

**AMENDMENT NUMBER THIRTEEN
TO
MA-012-22011500
BETWEEN
COUNTY OF ORANGE
AND
MANAGED CAREER SOLUTIONS, SPC
FOR
SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM**

This AMENDMENT 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 (“County”) and Managed Career Solutions, SPC, (“Subrecipient”), with County and Subrecipient sometimes individually referred to as “Party” or collectively referred to as “Parties”.

Recitals

WHEREAS, County and Subrecipient entered into Contract MA-012-22011500 for Senior Community Service Employment Program, effective July 1, 2022, through June 30, 2023, in the Not-to-Exceed Amount of \$801,269, (“Contract”); and,

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

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

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

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

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

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

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

WHEREAS, SER-Jobs for Progress, Inc. – San Joaquin Valley informed County that SER-Jobs for Progress, Inc. – San Joaquin Valley desired to assign the Contract to Subrecipient. Paragraph I. Assignment, of the Contract required County’s express written consent to any assignment for the Contract; County, Subrecipient, and SER-Jobs for Progress, Inc. – San Joaquin Valley concurrently entered into an Assignment, Assumption and Consent that assigns the Contract, and all rights, duties, and obligations thereunder from SER-Jobs for Progress, Inc. – San Joaquin Valley to Subrecipient, effective April 1, 2024; and

WHEREAS, On April 9, 2024, Parties executed Amendment Number Eight to replace SER-Jobs for Progress, Inc. – San Joaquin Valley with Subrecipient and updated Subrecipient’s name and certain obligations and information within the Contract as outlined; renewed the Contract, effective July 1, 2024 through June 30, 2025; increased the Contract amount by \$802,870 for a new cumulative Contract not to exceed amount of \$2,414,307; replaced Attachment A-2, Scope of Services; replaced Attachment B-5, Payment Compensation; replaced Attachment C-5, Budget; replaced Attachment D-4, Staffing Plan; replaced Attachment E-3, Performance Standards; replaced Attachment F-3, Federal Award Identifications; and replaced Exhibits 1 through 6; and

WHEREAS, on July 1, 2024, Parties executed Amendment Number Nine to decrease Contract amount by \$22,518 for FY 23-24 for a new Contract amount of \$327,482; with no changes to the cumulative contract amount.; replaced Attachment B-6, Payment Compensation; replaced Attachment C-6, Budget; replaced Attachment D-5, Staffing Plan; replaced Attachment F-4, Federal Award Identification; and

WHEREAS, on February 20, 2025, Parties executed Amendment Number Ten to increase the Contract amount by \$32,244 for FY 24-25 for a new Contract amount of \$835,114, for a new cumulative Contract not to exceed amount of \$2,446,551 replace Attachment A-3, Scope of Work; replace Attachment B-7, Payment Compensation; replace Attachment C-7, Budget; replace Attachment D-6, Staffing Plan; replace Attachment E-4, Performance Standards; replace Attachment F-5, Federal Award Identification; and

WHEREAS, on May 21, 2025, Parties executed Amendment Number Eleven to correct certain typographical errors; renewed Contract for one additional year effective July 1, 2025, through June 30, 2026; increased the contract amount by \$835,114 for a new cumulative not to exceed amount of \$3,281,665; replaced Attachment B-8, Payment Compensation; replaced Attachment C-7, Budget; replaced Attachment D-6, Staffing Plan; replaced Attachment E-5, Performance Standards; replaced Attachment F-5, Federal Award Identification; and,

WHEREAS, on March 20, 2026, Parties executed Amendment Number Twelve to decrease the contract amount by \$8,276 for FY 25-26 for a new contract amount of \$826,838; for a new cumulative Contract not-to-exceed amount of \$3,273,389; replaced Attachment B-9, Payment Compensation; replaced Attachment C-9, Budget Schedule; replaced Attachment D-8, Staffing Plan; replaced Attachment F-7, Federal Award Identification; and,

WHEREAS, Parties now desire to renew Contract for one additional year effective July 1, 2026, through June 30, 2027; increase contract amount by \$826,838; for a new cumulative Contract not-to-exceed amount of \$4,100,227; replace Attachment B-10, Payment Compensation; replace Attachment C-10,

Budget Schedule; replace Attachment D-9, Staffing Plan; replace Attachment E-6, Performance Standards; replace Attachment F-8, Federal Award Identification; and,

