

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 10/2019)

AGREEMENT NUMBER

TV-2021-20

AMENDMENT NUMBER

1

Purchasing Authority Number

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 24 PAGES

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

California Department of Aging

CONTRACTOR NAME

County of San Bernardino Aging & Adult Svcs

2. The term of this Agreement is:

START DATE

07/01/2020

THROUGH END DATE

06/30/2021

3. The maximum amount of this Agreement is:

\$ 330,042 Three hundred thirty thousand forty-two and 00/100 dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- A. This amendment increases the total amount of the Agreement by \$ 215. The new total of the Agreement shall not exceed \$ 330,042.
- B. Exhibit A (pages 2-13), and Exhibit E (11 pages), are hereby replaced in their entirety and attached hereto.
- C. The attached Budget Display page 10, identified as Amendment 1, replaces the Original Exhibit B – Budget Display, page 10. The Budget, Amendment 1, is hereby incorporated by reference and replaces the original referenced Budget.

*All other terms and conditions shall remain the same.***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of San Bernardino Aging & Adult Svcs

CONTRACTOR BUSINESS ADDRESS

784 E. Hospitality Lane

CITY

San Bernardino

STATE

CA

ZIP

92415-0009

PRINTED NAME OF PERSON SIGNING

Sharon Nevins

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

1300 National Drive, Suite 200

PRINTED NAME OF PERSON SIGNING

Nate Gillen

CITY

Sacramento

STATE

CA

ZIP

95834

TITLE

Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SCM, Volume 1, 4.04, A., (4)

ARTICLE I. PROGRAM DEFINITIONS

- A. “American Job Centers” (AJC, also known as the One-Stop Centers) means agencies that are funded by the Workforce Innovation and Opportunities Act (WIOA). [20 CFR 678.900]
- B. “BCT Partners” is the entity designated by United States (U.S.) Department of Labor (DOL) to maintain the Title V Senior Community Service Employment Program (SCSEP) Performance and Results Quarterly Progress Report System (SPARQ) and the Web Data Collection System (WDCS).
- C. “Charter Oak Group” (COG) is the entity designated by DOL to create and maintain the Title V SCSEP WDCS handbook that provides direction on entering data into the WDCS.
- D. “Classroom Training Hours” means the number of hours spent in classroom training by Title V SCSEP participants. [20 CFR 641.540(c)]
- E. “Community-Service Employment” means part-time, temporary employment paid with contract funds in projects at host agencies through which eligible individuals are engaged in community service and receive work experience and job skills that can lead to unsubsidized employment. The term “community service assignment” is used interchangeably with “community service employment.” Assignments may be supplemented by general or specialized skills training and a participant must have an Individual Employment Plan (IEP) that details skills to be attained and timelines for achieving the goal. [OAA § 518(a)(2)] [20 CFR 641.140] [20 CFR 641.577]
- F. “Core Measures” means performance measures that are subject to goal-setting and corrective action and are:
 - 1. Hours of community service employment;
 - 2. Percentage of project participants who are in unsubsidized employment during the second quarter after exit from project;
 - 3. Percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from the project;
 - 4. Median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project;
 - 5. Indicators of effectiveness in serving employers, host agencies, and project participants;

ARTICLE I. PROGRAM DEFINITIONS (Continued)

6. Number of eligible individuals served; and
7. Number of most-in-need individuals served.

[OAA § 513(b)(1)] [OAA § 518(a)(3)(B)(ii) or (b)(2)] [20 CFR 641.700(b)]
[20 CFR 641.710]

- G. “Eligible Service Population” means unemployed, low-income, California residents who are fifty-five (55) years of age or older and who have poor employment prospects. [OAA § 518(a)(3)(A)] [20 CFR 641.500] [20 CFR 641.520(a)]

Priority must be given to individuals who are sixty-five (65) years of age and older or:

