

**CONTRACT NO. MA-012-26010339**  
**FY 2026-27**  
**FOR THE PROVISION OF**  
**WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA)**  
**TITLE I - CAREER SERVICES - ADULT & DISLOCATED WORKER**

**BETWEEN**  
**COUNTY OF ORANGE**  
**OC COMMUNITY RESOURCES**  
**AND**  
**CAREER TEAM, LLC**



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 COUNTY OF ORANGE / OC COMMUNITY RESOURCES  
 AND  
 CAREER TEAM, LLC**

**FOR  
 WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA)  
 TITLE I - CAREER SERVICES - ADULT & DISLOCATED WORKER**

<b><u>CFDA#</u></b>	<b><u>FAIN#</u></b>	<b><u>PROGRAM/SERVICE TITLE</u></b>	<b><u>FUNDING AGENCY</u></b>
17.258	25A55AT000150	Adult	Department of Labor Employment and Training Administration
17.278	25A55AW000157	Dislocated Worker	Department of Labor Employment and Training Administration

This Contract No. MA-012-26010339 for WIOA Title I - Career Services - Adult & Dislocated Worker (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 (“County”), and Career TEAM, LLC, D-U-N-S No. 95-663-4661, a Connecticut, for-profit corporation, with a place of business at 2 Enterprise Drive, Suite 424, Shelton, Connecticut 06473 (Subrecipient), with County and Subrecipient 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 and Compensation
- Attachment C - Budget Schedule
- Attachment D - Staffing Plan
- Attachment E - Performance Standards
- Attachment F - Federal Award Identification Number
- Attachment G –Information Technology Security Guidelines
- 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 - Homeless Service System Pillars Attestation

### **RECITALS**

WHEREAS, Subrecipient and County are entering into this cost reimbursement Contract for WIOA Title I - Career Services - Adult & Dislocated Worker; and,

WHEREAS, County solicited Contract for WIOA Title I - Career Services - Adult & Dislocated Worker as set forth herein, and Subrecipient represented that it is qualified to provide WIOA Title I - Career Services - Adult & Dislocated Worker to the County as further set forth here; and,

WHEREAS, Subrecipient agrees to provide WIOA Title I - Career Services - Adult & Dislocated Worker to the County as further set forth in the Scope of Services, attached hereto as Attachment A; and,

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

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

WHEREAS, Subrecipient agrees to provide staff set forth in Staffing Plan, attached hereto as Attachment D; and

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

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

WHEREAS, Subrecipient agrees to meet the Information Technology Security Guidelines requirements set forth and attached hereto as Attachment G; and

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for WIOA Title I - Career Services - Adult & Dislocated Worker with the Subrecipient to carry out certain program services and activities for Fiscal Year 2026-2027; and,

NOW, THEREFORE, the Parties mutually agree as follows:

### **DEFINITIONS**

"Administrator" The Executive Director, of Orange County Workforce and Economic Development Division (WEDD), as subdivision within the Orange County Community Services ("OCCS") department, or designee thereof.

"Authorized User(s)" means the County, the Orange County Workforce Development Board, and those employees, temporary employees, students, participants, and employers associated with or enrolled in programs offered under this Contract.

“Career Edge Platform” shall mean Subrecipient’s online software as a service platform, which includes the Subrecipient’s standard learning management system with certain student success and professional development modules and the Career EDGE Professional Development Toolkit.

“Contract Administrator” means the designated Manager, a County's Deputy Procurement 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.

“Project Manager, County” 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.

“County Data” means all information, material, data, or other content, in any form or medium, that the County, Authorized Users, or the County’s agents, employees, participants, end users, or any third party, on behalf of the County’s or an Authorized User’s behalf, submits, posts, or otherwise transmits to Subrecipient pursuant to or related to this Contract, or uploads to the Career Edge Platform.

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

“Documentation” means Subrecipient’s user instructions, handbooks, and guides relating to the Services provided by Subrecipient to County and Authorized Users either electronically or in hard copy form/end user documentation relating to the Services.

“SaaS” means the provision of software as a service by Subrecipient which is hosted by Subrecipient and which is accessed by Authorized Users via the internet, as described in this Contract and its Attachments.

“Career Edge Services” means access to the standard Career Edge Platform, Documentation, together with any premium features and any other services described in “Scope of Services” Attachment and/or “Payment/Compensation” Attachment.

## ARTICLES

## GENERAL TERMS AND CONDITIONS

### **1. 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.

### **2. 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 County's Deputy Procurement Agent or designee.

### **3. 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.

### **4. Taxes:**

N/A

### **5. Delivery:**

Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of services. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Subrecipient's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

### **6. Acceptance Payment:**

Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.

**7. Warranty:**

Subrecipient 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 Subrecipient's part to indemnify, defend and hold County and its indemnitees as identified in the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

**8. Patent/Copyright Materials/Proprietary Infringement:**

Unless otherwise expressly provided in this Contract, Subrecipient shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Subrecipient warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Subrecipient agrees that, in accordance with the more specific requirement contained in the Insurance and Indemnification section, 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.

**9. Assignment:**

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Subrecipient without the express written consent of County. Any attempt by Subrecipient to assign 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.

**10. Non-Discrimination:**

In the performance of this Contract, Subrecipient agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Subrecipient acknowledges that a violation of this provision shall subject Subrecipient to penalties pursuant to Section 1741 of the California Labor Code.

**11. 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, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Subrecipient. Exercise by County of its right to terminate Contract 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 Subrecipient 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 Subrecipient's property, or institution of bankruptcy, reorganization, arrangement of liquidation proceedings by or against Subrecipient;
- vii. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against Subrecipient's assets or income;
- viii. Bankruptcy proceedings of Subrecipient;
- ix. Finding of Subrecipient's debarment or suspension;
- x. Material change in Subrecipient's organizational structure;
- xi. Any breach of the Contract by Subrecipient; and
- xii. Any misrepresentation, or fraud on the part of the Subrecipient.

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 Subrecipient under this Contract but Subrecipient shall not be relieved of liability. Notwithstanding the above, Subrecipient shall not be relieved of liability to County for damages sustained by County by virtue of any breach of this Contract by Subrecipient, and County may withhold any payments to Subrecipient until such time as the exact amount of damages due County from Subrecipient is determined.

3. Return of funds. Subrecipient agrees that upon expiration or notice of termination of this Contract or dissolution of Subrecipient's entity, Subrecipient shall, immediately upon written demand, return to County all funds paid to Subrecipient by County, which are not payable for goods or services delivered prior to the termination or expiration of this Contract or the dissolution of Subrecipient's entity.

4. In the event the Contract is terminated, this Contract expires, the Subrecipient otherwise is no longer providing services under this Contract, or upon the County's request, the County shall continue to be entitled to purchase a license for the use of the Career Edge Services, at the applicable license fee being charged by the Subrecipient at such time and with such stand-alone user support options available at that time, until the later of (1) successful completion of competitive procurement which complies with any applicable federal, state, and local policies; (2) four (4) years after the termination of Subrecipient's services under this Contract; or (3) County's election to no longer avail itself of such license(s).

Nothing in this Termination paragraph shall preclude the County from exercising its termination rights as set forth in (Contingency of Funds) of this Contract or under any other provision in the Contract.

**12. 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.

**13. Independent Contractor:**

Subrecipient shall be considered an independent contractor and neither Subrecipient, its employees, nor anyone working under Subrecipient shall be considered an agent or an employee of County. Neither Subrecipient, its employees nor anyone working under Subrecipient shall qualify for workers' compensation or other fringe benefits of any kind through County.

**14. Performance Warranty:**

Subrecipient shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Subrecipient shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Subrecipient under this Contract. Subrecipient 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, Subrecipient shall be fully responsible for all work performed by subcontractors.

**15. Changes:**

Subrecipient shall make no changes in the work or perform any additional work without County's specific written approval.

**16. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:**

Subrecipient agrees that if there is a change or transfer in ownership of Subrecipient's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Subrecipient's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

Notwithstanding other notice or termination provisions contained herein, County reserves the right to immediately terminate this Contract, as of the date on which the County provides written determination of termination of this Contract under this provision anytime upon or after assignment, in the event that the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services or commodities under this Contract. In the event of an immediate termination under this provision, the Subrecipient shall promptly refund the County an amount equal to the pro rata portion of any charges the County paid in advance for any remaining portion of the Contract after the date of termination. Likewise, the County shall not be liable for payment for any remaining services not yet provided and accepted by the County under this Contract after the date of termination for any payments to be made in arrears pursuant to the terms of the Contract.

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

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

**17. Force Majeure:**

Subrecipient shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Subrecipient gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Subrecipient avails himself of any available remedies.

**18. Confidentiality:**

Subrecipient agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Subrecipient and Subrecipient's staff, agents and employees.

**19. Compliance with Laws:**

Subrecipient represents and warrants that services to be provided under this Contract shall fully comply, at Subrecipient's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations, program requirements, grant terms, and applicable executive orders, including, but not limited to, those issued by County in its governmental capacity, the laws, regulations, and requirements set forth in (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"). Subrecipient acknowledges that County is relying on Subrecipient to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Subrecipient agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Subrecipient shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration

requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

**20. Freight:**

N/A

**21. 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.

**22. 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.

**23. 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 effect the purpose of the parties and this Contract.

**24. Employee Eligibility Verification:**

Subrecipient warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Subrecipient 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. Subrecipient shall retain all such documentation for all covered employees for the period prescribed by the law. Subrecipient shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Subrecipient or County or both 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.

**25. Audits/Inspections:**

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

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

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

Should Subrecipient cease to exist as a legal entity, Subrecipient's records pertaining to this Contract shall be forwarded to County's project manager.

**26. Contingency of Funds:**

Subrecipient 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.

County's obligation to pay Subrecipient, and Subrecipient's rights to be paid and/or retain amounts paid under this Contract, are contingent on the applicable funding source funding the amounts Subrecipient submits for reimbursement under this Contract. If the County, a state or federal agency, or other funding source deems any amount paid under this Contract to be disallowed or ineligible, or if any amount paid to Subrecipient is not funded by the funding source, or if the County is required to repay any amount to the funding source, at any time including following any audit(s), Subrecipient shall repay the County within 30 days' after receiving the County's written demand for repayment.

**27. Expenditure Limit:**

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

**28. California Public Records Act:**

Subrecipient and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Subrecipient shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

**INDEMNIFICATION AND INSURANCE PROVISIONS**

**1. Indemnification**

Subrecipient agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County’s Board of Supervisors acts as the governing Board (“County Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Subrecipient pursuant to this Contract. If judgment is entered against Subrecipient and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Subrecipient and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve Subrecipient of any insurance requirements of obligations created elsewhere in this Contract.

**2. General Insurance Requirements**

Prior to the provision of services under this Contract, the Subrecipient agrees to carry all required insurance at Subrecipient’s expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Subrecipient agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Subrecipient shall ensure that all subcontractors performing work on behalf of Subrecipient pursuant to this Contract shall be covered under Subrecipient’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Subrecipient. Subrecipient shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Subrecipient under this Contract. It is the obligation of Subrecipient to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Subrecipient through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)’s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County’s Risk Manager, or designee. The County reserves the right to require current audited financial reports from Subrecipient. If Subrecipient is self-insured, Subrecipient will indemnify the County for any and all claims resulting or arising from Subrecipient’s services in accordance with the indemnity provision stated in this contract.

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

**Qualified Insurer**

*County of Orange  
OC Community Resources*

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Worker*

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Career TEAM, LLC*

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Subrecipient shall provide the minimum limits and coverage as set forth below.

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

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

Subrecipient shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to 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.

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

If the Subrecipient fails to provide the insurance certificates and endorsements within ten (10) days of notification by CEO/Procurement or the agency/department procurement division, award may be made to the next qualified vendor.

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

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

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

### **3. Commercial General Liability**

#### **Minimum limits and coverage**

\$1,000,000 per occurrence; \$2,000,000 aggregate

#### **Required Coverage Forms**

County of Orange  
OC Community Resources

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WIOA Title I - Career Services - Adult & Dislocated  
Worker

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

**Required Endorsements**

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

- A. An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad naming the County of Orange its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state *As Required by Written Contract*.
- B. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Subrecipient's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.

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

**4. Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles**

**Minimum limits and coverage**

\$1,000,000 combined Single Limit

**Required Coverage Forms**

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

**5. Workers' Compensation**

**Minimum limits and coverage**

Statutory

**Required Endorsements**

The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents, and employees* or provide blanket coverage, which will state *As Required by Written Contract*.

**6. Employers Liability Insurance**

**Minimum limits and coverage**

\$1,000,000 per accident or disease

## 7. Network Security & Privacy Liability

### Minimum limits and coverage

\$1,000,000 per claims-made

### Required Endorsements

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- A. An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents, and employees* as Additional Insureds for its vicarious liability.
- B. A primary and non-contributory endorsement evidencing that the Subrecipient's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

If Subrecipient's Network Security & Privacy Liability is a "Claims-Made" policy, Subrecipient shall agree to the following:

- A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Subrecipient must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

## 8. Professional Liability or Errors and Omissions

### Minimum limits and coverage

\$1,000,000 per claims-made or occurrence; \$1,000,000 aggregate

### Required Endorsements

If Subrecipient's Professional Liability or Errors and Omissions is a "Claims-Made" policy, Subrecipient shall agree to the following:

- A. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.
- B. Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Subrecipient must

purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

**9. Employee Dishonesty (Client Coverage)**

**Minimum limits and coverage**

(Limit commensurate limit with exposure)

**Required Endorsements**

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

**ADDITIONAL TERMS AND CONDITIONS**

**1. Scope of Contract:**

This Contract specifies contractual terms and conditions by which County will procure WIOA Title I - Career Services - Adult & Dislocated Worker Items from Subrecipient as further detailed in the "Scope of Services" Attachment.

**2. Term of Contract:**

The initial term of this Contract shall become effective Wednesday, July 1, 2026 and continue through June 30, 2027 for twelve (12) months, unless otherwise terminated as provided herein.

**3. Renewal:**

This Contract may be renewed by mutual written agreement of both Parties for three (3) additional one (1) year terms. Renewals will be at the County's discretion and the County does not have to give reason if it elects not to renew. Notwithstanding the foregoing, the Subrecipient may elect not to accept a renewal in its sole discretion upon written notice to the County. Renewal periods may be subject to approval by the County of Orange Board of Supervisors. The costs for any renewal periods shall be substantially similar to the initial term of the Contract and continue to be reasonable and necessary for all renewals. In connection with a possible renewal, the County shall have the right to consider Subrecipient's actual expenditures, the units of service, the current cost policy standards, and changes in program requirements, and Subrecipient shall, upon the County's request, promptly provide to the County all documentation related to such items.

**4. Maximum Obligation:**

The total Maximum Obligation of County to the Subrecipient for the cost of services provided in accordance with this Contract is \$4,185,000 with individual Maximum Obligation budgets for each Fiscal Year as further detailed in the Budget Schedule, identified and incorporated herein by the "Budget Schedule" Attachment. Subrecipient agrees to accept the specified compensation as set forth and incorporated herein by the "Payment/Compensation" Attachment, as full remuneration for providing the services under this Contract including, but not limited to, the Career Edge Services.

**5. Adjustments – Scope of Services:**

No adjustments made to the Scope of Services will be authorized without prior written approval of County assigned Deputy Procurement Agent (DPA).

**6. Amendments - Changes/Extra Work:**

The Subrecipient shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County has the discretion with the Subrecipient'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 Subrecipient's ability to deliver services, or the project schedule, the Subrecipient 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 Subrecipient was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County-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 Subrecipient from proceeding with the work as originally set forth or as previously amended in this Contract.

**7. Bills and Liens:**

Subrecipient shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Subrecipient shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Subrecipient shall promptly procure its release and, in accordance with the requirements of Article "Indemnification" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

**8. Breach of Contract:**

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

- A. Terminate Contract immediately, pursuant to the General Terms and Conditions section, "Termination" Article herein;
- B. Afford Subrecipient 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 Contactor for and during the period in which Subrecipient is in breach; and
- D. Offset against any monies billed by Subrecipient but yet unpaid by County those monies disallowed pursuant to the above.

**9. Civil Rights:**

Subrecipient 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 Subrecipient also assures that, as a Subrecipient 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 Subrecipient’s operation of the WIOA Title I-financially assisted program or activity, and to all agreements the Subrecipient makes to carry out the WIOA Title I-financially assisted program or activity. The Subrecipient understands that the United States has the right to seek judicial enforcement of this assurance.

**10. Conflict of Interest – Subrecipient's Personnel:**

Subrecipient shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Subrecipient, Subrecipient’s officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Subrecipient’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 County.

Subrecipient shall notify County, in writing, of any potential or actual conflicts of interest between Subrecipient and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer’s child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Subrecipient. While Subrecipient will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Subrecipient must also provide an update to County upon request by County.

The Subrecipient shall not use moneys provided under this Contract to pay or reimburse any staff person of Subrecipient or any consultant to Subrecipient, if such staff person or consultant is a member of the Board of Directors, or other official governing body, of Subrecipient. Subrecipient shall further be subject to the full texts of all local, State and federal conflict of interest statutes applicable to this Contract. In accordance with WIOA 20 CFR § 683.200 (g)(1)(2) Subrecipient shall ensure that (1) No family is directly supervised by or directly supervises that individual. (2) To the extent that an applicable State or local legal requirement regarding nepotism is more restrictive than this provision, such State or local requirement must be followed.

**11. Conflict of Interest – County Personnel:**

County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Subrecipient shall not, during the period of this Contract, employ any County employee for any purpose.

**12. 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.

**13. Project Manager, County:**

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

The County's Project Manager shall have the right to require the removal and replacement of the Subrecipient's Project Manager and key personnel. The County's Project Manager shall notify the Subrecipient in writing of such action. The Subrecipient shall accomplish the removal within three (3) business days after written notice from the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Subrecipient's Project Manager and key personnel. Said approval shall not be unreasonably withheld. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Subrecipient's Project Manager from providing further services under the Contract.

**14. Subrecipient Bankruptcy/Insolvency:**

If the Subrecipient 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 Subrecipient's insolvency, the County may terminate this Contract.

**15. W-9/W-8 Requirements:****Department of the Treasury, Internal Revenue Service Form W-9 Requirement:**

Effective June 3, 2006, all Subrecipients, entering into a contract with the County, who are not already established in the County Financial System as an Auditor-Controller Vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Subrecipient, at the time of award, if the Form W-9, or W-8, will be required.

- A. In order to comply with this County requirement, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Subrecipient agrees to furnish to the contract administrator, the County DPA, the required W-9 or W-8. *Out of State Vendors may be required to submit a 587/590 Form.*

**16. Subrecipient's Project Manager and Key Personnel:**

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

Subrecipient's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Subrecipient's Project Manager from providing services to County under this Contract. County's Project manager shall notify Subrecipient in writing of such action. Subrecipient shall accomplish the removal within three (3) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Subrecipient's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Subrecipient's Project Manager from providing further services under Contract.

Subrecipient's Project Manager shall (1) not layoff staff unless and until the County has approved Subrecipient's plan for replacing such personnel in a manner that ensures Subrecipient's continued performance of all obligations under the Contract including, but not limited to, staffing obligations, and (2) give the County ten (10) days written notice of intent to lay off staff and/or dissolve classifications listed and approved as set forth and incorporated herein by the "Staffing Plan" Attachment.

**17. Subrecipient Personnel – Reference Checks:**

Subrecipient 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. Subrecipient'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.

**18. Subrecipient's Expense:**

The Subrecipient will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

**19. Subrecipient Personnel – Uniform/Badges/Identification:**

Subrecipient warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract. All Subrecipient's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Subrecipient and must be worn at all times while working on County property. The assigned Deputy Procurement Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

**20. Subrecipient's Records:**

Subrecipient shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Subrecipient in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Procurement Agent.

**21. Conditions Affecting Work:**

Subrecipient shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Subrecipient to do so will not relieve Subrecipient from responsibility for successfully performing the work without additional cost to County. 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 County are expressly stated in Contract.

**22. Data – Title To:**

All materials, documents, data or information obtained from County data files or any County medium furnished to Subrecipient in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Subrecipient after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract. The Subrecipient may only access and use County Data in connection with performance of its duties under this Contract or as specifically directed by the County in writing and may not otherwise use, disclose, modify, merge with other data so that it is no longer separable, commercially exploit, or make any other use of County Data or take, or refrain from taking, any other action that might, in any manner or form, adversely affect or jeopardize the integrity, security, or confidentiality of County Data.

All County Data shall be stored only within the continental United States. Upon termination of the Contract, whether upon expiration, breach or otherwise, the Subrecipient shall retrieve, retain, deliver or destroy the County Data according to the terms of this Contract. Under no circumstances, and regardless of any breach of this Contract, shall the Subrecipient prevent the County from accessing and retrieving County Data. In all cases, Subrecipient shall provide reasonable assistance to the County in accessing and retrieving County Data.

During the term of this Contract, Subrecipient shall make the County Data available to the County within a reasonable time after the County requests such County Data in writing. Unless instructed otherwise by the County's Administrator, Subrecipient shall continue to retain the County Data, or such specific subset(s) or articles of County Data for 30 days following termination or expiration of this Contract ("County Data Retention Period") at no additional cost. The Parties agree that the cost for the retention of such County Data during the County Data Retention Period is included in the fees set forth herein.

Upon termination of the Contract and/or during the Data Retention Period, Subrecipient will, upon County's written request and at no additional cost, provide a backup copy of any and all County Data.

**23. Licenses:**

At its own expense, Subrecipient 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. Subrecipient 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.

**24. Default – Re-Procurement Costs:**

In case of Contract breach by Subrecipient, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Subrecipient will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Subrecipient. The price paid by 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.

**25. Disputes – Contract:**

The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Subrecipient's Project Manager and the County's Project Manager, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

- A. The Subrecipient shall submit to the agency/department assigned Deputy Procurement Agent 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 County, on its own initiative, has already rendered such a final decision.
- B. The Subrecipient's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Subrecipient shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Subrecipient believes County is liable.
- C. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Subrecipient agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Subrecipient's failure to diligently proceed shall be considered a material breach of this Contract.

- D. Subrecipient will provide the County the opportunity to cure an alleged material breach. If Parties are unable to successfully resolve the alleged material breach, the Subrecipient will provide the County 180 days to transition contracted services with the intent to terminate the contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Procurement Agent or his designee. If County fails to render a decision within 90 days after receipt of Subrecipient's demand, it shall be deemed a final decision adverse to Subrecipient's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in Article "Termination" herein.

**26. Drug-Free Workplace:**

Subrecipient hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Subrecipient will:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
- B. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
1. The dangers of drug abuse in the workplace;
  2. The organization's policy of maintaining a drug-free workplace
  3. Any available counseling, rehabilitation and employee assistance programs; and
  4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
1. Will receive a copy of the company's drug-free policy statement; and
  2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
- D. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Subrecipient may be ineligible for award of any future County contracts if County determines that any of the following has occurred:
1. Subrecipient has made false certification, or
  2. Subrecipient violates the certification by failing to carry out the requirements as noted above.

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

**27. EDD Independent Contractor Reporting Requirements:**

Effective January 1, 2001, 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 County pays \$600 or more or with whom 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 website located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

The failure of Subrecipient to timely submit the requested data shall constitute a material breach and grounds for termination of this Contract.

**28. Emergency/Declared Disaster Requirements:**

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Subrecipient shall service 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 Subrecipient shall apply to serving County’s needs regardless of the circumstances. If Subrecipient is unable to supply the goods/services under the terms of Contract, then Subrecipient shall provide proof of such disruption and a copy of the invoice for the goods/services from Subrecipient’s supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Subrecipient shall show both the emergency purchase order number and Contract number.

**29. Error and Omissions:**

All reports, files and other documents prepared and submitted by Subrecipient shall be complete and shall be carefully checked by the professional(s) identified by Subrecipient as Project Manager and key personnel attached hereto, prior to submission to the County. Subrecipient agrees that County review is discretionary, and Subrecipient shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Subrecipient’s reports, files and other written documents, the reports, files or documents will be returned to Subrecipient for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Subrecipient after County approval thereof, County approval of Subrecipient’s reports, files or

documents shall not be used as a defense by Subrecipient in any action between the County and Subrecipient, and the reports, files or documents will be returned to Subrecipient for correction.

**30. Non-Supplantation of Funds:**

Subrecipient shall not supplant any Federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Subrecipient shall not claim reimbursement from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Subrecipient agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for the purposes of obtaining Federal, State, or County funds under any Federal, State, or County program without prior written approval from the County.

**31. 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.

**32. Access and Records:**

- A. Access. County, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to Subrecipient's activities, books, documents and papers (including computer records and emails) and to records of Subrecipient's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Contract. Subrecipient shall insert this condition in each Contract between Subrecipient and a subcontractor that is 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 Subrecipient are kept. Subrecipient 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 Subrecipient does not make the above referenced documents available within the County of Orange, California, Subrecipient agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, in conducting any audit at the location where said records and books of account are maintained.
- B. Records Retention. All accounting records and evidence pertaining to all costs of Subrecipient and all documents related to this Contract shall be kept available at Subrecipient's office or place of business for the duration of this Contract and thereafter 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. Subrecipient shall pay to County the full amount of County's liability to the State or Federal government or any department thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to Subrecipient's failure to perform under this Contract.

**33. 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.

**34. Reports/Meetings:**

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

**35. Equal Employment Opportunity:**

Subrecipient shall comply with all applicable Executive Orders, Employment Development Department guidance, Department of Labor guidance, and applicable state of California regulations as may now exist or be amended in the future, including, but not limited to, Employment and Training Administration's Training and Employment Guidance Letters. Subrecipient 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 handicapped persons, Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Subrecipient agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps 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. Subrecipient 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 handicapped 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 Americans with disabilities, Subrecipient 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.

**36. Gratuities:**

The Subrecipient warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Subrecipient or any agent or representative of the Subrecipient to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Subrecipient agreed to supply shall be borne and paid for by the Subrecipient. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

**37. Headings:**

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

**38. Media Contact/News/Information Release:**

The Subrecipient agrees that it will not contact the media/press, discuss this Contract or the related program with the media/press, or issue any news releases in connection with either the award of this Contract, any subsequent amendment of, or any effort/performance under this Contract. All media/press inquiries as they relate to this Contract shall be directed to the County through the County's Program Manager.

**39. Ownership of Documents:**

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

**40. Precedence:**

Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among 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.

**41. Subcontracting:**

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Subrecipient, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Subrecipient to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Subrecipient is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Subrecipient and subcontractor, and any agreement between Subrecipient and a subcontractor shall incorporate by reference the terms of this Contract. Subrecipient shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County’s consent to Subrecipient’s request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Subrecipient and must meet the approval of the County of Orange pursuant to the terms of this Contract.

**42. Termination – Orderly:**

After receipt of a termination notice from County of Orange, Subrecipient may submit to 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 County upon written request of Subrecipient. Upon termination County agrees to pay Subrecipient for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in 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 Contract.

**43. County Branding and Funding Source Identification 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 and Subrecipient agrees that it shall take no such action. During the term of this Contract, Subrecipient may utilize the Orange County Workforce Solutions logo to create a branded version of the Career Edge Services for participants under this Contract.

B. Subrecipient may develop and publish information related to this Contract where all of the following conditions are satisfied:

1. Subrecipient’s Project Manager must provide its written approval of the content and publication of the information at least 5 days prior to Subrecipient 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; 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 Subrecipient, unless approved in writing by the Subrecipient’s Project Manager; and,

3. If Subrecipient uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Subrecipient 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>.

**44. Usage:**

No guarantee is given by County to Subrecipient regarding usage of this Contract. Usage figures, if provided, are approximations. Subrecipient agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

**45. Usage Reports:**

Subrecipient shall submit usage reports on an annual basis to the assigned Deputy Procurement Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.

**46. Mandatory Kick-Off Meeting:**

Upon award of the contract, the awarded vendor(s) may be required to attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of services, the contract, and the invoice payment process. A quarterly check-in meeting may be required to review any issues with the contract.

