



SECOND AMENDMENT  
TO CONTRACT NO. MA-012-24010662  
FOR THE PROVISION OF  
WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA)  
ONE-STOP OPERATOR SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
AMERICA WORKS OF CALIFORNIA, INC.

This Amendment to Contract No. MA-012-24010662 (as amended “Contract”), hereinafter referred to as “Second Amendment,” is made and entered into or upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” and America Works of California, Inc., D-U-N-S No. 788624315, a California, for-profit corporation, with a place of business at 510 W. 6<sup>th</sup> Street, STE 326., Los Angeles, CA 90014 (hereinafter referred to as “Subrecipient”), with a County and Subrecipient sometimes referred to as “Party” or collectively as “Parties”.

**RECITALS:**

**WHEREAS**, The Board of Supervisors approved Contract No. MA-012-24010662 (hereinafter referred to as “Contract”) with the America Works of California, Inc. for the provision of WIOA One-Stop Operator Services June 4, 2024, with an approved allocation of \$2,000,000 and services commencing July 1, 2024 through June 30, 2025; and

**WHEREAS**, the Parties executed the First Amendment to increase Contract monetary amount by \$286,781 under FY 2024-25 for a new annual maximum obligation of \$2,286,781; and replace Attachment A- Scope of Services with Attachment A-1, replace Attachment B- Payment Compensation with Attachment B-1, replace Attachment C- Budget Schedule with Attachment C-1, and replace Attachment E- Federal Award Identification Information with Attachment E-1; and

**WHEREAS**, the Parties now desires to enter into this Second Amendment to renew the Contract for an additional one year period beginning July 1, 2025 through June 30, 2026 with an annual maximum obligation of \$2,380,000; and to replace Attachment A-1 - Scope of Services with Attachment A-2, replace Attachment B-1 - Payment Compensation with Attachment B-2, replace Attachment C-1 - Budget Schedule with Attachment C-2, and replace Attachment E-1 - Federal Award Identification Information with Attachment E-2, and replace Exhibit 5 – OC Community Resources Contract Reimbursement Policy with Exhibit 5-1; and

**WHEREAS**, the Parties also desire to amend the contract to replace Article BB – Contingency of Funds from the Contract’s General Terms and Conditions; and

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, both Parties mutually agree to amend the Contract as follows:

1. Renew the Contract for an additional one-year period beginning July 1, 2025 through June 30, 2026 with an annual maximum obligation of \$2,380,000.
2. Replace Article BB – Contingency of Funds as follows:

BB. Contingency of Funds: Subrecipient acknowledges that funding or portions of funding for this Contract may be contingent upon State or Federal budget approval; receipt of funds from, and/or obligation of funds by, the State of California or Federal government to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may terminate upon ten (10) days written notice or modify this Contract without penalty. County's obligation to pay Subrecipient, and Subrecipient's rights to be paid and/or retain amounts paid under this Contract, are contingent on the applicable funding source funding the amounts Subrecipient submits for reimbursement under this Contract. If the County, a state or federal agency, or other funding source deems any amount paid under this Contract to be disallowed or ineligible, or if any amount paid to Subrecipient is not funded by the funding source, or if the County is required to repay any amount to the funding source, at any time including following any audit(s), Subrecipient shall repay the County within 30 days' after receiving the County's written demand for repayment.

3. Attachment A-1, Scope of Services is hereby replaced with Attachment A-2.
4. Attachment B-1, Payment Compensation is hereby replaced with Attachment B-2.
5. Attachment C-1, Budget Schedule is hereby replaced with Attachment C-2.
6. Attachment E-1, Federal Award Identification Information is hereby replaced with Attachment E-2.
7. Exhibit 5 – OC Community Resources Contract Reimbursement Policy with Exhibit 5-1
8. Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

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IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the dates with their respective signatures:

\*AMERICA WORKS OF CALIFORNIA, INC.

DocuSigned by:

Lee Bowes

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By: \_\_\_\_\_

Name: Lee Bowes

Title: ceo

Dated: 4/7/2025

DocuSigned by:

Mark Mackler

8F0FBFD70F81446...

By: \_\_\_\_\_

Name: Mark Mackler

Title: CFO

Dated: 4/7/2025

\*For Contractors that are corporations, signature requirements are 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, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

\*\*\*\*\*

COUNTY OF ORANGE  
A Political Subdivision of the State of California  
COUNTY AUTHORIZED SIGNATURE:

By: \_\_\_\_\_

Jennifer Martinez, DPA  
OC Community Resources

Dated: \_\_\_\_\_

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL

DocuSigned by:

John Cleveland

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By: \_\_\_\_\_

DEPUTY COUNTY COUNSEL

Dated: 4/8/2025

\_\_\_\_\_



## ATTACHMENT A-2 SCOPE OF SERVICES OC Workforce Solutions Operator Services (One-Stop Operator Services)

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

### **A. Governance**

1. Subrecipient agrees to comply, remain informed, and deliver services consistent with the provisions of the **U.S. Department of Labor, Employment and Training Administration Workforce Innovation Opportunity Act (WIOA)**, County of Orange Policies, Orange County Local Area's Strategic Four-Year Regional and Local Plans, applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, local, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Contract. Where local policy has not been set, Subrecipient agrees to adhere to state or federal policy, as appropriate.

### **B. Governance References**

1. **Workforce Innovation and Opportunity Act (WIOA)** of 2014 U.S. Department of Labor, Employment and Training Administration, 20 CFR Parts 601,651,652, et al. WIOA Final Rule, U.S. Department of Labor, Employment and Training Administration, 20 CFR Part 676,677and 678 WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; WIOA Final Rule.
2. Information Bulletins, Directives and any other federal and/or state guidance documents pertaining to the WIOA.
3. Actions, directives, and policy and procedures approved by the California Employment Development Department (EDD), County of Orange (County) which includes the Orange County Community Resources (OCCR) and Orange County Community Services (OCCS), Orange County Workforce Development Board (OCWDB), or the Orange County Workforce and Economic Development Division (WEDD) relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements.

### **C. Orange County Workforce Solutions One-Stop Centers (OC Workforce Solutions Center)**

1. Subrecipient agrees to provide management and oversight of the partnership of agencies that comprises the AJCC One-Stop System as described in the WIOA as well as any additional partners identified by the County or the OCWDB.

#### **D. Vision for the OC Workforce Solutions Centers under WIOA**

1. WIOA is quality-focused, employer-driven, customer-centered, and tailored to meet the needs of regional economies. It is designed to increase access to, and opportunities for, the employment, education, training, and support services that individuals need to succeed in the labor market, particularly those with barriers to employment. WIOA aligns workforce development, education, and economic development programs with regional development strategies to meet the needs of local and regional employers, and provide a comprehensive, accessible, and high-quality workforce development system.

### **I. Coordination**

#### **A. General Overview**

1. The WIOA, Pub. L. 113-128, establishes comprehensive legislation that reforms and modernizes the public workforce system. WIOA reaffirms the role of the public workforce system, and brings together and enhances several key employments, education, and training programs. It ensures that the workforce system operates as a comprehensive, integrated and streamlined system to provide pathways to prosperity for those it serves and continuously improves the quality and performance of its services.
2. In Partnership with the OCWDB, the County oversees workforce development activities and establishes programs in response to the workforce needs of Orange County local workforce development area, including labor market information, employment and training services, and business services. The County designs and implements programs and services for businesses, adult job seekers, dislocated workers and young adults, working in close collaboration with education, business, labor, economic development and other stakeholders. Central to the County's ability to provide services is the Orange County Workforce Solutions Centers, a proud partner of America's Job Center of California (AJCC) network and young adult employment and training programs located throughout the county.
3. The OC Workforce Solutions Centers and affiliate locations will continue to serve as the service delivery system for programs funded under the WIOA and its partner programs. The Orange County Workforce Solutions Centers is a collaboration of organizations and agencies that are responsible for the administration of workforce development, educational, social services and other human services programs and funding streams that provide assistance to clients receiving services through the OC Workforce Solutions Centers.
4. Subrecipient shall serve as the OC Workforce Solutions One-Stop Center Operator for the Orange County local workforce development area as outlined within this

- Attachment. Subrecipient shall provide a comprehensive menu of programs and services as required by the WIOA.
5. To comply with the requirements of this Contract, Subrecipient shall deliver workforce development services to the OC Workforce Solutions Centers, identified affiliates and specialized locations as outlined in Section III. The services shall be provided to eligible adults, dislocated workers and other designated special populations.
  6. Subrecipient shall conform to all WIOA regulations, directives and policy guidance issued by the DOL, EDD, State, OCWDB and County or authorized designee during the term of this Contract.

## II. Service Standards

### A. Hours of Operation

1. **Regular Hours of Operation:** All center(s) shall be fully staffed during scheduled hours of operation. Hours of operation shall effectively serve the needs of its clients. Accordingly, the County may require additional evening hours, should it be deemed necessary.

