

33624



WIA COST REIMBURSEMENT AGREEMENT

County of Orange

FUNDING SOURCES: 100% FEDERAL

AGREEMENT #: V1-V-11

CFDA #(s): 17.258 WIA Adult Programs

THIS AGREEMENT between the County of Orange, hereinafter referred to as "COUNTY", and Pacific Gateway Workforce Investment Network (PGWIN), as administered by the City of Long Beach hereinafter referred to as "CONTRACTOR", consists of fifty-three (53) sections and the following eleven (11) exhibits: A. General Program Requirements; B. Statement of Work; C. Performance Standard and Matrix; D. Budget Schedule; E. Drug Free Workplace Certification, F. Suspension & Debarment Certification G. Certification Regarding Lobbying, H. Disclosure Form to Report Lobbying, I. Child Support Enforcement Provision (for-profit providers only), J. Employment Development Department Independent Operator Reporting Requirements, and K. OC Community Resources Contract Reimbursement Policy.

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- J. EDD Independent Operator Reporting Requirements
- K. OC Community Resources Contract Reimbursement Policy

WHEREAS, Congress has enacted the "Workforce Investment Act of 1998," hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; and

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

WHEREAS, COUNTY, by Minute Order dated, July 27, 2010 a copy of which is on file with the Clerk of the Board of Supervisors of Orange County and which by this reference is incorporated herein and made a part hereof as if fully set forth, has appropriated a portion of grant funds in an amount not to exceed Four Hundred Forty-Five Thousand dollars (\$445,000) to engage CONTRACTOR to carry out certain program services; and

WHEREAS, COUNTY'S OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR") shall administer this Agreement as is necessary or reasonable to comply with or implement the grant funds received by COUNTY and as required by law or applicable regulations; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE

The purpose of the program funded by this Agreement is to provide workforce investment activities that increase employment, retention, earnings and occupations skill attainment through local workforce investment systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement and development activities, job

matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange County and the United States. CONTRACTOR shall ensure that the program funded hereby shall comply with this purpose.

2. TERM

The effective term of this Agreement shall commence on July 1, 2010 and terminate on June 30, 2012 subject to the provisions of Sections 4, 10 and 44 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and CONTRACT ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement up to and including a period of one year, provided that COUNTY's maximum obligation stated in Subparagraph 19 of this Agreement does not increase as a result, and on the same terms and conditions upon mutual agreement of the parties in writing without further Board action, unless the COUNTY earlier terminates this AGREEMENT pursuant to the provisions contained in Paragraph 4 herein.

3. STATEMENT OF WORK

This Agreement is based upon the Statement of Work, attached hereto and incorporated herein as Exhibit B to this Agreement. CONTRACTOR agrees to comply with all provisions, to perform all work, and to provide all services set forth in this Agreement and the aforementioned Statement of Work in a professional, timely and diligent manner. The parties hereto agree that concerning matters not specifically contained within the body of this Agreement, the Statement of Work will be controlling.

4. TERMINATION

(a) CONTRACT ADMINISTRATOR may terminate this Agreement without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by CONTRACT ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligation under this Agreement.

(b) Upon termination, or notice thereof, CONTRACTOR agrees to cooperate with CONTRACT ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, pertinent documents and all equipment or materials purchased with COUNTY funds.

5. SERVICES

CONTRACTOR agrees that those specific program components to be performed by CONTRACTOR, and the service levels to be utilized by COUNTY for program evaluation and monitoring, include, but are not limited to, those set forth in Exhibits "A", "B", and "C" which are attached hereto and incorporated herein as if fully set forth. CONTRACTOR agrees that it is responsible for and guarantees performance of all of the specific program components and service levels listed in Exhibits "A", "B", and "C". CONTRACTOR further agrees that lack of compliance with Exhibits "A", "B", and "C" may, in addition to those remedies set forth in Section 44 of this Agreement, constitute grounds for COUNTY to reduce the level of payment otherwise provided under Section 9 (c) of this Agreement or to reduce the payment level and budget at which CONTRACTOR will be funded for the remainder of the period of this Agreement. Reductions in an amount up to 10% of the total contract may be made by CONTRACT ADMINISTRATOR. Any reduction over 10% shall occur only as a result of action of Board of Supervisors upon recommendation by CONTRACT ADMINISTRATOR.

6. MODIFICATION OF PROGRAM COMPONENTS AND SERVICE LEVELS

The parties hereto agree that those program components, service levels, and line-item budget information detailed in Exhibits "A", "B", "C" and "D" may be modified upon mutual written agreement of the CONTRACT ADMINISTRATOR and CONTRACTOR so long as the total payments under this Agreement are not increased and the basic goals and objectives of the program are not altered. Should the State of California modify any program component and/or service level detailed in Exhibits "A", "B", "C" and/or "D" then the COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

7. BUDGET SCHEDULE

CONTRACTOR agrees that the expenditures of any and all funds under this Agreement will be in accordance with the BUDGET SCHEDULE, a copy of which is attached hereto as Exhibit "D" and which by this reference is incorporated herein and made a part hereof as if fully set forth.

8. MODIFICATION OF BUDGET SCHEDULE

The BUDGET SCHEDULE consists of the following budget categories: Salaries, Benefits, Operations, Consultant/Subcontract, Office Supplies, Employer Reimbursement (OJT), Participant Wages, Participant Benefits, Participant Supportive Services, Participant Incentives, Equipment, and Indirect. Upon written approval of CONTRACT ADMINISTRATOR, CONTRACTOR shall have the authority to transfer allocated program funds from one category of the overall program budget to any other category of the overall program budget, as long as the amount of the total grant is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of CONTRACT ADMINISTRATOR. A modification of the BUDGET SCHEDULE may include the addition of any new budget category. Approval of the Budget Modification by CONTRACT ADMINISTRATOR includes approval of the new Budget Category.

9. PAYMENTS BY COUNTY

CONTRACTOR agrees that any and all funds received under this Agreement shall be disbursed or encumbered on or before June 30, 2012, and that any and all funds remaining as of June 30, 2012, which have not been disbursed or encumbered shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the Agreement in accordance with paragraph 4. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2012. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after July 31, 2012.

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

(a) Monthly Payments. Beginning August 1, 2010, upon receipt and approval by OC Community Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's

actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this Agreement do not exceed Four Hundred Forty-Five Thousand dollars (\$445,000).

(b) COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by CONTRACTOR.

(c) Invoices. COUNTY will reimburse SUBRECIPIENT for eligible project-related costs only. SUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis beginning on July 1, 2010, and **must provide adequate documentation as required by COUNTY in accordance with the OC Community Resources Policy for Documenting SUBRECIPIENT Costs, incorporated herein by reference as Exhibit K**. 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 COUNTY.

10. CONTINGENCY OF FUNDS

CONTRACTOR acknowledges that the obligations of COUNTY under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by COUNTY's Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, CONTRACT ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of CONTRACT ADMINISTRATOR shall be binding on CONTRACTOR. CONTRACT ADMINISTRATOR shall provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with CONTRACT ADMINISTRATOR's decision.

11. COMPLIANCE WITH LAW

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

(a) The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 C.F.R. Parts 652 and 660 through 671.

(1) All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.

(2) CONTRACTOR shall comply with such 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 hereafter amended.

(b) All applicable State statutes, regulations, policies, procedures and directives;

(c) All applicable COUNTY policies, procedures and directives;

(d) All applicable local ordinances and requirements, including use permits and licensing;

(e) Court orders applicable to CONTRACTOR'S operations; and

(f) The terms and conditions of this Agreement, including Exhibits.

If any of the foregoing is enacted, amended, or revised, CONTRACTOR will comply with such or will notify CONTRACT ADMINISTRATOR in writing within thirty (30) days after enactment or modification that it cannot so comply. COUNTY may thereupon terminate this Agreement, if necessary.

12. INSTRUCTORS

CONTRACTOR shall ensure that all instructors involved in the training of participants are qualified to instruct in the appropriate program or training component or curriculum. If necessary, such instructors shall be appropriately certified by the State of California. Within thirty (30) days after the execution of this Agreement, CONTRACTOR shall submit to CONTRACT ADMINISTRATOR a list of the names and qualifications of all instructors who will be providing such training and shall notify CONTRACT ADMINISTRATOR within five (5) business days of any amendments or revisions thereto.

13. PERFORMANCE STANDARDS

CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Standards) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Exhibit "C". Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this agreement to meet such requirements.

14. PLANS AND PROCEDURES

CONTRACTOR shall monitor its program for compliance with the provisions of this Agreement. CONTRACTOR shall also comply with all applicable parts of COUNTY's WIA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from CONTRACT ADMINISTRATOR. Said Policies and Procedures may be modified by CONTRACT ADMINISTRATOR upon ten (10) days written notice to CONTRACTOR.

15. SATISFACTORY WORK

Services rendered hereunder are to be performed to the written satisfaction of CONTRACT ADMINISTRATOR. COUNTY's staff will interpret all reports and determine the quality, acceptability and progress of the services rendered in accordance with the Performance Criteria listed in Exhibit "C". Inconsistencies in performance will be corrected as they occur and are detected.

