



CONTRACT No. MA-012-22010003

FOR THE PROVISION OF
REGIONAL WORKFORCE CONSULTING SERVICES

BETWEEN

COUNTY OF ORANGE

AND

CITY OF SANTA ANA

<u>CFDA#</u>	<u>FAIN#</u>	<u>PROGRAM/SERVICE TITLE</u>	<u>FUNDING AGENCY</u>
17.258	AA-34757-20-55-A-6	Regional Plan Implementation (RPI) 4.0 Grant Code: 1218	Department of Labor

Table of Contents

RECITALS.....	6
General Terms and Conditions	8
A. Governing Law and Venue	8
B. Entire Contract:	8
C. Amendments	8
D. Intentionally left blank	8
E. Delivery.....	8
F. Acceptance Payment	8
G. Warranty.....	8
H. Patent/Copyright Materials/Proprietary Infringement	9
I. Assignment.....	9
J. Non-Discrimination	9
K. Termination:.....	9
L. Consent to Breach Not Waiver	10
M. Independent Contractor.....	10
N. Performance Warranty	10
O. Insurance Requirements	11
P. Changes	13
Q. Change of Ownership/Name, Litigation Status, Conflicts with County Interest.....	13
R. Force Majeure:	13
S. Confidentiality	13
T. Compliance with Laws.....	14
U. Intentionally left blank	14
V. Severability	14
W. Attorney Fees	14
X. Interpretation:.....	14
Y. Employee Eligibility Verification.....	14
Z. Indemnification	15
AA. Audits/Inspections.....	15
BB. Contingency of Funds	15
CC. Expenditure Limit:	15
Additional Terms and Conditions	16
1. Scope of Contract.....	16
2. Term of Contract.....	16
3. Headings.....	16
4. Maximum Obligation.....	16

5.	Amendments – Changes/Extra Work:.....	16
6.	Breach of Contract	16
7.	Conditions Affecting Work:.....	17
8.	Civil Rights	17
9.	Conflict of Interest – Contractor’s Personnel	17
10.	Conflict of Interest – County Personnel.....	17
11.	Service Contract – Follow-On Work:	18
12.	County’s Project Manager	18
13.	Contractor Bankruptcy/Insolvency:	18
14.	Contractor’s Project Manager and Key Personnel	18
15.	Contractor’s Personnel – Reference Checks	18
16.	Data – Title To	18
17.	Licenses.....	18
18.	Disputes – Contract.....	19
19.	EDD Independent Contractor Reporting Requirements	19
20.	Emergency/Declared Disaster Requirements.....	20
21.	Errors and Omissions	20
22.	Non-Supplantation of Funds	20
23.	Satisfactory Work	20
24.	Access and Records	21
25.	Signature in Counterparts.....	21
26.	Reports/Meetings	21
27.	Subcontracting:	22
28.	Equal Employment Opportunity:	22
29.	Gratuities	22
30.	News/Information Release:.....	23
31.	Notices	23
32.	Ownership of Documents.....	23
33.	Precedence:	24
34.	Termination – Orderly	24
35.	Default – Re-Procurement Costs.....	24
36.	County Branding Requirements.....	24
	Program Specific Terms and Conditions	26
37.	Debarment	26
38.	Lobbying Certification:.....	26
39.	Fraud:	26

40.	Fiscal Appropriations	26
41.	Fiscal Accountability	26
42.	Indirect Costs	27
43.	Dissolution of Entity:	27
44.	Performance Standards	27
45.	Payments	27
46.	Budget Schedule	28
47.	Modification of Budget Schedule	28
48.	Annual Audit.....	29
49.	Non-Discrimination and Compliance Provisions	29
50.	Publication:	30
51.	Drug Free Workplace:.....	30
52.	D-U-N-S Number and Related Information:	30
53.	Modification of Program Components and Service Levels	30
54.	Intellectual Property	31
55.	Complaint Resolution Process and Grievance Procedures for Participants.....	36
56.	Sectarian Activities	36
57.	Standards of Conduct	36
58.	Literature/Publicity	37
59.	Pell Grants/HEA Title IV	37
60.	Policies and Procedures	38
61.	Sweat-free Code of Conduct	38
62.	S.W.A.G.....	38
63.	Corporate Status	38
64.	Equipment	38
65.	Compliance with Law - Contract	39
66.	Other Requirements – Program Confidentiality:	40
67.	Contingent Fees.....	41
Signature Page		42

ATTACHMENTS

Attachment A – Scope of Services

Attachment B - Payment/Compensation

Attachment C - Budget Schedule

Attachment D - Staffing Plan

Attachment E - Performance Standards

Attachment F – Federal Award Identification Number

EXHIBITS

Exhibit 1 – Drug Free Workplace Certification

Exhibit 2 – Debarment and Suspension Certificate

Exhibit 3 – Certification Regarding Lobbying

Exhibit 4 – Disclosure Form to Report Lobbying

Exhibit 5 – OC Community Resources Contract Reimbursement Policy

Contract No. MA-012-22010003
with
City of Santa Ana
for
Regional Workforce Consulting Services

This Contract No. MA-012-22010003 for Regional Workforce Consulting Services (hereinafter referred to as "Contract") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County" and City of Santa Ana, D-U-N-S No. 083153247, a municipal corporation in the State of California, with a place of business at 20 Civic Center Plaza, Santa Ana, CA 92701-4058 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively as "Parties".