**47. Permits and Licenses:**

Subrecipient shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Subrecipients obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

**48. Notices:**

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the Parties' Project Managers' 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 (4) 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.

Subrecipient:	Career TEAM, LLC
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Attn:	Anthony Terlizzi, President
Address:	2 Enterprise Drive – Suite 424 Shelton, Connecticut 06484
Phone:	(347) 306-0180
Email:	Contracts@careerteam.com

County's Project Manager: OC Community Resources	
Attn:	Zitlalic Domond
Address:	1300 S Grand Santa Ana, CA 92701
Phone:	(657) 243-6178
Email:	zitlalic.domond@occr.ocgov.com

cc: OC Community Resources/Procurement Services	
Attn:	Jennifer Martinez, County DPA
Address:	601 N. Ross St., 6th Floor Santa Ana, CA 92701
Phone:	(714) 480-2833
Email:	jennifer.martinez@occr.ocgov.com

**ADDITIONAL TERMS AND CONDITIONS - FEDERAL GRANT FUNDS**

**1. FEDERAL GRANT FUNDS**

**The following shall apply to purchases made through the expenditure of Federal Grant Funds by the County of Orange.**

- A. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— If this Agreement is in excess of \$150,000, Subrecipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- B. Energy Policy and Conservation Act Provision: Subrecipient shall follow mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- C. Certifications: Federal Grant Funds: Subrecipient is informed and understands that this Contract is being partially funded by Federal Grant Funds. Subrecipient agrees to the following in relation to executing this Contract.
  - 1. Audit Records - With respect to all matters covered by this agreement all records shall be made available for audit and inspection by the grant agency and/or their duly authorized representatives for a period of three (3) years from the termination of this Contract.
  - 2. Subrecipient will comply, with all requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3), as applicable.
  - 3. Subrecipient will comply, with all requirements of Sections 103 and 107 of the Subrecipient Work and Safety Standards Act (40 U.S.C 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5), as applicable.”
- D. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.4, the Subrecipient shall agree as follows:
  - 1. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Subrecipient will not discharge, or in any other manner discriminate against, any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.
4. Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Intentionally omitted
6. Subrecipient will furnish all information and reports required by applicable Executive Orders, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized by law or applicable Executive Orders, and such other sanctions may be imposed and remedies invoked as provided by law or applicable Executive Orders, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with

respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

- a. Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.
- E. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) that Subrecipient shall comply with as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Subrecipient is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Subrecipient is required to pay wages not less than once a week. The Subrecipient shall also comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Subrecipient and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
- F. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Subrecipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- G. Rights to Inventions Made Under a Contract or Agreement. If this Agreement involves a Federal award meeting the definition of “funding agreement” under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms

Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- H. Federal Grant recipients, subrecipients, contractors and subcontractors shall comply with 2 C.F.R. §200.323, Procurement of recovered materials.
- I. Contracts for more than the federal Simplified Acquisition Threshold (SAT), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C 1908, must address administrative, contractual, or legal remedies in instances where Subrecipients violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- J. All contracts in excess of the federal Micro-Purchase Threshold (MPT) must address termination for cause and for convenience by the non-federal entity including the manner by which it will be affected and the basis for settlement.
- K. Federal Grant recipients, contractor, subrecipient and subcontractors shall comply with the provision at Federal Acquisition Regulation (FAR) to implement the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA) (Pub. L. No. 115-232 [2018]) Section 889 (b)(1) – Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment.
- L. Subrecipient shall comply with applicable provisions of Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards of the Code of Federal Regulations,  
[https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=2fb42dbbec4797fa42d02832e3f524f8&mc=true&n=pt2.1.200&r=PART&ty=HTML%20-%20ap2.1.200\\_1521.ii](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=&SID=2fb42dbbec4797fa42d02832e3f524f8&mc=true&n=pt2.1.200&r=PART&ty=HTML%20-%20ap2.1.200_1521.ii).

Subrecipient agrees to all terms and conditions issued by the U.S. Department of Labor and the California Employment Development Department in connection with the funding for this Contract including, but not limited to, all applicable grant agreements and modifications thereto that govern the funding for this Contract (collectively, “Funding Terms and Conditions”), which are incorporated herein by reference. Subrecipient shall perform the services under this Contact in a manner that is consistent with the Funding Terms and Conditions.

### **ADDITIONAL TERMS AND CONDITIONS - OCWEDD**

#### **1. Debarment**

Subrecipient shall execute and abide by the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, 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.

**2. Lobbying Certification**

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

**3. Fraud**

Subrecipient 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 Subrecipient or its Subcontractor(s) under this Contract. Subrecipient shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County’s Anti-Fraud Program can be accessed <https://www.ocgov.com/how-do-i/report/fraud-waste-abuse>.

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

**4. 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

**5. Fiscal Accountability**

A. Subrecipient shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. Subrecipient’s system shall provide fiscal control and accounting procedures that will include the following:

- 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. Subrecipient’s Records. Subrecipient’s records shall be sufficient to:

*County of Orange  
OC Community Resources*

*MA-012-26010339  
WIOA Title I - Career Services - Adult & Dislocated  
Worker*

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Career TEAM, LLC*

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.

C. Costs Charged. Cost shall be charged to this Contract only in accordance with the following:

- a. The WIOA;
- b. 20 CFR Part 683;
- c. State implementing legislation; and
- d. Requirements of Other Funding Sources

## 6. **Indirect Costs**

The County of Orange reserves the right to cap administrative cost at 15%.

## 7. **Dissolution of Entity**

Subrecipient shall notify County immediately of any intention to discontinue its existence or bring an action for dissolution.

## 8. **Performance Standards**

Subrecipient shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 116 (Performance Accountability System) and 194 (General Program Requirements) of WIOA and applicable regulations contained in Attachment "Performance Standards" of this Contract. 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

## 9. **Payments**

Subrecipient agrees that any and all funds received under this Contract annually for each respective fiscal year shall be disbursed on or before June 30, and that any and all funds remaining as of June 30 annually, 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 the Termination paragraph of this Contract. No expense of Subrecipient will be reimbursed by County if incurred after June 30 of each fiscal year.

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

A. Monthly Payments: Beginning August 1, 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 15th day following the month being reported. If the 15th falls on a weekend or holiday, the invoice/data report is due the next business day. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract. 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 the Compliance with Law – Contract Paragraph of this Contract.

If Subrecipient 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, Subrecipient 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 "Payment and Compensation" of this Contract for additional information.

## 10. Budget Schedule

Subrecipient agrees that the expenditures of any and all funds under this Contract will be in accordance with the Attachment "Budget Schedule", which by this reference is incorporated herein and made a part hereof as if fully set forth. Subrecipient 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 Compliance with Law – Contract paragraph of this Contract.

## 11. 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 Subrecipient. No such transfer may be made without the express prior written approval of County. Subrecipients 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 the fiscal year 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.

## **12. Annual Audit**

Subrecipient shall arrange for an independent audit to be performed by a Certified Public Accountant, for funds received from County, in accordance with Audit Requirements detailed in the Scope of Services.

## **13. Non-Discrimination and Compliance Provisions**

### **A. State laws.**

i. Subrecipient 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. Subrecipient's signature affixed hereon shall constitute a certification, under penalty of perjury under the laws of the State of California, that Subrecipient 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. Subrecipient shall include the nondiscrimination and compliance provisions of this Non-Discrimination and Compliance Provisions paragraph "A" in all sub-contracts to perform work under this Contract.

B. Title VI of Civil Rights Act. Subrecipient 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. Subrecipient hereby gives assurance that it will immediately take any measures necessary to effectuate this Contract.

C. Title VII of Civil Rights Act. Subrecipient 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. Subrecipient 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 Subrecipient fails to comply with the requirements of any Sub-Paragraphs of this Non-Discrimination and Compliance Provisions paragraph, Administrator may withhold payment to Subrecipient and/or terminate this Contract in accordance with the Termination paragraph.

#### **14. Publication**

No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Subrecipient and/or anyone acting under the supervision of Subrecipient to any person, partnership, company, corporation, or 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 Subrecipient's ability to comply with the CPRA, etc., in compliance with the requirements set forth in Confidentiality paragraph of this Contract.

#### **15. 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. Subrecipient 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 Subrecipient'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 Subrecipient's data entry for its D-U-N-S number, the Subrecipient 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.

**16. Unique Entity Identifier Number (UEI):**

Grantees receiving federal funding are required to provide a Unique Entity Identifier (UEI) number to the County prior to execution of the agreement. A UEI number can be obtained by registering in the System for Award Management (SAM) website at <https://www.SAM.gov>.

**17. Program Income**

County's Maximum Obligation herein shall be reduced by the amount of any program income earned by Subrecipient, from sources other than County, as a result of this Contract or the services provided by Subrecipient pursuant to this Contract.

It shall be the responsibility of Subrecipient to inform the County in writing of any income earned as a result of this Contract.

It is mutually understood that the State or Federal agency responsible for providing the funding for this Contract may designate certain revenue of Subrecipient as Program Income. To be designated as Program Income and therefore, as other than a cost off-set. Subrecipient shall do all of the following:

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

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

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

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

### **18. Modification of Program Components and Service Levels**

The Parties hereto agree that those program components and service levels detailed in various Attachments of this Contract (i.e. Scope of Service, etc.) may be modified upon mutual written agreement of the Administrator and Subrecipient 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 the various Attachments 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 Subrecipient, make changes within the general scope of this Contract, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions. Changes may be made when necessitated by changes in the WIOA Title I Career Services - Adult and Dislocated Worker operations or performance, the operations or performance of Subrecipient, or changes in applicable statutes, regulations or State of California or Federal mandates or directives, or for other reasons. The Subrecipient 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. Subrecipient 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. Subrecipient 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. Subrecipient'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, Subrecipient shall not be obligated to assume increased performance under the anticipated amendment beyond the limitation of funds established within this Contract.

C. Subrecipient 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 Subrecipient that does not satisfy all of the criteria listed above.

## 19. 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. Subrecipient agrees to grant the County, Federal and State governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

### B. Ownership:

i. Except where County has agreed in a signed writing to accept a license, County shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subrecipient or County and which result directly or indirectly from this Contract. Notwithstanding anything to the contrary herein, County acknowledges and agrees that the Career Edge Services preexist this Contract and nothing herein shall give the County any ownership rights to any aspect of the Career Edge Services, other than the County Data.

ii. For the purposes of this Contract, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by County, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other State, country or jurisdiction.

a. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final

products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

iii. In the performance of this Contract, Subrecipient may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Contract, Subrecipient may access and utilize certain of County's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Subrecipient shall not use any of County's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of County. Except as otherwise set forth herein, neither the Subrecipient nor County shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Contract, Subrecipient accesses any third-party Intellectual Property that is licensed to County, Subrecipient agrees to abide by all license and confidentiality restrictions applicable to County in the third-party's license Contract.

iv. Subrecipient agrees to cooperate with County in establishing or maintaining County's exclusive rights in the Intellectual Property, and in assuring County's sole rights against third parties with respect to the intellectual Property. If the Subrecipient enters into any Contracts or subcontracts with other parties in order to perform this Contract, Subrecipient shall require the terms of the Contract(s) to include all Intellectual Property Paragraph provisions of this Contract (A) through (I). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to County all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Subrecipient or County and which result directly or indirectly from this Contract or any subcontract.

v. Pursuant to (B)(iv) of the Intellectual Property Paragraph of this Contract, the requirement for the Subrecipient to include all Intellectual Property Paragraph provisions (A) through (I) of the Intellectual Property Paragraphs 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 680.700-840.

vi. Subrecipient further agrees to assist and cooperate with County in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce County's Intellectual Property rights and interests.

#### C. Retained Rights/License Rights:

i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or County and which result directly or indirectly from this Contract, Subrecipient shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Subrecipient hereby grants to County, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Subrecipient's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is

incorporated in the Intellectual Property resulting from this Contract, unless Subrecipient assigns all rights, title and interest in the Intellectual Property as set forth herein.

ii. Nothing in this provision shall restrict, limit, or otherwise prevent Subrecipient from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Contract, provided that Subrecipient's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County or third party, or result in a breach or default of any provisions of the Intellectual Property Paragraphs (A) through (I) or result in a breach of any provisions of law relating to confidentiality.

**D. Copyright:**

i. Subrecipient agrees that for purposes of copyright law, all works (as defined in Ownership, Intellectual Property Paragraph (B)(ii) of authorship made by or on behalf of Subrecipient in connection with Subrecipient's performance of this Contract shall be deemed "works made for hire." Subrecipient further agrees that the work of each person utilized by Subrecipient in connection with the performance of this Contract will be a "work made for hire," whether that person is an employee of Subrecipient or that person has entered into a contract with Subrecipient to perform the work. Subrecipient shall enter into a written Contract with any such person that (i) all work performed for Subrecipient shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to County to any work product made, conceived, derived from or reduced to practice by Subrecipient or County and which result directly or indirectly from this Contract.

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

**E. Patent Rights:**

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

**F. Third Party Intellectual Property:**

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

required for Subrecipient's performance of this Contract, Subrecipient shall obtain a license under terms acceptable \_\_\_\_\_ to \_\_\_\_\_ County.

G. Warranties:

i. Subrecipient represents and warrants that:

a. Subrecipient has secured and will secure all rights and licenses necessary for its performance of this Contract.

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

c. Neither Subrecipient's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.

d. Subrecipient has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.

e. Subrecipient has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to County in this Contract.

f. Subrecipient has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

g. Subrecipient has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way Subrecipient's performance of this Contract.

ii. COUNTY MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT,

TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

H. Intellectual Property Indemnity:

i. Subrecipient shall indemnify, defend and hold harmless County and its licensees and assignees, elected and appointed officials, 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 Subrecipient is a party to any pending or threatened litigation, which arise out of or are related to:

a. The incorrectness or breach of any of the representations, warranties, covenants or agreements of Subrecipient pertaining to Intellectual Property; or,

b. Any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of County's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subrecipient or County and which result directly or indirectly from this Contract. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Contract. County reserves the right to participate in and/or control, at Subrecipient's expense, any such infringement action brought against County.

ii. Should any Intellectual Property licensed by the Subrecipient to County under this Contract become the subject of an Intellectual Property infringement claim Subrecipient will exercise its authority reasonably and in good faith to preserve County's right to use the licensed Intellectual Property in accordance with this Contract at no expense to County. County shall have the right to monitor and appear through its own counsel (at Subrecipient's expense) in any such claim or action. In the defense or settlement of the claim, Subrecipient may obtain the right for County to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, County may be entitled to a refund of all monies paid under this Contract, without restriction or limitation of any other rights and remedies available at law or in equity.

iii. Subrecipient agrees that damages alone would be inadequate to compensate County for breach of any term of these Intellectual Property Paragraph provisions (A) through (I) by Subrecipient. Subrecipient acknowledges County would suffer irreparable harm in the event of such breach and agrees County shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

I. Survival:

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

**20. Complaint Resolution Process and Grievance Procedures for Participants**

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

Subrecipient 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).

**21. Sectarian Activities**

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

**22. Standards of Conduct**

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

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

B. Employment of Former State or County Employees. Subrecipient will ensure that any of its employees who were formerly employed by the State of California or County, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Contract, will not be assigned to any part or phase of the activities conducted pursuant to this Contract for a period of not less than two years following the termination of such employment.

C. Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive

or employee of Subrecipient will receive favorable treatment when considered for enrollment in programs provided by, or employment with Subrecipient.

D. Conducting Business Involving Close Personal Friends and Associates. Executives and employees of Subrecipient will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Contract, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for Subrecipient to conduct business with a friend or associate of an executive or employee of Subrecipient or an elected official in the area or a staff person or consultant who is a member or officer of the Board of Directors or other official governing body of Subrecipient, a permanent record of the transaction will be retained.

E. Avoidance of Conflict of Economic Interest. No executive or employee of Subrecipient, elected official in the area, or any staff person or consultant who is a member or officer of the Board of Directors or other official governing body of Subrecipient will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by Subrecipient or County.

### **23. Literature/Publicity**

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

### **24. Participants**

A. Eligibility- Only participants who have been determined to meet all federal eligibility requirements to receive WIOA Title I Career Services and training hereunder shall be enrolled by Subrecipient in any occupational training. Determinations that participants meet federal eligibility requirements shall be made by the Orange County Workforce Solutions Center funded by County, and, when applicable, by WIOA Title I Career Services - Adult and Dislocated Worker.

B. Benefits- Benefits shall be provided to participants in accordance with the standards and requirements set forth in the Act, including Section 181.

C. Rights and Privileges- All participants enrolled in courses pursuant to the Contract shall be entitled to all the rights and privileges to which other Subrecipient students are entitled, including, but not limited to, special instruction, use of facilities on Subrecipient's premises such as the libraries and learning centers,

counseling, student body activities, and veterans' benefits. Subrecipient's representatives will provide academic counseling for participants and inform them of Subrecipient's services available to them.

D. Labor standards- Subrecipient shall adhere to the Labor standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

## **25. Pell Grants/HEA Title IV**

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

## **26. Policies and Procedures**

Subrecipient shall monitor its program for compliance with the provisions of this Contract. Subrecipient shall also comply with all applicable parts of County's WIOA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from County's Project Manager. Subrecipient and Subrecipient's subcontractors, personnel, and all other agents and representatives of Subrecipient, will at all times comply with and abide by all policies and procedures of County as they now exist or may hereafter be created, changed, modified or amended, that are provided or available to Subrecipient that reasonably pertain to Subrecipient in connection with Subrecipient's performance under this Contract. Such policies include, but are not limited to Attachment "Information Technology Security Guidelines". Subrecipient shall cooperate with County in ensuring Subrecipient's compliance with County policies and procedures described in this Contract and as adopted by County from time-to-time, and any material violations or disregard of such policies or procedures shall, in addition to all other available rights and remedies of County, be cause for termination of this Contract.

## **27. Sweat-free Code of Conduct**

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

The Subrecipient agrees to cooperate fully in providing reasonable access to the Subrecipient's records,

documents, agents or employees, or premises if reasonably required by authorized officials of the State or County, the Department of Industrial Relations, or the Department of Justice to determine the Subrecipient's compliance with the requirements under this paragraph.

**28. S.W.A.G**

The Subrecipient 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."

**29. Corporate Status**

All corporate Subrecipients shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue service. The corporate Subrecipient 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 Subrecipient immediately in writing to County's Project Manager. If Subrecipient 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.

Subrecipient, 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 Subrecipient within the immediately preceding two-year period because of Subrecipient's failure to comply with an order of a federal court which orders the Subrecipient to comply with an order of the National Labor Relations Board.

**30. Equipment**

All computer-related and electronic equipment purchased with funds provided under this Contract or which are furnished to Subrecipient by County shall be considered "Equipment." This includes, but is not limited to laptops, desktop computers, iPads, cell phones, PDAs, cameras, and DVD players. Title to all items of Equipment purchased vests and will remain in County, 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, Subrecipient shall immediately return any items of Equipment to County or its representatives or dispose of them in accordance with the directions of County's Project Manager.

Subrecipient further agrees to the following:

- A. To maintain all items of Equipment in good working order and condition, except for normal wear and tear.
- B. To label all items of Equipment, do periodic inventories as required by County's Project Manager and

to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by County's Project Manager. All such lists shall be submitted to County's Project Manager within ten (10) days of the request, therefore Inventory lists must be maintained for four (4) years after final disposition of property.

C. To report in writing to County's Project Manager immediately after discovery, the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted, and a copy of the police report submitted to County's Project Manager.

D. To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this Contract, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the Parties' interests as they appear.

E. The purchase of any Equipment by Subrecipient shall be requested by Subrecipient in writing, shall require the prior written approval of the Administrator and shall fulfill the provisions of this Contract which are appropriate and directly related to Subrecipient's service or activity under the terms of this Contract. County may refuse reimbursement for any costs resulting from Equipment purchased, which are incurred by Subrecipient, if prior written approval has not been obtained from County's Project Manager.

### 31. **Compliance with Law - Contract:**

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

A. WIOA and all applicable Federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 CFR 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 <https://www.gpo.gov/fdsys/pkg/USCODE-2013-title42/html/USCODE-2013-title42-chap85-subchapIII-sec7606.htm>, Section 508 of the Clean Water Act and Environmental Protection Agency regulations <https://www.epa.gov/enforcement/clean-water-act-cwa-and-federal-facilities>

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; <https://www.ecfr.gov/current/title-10/part-420>

iii. Davis-Bacon Act <https://www.law.cornell.edu/cfr/text/29/part-5> "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"

iv. Copeland "Anti-Kickback" Act <https://www.dol.gov/agencies/whd/government-contracts/copeland-anti-kickback>

- v. Byrd Anti-Lobbying Amendment <https://www.law.cornell.edu/cfr/text/29/part-93>
- vi. Compliance with Section 6002 of the Solid Waste Disposal Act <https://www.ecfr.gov/current/title-45/section-75.331>
- vii. Applicable Executive Orders
- viii. Compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act <http://law.justia.com/codes/us/1997/title40/chap5/subchapii/sec328>

- B. All applicable State statues, regulations, policies, procedures and directives;
- C. All applicable County policies, procedures and directives;
- D. All applicable local ordinances and requirements, including use permits and licensing;
- E. Court orders applicable to Subrecipient’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 Compliance with Law- Contract Paragraph shall limit Subrecipients obligations or County’s rights or Subrecipient’s obligations under Compliance with Laws Paragraph or under any other provision in the Contract.

**32. Other Requirements – Program Confidentiality**

A. Without prejudice to or limitation of any other Section/Paragraph of this Contract, Subrecipient shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of Federal and State law. However, Subrecipient shall submit to County, the State of California and/or the United States government or their representatives, all records requested for administrative purposes, including audits, examinations, monitoring and verification of reports submitted by Subrecipient, costs incurred and services rendered hereunder.

B. Subrecipient shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to Subrecipient under this Contract to sign an agreement with Subrecipient before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to Subrecipient by County, except as may be required to provide services under this Contract or to those specified in this Contract as having the capacity to audit Subrecipient, and as to the latter, only during such audit. Subrecipient shall provide reports and any other information required by County in the administration of this Contract, and as otherwise permitted by law.

C. The State of California Information Practices Act of 1977 sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties. The disclosure of information from student records is governed by the Federal Family Educational Rights and Privacy Act (FERPA) and in part by the State of California Education Code and Subrecipient Policies Applying to the Disclosure of Information and Student Records. It is the purpose of these policies to provide reasonable interpretations of those laws and to protect the student’s right to

privacy. The Federal Family Educational Rights and Privacy Act (FERPA) is a U.S. federal law that protects the privacy of student records. Generally, this law states schools must have written permission from the student in order to release any information from a student's education record.

The Subrecipient shall be guided by the following principles: (1) the release of any personally identifiable student information to any third parties shall be managed in ways that are in compliance with FERPA and (2) the information in the student's file should be disclosed to the student upon request. Therefore, Subrecipient shall procure the written consent from students enrolled through the County allowing Subrecipient to disclose to the participants' employer, County of Orange, State of California, or U.S. Department of Labor student information such as grades, academic disputes and other matters related to a student's status as a student. Such consent shall be obtained materially in the form, titled Family Educational Rights and Privacy Act (FERPA) Authorization to Release Information to a Designated Third Party.

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

### **33. Contingent Fees**

The Subrecipient 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 Subrecipient or bona fide established commercial or selling agencies maintained by the Subrecipient 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 Subrecipient.

### **34. Transitional Requirements**

One-hundred and eighty (180) days prior to the expiration/cancellation of the term of the Contract, Subrecipient shall provide the County with a plan for transitioning services provided under this Contract to the County, or third party(ies) designated by the County, upon the termination or expiration of the Contract for any reason ("Termination Transition Plan"). Subrecipient's Termination Transition Plan shall include all details necessary to guide Subrecipient, County, and other third-party vendors through the process of migrating all functions and services previously performed by Subrecipient to the County or its new designee(s) and shall include at least the following elements:

- a. Meets County timeline requirements;
- b. Details specific transition activities to be accomplished;
- c. Assigns responsibility for owning the execution of each transition activity;
- d. Assigns responsibility for all supporting roles for each transition activity;
- e. Includes timelines detailing expected durations for each transition activity;

- f. Is documented and available to all entities associated with providing services under the Contract;
- g. Ensures appropriate subject matter experts are assigned to plan development; and
- h. Identifies termination risks associated with transitioning the services.

The County shall have the right to approve and request modifications to the Termination Transition Plan, and Subrecipient shall make all such modifications in a timely manner.

The Parties acknowledge and agree that County's operations are dependent on the services provided under this Contract and County's inability to receive such services may result in irreparable damages to County.

The provisions of this clause shall survive the expiration or termination of this Contract.

### **35. Set-Off**

In addition to, and cumulative of, all other remedies at law, in equity or provided under this Contract, County may set off against any and all amounts otherwise payable to Subrecipient pursuant to any of the provisions of this Contract: (A) any and all amounts claimed by County in good faith to be owed by Subrecipient to County pursuant to any of the provisions of this Contract; (B) any and all amounts claimed by County in good faith to be owed by Subrecipient pursuant to any other written agreement between the Parties; and (C) any costs previously invoiced by Subrecipient that (i) have been determined by the County, or applicable California or federal authority, to be disallowed or ineligible under WIOA and/or all applicable laws, regulations, and requirements set forth in the Compliance with Law – Contract Paragraph of this Contract, and (ii) have not been reimbursed to the County after sixty-days' notice that such cost is disallowed or ineligible under WIOA. Within forty-five (45) calendar days after any such set-off by County, County shall provide Subrecipient with a written accounting of such set-off and a written statement of the reasons therefore.

### **36. No Termination or Suspension of Services (Continued Performance)**

Notwithstanding anything to the contrary contained herein, and even if any dispute arises between the Parties or Subrecipient alleges the County's breach of contract, and regardless of whether the Parties require at any time the use of any dispute resolution procedures in the Disputes – Contract Paragraph or otherwise established by the Parties in writing, or the exercise of the Set-Off Paragraph, in no event nor for any reason shall Subrecipient, during the term of the Contract, suspend or otherwise interrupt the provision of services to the County or under this Contract, interrupt any obligations of or related to a Termination Transition Plan, disable any assets used to provide services, or perform any other action that prevents, impedes, or reduces in any way the provision of services or the County's ability to conduct its activities, unless: (A) authority to do so is granted by the County's Contract Administrator (or his or her designee) in writing or conferred by a court of competent jurisdiction; or, (B) the term of this Contract has expired, or been terminated pursuant to the Termination Paragraph hereof and Subrecipient has performed all services required to complete the Termination Transition Plan to the satisfaction of the County, and the Contract Administrator has provided written notice thereof.

**37. Security Policies**

All performance under this Contract shall be in accordance with County's security requirements, policies, and procedures as set forth in this paragraph and in Attachment "Information Technology Security Guidelines", as it now exists or may hereafter be created, amended, modified, supplemented, or replaced by County from time to time, in its sole discretion, by providing Subrecipient with a written copy of such revised requirements, policies, or procedures (collectively, the "Security Policies"). Subrecipient shall at all times use industry best practices and methods with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County Resources (County systems) and County Data accessed in the performance of Services in this Contract.

**38. Software License and Provision of Access:**

Unless otherwise specified in the "Scope of Services" Attachment, the Subrecipient hereby grants to the County and the County accepts from the Subrecipient, subject to the terms and conditions of this Contract, non-exclusive, non-transferable license for the County and Authorized Users to use, during the term of this Contract, the Career Edge Services listed in this Contract and identified in "Scope of Services" Attachment and/or "Payment and Compensation" Attachment including, but not limited to, the Career Edge Platform, in accordance with the terms and conditions herein. The term "Career Edge Services" is defined at page 4 of this Contract under the Definitions section of the Contract and the term "Authorized Users" shall have the meaning given to such term attached hereto in the "Scope of Services" Attachment.

**39. Documentation License**

Subrecipient hereby grants to County a non-exclusive, non-sublicensable, non-transferable license for the County and Authorized Users to use the Documentation during the term of the Contract solely in connection with County's use of the Career Edge Services.