16. REPORTS

CONTRACTOR shall maintain records and submit such reports, data and information at such times as CONTRACT ADMINISTRATOR may require, and in the form CONTRACT ADMINISTRATOR may require, regarding the performance of CONTRACTOR'S services, activities, costs or other data relating to this Agreement as may be requested by CONTRACT ADMINISTRATOR, upon a form approved by CONTRACT ADMINISTRATOR. CONTRACT ADMINISTRATOR may modify the provisions of this paragraph without further Board action upon written notice to CONTRACTOR.

17. NO SUPPLANTATION

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

18. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR'S agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees and volunteers, shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

19. EMPLOYEE ELIGIBILITY VERIFICATION

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall

indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the 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.

20. ASSIGNMENT

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the CONTRACTOR. No portion of this Agreement shall be assigned without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any portion of this Agreement without the express written consent of COUNTY shall be invalid and shall constitute a breach of this contract.

21. SUBCONTRACTS

CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of CONTRACT ADMINISTRATOR. If CONTRACT ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. CONTRACT ADMINISTRATOR may refuse to pay obligations incurred under any subcontract that does not comply with the terms of this Agreement. All subcontracts must be in writing and copies of same shall be provided to CONTRACT ADMINISTRATOR within thirty (30) days of execution. CONTRACTOR shall include in each subcontract any provision CONTRACT ADMINISTRATOR may require

CONTRACTOR shall ensure that all subcontracts for services and contracted staff are procured in a manner consistent with Federal, State and local guidelines. Description of the intended method of procurement must be included as part of the budget which is included as Exhibit "D" of this Agreement. CONTRACTOR shall itemize all subcontractor and contracted staff costs in the budget so it is clear how the funds will be allocated and spent by each subcontractor. By entering into this Agreement CONTRACTOR agrees that it is the direct provider of services.

22. FISCAL ACCOUNTABILITY

(a) Financial Management System. CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR's system shall provide fiscal control and accounting procedures that will include the following:

- (1) Information pertaining to subgrant 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 subgrant and contract;
- (4) Source documentation to support accounting records; and
- (5) Proper charging of costs and cost allocation.

(b) CONTRACTOR's Records. CONTRACTOR's records shall be sufficient to:

- (1) Permit preparation of required reports;
- (2) Permit the tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
- (3) Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for funding limitations.

(c) Costs Charged. Costs shall be charged to this Agreement only in accordance with the following:

- (1) the Act;
- (2) 20 C.F.R. Part 667; and
- (3) State implementing legislation.

23. PROGRAM INCOME

COUNTY's maximum obligation hereunder shall be reduced by the amount of any program income earned by CONTRACTOR, from sources other than COUNTY, as a result of this Agreement or the services provided by CONTRACTOR pursuant to this Agreement. It shall be the responsibility of CONTRACTOR to inform the COUNTY in writing of any income earned as a result of this Agreement.

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

- (a) Submit a plan to the CONTRACT ADMINISTRATOR for use of any and all proposed Program Income;
- (b) Set-up and maintain a separate bank account for any proposed Program Income and account for any and all such income received; and
- (c) Report to CONTRACT ADMINISTRATOR 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 CONTRACT ADMINISTRATOR.

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

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

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

24. PELL GRANTS/HEA TITLE IV

If CONTRACTOR provides any services under this Agreement to applicants for or recipients of Pell Grants or awards pursuant to Title IV of the Higher Education Act, CONTRACTOR shall cooperate with CONTRACT ADMINISTRATOR in coordinating these grants and awards with WIA funding in accordance with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR shall inform CONTRACT

ADMINISTRATOR in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIA participant under this Agreement.

25. ANNUAL AUDIT

CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIA funds received from COUNTY, in accordance with the Act and 20 C.F.R. Section 667.200. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.

26. ACCESS AND RECORDS

(a) Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this Agreement. CONTRACTOR shall insert this condition in each agreement between CONTRACTOR and a subcontractor that is pursuant to this Agreement shall require the subcontractor to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of CONTRACTOR are kept. CONTRACTOR shall make available its books, documents, papers, financial records, etc., within three (3) days after receipt of written demand by CONTRACT ADMINISTRATOR which shall be deemed received upon date of sending. In the event CONTRACTOR does not make the above referenced documents available within the County of Orange, California, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, in conducting any audit at the location where said records and books of account are maintained.

(b) Records Retention. All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this Agreement shall be kept available at CONTRACTOR's office or place of business for the duration of this Agreement 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 Agreement, or (2) costs and expenses of this Agreement to which COUNTY or any other governmental agency takes exception, shall be retained beyond the four (4) years until final resolution or disposition of such appeals, litigation, claims, or exceptions.

(c) CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

27. FRAUD

CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this Agreement.

28. MODIFICATIONS/CHANGE ORDERS

(a) CONTRACT ADMINISTRATOR may at any time, by written order to CONTRACTOR, make changes within the general scope of this Agreement, 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. Such change orders may be made when necessitated by changes in the Orange County One-Stop System operations or performance, the operations or performance of CONTRACTOR, or changes in applicable statutes, regulations or State of California or Federal mandates or directives. CONTRACTOR may submit a program or budget modification request in response to change orders which significantly alter CONTRACTOR's Statement of Work. Without further Board action, CONTRACT ADMINISTRATOR may execute amendments to this Agreement modifying CONTRACTOR's services in amounts that do not collectively increase or decrease by more than 10% the price of said services under this Agreement when originally executed. Modifications in excess of 10% of the original

Agreement price, and modifications that materially alter either of the parties' obligations hereunder must be approved by the COUNTY's Board of Supervisors.

CONTRACTOR and CONTRACT ADMINISTRATOR shall make a good faith effort to reach an agreement with respect to change orders, which affect the price of services under the Agreement. CONTRACTOR's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to Section 45 of this Agreement. Notwithstanding the foregoing, the price of services under this Agreement shall not be increased except by written modification of this Agreement indicating the new services and price of this Agreement if applicable. Until the parties reach agreement, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this Agreement.

(b) CONTRACTOR may request changes in the scope of performance or services under this Agreement, by submitting a written request to CONTRACT ADMINISTRATOR describing the request and its impact on CONTRACTOR's Proposal, Statement of Work and Budget Schedule. CONTRACT ADMINISTRATOR will review the request and respond in writing within ten (10) business days. Requests shall be reviewed in light of all CID program activities. CONTRACT ADMINISTRATOR's decision whether to approve the request or request Board of Supervisors' approval shall be final. CONTRACT ADMINISTRATOR may approve a request that meets all of the following criteria:

- (i) The request does not increase or decrease the total amount of the funds allocated for the individual programs affected by 10% from the amount specified in Exhibit "D" of this Agreement, when it was originally executed;
- (ii) It does not materially change other terms of this Agreement, and
- (iii) It is supported by adequate consideration to COUNTY.

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

29. **PARTICIPANTS**

(a) Benefits. CONTRACTOR shall provide wages and benefits to individuals who participate in the activities and services funded by this Agreement ("participants") in accordance with the standards and requirements of the Act, including Section 181 of the Act.

(b) Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

(c) Complaint Handling Procedures. CONTRACTOR shall comply with the "Complaint Handling Procedures" under the Act, a copy of which is available from the CONTRACT ADMINISTRATOR. CONTRACTOR shall advise participants of their right to file complaints under the Act and of the procedures for resolution of any complaints. CONTRACTOR shall follow COUNTY's procedures for handling complaints which is available from the CONTRACT ADMINISTRATOR alleging a violation of the Act, regulations, grants or other agreements under the Act, and any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on and shall be followed by CONTRACTOR.

(d) Nondiscrimination and Compliance Provisions

(1) CONTRACTOR shall comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188); the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 C.F.R. Part 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.

(2) CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated thereunder

(California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(3) In the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

(4) CONTRACTOR will include the non-discrimination and compliance provisions of this Section of the Agreement in all subcontracts to perform work under this Agreement.

(5) CONTRACTOR will give written notice of its obligations under this Section of the Agreement to labor organizations with which CONTRACTOR has a collective bargaining or other agreement.

(6) CONTRACTOR shall furnish any and all information requested by CONTRACT ADMINISTRATOR and shall permit CONTRACT ADMINISTRATOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with the above non-discrimination requirements.

30. CONFIDENTIALITY

(a) Without prejudice to any other section of this Agreement, CONTRACTOR shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of Federal and State law. However, CONTRACTOR shall submit to

COUNTY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audit, examinations, monitoring and verification of reports submitted by CONTRACTOR, costs incurred and services rendered hereunder.

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

(c) CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

31. EQUIPMENT

All items purchased with funds provided under this Agreement or which are furnished to CONTRACTOR by COUNTY which have a single unit cost of at least five thousand dollars (\$5,000), including all taxes, shipping, handling and installation costs shall be considered Equipment. Title to all items of Equipment purchased vests and will remain in COUNTY as such shall be designated by CONTRACT ADMINISTRATOR. The use of such items of Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of CONTRACT ADMINISTRATOR.

CONTRACTOR further agrees to the following:

(a) To maintain all items of Equipment in good working order and condition, except for normal wear and tear.