Orange County Workforce Solutions Center – North**	
Monday to Friday	8:00 a.m. – 6:00 p.m.*
Saturday	9:00 a.m. – 1:00 p.m.
Sunday	Closed

Orange County Workforce Solutions Center – South**	
Monday to Friday	9:00 a.m. – 6:00 p.m.
Saturday	9:00 a.m. – 1:00 p.m.
Sunday	Closed

\*8:00 a.m. – 9:00 a.m. EDD services; full center services begin at 9:00 a.m.

\*\*Exception of observed holidays.

2. **Holiday Operation Schedules:** Subrecipient must ensure service delivery is available throughout the holiday seasons. Closures are only authorized on County observed holidays. Subrecipient shall coordinate its holiday schedule with the County to ensure optimal operating hours for the Center and arrangements are made to keep full-service delivery available throughout the year. If the County or Workforce Solutions partners observe a holiday that the Subrecipient does not (i.e., Subrecipient is the only onsite provider), it is the responsibility of the Subrecipient to continue with operations and maintain as many core services available as possible. If the reverse occurs, and the Subrecipient observes a holiday that neither the County nor the OC Workforce Solutions Center partners do, it is still the responsibility of the Subrecipient to ensure the facility is open and accessible to partners as well as provide a security guard for the day (if applicable). The following County-observed holidays shall be observed:

County Observed Holidays	
Independence Day	Christmas Day
Labor Day	New Year's Day
Native American Day	Martin Luther King Jr. Day
Veteran's Day	Lincoln's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day

3. **Telecommuting:** It is expected that services are provided in-person under this Contract. Subrecipient must submit written request with justification and must obtain written approval from the County prior to authorizing any staff to telecommute under this Contract.

**B. OC Workforce Solution Center Locations:**

- 1) **Orange County Workforce Solutions Center – North**  
675 Placentia Ave,  
Suites 300 & 330  
Brea, CA 92821
- 2) **Orange County Workforce Solutions Center – South**  
28202 Cabot Road,  
Suites 100 & 140  
Laguna Niguel, CA 92677

**C. Affiliate and Specialized Locations:**

- 1) **Los Alamitos Joint Forces Training Base**  
11206 Lexington Drive,  
Building 244,  
Los Alamitos, CA 90720
- 2) **Manchester Office Building**  
301 The City Drive S  
Orange, CA 92868
- 3) **Theo Lacy Center**  
501 The City Drive,  
Orange CA 92868
- 4) **Tustin Temporary Emergency Shelter**  
2345 Barranca Parkway,  
Tustin, CA 92782
- 5) **Probation Center South County (Verdugo)**  
23271 Verdugo Drive,  
Laguna Hills, CA 92653
- 6) **Orange County Workforce Solutions Center Mobile Unit**  
(upon request and availability)

1. The County of Orange holds the lease agreements for the two OC Workforce Solutions Centers. Subrecipient shall make all necessary sublease arrangements with co-located partners to secure the co-located partners portion of the infrastructure costs that include but are not limited to lease, security, IT support, high speed data, copier rentals, phone service, and building access control.
2. Subrecipient shall ensure that the necessary equipment and technical support is available and provided for program services offered at all affiliate locations.
3. Subrecipient shall ensure all affiliate locations are included in the Affiliate/Specialized Baseline AJCC Certification and AJCC Certification Indicator report.
4. In addition to the providing the services described in the Contract and this Attachment A-2 in-person and on-site, Subrecipient shall also make all, or portion of such services available through electronic/virtual means including but not limited to on-line, over the telephone, and through platforms identified by the County, and as directed by the County.
5. Subrecipient acknowledges and agrees that the County, in its sole and absolute discretion, shall have the right to add, change, or move OC Workforce Solutions Centers, affiliate and other service locations to meet the needs of the County. Subrecipient shall be obligated to provide all services described in the Contract and this Attachment A-2 (Scope of Services), or any portion thereof, including, but not limited to, staff and services at all future locations approved by the County, under the same rates, reimbursement cost structure, and terms stated in the Contract and this Attachment. In the event the County notifies Subrecipient in writing of its intent to change the location for services, within five (5) days after such notice, Subrecipient shall begin working with the County to implement the location change and shall promptly assist the County to prepare an amendment to the Contract memorializing the change.

**D. Operator Services**

1. Subrecipient must serve as the Operator for all OC Workforce Solutions Centers, and support affiliate and specialized locations. The Subrecipient must be able to provide supervisory staff, including those that require passing background checks, to ensure proper oversight and coordination of services for some of the affiliate and specialized locations.
2. At minimum there must be two Operator staff on-site at each of the OC Workforce Solution Centers during operating hours. The County reserves the right to set and modify hours of operation based on program demands that will most effectively serve the needs of its customers.



3. To the extent possible, Subrecipient must coordinate schedules with other partners to leverage staff time and limit overtime hours.
4. The OC Workforce Solutions Centers currently have a resource area or “resource room” with computer workstations, equipment, and resources dedicated to the efficient and consistent provision of self-service activities. Customers have access to computers, printers, fax machines, copiers, and phones. There should be no limitations or restrictive use on this equipment provided it is being used for appropriate job search activities. Additionally, space for workshops and other small group activities is available.
5. The following services are offered:
  - Wi-Fi connectivity to the internet;
  - Microsoft Office Suite;
  - Email capability;
  - Local area resource directories;
  - Résumé writing and cover letter templates;
  - Career exploration resources;
  - Career and skill self-assessment tools;
  - Career, job, and labor market information;
  - Career planning information; and
  - Information on job search, interviewing and job retention.
6. Subrecipient must supervise the resource room to provide labor market and job information, to address client needs, and provide assistance with operating equipment and software in the resource room. Partner staff may, in part, cover the staffing of the resource room. All staff in the resource room must have the ability to provide basic information on all partner programs participating in the OC Workforce Solutions Centers (including those partners electronically linked and/or physically located outside the Centers).
7. The Subrecipient’s staff is required to attend training on program accessibility for customers with disabilities and access to employment programs and services for the disabled. Special equipment shall be available for those customers who are hearing and seeing impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. The physical layout of the room must meet ADA requirements. Periodic evaluation of the resource area should be conducted to ensure that the ability to provide efficient services is not compromised due to the volume of customers  
<https://www.ada.gov/pubs/adastatute08.pdf>
8. The Subrecipient’s staff is required to attend and complete any training that pertains/is mandated by the Department of Labor, Employment Development Division and the County.
9. The Subrecipient will cooperate with the County in the 180-day transition process. This may include, but is not limited to, the preparation of a transition plan and cooperation with the County or other providers impacted in the

transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Subrecipient required to be provided to the County either by the terms of the resulting contract or as a matter of law.

#### **E. Declared Emergency Requirements**

In the event of a declared emergency by the County, State or Federal government, this Contract may be subjected to unusual requirements in support of the declared emergency. The Subrecipient shall service the County during such declared emergency under the same terms and conditions that apply during non-emergency conditions as appropriate and at the discretion of the County. The terms negotiated by the County and Subrecipient for all contracted services shall apply to serving the County's needs during the declared emergency regardless of the circumstances unless deem non-essential by the County, State and/or Federal government. If the Subrecipient is unable to provide services under the terms of the Contract, then the Subrecipient shall provide written justification. Additional program or administrative costs as a result of providing services during an emergency shall not be permitted. During a County, State and/or Federally declared emergency the County may require the Subrecipient to temporarily reassign or relocate staff to a County specified location in support of the continuation of essential services within the Contract provisions.

### **III. Program Service Expectations**

#### **A. Subrecipient's Role**

1. The Operator will work closely with the County staff to effectively implement an integrated system for businesses and job seekers. The Operator shall ensure:
2. The OC Workforce Solutions Centers deliver quality and timely career services to job seekers and business customers;
3. The OC Workforce Solutions Centers provide information and access to training services;
4. The OC Workforce Solutions Centers provide trainings and basic services as identified by the County. Any basic services or trainings offered in the OC Workforce Solutions Centers by the One-Stop operator staff or partners must receive prior approval by the County.
5. The OC Workforce Solutions Centers provide information and access to programs and activities carried out by partners as described in the applicable Memoranda of Understanding and the Operating Agreements;
6. All center services and outreach materials are compliant with the Americans with Disabilities Act (ADA) and Equal Employment Opportunity (EEO) guidelines; and
7. High levels of accountability, cost-efficiency, and innovation to maximize resources and customer satisfaction.
8. Its performance of all services complies with WIOA, California, County, and EDD laws, regulations, and other requirements.

**B. Responsibilities**

1. The Operator is responsible for implementing and managing the AJCC One-Stop system under policies and guidelines established by the County, EDD and the DOL.
2. Each OC Workforce Solutions Center shall hold or participate in partner meetings to encourage communication among partners, leverage resources, discuss the effectiveness of the Center, and create strategies to serve all customers more effectively. In coordination with County staff, meetings with staff from co-located partners shall occur on a bi-monthly basis. The outcomes of the stakeholder meetings shall be reported in the appropriate monthly report.