**40. Updates**

From time to time, Subrecipient may provide upgrades, patches, enhancements, or fixes for the Career Edge Services without additional charge ("Updates"), and such Updates will become part of the Career Edge Services and subject to this Contract; provided that Subrecipient shall have no obligation under this Contract or otherwise to provide any such Updates.

**41. Preparation for Successor to this Contract**

At any time or times during the term of the Contract, at the written request of the County, the Subrecipient shall provide the County with all reasonable information and access to County-Data (including County-Data in the and Career Edge Services), in the Subrecipient's possession (excluding Subrecipient's proprietary software code), that the County requests for any proposal to solicit responses, or responding to proposals, for the purpose of entering into an agreement that would constitute the successor to this Contract. Such requested information may include (to the extent the Subrecipient has such information and in the formats

maintained by the Subrecipient), among other things, current and projected transactional or other relevant volumes, resource utilization and performance statistics and trends, forms utilization, participant information, CalJOBS data, County Data, and such other information, statistics, and materials related to the provision of the services under this Contract, as the County shall reasonably deem necessary or appropriate.

## **ADDITIONAL TERMS AND CONDITIONS - INFORMATION TECHNOLOGY SECURITY PROVISIONS**

The County will provide, manage, secure, and monitor the hardware, networks, and County-issued email accounts (together (“County IT Infrastructure”) used by Subrecipient’s personnel who are assigned to and co-located in OC Workforce Solutions Centers. Notwithstanding anything to the contrary herein, Subrecipient shall not have any obligations to manage, secure, and monitor the County IT Infrastructure. Subrecipient and its employees shall be required to comply with all applicable County policies while using County IT Infrastructure.

### **1. Subrecipient's Policies, Procedures, and Technical, Physical, and Administrative Safeguards:**

All Subrecipients with access to County data and/or systems shall establish and maintain policies, procedures, and technical, physical, and administrative safeguards designed to:

- A. Ensure the confidentiality, integrity, and availability of all County data and any other confidential information that the Subrecipient receives, stores, maintains, processes, transmits, or otherwise accesses in connection with the provision of the contracted services,
- B. Protect against any threats or hazards to the security or integrity of County data, systems, or other confidential information,
- C. Protect against unauthorized access, use, or disclosure of personal or County confidential information,
- D. Maintain reasonable procedures to prevent, detect, respond, and provide notification to the County regarding any internal or external security breaches,
- E. Ensure the return or appropriate disposal of personal information or other confidential information upon contract conclusion (or per retention standards set forth in the contract), and
- F. Ensure that any subcontractor(s)/agent(s) that receives, stores, maintains, processes, transmits, or otherwise accesses County data and/or system(s) is in compliance with statements and the provisions of statements and services herein.

### **2. County of Orange Information Technology Security Provisions Document:**

This County of Orange Information Technology Security Provisions document provides a high-level guide for subrecipients to understand the resiliency and cybersecurity expectations of the County. The County of

Orange Security Guidelines follow the latest National Institute of Standards and Technology (NIST) 800-53 framework to ensure the highest levels of operational resiliency and cybersecurity.

Subrecipient, Subrecipient personnel, Subrecipient's subcontractors, any person performing work on behalf of Subrecipient, and all other agents and representatives of Subrecipient will, at all times, comply with and abide by all County of Orange Information Technology Security Provisions ("Security Provisions") that pertain to Subrecipient(s) in connection with the Services performed by Subrecipient(s) as set forth in the scope of work of this Contract. Any violations of the Security Provisions shall, in addition to all other available rights and remedies available to County, be cause for immediate termination of this Contract. Such Security Provisions include, but are not limited to, County of Orange Information Technology Security Guidelines, as applicable, and Business Associate Agreement.

Subrecipient shall use industry best practices and methods with regard to confidentiality, integrity, availability, and the prevention, detection, response, and elimination of threat, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County data and/or system(s) accessed in the performance of Services under this Contract.

### **3. Subrecipient's Information Security Program:**

The Subrecipient shall implement and maintain a written information security program for Subrecipient-owned or controlled IT systems, hardware, software and infrastructure that contains reasonable and appropriate security measures designed to safeguard the confidentiality, integrity, availability, and resiliency of County data used or affected under this Contract and/or County system(s) used or affected by Subrecipient's staff. The Subrecipient shall review and update its information security program in accordance with contractual, legal, and regulatory requirements. Subrecipient shall provide to County a copy of the organization's information security program and/or policies.

### **4. Information Access:**

- A. Subrecipient shall use appropriate safeguards and security measures to ensure the confidentiality and security of all County data. County may require all Subrecipient personnel, subcontractors, and affiliates approved by County to perform work under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. County shall authorize, and Subrecipient shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Subrecipient permit any such mechanisms to be shared or used by other than the individual Subrecipient personnel, subcontractor, or affiliate to whom issued. Subrecipient shall provide each Subrecipient personnel, subcontractors, or affiliates with only such level of access as is required for such individual to perform his or her assigned tasks and functions.
- B. Throughout the Contract term, upon request from County but at least once each calendar year, Subrecipient shall provide County with an accurate, up-to-date list of those Subrecipient personnel and/or subcontractor personnel having access to County systems and/or County data, and the respective security level or clearance assigned to each such Subrecipient personnel and/or subcontractor personnel. County reserves the right to require the removal and replacement of Subrecipient personnel and/or subcontractor personnel at the County's sole discretion. Removal and replacement shall be performed within 14 calendar days of notification by the County.

- C. All County resources (including County systems), County data, County hardware, and County software used or accessed by Subrecipient: (a) shall be used and accessed by such Subrecipient and/or subcontractors personnel solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Subrecipient's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Subrecipient or Subrecipient's personnel and subcontractors, at any time.
- D. Subrecipient acknowledges and agrees that any failure to comply with the provisions of this paragraph shall constitute a breach of this Contract and entitle County to deny or restrict the rights of such non-complying Subrecipient personnel and/or subcontractor personnel to access and use the County data and/or system(s), as County in its sole discretion shall deem appropriate.

**5. Data Security Requirements:**

- A. Without limiting Subrecipient's obligation of confidentiality as further described in this Contract, Subrecipient must establish, maintain, and enforce a data privacy program and an information and cyber security program, including safety, physical, and technical security and resiliency policies and procedures, that comply with the requirements set forth in this Contract and, to the extent such programs are consistent with and not less protective than the requirements set forth in this Contract and are at least equal to applicable best industry practices and standards and aligned with NIST 800-53.
- B. Subrecipient also shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of such information that ensure a level of security appropriate to the risks presented by the processing of County Data, Subrecipient personnel and/or subcontractor personnel and affiliates approved by County to perform work under this Contract may use or disclose County personal and confidential information only as permitted in this Contract. Any other use or disclosure requires express approval in writing by the County of Orange. No Subrecipient personnel and/or subcontractor personnel or affiliate shall duplicate, disseminate, market, sell, or disclose County personal and confidential information except as allowed in this Contract. Subrecipient personnel and/or subcontractor personnel or affiliate who access, disclose, market, sell, or use County personal and confidential information in a manner or for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.
- C. To the extent any such data or information are under Subrecipient's control or responsibility or used in connection with the provision of services under this Contract, Subrecipient shall take all reasonable measures to secure and defend all locations, equipment, systems, and other materials and facilities employed in connection with the Services against hackers and others who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use Subrecipient systems or the information found therein; and prevent County data from being commingled with or contaminated by the data of other customers or their users of the Services and unauthorized access

to any of County data. The County shall be primarily responsible for the County IT Infrastructure that it owns but Subrecipient shall be responsible for its use and access to County IT Infrastructure.

- D. Subrecipient shall also continuously monitor its systems for potential areas where security could be breached. In no case shall the safeguards of Subrecipient's data privacy and information and cyber security program that is applicable to County data be less stringent than the safeguards used by County. Without limiting any other audit rights of County, County shall have the right to review Subrecipient's data privacy and information and cyber security program prior to commencement of Services and from time to time during the term of this Contract.
- E. All County data belongs to the County and shall be destroyed or returned at the end of the contract via digital wiping, degaussing, or physical shredding as directed by County.

**6. Enhanced Security Measures:**

County may, in its discretion, designate certain areas, facilities, or solution systems as ones that require a higher level of security and access control. County shall notify Subrecipient in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth, in reasonable detail, the enhanced security or access-control procedures, measures, or requirements that Subrecipient shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Subrecipient shall and shall cause Subrecipient personnel and subcontractors to fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

**7. General Security Standards:**

Subrecipient will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems, email systems, auditing, and monitoring systems) and networks used by or for Subrecipient ("Subrecipient Systems") to access County resources (including County systems), County data or otherwise in connection with the Career Edge Services and shall prevent unauthorized access to County resources (including County systems) or County data through the Subrecipient Systems.

- A. **Subrecipient System(s) and Security:** At all times during the contract term, Subrecipient shall maintain a level of security with regard to the Subrecipient Systems, that in all events is at least as secure as the levels of security that are common and prevalent in the industry and in accordance with industry best practices and aligned with NIST 800-53. Subrecipient shall maintain all appropriate administrative, physical, technical, and procedural safeguards to secure County data from data breach, protect County data and the Career Edge Services from loss, corruption, unauthorized disclosure, and from hacks, and the introduction of viruses, disabling devices, malware, and other forms of malicious and inadvertent acts that can disrupt County's access and use of County data and the Services.
- B. **Subrecipient and the use of Email:** Subrecipient, including Subrecipient's employees and subcontractors, that are provided a County email address must only use the County email system for correspondence of County business. Subrecipient, including Subrecipient's employees and

subcontractors, must not access or use personal, non-County Internet (external) email systems from County networks and/or County computing devices. If at any time Subrecipient's performance under this Contract requires such access or use, Subrecipient must submit a written request to County with justification for access or use of personal, non-County Internet (external) email systems from County networks and/or computing devices and obtain County's express prior written approval.

Subrecipients who are not provided with a County email address, but need to transmit County data will be required to maintain and transmit County data and Career Edge Services in accordance with this Agreement.

## **8. Security Failures:**

Any failure by the Subrecipient to meet the requirements of this Contract with respect to the security of County data, including any related backup, disaster recovery, or other policies, practices or procedures, and any breach or violation by Subrecipient or its subcontractors or affiliates, or their employees or agents, of any of the foregoing, shall be deemed a material breach of this Contract and may result in termination and reimbursement to County of any fees prepaid by County prorated to the date of such termination. The remedy provided in this paragraph shall not be exclusive and is in addition to any other rights and remedies provided by law or under the Contract.

## **9. Security Breach Notification:**

- A. In the event Subrecipient becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, availability, confidentiality, and/or integrity of County data or the physical, technical, administrative, or organizational safeguards required under this Contract that relate to the security, availability, confidentiality, and/or integrity of County data, Subrecipient shall, at its own expense,
1. Immediately (or within 24 hours of potential or suspected breach), notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence;
  2. Perform a root cause analysis of the actual, potential, or suspected breach;
  3. Provide a remediation plan that is acceptable to County within 30 days of verified breach, to address the occurrence of the breach and prevent any further incidents;
  4. Conduct a forensic investigation to determine what systems, data, and information have been affected by such event; and
  5. Cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, forensics, investigative evidence, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and

- 6. Perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County).
- B. County shall make the final decision on notifying County officials, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County’s privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Subrecipient shall reimburse County for all notification and related costs incurred by County arising out of or in connection with any such occurrence due to Subrecipient’s acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.
- C. In the case of a breach, Subrecipient shall provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals.
- D. Subrecipient shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from and against any and all claims, including reasonable attorney’s fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence.

Notification shall be sent to:

Andrew Alipanah, MBA, CISSP  
 Chief Information Security Officer  
 721 S. Parker St.  
 Suite 200  
 Orange, CA 92868  
 Phone: (714) 567-7611  
[Andrew.Alipanah@ocit.ocgov.com](mailto:Andrew.Alipanah@ocit.ocgov.com)

Linda Le, CHPC, CHC, CHP  
 County Privacy Officer  
 721 S. Parker St.  
 Suite 200  
 Orange, CA 92868  
 Phone: (714) 834-4082  
[Linda.Le@ocit.ocgov.com](mailto:Linda.Le@ocit.ocgov.com)

**10. Security Audits:**

- A. Subrecipient shall maintain complete and accurate records relating to its system and Organization Controls (SOC) Type II audits or equivalent’s data protection practices, internal and external audits, and the security of any of County-hosted content, including any confidentiality, integrity, and availability operations (data hosting, backup, disaster recovery, external dependencies

management, vulnerability testing, penetration testing, patching, or other related policies, practices, standards, or procedures).

- B. Subrecipient shall inform County of any internal/external security audit or assessment performed on Subrecipient's operations, information and cyber security program, disaster recovery plan, and prevention, detection, or response protocols that are related to hosted County content, within sixty (60) calendar days of such audit or assessment. Subrecipient will provide a copy of the audit report to County within thirty (30) days after Subrecipient's receipt of request for such report(s).
- C. Subrecipient shall reasonably cooperate with all County security reviews and testing, including but not limited to penetration testing of any cloud-based solution provided by Subrecipient to County under this Contract. Subrecipient shall implement any required safeguards as identified by County or by any audit of Subrecipient's data privacy and information/cyber security program.
- D. In addition, County has the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type II report requiring remediation as it pertains to the confidentiality, integrity, and availability of County data. County reserves the right, at its sole discretion, to immediately terminate this Contract or a part thereof without limitation and without liability to County if County reasonably determines Subrecipient fails or has failed to meet its obligations under this section

**11. Business Continuity and Disaster Recovery (BCDR):**

- A. For the purposes of this section, "Recovery Point Objectives" means the maximum age of files (data and system configurations) that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure (establishing the data backup schedule and strategy). "Recovery Time Objectives" means the maximum duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a loss of functionality.

**SIGNATURE PAGE**

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

**CAREER TEAM, LLC**

If the Subrecipient is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

<small>DocuSigned by:</small> <i>Anthony Terlizzi</i> <small>2A50E2AC0F08424...</small> Signature	Anthony Terlizzi	President	4/16/2026
Signature	Name	Title	Date
Signature	Name	Title	Date

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

**COUNTY AUTHORIZED SIGNATURE:**

		Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:

**Office of the County Counsel**

<small>Signed by:</small> <i>John Cleveland</i> <small>74D00D32EE65457...</small> Signature	John Cleveland	Deputy	4/17/2026
Signature	Name	Title	Date



**SCOPE OF SERVICES  
WIOA TITLE I CAREER SERVICES  
ADULT & DISLOCATED WORKER PROGRAMS**

The General Program Requirements have been designed to provide the framework wherein the Subrecipient will provide services to participants. **The Workforce Investment Act (WIA)** was reauthorized on July 22, 2014 as the Workforce Innovation and Opportunity Act (WIOA). WIOA Final Rule, Training and Employment Notices (TENs), Training and Employment Guidance Letters (TEGLs), Employment Development Department (EDD) Directives, and other issued guidance by Federal of State entities, provide guidance for WIOA both statewide and for local workforce investment systems. Subrecipient will provide Title I Career Services to Adults and Dislocated Workers for the Orange County One-Stop System, as identified within this “Scope of Services” Attachment.

**I. COORDINATION**

**A. General Overview**

1. The Workforce Innovation and Opportunity Act (WIOA) (Pub. L. 113-128) establishes legislation that reforms and modernizes the public workforce system. WIOA reaffirms the role of the public workforce system, and brings together and enhances several key employment, education, and training programs. It ensures that the workforce system operates as a comprehensive, integrated, and streamlined system to provide pathways to prosperity for those it serves and continuously improves the quality and performance of its services.
2. In partnership with the Orange County Board of Supervisors and the Orange County Workforce Development Board (OCWDB), the County of Orange Workforce and Economic Development Division (WEDD) oversees Orange County’s workforce development activities and establishes programs in response to the workforce needs of Orange County, including labor market information, employment and training services, and business assistance. Central to the County of Orange’s ability to provide services is the Orange County Workforce Solution Centers, a proud partner of the American Job Centers of California (AJCC) network and young adult employment and training programs located throughout the County. The County of Orange designs and implements programs and services for businesses, adult job seekers, dislocated workers, and young adults, working in close collaboration with education, business, labor, economic development, and other organizations with a stake in preparing the County’s workers to contribute to our growing economy.
3. The OC Workforce Solutions Centers and affiliate locations will continue to serve as the service delivery system for programs funded under the WIOA and its partner programs. The Orange County One-Stop System is a collaboration of organizations and agencies that are responsible for the administration of workforce development, educational, social services, and other human services programs and funding streams that provide assistance to participants receiving services through the Orange County Workforce Solutions Centers.
4. **Subrecipient shall serve as the Career Services Provider of the OC Workforce Solutions Centers for the Orange County Development Area as outlined within this “Scope of Services” Attachment.** Subrecipient shall provide a menu of programs and services as required by the WIOA.
5. To comply with the requirements of this Agreement, Subrecipient shall deliver workforce development services to the Orange County OC Workforce Solutions Centers (North & South) and any affiliate locations identified during the term of this agreement. The services shall be provided to eligible adults, dislocated workers, and other designated special populations. The Subrecipient shall provide individualized assessments, case management, job development, job placement, and follow-up services

to ensure the long-term success of its participants. The Subrecipient must provide outreach services and recruit for the entire region.

6. The workforce system integrates a human and customer center design and approach. The Subrecipient shall be able to offer services that are usable and useful by focusing on the participants, their needs, and requirements, and by applying human factors/ergonomics, usability knowledge and techniques. This approach will enhance effectiveness and efficiency, improve human well-being, user satisfaction, accessibility, and sustainability.
7. The Subrecipient will be expected to deliver WIOA services within the context of the One-Stop system and specifically in the local OC Workforce Solutions Centers, which includes consistent use of name, logo, marketing materials, etc. The OC Workforce Solutions Centers serve as a hub for workforce efforts within their community, offering services to adult, dislocated workers, and employers. Each individual OC Workforce Solutions Center may operate in a variety of ways, each having a unique set of partner agency staffing, lease, utility arrangements, and ongoing improvement activities but with the same quality of services provided in all centers.
8. The Subrecipient's staff will work within an integrated team to coordinate and deliver all aspects of workforce services including, but not limited to, greeting customers, intensive career services, a variety of training options, and other center services. All staff should be fully cross trained to fulfill any "career services" role within a center dependent on need and traffic flow.
9. Services that must be made available to OC Workforce Solutions Center participants are outlined in Section III. Supportive services and training opportunities shall be funded and made available to WIOA eligible participants, and in accordance with local policies.
10. Subrecipient shall conform to all WIOA regulations, directives and policy guidance issued by the DOL, EDD, State, OCWDB, and the County of Orange Workforce and Economic Development Division Director of Workforce Development during the term of this Agreement. In addition, Subrecipient shall support the mission, vision, values, goals and initiatives of the OCWDB.
11. Description of the Career Edge Platform and Career Edge Services: Subrecipient will provide and utilize the Career Edge Platform and Career Edge Services, a digital framework for workforce development, training, and education, to enhance the delivery of WIOA Title I Career Services to adults and dislocated workers. The Career Edge Platform is a virtual service that increases access to customers and advances them along career pathways most relevant to industry needs. Career Edge Platform content, tools and resources are designed to support life success, student success, and career success. Career Edge Platform content consists of a series of life skills and professional development modules designed to enhance confidence and improve employability of graduates. Career Edge Platform provides all instructor support material for classroom-based instruction including syllabi, lesson plans, workbooks, power points, and assessments. Subrecipient shall provide the Career Edge Platform to the County and Authorized Users 24 hours a day, 365 days a year.

Subrecipient shall provide access, use, and maintenance to, and for, the following tools, functionality, and services, to the number of Authorized Users set forth below:

- i. Career EDGE Professional Development Toolkit;
- ii. Learning management system with eighteen student success and professional development modules:
  - Getting to Know Yourself
  - Managing Change and Your Attitude
  - Goal Setting

- Learning to Learn and Stress Relief Strategies
- Time Management
- Study Skills
- Becoming an Effective Online Student
- Responsible Borrowing and Budgeting
- Working in Teams
- Cultural Diversity and Conflict Resolution
- Communication and Networking
- Professional Branding
- Job Search Strategies
- Preparing for the Interview
- The Interview Process
- Answering Difficult Questions
- On the Job Success
- Planning for Your Future

iii. Career Edge Career Cluster Inventory Assessment

iv. Industry exploration modules;

v. Career Edge Referral Tracker ; and

vi. Administrative dashboard.

- 12.** Subrecipient shall provide the participants with training related to the Career Edge Services including, but not limited to, the following:
- a. Participant Onboarding and Troubleshooting
- 13.** Subrecipient shall provide all necessary maintenance and support for the Career Edge Services to ensure such services are fully functional and available to the County and County participants without interruption including, but not limited to, providing phone assistance, workarounds, and technical assistance, as needed.
- 14.** Subrecipient shall make commercially reasonable efforts to ensure all County Data, participant data, and data transferred from the County to the Career Edge Platform is securely backed up according to industry best practices.
- 15.** Number of Authorized Users: Subrecipient shall provide access to the Career Edge Services to an unlimited number of participants requesting such services under this Contract who are authorized by County (“Authorized Users”).
- 16.** Through the Career Edge Services, Subrecipient shall provide both basic skills training and all other training required under WIOA requirements and guidelines. Basic Skills Training available through the Career Edge Services shall not require eligibility or suitability assessments and shall include, but not limited to, the following:
- Labor Exchange Services
  - Resume Assistance
  - Job readiness
  - Life Skills
- 17.** In the event the Contract is terminated, the Contract expires, Subrecipient otherwise is no longer providing services under this Contract, or upon the County’s request, the County shall continue to be

entitled to purchase a license to use and access the Career Edge Services and all other software used by Subrecipient to provide services under this Contract and offered for sale by Subrecipient, at the applicable license fee being charged by the Subrecipient at such time and with such stand-alone user support options available at that time, until the later of (1) successful completion of competitive procurement which complies with any applicable federal, state, and local policies; (2) four (4) years after the termination of Subrecipient's services under this Contract; or (3) County's election to no longer avail itself of such license(s).

18. During the term of this Contract and anytime within thirty days after termination of the Contract, Subrecipient will, upon County's written request and at no additional cost, provide the County with a backup copy of any and all County Data in Subrecipient's possession including data in Career Edge. Subrecipient shall provide such data in the format in which it is stored, or in such other format as is mutually agreed-upon.
19. Subrecipient shall provide throughout the term of this Contract, all such technical and interpersonal training to personnel who are assigned to provide services hereunder, as may be necessary and appropriate for them to collectively perform, on behalf of Subrecipient, all of the Subrecipient's duties under this Contract. The levels and extent of training provided by the Subrecipient to the Contractor personnel shall be at least equal to the average levels of training given to other Subrecipient employees holding comparable positions, under similar circumstances, and performing work of a similar nature and level of complexity.

## **B. Services Delivery Area**

1. The OCWDB and the County are charged with both the responsibility to oversee funds and the activities of the workforce development system that aligns the County's diverse related funding streams (WIOA and non-WIOA). The AJCC One-Stop system is human center-designed and a customer-driven workforce development system that serves employers and job seekers to ensure that employers have the skilled workers they need, and workers have jobs that provide economic self-sufficiency. The OCWDB is comprised of business leaders and representatives from labor, education, economic development, social services, community-based organizations, rehabilitative agencies, and other community entities. The County is the administrative entity of the OCWDB. The County provides staff support to the OCWDB and its committees. Customer services are provided through the OC Workforce Solutions Centers.

Services in the Northern & Southern Region shall be offered through the following:

### **AJCC One-Stop Centers:**

#### **OC Workforce Solutions Center - North**

675 Placentia Ave. Suite #330  
Brea, CA. 92821

#### **OC Workforce Solutions Center - South**

28202 Cabot Road, Suite #140  
Laguna Niguel, CA 92677

#### **OC Workforce Solutions Center – Affiliate Locations:**

##### **Los Alamitos Joint Forces Training Base**

11200 Lexington Dr. Bldg. 244  
Los Alamitos, CA 90720

##### **Theo Lacy Facility**

501 The City Dr. South

Orange, CA 92868

**James A. Musick Facility**  
13420 Alton Parkway  
Irvine, CA 92618

**South County Field Services Offices**  
23271 Verdugo Drive  
Laguna Hills, CA 92653

**Garden Grove Regional Center (GGRC)**  
12912 Brookhurst Street  
Garden Grove, CA 92840

**Laguna Hills Regional Center (LHRC)**  
23330 Moulton Parkway  
Laguna Hills, CA 92653

**Tustin Shelter**  
2345 Barranca Parkway  
Tustin, CA 92782

**Mercy House- Huntington Beach Navigation Center**  
17642 Beach Blvd, Huntington Beach, CA 92647

**Mercy House- Buena Park Navigation Center**  
6494 Caballero Blvd, Buena Park, CA 90620

**Mercy House – Costa Mesa Bridge Shelter**  
3175 Airway Ave, Costa Mesa, CA 92626

As well as the AJCC – OC Workforce Solutions Center - Affiliate Mobile Unit and any other locations as determined by the OCWDB. In addition, the Subrecipient will accommodate and make available virtual services to expand the customer base and effectively deliver career- and self-services.

2. The Subrecipient will serve as the WIOA Title I Career Services Provider for Adult and Dislocated Workers for all OC Workforce Solutions Centers and affiliate locations. The County of Orange reserves the right to move the location of the OC Workforce Solutions Centers to meet the needs of Orange County. In addition, the County reserves the right to relocate selected staff assigned at the OC Workforce Solutions Center(s) to other locations as deemed necessary to meet the needs of the program and its customers.
3. Subrecipient acknowledges and agrees that the County, in its sole and absolute discretion, shall have the right to add, change, or remove OC Workforce Solutions Centers and other service locations. Subrecipient shall be obligated to provide any and all services described in the Contract and this “Scope of Services” Attachment, or any portion thereof, including, but not limited to, staff and services at all future locations approved by the County, under the same rates, reimbursement cost structure, and terms stated in the Contract. In the event the County notifies Subrecipient of its intent to change the location for services, within five (5) days after such notice, Subrecipient shall begin working with the County to implement the location change and shall promptly assist the County to prepare an amendment to the Contract memorializing the change.
4. In addition to providing the services described in the Contract and this “Scope of Service” Attachment in person and on-site, Subrecipient shall also make all, or portion of such services available through

electronic/virtual means, including but not limited to on-line, over the telephone, through platforms identified by the County of Orange Workforce and Economic Development Division, all as directed by the County.

**II. SERVICE STANDARDS**

**A. Hours of Operation and Schedules**

- 1. Regular Hours of Operation:** OC Workforce Solutions Centers’ hours of operation shall be from 9:00 a.m. to 6:00 p.m.; Monday through Friday, excluding County observed holidays. One manager/supervisor must be on-site at each of the OC Workforce Solutions Centers (North & South) on days and hours that the center is open.

The County reserves the right to set and modify hours of operation at the OC Workforce Solutions Centers based on program demands that will most effectively serve the needs of its customers.

<b>Hours of Operation (OC Workforce Solutions Center- North, Brea)</b>	
Monday, Tuesday, Wednesday, Thursday, & Friday	9:00 a.m. – 6:00 p.m.
Saturday	9:00 a.m. – 1:00 p.m.
Sunday	Closed

<b>Hours of Operation (OC Workforce Solutions Center- South, Laguna Niguel)</b>	
Monday, Tuesday, Wednesday, Thursday, & Friday	9:00 a.m. – 6:00 p.m.
Saturday	9:00 a.m. – 1:00 p.m.
Sunday	Closed

<b>Hours of Operation (OC Workforce Solutions Center Affiliate- Los Alamitos Joint Forces Training Base) *</b>	
Monday, Wednesday, & Friday	8:00 a.m. – 5:00 p.m.
Tuesday, Thursday, Saturday & Sunday	Closed

<b>Hours of Operation (OC Workforce Solutions Center Affiliate - Theo Lacy) *</b>	
Monday, Tuesday, Wednesday, & Thursday	9:00 a.m. – 4:00 p.m.
Friday, Saturday & Sunday	Closed

<b>Hours of Operation (OC Workforce Solutions Center Affiliate – James A. Musick Facility) *</b>	
Monday, Tuesday, Wednesday, & Thursday	9:00 a.m. – 4:00 p.m.
Friday, Saturday & Sunday	Closed

<b>Hours of Operation (OC Workforce Solutions Center Affiliate – South County Field Services Office)*</b>	
Monday & Tuesday	8:00 a.m. – 5:00 p.m.
Wednesday, Thursday, Friday, Saturday & Sunday	Closed

<b>Hours of Operation (OC Workforce Solutions Center Affiliate – Garden Grove Regional Center (GGRC))*</b>	
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Third Tuesday of the month	9:00 a.m. – 12:00 p.m.
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<b>Hours of Operation (OC Workforce Solutions Center Affiliate – Laguna Hills Regional Center (LHRC) *</b>	
Second Monday of the month	8:00 a.m. – 12:00 p.m.