NOW THEREFORE, the Parties agree as follows:

- A. Contract is hereby renewed for an additional one-year period, effective July 1, 2026, through June 30, 2027, with a new annual contract amount of \$826,838 and a new cumulative Contract not-to-exceed amount of \$4,100,227.
- B. Attachment B-10, Payment Compensation, is hereby replaced with Attachment B-11.
- C. Attachment C-10 Budget, is hereby replaced with Attachment C-11.
- D. Attachment D-9, Staffing Plan, is hereby replaced with Attachment D-10.
- E. Attachment E-6, Performance Standards, is hereby replaced with Attachment E-7.
- F. Attachment F-8, Federal Award Identification, is hereby replaced with Attachment F-9.
- G. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment Number Thirteen on the date first above written.

MANAGED CAREER SOLUTIONS, SPC

<small>DocuSigned by:</small>			
	Dr. Philip Starr	Executive Director	4/1/2026
<small>C08693CAEDBA481...</small>	Name	Title	Date
Signature			

<small>DocuSigned by:</small>			
	Dr. Esteban Magallanes	president	4/1/2026
<small>EEF469E979F641C...</small>	Name	Title	Date
Signature			

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

By: _____

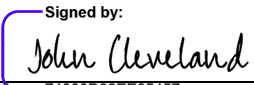
Print
Name: Rita Gore

Title: Deputy Purchasing Agent

Date: _____

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By:  _____
74000D32EE65457...
 Deputy

Date: 4/1/2026

- * If the contracting party is a corporation, (2) two signatures are required:
- one (1) signature by the Chairman of the Board, the President or any Vice President; and
 - one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.

PAYMENT/COMPENSATION

MANAGED CAREER SOLUTIONS, SPC TITLE V SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM (SCSEP)

I. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$826,838 for July 1, 2026 through June 30, 2027. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

II. BUDGET TERMS:

- A. Detailed Budget: Upon approval by the Orange County Board of Supervisors and/or the County – but prior to submission of invoices, a detailed budget must be submitted to the Office on Aging office for approval. Budget templates will be provided by the Office on Aging through the assigned *Box Folder*. Invoices shall be submitted based upon these detailed budgets.
- B. Budget revisions are changes made to the budget line items on Attachment C.
 1. Budget revisions initiated by Subrecipient must be limited to no more than two (2) times per program, per Fiscal Year.
 2. Budget revisions requests initiated by Subrecipient must be submitted no later than 60 days before the end of the contract term.
- C. Budget modifications are changes made to the detailed budget
 1. Budget modifications initiated by Subrecipient must be limited to no more than three (3) times per program, per Fiscal Year.
 2. Budget modification requests are approved based on County discretion.
- D. Subrecipient must include a justification narrative specifying the purpose of the revision or modification.
- E. All additional budget revision and budget modification requests initiated by Subrecipient may be denied. Special consideration may be given for extenuating circumstances, but approval is not guaranteed.

III. PAYMENT TERMS:

Invoices are to be submitted in arrears to the user agency/department. An invoice for the reimbursement of costs and shall be submitted as specified below upon the completion of the services/activities and approval of the County. Payment shall be made within thirty (30) days after receipt of a properly prepared invoice in a format acceptable to the County. All invoices shall be verified and approved by County prior to payment and processing in accordance with the County's routine procedures. The responsibility for providing an acceptable invoice rests with the Subrecipient.

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

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services. If costs are disputed and/or disallowed, the County will make partial payment to recoup disputed/disallowed monies in the following billing cycle and/or Subrecipient will reimburse the County for disputed/disallowed monies in one lump sum upon identification of the disputed/disallowed costs

IV. INVOICING INSTRUCTIONS:

Subrecipient shall submit an invoice(s) and other substantiating reports as County may require, all in a form satisfactory to County, by the fifteenth (15th) day of each month. If the 15th falls on a weekend or holiday, the invoice/data report is due on the next business day. If Subrecipient receives funds pursuant to this Contract for more than one program or Service Area, each such program or Service Area shall be invoiced separately from all other programs or Service Areas, and separate substantiating reports shall be submitted for each program or Service Area, unless otherwise approved by County. County shall make monthly payments based on Subrecipient's data, invoice(s), and substantiating reports, unless otherwise approved by County.