**C. Site Operations and Functional Management**

1. At a minimum, the Operator will do the following:
  - 1) Operate the OC Workforce Solutions Centers and support the affiliate and specialized locations as defined in WIOA legislation in a manner that is professional and inviting in appearance, with clear customer flow and courteous, professional staff, serving the range of customers – from those customers with barriers to full-time employment, to youth, to individuals with established education and skills. In accordance with, but not limited to EDD guidelines, OCWDB Policies, Federal and State Regulations, and County Directives.
  - 2) Provide supervisory staff at affiliate and specialized service locations, as needed or requested (some locations may require staff to pass background screenings). This is to facilitate oversight and coordination at affiliate locations as needed.
  - 3) Reporting to the County on all operations, performance, and continuous improvement recommendations.
  - 4) Obtain and maintain AJCC One-Stop Certification and maintain the Continuous Improvement Plan.
  - 5) Procure and maintain all equipment and service contracts necessary for the operation of the centers including but not limited to IT services, desk phones, high speed internet, alarm systems, onsite security (Brea only), security cameras, printers/copiers/scanners, annual fire system inspections, translation services, and necessary computer software licensing. Ensure all goods or services are procured following the Procurement Policy as outlined in section F.16.
  - 6) Cooperate with the OC Workforce Solutions Center partners and the County to ensure the OC Workforce Solutions Centers remain in compliance with ADA requirements.
  - 7) Maintain operations to ensure and exceed State Center certification requirements as required in current or future state, federal, and the County guidelines. Manage expenses for service provider sites including, but not limited to, internet service, utilities, furniture,

- technology, lease, security guards, signage, communications, tech support, interpreter, etc.
- 8) Manage and support basic services for individuals, jobseekers, employers, and businesses (to include training, job fairs and hiring events); basic services including, but not limited to, orientations, trainings, labor market information, and resource rooms use.
  - 9) Ensure the resource area in each OC Workforce Solutions Center are adequately staffed to serve the public.
  - 10) Coordinate and manage data entry into the CalJOBS system and VOS Greeter.
  - 11) Establish and maintain a Limited English Proficiency Plan, including services for individuals with a hearing impairment. The plan shall include on-site and over the telephone interpreter services. Ensure the availability of printed materials in languages other than English, as outlined in the County's Language Access Policy: The County of Orange (County) is committed to meeting the diverse language needs of its members of the public regardless of their level of English proficiency. Accordingly, the County will endeavor to publish health, public safety, and other critical programs and services information translated into the most Prevalent Languages spoken in the County as determined by the most recent United States Census.
  - 12) Maintain hours convenient to customers and appropriate to the number of customer visits to include extended hours as necessary.
  - 13) Maintain available meeting and training spaces for the OC Workforce Solutions Centers. Manage calendars for meeting spaces and assist the County and co-located partners with room reservations. Manage and coordinate training room schedules and calendars.
  - 14) Provide daily oversight of the OC Workforce Solutions System Infrastructure. Section 121(b)(1)(B) of WIOA and 20 CFR 678.400 required programs and Workforce Solutions partners, including responsibilities defined in a Memorandum(s) of Understanding (MOU) among partners. Cooperate with County and EDD on property management to assure space is available for partner services per MOU/Infrastructure agreement between the Operator, the partners and the County. The County will prepare, and the Operator will issue sublicense agreements to co-located partners detailing use of space, cubical/office assignments, and use of shared spaces. The OC Workforce Solutions Center's shared costs include, but are not limited to, the following: IT/Technology support, telephones, internet, resource room equipment, fax machines, copiers, scanners, language/interpreter service, security guard services, janitorial services, and other operations and facility costs.

- 15) Answer all in-coming calls and assist customers with their inquiries using effective communication and listening skills in order to understand and assess customer needs. Follows scripted dialogue to ensure quality and maintain high accuracy rates, and exhibits cultural sensitivity, objectivity, and effective communication skills; answers questions, provides information and education on programs and services, and responds to requests for agency specific programs.
- 16) Perform research, analysis, and review of a variety of resource materials and a thorough understanding of policies, procedures, terminology, and various applicable regulations in order to obtain necessary data. Answers questions that involve searching for and abstracting technical data and detailed explanations of regulations, policies or procedures and refers to immediate supervisor only matters requiring policy decisions.
- 17) May compile a variety of narrative and statistical reports by locating sources of information, devising forms to secure data, and determining proper format for finished report.
- 18) May update customer information and forward requested paperwork to client; follows standard procedures to ensure consistency and accuracy, and facilitates the conversation by soliciting needed information, clarifying responses, and addressing concerns.
- 19) Manage customer inquiries with consistency, accuracy, and professionalism; displays excellent customer service skills while providing program knowledge.
- 20) Contribute to shared cost for Operator staff workspaces in each OC Workforce Solution Center and affiliate location(s).
- 21) Disclose any potential conflicts of interest arising from the relationships of the Operator with training service providers or other service providers, including but not limited to, career services providers.
- 22) The County reserves the right to relocate the OC Workforce Solutions Center(s), affiliate, and satellite locations at its discretion but will include the chosen Operator in the process. The Operator will also assist the County in creating the Memorandum of Understanding (MOU) that governs how the partners will make services available at the AJCC and identify any shared services the partners will provide.
- 23) Coordinate services and refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services, and Orange County Local and Regional Plans.
- 24) Provide oversight of the OC Workforce Solutions Centers equipment and make a recommendation to the County that support technology

advancements that achieve integration and expanded service offerings in the One-Stop system. Ensure the accessibility and user-friendliness of all technology used in delivering services. This includes implementing machine-readable forms and adhering to modern accessibility standards, such as Section 508 Standards (36 CFR part 1194) and the Worldwide Web Consortium's Web Content Accessibility Guidance 2.0. Additionally, the subrecipient shall provide virtual services to help expand the client's customer base and enable self-service options. The Subrecipient will at a minimum, conduct annual equipment and supply inventory and maintain accurate property and inventory document.

- 25) In coordination with the County, conduct community outreach to all target populations and communities- with use, and promotion of the AJCC One-Stop system brand, logo, and tagline for the workforce system, including using the name and logo on all paper and electronic media pursuant to County direction, policies, review, and approval.
2. With the exception of Native American programs established under WIOA sec. 166, all One- Stop partner programs including all programs that are funded under Title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760.

While Native American programs are not required to contribute to infrastructure costs per WIOA 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in Training and Employment Guidance Letters (TEGL) 17-16.

#### **D. Workforce Services for Specialized Populations**

1. WIOA encourages workforce services targeted to persons with disabilities and individuals with barriers to employment, including individuals who receive public assistance or are otherwise low income and/or basic skills deficient. The Operator shall ensure that outreach, marketing efforts, and services shall include efforts to encourage the use of the One-Stop System to groups that need employment and training services to become more skilled and employable in the path to financial self-sufficiency.

The WIOA defines an "individual with a barrier to employment" as a member of one or more of the following populations:

- a. Displaced Homemakers;
- b. Low-Income Individuals;
- c. American Indians, Alaska Natives, and Native Hawaiians;
- d. Individuals with disabilities, including youth who are individuals with disabilities;
- e. Older individuals;

- f. Ex-Offenders;
- g. Homeless Individuals;
- h. Youth who are in or have aged out of the foster care system;
- i. Individuals who are English language learners and individuals who have low levels of literacy, and individuals facing substantial cultural barriers;
- j. Eligible migrant and seasonal farmworkers;
- k. Individuals within 2 years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act;
- l. Single parents (including single pregnant women); and
- m. Long term unemployed individuals.

#### **E. Customer Flow and Referrals**

1. The County expects the highest quality of customer support delivered in an efficient, sensitive, and professional manner commensurate with each individual's needs.
2. All OC Workforce Solutions Center customers shall have access to and be encouraged to utilize Basic Services. Customers who enter the OC Workforce Solutions Center to receive assistance with an unemployment insurance claim or any other service offered by the OC Workforce Solutions Center partners are to be encouraged to take advantage of other services at the OC Workforce Solutions Center. Certain collected demographic information such as education level and length of unemployment may indicate that a customer could benefit from more individualized attention. Those customers without a high school diploma or high school equivalency, those unemployed, and customers who did not meet the requirements for the desired position with a company shall be encouraged to speak to a WIOA Title I case manager about additional services such as WIOA case management as soon as possible.
3. In addition, any customer who requests additional, individualized services should have the opportunity to speak to a WIOA Title I staff member about receiving WIOA case management and other services. Customers who self-identify or are listed in the WIOA case management database as certified Trade Adjustment Assistance (TAA) participants should speak to a WIOA case manager for any Reemployment and Eligibility Assessment (REA) or Worker Profiling and Reemployment Services.
4. Operator's staff shall use and provide services according to, the OC Workforce Solutions Customer Workflow Chart (Exhibit 6) and Workforce Solutions Co-Enrollment Participant Flow Chart (Exhibit 7).

