives in the monitoring, assessment and evaluation processes, including making any program, fiscal, and administrative staff available at the request of such representatives and/or during any scheduled process.
4. The Subrecipient shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
5. The Subrecipient is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by OoA or CDA.
6. Failure to comply. Failure by Subrecipient to meet the conditions necessary for an evaluation will be sufficient grounds for County to withhold and/or delay reimbursement or to terminate this Contract.

O. Audit Requirements**A. General**

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the Federal or State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Subrecipient and all subcontractors providing services under this Contract through on-site inspections, audits, and other applicable means the County determines necessary. In the event that OoA is informed of an audit by an outside federal or State government entity affecting the Subrecipient, OoA will provide timely notice to Subrecipient.
2. Subrecipient shall make available all reasonable information necessary to substantiate that expenditures under this Contract are allowable and allocable, including, but not limited to books, documents, papers, and records. Subrecipient shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

3. All Contracts entered into by Subrecipient and subcontractors with audit firms for purposes of conducting independent audits under this Contract shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
4. The Subrecipient shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Subrecipient's Single Audit Reporting Requirements
 - a. Subrecipients that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

Orange County Office on Aging
 Attention: Monitoring and Compliance Unit
 1300 S. Grand Ave. Bldg. B- 2nd Floor
 Santa Ana, CA 92705

- b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
- c. For purposes of reporting, the Subrecipient shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.

For State contracts that do not have CFDA numbers, the Subrecipient shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

P. Insurance

- A. Prior to commencement of any work under this Contract, the Subrecipient shall provide for the term of this Contract, the following insurance:
 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the County in cases of higher than usual risks.

2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Contract.
 3. If applicable, or unless otherwise amended by future regulation, the Subrecipient and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).
- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Subrecipient shall notify the County within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
1. The Certificate of Insurance shall provide the statement: “The County of Orange, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Contract.” Professional liability coverage is exempt from this requirement.
 2. The County of Orange, Office on Aging shall be named as the certificate holder and County of Orange Office on Aging’s address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Contract. In the event the insurance coverage expires during the term of this Contract, the Subrecipient agrees to provide OoA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Contract term or for a period not less than one (1) year. In the event the Subrecipient fails to keep in effect at all times said insurance coverage, OoA may, in addition to any other remedies it may have, terminate this Contract.
- G. The Subrecipient shall require its subcontractors under this Contract, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker’s Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Subrecipient shall require all its subcontractors to hold the Subrecipient harmless. The Subcontractor’s Certificate of Insurance for general and auto liability shall also name the Subrecipient, not the State, as the certificate holder and additional insured. The Subrecipient shall maintain Certificates of Insurance for all its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Contract number shall be submitted to OoA with this Contract.
- I. The Subrecipient shall be insured against liability for Worker’s Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Subrecipient affirms to comply with such provisions before commencing the performance of the work under this Contract. [Labor Code § 3700]

Q. Termination**A. Termination Without Cause**

County may terminate performance of work under this Contract, in whole or in part, without cause, if County determines that a termination is in the County's best interest. County may terminate the Contract upon ninety (90) days written notice to the Subrecipient. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by CDA, Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Subrecipient shall submit to County a Transition Plan as specified in this Contract. The parties agree that for the terminated portion of the Contract, the remainder of Contract shall be deemed to remain in effect and is not void.

B. Termination for Cause

County may terminate, in whole or in part, for cause the performance of work under this Contract. County may terminate the Contract upon thirty (30) days written notice to the Subrecipient. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Subrecipient shall submit to County a Transition Plan as specified in this Contract. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Contract shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Contract.
3. Inadequate performance or failure to make progress so as to endanger performance of this Contract.
4. Failure to comply with reporting requirements.
5. Evidence that the Subrecipient is in an unsatisfactory financial condition as determined by an audit of the Subrecipient or evidence of a financial condition that endangers performance of this Contract and/or the loss of other funding sources.
6. Delinquency in payment of taxes or payment of costs for performance of this Contract in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Subrecipient's property, or institution of bankruptcy, reorganization, or the arrangement of liquidation proceedings by or against the Subrecipient.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Subrecipient's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension.
11. The Subrecipient's organizational structure has materially changed.

12. County determines that the Subrecipient may be considered a “high risk” agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Subrecipient may be subject to special conditions or restrictions.

C. Subrecipient’s Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by County, the Subrecipient shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Subrecipient shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Contract shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Subrecipient. The notice shall describe the action being taken by County, the reason for such action and, any conditions of the termination, including the date of termination.

E. Notice of Intent to Terminate by Subrecipient

In the event the Subrecipient no longer intends to provide services under this Contract, the Subrecipient shall give County Notice of Intent to Terminate. Such notice shall be given in writing to County at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Subrecipient does not have the authority to terminate the Contract. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Subrecipient shall submit a Transition Plan in accordance with Contract.

F. In the Event of a Termination Notice

County will present written notice to the Subrecipient of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

R. Procurement

1. Competitive process. Subrecipient acknowledges that the procurement of all supplies, services, and equipment pursuant to, and utilizing funds provided by, this Contract involves the expenditure of public funds and that the use of a competitive process open to all interested competitors is necessary to maintain the public trust and to allow all interested persons to compete for business resulting from expenditure of said public funds.

2. Non-profit Subrecipient. If Subrecipient is a non-profit organization, Subrecipient shall comply with standards and guidelines provided in 45 C.F.R., Part 74, in procuring all supplies, equipment, construction and services pursuant to, and/or utilizing funds provided by, this Contract.
3. Local government Subrecipient. If Subrecipient is a local government, Subrecipient shall comply with the directives applicable to procurement by subgrantees set forth in 45 C.F.R. Part 92.36 in procuring all supplies, services, and equipment pursuant to, and/or utilizing funds provided by, this Contract.
4. Deviation. Should Subrecipient wish to deviate from the requirements of this Paragraph F or wish to issue a sub-contract to other than the lowest bidder or competitor, Subrecipient shall submit written justification therefore to Administrator for approval or denial and shall withhold any further action until receipt of written notice of Administrator's approval of said request. The decision of Administrator shall be final.

S. General Staffing Requirements

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

T. Workforce Professional Staffing Requirements

1. Subrecipient staff shall be participant-oriented professionals who are knowledgeable about the challenges with providing workforce development services to difficult-to-serve populations. Staff shall be able to build one-on-one working relationships with participant, and aid in eliminating challenges that are hindrances to obtaining and retaining employment. Services provided in small groups shall also be considered to maximize staffing efficiencies and available resources.
2. Staff shall be fully trained and have current knowledge of regulations and requirements, CalJOBS, GPMS, contractual goals, OoA policies and procedures, local labor market information, SCSEP, other special projects/discretionary funding, industry clusters, career pathways and demand occupations, customized training, on-the job training, and local resources that are available to assist participants seeking training and/or vocational services.