In cases where errors or Disallowed costs are identified by County, County will return invoice(s) for revision. Subrecipient must resubmit revised invoice(s) within five (5) business days of notification from County, excluding the 11th month invoice and 12th month close-out invoice.

No payments will be made if any preceding months' invoices are outstanding, unless otherwise approved by the County.

No payments will be made for costs incurred by Subrecipient which are determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR Part 200.31 and 45 CFR 75.2)

Whenever Subrecipient is not in compliance with any provision of this Contract, County may withhold payment until such time as Subrecipient comes into compliance.

Any late submission for the 1st through 10th invoices will result in technical assistance finding during program monitoring.

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

V. CLOSE-OUTS

- A. The 11th month invoice is due on the 10th of the 12th month of the Contract without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.

- B. The 12th month close-out invoice is due on the 10th of month following the end of the Contract term without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- C. Request for invoice revisions from the Subrecipient will only be allowed at the County’s discretion.
- D. Subrecipient must submit 12th month invoice estimates by the 10th of the 12th month of the Contract. Estimates must be projected based on anticipated actual expenditure.
- E. Any late submission for the 11th and 12th month invoices will result in a corrective monitoring finding, without any exceptions. All requests for late submissions or due date extensions will not be granted. A Corrective Action Plan (CAP) will be required to address this finding.
- F. County has the authority to adjust and/or short pay the Subrecipient’s final invoice to ensure Subrecipient meet the Federally mandated requirement to spend a minimum of seventy-nine percent (79%) of the total federal funding allocation on Participant Wages and Fringe Benefits.

Adjustments will entail deduction from final invoice reimbursement if total YTD expenditures fall over/under the minimum/maximum funding percentages allowed the cost categories listed below:

Participant Wages & Fringe Benefits	79% of total federal funding allocation (minimum spending percentage required)
Program Administration	8% of Subrecipient allocation (max)
Program Other Costs	13% of Subrecipient allocation (max)

- G. The Program Manager will notify the Subrecipient if there is a reduction to final invoice reimbursement, along with the reason for the reduction.

VI. FULL COMPENSATION

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

BUDGET SCHEDULE

**Managed Career Solutions, SPC
Title V Senior Community Service Employment Program (SCSEP)
Program Year 2026-27**

I. SUBRECIPIENT’S BUDGET:

The following Budget is set forth for informational purposes only, and may be adjusted by mutual agreement, in writing, of Subrecipient and County.

This total amount to be funded under this Contract for Program Year 2026-27 shall not exceed \$826,838. Each project description and corresponding budget under this Contract shall be mutually determined and agreed upon by County and Subrecipient. Project descriptions shall be in Attachment A; herein and corresponding project budgets shall be listed in Attachment C herein.

<u>ADMINISTRATIVE COST</u>	<u>FY 2026-27</u>
Total Administrative Costs	\$48,149
 <u>PROGRAM COST</u>	
Salaries and Benefits	\$710,003
Services and Supplies	\$68,690
Subtotal Program Cost:	\$826,838
 <u>TOTAL ANNUAL BUDGET</u>	 \$826,838
 TOTAL CONTRACT BUDGET:	 \$826,838
 LEVERAGED RESOURCES/IN- KIND:	 \$105,672

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

Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2026 invoices, a detailed budget must be submitted to the County office for approval. Budget templates will be provided by the County. Invoices shall be submitted based upon these detailed budgets.

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

- II.** The above Budget Display is an overview of the actual budget approved by the County. Subrecipient shall be responsible for and maintain the approved *Detailed Budget* that is provided to

Subrecipient from County. The Detailed *Budget* shall be maintained and completed in accordance with the County policies and processes. Any deviation from the County approved budget, may and can delay acceptance of budgets and/or reimbursements.