<b>Hours of Operation (OC Workforce Solutions Center Affiliate – Tustin Shelter) *</b>	
Tuesday	9:00 a.m. – 12:00 p.m.
Monday, Wednesday, Thursday, Friday, Saturday & Sunday	Closed

<b>Hours of Operation (OC Workforce Solutions Center Affiliate – Mercy House- Buena Park) *</b>	
First & Third Thursday of the month	1 p.m. – 4:00 p.m.

<b>Hours of Operation (OC Workforce Solutions Center Affiliate – Mercy House- Huntington Beach) *</b>	
Second Wednesday of the month	4:00 p.m. – 6:00 p.m.

<b>Hours of Operation (OC Workforce Solutions Center Affiliate – Mercy House- Costa Mesa) *</b>	
Second Thursday of the month	9:00 a.m. – 12:00 p.m.

<b>Hours of Operation (Mobile Unit) by appointment only**</b>	
Monday, Tuesday, Wednesday, Thursday, & Friday	9:00 a.m. – 4:00 p.m.
Saturday & Sunday	Closed

\*Hours and days are subject to change based on need at each location.

\*\* Locations for the mobile unit will change based on the published schedule from the County. In the instance that the site closes to the public due to public health or emergency-related closures, virtual services may be considered.

- Holiday Operation Schedules:** Subrecipient shall ensure that arrangements are made to keep full-service delivery available throughout the year. The following County-observed holidays shall be observed:

<b>County Holidays</b>	
Independence Day	Christmas Day
Labor Day	New Year’s Day
Native American Day	Martin Luther King Jr. Day
Veteran’s Day	Lincoln’s Day
Thanksgiving Day	President’s Day
Day after Thanksgiving	Memorial Day

**Subrecipient shall adhere to the County of Orange calendar for specific holiday dates.**

To the extent possible, Subrecipient must coordinate schedules with other partners to leverage staff time and limit overtime hours.

- Telecommuting:** Staff included in the staffing plan for this contract must provide all services in person

from one or more of the identified service locations. Conducting virtual services outside of a designated service location is not permitted, as this contract is strictly for front-facing client services.

- C. Marketing and Outreach:** The Subrecipient is expected to act as an ambassador for the American Job Center for California (AJCC) One-Stop system, representing and promoting the OC Workforce Solutions Centers in community events related to the workforce development system. The Subrecipient will consult and seek approval from the County regarding any matters related to the official representation of the Orange County workforce system. The Subrecipient is expected to work closely with the Orange County Workforce and Economic Development Division on outreach efforts utilizing social media and/or the OC Workforce Solutions Centers website. Subrecipient will work in tandem with the Orange County Workforce and Economic Development Division to ensure on-brand and relevant messaging.

The Subrecipient will be responsible for adhering to a marketing plan developed by the County that shall promote the OC Workforce Solutions Center using the designated logo, tagline and may include materials such as brochures, power point presentations, community-based print and radio ads, and website information detailing business offerings, and an overall strategy for promoting the resources of the OC Workforce Solutions Center. All materials produced and published will require prior approval from the County. Original working files of any marketing and collateral materials must be submitted to the County as contractually required.

- D. General Staffing Requirements:** There shall be the requisite number of staff hired by the Subrecipient to operate program services as outlined in this “Scope of Services” Attachment and as provided for in the budget attached to this Agreement.

1. The Subrecipient shall ensure adequate staffing to effectively serve participants, including maintaining up to four (4) bilingual Case Managers. At minimum, staffing shall include at least one (1) Case Manager proficient in Spanish and at least one (1) Case Manager proficient in Vietnamese. Any change to, or deviation from, this requirement must receive prior written approval from the County.
2. Subrecipient shall ensure that all program staff has received training in customer service, communication skills, and proficient computer skills (Windows, Microsoft Office, and CalJOBS). At minimum, Workforce Development staff shall possess skills and core competencies in the following areas:
  - Knowledge and Understanding of the Workforce Innovation and Opportunity Act;
  - Department of Labor TEGLs;
  - State EDD Directives/Information Notices;
  - Career Development and Counseling;
  - Labor Market Information;
  - Customer Service;
  - Serving Diverse Populations;
  - Employer and Business Knowledge;
  - Technology;
  - Communication;
  - Collaboration and Problem Solving; and
  - Must be trained in serving special populations (i.e., individuals with barriers) to include, trauma informed training, motivational interviewing, etc.
3. Program staff shall have a complete understanding of the services that are provided by the Subrecipient as well as the co-located partners.
4. **Subrecipient shall ensure that all Title I Career Services staff receives continuous on-going training in Workforce Development and Title I Career Services including but not limited to:** case management, WIOA participant eligibility, customer service, developing participant IEP’s, follow up

services, support services, CalJOBS (to include system enhancements and data entry), serving targeted populations, soft skills, identifying transferable skills, resume writing, interview techniques, 21 Century Workforce skills, , serving participants with barriers, trauma informed training, County endorsed trainings, etc., and all other available WIOA related training designed to increase staff development and ensure effective delivery of participant services.

5. Subrecipient shall be responsible for immediately filling any vacancies, which may occur during the term of this Agreement, in order to ensure the continuous and efficient delivery of services to participants. Subrecipient shall fill vacancies with individuals that demonstrate the appropriate experience and levels of education required for the position. Subrecipient must notify the assigned Program Manager immediately when new positions are filled and shall submit a signed CalJOBS Confidentiality Form within 2 business days of staff's date of hire. Similarly, Subrecipient shall notify the County immediately of any staff separation, to include reason for separation, so that staff accounts, including the staffs' CalJOBS account may be deactivated.
6. Subrecipient shall utilize temporary staff only to the extent that not doing so will have a negative impact on service delivery or meeting program deliverables including invoices. Use of temporary staff shall be kept to a minimum and shall require prior County approval. Applicable Federal, State and County procurement policies shall be adhered to.
7. Subrecipient may host work-experience and internship activities to workforce participants only to the extent to provide work-based training to the individual and in doing so will not displace, replace, or substitute regular staff upon the written approval of the Orange County Workforce and Economic Development Division Director of Workforce Development. Use of work-based training participants as staff shall comply with applicable State and County worker displacement prohibition policies.

#### **E. Staff Position Requirements**

1. **Program Manager:** Subrecipient shall staff one (1.00 FTE) Title I Career Services Program Manager who shall manage the successful implementation of the OC Workforce Solutions Center WIOA Title I Career Services for Adults and Dislocated Workers assuring that all contractual commitments are met. Ultimately, the Program Manager is responsible for adherence to Federal, State, and local policies. The Program Manager will ensure that all supervisory staff have access to budgets and expenditure plans to better manage the programs that they are responsible for. The Program Manager shall hold Title I Career Services staff accountable for Contract and program performance and compliance and accurate and timely CalJOBS data entry, and the program is operating within funding guidelines. The Program Manager shall establish and maintain a positive working relationship with the OC Workforce and Economic Development Division and all workforce partners both in-house and within the community. The Program Manager facilitates project accomplishments and ensures that management decisions and contractual goals are understood and supported by staff. The Program Manager shall be directly responsible for all fiscal and program oversight pursuant to this Contract.
2. **Case Management Supervisor:** Subrecipient shall staff two (2.00 FTE) Case Management Supervisors who shall manage the day-to-day operations of the Orange County Workforce Solutions Center's Title I Adult & Dislocated Worker Career Services Case Management staff. The Case Management Supervisor shall ensure that their staff provide employment, education, training, labor market information, support services, and follow up services in accordance with the Workforce Innovation and Opportunity Act Program. The Case Management Supervisor shall ensure all program activities are in compliance with all Federal, State and local regulations, policies, guidance letters, and directives. In addition, the Case Management Supervisor shall ensure that staff provide quality customer service, meet Contract program performance, implement employer driven workforce training and customer-centered programs to the Orange County Workforce Solutions Center participant, and ensure accurate and timely CalJOBS data entry.
3. **Case Manager:** Subrecipient shall staff no less than twenty (20.00 FTE) Career Services Case

Managers who shall provide direct services to adults and dislocated workers. Case Managers shall be participant-oriented professionals who are knowledgeable about providing WIOA program and training services. Case Managers shall provide case management, an employment plan, labor market education, employer-driven training, community referrals, participant supportive and follow-up services in accordance with the Workforce Innovation and Opportunity Act Program and ensure accurate and timely CalJOBS data entry. Case Managers shall ensure program participants are provided with quality program and services that meet individual needs and supports participants becoming economically self-sufficient. Case Managers must be able to create good working relationships with all individuals, including those who are from difficult to serve populations. All Case Managers shall be proficient in providing WIOA Title I Career Services.

4. **Work Readiness Case Managers:** Subrecipient shall staff no less than two (2.00 FTE) Work Readiness Case Managers to provide direct services to adults and dislocated workers. The Work Readiness Case Managers shall be responsible for facilitating connections between participants and a range of potential employment opportunities including unsubsidized employment, Transitional Jobs, Internships, Apprenticeships, and on-the-job training (OJT) opportunities. In addition to facilitating employment connections, the Work Readiness Case Managers shall monitor and track all training activities including, but not limited to, Individual Training Accounts (ITA), On-The-Job Trainings (OJT) and Work Experience (WEX)/Transitional Jobs, in coordination with the IEP, Case Manager, and OC Workforce and Economic Development Division. They shall conduct follow-up activities with both program participant(s) and businesses to ensure the quality of workforce services provided are in alignment with program objectives and are employer driven. The Work Readiness Case Managers shall provide support to participants seeking additional services and must obtain documentation of participant outcomes and input data in the CalJOBS System. The Work Readiness Case Managers shall be proficient in providing WIOA Title I Career Services.
5. **Quality Assurance Case Manager:** Subrecipient shall staff no more than one (1.00 FTE) Quality Assurance Case Manager who shall ensure program services match policy requirements and support quality assurance to WIOA Title I Career Services for adult and dislocated workers programs. The Quality Assurance Case Manager shall also provide direct services to adults and dislocated workers. The Quality Assurance Case Manager shall be a participant-oriented professional who is knowledgeable about providing WIOA program and training services. Quality Assurance Case Manager shall provide case management, an employment plan, labor market education, employer-driven training, community referrals, participant supportive and follow-up services in accordance with the Workforce Innovation and Opportunity Act Program. The Quality Assurance Case Manager shall ensure accurate and timely CalJOBS data entry. Quality Assurance Case Manager shall ensure program participants are provided with quality program services that meet individual needs and support participants becoming economically self-sufficient. Quality Assurance Case Manager must be able to create good working relationships with all individuals, including those who are from difficult to serve populations. Quality Assurance Case Manager shall be proficient in providing WIOA Title I Career Services.

#### **F. Workforce Professional Staffing Requirements**

1. Subrecipient staff shall be participant-oriented professionals who are knowledgeable about providing WIOA Title I Career Services to individuals with barriers to employment. Staff shall be able to build one-on-one working relationships with participants to aid in eliminating challenges that are hindrances to obtaining and retaining employment. Staff must have knowledge of tools and techniques, such as trauma informed training and mindset changing, to provide the ultimate level of support to individuals who have been categorized as difficult to serve.
2. Staff must be provided training and the tools necessary to enhance staff capacity for intercultural communication, self-awareness about structural inequity and unconscious/implicit bias, so they may serve well a racially, culturally, and ethnically diverse customer base. Subrecipient must ensure staff

are knowledgeable about the structural, institutional, and systemic barriers faced by individuals from diverse racial, ethnic, and cultural backgrounds, including individuals who are English language learners and individuals who may not be English proficient.

3. Staff shall be fully trained on how to provide WIOA Title I Career Services to adults, dislocated workers, veterans, job seekers with barriers to employment, and individuals with disabilities. Staff must be able to access and enter data into the CalJOBS system, meet Contract performance, provide labor market information, and create career pathways to in-demand occupations. Any and all activities performed via Career Edge must be entered into CalJOBS by Career Team.
4. Subrecipient shall ensure that staff understand the contractual requirements and programmatic objectives of this Agreement. Staff shall have knowledge of WIOA Final Rule, Department of Labor TEGs, Department of Labor CFR Chapter II, Part 2900 et al. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, December 19, 2014, State EDD Directives/Information Notices, California Department of Aging (CDA) Program Memos and Bulletins, and the County of Orange Policies and Procedures. Staff shall be informed of any new guidance, as it is released. Staff shall participate in OC Workforce Solutions Center partner meetings, OC Workforce Solutions Center provider training(s), and all other trainings deemed necessary for quality delivery of services by the Orange Workforce and Economic Development Division Director of Workforce Development.
5. Staff shall be trained in WIOA Adult and Dislocated Worker Programs, in addition to discretionary/specialized programs, to best leverage available funding and to maximize service provision. Staff shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. Subrecipient shall determine appropriate staffing.
6. Notwithstanding, all Staff shall be proficient in performing the following duties:
  - a. Conduct outreach, recruitment, and eligibility determination to a targeted population;
  - b. Conduct objective job skills assessment for eligible participants to ensure appropriate evaluation. Subrecipient is to use any of the following assessment tools when completing the initial assessment: Test of Adult Basic Education (TABE), Comprehensive Adult Student Assessment Systems (CASAS), Basic English Skills Test (BEST), or Massachusetts Adult Proficiency Test (MAPT). ACT WorkKeys will be used for enrollment requirements only and is not intended to measure Educational Functioning Levels (EFL) of performance.
  - c. Formulate and coordinate employment plans with specific and measurable vocational goals;
  - d. Develop a customized professional resume for every enrolled participant;
  - e. Provide career planning to all participants (including those in training) in all areas related to gaining/retaining employment and career advancement;
  - f. Provide networking and individual branding guidance leading to employment for every enrolled customer;
  - g. Determine supportive services and training needs including making appropriate referrals, tracking progress, and maintaining attendance records;
  - h. Maintain regular contact with participants (at a minimum of once every thirty days) and provide a substantial service;
  - i. Maintain documentation for regulatory and contractual compliance, and maintain detailed case files and complete all required MIS, statistical, and performance reports;
  - j. Develop relationships with all training providers and partner agencies;
  - k. Provide specific guidance in transferable skills for all participants transitioning between industry clusters;
  - l. Use Labor Market Information (LMI) to assist job seekers in making informed decisions about job training and career pathways;
  - m. Have an understanding of LMI trends, demand occupation criteria and the State of California's Eligible Training Provider List (ETPL) and I-TRAIN to enhance placements;

- n. Ensure active job placement no later than when a participant reaches 75% of training completion;
- o. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the participant;
- p. Provide job development and assist participants in unsubsidized job placement earning a livable wage;
- q. Provide retention and follow-up services for a twelve (12) month period, with follow-up commencing immediately after employment begins or program exit; and

**G.** Utilize the CalJOBS system for documenting all job seeker activities.

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

The County shall be responsible for providing the following hardware and software specifications for participant and staff computer workstations utilizing CalJOBS (including providing workstations for Subrecipient's staff working inside the County's job centers), except where Subrecipient's staff is working outside the County's job centers, in which case Subrecipient shall be responsible for providing such workstations:

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

Subrecipient shall:

- a. Ensure strict adherence to all Federal, State and local requirements related to CalJOBS;
- b. Must input all participant data, including any activity performed on Career Edge, into the CalJOBS system within five (5) business days of service delivery, reported participant update, or program changes;
- c. Establish quality control procedures to protect the integrity of data pertaining to participants, services, and outcomes;
- d. Ensure that all staff designated to handle data entry and data management receive training on CalJOBS functionalities and limitations;
- e. Install a system to establish staff accountability for data entered;
- f. Establish a review process for CalJOBS reports that include participant rosters and other reports provided by the County of Orange;
- g. Ensure strict adherence to proper handling of personally identifiable information (PII) and other confidential participant information;
- h. Ensure access to CalJOBS is limited to only active staff members; and
- i. Perform all data input, participant reporting, and communications with CalJOBS and the California Employment and Development Department (“EDD”) related to CalJOBS, including, but not limited to, performing the responsibilities identified in EDD Directives WSD 24-05 (Dated October 10, 2024) and WSD 24-10 (Dated January 16, 2025) and any future policies and/or guidelines as it relates to this matter and manually entering CalJOBS job codes into the CalJOBS system.

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

## H. Website

In concurrence with Orange County, current website shall be maintained by the **OCCS/Orange County Workforce and Economic Development Division** to allow participants to access information about services and programs that are available through the OC Workforce Solutions Center(s). When applicable, Subrecipient shall **provide monthly content to include job fair notices, special events, public notices, and all other relative information to the** Orange County Workforce and Economic Development Division no less than 30 days in advance of the date of the event and/or month. The Subrecipient must review website content monthly to ensure information is accurate and up to date and provide updates to the Orange County Workforce and Economic Development Division as needed.

The domain ownership (website address: [www.oconestop.com](http://www.oconestop.com) and [www.ocworkforcesolutions.com](http://www.ocworkforcesolutions.com)) is owned by the County of Orange.

## I. Communication, Distributed Material and Postings, and Physical and Program Access Standards

1. All outreach and recruitment materials, press releases, printed or electronic material that reference elected officials and the County of Orange and/or the Orange County Workforce Solutions, shall be submitted to the County of Orange administrative office for review and approval prior to use or release. The County of Orange will require a minimum of thirty (30) working days to review and approve. Communication is not considered approved for release until subrecipient receives written approval from the County of Orange. **All published or electronic materials shall promote the Orange County One-Stop System.** These materials must also include appropriate American Job Center of California tagline consistent with the local AJCC branding standards and must identify that funding is made available through the U.S. Department of Labor Employment and Training Administration Workforce Innovation and Opportunity Act (WIOA), Orange County Workforce Development Board and Orange County Community Services Workforce and Economic Development Division.

In instances where the County of Orange provides the Subrecipient with outreach and recruitment materials, press releases, printed or electronic materials, the Subrecipient is expected to distribute and promote as directed.

2. All logos and naming conventions shall be provided by the County of Orange to maintain quality and consistency. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
3. Language requirements for all printed material and other information at the OC Workforce Solutions Center(s) shall be provided in English, Spanish, Vietnamese, Chinese, and Korean. Whenever feasible, language barriers shall be removed so that all visitors to the OC Workforce Solutions Center(s) feel welcomed and have a positive experience. In instances where the printed material is provided by the County of Orange, the county will also provide the material in the required languages in alignment with the County of Orange Language Access Policy, Policy No. 0300-23.
4. Notice and communication requirements where materials indicate that the Subrecipient may be reached by telephone, must include the telephone number of any TDD/TTY or relay service used by the Subrecipient. If the Subrecipient does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative.
5. Information and services accessed electronically shall be established by the Subrecipient's policy and procedure which assures that the notice requirements of Title 29 CFR Part 38 are met.
6. Distributed publications, broadcasts, and other communications, which promote WIOA programs or activities, shall include the following specific taglines:

**This WIOA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.**

Subrecipient shall include the following tagline on all flyers, notices, websites, and other communication promoting, advertising, and/or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the Subrecipient:

**If you need special assistance to participate in this \_\_\_\_\_ (meeting, workshop, etc.), call \_\_\_\_\_. Please call 48 hours in advance to allow the One-Stop Center to make reasonable arrangements to ensure accessibility to this \_\_\_\_\_ (meeting, workshop etc.).**

7. If Subrecipient has staff who work out of locations other than County's job centers, then Subrecipient shall be responsible to post the "Equal Opportunity Is The Law", "Zero Tolerance and Code of Conduct", and the "Summary of Rights and Program Grievance and Complaint Procedures" in prominent locations, and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish, Vietnamese, Chinese, and Korean. Updated participant acknowledgement forms (EO, Zero Tolerance & Code of Conduct, and Programmatic Grievance) must be made available in English, Spanish, Vietnamese, Chinese, and Korean. In the case that a participant is unable to read, the Subrecipient must either read it aloud to the participant or provide a recording of the policy. Acknowledgement forms, along with the policy recording, will be provided by the County of Orange. The County shall be responsible for such postings within the County's job centers.
8. Within the County's OC Workforce Centers, the County shall provide and Subrecipient shall ensure availability to assistive technology for individuals with physical limitations. The County shall provide and Subrecipient shall ensure that individuals with disabilities have access to easy-to-follow directions to use assistive technology readily available and visible. Resources in the OC Workforce Solutions Center shall be in compliance with the Americans with Disability Act (ADA).

**J. Quality Assurance Review**

Subrecipient shall be responsible for quality assurance review of their fiscal and program operations (including all special projects) which includes, but is not limited to, a quality assurance system to review case files, including CalJOBS electronic files, participant's WIOA eligibility determination and documentation, IEP's, reports (issued by CalJOBS, State, and/or local agencies), gaps in service delivery, service provision, documentation of substantial services, timely participant exit, performance outcomes, follow-up activities, property management (including maintenance of up-to-date equipment inventory lists in each service location), purchases, expenditures and invoices, Federal and State requirements for universal programmatic, and physical access to services and activities (including access for individuals with disabilities). Quality and consistency of services among OC Workforce Solutions Center locations, programs, and staff is essential. The WIOA Title I Career Services Service Provider shall be responsible for leading the quality assurance review on a quarterly basis.

**Subrecipient shall produce all quality assurance review documentation upon request by the County of Orange's administrative office.**

1. Subrecipient shall establish and follow a standardized review methodology that:
  - a. Includes procedures for conducting a quality assurance review on all contracted programs and fiscal activities. Methodology is to include review of expenditures against budget to ensure compliance of OMB requirements and WIOA.
  - b. Must develop a written report to include recorded findings, any needed corrective action, and due dates for the accomplishment of corrective actions;
  - c. Requires systematic follow-up to ensure that necessary corrective action has been taken and outstanding issues are addressed and resolved; and
  - d. Requires that following the completion of each internal monitoring, completed reviews are verified and a list of files reviewed is maintained.
2. In addition to Item #1 above, the Subrecipient shall follow their regular (day-to-day) internal review processes to support high standards of service provision and documentation. This shall include regular file review and immediate correction of issues noted.
3. Subrecipient shall conduct a baseline analysis of participant flow, program delivery, career planning strategies and tools, business process, and service improvement once per program year. Subrecipient must develop a policy and procedures to ensure participant flow and program delivery are in place. **Subrecipient shall provide a copy of their program delivery policy, procedures and all other documentation of the process followed and the results of the analysis to the County of Orange administrative office by July 31, 2026.**
4. Subrecipient shall take corrective action measures as a result of findings identified through Federal, State and County monitoring within 15 days of notification, unless otherwise notified. Repeat and systemic findings identified in any Federal, State and County compliance monitoring may result in a possible loss or reduction in funding and/or other sanctions issued by the County of Orange.

**K. Documentation and File Maintenance:** The Subrecipient understands that all books and records pertaining to this Agreement, including payroll and attendance records of participating employees, are subject to inspection by the County, federal or state agencies and others for auditing, monitoring or investigating activities pursuant to any contract resulting from this Agreement. All records shall be maintained for a period of seven (7) years beyond the completion of this Agreement. If the Subrecipient receives notice of any litigation or claim involving the grant award or otherwise relating to this Agreement, Subrecipient shall retain records until otherwise instructed by the County.

1. **Case Files** shall be maintained for every enrolled participant. Subrecipient shall have a physical file and an electronic file (e.g. CalJOBS electronic file). At a minimum, participant physical and electronic case files shall include documentation of the following:
  - a. Program eligibility and determination of need;
  - b. Participant signature evidence of Equal Opportunity (EO), Zero Tolerance & Code of Conduct, and Programmatic Grievance forms;
  - c. All source documents needed for validation (as referenced in applicable County of Orange Policies and State Directives and Information);
  - d. Initial and/or Comprehensive Assessments, as applicable;
  - e. Individual Employment Plan (IEP), including all updates of services provided, completed and signed by participant;
  - f. Completed resume;
  - g. Approved Individual Training Account (ITA) documents (if applicable);
  - h. Progress reports, timesheets, and attendance reports;
  - i. Signed Employer or Worksite Agreement, timesheets, and other related documents for On-the-Job Training (OJT) or Transitional Jobs, Work Experience (WEX), as applicable;
  - j. Supportive Services documentation, including participant signature of receipt; and
  - k. Case notes in CalJOBS showing provision of all substantial services provided.
  - l. Participant physical and electronic case files shall reflect both quality services and regulatory compliance.
  
2. **Confidential Information:** Personal Identifiable Information (PII) and information designated as sensitive (both hardcopy and electronic) relating to services received by WIOA participants, including information regarding medical and/or substance abuse treatments, shall be subject to Federal, State and County privacy/confidentiality guidelines.

Files shall not include any documentation that discloses an individual's disability status (including individuals who do not have a disability). Any mention of disability-related information shall be placed in a separate file, located away from the main file.

Subrecipient shall ensure that staff are properly trained and updated for safeguarding protected PII and information designated as sensitive. Staff shall be trained regarding the proper treatment, release, and security of the records. Access and release of records shall be in accordance with applicable guidelines. All staff shall follow the guidelines on the County of Orange Release of Information form and shall obtain an original of the form prior to releasing information to anyone other than the participant. Emails containing PII must be encrypted and transmitted through secure email protocols.

3. **Security:** Subrecipient shall maintain all participant files in locked cabinets accessible only to authorized personnel. The County shall provide Subrecipient with sufficient locked cabinets within the County's job centers in order to enable the Subrecipient to comply with this requirement. In addition, Subrecipient shall maintain an Information Technology (IT) usage policy and procedures to support security obligations regarding all confidential and sensitive information. **A copy of the Subrecipients policy and procedures shall be submitted to the County of Orange by July 31, 2026.**

#### **L. Customer Service and Participant Satisfaction**

1. Satisfaction surveys shall be made available to all individuals and employers by providing a paper or electronic survey via a format provided by the Orange County Workforce and Economic Development Division Director of Workforce Development. The Orange County Workforce and Economic Development Division Director of Workforce Development will review and evaluate the data collected and make the results available to the Subrecipient.
  
2. Subrecipient shall communicate to their staff that meeting participant satisfaction and expectations is a primary goal, therefore, all workforce development activities must be participant centered. Subrecipient

shall also communicate to their staff that the County of Orange will be conducting surveys with participants and One-Stop system partners on the performance of workforce services offered. The Orange County will review and evaluate the data collected. The Subrecipient shall be responsible for the implementation of corrective action(s) with respect to survey findings or trends related to the services provided under this Agreement.