ATTACHMENTS

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

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

RECITALS

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

WHEREAS, County and Contractor accepts the State of California Employment Development Department Workforce Services Directive dated February 13, 2020, Number WSD20-01; and

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

WHEREAS, Contractor and County are entering into this Contract for Regional Workforce Consulting Services under a cost reimbursement Contract; and

WHEREAS, Contractor agrees to provide Regional Workforce Consulting Services to the County as further set forth in the Scope of Services, attached hereto as Attachment A; and

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

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

WHEREAS, Contractor agrees to meet the Staffing Plan requirements set forth in attached hereto as Attachment D; and

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

WHEREAS, Contractor received notification of the Federal Award Identification Number, attached hereto as Attachment F; and

WHEREAS, the County Board of Supervisors has authorized the OC Community Resources Director or his designee to enter into a Contract for Regional Workforce Consulting Services with the Contractor to carry out certain program services and activities within Fiscal Year 2021- 2022 & 2022-2023, and through September 30, 2022.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

“Administrator” means the Executive Director, of Orange County Community Investment Division (“CID”), as subdivision within the Orange County Community Services (“OCCS”) department, or designee thereof.

“Contract Administrator” means the designated Manager, a Deputy Purchasing Agent (“DPA”) within the Contract Development and Management (“CDM”) team, who shall administer the contractual responsibilities for this Contract and manage all contractual changes as necessary or reasonable to comply with County Policies.

“County’s Project Manager” means the designated Manager with the County Program Management team who shall administer and monitor the services within this Contract as is necessary or reasonable to comply with County policies.

“Director” means the County Director of the Orange County Community Resources (“OCCR”) department.

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by the County designated Contract Administrator.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Intentionally left blank**
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and County Indemnitees as identified in Paragraph Z below, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders,

or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Paragraph Z below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty, cost, expense or liability of any kind (1) for cause ("Termination for Cause", as defined below), or (2) after 30 days' written notice without cause. Exercise by County of its right to terminate the Contract for cause or without cause shall relieve County of all further compensation, obligation, cost, expense or liability of any kind.
1. Termination for Cause. Termination for Cause shall mean the County's termination of the Contract in the event of:
 - i. A violation of the law or failure to comply in a timely manner with any condition of this Contract;
 - ii. Inadequate program performance;
 - iii. Failure to comply with reporting requirements;
 - iv. Evidence that Contractor is in such an unsatisfactory financial condition, as determined by County, as to endanger performance of this Contract, including the loss of other funding sources;
 - v. Delinquency in payment of taxes or the costs of performance of this Contract in the ordinary course of business;

- vi. Appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, arrangement of liquidation proceedings by or against Contractor;
 - vii. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Contractor's assets or income;
 - viii. Bankruptcy proceedings of Contractor;
 - ix. Finding of Contractor's debarment or suspension;
 - x. Material change in Contractor's organizational structure;
 - xi. Any breach of the Contract by Contractor; and
 - xii. Any misrepresentation, or fraud on the part of the Contractor.
2. **Cost to Cover.** In the event of any termination of the Contract, County may proceed with the work for which this Contract provides in any manner deemed proper by County. The cost to County of completing the work for which this Contract provides shall be deducted from any sums due Contractor under this Contract but Contractor shall not be relieved of liability. Notwithstanding the above, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Contract by Contractor, and County may withhold any payments to Contractor until such time as the exact amount of damages due County from Contractor is determined.
3. **Return of funds.** Contractor agrees that upon expiration or notice of termination of this Contract or dissolution of Contractor's entity, Contractor shall, immediately upon written demand, return to County all funds paid to Contractor by County, which are not payable for goods or services delivered prior to the termination or expiration of this Contract or the dissolution of Contractor's entity.

Nothing in this Paragraph K shall preclude the County from exercising its termination rights as set forth in Paragraph BB or under any other provision in the Contract.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor warrants all work under this Contract and shall take necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment,

materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements:

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance, or maintain a program of self-insurance, at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. If Contractor is self-insured,, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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

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

The program of self-insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

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

\$1,000,000 aggregate

The Commercial General Liability program of self-insurance shall name the ***County of Orange its elected and appointed officials, officers, agents and employees as an*** Indemnified Party and coverage shall be primary and non-contributory. Any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributory.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor promptly gives written notice of the cause of the delay to County as soon as practical but in no event later than 60 hours of the start of the delay and Contractor avails himself of any available remedies.

S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract with exception to California Public Records Act (CPRA). All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.

T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations, including, but not limited to those issued by County in its governmental capacity, the laws, regulations, and requirements set forth in Paragraph 65 (Compliance with Law – Contract) of this Contract, and all other laws applicable to the services at the time services are provided to and accepted by County (collectively "laws"). Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Paragraph Z below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

U. **Intentionally left blank**

V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.