3. Subrecipient shall ensure that staff understand the contractual requirements and programmatic objectives of this Contract.
4. Staff shall have an understanding of all regulations applicable to SCSEP including, but not limited to; the California Department of Aging (CDA) Program Memos and Bulletins, 20 CFR Part 641 Provisions Governing the Senior Community Service Employment Program, WIOA, and OoA Policies and Procedures. Staff shall be informed of any new guidance, as it is released. All directives and policies shall be discussed during regularly scheduled staff meetings.
5. Staff shall be trained on SCSEP services, in addition to discretionary/specialized programs that best leverage available funding and maximize service provisions. Staff shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. Subrecipient shall determine appropriate staffing. Positions may vary by functional duties and responsibilities and may include participant services specialist, employer specialist or a hybrid of the two.

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

- a. Conduct outreach, recruitment, and eligibility determination to target population;
 - b. Conduct objective job skills assessment for eligible participants to ensure appropriate evaluation;
 - c. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
 - d. Develop a customized professional resume for every enrolled participant;
 - e. Provide career planning to all participants (including those in training) in all areas related to gaining/retaining employment and career advancement;
 - f. Determine supportive services and training needs including making appropriate referrals, tracking progress, and maintaining attendance records;
 - g. Maintain regular contact with participants (at a minimum of once every thirty days), in accordance with TEGL 17-05;
 - h. Maintain documentation for regulatory and contractual compliance, and maintain detailed case files and complete all required statistical and performance reports;
 - i. Develop relationships with all training providers and partner agencies;
 - j. Recruit new host agencies and expand opportunities at existing host agencies
 - k. Provide specific guidance in transferable skills for all participants transitioning between industry clusters;
 - l. Use Labor Market Information (LMI) to assist job seekers in making informed decisions about job training and career pathways;
 - m. Have a comprehensive understanding of LMI trends, demand occupation criteria to enhance placements;
 - n. Ensure active job placement no later than when a participant reaches 75% of training completion;
 - o. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the participant;
 - p. Provide job development and assist participants in job placement.
 - q. Provide retention and follow-up services for a twelve (12) month period, with follow-up commencing immediately after employment begins; and
 - r. Utilize GPMS, and CalJOBS for documenting job seeker activities.
6. **Project Director** manages the successful implementation of the SCSEP Program assuring that all contractual commitments are met. Ultimately, the Project Director is responsible for adherence to federal, state, and local policies. Ensures that all management and supervisory staff have access to budgets and expenditure plans to better manage programs that they are responsible for. Additionally, the Project Director shall hold managers accountable for leveraging resources and operating within funding guidelines. Establishes and maintains positive working relationships with the funding source and all workforce partners both in-house and within the community. Facilitates project accomplishments

and ensures that management decisions and contractual goals are understood and supported by staff. Project Director shall be directly responsible for all fiscal oversight of project budgets.

U. Organizational Chart:

1. Subrecipient shall maintain an organizational chart along with corresponding functional job descriptions for every classification funded, in whole or in part. **Subrecipient shall provide an updated organizational chart along with functional job descriptions to the OoA administrative office by July 31, 2024.**
2. The staffing design and overall number of positions and associated assignments are subject to pre-approval by the OoA.
3. Should any organizational or staffing arrangements change during the program year, Subrecipient shall submit a revised organizational chart to the OoA.

V. CalJOBS

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

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

System	Hardware Required	Software Required	Connectivity
Participant Workstation	Processor: PIII or higher Memory: 2 GB of RAM or higher Display: Super VGA (800 X 600) or higher-resolution video adapter and monitor	Operating System: Microsoft Windows 10 or higher Macintosh OS X v10. 4.8 (Panther) or higher 3rd-Party Software (described after table): Meadco ScriptX ActiveX 7.4/ Object ^{1/} Microsoft Silverlight 3 ² DynamSoft HTML5 Document Scanning	Minimum: Dedicated broadband or high-speed access, 380k or higher
Staff/ Administrator Workstation	Processor: PIII or higher Memory: 2GB of RAM or higher Display: Super VGA (800 X 600) or higher-resolution video adapter and monitor	Operating System: Microsoft Windows 10 or higher Macintosh OS X v10. 4.8 (Panther) or higher. JAWS for Windows software for visually impaired access (optional) 3rd-Party Software (described after table): Meadco ScriptX ActiveX 7.4/ Object Microsoft Silverlight 3	Minimum: Dedicated broadband or high-speed access, 380Kbps or higher

System	Hardware Required	Software Required	Connectivity
		DynamSoft HTML5 Document Scanning	

Subrecipient shall:

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

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

W. Website

Updates for the OC Workforce Solutions website shall be communicated by Subrecipient to appropriate OC Workforce Solutions Center staff to allow participants to access information about services and programs that are available through the One-Stop Center(s). Subrecipient shall review content to ensure information is accurate and up to date. Subrecipient shall submit to the OoA administrative office for review and approval of updates prior to contacting OC Workforce Solutions for posting.

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

1. All outreach and recruitment materials that reference elected officials, County of Orange, or OoA shall be submitted to the OoA administrative office for review and approval prior to use. The OoA will require a minimum of ten (10) working days to review and approve. **All published materials shall promote the SCSEP.** These materials should also include appropriate SCSEP tagline and language. Subrecipient may keep their logo on the published material, but it should be secondary to the County and OoA logos.
2. All logos and naming conventions shall be provided by the OoA 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 SCSEP funded print material, social media, and other informational publications shall adhere to the Orange County Language Access Policy and be provided in English, Spanish, Vietnamese, Chinese, and Korean. Whenever feasible, language barriers shall be removed so that all visitors to the AJCC feel welcomed and have a positive experience.
4. Notice and communication requirements where materials indicate that the Subrecipient may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the Subrecipient shall be indicated. If the Subrecipient does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative. [29 CFR Part 38; WSD 17-01; WIOA Section 188 20 CFR Part 683.285 and any future updates.]

5. Information and services accessed electronically shall be established by the Subrecipient policy and procedure which assures that the notice requirements of Title 29 CFR Part 38 are met. [29 CFR Part 38; WSD17-01; WIOA Section 188 20 CFR Part 683.285 and any future updates.]
6. Distributed publications, broadcasts, products, and other communications, which promote SCSEP and/or CDA programs or activities, shall include the following specific tagline:
‘This project is funded in part through a grant from the California Department of Aging, as allocated by the Orange County Board of Supervisors and administered by the Office on Aging.’