3. Subrecipient shall be proactive in requiring staff to adopt customer focused principles targeted toward achieving high participant satisfaction and which meet participant expectations in their delivery of services under this Agreement. This may include the provision of professional development, in-service training, role modeling, case studies, and other techniques and strategies applicable to fostering the adoption of a value system, which is based in continuous improvement principles. Subrecipient shall have established procedures for progressive discipline, including verbal and written warnings leading up to termination. Subrecipient must also respond to and correct the County of Orange concerns regarding under-performing staff within five (5) days.
  4. Subrecipient shall be proactive in maintaining a customer centered design for the OC Workforce Solutions Centers, as described in the Local and Regional Plans, taking into consideration, Anaheim and Santa Ana. Subrecipient shall incorporate new innovations that are specifically tailored to meet the Workforce Solutions customers' needs.
  5. Subrecipient shall work with the OC Workforce Solutions Center mandatory / non-mandatory partner(s) staff to ensure that participant specific services are provided. Subrecipient shall ensure participants are co-enrolled into OC Workforce Solutions Center's mandatory / non-mandatory partner(s) programs when doing so will benefit participant outcomes. Subrecipient shall meet with the OC Workforce Solutions Center mandatory / non-mandatory partner(s) staff and the OC Workforce Solutions Center Operator for suggestions on how to improve participant services as defined in the MOU.
  6. Subrecipient shall work with County designated Workforce Solutions Operator to ensure that participant is receiving benefits from a coordinated network of workforce development partners. Subrecipient shall meet with OC Workforce Solutions Center Operator monthly for suggestions on how to improve participant services as defined in the MOU. This may include staff being trained on partner's eligibility requirements, co-case management, cross braiding of resources, etc.
  7. Subrecipient shall provide at least one (1) testimonial each month from job seeker participant and/or business participants to the County of Orange. Subrecipient must obtain participant's authorization to release prior to sharing information. Examples of testimonials may be a participant success story or a letter from a participant. Testimonials may be released to the public. Subrecipient shall maintain an appropriate "release" from the participant. **Monthly testimonials shall be included in the Monthly Program Performance Report. Signed authorization to release forms shall be kept in the participants physical and electronic file.**
- M. Organizational Chart:** Subrecipient shall maintain a current organizational chart along with corresponding functional job descriptions for every classification funded by WIOA, in whole or in part. **Subrecipient shall provide an updated organizational chart along with functional job descriptions to the One-Stop Operator and the County of Orange Director of Workforce Development by July 31, 2026. In addition, Subrecipient shall provide updates to organizational charts to the Workforce Solutions Operator and the County of Orange Director of Workforce Development with the monthly program performance reports and whenever staff changes occur.**

The staffing design and overall number of positions and associated assignments are subject to pre-approval by the County of Orange. Should any organizational or staffing arrangements change during the program year, Subrecipient shall submit a revised organizational chart immediately to the Workforce Solutions Operator and the County of Orange.

- N. Telephone Directory:** Telephone directory for workforce referrals shall be utilized by the Subrecipient. Directory shall include point-of-contact, alternative contact, associated agency, position, telephone number, and email address maintained by the Workforce Solutions Operator. **Subrecipients shall inform the Workforce Solutions Operator and County Administration immediately on any changes to the telephone directory.**
- O. Leveraged Resources:** Leveraged resources are defined as cash match and/or in-kind resources that will not only supplement the WIOA program but definitively result in direct cost savings to the program. Subrecipients are not required to use leveraged resources toward meeting the minimum training expenditure requirement, however, if Subrecipient does choose this option, they must report all leveraged resources applied as part of the ten (10) percent credit. **If leverage resources are reported, they shall be reported and submitted quarterly by the tenth (10<sup>th</sup>) day of the month utilizing the Leveraged Resources Report supplied by the County of Orange.**
- P. Email Addresses:** For each employee of Subrecipient working under this Contract, the County shall provide an email account and address on the County's information technology systems for the Subrecipient to assign to its staff members (the "Staff Email Accounts"). The County shall retain all data from the Staff Email Accounts for a time period that is no shorter than the longest time period that the Subrecipient is required to maintain any information or records under this Contract. Upon written request during the term of this Contract or during the time that County is required to retain such data, the County shall provide the Subrecipient with a copy of all data from the Staff Email Accounts. Additionally, the County shall make available data from the Staff Email Accounts as reasonably requested from time-to-time for the Subrecipient's business purposes, including quality assurance, human resources, and other purposes.
- Q.** The County and Subrecipient will enter into a separate Memorandum of Understanding an infrastructure funding agreement for the provisions of workspace in the County's Job centers for the Subrecipients staff working under this contract. The Subrecipient will work with the OC Workforce Solutions Operator to execute a lease agreement.

### **III. SERVICE DELIVERY**

Subrecipient shall implement a workforce system structure and governance that reflects the various sectors of the economy. Subrecipient shall provide WIOA activities that increase the employment, retention, and earnings of participants, increase occupational skill attainment by participants, and as a result, improve the quality of the workforce.

#### **A. Target Population**

Outlined target population shall be served, tracked and monitored by the Subrecipient to ensure services are being provided in alignment with outreach and recruitment strategies, as appropriate, and within the funding/eligibility guidelines for each of the following groups:

1. The general public seeking workforce services;
2. Veterans and their families including those recently separating from service;
3. Individuals who meet the requirements for WIOA eligibility, including the priority of services categories and individuals who are basic skills deficient (per WIOA Section 134(c)(3)(E) and 20 CFR Part 680.600); other individuals in need of specialized services, such as:
  - a. Displaced homemakers.
  - b. Low-income individuals.
  - c. Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in WIOA section 166.
  - d. Individuals with disabilities.
  - e. Older individuals.
  - f. Ex-offenders.

- g. Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e-2(6))), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2))).
  - h. Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers.
  - i. Eligible migrant and seasonal farmworkers, as defined in WIOA section 167(i).
  - j. Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.).
  - k. Single parents (including single pregnant women).
  - l. Long-term unemployed individuals.
  - m. Such other groups as the Governor involved determines to have barriers to employment.
  - n. Other special needs populations
4. Individuals who reflect the demographics of the North & South Region; for example, if it is ethnically diverse;
  5. Subrecipient shall strategize how to best deliver services to those eligible within that population group. Subrecipient shall provide services in English, Spanish, Vietnamese, Chinese, and Korean. Other languages may be necessary and made available if needed. Subrecipient shall serve all areas of the North & South workforce designated region and shall have the capacity to outreach and recruit for the entire North & South Region, as identified in Section I.B.;
  6. Target population served by special projects may include, but are not limited to National Emergency Grants, Dislocated Worker Grants, veterans, re-entry population, substance abusers, individuals with multiple barriers, those with limited English proficiency, older adults, people with disabilities and other industry cluster occupation programs; and
  7. Former WIOA participants in need of continued services including community referrals, employment opportunities and follow-up.

**B. Participant Recruitment**

Subrecipient shall recruit individuals meeting eligibility criteria in accordance with WIOA regulations and in accordance with WIOA Section 134(c)(3)(E), 20 CFR Part 680.600-660 and TEGL 10-09. Subrecipient must provide individualized career services and training services funded with the appropriate WIOA formula funds, priority of service must be given to veterans, recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker population. WIOA adult program priority must be provided in the following order:

- i. Veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or who are basic skills deficient.
- ii. Individuals who are recipient of public assistance, other low-income individuals, or individuals who are basic skills deficient.
- iii. Veterans and eligible spouses who are not included in WIOA’s priority groups.
- iv. Other individuals not included in WIOA’s priority groups.

Subrecipient shall recruit WIOA eligible participants, determine eligibility for a sufficient number of WIOA participants, in numbers necessary to meet planned performance enrollment and expenditure levels and outlined in the “Budget Schedule” and “Performance Measures” Attachments-1, respectively.

1. Subrecipient shall recruit, and certify as eligible, a sufficient number of Adults and Dislocated Workers to meet planned enrollments at all service locations. Over enrolling is permitted and encouraged if funding is available and if caseloads are low, more direct placements may be necessary to ensure common measures are met, and/or to lessen the impact of files with gaps in services.
2. Subrecipient may recruit participants via any of the following methods, including, but not limited to:
  - a. Participants coming into the OC Workforce Solutions Centers and its affiliate locations;

- b. Notices to other community-based organizations;
- c. On-site visits by recruiters to strategic sites where target populations tend to reside;
- d. Referrals from other agencies;
- e. Intake and recruitment efforts associated with national labor exchange activities;
- f. Strategically located displays of recruitment posters, pamphlets and flyers at locations throughout the County;
- g. With approval from the County, presentations to promote WIOA awareness to various groups in the community; and
- h. With approval from the County, Out-stationing staff, as appropriate, at other locations within the County, including the County's Veterans Service Office (VSO).

**Subrecipient shall submit a WIOA Recruitment Plan to the County of Orange Director of Workforce Development by August 31, 2026. Plan should show how deliverables will be met.**

### C. Job Seeker Services

1. **CalJOBS Registration** shall be completed for all participants of the One-Stop System. Subrecipient shall be responsible for collecting and reporting all registration information into CalJOBS within five (5) working days of participant visit. Data collected at time of registration shall include all required elements (such as participant's name, address, date of birth, age, gender, e-mail address, phone number, veteran status, employment status, citizen status, barriers to employment, services requested, and employment goals).
2. **Availability of funds** in conjunction with individual need and eligibility guidelines, including WIOA Section 134(c)(3)(E) and 20 CFR Part 680.600-660, Subrecipient shall determine the combination of services appropriate for individual participants.
3. **Basic Career Services- Self-Assisted:** Basic Career Services are universally accessible and must be made available to all individuals seeking employment and training services. Basic Career Services shall be in alignment with customer centered design and have no requirements for registration, eligibility, qualifications or prioritization of services.

Self-Assisted Basic Career Services are described as:

1. Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;
2. Outreach, intake (including worker profiling), and orientation to information of other services available through the one-stop delivery system;
3. Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs;
4. Labor exchange services, including:
  - a. Job search and placement assistance, and, when needed by an individual, career counseling, including:
    - i. Provision of information on in-demand industry sectors and occupations (as defined in sec. 3(23) of WIOA); and
    - ii. Provision of information on non-traditional employment
  - b. Appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services other than those traditionally offered through the one-stop delivery system;
5. Provision of referrals to and coordination of activities with other programs and services, including programs and services within the one-stop delivery system and, when appropriate, other workforce development programs;
6. Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:

- i. Job vacancy listings in labor market areas;
  - ii. Information on job skills necessary to obtain the vacant jobs listed; and
  - iii. Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs.
7. Provision of performance information and program cost information on eligible providers of education, training, and workforce services by program and type of providers;
8. Provision of information, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system;
9. Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits under SNAP; assistance through the earned income tax credit; and assistance under a State program for TANF, and other supportive services and transportation provided through that program;
10. Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation.
- a. "Meaningful assistance" means:
    - i. Providing assistance on-site using staff who are well-trained in unemployment compensation claims filing and the rights and responsibilities of claimants; or
    - ii. Providing assistance by phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time.
  - b. The costs associated in providing this assistance may be paid for by the State's unemployment insurance program, or the WIOA adult or dislocated worker programs, or some combination thereof.
11. Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

4. **Resource Room:** The OC Workforce Solutions Center currently has a resource area or "resource room" containing computer workstations, equipment, and resources dedicated to the efficient and consistent provision of self-service activities. Customers have access to computers, printers, fax machines, copiers, and phones. There should be no limitations or restrictive use on this equipment as long as it is being used for appropriate job search activities. Additionally, space for workshops and other small group activities is available. The following services are offered:

- a. Wi-Fi connectivity to the internet;
- b. Microsoft Office Suite;
- c. Email capability;
- d. Local area resource directories;
- e. Résumé writing and cover letter templates;
- f. Career exploration resources;
- g. Career and skill self-assessment tools;
- h. Career, job, and labor market information;
- i. Career planning information; and
- j. Information on job search, interviewing and job retention.

5. **Resource Room Staffing** and oversight shall be the responsibility of the Workforce Solutions Operator; however, this responsibility may be shared by staff from Subrecipient and co-located partner agencies in the event of an emergency. All staff in the center's Resource Room shall have the ability to provide basic information on all partner programs participating in the One-Stop System (including those partners electronically linked and/or physically located outside the Center). Staff shall be able to provide

information about services available at the OC Workforce Solutions Center, labor market information, training, job information, and/or refer participants to other agencies. Staff shall also be able to assist participants in using photocopying and fax machines, as well as computers and accessing the internet.

6. **Assistive Technology** the Workforce Solutions Operator must ensure that assistive technology shall be available for those participants with hearing, vision, or speech impairments. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. Additionally, the physical layout of the room shall meet ADA requirements. In general, the Workforce Solutions Operator shall ensure facility accessibility including access to services such as interviewing and testing, and access to information, such as information technology equipment accessibility, and software accessibility. All Subrecipient staff shall be required to attend training in program access for individuals with disabilities and access to employment programs and services for the disabled.

The Subrecipient's staff is required to attend training in program access for customers with disabilities and specialized populations (i.e., homeless population, re-entry population, etc.) Special equipment shall be available for those customers who are hearing and seeing impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. The physical layout of the room must meet ADA requirement.

7. **Services for Persons with Disabilities:** Subrecipient shall assist persons with disabilities to access the wide variety of programs available to support their successful entry or re-entry into the workforce, connect such individuals to those programs, benefits, services and/or supports they provide and follow up to ensure that each individual is receiving the level of benefits, services and/or support needed. Subrecipient must ensure co-enrollment in DOR programs and all other appropriate programs that support self-sufficiency for individuals with disabilities when suitable.
8. **Basic Career Services, Staff-Assisted:** Staff-Assisted Basic Career Services are services that require the Subrecipients staff assistance to customers. Provision and receipt of these services triggers an individual to become a participant and be included in WIOA performance if the individual was provided services as part of the WIOA Adult and Dislocated Worker program.

Staff-Assisted Basic Career Services include the following:

- Initial assessment of skill levels, including literacy, numeracy, and English language proficiency, as well as aptitudes and abilities (including skills gaps);
  - Supportive services needs assessment;
  - Staff assisted job search;
  - Placement assistance (includes job matching, job referrals, and job development);
  - Career counseling, including staff assisted career guidance and provision of information on in-demand industry sectors and occupations, on nontraditional employment, and from career profiles and interest inventories;
  - Provision of information and assistance regarding filing claims or unemployment compensation, by which the OC Workforce Solutions Centers must provide meaningful assistance as described in WIOA to individuals seeking assistance in filing a claim for unemployment compensation;
  - Assistance in establishing eligibility for programs of financial aid; and
  - Provision of job club activities.
9. **Participant Eligibility Requirements:** Adults and Dislocated Workers who receive services funded under WIOA, other than self-assisted basic career services or informational activities, must be registered and determined eligible. Certain eligibility requirements must be met prior to registration and receipt of staff-assisted career services. Adults must be of age 18 or older, be compliant with the Military Services Act and be lawfully eligible to work in the United States. Dislocated workers must meet the above adult eligibility criteria as well as the dislocated worker requirements established in WIOA. Eligibility for WIOA Title I Career Services shall be conducted in a manner that will satisfy

local, State and Federal requirements. Subrecipient shall examine originals and or acceptable copies of documents, as appropriate, to establish the eligibility of participants and shall make copies of documents necessary to substantiate the eligibility of participants seeking WIOA services. Documents shall be placed in the participant's hard copy file and uploaded into the CalJOBS system. Participants not eligible for WIOA Title I Career Services will be referred to partner services and community resources within 24 hours of initial contact with a warm hand off approach.

- 10. Individualized Career Services:** Since WIOA is not an entitlement program, selection for a customer's participation in the program is a decision based on an assessment of the customer's needs, interests, abilities, motivation, and their prospects for successfully completing the program, available funding levels, and priority of service policy.

Through Individualized Career Services, individual obstacles to employment are identified and specific needs are determined to design a service package. Services may also be available to adult and dislocated workers who are employed or underemployed and are determined to be in need of intensive services to obtain or retain employment that allows for a path to self-sufficiency. Individual Career Services shall be provided to WIOA eligible adults and dislocated workers who are unable to obtain employment through Basic Career Services. Services shall also be made available to participants who are under-employed and/or incumbent workers.

Individualized Career Services consist of:

- a. **Objective and Comprehensive Assessments:** Objective assessments shall be staff assisted and shall be provided to all participants in individualized career services. Objective assessment of WIOA participants shall occur before participation in individualized career services or immediately following a referral from Basic Career Services.

Assessments shall result in the development of an Individual Employment Plan, as described below. Assessments shall consist of a comprehensive assessment, workplace documents, workplace observation and applied technology, an employment and education history, an interest inventory, skills inventory, barriers to employment, supportive services and training needs, and other relevant information. Subrecipient shall use and be proficient at administering the approved assessment tools for career services planning.

Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers may include diagnostic testing and use of other assessment tools and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals. The following assessment tools should be utilized when completing an initial assessment: Test of Adult Basic Education (TABE), Comprehensive Adult Student Assessment Systems (CASAS) for English language learner's, Basic English Skills Test (BEST), or Massachusetts Adult Proficiency Test (MAPT). ACT WorkKeys will be used for enrollment requirements only and is not intended to measure Educational Functioning Levels (EFL) for performance;

All WIOA adult or dislocated workers enrolled shall be assessed using one of the approved assessment tools along with an in-depth interview to identify employment barriers and appropriate employment goals.

- b. **Development of an Individual Employment Plan (IEP)** to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve their employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives.

The IEP shall identify the specific services needed to assist participants in securing a job, support services, as well as, ancillary services that may be required to overcome other issues impacting the ability to secure and maintain employment.

In developing a strategy for participants, Subrecipient shall consider those services available through other service providers in the community and shall refer participants to such services as needed. Activities to which participants are referred shall reflect a consideration of the participant's assessment, economic analysis and educational levels.

Individual Employment Plans shall be a collaborative effort, as appropriate, and shared with all One-Stop partners the participant is activity enrolled in. Whereas each partner, can contribute, coordinate, and monitor all planned activities to contributing to the participant's employment goals.

Subrecipient shall periodically, or at a minimum of once a month, reaffirm with the participant that the services and activities are appropriate as outlined in the IEP and shall modify the services and activities as necessary to meet their needs. Guidelines for IEP's are contained in the County of Orange WIOA Individual Initial Assessment and Individual Employment Plan Policy, WIOA Section 134(b) and 134(c), and 20 CFR Part 680.170.

- c. **Career Planning:** Career planning is considered a key component of service delivery and critical to the ultimate success of the customer and shall be provided to all enrolled participants. The Subrecipient shall ensure that it has an adequate amount of knowledgeable Case Managers to serve WIOA participants. The ratio of participants to Case Manager shall not exceed 85 participants to one (1) Case Manager. Subrecipient shall be responsible for tracking the participants progress and offer a participant-centered approach in the delivery of services that assist the participant in identifying and overcoming any barriers to obtaining and retaining employment, providing career and motivational counseling, act as an advocate on behalf of the participant and refer the participant to other programs and resources that can meet the needs that are identified in the IEP. Career Planning shall also be provided to those participants who are enrolled in training. Subrecipient shall have contact with participants through the range of activities provided up to and following placement in unsubsidized employment.

Subrecipient shall contact their participants at least once per month and provide a substantial service. Contact shall be in-person, via a web-based video conferencing system, i.e., Zoom, Microsoft Teams, Google Duo, etc., or over the phone. Documentation of all services provided shall be kept current in the participant's file and in CalJOBS. A substantial service does **not** include:

- i. A standard mailing;
- ii. A basic question answered with little expenditure of staff time;
- iii. Access to or use of electronic self-services;
- iv. A determination of eligibility to participate in the program;
- v. A self-described job search that does not result in a referral to a job; and/or
- vi. Contact with participant or employer to only obtain employment status, educational progress or need for additional services.

*Refer to the following for requirements and a complete discussion of this topic: TEGL 17-05, Sections A and B; WIOA Sections 134(b) and 134(c), 20 CFR Part 680.*

Subrecipient shall meet with the other service providers as needed to review participant performance and to address any issues that may arise.

Any changes of assignment to a Case Manager shall be transmitted to the participant in writing with a copy of the letter to be maintained in the participant's file.

Should the Case Manager be scheduled to be off for vacation or illness, Subrecipient shall ensure that other Staff are available to assist during that time and that all participants are properly notified;

- e. **Individual Career Counseling and Group Career Counseling** provide a participant, in a one-on-one or group setting, counseling and vocational guidance to assist the participant in achieving employment goals, and to make decisions regarding employment and/or training opportunities.
- f. **Internships and Work Experience** that are planned, structured learning experiences that take place in a workplace for a designated timeframe to provide individuals with opportunities for career exploration and skill development;
- g. **Workforce Preparation Activities** that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills;
- h. **Short-Term Prevocational Services**, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment;
- i. **Out-of-Area Job Search Assistance** helps an individual seeks, locate, apply for, and obtain a job out of their local labor market area;
- j. **English Language Acquisition** is a program of instruction designed to help eligible individuals who are English language learners achieve competence in reading, writing, speaking, and comprehension of the English language;
- k. **Resumes** shall be developed for all participants enrolled in Career Services. Resumes shall be reviewed and updated so that they remain current. Resumes shall be inserted into the participant's file and uploaded in CalJOBS. Resume modifications or adjustments conducted in collaboration with staff shall be outlined in the case notes to reflect services provided;
- l. **Supportive Services** shall be provided by the Subrecipient in accordance with the County of Orange Supportive Services Policy, WIOA Section 134(d)(2) and 20 CFR Part 680.900-970. Appropriate referrals to other services and programs shall also be provided;
- m. **Working with Program Partners**: Subrecipient shall work cooperatively with any Program Partner that is contracted with the County of Orange to provide ancillary services and/or other services for formula and/or discretionary grants. Services may also be divided amongst Subrecipient and Program Partners by industry sectors. Both Subrecipient and other Program Partners shall operate in a manner that results in what is best for the One-Stop System;
- n. **Job Placement**: One-on-one placement assistance is a critical function of Individualized Career Services. Subrecipient shall work closely with their participants to provide them with solid recommendations for pursuing job leads that match their individual skills, work history, and other abilities, and which have potential for employment. Subrecipient shall also work closely with Business Solutions Team in order to develop job leads and negotiate job opportunities for their participants. Maintaining positive relationships with

Business Solutions will lead to more effective outcomes; and

- 11. Follow-up Services: Subrecipient** shall provide follow-up services to participants who are placed in unsubsidized employment. Subrecipient shall conduct follow-up for Quarters 1, 2, 3 and 4 following the participant's exit. Follow up services are provided, as appropriate, to support participants in adult or dislocated worker workforce investment activities who have secured unsubsidized employment. Follow-up services shall be made available, on an as needed basis for up to twelve (12) months for all of the adults and dislocated workers who are enrolled and placed into unsubsidized employment. The intensity of appropriate follow-up services may vary among customers. Follow-up services may include but are not limited to: additional career planning and counseling; contact with the customer's employer, including assistance with work-related problems that may arise; peer support groups; information about additional educational opportunities, and referral to supportive services available in the community. The goal of these services is to ensure job retention, wage gains, and career progress for customers who have been referred to unsubsidized employment. Follow-up services must include more than only a contact attempt, or a contact attempt made for the purpose of securing documentation in order to report a performance outcome. The goal of these services is to ensure job retention, wage gains, and career progress for customers who have been referred to unsubsidized employment. Each contact shall be documented in the participant's file. Retention and follow-up services are pivotal to their success and the attainment of performance.

The Subrecipient shall provide follow-up services to participants who are placed in unsubsidized employment. Subrecipient shall conduct follow-up for Quarters 1, 2, 3 and 4 following the participant's exit. The intensity of appropriate follow-up services may vary among customers.

- 12. Duration of Participant Services:** To ensure expedient and efficient service to participants, the Subrecipient shall make all reasonable efforts to serve and exit all enrolled participants from the system within ten (10) months. Participants enrolled in training that is longer than 10 months and are making progress are exempt from this policy. Types of training services that may be provided based on suitability include:

- (a) Occupational skills training, including training for nontraditional employment;
- (b) On-the-job training;
- (c) Incumbent worker training (see Section 13 of this TEGE);
- (d) Programs that combine workplace training with related instruction, which may include cooperative education programs;
- (e) Training programs operated by the private sector;
- (f) Skill upgrading and retraining;
- (g) Entrepreneurial training;
- (h) Job readiness training provided in combination with the training services described in any of clauses (a) through (g) or transitional jobs;
- (i) Adult education and literacy activities, including activities of English Language acquisition and integrated education and training programs, provided concurrently or in combination with services provided in any of clauses (a) through (g); and
- (j) Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Subrecipient shall review their participant rosters on a monthly basis to ensure that participants are on track to reaching their employment and career goals. A list of participants who have been enrolled over 10 months must be submitted to the assigned County Contract Manager on the 10<sup>th</sup> day of every month with an explanation and justification as to why participant has not been placed in employment.

- 13. Case Management:** Case Managers shall utilize customer-centered approaches when providing career services/case management. The Case Managers shall help WIOA participants identify their needs through the use of motivational interviewing, soft skills and customer centered thinking.

In addition, the Case Managers shall actively engage with WIOA participants at a minimum of one time per month with the understating that each participant will require a unique method of approach. Engagement should include more than only a contact attempt, or a contact attempt made for the purposes of securing documentation. Case management shall be empathetic and collaborative in nature and should, prioritize the needs of the participant.

Case management shall be comprehensive in nature and shall include the following activities:

1. Comprehensive assessment and periodic reassessment of individual needs, to determine the need for any employment, educational, social, or other services. These assessment activities include the following:
  - (i) Collecting client history.
  - (ii) Identifying the needs of the individual and completing all required documentation.
  - (iii) Gathering information from relevant sources, such as family members, medical providers, social workers, and educators (if necessary) to form a complete assessment of the eligible individual.
2. Development (and periodic revision) of a specific care plan based on the information collected through the assessment, that includes the following:
  - (i) Specifies the goals and actions to address the employment, educational, and other services needed by the eligible individual.
  - (ii) Activities such as ensuring the active participation of the eligible individual and working with the individual and others to develop those goals, and
  - (iii) Identifies a course of action to respond to the assessed needs of the eligible individual.
3. Referral and related activities (such as scheduling appointments for the participant) to help the eligible participant obtain needed services, including activities that help link the individual with employment and educational providers or other programs and services that can provide needed services to address identified needs and achieve goals specified in the care plan.
4. Monitoring and follow-up activities, including activities and contacts that are necessary to ensure that the care plan is effectively implemented and adequately addresses the needs of the eligible individual, and which may be with the individual, family members, service providers, or other entities or individuals and conducted as frequently as necessary, and including at least one annual monitoring, to help determine whether the following conditions are met:
  - (i) Services are being furnished in accordance with the individual's care plan.
  - (ii) Services in the care plan are adequate.
  - (iii) There are changes in the needs or status of the eligible individual. Monitoring and follow-up activities include making necessary adjustments in the care plan and service arrangements with providers.
5. Case management may include contacts with non-eligible individuals that are directly related to the identification of the eligible individual's needs and care, for the purposes of helping the eligible individual access services, identifying needs and supports to assist the eligible individual in obtaining services, providing Case Managers with useful feedback, and alerting Case Managers to changes in the eligible individual's needs.

- 14. Partner Referrals:** The OCWDB has implemented a procedure to streamline the referral process for WIOA service providers and WIOA OC Workforce Solutions partners. This process allows service providers and partners to send and receive referrals by using the CalJOBS system. Subrecipient will have access to send and receive referrals in CalJOBS.

Subrecipient will be required to utilize the CalJOBS referral system to make and receive referrals, as well as be responsible for monitoring the Staff Referrals Report in CalJOBS.

Subrecipient will also be required to develop a process for responding to referrals not sent via the CalJOBS System

- 15. Co-enrollment:** If Subrecipient deems it is in the best interest of the participant to be co-enrolled into multiple programs to access services not available through the primary program, the participant may be co-enrolled with prior County approval. The Subrecipient shall ensure services are not duplicated between workforce programs and are provided in accordance with the OCWDB Co-Enrollment Policy.

- 16. Training Services** shall be made available to WIOA Title I eligible adults who are low income and public assistance recipients and individuals who are basic skills deficient in accordance with WIOA Section 134(c)(3)(E) and § 680.600. Training services provided to WIOA adults will follow participant selection based on priority of services. Dislocated Workers who have met the eligibility criteria and are unlikely to return to their previous occupation or industry, as stated in the County of Orange WIOA Adult & Dislocated Worker Programs - Participant Eligibility Requirements Policy, may also be eligible to receive training services. Upon completion of orientation and assessments, participants may be deemed appropriate for training services if the participant is unlikely to obtain or retain self-sufficient employment. Training programs should focus on in-demand industry sectors or occupations in demand in the area. Training services shall be designed to equip individuals to enter the workforce and retain employment. Training activities are reserved for individuals who are unable to obtain/retain employment without training in a specific skill set or demand occupation. No WIOA participant may be referred to training or education without first having been assessed by the Subrecipient.