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

- A. Personnel Costs – annual Full-Time Effort (FTE) wage rates and personnel classifications together with the percentage of time to be charged, specified for each program. 2 CFR 200.430 must be followed for rules regarding allowability of personnel costs. Specific emphasis of section (i) of 2 CFR 200.430:
 - 1. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:
 - i. Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated.
 - ii. Be incorporated into the official records of the non-Federal entity.
 - iii. Reasonably reflect the total activity for which the employee is compensated by the non-Federal entity, not exceeding 100% of compensated activities.
 - iv. Support the distribution of the employee's salary among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and a non-Federal award, an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.
 - v. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for changes to Federal awards.
 - 2. Salaries and wages of employees used in meeting cost sharing or matching requirements on Federal awards must be supported in the same manner as salaries and wages claimed for reimbursement from Federal awards.
- B. Fringe Benefits – specified for each program.
- C. Staff Travel (In-State and Out-of-State travel) – mileage reimbursement, lodging, per diem, and other travel costs, specified for each program.
- D. Staff Training – attendance cost for necessary training, specified for each program.
- E. Rent – total, specified for each program.
- F. Property/Equipment - detailed descriptions and unit costs, specified for each program.
- G. Supplies – to include items that do not qualify as property, specified for each program.
- H. Contractual Costs (Consultants/Professional Services) – cost detail, specified for each program.
- I. Food – used in delivering Congregate and Home-Delivered Meals.
- J. Other – Facilities, operating expenses, and other ordinary and necessary costs specified for each program.
- K. Allocated Direct Costs – requires submission of a Direct Cost Allocation Plan for prior approval.
- L. Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.

IV. MATCHING CONTRIBUTIONS

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

- A. Cash and/or in-kind contributions may count as match, if such contributions are used to meet program requirements.

- B. Any matching contributions (cash or in-kind) must be verifiable from the records of the Subrecipient and the subcontractor.
- C. Matching contributions must be used for allowable costs in accordance with the OMB cost principles.
- D. Match requirement must be fulfilled by the end of the contract fiscal year.
- E. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds. Matching contributions are included in the detailed budget minimum matching requirements calculation.
- F. Matching contributions generated in excess of the minimum required are considered overmatch.

V. INDIRECT COST:

- A. The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) of the Subrecipient’s Modified Total Direct Costs (MTDC), per funding category excluding in-kind contributions and nonexpendable equipment.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs. [45 CFR 75.2]

- B. Subrecipients requesting reimbursement for indirect costs exceeding the maximum fifteen percent (15%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.
- C. Indirect costs exceeding the fifteen percent (15%) maximum may be budgeted as in-kind for purposes of meeting matching requirements in Title III and VII programs only. Subrecipients must receive prior approval from federal awarding agency prior to budgeting the excess indirect costs as in-kind.

VI. Program Income

- A. Program Income is revenue generated by the Subrecipient from contract-supported activities and may include:
 - i. Voluntary contributions received from a participant or responsible party as a result of the service.
 - ii. Income from usage or rental fees of real or personal property acquired with funds provided under this Contract.
 - iii. Royalties received on patents and copyrights from contract-supported activities.
 - iv. Proceeds from the sale of items fabricated under a contract agreement.
- B. Subrecipient shall provide every participant the opportunity to voluntarily contribute toward the cost of the services provided under this Contract for the applicable programs. Subrecipient shall protect the privacy of each such contributor with respect to his or her contribution and shall not maintain individual records of contributions. No ~~Older~~ Individual participant shall be denied a service because of unwillingness or inability to contribute towards the cost of said service.

- C. Subrecipient shall keep separate accounts of all contributions for services provided pursuant to this Contract. Subrecipient shall report on such contributions monthly to County in the format required by County.
- D. Contributions for services provided pursuant to this Contract shall be added to the funds provided to Subrecipient by County pursuant to this Contract and shall be used for the purposes and in accordance with the terms of this Contract.
- E. Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.
- F. Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.

VII. Recipient Local Share

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

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

STAFFING PLAN

**MANAGED CAREER SOLUTIONS (MCS) SOCIAL PURPOSE CORPORATION
Title V Senior Community Service Employment Program (SCSEP)
July 1, 2026 – June 30, 2027**

Title
Director of Development
Payroll Clerk
Program Supervisor

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

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

ATTACHMENT E-7

PERFORMANCE STANDARDS

Senior Community Service Employment Program (SCSEP)

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

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

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

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

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

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

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

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

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

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

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

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

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

G. **Accounting and Fiscal Controls**

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

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

2. Accurate and complete invoices are invoices whereby:

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

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

A master salary spreadsheet identifying all staff and their allocation across programs shall be submitted to the OoA administrative office by August 15, 2026.