#### **F. Workforce Solutions Center Training and Skills Assessment Coordination**

The Subrecipient shall ensure that workforce development training and skills assessment are offered daily throughout the OC Workforce Solutions Centers. The type of training that must be offered in the OC Workforce Solutions Center shall include, but not be limited to, the following:

1. Skills Assessments – Subrecipient is responsible for administering the Test of Adult Basic Education (TABE), Comprehensive Adult Student Assessment Systems (CASAS), Basic English Skills Test (BEST), or Massachusetts Adult Proficiency Test (MAPT) objectively assess the academic levels of each participant. The County of Orange reserves the right to designate a skills assessment tool that the operator must utilize.
2. Training Services –Training services or workshops shall be designed to equip individuals to enter the workforce and retain employment. Training activities are reserved for individuals who are unable to obtain/retain employment without training in a specific skill set or demand occupation. No WIOA client may be referred to training or education without first having been assessed by an OC Workforce Solutions Partner. The Subrecipient shall ensure the following training services are available in the OC Workforce Solutions Centers:
3. Occupational skills training - an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. To include, but not limited to:
  - 1) Career Pathways Training;
  - 2) Microsoft Office (Word, Excel, Outlook) beginner, intermediate, and advanced levels;
  - 3) Professional Certification Programs (e.g., Grow with Google)
  - 4) Basic Computer Skills; and
  - 5) 21 Century Soft Skills.
4. Entrepreneurial training – a series of training or workshops that provide the basics of starting and operating a small business.
  - 1) Training shall develop the skills associated with entrepreneurship. Skills must include but are not limited to, the ability to:
    - Take initiative;
    - Creatively seek out and identify business opportunities;
    - Develop budgets and forecast resource needs;
    - Understand various options for acquiring capital and the trade-offs associated with each option; and
    - Communicate effectively and market oneself and one's ideas.
5. Approaches to teaching entrepreneurial skills include, but are not limited to, the following:
  - 1) Entrepreneurship education introduces the values and basics of starting and running a business. Entrepreneurship education programs often guide individuals through the development of a business plan and may also include simulations of business start-up and operation.
  - 2) Enterprise development provides support and services that incubate and help individuals develop their own business. The enterprise development program goes beyond entrepreneurship education by helping participants access small



loans or grants that are needed to begin business operation and by providing more individualized attention to the development of viable business ideas.

- 3) Experiential programs provide individuals with experiences in the day-to-day operation of a business. These programs may involve the development of a participant-run business where participants in the program work in and manage. Or they may facilitate placement in apprentice or internship positions with entrepreneurs in the community.
6. Job readiness training - training a participant receives in order to prepare them to seek, obtain, and retain employment. Training and/or instruction shall include the following:
  - 1) Preparing a resume or job application
  - 2) Preparing a cover and thank you letters
  - 3) Work-focused career exploration
  - 4) Training in interviewing skills
  - 5) Training in effective job seeking
  - 6) Instruction in workplace expectations
    - Behavior on the job
    - Getting along with co-workers/boss
    - Being reliable and on-time
    - Filling out paperwork (for example, completing time sheets)
  - 7) Appropriate work attire
7. Adult education and literacy – training that assists adults with developing the basic skills they need for employment such as English language proficiency (reading and writing), math, and basic problem-solving skills. Training shall also be provided to assist adults with obtaining a high school diploma or a general education diploma (GED).
8. Financial literacy – training that is designed to increase economic self-sufficiency. Training shall include the following elements:
  - 1) A proven curriculum that supports the ability of participants to create household budgets, initiate savings plans, and make informed financial decisions about education, retirement, home ownership, wealth building, or other savings goals;
  - 2) A proven curriculum that supports the ability of a participant to manage spending, credit, and debt, including credit card debt, effectively;
  - 3) Activities that increase the participant's awareness of the availability and significance of credit reports and credit scores in obtaining credit, including determining their accuracy (and how to correct inaccuracies in the reports and scores), and their effect on credit terms;
  - 4) A proven curriculum that supports the participant's ability to understand, evaluate, and compare financial products, services, and opportunities; and
  - 5) Activities that address the particular financial literacy needs of non-English speakers, including providing support through the development and distribution of multilingual financial literacy and education materials.

9. The Subrecipient shall coordinate training based on the OC Workforce Solutions Centers partner-participant needs and training availability. A monthly training calendar shall be created and distributed. Training must be provided by qualified trainers who are certified instructors for the specific area. Curriculum and training models must incorporate demonstrated use of skills learned and developed competencies for purposes of measurable skills gain, etc. The Operator shall ensure that customer and OC Workforce Solutions Center partner surveys are provided for each training to ensure customer satisfaction and support continuous improvement.
10. The Subrecipient shall be responsible for ensuring that no less than 30%-50% of the Adult and Dislocated Worker funding received shall be used for training services are spent on providing eligible WIOA participants training in accordance with Unemployment Insurance Code Section 14211. The Subrecipient must provide documentation to support all costs associated with providing training and coordinating training activities through the AJCC One-Stop System.

#### **G. Partner Collaboration**

In accordance with WIOA, the Operator will be responsible for establishing and managing relationships and collaborations between the required and non-required One-Stop Partners. Operator will also be responsible for ensuring the OC Workforce Solution Centers are maximized with all mandatory co-located partners present and/or be working to do so. For more detail on required partners and nonrequired partners, please refer to WIOA Section 121(b)(1).

1. Responsibilities and duties required of the Subrecipient will include the following:
  - a. Implement and monitor the negotiated One-Stop Partner MOU, consistent with WIOA and its implementing regulations, concerning the operation of OC Workforce Solutions Centers.
  - b. Act as an intermediary and facilitate collaboration and communication among OC Workforce Solutions Center partners.
  - c. Attend meetings and events related to the operation and administration of Centers, including but not limited, to partner meetings, board meetings, committee meetings, and other gatherings.
  - d. Convene and facilitate regular bi-monthly meetings of partner agencies to review Workforce Solutions Center(s) operations, performance, system surveys, develop and implement continuous improvement plans and review progress toward shared vision and goals.
  - e. Collaborate with OC Workforce Solutions Center partners to cross-train staff on programs and services available through the OC Workforce Solutions system.

- f. Identify strategies to leverage strengths, address challenges and advance opportunities among the OC Workforce Solutions Center(s) partner program.

#### **H. OC Workforce Solutions Center Operations Staffing Plan**

In performing the OC Workforce Solutions Center Services, the Subrecipient will employ the following key positions. The awarded amount must fully support and manage all service providers with no more than twelve (12) staff positions. Where possible and as appropriate, part-time staff should be used to meet the centers staffing needs while minimizing labor costs. Brief position descriptions are provided below; however, the Subrecipient may propose reasonable adjustments, if the number and basic structure of the positions remain intact. The Subrecipient must employ highly qualified and professional staff at all levels throughout the duration of the contract. To the fullest extent possible, Subrecipient will post and make Subrecipient's job opportunities available to Workforce Solutions Center's clients to apply for if qualified. In addition, the Subrecipient will give the County a minimum of fourteen (14) days written notice of intent to terminate staff (except in extreme cases or emergencies not withstanding), and work with the County to develop a seamless transition process for off and on boarding to minimize interruption and/or disruption to services.

#### **Minimum Operational Staffing Requirements:**

##### **Orange County Workforce Solutions Center – North**

- One staff at the adult reception 8AM-6PM, Monday-Friday, Saturday 9AM-1PM
- One staff at the resource room 9AM-6PM, Monday-Friday, Saturday 9AM-1PM
- One staff at the youth reception 9AM-6PM, Monday-Friday
- Two staff on the clock during business hours
- Supervisor or Manager on the clock during business hours\*

##### **Orange County Workforce Solutions Center – South**

- One staff at the reception 9AM-6PM, Monday-Friday, Saturday 9AM-1PM
- Two staff on the clock during business hours
- Supervisor or Manager on the clock during business hours\*

\*Saturday's Supervisor/Manager at one location only is acceptable to provide support for both locations provided a second Supervisor/Manager is available "on-call" in event of an unforeseen situation that requires their support.