X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

Y. **Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, and its County Indemnitees, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or County Indemnitees, any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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

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

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

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

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

BB. Contingency of Funds: Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon State or Federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or Federal government to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may terminate upon ten (10) days written notice or modify this Contract without penalty.

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

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Regional Workforce Consulting Services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A.”
2. **Term of Contract:** This Contract shall commence upon execution and continue through September 30, 2022, unless otherwise terminated by the County.
3. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
4. **Maximum Obligation:** The total Maximum Obligation of County to the Contractor for the cost of services provided in accordance with this Contract is \$20,000, with individual Maximum Obligation budgets for each Fiscal Year as further detailed in the Budget Schedule, identified and incorporated herein by this reference as Attachment C.
5. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County’s written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Contractor’s concurrence, to make changes at any time without changing the scope or price of the Contract.

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

6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate the Contract immediately, pursuant to Paragraph K herein;
 - b) Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and

- d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.

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

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

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

The Contractor shall not use moneys provided under this Contract to pay or reimburse any staff person of Contractor or any consultant to Contractor, if such staff person or consultant is a member of the Board of Directors, or other official governing body, of Contractor. Contractor shall further be subject to the full texts of all local, State and federal conflict of interest statutes applicable to this Contract.

10. Conflict of Interest – County Personnel: The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The

Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

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

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

13. Contractor Bankruptcy/Insolvency: If the Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the Contractor's insolvency, the County may terminate this Contract.

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

The Contractor's Project Manager, in consultation and agreement with the County, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines.

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

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

17. Licenses: At its own expense, Contractor and its subcontractors, if any, shall, at all time during the term of this Contract, maintain in full force and effect such licenses or permits as may be required by the State of California or any other government entity. Contractor and his/her/its subcontractors, if any, shall strictly adhere to, and obey, all governmental rules and regulations now in effect or as subsequently enacted or modified, as promulgated by any local, State, or Federal governmental entity.

18. Disputes – Contract:

- A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the Contract Administrator by way of the following process:
 - 1. The Contractor shall submit to the agency/department assigned Contract Administrator a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.
- C. Contractor will provide the County the opportunity to cure an alleged material breach. If Parties are unable to successfully resolve the alleged material breach, the Contractor will provide the County 180 days to transition contracted services with the intent to terminate the contract.

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

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

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

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

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

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

- 20. Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, State or Federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional mark-up and/or costs increases as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted beyond Contractors actual costs, which shall be reasonably mitigated. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
- 21. Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by the Contractor as the Project Manager and/or key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
- 22. Non-Supplantation of Funds:** Contractor shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.
- 23. Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of County. County's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.

24. Access and Records:

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

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

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

- 27. Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without advance written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the advance written consent of the County shall be invalid and shall constitute a breach of this Contract.

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

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

Regarding persons with disabilities persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to disabled persons in employment or in advancement in employment or otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disabilities in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified disabled persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

- 29. Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided

in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

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

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

Contractor: City of Santa Ana
Santa Ana Workforce Investment Board
20 Civic Center Plaza
Santa Ana, CA 92701-4058
Kristine Ridge, City Manager
714.647.5200
Email: kridge@santa-ana.org

County: OC Community Services
Community Investment Division
1300 S. Grand Ave. Bldg. B, 1st Floor
Santa Ana, CA 92705-4407
County's Project Manager
714.480.6485
Erin.Ulibarri@occr.ocgov.com

Assigned DPA: OC Community Resources
Contract Development and Management
601 N. Ross St., 6th Floor
Santa Ana, CA 92701
Contract Administrator
714.480.2833
Jennifer.martinez@occr.ocgov.com

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

work or furnished materials shall be used by the Contractor without the express written consent of the County.

33. Precedence: The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.

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

35. Default – Re-Procurement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or Services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due to the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

36. County Branding Requirements:

Publicity, Literature, Advertisement and Social Media

- A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.
- B. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
 - 1. Contractor's Project Manager must provide its written approval of the content and publication of the information at least 5 days prior to Contractor publishing the information, unless a different timeframe for approval is agreed upon by the Project Manager;
 - 2. Unless directed otherwise by the County's Project Manager, the information will include a statement that the program, wholly or in part, is funded through County, State and Federal government funds from the WIOA Program;

3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by Contractor, unless approved in writing by the Contractor's Project Manager; and,
4. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to the County's Project Manager. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Program Specific Terms and Conditions:

37. Debarment: Contractor shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit 2 and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 C.F.R. Part 98.

38. Lobbying Certification:

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

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

Contractor shall maintain records, documents, or other evidence of fraud and abuse until otherwise notified by County.

40. Fiscal Appropriations: This Contract is subject to and contingent upon available local, state, and/or federal funds and applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated, without penalty to the County.