H. Budgets and Budget Modifications

1. Budgets contained in Attachment C of this Contract are high-level budgets. **Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2026 invoices, a detailed line-item budget must be submitted to the County of Orange administrative office for approval.** Budget templates will be provided by the County of Orange. Invoices shall be submitted based upon these detailed budgets.

VI. DELIVERABLES

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

A. DELIVERABLES SUMMARY:

II. SERVICE STANDARDS	Due Date
Detailed line-item budget [Section II.D]	Prior to submission of July invoice
Verification of all internal monitoring [Section II.N.1.d]	Upon Request
Quality Assessment/Review, as applicable [Section II.N.1-4]	As directed by OoA staff
Organizational Chart [Section II.J]	July 1, 2026
Publication and/or Program Material [Section II.M.6]	July 1, 2026
Program Termination & Grievance Policy [Section II.M.7]	July 1, 2026
Emergency Operations Plan [Section II.R.2]	July 1, 2026
III. SERVICE DELIVERY	Due Date
Internal Policies and Procedures [Section III.3]	August 1, 2026
IV. PROGRAM REQUIREMENTS	Due Date

SCSEP GPMS Forms [Section IV.A.3.a]	As directed by OoA staff
SCSEP Payroll Spreadsheet [Section IV.A.3.b]	As directed by OoA staff
SCSEP Quarterly Narrative Progress Reports [Section IV.A.3.c]	Quarterly; on a date as directed by OoA staff
SCSEP In-Kind Tracking [Section IV.A.3.d]	15 th of each month (with invoices)
GPMS Data Entry [Section II.M.1; Section IV.A.2.dd; Section IV.A.3.a]	As specified by OoA policy
Follow-up forms and Supplemental Data, as applicable [Section IV.A.2.ee]	As specified by OoA policy and ‘Base Wage’ letters
Core Performance Measure Data, as applicable [Section IV.A.2.r and cc]	As directed by OoA staff
Invoices [Section IV.A.4]	15 th of each month
Master Salary Spreadsheet [Section IV.A.4.b]	August 15, 2026
CORE PERFORMANCE MEASURE TARGETS	PY 2026-27 Targets
Service Level <i>Number of individuals served</i>	128.9%
Community Service <i>Hours of community service</i>	62.7%
Most-in-Need <i>Average number of barriers per participant</i>	3.02
Quarter 2 Employment <i>The percentage of project participants who are in unsubsidized employment during the second quarter after exit from the project</i>	23.1%
Quarter 4 Employment <i>The percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from the project</i>	21%
Median Earnings <i>The median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project</i>	\$3,524
Customer Satisfaction Surveys <i>Captured as indicators of effectiveness in serving Participants, Host Agencies, and Employers – from surveys</i>	
Participant Satisfaction	84.8%
Host Agency	86.8%

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

**ATTACHMENT F-9
FEDERAL AWARD IDENTIFICATION**

- A. **Subrecipient Name:** Managed Career Solutions (MCS), Social Purpose Corporation
- B. **Subrecipient’s Dun & Bradstreet Number (DUNS):** 614094019
- C. **Subrecipient’s SAM Unique Entity Identifier (UEI):** HLNDDL3DN5P1
- D. **Federal Award Identification Number (FAIN):** TBD
- E. **Federal Award Date:** 2026-2027
- F. **Subaward Period of Performance:** July 1, 2026 to June 30, 2027
- G. **Total Amount of Federal Funds Obligated by the Action:** \$826,838
- H.

CFDA	FAIN	Award Date	Formula Funds	Amount
17.235	TBD	2026	Title V - SCSEP	\$413,419
17.235	TBD	2027	Title V -SCSEP	\$413,419
TOTAL:				\$826,838

- I. **Total Amount of Federal Funds Obligated to the Subrecipient:** \$826,838
- J. **Total Amount of the Federal Award:** TBD
- K. **Federal Award Project Description:** Senior Community Services Employment Program
- L. **Federal Awarding Agency:** Department of Labor
- M. **Name of Pass-Through Entity (PTE):** California Department of Aging and County of Orange Office on Aging
- N. **Contact Information for the Awarding Official:** Claudia Harris, Director (714) 480-6465, claudia.harris@occr.ocgov.com
- O. **CFDA Number and Name:** CFDA# 17.235 Senior Community Services Employment Program
- P. **Whether Award is R&D:** No
- Q. **Indirect Cost Rate for the Federal Award:** 15%