

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)]

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- 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. [OAA § 502(b)(1)(C)] [20 CFR 641.570(c)]
- 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.

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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:

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- a. This product was funded by a contract awarded by CDA and the U.S. Department of Labor's Employment and Training Administration.
  - 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. Contractor acknowledges that federal funds may not be expended for health benefits coverage that includes coverage of abortions, except where the abortion is due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, 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. 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.
- P. 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.
- Q. 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

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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.

- R. 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
- S. 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 WDCS on a routine basis.
  2. Review and continually seek to clear errors in the WDCS 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.

ARTICLE II. REPORTING PROVISIONS (Continued)

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 WDACS.
- C. The Contractor shall review Data Quality Reports, monthly, in accordance with DOL requirements to ensure accuracy of data inputted into the WDACS.
- 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 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

ARTICLE III. APPEAL PROCESS (Continued)

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.
  - 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.

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

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) 17-17

Contractor is bound by the authorizations, restrictions, and requirements contained in the U.S. Department of Labor, Training and Guidance Letter (TEGL) 17-17, SCSEP Planning Instructions and Allocations.

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

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.

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.



ARTICLE V. ADDITIONAL FEDERAL REQUIREMENTS (Continued)

D. 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 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>.

E. 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.

F. 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,

ARTICLE V. ADDITIONAL FEDERAL REQUIREMENTS (Continued)

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.

G. 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.

H. 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.
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)]

I. Prohibition on Procuring Goods Obtained Through Child Labor

No funds may be obligated or expended for the procurement of goods mined, produce, manufactured, or harvested or services rendered, in whole or in part, by forced labor in industries identified by DOL. (Public Law 115-31, Division H, Title I, Section 103]