41. Fiscal Accountability:

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

3. A comparison of actual expenditures with budgeted amounts for each sub grant and Contract;
 4. Source documentation to support accounting records; and
 5. Proper charging of costs and cost allocation.
- B. Contractor's Records. Contractor's records shall be sufficient to:
1. Permit preparation of required reports;
 2. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
 3. Permit the tracking of program income earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitation; and
 4. Permit tracking and reporting of leveraging as required by SB734 (Section 14211 Unemployment Insurance Code § 14211 relating to workforce development.)
- C. Costs Charged. Cost shall be charged to this Contract only in accordance with the following:
- a. The WIOA;
 - b. 20 CFR NPRM Part 683;
 - c. State implementing legislation; and
 - d. Requirements of Other Funding Sources.

42. Indirect Costs: The County of Orange reserves the right to cap administrative cost at 10%.

43. Dissolution of Entity: Contractor shall notify County immediately of any intention to discontinue its existence or bring an action for dissolution.

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

45. Payments: Contractor agrees that any and all funds received under this Contract annually for each respective fiscal year shall be disbursed on or before September 30, 2022 and that any and all funds remaining as of September 30, 2022, which have not been disbursed shall be returned by Contractor to County within thirty (30) days of the expiration or earlier termination of the Contract in accordance with Paragraph K of this Contract. No expense of Contractor will be reimbursed by County if incurred after September 30, 2022.

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

- A. Monthly Payments: Upon receipt and approval by OC Community Resources – OC Community Services of Contractor’s invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Contractor’s invoice so long as the total payments under this Contract do not exceed the Contract Maximum Obligation.
- B. County Discretion: At the sole discretion of County, payments to Contractor may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Contractor.
- C. Invoices: Contractor shall provide monthly invoices by the 20th day following the month being reported. If the 20th falls on a weekend or holiday, the invoice/data report is due the next business day. Contractor has a 30- day grace period after the 20th of the month to submit the invoice, with the following exceptions: (1) the final close-out invoice must be submitted by the 15th of the month following the month being reported and (2) the invoices for May and June business must be submitted by the 15th of June and 15th of July, respectively. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract and in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Contractor costs, incorporated herein by reference as Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Contractor, until such documentation has been received and approved by the County. All costs included on invoices must be eligible for reimbursement and allowable costs under WIOA and all applicable laws, regulations, and requirements set forth in Paragraph 65 (Compliance with Law – Contract) of this Contract.

If Contractor expenditures for any program referenced in this Contract fall below 20% of planned expenditures for any cumulative period commencing from the beginning of the term of this Contract, Contractor may be subject to a reduction in funding. No payments will be authorized if any preceding month’s reports or invoices have not been received. Refer to Attachment B, Payment/Compensation for additional information.

- 46. Budget Schedule:** Contractor agrees that the expenditures of any and all funds under this Contract will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C, and which by this reference is incorporated herein and made a part hereof as if fully set forth. Contractor shall ensure all costs incurred under the Contract, and its performance hereunder, shall comply with WIOA and all applicable laws, regulations, and requirements set forth in Paragraph 65 (Compliance with Law – Contract) of this Contract.
- 47. Modification of Budget Schedule:** Upon written approval from the Administrator, the Contract Administrator shall have the authority to transfer allocated program funds from one category of the overall program Budget Schedule to any other category of the overall Budget Schedule pursuant to a written request submitted by Contractor. No such transfer may be made without the express prior written approval of County. Contractors will be limited to three (3) adjustments

per year. Each modification shall be submitted to the County's Project Manager using the Budget Modification forms provided by the Contract Administrator, no later than ten (10) days after the end of the first three quarters of fiscal year 2021/2022 & 2022/2023 as necessary. The County has the right but not the obligation to make changes to the Budget Schedule at any time. County initiated adjustments will not count towards the three allowed modifications each year.

48. Annual Audit: Contractor shall arrange for an independent audit to be performed by a Certified Public Accountant, for funds received from County.

49. Non-Discrimination and Compliance Provisions:

A. State laws.

- i. Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability.
- ii. Contractor's signature affixed hereon shall constitute a certification, under penalty of perjury under the laws of the State of California, that Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12900 (a-f) and Title 2, California Code of Regulations, Section 8103.
- iii. Contractor shall include the nondiscrimination and compliance provisions of this Paragraph 49 "A" in all sub-contracts to perform work under this Contract.

B. Title VI of Civil Rights Act. Contractor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80](P.L. 88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which funds are made available under this Contract. Contractor hereby gives assurance that it will immediately take any measures necessary to effectuate this Contract.

C. Title VII of Civil Rights Act. Contractor shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000), as amended by the Equal Opportunity Act of March 24, 1972 (Public Law No. 92-261), and with all applicable rules, regulations and orders promulgated pursuant thereto, as now in existence or as hereafter amended.

D. Disability discrimination. Contractor shall comply with Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.), and all requirements imposed by the applicable regulations and guidelines issued pursuant to those statutes, including 45 CFR, Part 84.

- E. Addition and future laws. Other current and future federal and state laws prohibiting discrimination on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation.
- F. Failure to comply. If Contractor fails to comply with the requirements of any Sub-Paragraphs of this Paragraph 49 Administrator may withhold payment to Contractor and/or terminate this Contract in accordance with Paragraph K.