(b) To label all items of Equipment, do periodic inventories as required by CONTRACT ADMINISTRATOR and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by CONTRACT ADMINISTRATOR. All such lists shall be submitted to CONTRACT ADMINISTRATOR 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 CONTRACT ADMINISTRATOR 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 CONTRACT ADMINISTRATOR.

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

(e) The purchase of any Equipment by CONTRACTOR shall be requested by CONTRACTOR in writing, shall require the prior written approval of CONTRACT ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Equipment purchased, which are incurred by CONTRACTOR, if prior written approval has not been obtained from CONTRACT ADMINISTRATOR.

(f) The purchase of computer-related and electronic equipment under \$5,000, including, but not limited to laptops, desktop computers, cell phones, PDAs, cameras, and DVD players, must be approved by CONTRACT ADMINISTRATOR.

32. MUTUAL INDEMNIFICATION

(a) CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the State of California, and the Orange County Workforce Investment Board, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from

any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement.

(b) COUNTY agrees to indemnify and hold CONTRACTOR, and its elected and appointed officials, officers, and employees 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 COUNTY pursuant to this Agreement.

(c) If judgment is entered against CONTRACTOR by a court of competent jurisdiction because of the active negligence of CONTRACTOR, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

(d) If judgment is entered against COUNTY by a court of competent jurisdiction because of the active negligence of COUNTY/COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

33. INSURANCE

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

(b) All insurance policies required by this Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or

deductibles shall be clearly stated on the Certificate of Insurance. If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.

(c) If CONTRACTOR is a governmental entity, CONTRACTOR may elect to self-insure for the insurance coverage required by this Agreement.

(d) The policy or policies of insurance required herein must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is not licensed to do business in the State of California, CEO/Office of Risk Management retains the right to approve or reject the insurer after a review of the insurer's performance and financial ratings.

(e) The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of "A- (Secure Best's Rating)" and a minimum financial rating of "VIII (Financial Size Category)," as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or by going on-line to "ambest.com."

(f) The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with Broad Form Property Damage	\$1,000,000 combined single limit per occurrence
Endorsement and Contractual Liability	\$2,000,000 Aggregate
Automobile Liability including all owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employer's Liability	\$1,000,000 per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

(g) All liability insurance required by this Agreement shall be at least \$1,000,000 combined single limit per occurrence. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

(h) The County of Orange, Orange County Workforce Investment Board, and State of California shall be added as additional insureds on all insurance policies required by this Agreement with respect to the services provided by CONTRACTOR under the terms of this Agreement (except Workers' Compensation/Employers' Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

(i) All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that CONTRACTOR's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Insurance.

(j) All insurance policies required by this Agreement shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

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

(l) The Commercial General Liability policy shall contain a severability of interests clause.

(m) CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in

accordance with provisions of that code. CONTRACTOR will comply with such provisions and shall furnish COUNTY satisfactory evidence that CONTRACTOR has secured, for the period of this Agreement, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

(n) If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Risk Management or by CONTRACT ADMINISTRATOR, award may be made to the next qualified proponent.

(o) COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by CEO/Risk Management as appropriate to adequately protect COUNTY.

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

(q) The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement.

(r) The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

34. PATENT/COPYRIGHT MATERIALS/PROPRIETARY INFORMATION

CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, nonexclusive and irrevocable license to publish, copy, translate or use, now and hereafter, all materials, data, films, tapes, etc., developed under this Agreement including those covered by copyright. The

COUNTY, Federal, and State governments reserve the right to authorize others to use or reproduce such materials. Further, the COUNTY, Federal, and State governments shall have access to any report, preliminary findings or data assembled by CONTRACTOR under this Agreement and shall retain ownership and patent rights to any discovery or invention under this Agreement, as provided in 29 CFR 97.34 and 97.36(i)(8&9).

35. INTELLECTUAL PROPERTY

(a) Federal Funding. In any Agreement 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 Agreement, except as provided in 37 Code of Federal Regulations part 401.14. CONTRACTOR agrees to grant the COUNTY, Federal and State governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) Ownership.

(1) Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, 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.

(i) 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.

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

(4) CONTRACTOR agrees to cooperate with COUNTY in establishing or maintaining COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against third parties with respect to the intellectual Property. If the CONTRACTOR enters into any agreements or subcontracts with other parties in order to perform this Agreement, CONTRACTOR shall require the terms

of the agreement(s) to include all Intellectual Property provisions of paragraphs thirty-four (34) (a) through thirty-four (i). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement or any subcontract.

(5) Pursuant to paragraph thirty-four (34) (b) (4) of the Intellectual Property Provisions of this Agreement, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of paragraph thirty four (a) through thirty-four (i) of the Intellectual Property Provisions in all agreements and subcontracts it enters into with other parties does not apply to agreements or subcontracts that are for customized and on-the-job training as authorized under 20 CFR 663.700-730.

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

(c) Retained Rights/License Rights.

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

(2) Nothing in this provision shall restrict, limit, or otherwise prevent CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that CONTRACTOR's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any provisions of paragraphs thirty four (a) through thirty-four (i) or result in a breach of any provisions of law relating to confidentiality.

(d) Copyright.

(1) CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, paragraph thirty-four (b) (2) (i) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this Agreement shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into an agreement with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written agreement with any such person that (i) all work performed for CONTRACTOR shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement.

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

(e) Patent Rights. With respect to inventions made by CONTRACTOR in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, CONTRACTOR hereby grants to COUNTY a license as described under paragraph thirty

four (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 Agreement's scope of work, then CONTRACTOR agrees to assign to COUNTY, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY in securing United States and foreign patents with respect thereto.

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

(g) Warranties.

(1) CONTRACTOR represents and warrants that:

(i) CONTRACTOR has secured and will secure all rights and licenses necessary for its performance of this Agreement.

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

(iii) Neither CONTRACTOR's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

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

(v) CONTRACTOR has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this Agreement.

(vi) CONTRACTOR has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(vii) CONTRACTOR has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way CONTRACTOR's performance of this Agreement.

(2) COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

(h) Intellectual Property Indemnity.

(1) CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, contract administrators, employees, agents, representatives, successors, and users of its products, ("Indemnities") 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 Indemnities

may be subject, whether or not CONTRACTOR is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of CONTRACTOR pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by CONTRACTOR or COUNTY and which result directly or indirectly from this Agreement. 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 Agreement. COUNTY reserves the right to participate in and/or control, at CONTRACTOR's expense, any such infringement action brought against COUNTY.

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

(3) CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of paragraphs thirty three (a) through thirty-four (i) by CONTRACTOR. CONTRACTOR acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without

limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) Survival. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

36. CORPORATE STATUS

All corporate CONTRACTORS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by CONTRACTOR immediately in writing to CONTRACT ADMINISTRATOR.

37. STANDARDS OF CONDUCT

(a) General Assurance. Every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct. This Agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain. CONTRACTOR, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

(b) Employment of Former State or COUNTY Employees. CONTRACTOR will ensure that any of its employees who were formerly employed by the State of California or the County of Orange, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two (2) years following the termination of such employment.

(c) Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with, CONTRACTOR.

(d) Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTOR will be particularly aware of the varying degrees of influence that can be

exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.

(e) Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR, elected official in the area, or voting or non-voting member of a WIB, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by CONTRACTOR or COUNTY. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes allowed under this Agreement. No voting member of the OCWIB will cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

38. SWEATFREE CODE OF CONDUCT

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

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

39. DRUG FREE WORKPLACE

CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit "E" and incorporated herein by this reference.

40. DEBARMENT

CONTRACTOR shall execute and abide by the Debarment & Suspension Certification attached hereto as Exhibit "F" 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.

41. SECTARIAN ACTIVITIES

CONTRACTOR agrees that this Agreement will not provide for the advancement or aid to any religious sect, church or creed for a purpose that is sectarian in nature, nor will it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination. However, in accordance with Presidential Executive Order No. 13279, issued December, 2002, CONTRACTOR shall also provide and promote equal treatment to all faith-based organizations in administering its federally-funded activities.

42. LITERATURE

Any literature distributed by CONTRACTOR for the purpose of apprising businesses, participants, or the general public of its programs under this Agreement shall state that its programs are supported by the County of Orange and the Orange County Workforce Investment 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."

43. LOBBYING

(a) CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit "G" and incorporated herein by this reference. CONTRACTOR shall complete and immediately forward to CONTRACT ADMINISTRATOR the "Disclosure Form to Report

Lobbying," a copy of which is attached hereto as Exhibit "H", incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR's behalf, engaged or engages in lobbying any federal officer, employee, elected official or agency with respect to this Agreement or the funds to be received by CONTRACTOR pursuant to this Agreement.

(b) CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.