Publications, products, and outreach materials developed in whole or in part with contract funds shall also include the following language:

- i. **‘This product was funded by a contract awarded by CDA and the U.S. Department of Labor’s Employment and Training Administration.’**
 - ii. **‘The product was created by the Contractor and does not necessarily reflect the official position of CDA and the U.S. Department of Labor.’**
 - iii. **‘No guarantees, warranties or assurances of any kind, express or implied are made with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.’**
 - iv. **‘This Title V Senior Community Service Employment Program (SCSEP) is fully funded by a grant award totaling \$872,684 (100%) from the US Department of Labor.’**
7. Subrecipient shall be responsible to post the “Equal Opportunity Is the Law” and the “Summary of Rights and Program Grievance and Complaint Procedures” in prominent locations, and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish, Vietnamese, Chinese, and Korean. Updated participant acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish, Vietnamese, Chinese, and Korean. [20 CFR 641.900-641.930; PM 11-06 Grievance and Termination Policy; OoA Grievance Procedure]. **Provide the OoA with a copy of Subrecipient’s Programmatic Grievance Policy by July 1, 2024.**

Y. Quality Assessment/Review

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

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

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

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

- 2. In addition to Item #1 above, the Subrecipient shall follow their regular (day-to-day) internal review processes to support high standards of service provision and documentation. This shall include periodic file review and immediate correction of issues noted.
- 3. Subrecipient shall take timely corrective action measures as a result of findings identified through federal, state and County monitoring. Repeat and systemic findings identified in any federal, state and County compliance monitoring may result in a possible reduction in funding and/or other sanctions issued by the OoA.
- 4. Subrecipient shall participate in industry-wide forums to learn about best practices, improvements in service delivery, recommended corrective actions, and implementation of process improvements. These activities shall be included within Monthly Reports.

Z. Documentation and File Maintenance

- 1. **Case Files** shall be maintained for every enrolled participant and host agency. Files shall reflect both quality services and regulatory compliance. At a minimum, case files along with CalJOBS/GPMS data entry and electronic files, as applicable, shall include documentation of the following:
 - a. Program eligibility and determination of need;
 - b. Participant signature evidence of EO and programmatic grievance forms;
 - c. All source documents needed for validation (as referenced in applicable OoA Policies and State Directives and Information);
 - d. All reporting forms as outlined in this Contract and/or required by SCSEP;
 - e. Initial and/or Comprehensive Assessments, as applicable;
 - f. Individual Employment Plan (IEP) documents, including all updates of services provided and completed;
 - g. Annual recertification activities including income verification and other required documentations.
 - h. Offering of physical examinations and/or signed waivers.
 - i. Completed initial, transition, and annual safety inspections.
 - j. Completed resume for participants being enrolled into Individualized Career Services;
 - k. Progress reports, time and attendance;
 - l. Signed Employer or Worksite Contract, timesheets, certificate, and other related documents for On-the-Job Experience (OJE) or Transitional Jobs, and Work Experience (WEX) as applicable;
 - m. Supportive Services documentation;
 - n. Printed case management notes showing provision of all substantial services provided.
 - o. Completed and updated host agency agreements and positions.
 - p. Host Agency 501(c)(3) verification via the IRS website and renewed with the Host Agency Agreement.
- 2. **Confidential Information:** Personal, Sensitive, and Confidential Information (PSCI) and information designated as sensitive (both hardcopy and electronic) relating to services received by participants including information regarding medical and/or substance abuse treatments shall be subject to federal, state and County privacy/confidentiality guidelines.

Subrecipient shall ensure that staff are properly trained and updated for safeguarding protected PSCI and information designated as sensitive. Staff shall be trained regarding the proper treatment, release, and security of the records. Access and release of records shall be in accordance with applicable guidelines. All staff shall follow the guidelines on the OoA release of information form and shall obtain

an original form prior to releasing information to anyone other than the participant. Emails containing PSCI must be transmitted through secure email protocols.

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

AA. Customer Service and Participant Satisfaction

The OoA (through CDA and Charter Oak Group) will conduct satisfaction surveys periodically throughout the year. The OoA will review and evaluate all applicable data collected and make the results available to the Subrecipient.

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

BB. Declared Emergency Requirements

In the event of a declared emergency by the County, State or Federal government, this Contract may be subjected to unusual requirements in support of the declared emergency. The Subrecipient shall service the County during such declared emergency under the same terms and conditions that apply during non-emergency conditions. The terms negotiated by the County and Subrecipient for all contracted services shall apply to serving the County's needs during the declared emergency regardless of the circumstances unless deem non-essential by the County, State and/or Federal government. If the Subrecipient is unable to provide services under the terms of the Contract, then the Subrecipient shall provide written justification. Additional program or administrative costs as a result of providing services during an emergency shall not be permitted. During a County, State and/or Federally declared emergency the County may require the Subrecipient to temporarily reassign or relocate staff to a County specified location in support of the continuation of essential services within the Contract provisions.

CC. Emergency Preparedness Practices and Facility Requirements

1. Provide written emergency operation plans on-site
2. Provide the County with a copy of an Emergency Operations Plan by July 1, 2024.
3. Ensure two (2) fire drills are conducted per year and provide copies of the fire drill roster to the County.
4. Ensure that all furniture, appliances, and other freestanding objects are secured in the event of an emergency.
5. Provide clearly marked, legible gas and water shut-off valves along with instructions/tools on how to operate the shut-off in cases of emergency.
6. Post an evacuation plan in a highly visible location within the facility.
7. Provide sufficient supplies of food and water for each program participant in cases of emergency.
8. Ensure the health and safety of program participants by monitoring the expiration dates of food and water supplies and replacing when applicable to do so.
9. Ensure that staff are regularly trained and assigned specific responsibilities during emergencies.
10. Keep the most up-to-date inventory on disaster response supplies and equipment.

11. Provide written evidence of annual staff and volunteer emergency procedures training on the provider's Emergency Operations Plan.
12. Provide flashlights, portable radio, and batteries for the facility in cases of emergency.
13. Provide and maintain first aid supplies for the facility in cases of emergency.
14. Provide and maintain current inspection tags on all fire extinguishers throughout the facility.
15. Provide current health inspection reports to the County.
16. Ensure that facility exit doors are clearly marked and functional.
17. Ensure that facility walkway paths are free from clutter and obstruction.
18. Ensure that elevator permits are current within each facility, as applicable.
19. Comply with all privacy and security requirements of the Health Insurance Portability and Accountability Act (HIPAA).