50. Publication: No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or department, without prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, or other media of any kind, are to be administered only by the County unless otherwise agreed to by both Parties. Nothing herein shall limit Contractor's ability to comply with the CPRA, etc., in compliance with the requirements set forth in Paragraph S.

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

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

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

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

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

- A. County may at any time, unilaterally, by written notification to Contractor, make changes within the general scope of this Contract, including, in the definition of services

and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Changes may be made when necessitated by changes in the Regional Workforce Services - Professional Consulting operations or performance, the operations or performance of Contractor, or changes in applicable statutes, regulations or State of California or Federal mandates or directives, or for other reasons. The Contractor shall review the County's written notification, resolve any questions regarding the change, and indicate its understanding of the additional expectation within three (3) business days after receipt of notification. Contractor shall perform all such changes promptly but in no event later than ten (10) business days after receiving County's notification unless otherwise directed by the County. Such changes will be memorialized into the Contract through a Contract amendment, as soon as practicable, but shall be effective upon the County's issuance of the notification.

- B. Contractor and County shall make a good faith effort to reach agreement with respect to changes to the scope, which affect the price of services under the Contract. Contractor's protest or failure to agree to the amount of any adjustment to be made as a result of the anticipated amendment shall be a dispute for which an appeal may be made pursuant to this Contract. Notwithstanding the foregoing, the price of services under this Contract shall not be increased except by written amendment of this Contract indicating the new services and price of this Contract if applicable. Until the Parties reach agreement, Contractor shall not be obligated to assume increased performance under the anticipated amendment beyond the limitation of funds established within this Contract.
- C. Contractor may request changes in the scope of performance or services under this Contract, by submitting a written request to the County's Project Manager describing the request and its impact on the Scope of Services and Budget Schedule. The County's Project Manager will review the request and respond in writing within ten (10) business days. The County's Project Manager's decision whether to approve the request or request Board of Supervisors' approval shall be final. The Contract Administrator may approve a request that meets all of the following criteria:
 - i. It does not materially change the terms of this Contract, and
 - ii. It is supported by adequate consideration to County.

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

54. Intellectual Property:

- A. Federal Funding:

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

B. Ownership:

- i. Except where County has agreed in a signed writing to accept a license, County shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.
- ii. For the purposes of this Contract, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by County, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other State, country or jurisdiction.
 - a. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
- iii. In the performance of this Contract, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Contract, Contractor may access and utilize certain of County's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Contractor shall not use any of County's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of County. Except as otherwise set forth herein, neither the Contractor nor County shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Contract, Contractor accesses any third-party Intellectual Property that is licensed to County, Contractor agrees to abide by all license and confidentiality restrictions applicable to County in the third-party's license Contract.
- iv. Contractor agrees to cooperate with County in establishing or maintaining County's exclusive rights in the Intellectual Property, and in assuring County's sole rights against third parties with respect to the intellectual Property. If the Contractor enters into any Contracts or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the Contract(s) to include all Intellectual Property provisions of Paragraphs Fifty-Four (54)(A)

through Fifty- Four (54)(I). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to County all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or County and which result directly or indirectly from this Contract or any subcontract.

- v. Pursuant to Paragraph Fifty-Four (54)(B)(iv) of the Intellectual Property Provisions of this Contract, the requirement for the Contractor to include all Intellectual Property Provisions of Paragraphs Fifty-Four (54)(A) through Fifty-Four (54)(I) of the Intellectual Property Provisions in all contracts and subcontracts it enters into with other parties does not apply to contracts or subcontracts that are for customized and on-the-job training as authorized under 20 CFR WIOA NPRM 680.700-850.
 - vi. Contractor further agrees to assist and cooperate with County in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce County's Intellectual Property rights and interests.
- C. Retained Rights/License Rights:
- i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Contractor hereby grants to County, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Contract, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
 - ii. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Contract, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County or third party, or result in a breach or default of any provisions of Paragraphs Fifty-Four (54)(A) through Fifty-Four (54)(I) or result in a breach of any provisions of law relating to confidentiality.
- D. Copyright:
- i. Contractor agrees that for purposes of copyright law, all works (as defined in Ownership, Paragraph Fifty-Four (54)(B)(ii) of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Contract shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Contract will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into a contract with Contractor to perform the work. Contractor shall enter into a written Contract with any such person that (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest

to County to any work product made, conceived, derived from or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

- ii. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Contract that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract may not be reproduced or disseminated without prior written permission from County.

E. Patent Rights:

With respect to inventions made by Contractor in the performance of this Contract, which did not result from research and development specifically included in the Contract's Scope of Services, Contractor hereby grants to County a license as described under Paragraph Fifty-Four (54)(C) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Contract's Scope of Services, then Contractor agrees to assign to County, without additional compensation, all its right, title and interest in and to such inventions and to assist County in securing United States and foreign patents with respect thereto.