1. Sixty-five (65) years of age and older.
 2. Have a disability.
 3. Have limited English proficiency or low literacy skills.
 4. Reside in a rural area.
 5. Are veterans or spouses of veterans as defined in 20 CFR 641.520(a)(5) 38 U.S.C. 4215(a).
 6. Have low employment prospects.
 7. Have failed to find employment after utilizing services provided through the One-Stop Delivery System.
 8. Are homeless or at risk for homelessness. [OAA § 518(b)]
[20 CFR 641.520]
- H. “Host Agency” means a public agency or private non-profit organization exempt from taxation under § 501(c)(3) of the Internal Revenue Code of 1986 which provides a training work site and supervision for one or more participants. [20 CFR 641.140]
- I. “Hours of Community Service Employment” means the number of hours of community service provided by Title V SCSEP participants. [20 CFR 641.577] [20 CFR 641.710(a)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- J. “In-Kind Contributions” means the value of non-cash contributions donated to support the project or program (e.g., property, service, host agency supervisory time, etc.).
- K. “Indicators of Effectiveness in Serving Employers, Host Agencies, and Project Participants” is defined as the combined results of customer assessments of the services received by each of these three customer groups. [20 CFR 641.710(e)]
- L. “Infrastructure Costs” means the shared infrastructure costs negotiated between the Contractor and the local Workforce Development Board (WDB) to operate a local AJC or One-Stop Center. Shared infrastructure costs are required of all WIOA partners, including Title V SCSEP. These costs are identified in an executed Memorandum of Understanding (MOU) between the Contractor and the local WDB. Infrastructure Costs may be charged to Administration or Other Program. [29 U.S.C 3151] [20 CFR 678.400 through 20 CFR 678.510]
- M. “Job Ready” refers to individuals who do not require further education or training to perform work that is available in their labor market. [20 CFR 641.140]
- N. “Limited English Proficiency” (LEP) means individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. [20 CFR 641.140]
- O. “Low-Income” means family income not more than 125 percent (125%) of the federal poverty guidelines. [OAA § 518(a)(3)(A)] [20 CFR 641.500]
- P. “Measures of Performance” means the seven core measures that are subject to goal-setting and corrective action. [20 CFR 641.700(a)] 20 CFR 641.720]
- Q. “Median Earnings of Project Participants Who are in Unsubsidized Employment During the Second Quarter After Exit from the Project” is defined by the formula: For all participants who exited and are in unsubsidized employment during the second quarter after the exit quarter: The wage that is at the midpoint (of all the wages) between the highest and the lowest wage earned in the second quarter after the exit quarter. [20 CFR 641.710(d)]
- R. “Modified Positions” means the number of authorized training slots adjusted to account for states with a higher minimum wage paid to participants. [SCSEP Quarterly Progress Report, ETA 5140]
- S. “Number of Eligible Individuals Served” (service level) means the total number of participants served, divided by the Contractor’s authorized number of positions, after adjusting for minimum wage. [20 CFR 641.710(f)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- T. “Number of Most-in-Need Individuals Served” (service to most-in-need) means service to participants who meet any of the following characteristics:
1. Have a severe disability.
 2. Are frail.
 3. Are aged seventy-five (75) or older.
 4. Meet the eligibility requirements related to age for, but do not receive, benefits under Title II of the Social Security Act.
 5. Live in an area with persistent unemployment and are individuals with severely limited employment prospects.
 6. Have LEP.
 7. Have low literacy skills.
 8. Have a disability.
 9. Reside in a rural area.
 10. Are veterans.
 11. Have low employment prospects.
 12. Have failed to find employment after utilizing services provided under Title I of the Workforce Innovation and Opportunity Act, Public Law 113-128.
 13. Are homeless or at risk for homelessness.
[OAA § 518(a)(3)(B)(ii) or (b)(2)] [20 CFR 641.710(g)]
- U. “On-The-Job-Experience (OJE) Training” means developing a training assignment that provides the participant an opportunity to develop and practice specific skills and/or experience, which are not attainable through the regular community service assignment. [Older Worker Bulletin No. 04-04]
- V. “Participant” means an individual who is eligible for the Title V SCSEP; is given a community service assignment; and is receiving services funded by the program for up to forty-eight (48) months. [OAA § 518(a)(3)] [20 CFR 641.140] [20 CFR 641.570(a)]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- W. “Participant Position” means an authorized training slot whose unit cost includes administration; participant wage and fringe benefits; and other participant costs. The number of participant slots and the amount of funding available for a given fiscal year is based on an equitable distribution ratio determined by the U.S. Census and allocated by DOL. [OAA § 506(g)(1)] [OAA § 507] [20 CFR 641.140]
- X. “Individual Durational Limit” means a participant can be enrolled in the program for up to forty-eight (48) months, except as extended as allowed under the SCSEP provisions of the CARES Act. [OAA § 518(a)(3)(B)(i)] [20 CFR 641.570(a)] [California Department of Aging (CDA) Program Memo (PM) 10-19] [CARES Act Sec.3223(l)(A)] [DOL Training and Employment Guidance Letter (TEGL) 22-19]
- Y. “Percentage of Project Participants Who are in Unsubsidized Employment During the Second Quarter After Exit from Project” is defined by the formula: The number of participants who exited during the reporting period who are employed in unsubsidized employment during the second quarter after the exit quarter divided by the number of participants who exited during the reporting period multiplied by 100. [20 CFR 641.710(b)]
- Z. “Percentage of Project Participants Who are in Unsubsidized Employment During the Fourth Quarter After Exit from the Project” is defined by the formula: The number of participants who exited during the reporting Period who are employed in unsubsidized employment during the fourth quarter after the exit quarter divided by the number of participants who exited during the reporting period multiplied by 100. [20 CFR 641.710(c)]
- AA. “Program Income” means income earned by the Contractor during the Contract period that is directly generated by an allowable activity supported by contract funds or earned as a result of the award of contract funds, and may include:
1. Voluntary contributions received from a participant or responsible party as a result of the service.
 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 3. Royalties received on patents and copyrights from contract supported activities.
 4. Proceeds from the sale of goods created under CDA grant funds.
- BB. “Recipient Local Share” means local cash and/or in-kind contributions made by the Contractor, Subcontractor, or other local resources and reported to CDA. [OAA § 502(c)(2)] [20 CFR 641.809]