III. SERVICE DELIVERY

Subrecipient shall implement a workforce system structure and governance that reflects the various sectors of the economy, and coordinate with other programs that serve the needs of older adults. Subrecipient shall provide activities that engage participants in occupations considered to be of service to their community, upgrade or increase occupational skills, increase employment opportunities, and as a result, promotes self-sufficiency and improve the quality of the workforce.

1. **Co-enrollment:** If Subrecipient deems it is in the best interest of the participant to be co-enrolled into multiple funding streams to access services not available through the primary funding stream, the participant counts as half an enrollment for formula enrollments and the participant must still be exited in the timeframe the discretionary grant cycle ends and not automatically rolled over into formula for continuation of services.
2. **Eligibility** for services shall be conducted in a manner that will satisfy state and federal requirements. Subrecipient shall examine originals and/or copies of documents, as appropriate, to establish the eligibility of participants and shall make copies of documents necessary to substantiate the eligibility of participants seeking services which documents shall be placed in the participant's files.
 - a. Subrecipient shall ascertain alien/immigrant participant's eligibility to work in accordance with Immigration and Naturalization Laws prior to referring an individual for individualized career services.
3. **Internal Policies and Procedures** for SCSEP operations and administration shall be developed by the Subrecipient. All current Policies and Procedures shall be reviewed to ensure full compliance. **Subrecipient shall provide a copy of all Policies and Procedures to the OoA administrative office by August 1, 2024.**

IV. PROGRAM REQUIREMENTS

A. Senior Community Service Employment Program (SCSEP)

Program Description: Subrecipient shall be responsible for providing SCSEP services countywide to unemployed, low-income older adults aged 55 and older who have poor employment prospects. Family income may not exceed 125 percent of the federal poverty guidelines. Priority must be given to individuals who are 65 years of age and older or: are veterans or qualified spouses, are homeless or at risk for homelessness, have a disability, have limited English proficiency or low literacy skills, reside in a rural area, have low employment prospects, have failed to find employment after utilizing services provided through the One-Stop Delivery System, or have been incarcerated within the last 5 years or is under supervision following release from prison or jail within the last 5 years. Funds received by the Subrecipient shall be expended for the program specified within this Contract, Subrecipient shall not expend more funds than are set forth in the Budget Schedule for the program in this Contract. Subrecipient shall operate continuously throughout the term of this Contract with at least the minimum

number and type of staff and volunteers required for provision of the services described. Such staff and volunteers shall be qualified in accordance with all applicable statutes and regulations. Subrecipient shall provide the services described herein Attachment A with the consent of the participant being served. Subrecipient shall assure that all services funded under this Contract are coordinated with other appropriate services in the community and that services funded under this Contract do not constitute unnecessary duplications of services provided by other sources.

1. Subrecipient Responsibilities:

- a. Determine participant eligibility. Collect and review documentation necessary for registration and enrollment.
- b. Monitor budgets and expenditures and ensure that all budgeted funds are fully expended by the end of each fiscal year.
- c. Develop methods of recruitment and selection that will assure the maximum number of eligible individuals have the opportunity to participate in the program.
- d. Provide a paid orientation to participants that include information on project goals and objectives; community service training assignments; training opportunities; available supportive services; the availability of a free physical examination; participant's rights and responsibilities; CDA Participant Termination Policy; CDA Grievance Policy; CDA Authorized Break in Participation Policy; and permitted and prohibited political activities.
- e. Conduct individual assessments of the participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; needs for supportive services; potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment. Assessments must be conducted no less frequently than two (2) times during a 12-month period.
- f. Provide an Individual Employment Plan (IEP) for each participant based on an assessment. IEPs shall be developed in partnership with each participant and must reflect the needs as well as the expressed interests and desires of the participant. The initial IEP should include an appropriate employment goal for each participant. IEPs shall be updated as necessary to reflect information gathered during the participants' assessments. IEPs shall contain SMART goals, action steps to achieve goals, and timelines to complete goals.
- g. Provide or arrange for training for participant specific to their community service assignment or in support of their training needs identified in their IEP.
- h. Submit all requests for an On-the-Job-Experience (OJE) to OoA for submittal to CDA for approval prior to exercising the OJE with any participants. OJE training is permitted with the same employer, but no more than five (5) times per year for the same job category.
- i. Obtain and record the personal information necessary for a proper determination of eligibility for all participants and maintain documentation supporting their eligibility. The income of each participant shall be recertified once every twelve (12) months. Documentation records shall be maintained in a confidential manner. Subrecipient shall ensure that re-certifications are completed prior to participant's anniversary date.
- j. Cooperate with community, employment, and training agencies, including agencies under the WIOA, to provide services to low-income older workers.
- k. Submit a SCSEP Project Quarterly Narrative Progress Reports to OoA for submittal to CDA each quarter using guidance distributed by CDA.
- l. Follow-up with participants placed into unsubsidized employment to determine whether they are still employed and to make certain that participants receive any follow-up services they may need to ensure retention.
- m. Maintain an up-to-date SCSEP Data Collection Handbook, Data Validation Handbook, and copies of both State and federal departmental requirements so that all responsible persons have ready access to standards, policies, and procedures.