Under WIOA training services may be provided if the Case Manager determines, after conducting an interview, an evaluation, or assessment, and career planning, that the individual:

- Is unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services alone;
- Is in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment;
- Has the skills and qualification to successfully participate in the selected program of training services;
- Is unable to obtain grant assistance from other sources to pay the costs of such training, including such sources as State-funded training funds or Federal Pell Grants established under Title IV of the Higher Education Act of 1965, or requires WIOA assistance in addition to other sources of grant assistance, including Federal Pell Grants (20 CFR 680.230 and WIOA sec. 134 (c) (3) (B) contain provisions relating to fund coordination);
- Is a member of a worker group covered under a petition filed for TAA and is awaiting determination. If the petition is certified, the worker may then transition to TAA approved training. If the petition is denied, the worker will continue training under WIOA;
- Is determined eligible in accordance with the State and local priority system in effect for adults under WIOA sec 134 (c) (3) (E) if training services are provided through the adult funding stream; and
- Selected a program of training services that is directly linked to the employment opportunities in the local area or the planning region, or in another area to which the individual is willing to commute or relocate.

Training Services may include:

- a. **Occupational Skills Training**: an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels.
- b. **Individual Training Account (ITA)**: a training option that is made available to an eligible participant when it is determined that it will be unlikely that the participant will be able to obtain or retain reemployment which leads to self-sufficiency or higher wages from previous employment through basic career services alone and on the basis of an individualized career assessment. ITA's shall be selected by the participant. Participants shall choose career training with Eligible Training Providers who are on the online database, I-TRAIN, and must demonstrate that they have the skills and qualifications to successfully participate in a post-secondary degree program or a recognized post-secondary credential. The ITA shall be limited in cost and duration and must result in employment that leads to economic self-sufficiency or wages higher than those from previous employment. ITA shall be made available to participants who are unable to obtain financial assistance and/or grant assistance from other sources such as State-funded training funds, Federal Pell Grants, scholarships, instructional grants or Trade Adjustment Assistance (TAA). ITA may only be used to pay the cost for training provided by the Orange County Workforce and Economic Development Division approved Eligible Training Providers who are on the online database, I-TRAIN, that lead to an industry credential or degree in an in-demand occupation. Only those training providers who are on I-TRAIN and are approved for use of WIOA are able to redeem ITA's for payment. ITA must be supported by assessment and informed decision making and may only be provided to participants who demonstrate need.
- c. **Entrepreneurial Training**: A series of trainings or workshops that provide the basics of starting and operating a small business.
  - i. Such training must develop the skills associated with entrepreneurship. Such skills must include but are not limited to, the ability to:
    - Take initiative;
    - Creatively seek out and identify business opportunities;
    - Develop budgets and forecast resource needs;
    - Understand various options for acquiring capital and the trade-offs associated with each option; and
    - Communicate effectively and market oneself and one's ideas.
  - ii. Approaches to teaching entrepreneurial skills include, but are not limited to, the following:
    - Entrepreneurship education provides an introduction to the values and basics of starting and running a business. Entrepreneurship education programs often guide individuals through the development of a business plan and may also include simulations of business start-up and operation.
    - Enterprise development provides support and services that incubate and help individuals develop their own business. The enterprise development program goes beyond entrepreneurship education by helping participants access small loans or grants that are needed to begin business operation and by providing more individualized attention to the development of viable business ideas.
    - Experiential programs provide individuals with experiences in the day-to-day operation of a business. These programs may involve the development of a participant-run business where participants in the program work in and manage. Or, they may facilitate placement in apprentice or internship positions with

entrepreneurs in the community.

- d. **Job Readiness Training:** Training a participant receives in order to prepare them to seek, obtain, and retain employment. Training and/or instruction shall include the following:
- i. Preparing a resume or job application
  - ii. Preparing a cover and thank you letters
  - iii. Work-focused career exploration
  - iv. Training in interviewing skills
  - v. Training in effective job seeking
  - vi. Instruction in workplace expectations
    - Behavior on the job
      - Getting along with co-workers/boss
      - Being reliable and on-time
      - Filling out paperwork (for example, completing time sheets)
    - Appropriate work attire
- e. **Adult Education and Literacy:** Training that assists adults with developing the basic skills they need for employment such as English language proficiency (reading and writing), math, and basic problem-solving skills and integration education and training programs, provided concurrently or in combination with other training services. Training shall also be provided to assist adults with obtaining a High School Diploma or a General Education Diploma (GED).
- f. **Programs that combine workplace training with related instruction, which may include cooperative education programs.**
- g. **Training programs operated by the private sector that assist job seekers with developing skills and competencies that will assist them in obtaining unsubsidized employment.**
- h. **Training programs operated by the private sector;**
- i. **Skill Upgrading and Re-training:** Training that supports individuals in the workplace to learn new skills and adapt to workplace change.
- j. **Customized Training:** Training designed to meet the special requirements of an employer and must be conducted with a commitment by an employer or a group of employers to employ an individual upon successful completion of the training.
- k. **Financial Literacy:** training that is designed to increase economic self-sufficiency. Training shall include the following elements:
- i. A proven curriculum that supports the ability of participants to create household budgets, initiate savings plans, and make informed financial decisions about education, retirement, home ownership, wealth building, or other savings goals;
  - ii. A proven curriculum that supports the ability of a participant to manage spending, credit, and debt, including credit card debt, effectively;
  - iii. Activities that increase the participant's awareness of the availability and significance of credit reports and credit scores in obtaining credit, including determining their accuracy (and how to correct inaccuracies in the reports and scores), and their effect on credit terms;
  - iv. A proven curriculum that supports the participant's ability to understand, evaluate, and compare financial products, services, and opportunities; and
  - v. Activities that address the particular financial literacy needs of non-English speakers,

including providing support through the development and distribution of multilingual financial literacy and education materials.

1. **Work-Based Training** provides more opportunities for workers to earn income while gaining critical job skills. Subrecipient shall ensure WIOA participants participating in work-based training do not replace regular employees and infringe on the promotional opportunities of currently employed individuals. Subrecipient shall comply with Federal, State and local worker displacement prohibitions.
  - i. **On-the-Job Training (OJT)**: Training by an employer that is provided to a paid participant while engaged in productive work in a job that:
    - Provides knowledge or skills essential to the full and adequate performance of the job;
    - Provides wage reimbursement to the employer for the extraordinary costs of providing the training and additional supervision related to the training; and
    - Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.
  - ii. **Work Experience (WEX)**: Work experience is a planned, structured learning experience that takes place in a workplace and provides participants with opportunities for career exploration and skill development. Work experience programs can be paid or un-paid.
  - iii. **Transitional Jobs**: Transitional Jobs are a type of work experience that can be provided under WIOA and are considered individualized career services. Transitional jobs are limited and wage-paid work experiences that are subsidized up to 100 percent. These jobs are in the public, private, or nonprofit sectors and are only available for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history as determined by OCWDB. Transitional jobs provide an individual with work experience while demonstrating success in an employer-employee relationship and developing skills in which the program provider generally acts as the employer, and with an opportunity to develop important workplace skills.
 

The service must be combined with career and supportive services. These jobs must be designed to establish a work history for the individual, demonstrate success, in the workplace, and develop the skills that lead to entry into and retention in unsubsidized employment.
  - iv. **Pre-Apprenticeship Training** and curriculum is based on industry standards, approved by documented registered apprenticeship partners(s), and prepares the participant with the skills and competencies needed to enter one or more registered apprenticeship program(s). Pre-apprenticeship training must have a documented partnership with at least one registered apprenticeship program.
  - v. **Registered Apprenticeship Training** is a combination of On-the-Job Training (OJT) and related classroom instruction under the supervision of a journey-level craft person or trade professional in which workers learn the practical and theoretical aspects of a highly-skilled occupation.
  - vi. **Incumbent Worker Training (IWT)** is work-based training and up-skilling designed to ensure that employees of a company can acquire the skills necessary to retain employment and advance within the company, or to acquire the skills necessary to avert

a layoff. Incumbent worker training is responsive to the special requirements of an employer or a group of employers in partnership with other entities for the purposes of delivering training to:

- Help avert potential layoffs of employees;
- Increase the skill levels of employees so they can be promoted within the company and create backfill opportunities for the employers

- m. Subrecipient shall refer each participant to the most appropriate activity as determined from the IEP. Not every participant will need or desire training. Training activities shall be provided to those participants who clearly cannot obtain or maintain employment in a specific skill set or demand occupation. Successful completion of training courses shall lead to recognized credentials or their equivalent;
- n. Subrecipient shall seek other non-WIOA funded training and shall use Pell Grants to offset WIOA funds. An individual may enroll in training services prior to the award of a Pell Grant as long as the Subrecipient ensures that the Pell Grant has been applied for and has evidence of documentation in the participant's file. Other training offered by a post-secondary education institution, adult education and/or Regional Occupational Program (ROP) shall be considered prior to the use of WIOA funding. Once it is determined that vocational training is desired and appropriate for the participant, Subrecipient and participant shall look at the training programs that are available that relate to the participant's interests, skill sets and objective assessment outcomes;
- o. Subrecipient shall provide individualized Job Placement assistance no later than when the participant reaches 75% of training completion to ensure that the training leads to unsubsidized employment in a related field;
- p. Subrecipient shall report any relevant information pertaining to work-based, OJT and ITA training programs that could affect current and future outcomes (dropouts, issues or discrepancies with the program, etc.) to their OCWDB Grants Manager within five (5) business days. OCWDB will relay the information to South Bay WIB. All changes and updates shall also be documented on CalJOBS.
- q. Successful completion of training courses must lead to recognized certificate/credential or their equivalent and attainment of unsubsidized employment. A certificate is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed and/or endorsed by employers;
- r. Senate Bill 734 requires an amount equal to at least 30% of the combined total of Adult and Dislocated Worker WIOA formula fund allocations. **Subrecipient shall be responsible for spending no less than 30% of Contract award on training.** A portion of the minimum training expenditure requirement (up to 10% of the combined total of the Adult and Dislocated Worker formula fund allocation) may be met by applying designated leveraged resources used for training services).
- s. Subrecipient shall have a thorough mechanism and system for tracking training expenditures, including match funds for training expenditures. This system shall be sufficient for the Subrecipient to both manage their internal performance goals in relation to SB 734, and report to the County of Orange on a monthly basis.
- t. To address the provisions of SB 734 and state-imposed requirements, the County of Orange identified and established training investment expectations that support skills development and occupational skills training services for WIOA Adult and Dislocated Worker formula-funded

programs. Any changes related to this State requirement will be formally communicated to the Subrecipient.

- 17. Career Pathways:** Under WIOA, the County, in coordination with service providers and partners, will continue to lead efforts in the area to develop and implement career pathways by aligning the employment, training, education and supportive services that are needed by adults and dislocated workers to gain employment. Initiatives will be developed to identify employment needs of employers within identified sectors and occupations. Efforts will include enhancing communication, coordination, and collaboration among employers, educational partners, economic development entities, and service providers to develop and implement strategies for meeting the employment and skill needs of workers and employers.

The term “career pathway” means a combination of rigorous and high-quality education, training, and other services that:

- Aligns with skill needs of industries in the economy of the state or regional economy involved;
- Prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the act of August 16, 1937 (commonly known as the “National Apprenticeship Act”; [https://www.doleta.gov/oa/Original\\_fitifact\\_code.cfm](https://www.doleta.gov/oa/Original_fitifact_code.cfm));
- Includes counseling to support an individual in achieving the individual’s education and career goals;
- Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
- Enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and
- Helps an individual enter or advance within a specific occupation or occupational cluster.

The County’s vision includes strategies that will guide adults and dislocated workers towards various training and/or employment pathways. Career pathways are intended to develop participants’ core academic, technical and employability skills, connecting them to necessary preparation, education and training that will ultimately result in high-demand, high-opportunity jobs. Participants shall be given the necessary tools to help them better navigate the many options that will enhance their vocational objectives. Industry recognized credentials and portable credentials provide an important advantage in the labor market, allowing individuals to work toward both short and long-term employment and career goals. In connection with a career pathways approach, Subrecipient shall incorporate innovative program design components relative to industry related credentials and portable credentials in their Applications.

Utilizing regional labor market information and a sector strategy approach, successful programs shall demonstrate a keen understanding of the role of labor market information in implementing a career pathways approach to service delivery. Additionally, WIOA Title I Case Managers shall ensure that the role of labor market information and the career pathway is clearly discussed, understood, and agreed upon by the participant and documented as such in their IEP and case file.

- 18. Participant Flow Chart** for Basic Career Services, Individualized Career Services, training, placement and follow-up services shall be updated to reflect any system changes. Flow charts shall indicate the movement of participants through the One-Stop system.

- a. The County’s quality of service goal is to ensure that customers served by the OC Workforce

Solutions Center's receive assistance that commensurate with their individual needs, delivered by professional staff, resulting in the satisfaction that supersedes their expectations, and acknowledging that self-sufficient employment is the goal. The County recognizes that such an approach places a premium on direct interaction with well-qualified workforce professionals. The customer flow and referral process ensure that customers who are identified, or who self-attest, as needing more focused assistance will have access to in-depth services, including academic and career counseling, to aid them in attaining employment.

- b. It is imperative that the Subrecipient emphasizes need-based differentiation in serving participants, endowing workforce professionals with the capability and duty to determine the best and most appropriate level of service for each customer. The Subrecipient shall ensure that customers entering the OC Workforce Solutions Center receive the appropriate services and referrals. Subrecipient is tasked with developing a need-based service differentiation strategy and integrating it within the existing system once approved by the County. An effective customer flow will allow for:
- **Resource Leveraging:** Leverage existing resources by collaborating within the workforce ecosystem, reducing duplication of services, and optimizing resource allocation.
  - **Co-enrollment Strategies:** Participants are co-enrolled in multiple programs when beneficial, allowing them to access a broader range of services without redundancy.
  - **Continuous Improvement:** Regularly review and update processes based on feedback and performance data to ensure continuous improvement in service delivery.
- c. Case Manager caseloads shall be set at no less than a ratio of 1:100 at any point in time. This caseload ratio is for those in basic career services that are staff assisted, individualized career services, including training activities, and follow-up services. The Subrecipient shall be committed to take on caseloads of customers already in the system in all stages of service levels, individualized career services, training, and follow-up. Some files may be incomplete due to loss of contact, or low customer satisfaction. The Subrecipient must make a documented effort to capture positive performance on these customers and/or integrate them into quarterly cohorts to achieve performance.
- d. All OC Workforce Solutions Center participants shall have access to and be encouraged to utilize Basic Career Services. Customers who enter the OC Workforce Solutions Center to receive assistance with an unemployment insurance claim or any other service offered by the OC Workforce Solutions Center partners, are to be encouraged to take advantage of other services at the OC Workforce Solutions Center.
- e. Certain collected demographic information such as education level and length of unemployment may indicate that a customer could benefit from more individualized attention. Those customers without a high school diploma or high school equivalency, those unemployed, and customers who did not meet the requirements for the desired position with a company will be referred to speak to a WIOA Title I Case Manager about additional services, such as WIOA case management, as soon as possible.
- f. In addition, any customer who requests additional, individualized services should be referred to speak to a WIOA Title I Case Manager about receiving WIOA case management and other services. Customers who self-identify or are listed in the WIOA case management database as certified Trade Adjustment Assistance (TAA) participants should be referred to speak to a Case Manager for any Reemployment and Eligibility Assessment (REA) or Worker Profiling and Reemployment Services.
- g. Customer Flow Charts for initial engagement, self-directed services, staff-directed services,

training, and follow-up services shall be updated to reflect any system changes. Flow charts shall indicate the movement of customers within the system along with approximate time frames. For customers enrolled longer than 10 months, justification shall be submitted to the County Project Manager.

All referrals to partners shall be made utilizing the CalJOBS referral system.

**Subrecipient shall provide a WIOA participant flow chart to the County Program Manager by July 31, 2026.** WIOA clarifies that individuals receiving services in the OC Workforce Solutions Center must receive the service that is needed to assist the individual to meet his or her job search goals and does not need to follow a fixed sequence of services that may not be necessary to effectively serve the individual. Maximum time frames for each service component must be included on the flow chart. Services shall be in alignment with customer centered design. Services shall be provided within time frames, as determined reasonable by the County of Orange.

- 19. Internal Policies and Procedures** for all OC Workforce Solutions Center operations and administration shall be developed by the Subrecipient. All current Policies and Procedures shall be reviewed to ensure full compliance with the WIOA. **Subrecipient shall provide a copy of all Policies and Procedures to the County of Orange Program Manager by August 31, 2026.**
- 20. Business Services Team Collaboration:** Subrecipient staff shall be made available upon request by the County Director of Workforce Development and/or the County of Orange Workforce and Economic Development Division Business Solutions team to participate in Workforce Development Projects for Businesses. Projects shall include, but not be limited to, job fairs, targeted recruitments, incumbent worker training programs, business workshops, layoff aversion, and rapid response activities. Subrecipient shall make a good faith effort to collaborate and share resources with the County of Orange Workforce and Economic Development Division Business Solutions team, County identified partners, and OC Workforce Solutions Center Operator to maximize effectiveness in serving Orange County businesses.

#### **IV. SPECIAL PROGRAMS**

Subrecipient shall ensure that all programs shall have cross-trained staff available to cover vacancies on all special projects or contracted related activities.

##### **A. Other Special Programs**

- 1. Program Description and Subrecipient Responsibilities:** On an ongoing basis, the County of Orange applies for and receives discretionary grants from various funding sources. The discretionary grants fund a variety of projects that target specific populations, industries, or workforce innovations. When awarded these grants, it is the County of Orange's sole discretion to determine if Subrecipient will be selected to deliver the intended project. If Subrecipient is selected, an amendment to this Agreement will be executed to include the scope of work, responsibilities and related budget to said project. Subrecipient will be required to adhere to all performance plans, reporting requirements, regulations, participant service plans and other goals and objectives as they relate to said project.
- 2.** Subrecipient shall work collaboratively with all Partner Agencies contracted by the County of Orange to provide supplemental or services within the One-Stop System.

#### **V. PERFORMANCE**

- A. Performance Measures:** The WIOA requires an accountability system to determine the effectiveness of services provided through the One-Stop System. Subrecipient shall meet or exceed required Federal, State and local standards, measurements and outcomes of all funding streams included in this Agreement.

Subrecipient shall work to ensure quality program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the County of Orange. 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. If the Subrecipient fails to meet levels of performance agreed to in this Agreement, the County of Orange may take corrective action. The corrective action may include appropriate measures designed to improve the performance of the local area.

**B. MIS Submission/Reporting:** Subrecipient shall adhere to Management Information System (MIS) procedures for data entry, timelines, and reporting requirements. Comply with the CalJOBS Reporting Timeline Policy, EDD Directive WSD 24-13 and subsequent updates for complete information and guidance. In addition, the Subrecipient shall:

1. Comply with all WIOA performance requirements; Applicable MIS data shall be entered into CalJOBS as soon as possible, or within five (5) business days after providing a service and when claiming any positive results; and
2. Comply with Data Verification requirements listed in the WIOA Adult & Dislocated Worker Programs Participant Eligibility Requirements Policy, Selective Service Registration Policy, Eligibility Verification Form Policy, and Authorization to Work Verification Requirements Policy, EDD State Directive WSD 24-04, and any subsequent updates. Refer to the latest County of Orange policies, State Information Notices and Directives, and subsequent updates for complete information and guidance.
3. Subrecipient shall input data timely in the data reporting system(s), or, if applicable, submit MIS paperwork for all participant activities and necessary updates in participant information and activities for input into the data reporting system as defined in the County of Orange CalJOBS Reporting Timeline Policy. Failure to submit timely information may result in penalties including de-obligation of funds or termination of this Agreement;
4. Subrecipient shall use the most current templates provided by the County of Orange. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;
5. Subrecipient shall review and approve all paperwork prior to submission to the County of Orange;
6. 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;
7. Subrecipient shall comply with the Common Measures as defined in TEGL 17-05, WIOA Section 116 and 20 CFR Part 677.150-210;
8. Subrecipient shall comply with data verification requirements listed in the latest County of Orange policy and any subsequent updates;
9. Subrecipient shall immediately implement and adhere to future policy revisions and changes or enhancements in procedures and processes pertaining to MIS submission and reporting including data entry and data management.

The Subrecipients performance statistics are evaluated and reported on a quarterly basis. Performance (such as '90-day-no-service rule', enrollments, employment, retention, credentials, wages, exits, and follow-ups) will be reviewed on a regular basis.

Activities/Services (such a workshops, IEPs, assessments, partner-funded services and activities, and supportive services, etc.), as documented in customer files, are reviewed during technical assistance and

monitoring visits.

- C. **ITA Vouchers**: Training institutions will be required to invoice the Subrecipient based on the information on the ITA Voucher. All invoices must include documentation that a fully executed voucher has been authorized by the Subrecipient prior to the start of a training and proof of payment. Independent reviews, validation, and payment of all invoices, and documentation of performance outcomes shall be conducted by the Subrecipient. It is the responsibility of the Subrecipient to manage the documentation of authorization and obligation of allocated ITA funds in accordance with the County of Orange Individual Training Account (ITA) Policy.
1. Subrecipient Reimbursement: Subrecipient's reimbursement of ITAs shall be submitted to the County of Orange. Approval of payments are contingent on verification of documentation of payment and will be subject to a review of eligibility based on documentation.
  2. Quarterly Reconciliation: On a quarterly basis, Subrecipient will reconcile, review, and report the status of ITA funding activities with Training Providers to the County of Orange. A tracking form will be provided by the County of Orange.

**ITA processing will be the direct responsibility of the Subrecipient from July 1, 2026 through June 30, 2027.**

- D. **Supplemental Income**: If employment status of the participant is confirmed through supplemental information, follow-up forms reporting this supplemental information shall be entered into CalJOBS. Subrecipient shall submit information for participants who have exited the program 'Not Found' in Unemployment Insurance (UI) Base Wage Records. Subrecipient shall be responsible for analyzing wage records data.
- E. **Regional/State Plans and County of Orange Initiatives**: Deliverables and/or goals pertaining to One-Stop operations and 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 Agreement renewal. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or termination of this Agreement.

**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.

2. Authorized signatures for execution of documents, amendments, budget modifications and invoices are limited to those individuals identified in the Authorized Signature Form. **The form will be provided to the County Program Manager by July 31, 2026.**
3. Invoice templates and any necessary updates thereof shall be provided by the County.

**All program invoices are due in good order to the Orange County Community Resources (OCCR) Accounting Office by the tenth day (15<sup>th</sup>) following the month being reported.**

**4. 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;
- Program specific sub-categories supporting documentation are included on the invoice (i.e receipts, bank statements, canceled checks, etc.);
- Any temp staff charges are reported separately;
- OJT/Customized Training log in County of Orange-provided spreadsheet must accompany invoices.

Invoices with errors will be returned to Subrecipient for re-submission. Calendar processing starts over each time an invoice is returned not in good order.

**A master salary spreadsheet identifying all staff and their allocation across programs AND a master invoice spreadsheet identifying all cost and their allocation across programs shall be submitted to the County Program Manager or designee by August 31, 2026 and ongoing.**

**H. Budgets and Budget Modifications**

1. Budgets contained in “Budget Schedule” Attachment of this Agreement are high-level budgets. Budget templates will be provided by the County of Orange. Invoices shall be submitted based upon these detailed budgets.
2. Budget modifications are limited as outlined in the County of Orange Contract Modifications Policy and Procedures and will not be allowed after the third quarter of the Contract’s fiscal year term. Modification requests must be submitted no later than March 31<sup>st</sup> of each fiscal year, however, third quarter ending may vary based on contract term.
3. County of Orange initiated adjustments do not count towards the three allowed each year.

**VI. VISION FOR ONE-STOP OPERATIONS**

Subrecipient shall implement a model that:

- A. Takes a customer-centered, culturally competent approach to mitigate barriers, prepare and empower all job-seekers;

- B.** Utilizes innovative career pathways and training programs tailored to high-value sectors based on input from the Orange County Director of Workforce Development, the Orange County Workforce Development Board, Employers, Workforce Solutions Operator, and the County of Orange.

The OCWDB has identified 5 key strategic growth sectors:

- a. Advanced Manufacturing
- b. Energy, Construction, and Utilities
- c. Healthcare
- d. Hospitality and Tourism
- e. Information Technology

These sector-based initiatives align education, training, and support services to create talent pipelines for in-demand occupations.

- C.** Engages in Career and Technical Education (CTE) training programs with educational partners; and
- D.** Increases middle-skill certification in OC high-growth sectors.

The Subrecipient shall implement a system that is structured on: key state workforce policy objectives; the OC Regional/Local Plans, Economic Development Strategy, and all other white reports and resources identified by the Orange County Director of Workforce Development. The Subrecipient shall also coordinate and integrate services with partners by co-locating, sharing a common referral system and blending/braiding funds.

**VII. INNOVATIONS TO BE IMPLEMENTED**

- A. Staff Co-location with Partners:** Subrecipient shall use partner-sites for office-hours and community portals to bring programs and resources to potential participants who may be unaware of WIOA or unable to commute.
- B. Special Population Etiquette:** Subrecipient shall provide expert-led training on how to support the needs of multi-ethnic, culturally diverse, people with disabilities and/or justice-involved participants.
- C. Hallmarks of Excellence:** The OCWDB and the County envision a workforce system distinguished by the following Hallmarks of Excellence:
  - Workforce solutions are driven by the needs of businesses and workers.
  - Workforce Solutions Centers provide excellent customer service to all jobseekers and employers, with an emphasis on continuous improvement.
  - The workforce system supports strong regional economies and plays an active role in community and workforce development.

**VIII. 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:**

I. COORDINATION	Due Date
Operating Agreement with OC Workforce Solutions Center	Upon Execution

Operator	
Program Delivery Policy and Procedures	July 31, 2026
<b>II. SERVICE STANDARDS</b>	<b>Due Date</b>
Verification of all internal monitoring	Upon Request
Monthly Reports with at least one (1) Success Story	10 <sup>th</sup> day after the end of each month
10 Month Duration of Services Participant List	10 <sup>th</sup> day after the end of each month
Organizational Chart	July 31, 2026
Quality Assurance and Internal Monitoring Procedures and Schedule	August 31, 2026
Information Technology (IT) usage policy	July 31, 2026
Analysis of participant flow, program delivery, career planning strategies and tools, business process and service improvement	July 31, 2026
ADA Compliance Checklist for the primary location where WIOA services are being provided	As needed
Code of Conduct Acknowledgement Forms	July 30, 2026
Nondiscrimination and EO Self-Assessment	As needed
EO and Complaint Logs	January 31, 2027
Staff Training / Capacity Building Plan	August 31, 2026
<b>III. SERVICE DELIVERY</b>	<b>Due Date</b>
WIOA Participant Flow Chart	July 31, 2026
Detailed Outreach and Recruitment Plan	July 31, 2026
List of workshops	July 31, 2026, and ongoing
Internal Policies and Procedures	August 31, 2026
Forms and Marketing Materials, if applicable	July 31, 2026, and ongoing
<b>V. PERFORMANCE</b>	<b>Due Date</b>
ITA Vouchers	As specified by County of Orange policy
Corrective Action Plans, as applicable	As directed by County of Orange staff
Invoices	15 <sup>th</sup> of each month (except for 11 <sup>th</sup> and 12 <sup>th</sup> month invoices are due on the 10 <sup>th</sup> )
Leverage Resources Report	Quarterly
Master Salary Spreadsheet	August 31, 2026, and ongoing
Master Invoice Spreadsheet	August 31, 2026, and ongoing
Detailed line-item budget	Prior to submission of July invoice

Detailed performance metrics	July 31, 2026
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## ATTACHMENT B PAYMENT AND COMPENSATION

### I. COMPENSATION

This is a cost reimbursement Contract between the County and the Subrecipient for up to \$4,185,000 beginning July 1, 2026 through June 30, 2027, \$1,841,400 for the Adult Program and \$2,343,600 for the Dislocated Worker Program. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services including, but not limited to, the Career Edge Platform and Career Edge 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 3 and 15 of the County's General Terms and Conditions.

### II. BUDGETS

- 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 County for approval. Budget templates will be provided by the County 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 shall be submitted as specified below upon the completion of the services/activities and approval of the County. Subrecipient shall reference Contract number on invoice. 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



processed in accordance with the County's routine procedures. 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 19 (Compliance with Law – Contract) of this Contract.