ARTICLE I. PROGRAM DEFINITIONS (Continued)

- CC. “State Plan” means a plan that outlines a four-year strategy, and describes the planning and implementation process, for the statewide provision of community service employment and other authorized activities for eligible individuals under Title V SCSEP. [OAA § 503(a)] [20 CFR 641.140]
- DD. “Supportive Services” means services, such as transportation; health and medical services; special job-related or personal counseling; incidentals, such as work shoes, badges, uniforms, eyeglasses, and tools; child and adult care; housing, including temporary shelter; follow-up services; and needs-related payments which are necessary for an individual to participate in program activities authorized under Title V SCSEP. [OAA § 502(c)(6)(A)(iv)] [OAA § 518(a)(8)] [20 CFR 641.140] [20 CFR 641.545]
- EE. “Title V SCSEP Performance and Results Quarterly Progress Report System (SPARQ)” means the DOL system used to process and analyze Title V SCSEP data and the system used to view, print, and save Title V SCSEP quarterly progress reports, data quality reports, and management reports. [OAA § 503(f)(3)-(4)] [20 CFR 641.879(b)] [20 CFR 641.879(e)-(h)]
- FF. “Title V Senior Community Service Employment Program (SCSEP)” means a program that serves unemployed, low-income persons who are fifty-five (55) years of age and older and who have poor employment prospects by training them in part-time community service assignments and by assisting them in developing skills and experience to facilitate their transition to unsubsidized employment. [OAA § 502(a)(1)] [20 CFR 641.110]
- GG. “Transfer/Change Utility” means the WDCCS procedure used to transfer a participant in SPARQ from one contractor to another or changing a sub-contractor within a subcontractor. [Title V SCSEP Data Collection Handbook Rev. 7 (March 2017), Participant Form Guide (page 39, number 17)]
- HH. “Unemployed” means an individual who is without a job and who wants and is available for work, including an individual who may have occasional employment that does not result in a constant source of income. [OAA § 518(a)(9)] [20 CFR 641.140]
- II. “Web Data Collection System (WDCCS)” means the DOL web-based data collection system used to input all Title V SCSEP program and participant information into SPARQ. [OAA § 503(f)(3)-(4)] [SCSEP Data Collection Handbook Rev. 7 (March 2017) page i] [20 CFR 641.879(b)] [20 CFR 641.879(e)-(h)]

ARTICLE II. SCOPE OF WORK

- A. The Contractor or subcontractor shall perform the following if operating as a direct or contracted Title V SCSEP program:
1. Implement statutory provisions of the Title V SCSEP in accordance with all applicable laws, regulations, and this Agreement including but not limited to:
 - a. Older Americans Act (OAA) of 1965, as amended through Public Law 114-144, enacted April 1, 2016
 - b. 20 CFR Part 641 SCSEP: Final Rule, September 1, 2010.
 - c. .20 CFR Part 641 SCSEP; Performance Accountability, Final Rule, August 29, 2018.
 - d. 20 CFR Part 641 SCSEP; Performance Accountability, Interim Final Rule, December 1, 2017.
 - e. Workforce Innovation and Opportunity Act of 2014 (WIOA), Public Law 113-128.
 - f. 2 CFR Part 200, Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Final Rule.
 - g. 2 CFR Part 2900, Uniform Administrative, Requirements, Cost Principles and Audit Requirements for Federal Awards Technical Amendments, Department of Labor (DOL).
 - h. 20 CFR 678.400 through 20 CFR 678.510.
 - i. Jobs for Veterans Act of 2002, Public Law 107-288. [38 U.S.C. 4215]
 - j. Age Discrimination in Employment Act of 1967, Public Law 90-202.
 - k. California Healthy Workplaces/Healthy Families Act 2014.
 - l. Age Discrimination Act of 1975. [42 U.S.C. 6101 to 6107]
 - m. Terms and Conditions of this Agreement and the Terms and Conditions of the current SCSEP grant.