44. BREACH - SANCTIONS

If, through any cause, CONTRACTOR violates any of the terms and conditions of this Agreement, or any prior Agreements whereby grant funds were received by CONTRACTOR, or if CONTRACTOR reports inaccurately, or if an audit report makes disallowances, CONTRACTOR shall promptly remedy its acts or omissions and/or repay COUNTY all amounts due COUNTY as a result thereof. For any such failures or violations COUNTY shall also have the right, at its sole discretion, to: (1) immediately discontinue program support until such time as CONTRACTOR fulfills its obligations or remedies all violations of this Agreement or prior Agreements; and/or (2) collect outstanding amounts, as determined by CONTRACT ADMINISTRATOR to be due COUNTY from CONTRACTOR, by offsetting or debiting from current claims or invoices, if after thirty (30) days written notice CONTRACTOR has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement in accordance with Section 43 herein. CONTRACT ADMINISTRATOR shall give CONTRACTOR written notice of any action pursuant to this paragraph, which notice shall be deemed served on the date of mailing.

45. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning any question arising after the commencement of this Agreement shall be decided by CONTRACT ADMINISTRATOR. In such a case, CONTRACT ADMINISTRATOR shall reduce its decision to writing and mail or otherwise furnish a copy thereof to CONTRACTOR. The decision of CONTRACT ADMINISTRATOR shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CONTRACT ADMINISTRATOR receives from CONTRACTOR a written request to appeal said decision to the COUNTY

Board of Supervisors. Pending final decision of the appeal, CONTRACTOR shall act in accordance with the written decision of CONTRACT ADMINISTRATOR.

46. TOTAL AGREEMENT

This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as are stated herein. CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this Agreement.

47. CHILD SUPPORT ENFORCEMENT

In order to comply with child support enforcement requirements of the County of Orange, CONTRACTOR shall execute and abide by the "Child Support Enforcement Provision" (for profit only providers) attached hereto as Exhibit "I" and incorporated herein by this reference within thirty (30) days of award of contract.

Failure of CONTRACTOR to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) days of notice from COUNTY shall constitute grounds for termination of this Agreement.

48. EDD INDEPENDENT CONTRACTOR REPORTING REQUIREMENTS

CONTRACTOR shall execute and abide by the "EDD Independent Contractor Reporting Requirements Certification" attached hereto as Exhibit "J" and incorporated herein by this reference.

49. NOTICES

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

COUNTY: OC Community Resources
 OC Community Services / Community Investment Division
 1300 South Grand Avenue
 Building "B"
 Santa Ana, California 92705

CONTRACTOR: Pacific Gateway Workforce Investment Network
3447 Atlantic Ave
Long Beach, California 90807

50. GOVERNING LAW AND VENUE

This Agreement 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 Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

51. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

52. PUBLICITY

Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement, shall state that the program, wholly or in part, is funded by the County of Orange and the Orange County Workforce Investment Board.

53. CALENDAR DAYS

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

//

IN WITNESS WHEREOF, the parties hereto certify that they have read and understand all the terms and conditions contained herein and have duly authorized and caused this Agreement to be executed as of the date stated below written.

"COUNTY OF ORANGE a political Subdivision of the State of California"

Dated: 11/22/10

By: [Signature]
Steve Franks
Director, OC Community Resources

CONTRACTOR*

Assistant City Manager

Dated: 01.28.10

By: [Signature] ~~EXECUTED PURSUANT~~
Patrick H. West TO SECTION 301 OF
City Manager THE CITY CHARTER.

Dated: _____

By: _____

Title: _____

*[Authorized signatures for corporations. Requirement of two signatures as follows: (1) One signature by the Chairman of the Board, the President or any Vice President, and (2) one signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.]

APPROVED AS TO FORM
Oct. 20, 20 10
ROBERT E. HANNON, City Attorney
By [Signature]
CARY J. ANDERSON
DEPUTY CITY ATTORNEY

GENERAL PROGRAM REQUIREMENTS

Contractor: Pacific Gateway Workforce Investment Network

1. Project Summary:

- A. These General Program Requirements have been designed to provide the framework wherein the One-Stop Center(s) will provide or will coordinate the provision of services for the Orange County One-Stop System.
- B. Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of WIA, Orange County Workforce Investment Board (OCWIB) Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, Title V of the Older Americans Act, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement.
- C. Where local policy has not been set, Contractor agrees to adhere to state or federal policy, as appropriate.
- D. Governance References
 1. Workforce Investment Act
 - a. Workforce Investment Act of 1998
 - b. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. – Workforce Investment Act; Final Rules The Regulations define the One-Stop Delivery System as:

A system under which entities responsible for administering separate workforce investment, educational and other human resource programs and funding streams (referred to as One-Stop partners) collaborate to create a seamless system of service delivery that will enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance.

(20 CFR, PART 652, §662.100)
 - c. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIA
 - d. Actions, directives, and policy and procedures issued by the Orange County Workforce Investment Board or staff relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.

2. Orange County One-Stop System

Contractor agrees to partner and to provide access to services provided by the mandated WIA One Stop Partners as described in the Act as well as any additional partners identified by the OCWIB or the Orange County Board of Supervisors.

3. One-Stop Principles

Contractor agrees to integrate to the fullest extent possible, the following principles into the delivery of services:

- A. **Streamline services** through an integration of multiple programs, including Wagner-Peyser and WIA, at the service level through One-Stop service centers;
- B. **Empower individuals** with information and resources they need to manage their own careers;
- C. **Employer Services** that recognize business as a customer as well as a source for jobs leading to meaningful employment.
- D. **Universal access** for all job seekers to a core set of career decision-making and job search tools;
- E. **Increase accountability** of the delivery system to achieve improved results regarding skill gains, credentials earned, job placement rates, earnings and retention in employment;
- F. **State and local flexibility** to ensure that delivery systems are responsive to the needs of individual communities; and
- G. **Strong role for local boards** and the private sector to impact the design and operation of delivery systems.

Statement of Work
Veteran's Employment-Related Assistance Program
Pacific Gateway Workforce Investment Network (PGWIN)

I. COORDINATION

- A. Service Delivery:** To comply with the requirements of this Agreement, Pacific Gateway Workforce Investment Network (CONTRACTOR) must effectively and efficiently deliver various workforce development services to recently separated Veterans that have been discharged from the armed forces within the last four years as well as other Veterans target groups enumerated in Veteran's Employment-Related Assistance Program (VEAP), Subgrant Agreement No. K074158 with the California Employment Development Department (EDD) awarded to the Orange County-Pacific Gateway Regional Veterans Services Collaborative (Collaborative) as administered by the Orange County Workforce Investment Board (OCWIB). In order to accomplish this, CONTRACTOR shall maintain and continue to improve the current system of service delivery by clearly demonstrating positive outcomes. The CONTRACTOR shall provide outreach, recruitment, assessment, case management, training, job placement and follow-up services to ensure the long-term success of the Veterans served in this program.

Many Veterans experience difficulties in obtaining employment at a sustainable wage. They often have to take jobs in which they are underemployed and that have a minimal prospect for career advancement. Part of this is due to the inability of Veterans to identify the transferable skills they learned through their recent experience in the military in a way that prospective employers would understand. Another contributing factor is the fact that Veterans often have little to no experience in knowing how to find a job in the business sector. Since they have been employed by the military for a number of years, they often do not have any type of resume nor do they know how to create one. Services are needed to help Veterans "translate" their military skills into business language, learn job seeking skills, practice interviewing skills and adjust their verbal and written communication skills to the private sector.

The Collaborative will offer the VEAP program at all One-Stop locations within their respective jurisdictions. The Collaborative's goal is to train all eligible Veterans in high-demand occupations within four high-growth sub-segments, primarily in the emerging clean energy industry such as energy generation, energy efficiency, green transportation, water/wastewater. Other high-growth industry sectors targeted by the Collaborative include cyber security and goods movement. Apprenticeships and On the Job Training will also be an option for participating Veterans. As part of the VEAP, CONTRACTOR will provide recruitment, assessment, development of an Individual Employment Plan, and enrollment of participants in training programs that lead to an industry-recognized certificate or degree. CONTRACTOR will assess and provide client's Supportive Services needs and refer clients to Collaborative partner services that include mental health assistance and evaluation, assessment of available Veterans benefits, housing, clothing, and unemployment benefits and assistance. After training, CONTRACTOR will assist individuals in obtaining training-related employment work in partnership with Business Services, employers, and Collaborative partners. CONTRACTOR will follow best practices in order to attain the best performance levels in assisting the Veterans.

- B. WIA is not an Entitlement Program:** Selection for a customer's participation in the VEAP is a decision that is based on an assessment of the Veteran's needs, interests, abilities, motivation, and their prospects for successfully completing the program, available funding levels and the local priority of service policy.

II. SERVICE GUIDELINES

- A. Target Population:** The purpose of this Agreement is to provide employment and training related services to Veterans as specified above.

These Veterans have a wide range in age, represent the ethnical diversity of Los Angeles, and have varying levels of education and occupational skills. Previous occupations held by these Veterans will range from unemployed to fast food worker to doctors and lawyers. Many recently separated Veterans will be looking for employment either because they had to close their small business to serve their country, quit their job before deploying for Iraq or Afghanistan, or are returning to their old jobs with a new set of skills and a different career focus from their military experiences.