F. Third Party Intellectual Property:

Except as provided herein, Contractor agrees that its performance of this Contract shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining County's prior written approval; and (ii) granting to or obtaining for County's, without additional compensation, a license, as described in Paragraph Fifty-Four (54)(C), for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Contract. If such a license upon these terms is unattainable, and County determines that the Intellectual Property should be included in or is required for Contractor's performance of this Contract, Contractor shall obtain a license under terms acceptable to County.

G. Warranties:

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

- c. Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.
 - d. Contractor has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
 - e. Contractor has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to County in this Contract.
 - f. Contractor has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - g. Contractor has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Contract.
- ii. COUNTY MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.
- H. Intellectual Property Indemnity:
- i. Contractor shall indemnify, defend and hold harmless County and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to:
 - a. The incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or,
 - b. Any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of County's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Contract. County reserves the

right to participate in and/or control, at Contractor's expense, any such infringement action brought against County.

- ii. Should any Intellectual Property licensed by the Contractor to County under this Contract become the subject of an Intellectual Property infringement claim Contractor will exercise its authority reasonably and in good faith to preserve County's right to use the licensed Intellectual Property in accordance with this Contract at no expense to County. County shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for County to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, County may be entitled to a refund of all monies paid under this Contract, without restriction or limitation of any other rights and remedies available at law or in equity.
- iii. Contractor agrees that damages alone would be inadequate to compensate County for breach of any term of these Intellectual Property provisions of Paragraphs Fifty-Four (54)(A) through Fifty-Four (54)(I) by Contractor. Contractor acknowledges County would suffer irreparable harm in the event of such breach and agrees County shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

I. Survival:

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

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

Contractor shall post the entire Notice of the Grievance Procedure Process in a location that is commonly visible for program participants on its website and at its service location(s).

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

57. Standards of Conduct:

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

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

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

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

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

any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIOA participant under this Contract.

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

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

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

62. S.W.A.G: The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

63. Corporate Status: All corporate Contractors shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue service. The corporate Contractor shall maintain the good status standing with the Secretary of State of California throughout the term of this Contract. Any change in corporate status or suspension shall be reported by Contractor immediately in writing to County's Project Manager. If Contractor fails to maintain good standing or has failed to be in good standing at the time of the effective date of this Contract, County, in addition to all remedies available under the law and this Contract, pursuant to Termination provision of this Contract, terminate this Contract for cause.

Contractor, by signing this Contract, does swear under penalty of perjury that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

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

Contractor shall immediately return any items of Equipment to County or its representatives or dispose of them in accordance with the directions of County's Project Manager.

Contractor further agrees to the following:

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

65. Compliance with Law - Contract: In its performance under this Contract, Contractor shall fully comply with the requirements of the following, whether or not otherwise referred to in this Contract:

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

- C. All applicable County policies, procedures and directives;
- D. All applicable local ordinances and requirements, including use permits and licensing;
- E. Court orders applicable to Contractor's operations;
- F. All federal and state guidance and training and employment guidance letters; and
- G. The terms and conditions of this Contract, including Attachments and Exhibits.

Nothing in this Paragraph 65 shall limit Contractors obligations or County's rights under Paragraph T (Compliance with Laws) or under any other provision in the Contract.

66. Other Requirements – Program Confidentiality:

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

The Contractor shall be guided by the following principles: (1) the release of any personally identifiable student information to any third parties shall be managed in ways that are in compliance with FERPA and (2) the information in the student's file should be disclosed to

the student upon request. Therefore, Contractor shall procure the written consent from students enrolled through the County allowing Contractor to disclose to the participants' employer, County of Orange, State of California, or U.S. Department of Labor student information such as grades, academic disputes and other matters related to a student's status as a student. Such consent shall be obtained materially in the form, titled Family Educational Rights and Privacy Act (FERPA) Authorization to Release Information to a Designated Third Party.

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

67. Contingent Fees: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Signature Page

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

***CITY OF SANTA ANA**

ATTEST

By: _____

By: _____

Name: KRISTINE RIDGE

Name: DAISY GOMEZ

Title: City Manager

Title: Clerk of the Council

Dated: _____

Dated: _____

APPROVED AS TO FORM
SONIA R. CARVALHO
CITY ATTORNEY

RECOMMENDED FOR APPROVAL

By: _____

By: _____

Name: RYAN O. HODGE

Name: STEVEN A. MENDOZA

Title: Assistant City Attorney

Title: Executive Director
Community Development Agency

Dated: _____

Dated: _____

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

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

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____

Dated: _____

Dylan Wright, Director
OC Community Resources



SCOPE OF SERVICES REGIONAL WORKFORCE CONSULTING SERVICES

I. PURPOSE

The purpose of this Contract is to provide Regional Workforce Consulting Services that support federally funded services offered through the Workforce Innovation and Opportunity Act (WIOA) and by the Orange County Workforce Development Board (OCWDB) and its Subrecipients in the Orange County Regional Planning Unit.

II. SERVICES

Regional Planning and Implementation – Collaborate with the OCWDB in establishing and facilitating regional goals and objectives; developing regional strategies, policies, and programs as part of regional planning and infrastructure development; focus on targeted populations, communities, and/or WIOA activities as a key partner in the state identified Regional Planning Unit.