- n. Submit all Discretionary Transfer Requests in GPMS to OoA for submittal to CDA for prior approval.
- o. Not enroll individuals who can be directly placed into unsubsidized employment.
- p. Use the Charter Oak Group's (COG's) SCSEP Data Collection Handbook, provided on COG's website, for DOL policy guidance, frequently asked questions, and revisions to the handbook.
- q. Provide participants with twenty-four (24) hours of sick leave at the start of each program year, provided the participant have been with SCSEP longer than ninety (90) days.
 - Ensure that unspent sick leave time will not be carried over to the following program year.
 - Provide participants with the opportunity to use paid sick days beginning on the 90th day of the training assignment.
 - Ensure that participants who are on sick leave are not permitted to participate in any trainings, workshops, and/or meetings.
 - Ensure that when a participant uses sick leave, the participant must record absent hours on that pay period's time sheet.
 - Establish an internal formal policy to implement provision of paid sick leave
 - Disseminate to participants:
 - Postings
 - Signed form to acknowledge receipt of the policy/information
 - Track accruals and usage of paid sick leave
- r. Meet the biennially negotiated performance measures established by the DOL, which include the following core measures:
 - Hours of community service employment.
 - Percentage of project participants who are in unsubsidized employment during the second quarter after exit from project.
 - Percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from project.
 - Median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project.
 - Indicators of effectiveness in serving employers, host agencies, and project participants.
 - The number of eligible individuals served.
 - The number of most-in-need individuals served.
- s. Approve Job Assignment Descriptions and execute host agency Contracts;
- t. Collect, review, and approve all participants timesheets for processing of payroll. Due dates for the entire year shall be posted and distributed in advance;
- u. Provide paychecks on a bi-weekly or bi-monthly basis to all enrolled participants;
- v. Provide direct deposits of paychecks to those participants requesting that option;
- w. Provide workers comprehensive insurance to all enrolled participants;
- x. Conduct Quarterly meetings with SCSEP participants to review procedures and update program changes;
- y. Conduct an annual meeting with SCSEP host agency supervisors to review procedures and update program changes;
- z. Maintain and update participant and host agency files and all required documents;
- aa. Track participant participation to ensure that the combined hours of work experience, trainings, and meetings does not exceed the part-time community service assignment threshold;
- bb. Coordinate with WIOA related activities including, but are not limited to, co-enrollment in WIOA programs and job development activities;
- cc. Meet or exceed all performance outcomes as stated in Attachment E of the Contract;
- dd. Meet all timelines, in accordance with data entry and reporting requirements as outlined in the reporting requirements portion of this Contract;
- ee. Complete and submit all follow-up forms and supplemental data for Quarters 1, 2, 3 and 4 following participant exit. If employment status of the participant is confirmed through supplemental information, follow-up forms reporting this supplemental information shall be completed and

- submitted for entry into the system. Subrecipient shall submit supplemental information for exiters 'Not Found' in Unemployment Insurance (UI) Base Wage Records within specified timeframes noted in 'Base Wage' letters for specific quarters. Subrecipient shall be responsible for analyzing wage records data;
- ff. Conduct annual performance evaluations for each SCSEP participant. Document the progress of each participant at the worksite. Interview the participant to determine whether he/she is knowledgeable about the duties in the community service assignment description, is satisfied with the assignment, has suggestions for improvements, and is making efforts to obtain unsubsidized employment;
 - gg. Develop methods of recruitment and retainment of host agencies to expand assignments, employment opportunities, and trainings.
 - hh. Conduct annual performance evaluations for each host agency. Interview the Supervisor to discuss the possibility of hiring the participant, whether he/she is satisfied with the work being performed by the participant and whether he/she has suggestions for changes in the assignment description, including the possibility of placing the participant in an assignment with more responsibility or providing training that will make the participant more employable; and
 - ii. Conduct and document worksite, health, and safety evaluations annually.
 - jj. Identify additional resources to help provide gas and/or mileage reimbursement and other supportive services for this population through partners, foundations, donations, or other means; and
 - kk. Ensure there are sufficient staff resources dedicated to this program to meet program obligations and outcomes.
 - ll. Submit a transition plan to OoA within fifteen (15) business days of delivery of a written Notice of Termination by OoA or Notice of Intent to Terminate by the subcontractor. The transition plan must be approved by OoA and CDA and shall at a minimum include the following:
 - A thirty (30) day written notice informing participants of program closure, reduction of slots, or change in service provider.
 - A process on how confidential records of participants and database files will be relinquished by the subcontractor and transferred to the new service provider.
 - A process on how supportive services will be identified and provided to participants to ease in the transition.
 - A process to conduct a property inventory and plan to dispose of, transfer, or return to OoA all equipment purchased during the entire operation of the OoA program.
 - A description of adequate staff to provide continued service through the term of the existing contract.

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

2. Deliverables:

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

3. Accounting and Fiscal Control

- a. Subrecipient shall operate program in accordance with 2 CFR 2900, et al. (Department of Labor – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), all applicable provisions of 2 CFR Part 200, et al., Generally Accepted Accounting Principles (GAAP) and CFRs.

All program invoices including two original sets with wet signatures are due to the Orange County Community Resources (OCCR) Accounting Office by the fifteenth day (15th) following the month being reported.

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

Invoices with errors will be returned to Subrecipient for re-submission. A master salary spreadsheet identifying all staff and their allocation across programs shall be submitted to the OoA administrative office by August 15, 2024.

4. Eligible Service Population

- a. Services are provided only to the defined eligible service population. [20 CFR 641.500]
- b. Participants enrolled in the Title V SCSEP shall receive at least the current Federal, State minimum wage or the prevailing local wage, whichever is higher, plus all fringe benefits required by law. The Subrecipient must provide uniform fringe benefits to all participants. Participants must be paid for orientation, training, assessment, individual employment planning, and community service assignment work hours. [OAA § 502©(6)(A)] [OAA § 504(b)] [20 CFR 641.565]
- c. Participants shall be provided skill enhancement opportunities, personal and employment-related counseling, assistance in transition to unsubsidized employment, and other benefits. [20 CFR 641.535]

5. Service Priorities

Subrecipient shall assure that the Title V SCSEP will serve the eligible service population and give priority to individuals who:

- a. Are sixty-five (65) years of age or older.
- b. Have a disability.
- c. Have LEP (Limited English Proficiency) or low literacy skills.
- d. Reside in a rural area.
- e. Are veterans or spouses of veterans as defined in 20 CFR 641.520(a)(5) 38 U.S.C. 4215(a).
- f. Have low employment prospects.
- g. Have failed to find employment after utilizing services provided through the AJC Delivery System;
- h. Are homeless or at risk for homelessness.
[OAA § 518(b)] [20 CFR 641.520]; or
- i. Have been incarcerated within the last 5 years or is under supervision following release from prison or jail within the last 5 years. [OAA § 518(b)(2)(H)]

The Subrecipient shall develop and implement methods to recruit minority populations to ensure they are enrolled at least in proportion to their numbers in the population area. [OAA § 515(c)]

6. Bilingual and Linguistic Program Services

A. Provision of Services

1. The Subrecipient shall take reasonable steps to ensure that “alternative communication services” are available to non-English speaking or LEP beneficiaries of services under this Contract. [22 CCR 11162]
2. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. The Subrecipient shall self-certify to compliance with the requirements of this section and shall always maintain the self-certification record on file at the Contractor’s office during the term of this Contract. [22 CCR 98310]
4. The Subrecipient shall notify its employees of clients’ rights regarding language access and the Subrecipient’s obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the County. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Contract. [22 CCR 98370]

B. Compliance Monitoring

1. The Subrecipient shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Subrecipient shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Subrecipient shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