It is anticipated that Veterans entering this program will have a variety of barriers to employment. This might include unfamiliarity with the job seeking system, lack of education, physical health issues, adverse criminal justice system involvement and/or homelessness that prevents them from successfully obtaining productive employment. Many Veterans may also have alcohol and substance abuse issues that need to be addressed prior to employment. Likewise, the Veteran may have behavioral issues such as anger, depression, anxiety, low self esteem, and post traumatic stress disorder (PTSD).

- B. Collaborative Partner Services:** CONTRACTOR shall facilitate working relationships and manage collaborative partnerships with other agencies that will enhance the delivery of services to Veterans. Partner agencies provide various services to customers including, but not limited to, access to housing, transportation, child care, and community resources such as food, emergency funds, utilities and clothing. These needed services shall be provided by Community Based Organizations, Faith Based Organizations, and Governmental Agencies located throughout Los Angeles and Orange Counties. The VEAP Collaborative will rely on the active collaboration of these public and non-profit organizations to augment the training and educational components that will provide the foundation for re-entry into the workforce. CONTRACTOR will work in partnership with Long Beach City College, US Vets, Managed Care Solutions, Inc., Long Beach Housing Authority and other agencies.
- C. Continuous Quality Improvement:** The VEAP's goal is to strive for continuous improvement in all aspects of service delivery, thereby having a positive effect on System performance. Improvement will be facilitated by the CONTRACTOR through a constant review of policies and procedures, increased sensitivity to the needs of customers, improvement in the level of knowledge of partner services, identification and fulfillment of training needs and through the implementation of best practices.
- D. Policies and Procedures:** In lieu of Policies and Procedures established by the Orange County Workforce Investment Board (OCWIB) and referenced throughout this Exhibit, CONTRACTOR may elect to use their own internal policies. Should CONTRACTOR not have an applicable policy, CONTRACTOR shall abide by the OCWIA policies, as appropriate.

III. SERVICES

A. Services Provided to Veterans: CONTRACTOR shall provide the services described to those who can benefit from and who are in most need of such services, as appropriate, and within the funding and eligibility guidelines. Specialized workforce development services shall be designed to meet the unique needs of the recently-separated and other Veteran populations. All Veterans enrolled in VEAP will receive training that will lead to industry – recognized certificate or degree. CONTRACTOR shall provide services both directly and/or through sub-contracts. CONTRACTOR shall assume responsibility for and meet established benchmarks and performance outcomes, both directly and thru sub-Contractors, as outlined in Exhibits C, and D of this Agreement (Performance Matrix; Budget and Expenditures; respectively).

Services can be broken down into three basic categories:

1. Recruitment and Enrollment:

- a. CONTRACTOR shall have Staff and information representing VEAP located at their One-Stop Locations. These established sites shall be open during regular business hours (Monday thru Friday, 8 am to 5 pm) allowing Veterans access to employment and training related services.
- b. CONTRACTOR shall conduct individual and/or group informational orientation sessions to Veterans at their facilities. Orientations shall identify services available on-site and through the One-Stop System.
- c. CONTRACTOR shall provide information on industry specific occupations. CONTRACTOR shall provide Labor Market Information and career path information on emerging occupations.
- d. CONTRACTOR, along with collaborative partners and the local Veterans employment representatives, shall develop a coordinated marketing campaign designed to enhance ongoing recruitment and outreach efforts.
- e. CONTRACTOR, along with collaborative partners, shall develop material to promote the VEAP with local employers and businesses to generate additional support in hiring Veterans. CONTRACTOR shall provide brochures to EDD Veterans Services staff to be used in informational packets and mailings to recently-separated and other Veterans. CONTRACTOR shall coordinate efforts with EDD Cal Vets Welcome Home campaign.
- f. CONTRACTOR shall adhere to the provisions of State Directives 07-06 and 03-12, Informational Notice 04-OCWDA-04 and any subsequent updates and/or revisions for specific information regarding accessibility information to include on all printed materials.
- g. CONTRACTOR shall target homeless shelters and transitional living sites to provide program information. CONTRACTOR shall conduct outreach to the Veterans Administration, AMVETS, US Vets, Inc. and other Veteran's community groups.
- h. CONTRACTOR shall attend available coordinated Veterans' Job Fairs during the term of the project in conjunction with OCWIB Business Services and provide

hiring events that all Veterans will be invited to attend. CONTRACTOR shall effectively maximize the press opportunities offered around Veteran's Day in November. CONTRACTOR shall provide information about services available, assistance with job search activities and details concerning other federal, state and local social services to which the participating Veterans may be entitled.

- i. Initial Assessment: CONTRACTOR shall conduct an online O*NET-based job skills Assessment in the Virtual One-Stop (VOS) System. The Assessment shall match military education and job training with current civilian workplace needs through a crosswalk search of its comprehensive database of occupational skills, knowledge, and other occupational characteristics. The depth of the Assessment may vary depending on the needs, and the nature of personal and employment barriers of the Veteran.

2. Work Readiness:

- a. Individualized Employment Plan (IEP): Following completion of the Initial Assessment, Case Manager and Veteran, shall develop a VOS-based IEP. The IEP shall address basic needs (housing, transportation, food, clothing, behavioral health/substance abuse counseling), motivation issues, work history, previous education/training, income requirements, barriers to employment, and needed supportive services.

As the needs of the Veteran change, the IEP shall be modified to reflect these changes. Since the approach to case management is to provide individualized attention, the Veteran's changing needs shall be identified quickly. A revised action plan shall be developed along with detailed progress notes indicating how those needs are being met. Post-employment services shall be documented on the IEP, including job retention strategies and other needed follow-up services.

- b. Comprehensive Case Management: The CONTRACTOR shall provide case management services to all Veterans enrolled through the VEAP. Case management is considered a key component of service delivery and critical to the ultimate success of the Veteran. Case management is necessary to assure that all of the needs of the Veteran are met and that information is collected and reported. If a Veteran is enrolled in more than one funding stream, differentiated services provided for each program shall be documented and justified. CONTRACTOR and all partners shall use the VOS for Veteran case management.

The responsibilities of the Case Manager are as follows:

- i. Case Manager shall contact Veterans at least one time per month and a substantial service shall be provided and documented in the VOS. Services shall include, but are not limited to: staff-assisted job development, case management and short term pre-vocational services per TEGl 17-05.
- ii. Case Manager shall be responsible for tracking the Veteran's progress, assistance with identifying and overcoming any barriers, providing career and motivational counseling, acting as an advocate on behalf of the Veteran and making other referrals for services and other resources that are identified in the IEP.

- iii. Case Manager shall assist the Veteran in improving job seeking skills such as interviewing skills, utilizing job search engines, and communicating effectively with potential employers.
 - iv. Case Manager shall use the information collected for input into the VOS System.
 - v. Case Manager shall monitor all program offerings and ultimately performance outcomes.
 - vi. Case Manager shall be responsible for assisting the Veteran in obtaining and retaining employment.
 - vii. Case Manager shall provide access to specialized job readiness workshops to include topics such as: Resume Creation and Critique, Interviewing Techniques, Job Search Techniques, Dressing for Success, and Workplace Etiquette.
 - viii. Case Manager shall provide access to electronic job search tools, self-help references and labor market information. This information shall be used to direct the Veteran into high wage, high growth careers relevant to their surrounding job market so that training dollars are used in the most effective manner.
- c. Supportive Services Coordination: CONTRACTOR shall identify and provide supportive services and/or referrals as appropriate. Supportive services shall include, but are not limited to transportation, clothing, childcare and other costs that may be a barrier to an individual's job search, training or placement. Supportive services shall only be issued after a need has been identified and when no other funding is available to pay for such services. CONTRACTOR shall be responsible for managing the provision of supportive services in as cost efficient manner as possible to ensure fair distribution and non-duplication of resources and services.
- d. Training: All Veterans enrolled in VEAP shall receive training in an industry-certified program. CONTRACTOR shall train in high-demand occupations for industry sectors specified in Subgrant Agreement No. K074158, including the four high-growth subsegments of the emerging clean industry: energy generation; energy efficiency; green transportation; and water/wastewater. CONTRACTOR shall be responsible for referring each Veteran to the most appropriate training activity for the individual as determined from the assessment and the documented statements in the IEP. Various options for training shall be explored so an informed choice can be made that will ultimately lead toward attainment of a diploma or credential, job placement and successful job retention.

The categories below list the training services that may be made available to individuals showing an assessed need:

- i. Classroom training, customized training, apprenticeship opportunities, leveraged training, and On-the-Job Training, specifically targeting the high growth industry sectors, including subsegments of "green" in emerging clean energy occupations, goods movement and others, as planned and offered by Collaborative Partners of the VEAP project. All training must lead to industry-recognized certificates.

- ii. Occupational Skills Training may be offered through Individualized Training Accounts (ITA). ITAs permit a wide range of choices to Veterans and are locally monitored to offer training in only demand occupations.