Payments made by the County shall not preclude the rights 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**

A. Subrecipient shall submit an invoice(s) and other substantiating reports as County may require, all in a form satisfactory to County, by the fifteenth (15<sup>th</sup>) day of each month. If the 15<sup>th</sup> 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.

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

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

D. 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)

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

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



**V. CLOSE-OUT DEADLINES:**

- A. The 11<sup>th</sup> month invoice is due on the 10<sup>th</sup> of the 12<sup>th</sup> month of the contract without exception. 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 12<sup>th</sup> month close-out invoice is due on the 10<sup>th</sup> the 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 the 12<sup>th</sup> month invoice estimates by the 10<sup>th</sup> of the 12<sup>th</sup> month of the contract. Estimates must be projected based on anticipated actual expenditure.
- E. Any late submission for the 11<sup>th</sup> and 12<sup>th</sup> 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.

**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.

**ATTACHMENT C  
BUDGET SCHEDULE**

**WIOA Title I Career Services – Adult Career Services**

**I. Subrecipient’s Budget (July 1, 2026 – June 30, 2027)**

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

<b>ADULT CAREER SERVICES</b>	
Program Cost	\$1,601,217.00
Administrative Costs	\$240,183.00
<b>AMOUNT NOT TO EXCEED</b>	<b>\$1,841,400.00</b>
30% Training Costs	\$552,420.00

Upon approval by the Orange County Board of Supervisors and/or the County – 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 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 the 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 – mileage reimbursement specified for each program.
- D. Rent – total, specified for each program.
- E. Property/Equipment - detailed descriptions and unit costs, specified for each program.
- F. Supplies – to include items that do not qualify as property, specified for each program.
- G. Contractual Costs (Consultants/Professional Services) – subcontract and consultant cost detail, specified for each program.
- H. Other – Facilities, operating expenses, and other ordinary and necessary costs specified for each program.
- I. Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.
- J. Subcontractor Services – summary costs for subcontracted programs, specified for each program.

#### **IV. Indirect Cost Rate**

- 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. The indirect costs de minimis rate shall not exceed 15% of the Subrecipient's MTDC.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, travel and up to the first \$50,000 of each Subrecipient's subcontractor. 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 Subrecipient's subcontractor in excess of \$50,000. Other items may be excluded when necessary to avoid a serious inequity in the distribution of indirect costs as determined and approved by the County.

- B. Subrecipients requesting reimbursement for indirect costs exceeding the maximum ten percent (15%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.
- C. Subrecipients that do not have a current Federal negotiated indirect cost rate (including provisional rate) may elect to charge a de minimis rate of up to 15 percent of modified total

direct costs (MTDC). The recipient or subrecipient is authorized to determine the appropriate rate up to this limit. Federal agencies and pass-through entities may not require recipients and subrecipients to use a de minimis rate lower than the negotiated indirect cost rate or the rate elected pursuant to this subsection unless required by Federal statute or regulation. The de minimis rate must not be applied to cost reimbursement contracts issued directly by the Federal Government in accordance with the FAR. Recipients and subrecipients are not required to use the de minimis rate. When applying the de minimis rate, costs must be consistently charged as either direct or indirect costs and may not be double charged or inconsistently charged as both. The de minimis rate does not require documentation to justify its use and may be used indefinitely. Once elected, the recipient or subrecipient must use the de minimis rate for all Federal awards until the recipient or subrecipient chooses to receive a negotiated rate.

**ATTACHMENT C  
BUDGET SCHEDULE**

**WIOA Title I Career Services –Dislocated Worker Career Services**

**I. Subrecipient’s Budget (July1, 2026 – June 30, 2027)**

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

<b>DISLOCATED WORKER CAREER SERVICES</b>	
Program Cost	\$2,037,913.00
Administrative Costs	\$305,687.00
<b>AMOUNT NOT TO EXCEED</b>	<b>\$2,343,600.00</b>
30% Training Costs	\$703,080.00

Upon approval by the Orange County Board of Supervisors and/or the County – 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 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 the 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 – mileage reimbursement specified for each program.
- D. Rent – total, specified for each program.
- E. Property/Equipment - detailed descriptions and unit costs, specified for each program.
- F. Supplies – to include items that do not qualify as property, specified for each program.
- G. Contractual Costs (Consultants/Professional Services) – subcontract and consultant cost detail, specified for each program.
- H. Other – Facilities, operating expenses, and other ordinary and necessary costs specified for each program.
- I. Indirect Costs – costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable as a direct cost.
- J. Subcontractor Services – summary costs for subcontracted programs, specified for each program.

#### **IV. Indirect Cost Rate**

The maximum reimbursement amount allowable for indirect costs is ten percent (15%) of the Subrecipient's Modified Total Direct Costs (MTDC), per funding category excluding in-kind contributions and nonexpendable equipment. The indirect costs de minimis rate shall not exceed 15% of the Subrecipient's MTDC.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, travel and up to the first \$50,000 of each Subrecipient's subcontractor. 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 Subrecipient's subcontractor in excess of \$50,000. Other items may be excluded when necessary to avoid a serious inequity in the distribution of indirect costs as determined and approved by the County.

Subrecipients requesting reimbursement for indirect costs exceeding the maximum ten percent (15%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

Subrecipients that do not have a current Federal negotiated indirect cost rate (including provisional rate) may elect to charge a de minimis rate of up to 15 percent of modified total direct costs (MTDC).

The recipient or subrecipient is authorized to determine the appropriate rate up to this limit. Federal agencies and pass-through entities may not require recipients and subrecipients to use a de minimis rate lower than the negotiated indirect cost rate or the rate elected pursuant to this subsection unless required by Federal statute or regulation. The de minimis rate must not be applied to cost reimbursement contracts issued directly by the Federal Government in accordance with the FAR. Recipients and subrecipients are not required to use the de minimis rate. When applying the de minimis rate, costs must be consistently charged as either direct or indirect costs and may not be double charged or inconsistently charged as both. The de minimis rate does not require documentation to justify its use and may be used indefinitely. Once elected, the recipient or subrecipient must use the de minimis rate for all Federal awards until the recipient or subrecipient chooses to receive a negotiated rate.

**ATTACHMENT D  
STAFFING PLAN**

**WIOA Title I Career Services – Adult & Dislocated Worker  
July 1, 2026 – June 30, 2027**

<b>Title</b>	<b>FTE*</b>
Program Manager	1.00
Case Management Supervisors	2.00
Case Managers	20.00
Work Readiness Case Managers	2.00
QA Case Manager	1.00
<b>TOTAL:</b>	<b>26.00</b>

\*1.00 FTE = Full-Time Equivalent

The Subrecipient shall be responsible for ensuring that Workforce Development staff meets the staffing qualifications as set-forth by the County. All staff members should be fully cross trained to fulfill any “career services” role within a center dependent on need and traffic flow. All staffing requirements and position descriptions are set forth in the “Scope of Services” attachment incorporated herein by reference

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.



**ATTACHMENT E  
PERFORMANCE MEASURES**

**July 1, 2026 – June 30, 2027**

<b>Adult Performance Measures</b>		
<b>PERFORMANCE MEASURE</b>	<b>DESCRIPTION</b>	<b>GOAL</b>
<b>Enrollments for Adult</b>	Number of participants who are enrolled into WIOA Adult formula funding program during contract term.	<b>No Less Than 592 (may include carry-ins)</b>
<b>Carry-Ins for Adult</b>	Number of participants who are enrolled into WIOA Adult formula funding program from previous contract term.	<b>661 (as of 3/17/2026)</b>
<b>Placement in Employment (2nd Quarter After Exit)</b>	Percentage of participants who are in unsubsidized employment, during the second quarter after exit from the program.	<b>70%</b>
<b>Placement in Employment (4th Quarter After Exit)</b>	Percentage of participants who are in unsubsidized employment, during the fourth quarter after exit from the program.	<b>67%</b>
<b>Median Earnings</b>	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	<b>\$8,200</b>
<b>Credential Rate</b>	Percentage of participants who obtained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent during participation or up to one year after exit.	<b>75%</b>
<b>Measurable Skills Gain</b>	Percentage of participants who during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are defined as documented academic, technical, occupational or other form of progress towards such a credential of employment.	<b>65%</b>



**ATTACHMENT E  
PERFORMANCE MEASURES**

**July 1, 2026 – June 30, 2027**

<b>Dislocated Worker Performance Measures</b>		
<b>PERFORMANCE MEASURE</b>	<b>DESCRIPTION</b>	<b>GOAL</b>
<b>Enrollments for Dislocated Worker</b>	Number of participants who are enrolled into WIOA Dislocated Worker formula funding program during contract term.	<b>No less than 753 (may include carry-ins)</b>
<b>Carry-Ins for Dislocated Worker</b>	Number of participants who are enrolled into WIOA Dislocated Worker formula funding program from previous contract term.	<b>589 (as of 3/17/2026)</b>
<b>Placement in Employment (2nd Quarter After Exit)</b>	Percentage of participants who are in unsubsidized employment, during the second quarter after exit from the program.	<b>73%</b>
<b>Placement in Employment (4th Quarter After Exit)</b>	Percentage of participants who are in unsubsidized employment, during the fourth quarter after exit from the program.	<b>75%</b>
<b>Median Earnings</b>	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	<b>\$11,500</b>
<b>Credential Rate</b>	Percentage of participants who obtained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent during participation or up to one year after exit.	<b>76%</b>
<b>Measurable Skills Gain</b>	Percentage of participants who during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are defined as documented academic, technical, occupational or other form of progress towards such a credential of employment.	<b>65%</b>



## ATTACHMENT F FEDERAL AWARD IDENTIFICATION INFORMATION

The General Program Requirements were designed to provide the framework where the Subrecipient will provide WIOA Title I – Career Services - Adult & Dislocated Worker identified in this attachment.

### I. GOVERNANCE

Subrecipients 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, and Orange County Regional and Unified Local Plan 2025-2027.

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

### II. GOVERNANCE REFERENCES

- A. Workforce Innovation and Opportunity Act.
- B. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Innovation and Opportunity Act; Final Rules/WIOA 20 CFR Part 676, 677 and 678.
- C. Additional state and federal agencies that provide funding to the County of Orange/ OC Community Resources/OC Community Services/Workforce and Economic Development Division that may be incorporated herein.
- D. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIOA.
- E. Actions, directives, and policies and procedures issued by OC Community Resources/ OC Community Services/ Workforce and Economic Development 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.

- III. In accordance with the requirements of 2 CFR 200.331 (Subrecipient and Contractor determination) and for the purpose of this Agreement, Career Team, LLC is determined to be a Subrecipient.

**IV. FEDERAL AWARD IDENTIFICATION**

FAIN INFORMATION				
<b>A.</b>	Subrecipient Name:	Career TEAM, LLC		
<b>B.</b>	Subrecipient's Unique Identifier (D-U-N-S):	95-663-4661		
	SAM Unique Identifier ID:	GWA7WGMY2MJ5		
<b>C.</b>	Federal Award Identification Number (FAIN):	See Table F		
<b>D.</b>	Federal Award Date:	See Table F		
<b>E.</b>	Subaward Period of Performance:	July 1, 2026 – June 30, 2027		
<b>F.</b>	Total Amount of Federal Funds Obligated by the Action:	\$4,185,000.00 funding is contingent on federal funding availability		
	<b>CFDA</b>	<b>FAIN</b>	<b>Award Date</b>	<b>Formula Funds</b>
	17.258	25A55AT000150	07/01/2025-06/30/2027	Adult
	17.278	25A55AW000157	07/01/2025-06/30/2027	Dislocated Worker
	<b>TOTAL:</b>			<b>\$4,185,000.00</b>
<b>G.</b>	Total Amount of Federal Funds Obligated to the Subrecipient:	\$4,185,000.00 funding is contingent on federal funding availability		
<b>H.</b>	Total Amount of the Federal Award:	\$4,185,000.00		
<b>I.</b>	Federal Award Project Description:	Funding to provide WIOA Title I Career Services for Adults and Dislocated Workers		
<b>J.</b>	Federal Awarding Agency:	Department of Labor Employment and Training Administration		
<b>K.</b>	Name of PTE:	Employment Development Department and County of Orange		
<b>L.</b>	Contact Information for the Awarding Official:	Nancy Cook, Director of Workforce & Economic Development		
	Phone Number:	(714) 480-6420		
	E-mail Address:	<a href="mailto:Nancy.Cook@occr.ocgov.com">Nancy.Cook@occr.ocgov.com</a>		
<b>M.</b>	CFDA Number:	17.278		
	CFDA Name:	WIOA Adult Programs and Dislocated Worker Formula Grant		
<b>N.</b>	Whether Award is R&D:	No		
<b>O.</b>	Indirect Cost Rate for the Federal Award:	15% administrative (indirect) cost(s) limitation		

## ATTACHMENT G

### INFORMATION TECHNOLOGY SECURITY GUIDELINES

**All subrecipients who contract with the County of Orange ("County") shall work cooperatively to assist County in achieving the objectives and abide by the applicable terms under these Guidelines for all Controls one (1) thru six (6) below at all times during the term of its contract with County.**

#### **1. ASSET MANAGEMENT**

Asset management establishes an organization's inventory of fixed and controlled assets and defines how these assets are managed during their lifecycle to ensure sustained productivity in support of the organization's critical services. An event that disrupts an asset can inhibit the organization from achieving its mission. An asset management program helps identify appropriate strategies that shall allow the assets to maintain productivity during disruptive events. There are four broad categories of assets: people, information, technology, and facilities.

The Cybersecurity Program strives to achieve and maintain appropriate protection of IT assets. Loss of accountability of IT assets could result in a compromise or breach of IT systems and/or a compromise or breach of sensitive or privacy data.

##### **A. GOALS AND OBJECTIVES**

1. Services are identified and prioritized.
2. Assets are inventoried, and the authority and responsibility for these assets is established.
3. The relationship between assets and the services they support is established.
4. The asset inventory is managed.
5. Access to assets is managed.
6. Information assets are categorized and managed to ensure the sustainment and protection of the critical service.
7. Facility assets supporting the critical service are prioritized and managed.

##### **B. ASSET MANAGEMENT POLICY STATEMENTS**

###### **1. Services Inventory**

- a. Departments and/or subrecipients shall maintain an inventory of its services. This listing shall be used by the department to assist with its risk management analysis.

###### **2. Asset Inventory – Information**

- a. All information that is created or used within the County's trusted environment in support of County business activities shall be considered the property of the County. All County property shall be used in compliance with this policy.

- b. County information is a valuable asset and shall be protected from unauthorized disclosure, modification, or destruction. Prudent information security standards and practices shall be implemented to ensure that the integrity, confidentiality, and availability of County information are not compromised. All County information shall be protected from the time of its creation through its useful life and authorized disposal.
- c. Departments and/or subrecipients shall establish internal procedures for the secure handling and storage of all electronically-maintained County information that is owned or controlled by the department.

### 3. Asset Inventory - Technology (Devices, Software)

- a. Departments shall maintain an inventory of all department managed devices that connect to County network resources or processes, stores, or transmits County data including but not limited to:
  - i. Desktop computers,
  - ii. Laptop Computers,
  - iii. Tablets (iPads and Android devices),
  - iv. Mobile Phones (basic cell phones),
  - v. Smart Phones (iPhones, Blackberry, Windows Phones and Android Phones),
  - vi. Servers,
  - vii. Storage devices,
  - viii. Network switches,
  - ix. Routers,
  - x. Firewalls,
  - xi. Security Appliances,
  - xii. Internet of Things (IoT) devices,
  - xiii. Printers,
  - xiv. Scanners,
  - xv. Kiosks and Thin clients,
  - xvi. Mainframe Hardware, and
  - xvii. VoIP Phones.
- b. Asset inventory shall map assets to the services they support.
- c. Departments and/or subrecipients shall adopt a standard naming convention for devices (naming convention to be utilized as devices are serviced or purchased).

- d. Each department and/or subrecipient shall ensure that all software used on County systems and in the execution of County business shall be used legally and in compliance with licensing agreements.

#### 4. **Asset Inventory - Facilities**

- a. Departments and/or subrecipients shall maintain an inventory of its facilities. This listing shall be used by the department to assist with its risk management analysis.
- b. Departments and/or subrecipients shall identify the facilities used by its critical services.

#### 5. **Access Controls**

- a. Departments and/or subrecipients shall establish a procedure that ensures only users with legitimate business needs to access County IT resources are provided with user accounts.
- b. Access to County information systems and information systems data shall be based on each user's access privileges. Access controls shall ensure that even legitimate users cannot access stored information unless they are authorized to do so. Access control should start by denying access to everything, and then explicitly granting access according to the "need to know" principle.
- c. Access to County information and County information assets should be based on the principle of "least privilege," that is, grant no user greater access privileges to the information or assets than County responsibilities demand.
- d. The owner of each County system, or their designee, provides written authorization for all internal and external user access.
- e. All access to internal County computer systems shall be controlled by an authentication method involving a minimum of a user identifier (ID) and password combination that provides verification of the user's identity.
- f. All County workforce members are to be assigned a unique user ID to access the network, as applicable.
- g. A user account shall be explicitly assigned to a single, named individual. No group or shared computer accounts are permissible except when necessary and warranted due to legitimate business needs. Such need shall be documented prior to account creation and accounts activated only when necessary.
- h. User accounts shall not be shared with others including, but not limited to, someone whose access has been denied or terminated.
- i. Departments and/or subrecipients shall conduct regular reviews of the registered users' access level privileges. System owners shall provide user listings to departments for confirmation of user's access privileges.

#### 6. **Asset Sanitation/Disposal**

- a. Unless approved by County management, no County computer equipment shall be removed from the premises.
- b. Prior to re-deployment, storage media shall be appropriately cleansed to prevent unauthorized exposure of data.
- c. Surplus, donation, disposal or destruction of equipment containing storage media shall be appropriately disposed according to the terms of the equipment disposal services contract.
- d. Sanitization methods for media containing County information shall be in accordance with NSA (National Security Agency) standards (for example, clearing, purging, or destroying).
- e. Disposal of equipment shall be done in accordance with all applicable County, state or federal surplus property and environmental disposal laws, regulations or policies.

## **2. CONTROLS MANAGEMENT**

The Controls Management domain focuses on the processes by which an organization plans, defines, analyzes, and assesses the controls that are implemented internally. This process helps the organization ensure the controls management objectives are satisfied.

This domain focuses on the resilience controls that allow an organization to operate during a time of stress. These resilience controls are implemented in the organization at all levels and require various levels of management and staff to plan, define, analyze, and assess.

### **A. GOALS AND OBJECTIVES**

1. Control objectives are established.
2. Controls are implemented.
3. Control designs are analyzed to ensure they satisfy control objectives.
4. Internal control system is assessed to ensure control objectives are met.

### **B. CONTROL MANAGEMENT POLICY STATEMENTS**

#### **1. Physical and Environmental Security**

- a. Procedures and facility hardening measures shall be adopted to prevent attempts at and detection of unauthorized access or damage to facilities that contain County information systems and/or processing facilities.
- b. Restricted areas within facilities that house sensitive or critical County information systems shall, at a minimum, utilize physical access controls designed to permit access by authorized personnel only.
- c. Physical protection measures against damage from external and environmental threats shall be implemented by all departments as appropriate.

- d. Access to any office, computer room, or work area that contains sensitive information shall be physically restricted from unauthorized access.
- e. Access points such as delivery and loading areas and other points where unauthorized persons may enter the premises shall be controlled and, if possible, isolated from information processing facilities to avoid unauthorized access. An example of this would be separating the two areas by a badge-only accessible door.
- f. Continuity of power shall be provided to maintain the availability of critical equipment and information systems.
- g. Power and telecommunications cabling carrying data or supporting information services shall be protected from interception or damage. Different, yet appropriate methods shall be utilized for internal and external cabling.
- h. Equipment shall be properly maintained to ensure its continued availability and integrity.
- i. All shared IT infrastructure by more than one department shall meet countywide security policy for facility standards, availability, access, data & network security.

## 2. Network Segmentation

NOTE: This section is applicable to Departments that manage their own network devices.

- a. Segment (e.g., VLANs) the network into multiple, separate zones (based on trust levels of the information stored/transmitted) to provide more granular control of system access and additional intranet boundary defenses. Whenever information flows over a network of lower trust level, the information shall be encrypted.
- b. Segment the network into multiple, separate zones based on the devices (servers, workstations, mobile devices, printers, etc.) connected to the network.
- c. Create separate network segments (e.g., VLANs) for BYOD (bring your own device) systems or other untrusted devices.
- d. The network infrastructure shall be managed across network connections that are separated from the business use of that network, relying on separate VLANs or, preferably, on entirely different physical connectivity for management sessions for network devices.

## 3. Mobile Computing Devices

To ensure that Mobile Computing Devices (MCDs) do not introduce threats into systems that process or store County information, departments' and/or subrecipients' management shall:

- a. Establish and manage a process for authorizing, issuing and tracking the use of MCDs.
- b. Permit only authorized MCDs to connect to County information assets or networks that store, process, transmit, or connects to County information and information assets.

- c. Implement applicable access control requirements in accordance with this guideline, such as the enforcement of a system or device lockout after 15 minutes of inactivity requiring re-entering of a password to unlock.
- d. Install an encryption algorithm that meets or exceeds industry recommended encryption standard for any MCD that will be used to store County information.
- e. Ensure that MCDs are configured to restrict the user from circumventing the authentication process.
- f. Provide security awareness training to County employees that informs MCD users regarding MCD restrictions.
- g. Label MCDs with County address and/or phone number so that the device can be returned to the County if recovered.
- h. The installation of any software, executable, or other file to any County computing device is prohibited if that software, executable, or other file downloaded by, is owned by, or was purchased by an employee or subrecipient with his or her own funds unless approved by the department.

#### 4. **Personally Owned Devices**

Personal computing devices include, but are not limited to, removable media such as thumb or USB drives, external hard drives, laptop or desktop computers, cellular phones, or personal digital assistants (PDA's) owned by or purchased by employees, contract personnel, or other non-County users.

- a. The connection of any computing device not owned by the County to a County network (except the Public Wi-Fi provided for public use) or computing device is prohibited unless previously approved.
- b. The County authorizes the use of personal devices to access resources that do not traverse the County network directly. Such resources include County's SaaS applications. Access to some agency specific applications, e.g. applications that are subject to compliance regulations may require prior approval of the County CISO and the associated Department Head.
- c. The County will respect the privacy of a user's voluntary use of a personally owned device to access County IT resources.
- d. The County will only request access to the personally owned device in order to implement security controls; to respond to litigation hold (aka: e-discovery) requests arising out of administrative, civil, or criminal directives, Public Record Act requests, and subpoenas; or as otherwise required or permitted by applicable state or federal laws. Such access will be performed by an authorized technician or designee using a legitimate software process.

#### 5. **Logon Banners and Warning Notices**

- a. At the time of network login, the user shall be presented with a login banner.
- b. All computer systems that contain or access County information shall display warning banners informing potential users of conditions of use consistent with state and federal laws.
- c. Warning banners shall remain on the screen until the user takes explicit actions to log on to the information system.
- d. The banner message shall be placed at the user authentication point for every computer system that contains or accesses County information. The banner message may be placed on an initial logon screen in situations where the logon provides access to multiple computer systems.
- e. At a minimum, banner messages shall provide appropriate privacy and security information and shall contain information informing potential users that:
  - i. User is accessing a government information system for conditions of use consistent with state and federal information security and privacy protection laws.
  - ii. System usage may be monitored, recorded, and subject to audit.
  - iii. Unauthorized use of the system is prohibited and subject to criminal and civil penalties.
  - iv. Use of the system indicates consent to monitoring and recording.

## 6. Authentication

- a. Authenticate user identities at initial connection to County resources.
- b. Authentication mechanisms shall be appropriate to the sensitivity of the information contained.
- c. Users shall not receive detailed feedback from the authenticating system on failed logon attempts.

## 7. Passwords

- a. County approved password standards and/or guidelines shall be applied to access County systems. These standards extend to mobile devices and personally owned devices used for work.
- b. Passwords are a primary means to control access to systems and shall therefore be selected, used, and managed to protect against unauthorized discovery or usage. Passwords shall satisfy the following complexity rule:
  - i. Passwords will contain a minimum of one (1) upper case letter
  - ii. Passwords will contain a minimum of one (1) lower case letter
  - iii. Passwords will contain a minimum of one (1) number: 1- 0
  - iv. Passwords will contain a minimum of one (1) special character: !, @, #, \$, %, ^, &, \*, (, )

- v. Password characters will not be sequential (Do not use: ABCD , This is ok: ACDB)
- vi. Passwords characters will not be repeated in a row (Do not use: P@\$\$\$ . This is ok: P@\$\$\$)
- vii. COMPLEX PASSWORD EXAMPLE: P@\$\$WoRd13
- viii. Passphrases example: The\$kyIsBlue2day
- ix. Passwords cannot contain the user's full name or network login.
- c. Passwords shall have a minimum length of twelve (12) characters.
- d. Passwords shall not be reused for twelve (12) iterations.
- e. Departments and/or subrecipients shall require users to change their passwords periodically (e.g., every 90 days at the maximum). Changing passwords more often than 90 days is encouraged.
- f. Network and application systems shall be configured to enforce automatic expiration of passwords at regular intervals (e.g., every 90 days at the maximum) when the technology is feasible or available.
- g. Newly created accounts shall be assigned a randomly generated password prior to account information being provided to the user.
- h. No user shall give his or her password to another person under any circumstances. Workforce members who suspect that their password has become known by another person shall change their password immediately and report their suspicion to management.
- i. Users who have lost or forgotten their passwords shall make any password reset requests themselves without using a proxy (e.g., another County employee) unless approved by management. Prior to processing password change requests, the requester shall be authenticated to the user account in question. (e.g., Verification with user's supervisor or the use of passphrases can be used for this authentication process.) New passwords shall be provided directly and only to the user in question.
- j. When technologically feasible, a new or reset password shall be set to expire on its initial use at log on so that the user is required to change the provided password to one known only to them.
- k. All passwords are to be treated as sensitive information.
- l. User Accounts shall be locked after five consecutive invalid logon attempts within a 24-hour period. The lockout duration shall be at least 30 minutes or until a system administrator enables the user ID after investigation. These features shall be configured as indicated when the technology is feasible or available.
- m. All systems containing sensitive information shall not allow users to have multiple concurrent sessions on the same system when the technology is feasible or available.

**C. Inactivity Timeout and Restricted Connection Times**

1. Automatic lockouts for system devices, including workstations and mobile computing devices, after no more than 15 minutes of inactivity.
2. Automated screen lockouts shall be used wherever possible using a set time increment (e.g., 15 minutes of non-activity). In situations where it is not possible to automate a lockout, operational procedures shall be implemented to instruct users to lock the terminal or equipment so that unauthorized individuals cannot make use of the system. Once logged on, workforce members shall not leave their computer unattended or available for someone else to use.
3. When deemed necessary, user logins and data communications may be restricted by time and date configurations that limit when connections shall be accepted.

**D. Account Monitoring**

1. Access to a County network and its resources shall be strictly controlled, managed, and reviewed to ensure only authorized users gain access based on the privileges granted. (e.g., Kiosks provide physical and public access to County networks. These shall be secured to ensure County resources are not accessed by unauthorized users.)
2. The control mechanisms for all types of access to County IT resources by subrecipients, customers or vendors are to be documented.
3. Monitor account usage to determine dormant accounts that have not been used for a given period, such as 45 days, notifying the user or user's manager of the dormancy.
4. After a longer period, such as 60 days, the account shall be disabled by the system when the technology is feasible or available.
5. On a periodic basis, such as quarterly or at least annually, departments shall require that managers match active employees and subrecipients with each account belonging to their managed staff. Security or system administrators shall then determine whether to disable accounts that are not assigned to active employees or subrecipients.

**E. Administrative Privileges**

1. Systems Administrators shall use separate administrative accounts, which are different from their end user account (required to have an individual end user account), to conduct system administration tasks.
2. Administrative accounts shall only be granted to individuals who have a job requirement to conduct systems administration tasks.
3. Administrative accounts shall be requested in writing and must be approved by the Department Head or designated representative using the Security Review and Approval Process.
4. Systems Administrator accounts that access County enterprise-wide systems or have enterprise-wide impact shall be approved by the CISO using the Security Review and Approval Process.