C. Notice to Eligible Beneficiaries of Contracted Services

1. The Subrecipient shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]

2. The Subrecipient shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Subrecipient shall notify OoA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

PAYMENT/COMPENSATION**MANAGED CAREER SOLUTIONS, SPC
TITLE V SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)****1. COMPENSATION:**

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$350,000 for two and a half months (April 16, 2024 – June 30, 2024) and \$802,870 for 12-months (July 1, 2024 – June 30, 2025) as set forth in Attachment A-1 Scope of Services attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

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

3. PAYMENT TERMS:

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

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

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

Program Invoice(s):

OC Community Resources
Attention: Accounts Payable
601 N. Ross St. 6th Floor
Santa Ana, CA 92701
Or upload the invoice packet to assigned Box.com folder

4. INVOICING INSTRUCTIONS:

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

The Demand Letter/Invoice must include:

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

Further instructions regarding invoicing/reimbursements as set forth in Exhibit 5, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

5. MONTHLY OPERATING COSTS

Payments for monthly work completed shall be made as follows:

- A. Subrecipient shall timely transmit to County all data required pursuant to this Contract. Subrecipient also shall submit an invoice(s) and such other substantiating reports as County may require, all in a form satisfactory to Project Manager, by the fifteenth (15th) day of each month, showing the prior month's actual expenditures. If the 15th falls on a weekend or holiday, the invoice/data report is due the next business day. If Subrecipient receives funds pursuant to this Contract for more than one program or Service Area, each such program or Service Area shall be invoiced separately from all other programs or Service Areas, and separate substantiating reports shall be submitted for each program or Service Area, unless otherwise approved by Project Manager. County shall make monthly payments based on Subrecipient's data, invoice(s), and substantiating reports, unless otherwise approved by Project Manager.
- B. In cases where errors or Disallowed costs are identified by County, County will return invoice(s) for revision. Subrecipient must resubmit revised invoice(s) within five (5) business days of notification from County, excluding the 11th month invoice and the 12th month close-out invoice.
- C. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.
- D. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 45 C.F.R. Part 92.22(b).

- E. Whenever Subrecipient is not in compliance with any provision of this Contract, Project Manager, may withhold payment until such time as Subrecipient comes into compliance.
- F. Any late submission for the July thru April invoices will result in a technical assistance finding during program monitoring.
- G. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the Project Manager, or her designee, the Project Manager, has the discretion, in any given month, to pay over the monthly one-twelfth of the Maximum Obligation.

6. BUDGET REVISIONS & BUDGET MODIFICATIONS

- A. **Budget revisions** are changes made in the detailed budget submitted to County. Detailed budgets contain the major cost categories listed in Attachment C of this Contract.
 - Budget revisions initiated by Subrecipient must be limited to no more than two (2) times per program, per Fiscal Year.
- B. All additional budget revision requests initiated by Subrecipient will be denied. Special consideration may be made for extenuating circumstances, but approval is not guaranteed.
- C. Budget revision requests initiated by Subrecipient must be submitted no later than April 30th of each fiscal year.

7. FULL COMPENSATION

Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder.

8. CLOSE-OUT DEADLINES

- A. The 11th month invoice is due on the 10th of June without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- B. The 12th month close-out invoice is due on the 10th of July without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- C. Request for budget and/or invoice revisions from the Subrecipient will be restricted to a minimum for May and June invoices and will only be allowed at the County's discretion.
- D. Subrecipient must submit June invoice estimates by the 10th of June. Estimates must be projected based on anticipated actual expenditure.

- E. Any late submission for the May and June invoices will result in a corrective monitoring finding, without any exceptions. All requests for late submissions or due date extensions will not be granted. A Corrective Action Plan (CAP) will be required to address this finding.

9. THIRD-PARTY REVENUE

Subrecipient shall make every reasonable effort to obtain all available reimbursement from third parties (e.g., insurers), for which persons served hereunder may be eligible. All such third-party reimbursements received by Subrecipient shall be reported to County in the format required by County. The amount of such third-party reimbursements shall be deducted from County's maximum obligation hereunder.

10. INTEREST EARNED

- A. If Subrecipient earns interest on funds received pursuant to this Contract, that interest shall be identified as income to the program(s) for which this Contract provides and shall be used and expended only for said program(s). Subrecipient shall maintain in its files full documentation of such interest earnings and expenditures.
- B. If Subrecipient is a nonprofit, it shall maintain any advances of funds or contributions received under this Contract in interest-bearing accounts, unless "a" or "b" below apply:
- i. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on the funds deposited pursuant to this Contract combined with other federal cash balances, if any, maintained by Subrecipient; or
 - ii. The depository would require an average or minimum balance so high that it would not be feasible within the expected cash resources Subrecipient expects to receive under this Contract.

BUDGET SCHEDULE

MANAGED CAREER SOLUTIONS, SPC
Title V Senior Community Service Employment Program (SCSEP)
Program Year 2024-25

This total amount to be funded under this Contract for Program Year 2023-24 shall not exceed \$350,000, and Program Year 2024-25 shall not exceed \$802,870. Each project description and corresponding budget under this Contract shall be mutually determined and agreed upon by County and Subrecipient. Project descriptions shall be in Attachment A; herein and corresponding project budgets shall be listed in Attachment C herein.

<u>ADMINISTRATIVE COST</u>	<u>FY2023-24</u>	<u>FY 2024-25</u>
Total Administrative Costs	\$15,000	\$56,524
<u>PROGRAM COST</u>		
Salaries and Benefits	\$312,700	\$689,421
Services and Supplies	\$22,300	\$56,925
Subtotal Program Cost:	\$350,000	\$802,870
<u>TOTAL ANNUAL BUDGET</u>	\$350,000	\$802,870
TOTAL CONTRACT BUDGET:	\$350,000	\$802,870
LEVERAGED RESOURCES/IN-KIND:	\$23,124	\$102,432

- Note: 1. Profit and Administrative Costs are excluded from SCSEP budget, are disallowed under the Contract, and may not be billed, invoiced, or charged under the Agreement.**
2. Salaries and Benefits includes payments made to program participants as a result of employment through the program.

Budgets contained in Attachment C-5 of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2024 invoices, a detailed budget must be submitted to the Office on Aging office for approval. Budget templates will be provided by the Office on Aging. Invoices shall be submitted based upon these detailed budgets.