An ITA shall be issued only after meeting all of the established guidelines and criteria as established by the CONTRACTOR. The approved training vendor may provide only the specified training outlined on the training approval, which is to pay the costs of tuition, books and other required training materials. This training may include Technical Based Training (ie. Distance Learning). The training vendor is responsible for providing this training and ensuring that the Veteran develops the needed competencies to be employed in the specific field. All other needs of the Veteran shall be met through the Case Manager. The Veteran shall receive supportive services, counseling or other assistance they might need in order to have successful completion of training, followed by successful placement into unsubsidized employment. CONTRACTOR shall monitor Veterans' attendance and progress in all training activities.

- iii. High-growth, high-wage training under initiatives and partnerships developed by the Pacific Gateway WIN will be provided by community colleges, employers and other training providers.
- iv. CONTRACTOR may also provide, either in-house, or through referral, classroom training, remedial education, adult education, ROP, literacy and bilingual training, and institutional skills training.
- v. CONTRACTOR shall seek other non-WIA funded training, whenever possible, and shall use these sources to offset WIA funds where applicable.

3. Employment and Follow-up:

- a. CONTRACTOR shall work with Veterans to ensure their resume is updated with information about recently-acquired training and employment experience.
- b. CONTRACTOR shall work with Veterans to prepare them to interview successfully and to follow-up with the Veteran after the interview to provide feedback on how to strengthen verbal responses to interview questions.
- c. CONTRACTOR shall provide job development services to assist the Veterans in obtaining gainful employment that allows them to attain financial independence and successful integration into the community. CONTRACTOR shall work with area businesses to identify employment opportunities in companies that target the recruitment of Veterans. Additionally, CONTRACTOR shall encourage and support the hiring of Veterans in the industry clusters identified as high-growth and high-demand.
- d. After job placement, CONTRACTOR shall assist Veterans and their respective employers with job retention. CONTRACTOR shall provide follow-up activities, as needed, and document any services provided in the case notes of the client file. The purpose of these follow-up services and activities is to ensure that exited Veterans have overcome any problems that may arise during this critical period and to ensure further progress toward long-term employment and self-sufficiency.

- e. During the retention period, CONTRACTOR shall ensure that the Veteran remains employed and if they lose their job during this time, shall immediately work with the Veteran so they can secure new employment. CONTRACTOR shall provide one-on-one counseling during follow-up contacts that focus on identifying and eliminating any barriers that may be preventing the Veteran from successfully retaining a job. Veterans shall be encouraged to attend workshops related to skill enhancement, job retention, and fostering and attaining self-sufficiency.

IV. SERVICE STANDARDS

A. Hours of Operation and Schedules

- 1) Operational hours: CONTRACTOR's One-Stop Center(s) shall be open, at minimum from 8:00 to 5:00 PM. Hours of operation shall effectively serve the needs of its customers.
- 2) Holiday Operation schedules: CONTRACTOR's offices, shall be closed for the following holidays as established by the City of Long Beach during the two-year term of this Agreement. CONTRACTOR shall ensure that arrangements are made to keep full service delivery available throughout the year with limited closings as detailed below for the following holidays:
 - Independence Day
 - Labor Day
 - Thanksgiving
 - Day after Thanksgiving
 - Christmas Day
 - New Year's Eve
 - New Year's Day
 - Martin Luther King Jr. Day
 - President's Day
 - Memorial Day

B. Website and Website Tools

Website: CONTRACTOR's Website shall allow customer's access to information about services and programs about the VEAP. CONTRACTOR will ensure information is accurate and up to date. All virtual resources and tools as well as design and layout changes regarding VEAP shall be approved by the OCWIB prior to development and launch.

C. Communication and Distributed Material

1. Outreach and recruitment CONTRACTOR must provide a copy of all outreach and recruitment materials to OCWIB.

2. Language requirements for all printed material and other information at the One-Stop shall be provided in English, Spanish and Khmer. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop feel welcome and have a positive experience. All marketing materials shall be submitted to the OCWIB Administrative office for approval, prior to use.
3. Notice and Communication requirements where materials indicate that the CONTRACTOR may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the CONTRACTOR shall be indicated. If the CONTRACTOR does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) maybe used as an alternative. [29CFR Part 37; WSD 07-06]
4. Information and services accessed electronically shall be established by CONTRACTOR policy and procedure to assure that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD 07-06]
5. Distributed publications, broadcasts, and other communications, which promote WIA programs or activities, shall include the following tagline:

'This WIA 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'. [29 CFR Part 37], WSD07-6, 08-OCWDA-16

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

'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.) [28 CFR 35.102-35.104 American Disabilities Act Title II]

D. File Maintenance and Documentation:

A case file shall be maintained for every enrolled participant. At a minimum, the case file shall include information and documentation of the following:

- Program eligibility/determination of need;
- All source documents needed for validation (as referenced in State Directive WSD09-18, Information Notices WSIN 09-54 and WSIN 09-40, DOL TEN 8-09 and OCWIB Policy 09-OCWDA-38.
- Certification of source documents and hard or scanned copy of the source documents.
- All MIS/JTA forms
- Initial and/or Comprehensive Assessments, as applicable;
- IEP, including all updates of services provided and completed;
- Completed resume within three weeks of IEP;
- Approved ITA voucher

- Progress reports, time and attendance if receiving WIA funded training. For non-WIA funded training, CONTRACTOR shall require the participant to provide attendance verification from the school as a condition of receiving other WIA services;
- Case management notes showing provision of substantial services.

E. Confidentiality: CONTRACTOR shall agree to the following:

1. All applications and individual records related to services provided under this Agreement, including eligibility for services, enrollment, and referral shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services. The sharing of individual and client information necessary for provision of services under this Agreement; i.e.: assessment; case management notes; program or training referral; job development, placement or follow-up activities; and other services as needed for employment or program support purposes, constitutes a valid use of such information.
2. No person or employee shall otherwise publish or disclose, use, or permit, cause to be published, disclosed or used, any confidential information pertaining to VEAP applicants, participants, or customers.
3. CONTRACTOR shall abide by the current confidentiality provisions of respective statutes and share information necessary for the administration of programs operated through the One-Stop System.

F. Collaborative Partner Relations: In order to ensure effective and efficient service delivery by all partnering agencies under the VEAP, all associated staff shall meet on a quarterly basis during the first year of the project and twice per year thereafter to discuss project operations, share information and best practices, review outcomes and discuss methods for improving service delivery to the Veteran population in Southern California.

V. PERFORMANCE

A. Performance Measures: The Workforce Investment Act requires a comprehensive accountability system to determine the effectiveness of services provided. CONTRACTOR shall agree to meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams received in the operation and administration of the project.

CONTRACTOR's performance shall be evaluated on a quarterly basis and is expected to meet or exceed established performance measures outlined in Exhibit C.

B. Internal Monitoring: CONTRACTOR shall be responsible for on-going internal monitoring of the Veteran's program funded under this Agreement to ensure compliance with legislation, regulations, bulletins and directives. Results of internal monitoring must be in writing and must be available to OCWIB staff, upon request. Internal monitoring shall include, but is not limited to the following:

1. Review of all VOS or hardcopy files to determine that eligibility criteria have been met.
2. Random VOS file review for IEP updates, case note documentation, attendance verification, placement verification, supportive service documentation and delivery, and post placement follow-up.
3. Review of gaps in service delivery.
4. Ongoing review of participant rosters to ensure accuracy of data.
5. Verification of Veteran's attendance, performance and employment information.

C. Corrective Action Plans: Performing at or below the contract level on a monthly basis on any individual performance measure shall be subject to the following corrective action:

1. Assessment of the causes of the low performance;
2. Development and implementation of an appropriate Corrective Action Plan to raise performance; and
3. Monitoring of subsequent performance to assess the impact of the Corrective Action Plan;
4. CONTRACTOR's performance trends and Corrective Action Plans are critical to decisions regarding contract renewal. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or revocation of the Agreement with the County of Orange.

D. Common Measures: CONTRACTOR shall implement Common Measures as defined in TEGL 17-05, Informational Notice 07-OCWDA-12 and any subsequent updates and/or revisions, as applicable.

E. Compliance: All funds are subject to their related Federal, State, and Local statutory and regulatory requirements. These requirements are detailed in governing documents that include, but are not limited to, the WIA and its associated federal regulations, including Title 29 of the Code of Federal Regulations, State and Federal WIA directives, OMB Circulars, and CONTRACTOR's Information Bulletins and Policy Memorandum, as applicable.

VI. DELIVERABLES

A. Deliverables: Limited funding and limited fund life requires that expenditures and participant information be reported in a timely and accurate manner, so that inefficiencies can be identified, and unanticipated fund balances can be determined and reallocated to the best possible use. CONTRACTOR shall submit monthly reports of expenditure data. Performance data, including expenditures, shall be reviewed monthly and beginning with second quarter data, shall be used for making comparisons, assessing performance and reallocating funds.

B. MIS: All data entry shall be completed by the thirteenth (13th) of each month for the previous month's activities. CONTRACTOR shall be responsible for data verification and contract performance compliance.

C. Invoices: Monthly invoices are due to the OCWIB by the twentieth (20th) day following the month being reported.

- D. In-Kind Contribution:** CONTRACTOR shall track in-kind and/or cash match on a monthly basis. The amount of this contribution shall be indicated on Exhibit D.
- E. Monthly Project Report:** CONTRACTOR shall submit a Monthly Project Report no later than the fourth (4th) of each month for the previous month. The Report shall include: (1) Accrued expenditures to date; (2) Participants enrolled to date; (3) Number placed and in what occupations (4) Brief summary of project activities; (5) Constraints or other barriers encountered that impeded your ability to meet project goals and (6) Success Stories.