1. **OC Workforce Solutions Operator (Manager) (1 Full-Time Equivalent (FTE)):**  
This position will oversee all Operator services described in this Scope of Work. The Operator will directly facilitate partner collaboration, general operations and functional management of OC Workforce Solutions Centers, as well as strategic planning and implementation for Operator services, in close partnership with the County. The Operator must ensure the effective administration of day-to-day operations at the OC Workforce Solutions Centers and affiliate locations in support of all participating Workforce Solutions Centers partner agencies. The Operator shall provide operational and functional guidance to all OC Workforce Solutions Center staff members, as well as technical support for implementation of OC Workforce Solutions Center policies and procedures; ensuring OC Workforce Solutions Center staff have the knowledge and training to effectively participate in the OC Workforce Solutions Centers; the Operator must have foundational understanding of all OC Workforce Solutions Center partner functions and services and shall be able to assist and/or mentor where needed. The operator shall assist in developing and implementing goals and objectives; and oversee scheduling of common OC Workforce Solutions Center events, workshops, and other activities. The utilization of a staffing agency to fill the Manager position is not recommended. If there is a need to utilize a staffing agency, the subrecipient must submit a written request with justification and must obtain written approval from the County prior to authorization.
2. **OC Workforce Solutions Supervisor/Trainer (Supervisor/Trainer) (no less than 2 FTEs; one for each OC Workforce Solutions Center):** This position will provide supervisory oversight of operations at the OC Workforce Solutions Centers where and when the OC Workforce Solutions Operator is not available to provide oversight. They will provide supervisory coverage for the OC Workforce Solutions Operator during the Operator's breaks and time off. When the OC Workforce Solutions Operator is providing supervision, the OC Workforce Solutions Supervisor is expected to assist in providing services. In addition to general supervision, the supervisor/trainer position(s) are responsible for all onsite and online workshops, classes and training. Duties include but are not limited to scheduling workshops with OC Workforce Solutions Partners, Business, community-based organizations, developing curriculum, ensuring workshops are posted on the CalJOBS System, website, and in the OC Workforce Solutions Centers. Facilitating the County designated curriculum for WIOA orientation, soft skills training, FDIC financial literacy, vocational training for individuals with disabilities, American College Test (ACT) Work-ready Curriculum, etc. The OC Workforce Solutions Supervisor/Trainer shall ensure training materials are prepared and made available to participants and/or training facilitators, marketing of workshops, conducting staff training for all function areas, coordinating and conducting networking groups, assisting with job fairs, hiring events and other

duties as assigned. In addition, they must be able to perform the duties of the Customer Service Representative. The utilization of a staffing agency to fill the Supervisor/Trainer position is not recommended. If there is a need to utilize a staffing agency, the subrecipient must submit a written request with justification and must obtain written approval from the County prior to authorization.

3. **Customer Service Representative (CSR)** (no more than 5 FT Equivalents): The CSR may be either part-time or full-time and is the frontline staff person-welcoming and greeting individuals who seek to use the services of the Workforce Solutions Centers. CSRs are responsible for maintaining the front desk of the facility, helping receive and direct walk-in customers, answering phones, and assisting individuals with access to basic resources of the Career Resource Center (CRC). The CSR will supervise and assist jobseekers using the resource room. Ensure participants are checking in and entering the required information into the VOS Greater system. They are also required to maintain a working knowledge of workforce services, OC Workforce Solutions partner agencies, community providers for basic needs referrals (i.e., childcare, shelters, food, counseling transportation), other related workforce development programs to help triage customers, promote services and ensure connection to appropriate services. CSRs report directly to the Manager. As a vital frontline staff, CSRs must have excellent customer service skills and conflict management abilities.
4. **Career Resource Room (CRR) Attendant** (one for each One-Stop Centers): The CRR Attendant may be a part-time or full-time staff that helps maintain and ensure effective use of the CRR and its various resources while assisting jobseekers with computer access and utilization, providing customers with basic information and assistance, and directing customers to register and engage in required systems. They are also required to maintain a working knowledge of workforce services, partner agencies, and related workforce development programs to help triage customers, promote services and ensure connection to appropriate services. CRR Attendants report directly to the Manager. The CSRs and CRR Attendants are the first points of contact customers have with One-Stop Center(s). Both must work closely together as a cohesive team, act as professional ambassadors of One-Stop Center, and create a positive and welcoming environment. As a vital frontline staff, CSRs and CRC Attendants must have excellent customer service skills and conflict management abilities.
5. **Training Coordinator/Trainer** (up to 2 FTEs; one for each One-Stop Centers): Training Coordinator(s) may be either part-time or full-time and are responsible for all onsite and online workshops, classes, and training. Duties include but are not limited to scheduling workshops with One-Stop Partners, businesses, community-based organizations, developing curriculum, ensuring workshops are posted on the CalJOBS System, website, social media and in the One-Stop

centers. Facilitating the County designated curriculum for WIOA orientation, soft skills training, FDIC financial literacy, vocational training for individuals with disabilities, American College Test (ACT) Work-ready Curriculum, etc. The training coordinator shall ensure training materials are prepared and made available to participants and/or training facilitators, marketing of workshops, conducting staff training for all function areas, coordinating, and conducting networking groups, assisting with job fairs, hiring events and other duties as assigned.

**I. American Job Center of California Certification & Continuous Improvement Plan**

The Subrecipient will ensure adherence of all OC Workforce Solutions Center operations and activities to the standards of EDD Directive WSD20-08, AJCC Comprehensive and Affiliate/Specialized Certification and Continuous Improvement, regardless of whether the County is undergoing the official certification process, as defined by WSD20-08 Comprehensive and Affiliate/Specialized Certification, USDOL TEGL 4-15 Vision for the One-Stop Delivery System Under the WIOA, and USDOL TEGL 16-16, One-Stop Operations Guidance for the American Job Center Network. EDD Directives and USDOL TEGLs establishes criteria for the One-Stop Center(s) effectiveness, physical and programmatic accessibility in accordance with WIOA Sec. 188, if applicable, and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et. Seq.), service integration, and the continuous improvement of the One-Stop Centers and each center under its purview.

**J. Cross-Training and Professional Development**

The Subrecipient must ensure that staff of all participating Workforce Solutions Center partner agencies have access to training and guidance imparting the knowledge, skills, and abilities to support an integrated service delivery system and contribute to shared performance goals, promoting effective participation in common functions and responsibilities of OC Workforce Solutions Center partners, including but not limited to the following areas:

1. Orange County Workforce Development Board (OCWDB) and County policies and procedures;
2. Entering information into the CalJOBS system to track referrals and create reports;
3. Customer service best practices;
4. Labor market information, including characteristics of supply (labor) and demand (employers);
5. Initiatives, programs, and services of the OC Workforce Solutions Center(s) and the broader workforce development system (to include Orange County Region Initiatives);
6. Viable career pathways and how OC Workforce Solutions Center(s) can guide customers appropriately;

7. Availability of industry and employer-recognized training and educational programs and opportunities;
8. Impact of trauma and poverty on jobseekers and related interpersonal strategies;
9. Local resources and services to assist individuals facing barriers to employment; and
10. Culturally competent service delivery.

The selected Subrecipient must develop and facilitate cross-partner/program training and other professional development opportunities for OC Workforce Solutions Centers' staff in close coordination with partner organizations. The Subrecipient will organize regular staff meetings with all co-located partners regardless of program to build relationships, provide updates on center activities, and discuss strategies for improving the OC Workforce Solutions Centers' services and functioning. To support cross-training and collaboration effectiveness, the Subrecipient will develop a capacity building or professional development plan for staff and partners annually. The Subrecipient shall ensure all staff receive training on the services of the collocated Workforce Solutions partners, eligibility criteria for those partners, and the (cross) referral process with partners.

#### **K. Outreach and Promotion**

1. At the direction of the County, the Subrecipient will promote services and access to the OC Workforce Solutions Centers' and Affiliate Sites, especially for high need communities with limited access to the AJCC and its services. This includes outreaching to existing and new partners and resources to expand the network of partners available within in the AJCC system. The Subrecipient shall perform program outreach and other specific purposes necessary to meet program objectives.
2. The Subrecipient is an ambassador for OC Workforce Solution system, representing and promoting the OC Workforce Solutions Centers' events, task forces, working groups and other community events related to the workforce development system. The selected Subrecipient will consult and seek approval from the County regarding any matters related to the official representation of the Orange County Workforce Solutions Centers. The Subrecipient is expected to work closely with the County on outreach efforts providing material for social media and/or the OC Workforce Solutions Center's website. The Subrecipient and the County team will work in tandem to ensure on-brand and relevant messaging.

#### **L. Data Analytics and Reporting**

1. The Subrecipient must regularly track, and monitor data related to the Operator services and general customer participation in EDD CalJOBS System, including data derived from client information systems and other applications, using observations and evaluation to ensure continuous improvement, inform coordinated service delivery and enhance partner collaboration in EDD CalJOBS

System. The Subrecipient will be responsible for identifying strengths and shortcomings of processes used to collect and analyze quantitative and qualitative data regarding EDD CalJOBS System clients and partners, recommending and implementing efforts to improve data collection and analysis. Such efforts must be supported by strong internal systems and applications. The Subrecipient will provide the County with timely reports and supporting documentation that demonstrates the status of contract requirements, as well as jobseeker satisfaction, employer satisfaction, partner satisfaction, foot traffic numbers and corresponding information about visitors to both EDD CalJOBS System, OC Workforce Solutions center(s), affiliates and specialized AJCCs.

2. The Subrecipient will also be responsible for managing the electronic sign-in system (i.e., VOS Greeter) at both OC Workforce Solutions Centers, affiliates, and specialized AJCCs. The Subrecipient will help facilitate the management, analysis, and reporting of data from the electronic sign-in system to the County, as well as OC Workforce Solutions Center core partners, regarding various data elements collected through the electronic sign-in process.