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

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

STAFFING PLAN

MANAGED CAREER SOLUTIONS, SPC
Title V Senior Community Service Employment Program (SCSEP)
July 1, 2024 – June 30, 2025

Title	FTE*
SCSEP Director	0.05
Project Coordinator/Case Manager	1.00
Job Developer	0.50
Total:	1.55

*FTE = Full-Time Equivalent

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

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

PERFORMANCE STANDARDS

Senior Community Service Employment Program (SCSEP)

The Performance Standards have been designed to provide the framework wherein the Subrecipient will provide services to participants.

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

B. Core Measures [20 CFR 641.700(b)]

The Subrecipient shall meet the biennially negotiated performance measures established by the DOL, which include the following core measures:

- a. **Community Service** (The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period.)
- b. **Percentage of project participants who are in unsubsidized employment during the second quarter after exit from the project.** (The number of participants employed in the second quarter after the exit quarter divided by the number of participants who exited during the reporting period.)
- c. **Percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from the project.** (The number of participants who exited during the reporting period who are employed in unsubsidized employment during the fourth quarter after the exit quarter divided by the number of participants who exit during the reporting period.)
- d. **The median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the quarter.** (For all participants who exited and are in unsubsidized employment during the second quarter after the exit quarter: The wage that is at the midpoint (of all the wages) between the highest and lowest wage earned in the second quarter after the exit quarter.)
- e. **Indicators of effectiveness in serving employers, host agencies, and project participants.** (Effectiveness in serving participants, employers, and their host agencies with their experiences and the services provided.)
- f. **Service Level** (The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions.)
- g. **Service to Most in Need** (Average number of barriers per participant. The total number of the following characteristics: severe disability, frail, age 75 or older, old enough for but not receiving Social Security Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veteran or eligible spouse of a veteran, low employment prospects, failed to find employment after using WIOA Title I, homeless or at risk of homelessness, and formerly incarcerated individuals divided by the number of participants who are active on the last day of the reporting period or who exited during the reporting period.)

C. Submission/Reporting: Subrecipient shall adhere to procedures for data entry, **timelines** and reporting requirements. Refer to the latest OoA policies, State Information Notices and Directives and subsequent updates for complete information and guidance.

1. **Subrecipient shall input data timely into the data reporting system(s), or if applicable, submit paperwork for all participant activities and necessary updates in participant information and activities for input into the data reporting system as defined in.** Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Contract;
2. Subrecipient shall use the most current templates provided by the OoA. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;
3. Subrecipient shall review and approve all paperwork submitted to the OoA;
4. Subrecipient shall review all available system reports and rosters for any corrections or updates needed to ensure up-to-date information is reflected in the system(s);
5. Subrecipient shall comply with data verification requirements listed in the latest OoA policy and any subsequent updates;
6. Subrecipient shall immediately implement and adhere to future policy revisions and changes or enhancements in procedures and processes pertaining to submission and reporting including data entry and data management.

D. Follow-up Forms shall be required for Quarters 1, 2, 3 and 4 following participant exit

1. **Supplemental Income:** If employment status of the participant is confirmed through supplemental information, follow-up forms reporting this supplemental information shall be completed and submitted for entry into the system. Subrecipient shall submit supplemental information for exiters 'Not Found' in Unemployment Insurance (UI) Base Wage Records within specified timeframes noted in 'Base Wage' letters for specific quarters. Subrecipient shall be responsible for analyzing wage records data.

E. Regional/State Plans and OCWDB Initiatives: Deliverables, goals and core performance measures pertaining to service delivery shall be met.

F. Corrective Action Plans: Performing below any individual performance measure for any quarter shall be subject to the following corrective action:

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

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

G. Accounting and Fiscal Controls

1. Subrecipient shall operate program in accordance with 2 CFR 2900, et al. (Department of Labor – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), all applicable provisions of 2 CFR Part 200, et al., Generally Accepted Accounting Principles (GAAP) and CFRs.

All program invoices including two original sets with wet signatures are due to the Orange County Community Resources (OCCR) Accounting Office by the fifteenth day (15th) following the month being reported.

2. **Accurate and complete invoices are invoices whereby:**

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

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

A master salary spreadsheet identifying all staff and their allocation across programs shall be submitted to the OoA administrative office by August 15, 2024.

H. Budgets and Budget Modifications

1. Budgets contained in Attachment C of this Contract are high-level budgets. **Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2024 invoices, a detailed line-item budget must be submitted to the County of Orange administrative office for approval.** Budget templates will be provided by the County of Orange. Invoices shall be submitted based upon these detailed budgets.

VI. DELIVERABLES

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

A. DELIVERABLES SUMMARY:

II. SERVICE STANDARDS	Due Date
Detailed line-item budget [Section II.D]	Prior to submission of July invoice
Verification of all internal monitoring [Section II.N.1.d]	Upon Request
Quality Assessment/Review, as applicable [Section II.N.1-4]	As directed by OoA staff
Organizational Chart [Section II.J]	July 1, 2024
Publication and/or Program Material [Section II.M.6]	July 1, 2024
Programmatic Grievance Policy [Section II.M.7]	July 1, 2024
Emergency Operations Plan [Section II.R.2]	July 1, 2024
III. SERVICE DELIVERY	Due Date
Internal Policies and Procedures [Section III.3]	August 1, 2024
IV. PROGRAM REQUIREMENTS	Due Date
SCSEP GPMS Forms [Section IV.A.3.a]	As specified by OoA policy
SCSEP Payroll Spreadsheet [Section IV.A.3.b]	Twice monthly at payroll
SCSEP Quarterly Narrative Progress Reports [Section IV.A.3.c]	Quarterly; on a date as directed by OoA staff

SCSEP In-Kind Tracking [Section IV.A.3.d]	15 th of each month (with invoices)
GPMS Data Entry [Section II.M.1; Section IV.A.2.dd; Section IV.A.3.a]	As specified by OoA policy
Follow-up forms and Supplemental Data, as applicable [Section IV.A.2.ee]	As specified by OoA policy and ‘Base Wage’ letters
Core Performance Measure Data, as applicable [Section IV.A.2.r and cc]	As directed by OoA staff
Invoices [Section IV.A.4]	15 th of each month
Master Salary Spreadsheet [Section IV.A.4.b]	August 15, 2024
CORE PERFORMANCE MEASURE TARGETS	PY 2024-25 Targets
Service Level <i>Number of individuals served</i>	127.0%
Community Service <i>Hours of community service</i>	72.0%
Most-in-Need <i>Average number of barriers per participant</i>	2.90
Quarter 2 Employment <i>The percentage of project participants who are in unsubsidized employment during the second quarter after exit from the project</i>	28.3%
Quarter 4 Employment <i>The percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from the project</i>	30.8%
Median Earnings <i>The median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project</i>	\$3,433
Customer Satisfaction Surveys <i>Captured as indicators of effectiveness in serving Participants, Host Agencies, and Employers – from surveys</i>	
Participant Satisfaction	90.0%
Host Agency	87.6%
Employer Satisfaction	85.8%

* Core Performance Measure Targets and Program Year Targets: DOL has indicated that it reserves the right to recalculate the goals and targets for the program year after further analysis of the previous program year’s performance data.