ARTICLE II. SCOPE OF WORK (Continued)

- n. Other CDA PMs, laws, regulations, and guidance pertaining to Title V SCSEP posted on the CDA website.
 - o. Any other subsequent TEGLs, memos, bulletins, or similar instructions issued during the term of this Agreement by DOL.
 - p. Privacy Act of 1974, as amended, 5 U.S.C. § 552a.
- 2. Review, approve, and monitor its subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. To the extent feasible, ensure that all budgeted funds are fully expended by the end of each fiscal year. [20 CFR 641.430(e)-(f)] [2 CFR 200.327] [2 CFR 200.328]
 - 3. Develop methods of recruitment and selection that will assure the maximum number of eligible individuals have the opportunity to participate in the program. [20 CFR 641.515(a)]
 - 4. Provide a paid orientation to participants that include information on project goals and objectives; community service training assignments; training opportunities; available supportive services; the availability of a free physical examination; participant's rights and responsibilities; CDA Participant Termination Policy; CDA Grievance Policy; CDA Authorized Break in Participation Policy; and permitted and prohibited political activities. [20 CFR 641.535(a)(1)] [20 CFR 641.535(a)(9)] [20 CFR 641.570(d)] [CDA PM 11-06] [CDA PM 11-20] [CDA PM 14-15]
 - 5. Conduct individual assessments of the participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; needs for supportive services; potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment. Assessments must be conducted no less frequently than two (2) times during a 12-month period. [20 CFR 641.535(a)(2)]
 - 6. Provide an Individual Employment Plan (IEP) for each participant based on an assessment. IEPs shall be developed in partnership with each participant and must reflect the needs as well as the expressed interests and desires of the participant. The initial IEP should include an appropriate employment goal for each participant. IEPs shall be updated as necessary to reflect information gathered during the participants' assessments. IEPs shall contain goals, action steps to achieve goals, and timelines to complete goals. [20 CFR 641.140] [20 CFR 641.535(a)(3)]

ARTICLE II. SCOPE OF WORK (Continued)

7. Provide or arrange for training for participants specific to their community service assignment or in support of their training needs identified in their IEP. [20 CFR 641.535(a)(5)-(6)]
8. Submit all requests for an OJE to CDA for approval prior to exercising the OJE with any participants. OJE training is permitted with the same employer, but no more than five (5) times per year for the same job category. [Older Worker Bulletin No. 04-04]
9. Obtain and record the personal information necessary for a proper determination of eligibility for all participants and maintain documentation supporting their eligibility. The income of each participant shall be recertified once every twelve (12) months. Documentation records shall be maintained in a confidential manner. [20 CFR 641.505]
10. Cooperate with community, employment, and training agencies, including agencies under the WIOA, to provide services to low-income older workers. [20 CFR 641.200]
11. Participate in the development of the Title V SCSEP State Plan. Local activities must support the strategic focuses outlined in the Title V SCSEP State Plan. [20 CFR 641.315(a)]
12. Submit a SCSEP Project Quarterly Narrative Progress Reports to CDA each quarter using guidance distributed by CDA. [20 CFR 641.879(f)]
13. Follow-up with participants placed into unsubsidized employment to determine whether they are still employed and to make certain that participants receive any follow-up services they may need to ensure retention. [20 CFR 641.545(c)]
14. Execute a signed Memorandum of Understanding (MOU) between the Local Workforce Development Board(s) and the Contractor detailing how services will be provided and identifying the Contractor required shared infrastructure costs. [WIOA, Public Law 113-128]

The MOU must contain the following components:

- a. A description of the functions/services to be performed for AJC (One-Stop Center) clients.

ARTICLE II. SCOPE OF WORK (Continued)

- b. An explanation of how the costs of these functions/services and AJC (One-Stop Center) operations will be funded, including WIOA required shared contributions to infrastructure costs. Negotiated infrastructure costs must be captured on the Contractor's budget under Administration or Program Other.
- c. A description of the methods to be used for referring clients among the partners.
- d. The duration of the MOU and procedures for amending it.

[29 U.S.C. 3151] [20 CFR 678.400 through 20 CFR 678.510]

- 15. Maintain an up-to-date SCSEP Data Collection Handbook, BCT Partners Data Validation Handbook, and copies of both State and federal departmental requirements so that all responsible persons have ready access to standards, policies, and procedures. [20 CFR 641.879(b)] [20 CFR 641.879(d)-(e)]
- 16. Use the program data collection and reporting system as required by CDA in Exhibit E of this Agreement. [OAA § 503(f)(3)-(4)]
- 17. Submit all requests for a Transfer/Change utility transaction in SPARQ to CDA for prior approval. [Title V SCSEP Data Collection Handbook Rev. 7 (March 2017), Participant Form Guide (page 39, number 17)]
- 18. Not enroll individuals who can be directly placed into unsubsidized employment. [20 CFR 641.512].
- 19. Use the COG's SCSEP Data Collection Handbook, provided on COG's website, for DOL policy guidance, frequently asked questions, and revisions to the handbook.
- 20. The Healthy Workplaces/Healthy Families Act of 2014 provides paid sick leave to all California employees who work for the same employer ninety (90) or more days.

SCSEP programs must:

- a. Provide participants with twenty-four (24) hours of sick leave at the start of each program year, provided the participant(s) have been with SCSEP longer than ninety (90) days.