- a. Monitoring and Evaluation Services will also be available if needed.

III. DELIVERABLES

- a. Contractor will be called upon to provide at a minimum but not limited to the following services on an as-needed basis:
 - i. Regional Plan Implementation/Slingshot 4.0
 1. Collaborate with OCWDB in developing establishing and facilitating a post-COVID-19 Economic Development Strategy that supports regional goals and objectives; developing regional strategies, policies, and programs as part of regional planning and infrastructure development.
 2. Collaborate with OCWDB to address the identified needs, service gaps, existing resources, and potential partnerships in the region.
 3. Assist OCWDB and Regional Organizer (RO) with building community partnerships in the 4 identified industry sectors; targeting special resources to support post-COVID-19 recovery strategies focusing on race, equity, high road economy, and COVID-19 response.
 4. Promote regional collaboration and support of the regional plan implementation activities.
 5. Attend regional workforce development board partner meetings and training.
 6. Assist in the development and implementation of capacity building, training, and development opportunities for staff and partners.

- b. Invoices are due on the 20th of each month for the previous month's expenditures in accordance with the OC Community Resources Contract Reimbursement Policy attached herein as Exhibit 5 of this Contract. Contractor has a 30- day grace period after the 20th of the month to submit the invoice, with the following exceptions: (1) the final close-out invoice must be submitted by the 15th of the month following the month being reported and (2) the invoices for May and June business must be submitted by the 15th of June and 15th of July, respectively.
- c. Due dates of project and program development activities will be project-specific and will be determined at the time of the project assignment.

Contractor will be provided access to the Project Manager who will assist with the scheduling and information needed to complete the required deliverables for said services and projects pertaining to the Orange County Regional Planning Unit.



PAYMENT/COMPENSATION

City of Santa Ana Regional Workforce Consulting Services

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Contractor for up to: **\$20,000** (Upon execution of all signatures – September 30, 2022) as set forth in Attachment A (Scope of Services) attached hereto and incorporated herein by reference. The Contractor 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 Contract Maximum Obligation specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

2. PAYMENTS:

Contractor agrees that any and all funds received under this Contract annually for each respective fiscal year shall be disbursed on or before September 30, 2022 and that any and all funds remaining as of September 30, 2022, which have not been disbursed shall be returned by Subrecipient to County within thirty (30) days of the expiration or earlier termination of the Contract in accordance with Paragraph K of this Contract. No expense of Subrecipient will be reimbursed by County if incurred after September 30, 2022.

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

- A. Monthly Payments: Upon receipt and approval by OC Community Resources – OC Community Services of Subrecipient's invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Subrecipient's invoice so long as the total payments under this Contract do not exceed the Contract Maximum Obligation.
- B. County Discretion: At the sole discretion of County, payments to Subrecipient may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Subrecipient.
- C. Invoices: Subrecipient shall provide monthly invoices by the 20th day following the month being reported. If the 20th falls on a weekend or holiday, the invoice/data report is due the next business day. Subrecipient has a 30-day grace period after the 20th of the month to submit the invoice, with the following exceptions: (1) the final close-out invoice must be submitted by the 15th of the month following the month being reported and (2) the invoices for

May and June business must be submitted by the 15th of June and 15th of July, respectively. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract and in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Subrecipient costs, incorporated herein by reference as Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation has been received and approved by the County. All costs included on invoices must be eligible for reimbursement and allowable costs under WIOA and all applicable laws, regulations, and requirements set forth in Paragraph 65 (Compliance with Law – Contract) of this Contract.

- D. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.
- E. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 2 CFR Part 200.
- F. Whenever Subrecipient is not in compliance with any provision of this Contract, County's Project Manager, may withhold payment or a portion thereof until such time Subrecipient comes into compliance.
- G. County's Project Manager, also reserves the right to refuse and withhold payment to Subrecipient for later disallowed costs; or for any expenditure determined by County's Project Manager, not to be in compliance with this Contract, or unrelated to activities for which this Contract provides, or inappropriate to such activities; or for which there is inadequate supporting documentation presented; or for which prior approval was required but was either not requested or not granted. Payment to Subrecipient may be refused until County receives reimbursement from Subrecipient for any Subrecipient outstanding disallowed costs.
- H. Total Monthly Costs may exceed one-fifteenth of the Maximum Obligation of County. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the County's Project Manager, or designee, the Project Manager, has the discretion, in any given month, to pay over the monthly one-fifteenth of the Maximum Obligation.

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 45 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 and/or are not eligible for reimbursement or allowable costs under WIOA and all applicable laws, regulations, and requirements set forth in Paragraph 65 (Compliance with Law – Contract) of this Contract.