#### **M. CalJOBS VOS Greeter System**

The Subrecipient will be required to utilize the EDD CalJOBS System (CalJOBS) as the information system of record and must ensure that all data is entered accurately and in a timely manner, adhering to all applicable data rules, regulations, and entry time requirements. Staff must be trained and competent in utilizing the VOS Greeter and CalJOBS platforms.

1. The Subrecipient will adhere to the CalJOBS Systems Manual for guidance on proper documentation for OC Workforce Solutions Center participation. In addition, the Subrecipient will maintain internal protocols for uniformed data entry. The Subrecipient will participate in quality and compliance activities, as well as regular meetings and review of performance reports, and other written reports when requested.
2. The Subrecipient will identify staff members whose work requires access to CalJOBS and submit applications for CalJOBS access per local protocols, subject to approval by the County. Appropriate staff members to receive CalJOBS access include staff members who have regular contact with participants or whose work requires monitoring and oversight of customer data maintained in CalJOBS. CalJOBS account credentials and login information may not be shared between staff members or other individuals. The Subrecipient must submit notification if any staff member with CalJOBS access is terminated, voluntarily or involuntarily, within 24 hours of termination. Failure to do so may result in the revocation of CalJOBS access for the Subrecipient and contract termination.
3. The Subrecipient must ensure that staff check-in and out all participants of the OC Workforce Solutions center through the CalJOBS VOS Greeter System. The Subrecipient must ensure that partners are listed in the VOS greater system and provide ad-hoc reports as needed.



**N. Records and Documentation**

The Subrecipient must retain, secure and ensure the accuracy of all program files and records in compliance with WIOA requirements, related federal and state regulations, and the County's record retention requirements. Files must be retained for seven (7) years after the County reports final expenditures to the funding source. The Subrecipient must allow the County and representatives of other regulatory authority' access to all records, program materials, staff, and participants related to the provision of services described in this contract within 48 hours of the request. The Subrecipient is responsible for always maintaining and securing customer files, as well as ensuring privacy and protection of all personal information collected from participants per applicable laws, regulations and County policies. Confidentiality of customer information must be maintained, and all files must be properly stored in a secured space with limited staff access. Each staff member who has contact with customers or customer information must receive training on confidentiality requirements. The Subrecipient acknowledges that the use or disclosure of customer information for purposes other than the effective delivery of the services described in this contract is strictly prohibited. The staff of the Subrecipient may have access to this information only on a "need to know" basis. The Subrecipient must inform employees that inappropriate use of such information may result in disciplinary action, including discharge, or criminal prosecution if the employee knowingly uses the information for fraudulent purposes.

**O. Customer Service and Client Satisfaction**

1. Satisfaction surveys shall be made available to all individuals by providing a paper or electronic survey via a format provided by the County. County Staff will review and evaluate the data collected and make the results available to the Subrecipient.
2. The Subrecipient shall communicate to their staff that meeting client satisfaction and expectations is a primary goal. The County will be conducting surveys with clients and Orange County Workforce Solutions system partners on the performance of workforce services offered. The County will review and evaluate the data collected. The Subrecipient shall be responsible for the implementation of corrective action(s) with respect to survey findings or trends related to the services provided under this Agreement.
3. The Subrecipient shall be proactive in requiring staff to adopt customer-focused principles targeted toward achieving high client satisfaction and which meet client expectations in their delivery of services under this Contract. Subrecipient shall have established procedures for progressive discipline, including verbal and written warnings leading up to termination for performance concerns. Subrecipient must also respond to and correct County concerns regarding under-performing staff within 5 days.

4. The Subrecipient shall work with County designated OC Workforce Solutions partners to ensure that client is receiving benefits from a coordinated network of workforce development partners. Subrecipient shall meet with Workforce Solutions partners bi-monthly for suggestions on how to improve client services as defined in the MOU. This may include staff being trained on partner's eligibility requirements, co-case management, cross braiding of resources, etc.
5. The Subrecipient shall provide at least one (1) testimonial each month from job seeker clients and/or business clients to the County. Subrecipient must obtain client's authorization to release prior to sharing information. Examples of testimonials may be a client success story or a letter from a client. Testimonials may be released to the public. Subrecipient shall maintain an appropriate "release" from the client. Monthly testimonials shall be included in the Monthly Program Performance Report.

**P. Monitoring and Evaluation**

1. The Subrecipient performance will be evaluated by the County within the first six months of the contract start date and at least annually thereafter. Evaluations will include but are not limited to contract provisions, surveys of Workforce Solutions Center partners and other evaluation criteria developed by the County.
2. County Responsibilities: The County will monitor, evaluate and provide guidance and direction to the Subrecipient for services performed under any contract resulting from this contract. The County has the responsibility to determine whether the Subrecipient has spent funds in accordance with applicable laws and regulations, including federal audit requirements and will monitor the activities of the Subrecipient to ensure such requirements are met. The County may require the Subrecipient to take corrective action if deficiencies are found.
3. Subrecipient Responsibilities: The Subrecipient will permit the County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, and funding source guidelines, and the Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts.
4. The Subrecipient shall cooperate fully with any reviews or audits of the activities under this contract by authorized representatives of the County or federal or state agencies and the Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of any contract resulting from this contract. The Subrecipient understands that all books and records pertaining to any contract resulting from this contract, including payroll and attendance records of participating employees, are subject to inspection by the County, federal or state agencies and others for auditing, monitoring or investigating activities pursuant to any contract resulting from this contract. All records shall be maintained for a period of seven (7) years beyond the completion

of any contract resulting from this contract. If the selected Subrecipient receives notice of any litigation or claim involving the grant award or otherwise relating to this contract, the selected Subrecipient shall retain records until otherwise instructed by the County.

**Q. OC Workforce Solutions Operator Prohibited Functions**

1. Convene system stakeholders to assist in the development of the local plan
2. Prepare and submit the local plans (WIOA sec.107)
3. Be responsible for oversight of itself
4. Participate in the competitive selection process for Operators
5. Select or terminate Operators, Career service providers, and Youth providers
6. Negotiate local performance accountability measures
7. Oversight of the Orange County Workforce System to include providing program and fiscal administration over the partners, service providers, AJCC One-Stop Centers, affiliates, and specialized locations.

**R. Procurement Policy**

1. The Subrecipient shall competitively procure any third-party goods and/or services with funding provided by this contract and follow the procurement requirements contained in the County of Orange Procurement Manual, or EDD Directive WSD17-08, whichever is more restrictive, unless the subrecipient's own written procurement policies and procedures are more restrictive, in which case those must be followed. If subrecipient may also use their own documented procurement procedures as long as they are consistent with applicable state and local laws and regulations, and the procurements conform to the applicable standards in Uniform Guidance Sections 200.318 through 200.326.

**IV. Performance**

The Operator will be evaluated upon and contractually obligated to meet certain performance requirements related to, but not limited to the following metrics:

- a. 90% Participant Satisfaction Surveys

- b. 90% Co-located Partner Satisfaction Surveys
- c. 90% Non-Co-located Partner Satisfaction Surveys
- d. 90% Participant Workshop Satisfaction Survey
- e. Minimum of 84 Workshops Hosted Per Month in OCWFSC Brea
- f. Minimum of 84 Workshops Hosted Per Month in OCWFSC Laguna Niguel

## V. Deliverables

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

<b>I. COORDINATION</b>	<b>Due Date</b>
Operating Agreements with OC Workforce Solution Partners	Upon Execution
Schedule Co-Located Partner Bi-monthly Meetings	August 31, 2025
Partner Meeting Agendas and Sign-in Sheets	August 31, 2025 and ongoing
<b>II. SERVICE STANDARDS</b>	<b>Due Date</b>
Monthly Reports with detailed performance metrics and at least one (1) Success Story	10th day after the end of each month
Organizational Chart	July 31, 2025
Telephone Directory	10th day after the end of each month
Information Technology (IT) usage policy	July 31, 2025
Analysis of client flow, program delivery and service improvement	July 31, 2025, and ongoing
ADA Compliance Checklist for the primary location where WIOA services are being provided	As needed
Nondiscrimination and EO Self-Assessment	As needed
AJCC Certification Matrix and AJCC Certification Indicator Assessment Completion	As needed
EO and Complaint Logs	July 10, 2025, annually
Staff Training / Capacity Building Plan	August 31, 2025
<b>III. SERVICE DELIVERY</b>	<b>Due Date</b>
WIOA Client Flow Chart	July 31, 2025
List of monthly workshops	July 31, 2025, and ongoing
Internal Policies and Procedures <ul style="list-style-type: none"> <li>• PII Policy</li> <li>• Nepotism Policy</li> <li>• Confidentiality Policy</li> </ul>	August 31, 2025
<b>IV. PERFORMANCE</b>	<b>Due Date</b>
Corrective Action Plans, as applicable	As directed by County staff
Invoices	10th day after the end of each month

Master Salary Spreadsheet	August 31, 2025, and ongoing
Master Invoice Spreadsheet	August 31, 2025, and ongoing
Detailed line-item budget	Prior to submission of July invoice



## ATTACHMENT B-2 PAYMENT/COMPENSATION

### One-Stop Operator Services July 1, 2025 – June 30, 2026

#### 1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: \$2,380,000 for 12-months (July 1, 2025 – June 30, 2026) as set forth in Attachment A-2 (Scope of Services) attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum exceeding the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

#### 2. FIRM DISCOUNT AND PRICING STRUCTURE:

Subrecipient guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Subrecipient agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

#### 3. PAYMENT TERMS:

Invoices are to be submitted in arrears for the reimbursement of costs and shall be submitted by following the invoice submission instructions specified below, upon the completion of the services/activities. Payment will be net 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rest with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when services do not meet the Contract requirements and/or are not eligible for reimbursement or an allowable cost.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services. In the event a cost is disputed and/or disallowed, the County will make partial payment to recoup disputed/disallowed monies in the following billing cycle. If a state or federal agency, or other funding source for this Contract, deems an amount paid under this Contract ineligible or disallowed, demands the County repay amounts previously paid to Subrecipient, or does not fund amounts paid to Subrecipient, Subrecipient shall promptly repay the County for all such amounts. The Subrecipient will reimburse the County for disputed/disallowed monies identified after July 10th in one lump sum.