ARTICLE II. SCOPE OF WORK (Continued)

- b. Unspent sick leave time will not be carried over to the following program year.
- c. A participant is entitled to use paid sick days beginning on the 90th day of the training assignment.
- d. Participants on sick leave are not permitted to participate in any trainings, workshops, and/or meetings.
- e. When a participant uses sick leave, the participant must record absent hours on that pay period's time sheet.

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

The Contractor shall, or if subcontracted, the Subcontractor shall, meet the biennially negotiated performance measures established by the DOL, which include the following core measures:

- 1. Hours of community service employment.
- 2. Percentage of project participants who are in unsubsidized employment during the second quarter after exit from project.
- 3. Percentage of project participants who are in unsubsidized employment during the fourth quarter after exit from project.
- 4. Median earnings of project participants who are in unsubsidized employment during the second quarter after exit from the project.
- 5. Indicators of effectiveness in serving employers, host agencies, and project participants.
- 6. The number of eligible individuals served.
- 7. The number of most-in-need individuals served.

[OAA § 513(b)(1)] [20 CFR 641.700(b)] [20 CFR 641.710]

- C. In addition to the conditions above, the Contractor shall perform the following if subcontracting for Title V SCSEP program services [2 CFR 200.327] [2 CFR 200.328]:

ARTICLE II. SCOPE OF WORK (Continued)

1. Ensure all applicable provisions required within this Agreement are included in any subcontract entered into by the Contractor to carry out the terms of this Agreement.
2. Conduct an annual onsite monitoring, evaluate, and document the Subcontractor's performance and compliance with this Agreement.
3. Provide training, support and technical assistance to the Subcontractor(s) as needed and respond in writing to all written requests from the Subcontractor(s) for guidance, and interpretation of instructions.

Exhibit B- Budget Detail, Payment Provisions, and Closeout

SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM
Budget Display
Fiscal Year 2020-21
July 1, 2020 - June 30, 2021
County of San Bernardino Aging & Adult Svcs

		Initial Allocation	Amendment #1	Total	
FEDERAL FUND PROGRAMS:					
Federal Title V *		329,827	215	330,042	
	Subtotal	329,827	215	330,042	
* Maximum of 8% allowed for Administration					
* Minimum of 79% for participant wages and fringe benefits					
TOTAL FEDERAL TITLE V		329,827	215	330,042	
# of Participant Slots					36
The minimum match requirement is:					38,806
Funds for this contract are provided by using the U.S. Department of Labor Training & Employment Grant					
CFDA#	Project Title		Grant #	Effective Date	
17.235	SCSEP-State Grants		AD-35163-20-60-A-6	7/1/2020	

**1. Funds must be expended by 6/30/21 and final expenditures reported in closeout by 7/30/21.

ARTICLE I. ASSURANCES SPECIFIC TO TITLE V SCSEP

- A. The Contractor shall assure the following:
1. Services are provided only to the defined eligible service population. [20 CFR 641.500]
 2. Participants enrolled in the Title V SCSEP shall receive at least the current State minimum wage or the prevailing local wage, whichever is higher, plus all fringe benefits required by law. The Contractor or subcontractor must provide uniform fringe benefits to all participants. Participants must be paid for orientation, training, assessment, individual employment planning, and community service assignment work hours. [OAA § 502(c)(6)(A)] [OAA § 504(b)] [20 CFR 641.565]
 3. Participants shall be provided skill enhancement opportunities, personal and employment-related counseling, assistance in transition to unsubsidized employment, and other benefits. [20 CFR 641.535]
- B. The Contractor shall assure that the Title V SCSEP will serve the eligible service population and give priority to individuals who:
1. Are sixty-five (65) years of age or older.
 2. Have a disability.
 3. Have LEP or low literacy skills.
 4. Reside in a rural area.
 5. Are veterans or spouses of veterans as defined in 20 CFR 641.520(b).
 6. Have low employment prospects.
 7. Have failed to find employment after utilizing services provided through the AJC Delivery System; or
 8. Are homeless or at risk for homelessness.
- [OAA § 518(b)] [20 CFR 641.520]
- C. The Contractor shall develop and implement methods to recruit minority populations to ensure they are enrolled at least in proportion to their numbers in the population in the area. [OAA § 515(c)]

ARTICLE I. ASSURANCES SPECIFIC TO TITLE V SCSEP (Continued)