WIA PERFORMANCE
Pacific Gateway Workforce Investment Network
Veteran's Employment-Related Assistance Program (VEAP)
PY 2010-2011 AND 2011- 2012

<i>Enrollment Matrix</i>	Year 1	Year 2	Total	Performance Goals (%)
<i>A. Total planned enrollments:</i>	75	0	75	100%
<i>B. Total planned placement in education or training:</i>	75	0	75	100%
<i>C. Total completed training</i>	10	53	63	84%
<i>(1) Industry Identified Certificate</i>	7	48	55	73%
<i>D. Total Placements in Unsubsidized Employment</i>	7	48	55	73%
<i>(1) Training Related Employment</i>	3	40	43	78%
<i>E. Total Retained Employment (6 Months)</i>	5	42	47	85%
<i>F. Average Earnings</i>				\$14,600

WIA ADULT PARTICIPANT PLAN

Contractor: Pacific Gateway Workforce Investment Network (PGWIN)

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year	06/10	07/10	08/10	09/10	10/10	11/10
1 Total Participants Registered	0	0	0	8	16	24
2. Program Services						
a. Core Services/Intensive Services	0	0	0	8	16	24
b. Training Services	0	0	0	0	8	18
c. Follow-up Services after Placement	0	0	0	0	0	0
d. Follow-up Services after Exit	0	0	0	0	0	0
3. Exit Status						
a. Total Participants Exiting WIA	0	0	0	0	0	0
(1) Unsubsidized Employment	0	0	0	0	0	0
(a) Training Related	0	0	0	0	0	0
(2) Employability Enhancement Exits	0	0	0	0	0	0
(3) Exited for Other Reasons	0	0	0	0	0	0
Cumulative Participants						
Month/Year	12/10	01/11	02/11	03/11	04/11	05/11
1 Total Participants Registered	32	40	48	56	64	75
2. Program Services						
a. Core Services/Intensive Services	32	40	48	56	64	75
b. Training Services	27	35	43	51	56	64
c. Follow-up Services after Placement	0	0	0	0	0	0
d. Follow-up Services after Exit	0	0	0	0	0	0
3. Exit Status						
a. Total Participants Exiting WIA	0	0	0	0	0	5
(1) Unsubsidized Employment	0	0	0	0	0	2
(a) Training Related	0	0	0	0	0	1
(2) Employability Enhancement Exits	0	0	0	0	0	2
(3) Exited for Other Reasons	0	0	0	0	0	1

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year	06/11	07/11	08/11	09/11	10/11	11/11
1 Total Participants Registered	75	75	75	75	75	75
2. Program Services						
a. Core Services/Intensive Services	75	75	75	75	75	75
b. Training Services	75	75	75	75	75	75
c. Follow-up Services after Placement	0	0	12	15	18	21
d. Follow-up Services after Exit	0	0	0	5	57	5
3. Exit Status						
a. Total Participants Exiting WIA	12	19	27	33	39	44
(1) Unsubsidized Employment	7	12	18	22	26	31
(a) Training Related	3	8	13	15	20	22
(2) Employability Enhancement Exits	4	6	7	8	9	9
(3) Exited for Other Reasons	1	1	2	3	4	4
Cumulative Participants						
Month/Year	12/11	01/12	02/12	03/12	04/12	05/12
1 Total Participants Registered	75	75	75	75	75	75
2. Program Services						
a. Core Services/Intensive Services	75	75	75	75	75	75
b. Training Services	75	75	75	75	75	75
c. Follow-up Services after Placement	24	27	33	36	36	36
d. Follow-up Services after Exit	27	27	51	51	51	51
3. Exit Status						
a. Total Participants Exiting WIA	51	57	64	68	69	73
(1) Unsubsidized Employment	36	41	46	50	51	53
(a) Training Related	28	33	36	41	41	42
(2) Employability Enhancement Exits	10	10	11	11	11	12
(3) Exited for Other Reasons	5	6	7	7	7	8

Cumulative Participants						
	Quarter End Date	Month End Date	Month End Date	Quarter End Date	Month End Date	Month End Date
Month/Year	06/12					
1 Total Participants Registered	75					
2. Program Services						
e. Core Services/Intensive Services	75					
f. Training Services	75					
g. Follow-up Services after Placement	36					
h. Follow-up Services after Exit	51					
3. Exit Status						
a. Total Participants Exiting WIA	75					
(1) Unsubsidized Employment	55					
(a) Training Related	43					
(2) Employability Enhancement Exits	12					
(3) Exited for Other Reasons	8					
Cumulative Participants						
Month/Year						
1 Total Participants Registered						
2. Program Services						
e. Core Services/Intensive Services						
f. Training Services						
g. Follow-up Services after Placement						
h. Follow-up Services after Exit						
3. Exit Status						
a. Total Participants Exiting WIA						
(1) Unsubsidized Employment						
(a) Training Related						
(2) Employability Enhancement Exits						
(3) Exited for Other Reasons						

**Pacific Gateway Workforce investment Network (PGWIN)
 Veteran's Employment-Related Assistance Program (VEAP) Budget
 FY 2010/11 through FY 2011/12**

	VEAP	Budget		
		VEAP	In-Kind Match	Total
PROGRAM	Operations Activities:			
	Salaries	158,355	65,013	223,368
	Benefits	88,679	36,407	125,086
	Monthly Rent			-
	Lease Termination Cost			-
	Staff Training			-
	Printing			-
	Publications/Marketing Material			-
	Meetings / Conferences			-
	Telephone			-
	Equipment (under \$5,000)			-
	Equipment Lease			-
	Insurance			-
	Professional Memberships			-
	Subscriptions			-
	Postage			-
	Office Supplies			-
	Consultant/Subcontract (under \$10,000)			-
	Consultant/Subcontract (over \$10,000)	121,804	330,141	451,945
	Travel / Mileage			-
Other: Operating Expenses	60,276	24,747	85,023	
Operations Related Activities Subtotal	429,114	456,308	885,422	
Direct Client Related Activities:			-	
Participant Wages and Benefits			-	
Employer Reimbursement/OJT			-	
Participant Training Cost	2,496		2,496	
Participant Supportive Services	13,390		13,390	
Other:			-	
Other - Subtotal	-	-	-	
Direct Client Related Activities Subtotal	15,886	-	15,886	
Program Subtotal	445,000	456,308	901,308	
ADMINISTRATION	Administration:			
	Salaries			
	Benefits			
	Other: Indirect			
Other:				
Other Subtotal	-	-	-	
Administration Subtotal	-	-	-	
Grand Total	445,000	456,308	901,308	

Pacific Gateway Workforce Investment Network (PGWIN)
FY 2010-12 EXPENDITURE PLAN

Veteran's Employment-Related Assistance Program (VEAP)

COST CATEGORIES

PROGRAM

- 1 Salaries
- 2 Benefits
- 3 Monthly Rent
- 4 Lease Termination Cost
- 5 Staff Training
- 6 Printing
- 7 Publications/Marketing Material
- 8 Meeting / Conferences
- 9 Telephone
- 10 Equipment :under \$5,000
- 11 Equipment Lease
- 12 Insurance
- 13 Professional Memberships
- 14 Subscriptions
- 15 Postage
- 16 Office Supplies
- 17 Consultant/Subcontract (under \$10,000)
- 18 Consultant/Subcontract (over \$10,000)
- 19 Travel/Mileage
- 20 Other:
- 21 Participant Wages & Benefits
- 22 Employer Reimbursement/OJT
- 23 Participant Training Cost
- 24 Participant Supportive Services
- 25 Other:

ADMINISTRATION

- 1 Salaries
- 2 Benefits
- 3 Operations
- 4 Indirect
- 5 Travel/Mileage
- 6 Other:

	Qt 1	Qt 2	Qt 3	Qt 4	Qt 5	Qt 6	Qt 7	Qt 8	Total
	7/1/10-9/30/10	10/1/10-12/31/10	1/1/11-3/31/11	4/1/11-6/30/11	7/1/11-9/30/11	10/1/11-12/31/11	1/1/12-3/31/12	4/1/12-6/30/12	
1 Salaries	19,794	19,794	19,794	19,794	19,794	19,794	19,794	19,797	158,355
2 Benefits	11,085	11,085	11,085	11,085	11,085	11,085	11,085	11,084	88,679
3 Monthly Rent									-
4 Lease Termination Cost									-
5 Staff Training									-
6 Printing									-
7 Publications/Marketing Material									-
8 Meeting / Conferences									-
9 Telephone									-
10 Equipment :under \$5,000									-
11 Equipment Lease									-
12 Insurance									-
13 Professional Memberships									-
14 Subscriptions									-
15 Postage									-
16 Office Supplies									-
17 Consultant/Subcontract (under \$10,000)									-
18 Consultant/Subcontract (over \$10,000)		30,451		30,451		30,451		30,451	121,804
19 Travel/Mileage		7,535	7,535	7,535	7,535	7,535	7,535	7,535	60,276
20 Other:									-
21 Participant Wages & Benefits									-
22 Employer Reimbursement/OJT									-
23 Participant Training Cost	624		624		624		624		2,496
24 Participant Supportive Services	1,674	1,674	1,674	1,674	1,674	1,674	1,674	1,674	13,390
25 Other:									-
ADMINISTRATION									-
1 Salaries									-
2 Benefits									-
3 Operations									-
4 Indirect									-
5 Travel/Mileage									-
6 Other:									-
GRAND TOTAL	40,711	70,538	40,711	70,538	40,711	70,538	40,711	70,540	445,000