1. Federal Award Identification

- A. **Subrecipient Name:** Managed Care Solutions (MCS), Social Purpose Corporation
- B. **Subrecipient's Dun & Bradstreet Number (DUNS):** 614094019
- C. **Subrecipient's SAM Unique Entity Identifier (UEI):** HLNDL3DN5P1
- D. **Federal Award Identification Number (FAIN):** AD-38264-22-60-A-6, TBD
- E. **Federal Award Date:** 2023-2024 & 2024-2025
- F. **Subaward Period of Performance:** July 1, 2023, to June 30, 2024 & July 1, 2024 to June 30, 2025
- G. **Total Amount of Federal Funds Obligated by the Action:** \$1,152,870
- H.

CFDA	FAIN	Award Date	Formula Funds	Amount
17.235	AD-38264-22-60-A-6	2024	Title V - SCSEP	\$350,000
17.235	TBD	2024	Title V -SCSEP	\$401,435
17.235	TBD	2025	Title V - SCSEP	\$401,435
TOTAL:				\$1,152,870

- I. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$1,152,870
- J. **Total Amount of the Federal Award:** \$1,152,870
- K. **Federal Award Project Description:** Senior Community Services Employment Program
- L. **Federal Awarding Agency:** Department of Labor
- M. **Name of Pass Through Entity (PTE):** California Department of Aging and County of Orange Office on Aging
- N. **Contact Information for the Awarding Official:** Claudia Harris, Director (714) 480-6465, claudia.harris@occr.ocgov.com
- O. **CFDA Number and Name:** CFDA# 17.235 Senior Community Services Employment Program
- P. **Whether Award is R&D:** No
- Q. **Indirect Cost Rate for the Federal Award:** 10%

DRUG FREE WORKPLACE CERTIFICATION

Managed Career Solutions, SPC

Company/Organization Name

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

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

CERTIFICATION

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

Philip Starr

Dr. Esteban Magallanes

Official's Name

3/18/2024

Orange

3/18/2024

Date Executed

Executed in the County of Orange

Philip Starr, Executive Director

Dr. Esteban Magallanes
President

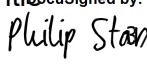
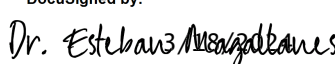
Contractor or Grantee Recipient Signature and Title

**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.

Philip Starr	Dr. Esteban Magallanes
<hr/>	
Name	
Philip Starr, Executive Director	president
<hr/>	
<div>DocuSigned by:  Philip Starr</div>	<div>DocuSigned by:  Dr. Esteban Magallanes</div>
<div>C93693CAEDBA481...</div>	<div>EEF469E979F641C...</div>
Authorized Signature	Date

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

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

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

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

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

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

Managed Career Solutions, SPC

Grantee/Contractor Organization

Philip Starr

Dr. Esteban Magallanes

Name

Philip Starr, Executive Director

president

Title

DocuSigned by:

Philip Starr

C93693CAEDBA481...

DocuSigned by:

Dr. Esteban Magallanes

EEF469E979F641C...

Authorized Signature

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity Prime Subawardee Tier _____ if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department / Agency:	7. Federal Program Name/Description	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ Actual Planned	13. Type of Payment (check all that apply) a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
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:		
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
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.	DocuSigned by: Philip Starr Signature: C93693CAEDBA481...	
	DocuSigned by: Dr. Esteban Magallanes Signature: EEF469E979F641C... Print Name: Philip Starr Dr. Esteban Magallanes Title: Philip Starr, Executive Director Telephone No: 3/18/2024 3/18/2024 Date: 3/18/2024	

**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,



Reimbursement Policy Status Form

Per OC Community Resources Contract Reimbursement Policy, in regards to the Contract # listed herein, Contractor is designated with the Documentation Status of Abbreviated unless Comprehensive is checked below. If the contractor’s designation should change to Abbreviated, a new status form shall be approved. All related documentation requirements are in full force, until further notice.

Contractor: Managed Career Solutions, SPC

Effective Date: April 1, 2024

Contract #: MA-012-22011500

Documentation Status: ☒ **Abbreviated** ☐ **Comprehensive**

Program Authorization by:	Auditor Controller Authorization by:
Print Name _____	Print Name _____
Signed by: _____	Signed by: _____
Date: _____	Date: _____

Two signatures are required to implement the form.

- Distribution:
- Contractor
 - Auditor Controller
 - Contract File
 - Program File



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

Effective: July 1, 2010
Revised: January 17, 2020

PURPOSE:

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

REFERENCES:

Executed County Board of Supervisors approved contract
Budget included in contract or presented as an attachment
48 CFR Part 31 Contract Cost Principles and Procedures
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For OC Housing & Community Development Contracts only.
2 CFR Part 200 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 OC Housing & Community Development's reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and OC Housing & Community Development 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 OC Housing & Community Development may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

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

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

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

PROCEDURES:

Abbreviated Documentation Requirements

Compile and submit:

1. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Personnel Documentation
 - e. Benefit plan and calculation of benefit
 - f. Employer-employee contract for non-customary benefits (if applicable)
 - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)"
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:
 OC Community Resources Accounting
 601 N. Ross St., 6th Floor
 Santa Ana, CA 92701

Comprehensive Documentation Requirements

In addition to abbreviated documentation, compile and submit:

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

ACTION:

Distribute this policy to all appropriate staff

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

STATE OF CALIFORNIA

CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT

DGS OLS 04 (Rev. 01/17)

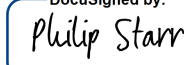

Attachment B
EXHIBIT 6DEPARTMENT OF GENERAL
SERVICES OFFICE OF LEGAL
SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed) Managed Career Solutions, SPC	Federal ID Number 95-4616137
By (Authorized Signature) DocuSigned by:  C93693CAEDBA481...	DocuSigned by:  EEF469E979F641C...
Printed Name and Title of Person Signing Philip Starr Philip Starr, Executive Director Dr. Esteban Magallanes President	
Executed in the County of Orange	Executed in the State of CA
Date Executed 3/18/2024	 3/18/2024