- D. The Contractor will comply with an average participation cap for eligible individuals of no more than twenty-seven (27) months in the aggregate, unless requested and approved by DOL, or extended as allowed under the SCSEP provisions of the CARES Act. [OAA § 502(b)(1)(C)] [20 CFR 641.570(c)] [CARES Act Sec.3223(I)(A)] [DOL Training and Employment Guidance Letter (TEGL) 22-19]
- E. The Contractor will assure that community service assignments must not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not Title V SCSEP participants. [OAA § 502(b)(1)(G)] [20 CFR 641.844(1)]
- F. The Contractor will use a tool that encompasses all program requirements found in CDA's Title V SCSEP monitoring tool when monitoring local project (subcontractors).
- G. The Contractor will follow CDA's Participant Termination Policy (PM 11-20). [20 CFR 641.580] [20 CFR 641.910]
- H. The Contractor shall establish grievance procedures for resolving participant's questions and complaints. In addition, the Contractor shall comply with all non-discrimination provisions related to Title V SCSEP funds. [20 CFR 641.827]; [20 CFR 641.910]; CDA PM 11-20 and CDA PM 11-06. The grievance procedure shall in the case of:
 - 1. Civil Rights violations, advise participants to submit their questions or file complaints with the Director, Civil Rights Center, U.S. Department of Labor, Room N-4123, 200 Constitution Avenue, N.W., Washington, D.C. 20210.
 - 2. Non-Civil Rights violations, advise participants who are not satisfied with the final determination of his/her grievance, to file an appeal with DOL within thirty (30) days of the determination. Said appeal shall be directed to Chief, Division of Adult Services, Employment and Training Administration, U.S. Department of Labor 200 Constitution Avenue, N.W., Washington, D.C. 20210.

I. Political Activities

The Contractor shall assure the following:

- 1. The Contractor will post a notice at each training site and make available to each participant, a written explanation of allowable and unallowable political activities in accordance with OAA § 502(b)(1)(P) and 20 CFR 641.836.

ARTICLE I. ASSURANCES SPECIFIC TO TITLE V SCSEP (Continued)

2. Notices shall state that Title V SCSEP participants may engage freely in the political process with the following exceptions:
 - a. Participants may not engage in partisan or nonpartisan political activities during hours for which they are being paid with Title V SCSEP funds. [20 CFR 641.836(d)(1)]
 - b. Participants may not present themselves as a spokesperson for Title V SCSEP while engaged in political activity. [20 CFR 641.836(d)(2)]
 - c. Participants may not be assigned to the office of a Member of Congress, a State or local legislator, or on the staff of any legislative committee. [20 CFR 641.836(d)(3)]
- J. The Contractor shall have appropriate office space for conducting private participant interviews to enable participants to freely discuss their backgrounds and experiences in a confidential manner.
- K. The Contractor shall comply with CDA's Title V SCSEP Authorized Break in Participation Policy (CDA PM 14-15). [20 CFR 641.570(d)]
- L. The Contractor shall ensure participants have safe and healthy working conditions at their community service employment worksites. [OAA § 502(b)(1)(J)] [20 CFR 641.535(a)(10)]
- M. The Contractor acknowledges that CDA reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes:
 1. The copyright in all products developed under this contract, including a subcontract.
 2. Any rights of copyright to which the Contractor or subcontractor purchases ownership under an award (including, but not limited to; curricula, training models, technical assistance products, and any related materials).
 3. Products developed in whole or in part with contract funds shall include the following language:
 - a. This product was funded by a contract awarded by CDA and the U.S. Department of Labor's Employment and Training Administration.

ARTICLE I. ASSURANCES SPECIFIC TO TITLE V SCSEP (Continued)

- b. The product was created by the Contractor and does not necessarily reflect the official position of CDA and the U.S. Department of Labor.
 - c. No guarantees, warranties or assurances of any kind, express or implied are made with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership.
- N. Pursuant to Public Law 116-94, Division A, Title V, Section 506 and 507, contractor acknowledges that federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the pregnancy is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. This does not prohibit providing health benefits coverage for abortions when all funds for that specific benefit do not come from a federal source. Additionally, Contractor agrees that no federal funds may be provided to a local government if that local government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.
- O. Federal funds may not be used to enter into or renew a contract which includes a provision for prescription drug coverage unless the contract also includes a provision for contraceptive coverage. This requirement does not apply to contracts with 1) the religious plans Personal Care's HMO and OSF HealthPlans, Inc and 2) health benefit plans that object to such coverage on the basis of religious beliefs. In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage in contradiction to Section N.
- P. Contractor agrees to comply with the Flood Disaster Protection Act of 1973, and will not use federal funds to acquire, modernize or construct property in flood-prone communities, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of identification.