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) must be sent to the following address:

OC Community Resources
Attention: Accounts Payable
601 N. Ross St., 6th Floor
Santa Ana, CA 92701

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 in the Demand Letter/Invoice the following information:

- A. Subrecipient's name and address
- B. Subrecipient's remittance address (if different from A)
- C. Name of County Agency/Department
- D. County Contract Number - MA-012- 22010003
- E. Delivery Order (DO) Number
- F. Service Date(s) – Month of Service
- G. Deliverables/Service description (in accordance with Attachment A)
- H. Subrecipient's Federal Tax I.D. number
- I. Total Invoice Amount



BUDGET
REGIONAL WORKFORCE CONSULTING SERVICES
Upon Contract Execution – September 30, 2022

BUDGET

The Contract total shall not exceed \$20,000. 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.

Activities	Total Budget Amount
Regional Plan Implementation 4.0 PY 20/21 - 1218 Grant Code: 1218 End Date: September 30, 2022	\$20,000.00
Total:	\$20,000.00



STAFFING PLAN REGIONAL WORKFORCE CONSULTING SERVICES

Title	FTE*
Economic Development Specialist III	.11
TOTAL:	.11

*1.00 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 Parties agree that the County has the right to require other or additional personnel to perform services under the Contract, as 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
REGIONAL WORKFORCE CONSULTING SERVICES**

Standards of performance are as follows:

1. All deliverables shall be current and professional in regard to accuracy, design, layout, charts, graphs, and other visual representations of the information including hand-outs, PowerPoint presentations and brochures.
2. All staff related to the project will execute project activities in accordance with the Contract.
3. All deliverables related to the Contract and Scope of Services will not be deemed “received” until reviewed and approved by County.



ATTACHMENT F

FEDERAL AWARD IDENTIFICATION INFORMATION

The General Program Requirements were designed to provide the framework where the Subrecipient will provide Regional Workforce Consulting Services identified in this attachment.

I. GOVERNANCE

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

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

II. GOVERNANCE REFERENCES

- A. Workforce Investment Act/Workforce Innovation and Opportunity Act - Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules/WIOA 20CFR Part 676,677and 678.
- B. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules/WIOA 20CFR Part 676,677and 678.
- C. Additional state and federal agencies that provide funding to the County of Orange/OC Community Resources/OC Community Services/Community Investment Division that may be incorporated herein.
- D. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIOA.
- E. All Actions, directives, and policy and procedures issued by OC Community Resources/OC Community Services/Community Investment Division/Orange County Workforce Development Board (OCWDB) or staff relevant to this Contract, specifically Management Information System (MIS) Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.
- F. County of Orange policies, as applicable.

G. In accordance with the requirements of 2 CFR 200.330 (Subrecipient and Subrecipient determination) and for the purpose of this Contract, City of Santa Ana is determined to be a Contractor.

III. FEDERAL AWARD IDENTIFICATION

FAIN INFORMATION		
A.	Subrecipient Name:	City of Santa Ana/Santa Ana Workforce Development Board
B.	Subrecipient's Unique Identifier (D-U-N-S):	083153247
C.	Federal Award Identification Number (FAIN):	AA-34757-20-55-A-6
D.	Federal Award Date:	Pending
E.	Subaward Period of Performance:	Upon execution – 09/30/2022
F.	Total Amount of Federal Funds Obligated by the Action:	\$20,000.00
G.	Total Amount of Federal Funds Obligated to the Subrecipient:	\$20,000.00
H.	Total Amount of the Federal Award:	\$375,000.00
I.	Federal Award Project Description:	Regional Plan Implementation (RPI) 4.0 Grant Code: PY 20/21 - 1218
J.	Federal Awarding Agency:	Department of Labor
K.	Name of PTE:	Employment Development Department and County of Orange
L.	Contact Information for the Awarding Official:	Carma Lacy, Executive Director
	Phone Number:	(714) 480-6420
	E-mail Address:	Carma.Lacy@occr.ocgov.com
M.	CFDA Number:	17.258
	CFDA Name:	WIOA Formula Funds – Adult
N.	Whether Award is R&D:	No
O.	Indirect Cost Rate for the Federal Award:	10% Cap

DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name

City of Santa Ana

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

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

CERTIFICATION

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

Official's Name

Date Executed

Orange County, California

Executed in the County of

Contractor or Grantee Recipient Signature and Title

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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

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

Name

Title

Authorized Signature

Date

DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification

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

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

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

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

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

Grantee/Contractor Organization

City of Santa Ana

Name

Title

Authorized Signature

Date

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

DISCLOSURE OF LOBBYING ACTIVITIES

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

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 type="checkbox"/> No		
<div style="display: flex;"> <div style="flex: 1; padding-right: 10px;"> 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. </div> <div style="flex: 1;"> Signature: _____ _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____ </div> </div>		

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMS - 0348-0046

Reporting Entity: _____

_____ Page _____ of _____



**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 Housing & Community Development 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



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: City of Santa Ana

Effective Date: Upon Execution

Contract #: MA-012-22010003

Documentation Status: ☐ Abbreviated ☒ Comprehensive

Program Authorization by:

Auditor Controller Authorization by:

Carma Lacy

Print Name

Eric Takanishi

Print Name

Signed by: _____

Signed by: _____

Date:

Date:

Two signatures are required to implement the form.

Distribution:

Contractor

Auditor Controller

Contract File

Program File