**4. INVOICING INSTRUCTIONS:**

The Subrecipient will provide a monthly invoice for services rendered. Each invoice will be a number and will include the following information:

1. Subrecipient's name and address
2. Subrecipient's remittance address (if different from 1 above)
3. Name of County Agency Department
4. County Contract Number
5. Service date(s) – Month of Service
6. Rates
7. Delivery Order (DO) / Subordinate Agreement Number
8. Deliverables / Service description (in accordance with Attachment A-2)
9. Subrecipient's Federal I. D. number
10. Total

The Subrecipient shall use the Invoice Workbook template created and provided by the County in Excel format. Subrecipients are required to enter data in the following tabs within the workbook: Provider Information, Staffing Plan, Transactions, Salaries and Benefits, and Invoice. All transactions and expenditures made during the invoice month will auto populate into the Subrecipient's invoice tab. After the Subrecipient verifies the expenditures on the invoice tab, the Subrecipient must print, sign, and upload the monthly invoice utilizing the links provided within the workbook, invoice tab. The Subrecipient may also use a digital signature using DocuSign prior to submitting the final invoice.

Subrecipient will be required to upload documents during two periods. (1) At the time the invoice is submitted (abbreviated) and (2) After the invoice has been processed (comprehensive). The subrecipient, at their discretion, may upload both abbreviated and comprehensive documentation upon initial invoice submission. Further instructions regarding invoicing/reimbursement requirements as set forth in Exhibit 5, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

Subrecipient's invoice(s) must be submitted virtually and uploaded to the links within the invoice tab of Subrecipient's Invoice Workbook provided by the County, for this Contract. Subrecipient shall upload all necessary documents with each invoice including, but not limited to, the required supporting documentation for expenditures reported in the respective month's invoice and monthly data or deliverable reports of services provided within the month invoiced.

Subrecipients will follow County instructions to upload comprehensive back-up documentation to designated files for monthly expenses after the monthly invoice has been approved and payment received. Comprehensive back-up documentation must be received for the prior month before payment is released for the subsequent month.

**5. SUPPLEMENTAL INVOICE SUBMISSIONS:**

Subrecipients will be allowed a one-month grace period to submit expenditures incurred in a prior month that were not reported due to impossibility or no fault of Subrecipient, in the following

month's invoice for reimbursement. All supporting documentation for the expenditure(s) that were not submitted in the prior month should be included with the required support documentation in Subrecipient's submission for the subsequent month. Expenditures incurred, but not reported, within the month, or the subsequent month, due to impossibility or no fault of Subrecipient must be reported in one final supplemental invoice before the end of the term of the Contract with the final close-out invoice. Approval of any additional supplemental invoices within the Contract term due to extenuating and justifiable circumstances, may be reviewed and approved by the County in its sole and absolute discretion.

Expenditures incurred in a prior month, but not reported until the subsequent month's invoice, must be for expenditures that were allowable at the time of purchase, or at the time the cost was incurred, under the Subrecipient's approved budget. Reporting expenditures in a subsequent month, cannot be utilized to circumvent the budget revision or budget modification process by spending funds that have not been fully approved by the County.

#### **6. MONTHLY OPERATING COSTS:**

Payments for monthly work completed shall be made as follows:

- A. Subrecipient shall timely transmit to County all data required pursuant to this Contract. Subrecipient also shall submit an invoice(s) and such other substantiating reports as County may require, all in a form satisfactory to the County, by the tenth (10th) day of each month, showing the prior month's actual expenditures. If the 10th falls on a weekend or holiday, the invoice/data report is due the next business day. If Subrecipient receives funds pursuant to this Contract for more than one program, each such program shall be invoiced separately from all other programs, and separate substantiating reports shall be submitted for each program, unless otherwise approved by the County. County shall make monthly payments based on Subrecipient's data, invoice(s), and substantiating reports, unless otherwise approved by the OOA/WEDD Director and/or OCCS Director or OCCS Deputy Director.
- B. In cases where errors or disallowed costs are identified by County, County will return invoice(s) for revision. Subrecipient must resubmit revised invoice(s) within five (5) business days of notification from County, excluding the 11th month invoice and the 12th month close-out invoice. Unsupported or disallowed cost identified in the 11<sup>th</sup> and 12<sup>th</sup> month invoices will not be paid.
- C. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the County.
- D. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 2 CFR Part 200.31 and 45 CFR 75.2.
- E. Whenever Subrecipient is not in compliance with any provision of this Contract, the County, may withhold payment or a portion thereof until such time as Subrecipient comes into compliance.



- F. Any late submission for the July thru April invoices will result in a finding during program monitoring. A Corrective Action Plan (CAP) will be required to address this finding.
- G. The County, also reserves the right to refuse and withhold payment to Subrecipient for later disallowed costs; or for any expenditure determined by the County, not to be in compliance with this Contract, or unrelated to activities for which this Contract provides, or for any other activities not authorized by this Contract; or for which there is inadequate supporting documentation presented; or for which prior approval was required but was either not requested or not granted. Payment to Subrecipient may be refused until County receives reimbursement from Subrecipient for any Subrecipient outstanding disallowed costs.
- H. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of the Contract, provided such payment is approved by the County as described in the following sentence. Upon receipt of sufficient written justification and documentation from the Subrecipient, as determined in the sole and absolute discretion of the County, the County has the discretion, in any given month, to pay over the monthly one-twelfth of the contract maximum obligation.

**7. BUDGET REVISIONS & BUDGET MODIFICATIONS:**

Budget Revisions are changes made to the detailed negotiated budget by the approved parties and submitted to the County. Detailed budgets contain all details to the budget and including but not limited to the major cost categories listed in Attachment C-2 of this Contract.

- A. Budget Revisions are only applicable to Contract funding changes, e.g. budget increases or decreases. A Budget Revision will require an amendment to the Contract. The execution and approval of a Contract amendment is required prior to the Subrecipient expending funds under the modified budget. Until the required Contract amendment is executed to approve the Budget Revision, the terms of the existing budget shall continue to govern Subrecipient. Expenditures made prior to approval of the Contract amendment and new budget will be the responsibility of the Subrecipient and will not be reimbursed by the County.
  - 1. The County shall have the right but not the obligation to initiate a Budget Revision at the County's sole and absolute discretion.
- B. The term "Budget Modification(s)" shall mean changes made to the approved budgeted line-items that result from Subrecipient's submission of a request for funds to be transferred within and/or across cost categories in the budget. Budget modifications within cost categories will require an approved Budget Modification Request Form signed by the County. A Budget Modification across cost categories listed in Attachment C-2 (Budget Schedule) of this Contract, will require an amendment to the Contract. The execution and approval of a Budget Modification or Contract amendment is required prior to the Subrecipient expending funds under the modified budget. Until the required Contract amendment is executed to approve the Budget Modification, the terms of the existing budget shall continue to govern Subrecipient. Expenditures made prior to approval of the Contract amendment and new budget will be the responsibility of the Subrecipient and will not be reimbursed by the County.

1. Budget Modifications initiated by the Subrecipient are limited to no more than three (3) times per program, per Fiscal Year.
2. Budget Modification requests will not be allowed after the third quarter of the Contract's fiscal year term. Modification requests must be submitted no later than March 31<sup>st</sup> of each fiscal year, however, third quarter ending may vary based on contract term.
3. Additional Budget Modification requests initiated by Subrecipient will be denied. Special consideration may be made for extenuating circumstances, but approval is not guaranteed.