ARTICLE I. ASSURANCES SPECIFIC TO TITLE V SCSEP (Continued)

- Q. Contractor agrees that its employees and volunteers will not engage in severe forms of trafficking in persons during the period of time that the award is in effect, procure a commercial sex act, during the period of time that the award is in effect, use forced labor in the performance of the Contract. This Agreement is subject to provisions of the Trafficking Victims Protection Act of 2000, and violations of this Article may result in termination of this Contract.
- R. Contractor agrees that work created with the support of federal funds shall be licensed under a Creative Commons Attribution 4.0 (CC BY) license. Work that must be licensed under the CC BY includes both new content created with federal funds and modifications made to pre-existing, recipient-owned content using grant funds. Notice of the license shall be affixed to the work.
- S. Contractor acknowledges that CDA may be required to maintain the currency of information in the Federal Awardee Performance and Integrity Information System (FAPIIS). Contractor agrees to submit the following information to CDA within 30 days when in connection with the performance of this contract:
 - 1. A criminal proceeding
 - 2. A civil proceeding that results in a monetary fine, penalty, reimbursement, restitution, or damages
 - 3. An administrative proceeding that results in a monetary fine, penalty, reimbursement, restitution, or damages
 - 4. Any other criminal, civil or administrative proceeding that could have resulted in a fine, penalty, reimbursement, restitution, or damages
- T. Contractor agrees that the federal government shall have certain intellectual property rights in adherence with the Bayh-Dole Act (the Patent and Trademark Law Amendments Act), as codified at 37 CFR 401.3 and 401.14. These requirements describe the ownership of intellectual property rights and the government's nonexclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually reduced to practice in the performance of work under this grant.

ARTICLE II. REPORTING PROVISIONS

- A. The Contractor shall:
 - 1. Enter program and participant data into SPARQ using the WDGS on a routine basis.

ARTICLE II. REPORTING PROVISIONS (Continued)

2. Review and continually seek to clear errors in the WDSCS and the data must be timely, complete, accurate, and verifiable.
 3. Create a plan to ensure accuracy of data from all levels which includes a method for the Contractor or subcontractors to verify the accuracy of the data prior to submission to CDA.
 4. Train and orient staff and subcontractor's staff on data collection and reporting requirements.
- B. The Contractor shall review DOL Case Management System (CMS) weekly, in accordance with DOL requirements to ensure accuracy of data entry into the WDSCS.
- C. The Contractor shall review Data Quality Reports, monthly, in accordance with DOL requirements to ensure accuracy of data inputted into the WDSCS.
- D. The Contractor shall submit a Corrective Action Plan describing the actions to be taken to achieve the performance goals if the project did not achieve the established performance goals in the previous fiscal year. [20 CFR 641.740(b)]
- E. For purposes of reporting in the Schedule of Expenditures of Federal Awards in the audit, the federal grantor is the U.S. Department of Labor, Employment and Training Administration. The Catalog of Federal Domestic Assistance Number is 17.235.
- [OAA § 503(f)(3)(4)] [20 CFR 641.879]
- F. The Contractor shall submit its Title V SCSEP Project Quarterly Narrative Progress Report to CDA twenty (20) days after the close of each quarter using guidance distributed by CDA. [20 CFR 641.879(f)]

ARTICLE III. APPEAL PROCESS

In the event of a contract dispute or grievance regarding the terms and conditions of this Contract, both parties shall abide by the following procedures:

- A. The Contractor shall first discuss the problem informally with the designated Coach of the Area Agency on Aging (AAA)-based team within CDA. If the problem is not resolved, the Contractor must, within fifteen (15) working days of the failed attempt to resolve the dispute with the designated Coach of the AAA-based team within CDA, submit a written complaint together with any evidence to

ARTICLE III. APPEAL PROCESS (Continued)

the Long-Term Care and Aging Services Division Deputy Director. The complaint must include the disputed issues, the legal authority/basis for each issue which supports the Contractor's position and the remedy sought. The Deputy Director shall, within fifteen (15) working days after receipt of the Contractor's written complaint, make a determination on the dispute and issue a written decision and reasons therefore. All written communication shall be pursuant to Exhibit D, Article XVI., of this Agreement. Should the Contractor disagree with the decision of the Deputy Director, the Contractor may appeal the decision to CDA's Chief Deputy Director.

- B. The Contractor's appeal must be submitted within ten (10) working days from the date of the decision of the Long-Term Care and Aging Services Division Deputy Director; be in writing; state the reasons why the decision is unacceptable; and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of the Contractor's appeal, the Chief Deputy Director or designee shall meet with the Contractor for review of the issues raised on appeal and issue a final written decision.
- C. The Contractor may appeal the final decision of CDA's Chief Deputy Director in accordance with the procedures set forth in 1 CCR 1200.
- D. Costs incurred by the Contractor or subcontractor for administrative or court review are not reimbursable.

ARTICLE IV. TITLE V SCSEP CONTRACTOR TRANSITION PLAN

- A. The Contractor shall submit a transition plan to CDA within fifteen (15) business days of delivery of a written Notice of Termination by CDA or Notice of Intent to Terminate by the Contractor. The transition plan must be approved by CDA and shall at a minimum include the following:
 - 1. A thirty (30) day written notice informing participants of program closure, reduction of slots, or change in service provider.
 - 2. A process on how confidential records of participants and database files will be relinquished by the Contractor and transferred to the new service provider.
 - 3. A process to communicate with national Title V SCSEP grantees to transfer current participants into other employment/training opportunities.