5. Systems Administrators shall use separate administrative accounts to manage Mobile Device Management (MDM) platforms but may use the local user's credentials when configuring a mobile phone or tablet device.
6. All passwords for privileged system-level accounts (e.g., root, enable, OS admin, application administration accounts, etc.) shall comply with Controls Management B.7.

**F. Remote Access**

1. Departments and/or subrecipients shall take appropriate steps, including the implementation of appropriate encryption, user authentication, and virus protection measures, to mitigate security risks associated with allowing users to use remote access or mobile computing methods to access County information systems.
2. Remote access privileges shall be granted to County workforce members only for legitimate business needs and with the specific approval of department management.
3. All remote access implementations that utilize the County's trusted network environment and that have not been previously deployed within the County shall be submitted to and reviewed by the County. A memorandum of understanding (MOU) shall be utilized for this submittal and review process. This is required for any Suppliers utilizing remote access to conduct maintenance.
4. Remote sessions shall be terminated after 15 minutes of inactivity requiring the user to authenticate again to access County resources.
5. All remote access infrastructures shall include the capability to monitor and record a detailed audit trail of each remote access attempt.
6. All users of County networks and computer systems are prohibited from connecting and/or activating unauthorized dial-up or broadband modems on workstations, laptops, or other computing devices that are simultaneously connected to any County network.
7. Periodic assessments shall be performed to identify unauthorized remote connections. Results shall be used to address any vulnerabilities and prioritized according to criticality.
8. Users granted remote access to County IT infrastructure shall follow all additional policies, guidelines and standards related to authentication and authorization as if they were connected locally. For example, this applies when mapping to shared network drives.
9. Users attempting to use external remote access shall utilize a County-approved multi-factor authentication process.
10. All remote access implementations that involve non-County infrastructures shall be reviewed and approved by both the department and the County. This approval shall be received prior to the start of such implementation.
11. Remote access privileges to County IT resources shall not be given to subrecipients and customers unless department management determines that these individuals or organizations

have a legitimate business need for such access. If such access is granted, it shall be limited to those privileges and conditions required for the performance of the specified work.

#### **G. Wireless Access**

1. Departments and/or subrecipients shall take appropriate steps, including the implementation of appropriate encryption, user authentication, device authentication and malware protection measures, to mitigate risks to the security of County data and information systems associated with the use of wireless network access technologies.
2. Only wireless systems that have been evaluated for security by both department management and the County shall be approved for connectivity to County networks.
3. County data that is transmitted over any wireless network shall be protected in accordance with the sensitivity of the information.
4. All access to County networks or resources via unapproved wireless communication technologies is prohibited. This includes wireless systems that may be brought into County facilities by visitors or guests. Employees, subrecipients, vendors and customers are prohibited from connecting and/or activating wireless connections on any computing device that are simultaneously connected to any County network, either locally or remotely.
5. Each department and/or subrecipient shall make a regular, routine effort to ensure that unauthorized wireless networks, access points, and/or modems are not installed or configured within its IT environments. Any unauthorized connections described above shall be disabled immediately.

#### **H. System and Network Operations Management**

1. Operating procedures and responsibilities for all County information processing facilities shall be formally authorized, documented, and updated.
2. Departments and/or subrecipients shall establish controls to ensure the security of the information systems networks that they operate.
3. Operational system documentation for County information systems shall be protected from unauthorized access.
4. System utilities shall be available to only those users who have a business case for accessing the specific utility.

#### **I. System Monitoring and Logging**

1. Systems operational staff shall maintain appropriate log(s) of activities, exceptions and information security events involving County information systems and services.
2. Each department and/or subrecipient shall maintain a log of all faults involving County information systems and services.
3. Logs shall be protected from unauthorized access or modifications wherever they reside.

4. The clocks of all relevant information processing systems and attributable logs shall be synchronized with an agreed upon accurate time source such as an established Network Time Protocol (NTP) service.
5. Auditing and logging of user activity shall be implemented on all critical County systems that support user access capabilities.
6. Periodic log reviews of user access and privileges shall be performed in order to monitor access of sensitive information.

**J. Malware Defenses**

1. Departments shall implement endpoint security on computing devices connected to the County network. Endpoint security may include one or more of the following software: anti-virus, anti spyware, personal firewall, host-based intrusion detection (IDS), network-based intrusion detection (IDS), intrusion prevention systems (IPS), and whitelisting and blacklisting of applications, web sites, and IP addresses.
2. Special features designed to filter out malicious software contained in either email messages or email attachments shall be implemented on all County email systems.
3. Where feasible, any computing device, including laptops and desktop PCs, that has been connected to a non-County infrastructure (including employee home networks) and subsequently used to connect to the County network shall be verified that it is free from viruses and other forms of malicious software prior to attaining connectivity to the County network.

**K. Data Loss Prevention**

1. Departments and/or subrecipient shall implement host-based Data Loss Prevention (DLP) to reduce the risk of data breach related to sensitive information.
2. Departments and/or subrecipients shall deploy encryption software on mobile devices containing sensitive.

**L. Data Transfer**

1. Agreements shall be implemented for the exchange of information between the County and other entities. As well as between departments.
2. County information accessed via electronic commerce shall have security controls implemented based on the assessed risk.

**M. Encryption**

1. The decision to use cryptographic controls and/or data encryption in an application shall be based on the level of risk of unauthorized access and the sensitivity of the data that is to be protected.
2. The decision to use cryptographic controls and/or data encryption on a hard drive shall be based on the level of risk of unauthorized access and the sensitivity of the data that is to be protected.

3. Where appropriate, encryption shall be used to protect confidential application data that is transmitted over open, untrusted networks, such as the Internet.
4. When cryptographic controls are used, procedures addressing the following areas shall be established by each department:
  - a. Determination of the level of cryptographic controls
  - b. Key management/distribution steps and responsibilities
5. Encryption keys shall be exchanged only using secure methods of communication.

**N. System Acquisition and Development**

1. Departments and/or subrecipients shall identify all business applications that are used by their users in support of primary business functions. This includes all applications owned and/or managed by the department as well as other business applications that are used by the department but owned and/or managed by other County organizations. All business applications used by a department shall be documented in the department's IT security plan as well as their Business Impact Analysis (BIA) for critical rating (RTO) and continuity purposes.
2. An application owner shall be designated for each internal department business application.
3. All access controls associated with business applications shall be commensurate with the highest level of data used within the application. These same access controls shall also adhere to the policy provided in Section 1.2.5: Access Controls.
4. Security requirements shall be incorporated into the evaluation process for all commercial software products that are intended to be used as the basis for a business application. The security requirements in question shall be based on requirements and standards specified in this guideline.
5. In situations where data needs to be isolated because there would be a conflict of interest, data security shall be designed and implemented to ensure that isolation.

**O. Business Requirements**

1. The business requirements definition phase of system development shall contain a review to ensure that the system shall adhere to County information security standards.

**P. System Files**

1. Operating system files, application software and data shall be secured from unauthorized use or access.
2. Clear-text data that results from testing shall be handled, stored, and disposed of in the same manner and using the same procedures as are used for production data.
3. System tests shall be performed on data that is constructed specifically for that purpose.
4. System testing shall not be performed on operational data unless the necessary safeguards are in place.

5. A combination of technical, procedural and physical safeguards shall be used to protect application source code from unintentional or unauthorized modification or destruction. All County proprietary information, including source code, needs to be protected through appropriate role-based access controls. An example of this is a change control tool that records all changes to source code including new development, updates, and deletions, along with check-in and check-out information.

#### **Q. System Development & Maintenance**

1. The development of software for use on County information systems shall have documented change control procedures in place to ensure proper versioning and implementation.
2. When preparing to upgrade any County information systems, including an operating system, on a production computing resource; the process of testing and approving the upgrade shall be completed in advance in order to minimize potential security risks and disruptions to the production environment.
3. Any outside suppliers used for maintenance that are visitors to the facility are to be escorted and monitored while performing maintenance to critical systems. This does not apply to subrecipients that are assigned to work at the facility.
4. Systems shall be hardened, and logs monitored to ensure the avoidance of the introduction and exploitation of malicious code.
5. All County workforce members, including subrecipients, shall not create, execute, forward, or introduce computer code designed to self-replicate, damage, or impede the performance of a computer's memory, storage, operating system, or application software.
6. In conjunction with other access control policies, any opportunity for information leakage shall be prevented through good system design practices.
7. Departments and/or subrecipients are responsible for managing outsourced software development related to department-owned IT systems.

#### **R. System Requirements**

1. Any system that processes or stores County Information shall:
  - a. Baseline configuration shall incorporate Principle of Least Privilege and Functionality.
  - b. Systems shall be deployed where feasible to utilize existing County authentication methods.
  - c. Session inactivity timeouts shall be implemented for all access into and from County networks.
  - d. All applications are to have access controls unless specifically designated as a public access resource.
  - e. Meet the password requirements defined in Section 2.2.7: Passwords.

- f. Strictly control access enabling only privileged users or supervisors to override system controls or the capability of bypassing data validation or editing problems.
- g. Monitor special privilege access, e.g. administration accounts.
- h. Restrict authority to change master files to persons independent of the data processing function.
- i. Have access control mechanisms to prevent unauthorized access or changes to data, especially, the server file systems that are connected to the Internet, even behind a firewall.
- j. Be capable of routinely monitoring the access to automated systems containing County Information.
- k. Log all modifications to the system files.
- l. Limit access to system utility programs to necessary individuals with specific designation.
- m. Delete or disable all default accounts.
- n. Restrict access to server file-system controls to ensure that all changes such as direct write, write access to system areas and software or service changes shall be applied only through the appropriate change control process.
- o. Restrict access to server-file-system controls that allow access to other users' files.
- p. Ensure that servers containing user credentials shall be physically protected, hardened and monitored to prevent inappropriate use.

#### **S. Procurement Controls**

- 1. Breach notification requirements clause to be included in new or renewal contracts for systems containing sensitive information.
- 2. Subrecipient shall report to the County within 24 hours as defined in this contract when Subrecipient becomes aware of any suspected data breach of subrecipient's or subcontractor's systems involving County's data.
- 3. Departments shall review all procurements and renewals for software and equipment (hosted/managed by the vendor) that transmits, stores, or processes sensitive information to ensure that subrecipients are aware of and are in compliance with County's cybersecurity policies, if applicable. Departments shall obtain documentation supporting the business partners, subrecipients, or consultants' compliance with County's cybersecurity policies such as:
  - a. SOC 1 Type 2
  - b. SOC 2 Type 2
  - c. Security Certifications (ISO, PCI, etc.)
  - d. FedRAMP certification

e. Penetration Test Results

**T. IT Services Provided to Public**

1. Public access to County electronic information resources shall provide desired services in accordance with safeguards designed to protect County resources. All County electronic information resources are to be reviewed at least quarterly.

**U. Removable Media**

1. When no longer required, the contents of removable media shall be permanently destroyed or rendered unrecoverable in accordance with applicable department, County, state, or federal record disposal and/or retention requirement.

**3. CONFIGURATION & CHANGE MANAGEMENT**

Configuration and Change Management (“CCM”) is the process of maintaining the integrity of hardware, software, firmware, and documentation related to the configuration and change management process. CCM is a continuous process of controlling and approving changes to information or technology assets or related infrastructure that support the critical services of an organization. This process includes the addition of new assets, changes to assets, and the elimination of assets.

Cybersecurity is an integral component to information systems from the onset of the project or acquisition through implementation of:

- A. Application and system security
- B. Configuration management
- C. Change control procedures
- D. Encryption and key management
- E. Software maintenance, including but not limited to, upgrades, antivirus, patching and malware detection response systems

As the complexity of information systems increases, the complexity of the processes used to create these systems also increases, as does the probability of accidental errors in configuration. The impact of these errors puts data and systems that may be critical to business operations at significant risk of failure that could cause the organization to lose business, suffer damage to its reputation, or close completely. Having a CCM process to protect against these risks is vital to the overall security posture of the organization.

**A. GOALS AND OBJECTIVES**

1. The lifecycle of assets is managed.
2. The integrity of technology and information assets is managed.
3. Asset configuration baselines are established.

**B. CONFIGURATION & CHANGE MANAGEMENT POLICY STATEMENTS**

1. Changes to all information processing facilities, systems, software, or procedures shall be strictly controlled according to formal change management procedures.
2. Changes impacting security appliances managed by OCIT (e.g., security architecture, security appliances, County firewall, Website listings, application listings, email gateway, administrative accounts) shall be reviewed by County in accordance with the County Security Review and Approval Process.
3. Only authorized users shall make any changes to system and/or software configuration files.
4. Only authorized users shall download and/or install operating system software, service-related software (such as web server software), or other software applications on County computer systems without prior written authorization from department IT management. This includes, but is not limited to, free software, computer games and peer-to-peer file sharing software.
5. Each department and/or subrecipient shall develop a formal change control procedure that outlines the process to be used for identifying, classifying, approving, implementing, testing, and documenting changes to its IT resources.
6. Each department and/or subrecipient shall conduct periodic audits designed to determine if unauthorized software has been installed on any of its computers.
7. As appropriate, segregation of duties shall be implemented by all County departments to ensure that no single person has control of multiple critical systems and the potential for misusing that control.
8. Production computing environments shall be separated from development and test computing environments to reduce the risk of one environment adversely affecting another.
9. System capacity requirements shall be monitored, and usage projected to ensure the continual availability of adequate processing power, bandwidth, and storage.
10. System acceptance criteria for all new information systems and system upgrades shall be defined, documented, and utilized to minimize risk of system failure.

#### **4. VULNERABILITY MANAGEMENT**

The Vulnerability Management domain focuses on the process by which organizations identify, analyze, and manage vulnerabilities in a critical service's operating environment.

##### **A. GOALS AND OBJECTIVES**

1. Preparation for vulnerability analysis and resolution activities is conducted.
2. A process for identifying and analyzing vulnerabilities is established and maintained.
3. Exposure to identified vulnerabilities is managed.
4. The root causes of vulnerabilities are addressed.

##### **B. VULNERABILITY MANAGEMENT POLICY STATEMENTS**

1. Departments and/or subrecipients shall develop and maintain a vulnerability management process as part of its Cybersecurity Program.

## **5. CYBERSECURITY INCIDENT MANAGEMENT**

Information Security Incident Management establishes the policy to be used by each department and/or subrecipient in planning for, reporting on, and responding to computer security incidents. For these purposes an incident is defined as any irregular or adverse event that occurs on a County system or network. The goal of incident management is to mitigate the impact of a disruptive event. To accomplish this goal, an organization establishes processes that:

- detect and identify events
- triage and analyze events to determine whether an incident is underway
- respond and recover from an incident
- improve the organization's capabilities for responding to a future incident

This domain defines management controls for addressing cyber incidents. The controls provide a consistent and effective approach to Cyber Incident Response aligned with Orange County's Cyber Incident Response Plan, to include:

- Collection of evidence related to the cyber incident as appropriate
- Reporting procedures including any and all statutory reporting requirements
- Incident remediation
- Minimum logging procedures
- Annual testing of the plan

### **A. GOALS AND OBJECTIVES**

1. A process for identifying, analyzing, responding to, and learning from incidents is established.
2. A process for detecting, reporting, triaging, and analyzing events is established.
3. Incidents are declared and analyzed.
4. A process for responding to and recovering from incidents is established.
5. Post-incident lessons learned are translated into improvement strategies.

### **B. CYBERSECURITY INCIDENT MANAGEMENT POLICY STATEMENTS**

1. Cybersecurity incident management procedures shall be established within each department and/or subrecipient to ensure quick, orderly, and effective responses to security incidents. In the event a department has not established these procedures, the department may adopt the

County's Cyber Incident Response Plan. The steps involved in managing a security incident are typically categorized into six stages:

- a. System preparation
  - b. Problem identification
  - c. Problem containment
  - d. Problem eradication
  - e. Incident recovery
  - f. Lessons learned
2. The department shall act as the liaison between applicable parties during a cybersecurity incident. The department shall be the primary point of contact for all IT security issues.
  3. A designated security contact for all cybersecurity incidents.
  4. Departments and/or subrecipients shall conduct periodic (at least annually) cybersecurity incident scenario sessions for personnel associated with the cybersecurity incident handling team to ensure that they understand current threats and risks, as well as their responsibilities in supporting the cybersecurity incident handling team.
  5. Departments and/or subrecipients shall develop and document procedures for reporting cybersecurity incidents. For example, all employees, subrecipients, and customers of County information systems shall be required to note and report any observed or suspected security weaknesses in systems to management. In the event a department has not established these procedures, the department may adopt the County's Cyber Incident Response Plan.
  6. Each department and/or subrecipient shall familiarize its employees on the use of its cybersecurity incident reporting procedures.
  7. Contact with local authorities, including law enforcement, shall be conducted through an organized, repeatable process that is both well documented and communicated.
  8. Contact with special interest groups, including media and labor relations, shall be conducted through an organized, repeatable process that is both well documented and communicated.
  9. Where a follow-up action against an entity after a cybersecurity incident shall involve civil or criminal legal action, evidence shall be collected, retained, and presented to conform to the rules for evidence as demanded by the relevant jurisdiction(s). At the Department's discretion, they may obtain the services of qualified external professionals to complete these tasks.
  10. Departments shall report cybersecurity incidents to the County pursuant to the Contract.

## **6. SERVICE CONTINUITY MANAGEMENT**

Service continuity planning is one of the more important aspects of resilience management because it provides a process for preparing for and responding to disruptive events, whether natural or man-made.

Operational disruptions may occur regularly and can scale from so small that the impact is essentially negligible to so large that they could prevent an organization from achieving its mission. Services that are most important to an organization's ability to meet its mission are considered essential and are focused on first when responding to disruptions. The process of identifying and prioritizing services and the assets that support them is foundational to service continuity.

Service continuity planning provides the organization with predefined procedures for sustaining essential operations in varying adverse conditions, from minor interruptions to large-scale incidents. For example, a power interruption or failure of an IT component may necessitate manual workaround procedures during repairs. A data center outage or loss of a business or facility housing essential services may require the organization to recover business or IT operations at an alternate location.

The process of assessing, prioritizing, planning and responding to, and improving plans to address disruptive events is known as service continuity. The goal of service continuity is to mitigate the impact of disruptive events by utilizing tested or exercised plans that facilitate predictable and consistent continuity of essential services.

This domain defines requirements to document, implement and annually test plans, including the testing of all appropriate cybersecurity provisions, to minimize impact to systems or processes from the effects of major failures of information systems or disasters via adoption and annual testing of:

- Business Continuity Plan
- Disaster Recovery Plan
- Cyber Incident Response Plan

Business Continuity is intended to counteract interruptions in business activities and to protect critical business processes from the effects of significant disruptions. Disaster Recovery provides for the restoration of critical County assets, including IT infrastructure and systems, staff, and facilities.

#### **A. GOALS AND OBJECTIVES**

1. Service continuity plans for high-value services are developed.
2. Service continuity plans are reviewed to resolve conflicts between plans.
3. Service continuity plans are tested to ensure they meet their stated objectives.
4. Service continuity plans are executed and reviewed.

#### **B. SERVICE CONTINUITY MANAGEMENT POLICY STATEMENTS**

1. Backups of all essential electronically-maintained County business data shall be routinely created and properly stored to ensure prompt restoration.
2. Each department and/or subrecipient shall implement and document a backup approach for ensuring the availability of critical application databases, system configuration files, and/or any other electronic information critical to maintaining normal business operations within the department.
3. The frequency and extent of backups shall be in accordance with the importance of the information and the acceptable risk as determined by each department.

4. Departments and/or subrecipients shall ensure that locations where backup media are stored are safe, secure, and protected from environmental hazards. Access to backup media shall be commensurate with the highest level of information stored and physical access controls shall meet or exceed the physical access controls of the data's source systems.
5. Backup media shall be labeled and handled in accordance with the highest sensitivity level of the information stored on the media.
6. Departments and/or subrecipients shall define and periodically test a formal procedure designed to verify the success of the backup process.
7. Restoration from backups shall be tested initially once the process is in place and periodically afterwards. Confirmation of business functionality after restoration shall also be tested in conjunction with the backup procedure test.
8. Departments and/or subrecipients shall retain backup information only as long as needed to carry out the purpose for which the data was collected, or for the minimum period required by law.
9. Alternate storage facilities shall be used to ensure confidentiality, integrity and availability of all County systems.
10. Each department and/or subrecipient shall develop, periodically update, and regularly test business continuity and disaster recovery plans in accordance with the County's Business Continuity Management Policy.
11. Departments and/or subrecipients shall review and update their Risk Assessments (RAs) and Business Impact Analyses (BIAs) as necessary, determined by department management (annually is recommended). RAs include department identification of risks that can cause interruptions to business processes along with the probability and impact of such interruptions and the consequences to information security. A BIA establishes the list of processes and systems that the department has deemed critical after performing a risk analysis.
12. Continuity plans shall be developed and implemented to provide for continuity of business operations in the event that critical IT assets become unavailable. Plans shall provide for the availability of information at the required level and within the established Recovery Time Objective (RTO) and their location, as alternate facilities shall be used to maintain continuity.
13. Each department and/or subrecipient shall maintain a comprehensive plan document containing its business continuity plans. Plans shall be consistent, address information security requirements, and identify priorities for testing and maintenance. Plans shall be prepared in accordance with the standards established by the County's Business Continuity Management Policy.
14. Each department and/or subrecipient shall define failure prevention protocols to maintain confidentiality, integrity and availability. Departments shall automate failover procedures where applicable and maintain adequate (predictable) levels of ancillary components to meet this provision.

**DRUG FREE WORKPLACE CERTIFICATION**

**Company/Organization Name:**

Career Team LLC

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.*

Anthony Terlizzi

Official’s Name

4/16/2026

Date Executed

Orange

Executed in the County of

DocuSigned by:

*Anthony Terlizzi*

President

Contractor or Grantee Recipient Signature and Title

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

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**


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

Anthony Terlizzi

\_\_\_\_\_  
Name

President

\_\_\_\_\_  
Title

DocuSigned by:  
  
2A50E7AC0F08424...  
 \_\_\_\_\_  
 Authorized Signature

**DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification**

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

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

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

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

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

Career Team LLC


Grantee/Contractor Organization

Anthony Terlizzi

Name

President

Title

DocuSigned by:  
  
2A50E2AC0F08424...  
 Authorized Signature

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

## INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

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

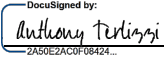
1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the sub-awardee, e. g. the first sub-awardee 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 "Sub-awardee", 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.

**EXHIBIT 4**  
**Page 2 of 3**

**DISCLOSURE OF LOBBYING ACTIVITIES**

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

<p>1. Type of Federal Actions:</p> <ul style="list-style-type: none"> <li>a. contract</li> <li>b. grant</li> <li>c. cooperative agreement</li> <li>d. loan</li> <li>e. loan guarantee</li> <li>f. loan insurance</li> </ul>	<p>2. Status of Federal Actions:</p> <ul style="list-style-type: none"> <li>a. bid/offer/application</li> <li>b. initial award</li> <li>c. post-award</li> </ul>	<p>3. Report Type:</p> <ul style="list-style-type: none"> <li>a. initial filing</li> <li>b. material change</li> </ul> <p>For material change only: Year: _____ Quarter: _____ Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity</p> <p>Prime Sub-awardee</p> <p>Tier _____ if known</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is a Sub-awardee: Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name/Description</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheets SF-LLL-A, if necessary)</p>	<p>10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$      Actual                  Planned</p>	<p>13. Type of Payment (check all that apply)</p> <ul style="list-style-type: none"> <li>a. retainer</li> <li>b. one-time free</li> <li>c. commission</li> <li>d. contingent fee</li> <li>e. deferred</li> <li>f. other specify: _____</li> </ul>	
<p>12. Form of Payment (check all that apply):</p> <ul style="list-style-type: none"> <li>a. cash</li> <li>b. in-kind: specify: _____</li> </ul> <p>nature: _____ value: _____</p>		
<p>14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:</p>		
<p>15. Continuation sheet(s) SF-LLL-A attached:      <input type="checkbox"/> Yes      <input type="checkbox"/> No</p>		
<p>16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature:  _____</p> <p>Print Name: Anthony Terlizzi</p> <p>Title: President</p> <p>Telephone No: _____</p> <p>Date: 4/16/2026</p>	

**DISCLOSURE OF LOBBYING ACTIVITIES**

**CONTINUATION SHEET**

Approved by OMS - 0348-0046

Reporting Entity: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_

**EXHIBIT 5**Commission to End Homelessness  
Homeless Service System Pillars Attestation**Background:**

The Commission to End Homelessness developed the Homeless Service System Pillars Report, which includes four pillars – Prevention, Outreach & Supportive Services, Shelter and Housing – that provide key interventions to assist individuals and families at risk of homelessness or experiencing homelessness. The Homeless Service System Pillars Report provides a definition and goal for each pillar thus establishing a collective understanding of the interventions, programming and outcomes expected for each pillar. Additionally, the Homeless Service System Pillars Report identifies the best practices, principles, and commitments to be followed by each Pillar.



On October 18, 2022, the Orange County Board of Supervisors received the Commission to End Homelessness' Homeless Service System Pillars Report and also directed the Homeless Service System Pillars Report be utilized as a framework in the design and development of programs that address the needs of individuals and families at risk of homelessness or experiencing homelessness across the County of Orange.

The Homeless Service System Pillars Report can be found here:

- Full Report - <https://ceo.ocgov.com/sites/ceo/files/2022-11/CEO-DCEO22-000856%20Attachment%20A.pdf>
- Summary Document - <https://ceo.ocgov.com/sites/ceo/files/2023-02/Pillars.pdf>

**Respondents/Bidders shall Complete, Sign and Submit Exhibit 5 with Proposal/Bid Response:**

Commission to End Homelessness  
Homeless Service System Pillars Attestation



Please select which of the Homeless Service System Pillar(s) that applies to the services being proposed/bid.

**PREVENTION**

**X OUTREACH & SUPPORTIVE SERVICES**

**SHELTER**

**HOUSING**

Please provide a brief description to outline how your proposal/bid meets the best practices and guiding principles of the selected Homeless Service System Pillar(s). If additional space is needed, please attach separate pages to this Exhibit 6.

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Our proposal is designed to align with the best practices and guiding principles of the selected Homeless Service System Pillar(s) by delivering services that are person-centered, housing-focused, and coordinated with the broader continuum of care. We prioritize low-barrier access and engagement, meeting individuals where they are through mobile outreach, on-site services at shelters and community partners, and flexible scheduling that accommodates their circumstances. All services are grounded in trauma-informed and culturally responsive practices, emphasizing dignity, choice, and safety while supporting participants to stabilize, reconnect to income, and progress toward long-term housing and employment. We work in close collaboration with homeless service providers, shelter operators, and mainstream benefit systems to ensure warm handoffs, reduce duplication, and create a seamless experience for participants. Performance is monitored through shared data, outcome tracking, and continuous quality improvement, ensuring that our approach remains aligned with system goals and evolves in response to participant feedback and emerging best practices.



# Homeless\_Service\_System\_Pillars\_Attestation

Final Audit Report

2025-12-10

Created:	2025-12-10
By:	Clarisse Navarro-Zaragoza (clarissezaragoza@careerteam.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuXGKuWqRB5Z5TcC4XG_o7K0i2_eh3fnv

## "Homeless\_Service\_System\_Pillars\_Attestation" History

-  Document created by Clarisse Navarro-Zaragoza (clarissezaragoza@careerteam.com)  
2025-12-10 - 3:31:20 PM GMT
-  Document emailed to David Shufrin (davidshufrin@careerteam.com) for signature  
2025-12-10 - 3:31:24 PM GMT
-  Email viewed by David Shufrin (davidshufrin@careerteam.com)  
2025-12-10 - 6:47:47 PM GMT
-  Document e-signed by David Shufrin (davidshufrin@careerteam.com)  
Signature Date: 2025-12-10 - 6:48:17 PM GMT - Time Source: server
-  Agreement completed.  
2025-12-10 - 6:48:17 PM GMT