Personnel Breakdown

Name	Position Title*	Annual Salary	Full Time Equivalent	VEAP	In-Kind Match	Other	Total
				0%	0%	0%	0%
	One Stop Center Manager	83,234	8%	8%			8%
	Project Manager	76,318	25%	25%			25%
	Employment Specialist	70,746	75%	75%			75%
	Program Specialist (Business Services)	60,869	25%		25%		25%
	Executive Director	116,959	5%		5%		5%
	Contracts/Procurement	76,318	3%		3%		3%
	Accountant	78,307	5%		5%		5%
	Accounting Clerk	44,024	3%		3%		3%
	MIS Coordinator	78,307	5%		5%		5%
			154%	108%	46%	0%	154%

*Job Descriptions for each Position Title must be attached.

State of California
Drug Free Workplace Certification
STD 21 (NEW 11-90)

EXHIBIT E
Agreement # V1-V-11

COMPANY /ORGANIZATION NAME: City of Long Beach

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 and specifying actions to be taken against employees for violations, 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 danger of drug abuse in the workplace,
 - (b) The person's or organization's policy of maintaining a drug-free workplace,
 - (c) Any available 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 8355(c) that every employee who works on the proposed contract or grant
 - (a) Will receive a copy of the company's drug-free policy statement, 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. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

OFFICIAL'S NAME Patrick H. West

DATE EXECUTED

EXECUTED IN THE COUNTY OF LOS ANGELES

CONTRACTOR or GRANTEE RECIPIENT SIGNATURE



Assistant City Manager

TITLE City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

FEDERAL ID NUMBER 95-6000733

APPROVED AS TO FORM
Oct. 20, 20 10
ROBERT E. SHANNON, City Attorney
By Gary J. Anderson
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

**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)

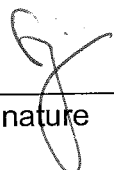
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (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.

Patrick H. West, City Manager

Name and Title of Authorized Representative



Assistant City Manager 10.28.10

Signature

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Date

APPROVED AS TO FORM
Oct. 20, 20 10
By Gary J. Anderson
ROBERT E. HANNON, City Attorney
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

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.

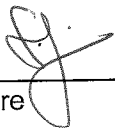
(3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

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.

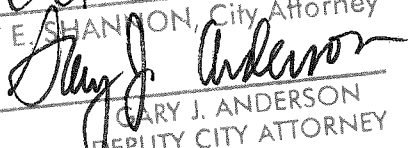
FORMULA

City of Long Beach
Grantee/Contractor Organization Program/Title

Patrick H. West, City Manager
Name and Title of Authorized Signatory

 Assistant City Manager 10-28-10
Signature EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER. Date

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

APPROVED AS TO FORM
Oct. 20, 20 10
ROBERT E. SHANNON, City Attorney
By 
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

6744 Federal Register Volume 55, No. 38/ Monday, February 26, 1990/ Rules and Regulations

Instructions for Completion of SF-LLL Disclosure of Lobbying Activities

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


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

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

DISCLOSURE OF LOBBYING ACTIVITIES

Exhibit H
Agreement # V1-V-11
Page 2 of 3

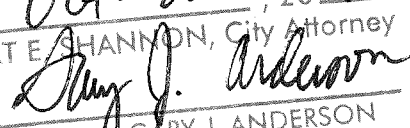
Complete this form to disclose activities pursuant to 31 U.S.C 1352

<p>1. Type of Federal Actions:</p> <ul style="list-style-type: none"> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance 	<p>2. Status of Federal Actions:</p> <ul style="list-style-type: none"> a. bid/offer/application b. initial award c. post-award 	<p>3. Report Type:</p> <ul style="list-style-type: none"> a. initial filing b. material change <p>For Material Change Only: Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>Prime _____ Subawardee _____</p> <p>Tier _____; if known: _____</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee. Enter Name and Address of Prime: _____</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department / Agency: _____</p>	<p>7. Federal Program Name/Description: _____</p> <p>CFDA Number, if known: _____</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"> a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify: _____ 	
<p>12. Form of Payment (check all that apply):</p> <ul style="list-style-type: none"> a. cash b. in-kind: specify: nature: _____ <p>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. Any person who fails to file the required disclosure snail be subject to a civil penalty of not less than \$ 10,000 and not more than \$ 100.000 for each such failure</p>	<p align="right">Assistant City Manager</p> <p>Signature:  _____</p> <p>Print Name: <u>Patrick H. West</u> EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.</p> <p>Title: <u>City Manager</u></p> <p>Telephone No. <u>(562) 570-6916</u></p> <p>Date: <u>10.25.10</u></p>	

APPROVED AS TO FORM

Oct. 20, 2010

ROBERT E. SHANNON, City Attorney

By  _____

GARY J. ANDERSON
DEPUTY CITY ATTORNEY

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMS
0348-0046

Reporting Entity: _____

Page _____ of _____

BILLING CODES 3410-01 -C; 6450-01-C; 6890-01 ;6025-01-C;
7510-01-C , 35 1 0-FE-C; 8120-01 -C; 4710-24-C, 6116-01 -C,
6051 -01 -C, 8230-01 -C~ 3210-01 -C; 4210-32-C, 4410-15-C~
4510-23-C~ 4810-25-C ' 3801 -01 -C;4000-01 -C ' 3820-01 -C,
6560-50-C; 6820-41 -C; 43 1 O-RF- -17 18-01 C ' 4150-04-C. 75
55-0 1 -C, 7537-01 -C~ 75360 1 -C. 6050-28-C, -19 1 U-42-C

**DISTRICT ATTORNEY CHILD SUPPORT ENFORCEMENT
CERTIFICATE REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

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

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

B. In the case of a bidder/proposer doing business other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____


Social Security No: _____

Residence Address: _____

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

"I certify that City of Long Beach is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

Assistant City Manager

	Patrick H. West	City Manager
Authorized Signature	Name	Title

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM

Oct. 20, 20 10
ROBERT E. SHANNON, City Attorney
By Gary J. Anderson
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

EDD Independent Contractor Reporting Requirements

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

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

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

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

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

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

N/A - EXEMPT

First Name	Middle Initial	Last Name
SSN _____		
Contract Number _____	Dollar value of Contract _____	
Start Date _____	Expiration Date _____	



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

Effective: July 1, 2010

PURPOSE:

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

EFFECTIVE DATE:

July 1, 2010

REFERENCES:

Executed Board of Supervisors approved contract
Budget included in contract or presented as an exhibit
OMB Circular A-21 Cost Principles for Educational Institutions
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-122 Cost Principles for Non-Profit Organizations
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61

BACKGROUND:

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced OMB Circulars.

POLICY AND PROCEDURES:

1. Cost incurred by contractor must be substantiated
2. Cost must be incurred during the contract period
3. Total of all reimbursements cannot exceed the amount of the contract
4. Cost must be allowable under applicable OMB Circular
5. All supporting documentation for reimbursement must be submitted with demand letter or invoice
6. Supporting documentation includes, but is not limited to:
 - a. General ledger/expense transaction report
 - b. Payroll register or labor distribution report
 - c. Payroll allocation plan
 - d. Benefit plan and calculation of benefit
 - e. Employer-employee contract for non-customary benefits
 - f. Purchase orders, invoices, and receipts
 - g. Cashed checks
 - h. Check register
 - i. Consultant/sub-contractor invoices (with description of services)
 - j. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement
 - k. Pre-approval documentation for equipment purchases equal to or greater than \$5,000

7. The following is required with the first month's invoice:
 - a. Cost allocation plan for rent, utilities, etc.
 - b. Indirect rate approved by cognizant agency (if applicable)
8. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice
9. Demand letters must contain the following certification:
"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"
10. Demand letter or invoice, along with supporting documentation shall be submitted to:
OC Community Resources Accounting
1300 S. Grand, Building B, 2nd Floor
Santa Ana, CA 92702

ACTION:

Distribute this policy to all appropriate staff

INQUIRIES:

Inquiries may be directed to the following:

- Win Swe: 714-567-7481 or win.swe@occr.ocgov.com
- OOA - Eric Takanishi: 714-567-7430 or eric.takanishi@occr.ocgov.com
- WIA – Yolanda Vazquez: 714-567-7484 or Yolanda.vazquez@occr.ocgov.com
- H&CD – Cathy Tran: 714-567-7482 or cathy.tran@occr.ocgov.com