**Additional Provisions – Exhibit E
TV 2021 Contract**

ARTICLE IV. TITLE V SCSEP CONTRACTOR TRANSITION PLAN (Continued)

4. A process on how supportive services will be identified and provided to participants to ease in the transition.
 5. A process to conduct a property inventory and plan to dispose of, transfer, or return to CDA all equipment purchased during the entire operation of the Contract.
 6. A description of adequate staff to provide continued service through the term of the existing Contract. [22 CCR 7206(e)(4)]
- B. The Contractor shall implement the transition plan as approved by CDA. CDA will monitor the Contractor's progress in carrying out all elements of the transition plan.
- C. The Contractor agrees to implement a transition plan submitted by CDA to the Contractor when the Contractor fails to provide and implement a transition plan as required by Exhibit D, Article XII.

ARTICLE V. ADDITIONAL FEDERAL REQUIREMENTS

This Agreement is subject to the requirements of the U.S. Department of Labor (DOL)'s Senior Community Service Employment Program (SCSEP) grant Terms and Conditions and Assurances. By receiving funds under this Agreement, the Contractor agrees that it will carry out the project/program as authorized and will comply with the terms and conditions and other requirements of this Agreement, including but not limited to:

A. U.S. Department of Labor Training and Guidance Letter (TEGL) 22-19

Contractor is bound by the authorizations, restrictions, and requirements contained in the U.S. Department of Labor, Training and Guidance Letter (TEGL) 22-19, SCSEP Planning Instructions and Allocations.

B. Salary and Bonus Limitations (TEGL 5-06)

Pursuant to Public Law 116-94, Division A, Title I, Section 105, this award is subject to the Salary and Bonus limitations in Public Law 109-234. The limitation applies to all programs administered or funded by the U.S. Department of Labor and covers any salary or bonus payments made by the Contractor or subcontractor to an individual.

ARTICLE V. ADDITIONAL FEDERAL REQUIREMENTS (Continued)

C. Requirements for Conferences and Conference Space

Conferences sponsored in whole or in part by the Contractor are allowable if the conference is necessary and reasonable for the successful performance of the federal award. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432.

D. Architectural Barriers

Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these 23 requirements.

E. Executive Orders

The Contractor shall assure compliance with the following Executive Orders (EO)

1. EO 12928 - Contractor is strongly encouraged to provide subcontracting opportunities to Historically Black Colleges and Universities and other Minority Institutions; Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
2. EO 13043 - Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.
3. EO 13513 - Contractors and subcontractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government Owned Vehicles (GOV), while driving Privately Owned Vehicles (POV) when on official Government business, or when performing any work for, or on behalf of the Government.
4. EO 13166 - Contractor shall take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency. Meaningful access may

ARTICLE V. ADDITIONAL FEDERAL REQUIREMENTS (Continued)

entail providing language assistance services, including oral and written translation, where necessary. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

F. Reporting Total Compensation of Contractor Executives

The Contractor shall report the names and total compensation of its top five (5) most highly compensated executives for the preceding fiscal year unless the Contractor's gross income from all federal contracts and subcontracts is under \$300,000. Such report shall be made to CDA no later than thirty (30) days after the execution of this Agreement.

G. Reporting Fraud, Abuse, and Criminal Conduct (TEGL 2-12)

The Contractor shall immediately document and report to CDA allegations, suspicions and complaints involving possible fraud, program abuse and criminal misconduct. In addition, situations involving imminent health or safety concerns, or the imminent loss of funds exceeding an amount larger than \$50,000 (e.g. \$500,000), are considered emergencies and must immediately be reported to CDA by telephone and followed up with a written report, no later than one working day after the telephone report. No action will be taken against any complainant for disclosing information concerning criminal or improper activities or making a valid complaint to proper authorities. Complainants may remain anonymous.

H. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225(a), the Contractor must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Contractors may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if the property is in compliance, or to find other information about the Act.

I. Contracting with Corporations

The Contractor is prohibited from knowingly entering into a contract, memorandum of understanding, or cooperative agreement with any corporation or its subsidiary that:

1. Was convicted of a felony criminal violation under any federal law within the preceding twenty-four (24) months.

ARTICLE V. ADDITIONAL FEDERAL REQUIREMENTS (Continued)

2. Has any unpaid federal tax liability for which all judicial and administrative remedies have been exhausted.
3. Is an inverted domestic corporation under Section 835(b) of the Homeland Security Act of 2002. [6 U.S.C. 395(b)]

J. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to Public Law 116-94, Division A, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by DOL.

K. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to Public Law 116-94, Division A, Title V, Section 527, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

L. Requirement for Blocking Pornography

Pursuant to Public Law 116-94, Division A, Title V, Section 520, no federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.