## **8. FULL COMPENSATION**

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

## **9. CLOSE-OUT DEADLINES**

- A. The 11<sup>th</sup> month invoice is due on the 10<sup>th</sup> of June without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- B. The 12<sup>th</sup> month close-out invoice is due on the 10<sup>th</sup> of July without exceptions. In cases of returned invoices due to errors or Disallowed costs, Subrecipient must resubmit revised invoice(s) within two (2) business days of notification from County.
- C. Request for budget and/or invoice revisions from the Subrecipient will be restricted to a minimum for May and June invoices and will only be allowed at the County's discretion.
- D. Subrecipient must submit June invoice estimates by the 10<sup>th</sup> of June. Estimates must be projected based on anticipated actual expenditure.
- E. Any late submission for the May and June invoices will result in a finding during monitoring, without any exceptions. All requests for late submissions or due date extensions will not be granted. A Corrective Action Plan (CAP) will be required to address this finding.
- F. The close-out payment will be held until all supporting documentation has been submitted to the County for the prior (12) months invoicing.

## **10. INTEREST EARNED**

- A. If Subrecipient earns interest on funds received pursuant to this Contract, that interest shall be identified as income to the program(s) for which this Contract provides and shall be used and

expended only for said program(s). Subrecipient shall maintain in its file's full documentation of such interest earnings and expenditures.

- B. If Subrecipient is a nonprofit, it shall maintain any advances of funds or contributions received under this Contract in interest-bearing accounts, unless "a" or "b" below apply:
- i. The best reasonably available interest-bearing account would not be expected to earn interest in exceeding \$500 per year on the funds deposited pursuant to this Contract combined with other federal cash balances, if any, maintained by Subrecipient; or
  - ii. The depository would require an average or minimum balance so high that it would not be feasible within the expected cash resources Subrecipient expects to receive under this Contract.



## ATTACHMENT C-2 BUDGET SCHEDULE

### One-Stop Operator Services July 1, 2025 – June 30, 2026

Administrative Costs	\$216,363
Program Costs	\$2,163,637
<b>Total Budgeted Costs</b>	<b>\$2,380,000</b>

- I. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Subrecipient's Modified Total Direct Costs (MTDC) excluding in-kind contributions and nonexpendable equipment. Indirect costs shall not exceed 10% of the Subrecipient's MTDC per funding category.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, travel and up to the first \$25,000 of each Subrecipient's subcontractor. MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each Subrecipient's subcontractor in excess of \$25,000. Other items may be excluded when necessary to avoid a serious inequity in the distribution of indirect costs as determined and approved by the County. [45 CFR 75.2].

Subrecipients requesting reimbursement for indirect costs exceeding the maximum ten percent (10%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

Indirect costs must be classified within two broad categories: (1) "Facilities" and (2) "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvements, interest on debt associated with certain buildings, equipment, and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [2 CFR 200.414(a)] [45 CFR 75.414(a)].

- II. Budgets contained in this Attachment C-2 of the Contract are high-level budgets and may require approval by the Orange County Board of Supervisors and/or the County designee. Subrecipient will submit a negotiated Detailed Budget to the County to be reviewed and approved by the County, if the budget is appropriate, prior to submission of July invoice(s). Budget templates will be provided by the County and must be used by Subrecipient. In support of the monthly invoice, Subrecipient shall submit monthly invoices using the Invoice Workbook provided and will report actual costs. Invoices shall correlate with, and be submitted based on, the approved detailed budget(s).

Subrecipient may request to shift funds between programs, or between budgeted line items within a cost category, for the purpose of meeting specific program needs by utilizing a Budget Modification Request Form provided by the County. Subrecipient must include a justification narrative specifying the purpose(s) of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Subrecipient must obtain written approval of any Budget Modification Request(s) from County prior to implementation or making expenditures under the proposed modified budget.

**III. Program Income:**

Program Income means revenue generated by the Subrecipient and/or its Subcontractor from contract-supported activities. Program Income is:

- A. Income from usage or rental fees of real or personal property acquired with funds provided under this Contract.

Program Income must be reported and expended under the same terms and conditions as the program funds from which it is generated.

Program Income must be used to pay for current allowable costs of the program in the same fiscal year that the income was earned.

Program Income may not be used to meet the matching requirements and must be used to expand baseline services.



## ATTACHMENT D-1 STAFFING PLAN

### One-Stop Operator Services July 1, 2025 – June 30, 2026

Title	FTE*
One-Stop Operator (Manager)	1.0
One-Stop Supervisor	2.0
Customer Service Representative (CSR)**	5.0
Career Resource Room (CRR) Attendant**	2.0
Training Coordinator/Trainer	2.0
TOTAL:	12.00

\*1.00 FTE = Full-Time Equivalent

\*\* may be full-time or part-time staff

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

The Parties agree that the County has the right to require other or additional personnel to perform services under the Contract, as required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval.



**ATTACHMENT E-2**  
**FEDERAL AWARD IDENTIFICATION INFORMATION**  
**One-Stop Operator Services – America Works of California, Inc**

**July 1, 2025 – June 30, 2026**

The General Program Requirements were designed to provide the framework where the Subrecipient will provide One-Stop Operator Services identified in this attachment.

**I. GOVERNANCE**

Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of the Workforce Innovation and Opportunity Act (WIOA), County of Orange, Orange County Workforce Development Board (OCWDB) Policies, and Orange County Regional and Unified Local Plans.

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

**II. GOVERNANCE REFERENCES**

- A. Workforce Investment Act/Workforce Innovation and Opportunity Act - Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules/WIOA 20CFR Part 676, 677 and 678.
- B. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules/WIOA 20CFR Part 676, 677 and 678.
- C. Additional state and federal agencies that provide funding to the County of Orange/ OC Community Resources/OC Community Services/Workforce & Economic Development Division that may be incorporated herein.
- D. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIOA.
- E. Actions, directives, and policy and procedures issued by OC Community Resources/ OC Community Services/ Workforce & Economic Development Division/Orange County Workforce Development Board (OCWDB) or staff relevant to this CONTRACT, specifically Management Information System (MIS) Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.
- F. County of Orange policies, as applicable.

- III.** In accordance with the requirements of 2 CFR 200.330 (Subrecipient and Contractor determination) and for the purpose of this Contract, America Works of California, Inc. is determined to be a Subrecipient.

**IV. FEDERAL AWARD IDENTIFICATION**

<b>FAIN INFORMATION</b>					
<b>A.</b>	Subrecipient Name:		America Works of California, Inc		
<b>B.</b>	Subrecipient's Unique Identifier (D-U-N-S):		78-862-4315		
	Unique Entity Identifier		CF8KYFSH5P23		
<b>C.</b>	Federal Award Identification Number (FAIN):		See Table F		
<b>D.</b>	Federal Award Date:		See Table F		
<b>E.</b>	Subaward Period of Performance:		July 1, 2025 – June 30, 2026		
<b>F.</b>	Total Amount of Federal Funds Obligated by the Action:		\$2,380,000funding is contingent on federal funding availability		
	<b>CFDA</b>	<b>FAIN</b>	<b>Award Date</b>	<b>Formula Funds</b>	<b>Amount</b>
	17.258	24A55AT000059	10/1/2024-6/30/2026	WIOA Adult Career Services Formula	\$993,175
	17.278	24A55AW000093	10/1/2024-6/30/2026	WIOA Dislocated Worker Career Services	\$1,316,535
	17.278	24A55AW000093	10/1/2024-6/30/2026	Rapid Response	\$70,290
	<b>TOTAL:</b>				<b>\$2,380,000</b>
<b>G.</b>	Total Amount of Federal Funds Obligated to the Subrecipient:		\$2,380,000funding is contingent on federal funding availability		
<b>H.</b>	Total Amount of the Federal Award:		N/A		
<b>I.</b>	Federal Award Project Description:		Funding to operate Orange County One-Stop Center(s) and affiliate sites.		
<b>J.</b>	Federal Awarding Agency:		Department of Labor Employment and Training Administration		
<b>K.</b>	Name of PTE:		Employment Development Department and County of Orange		
<b>L.</b>	Contact Information for the Awarding Official:		Nancy Cook, Director of Workforce and Economic Development		
	Phone Number:		(714) 480-6420		
	E-mail Address:		<a href="mailto:nancy.cook@occr.ocgov.com">nancy.cook@occr.ocgov.com</a>		



<b>M</b> .	CFDA Number:	See Table F
	CFDA Name:	See Table F
<b>N.</b>	Whether Award is R&D:	No
<b>O.</b>	Indirect Cost Rate for the Federal Award:	10% administrative (indirect) cost(s) limitation



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

Effective: July 1, 2010  
Revised: July 1, 2024

**PURPOSE:**

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

**REFERENCES:**

Executed County Board of Supervisors approved contract  
Budget included in contract or presented as an attachment  
48 CFR Part 31 Contract Cost Principles and Procedures  
24 CFR Parts 85, 570.502, 570.201, 576.21, 576.51 and 576.61: For OC Housing & Community Development Contracts only.  
2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)

**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 Uniform Guidance and Code of Federal Regulations (CFR).

**ATTACHMENTS:**

Reimbursement Policy Status Form (RPS-1)

**POLICY:**

Contractor/Subrecipient is responsible for the submission of accurate claims. This reimbursement policy is intended to ensure that the Contractor/Subrecipient is reimbursed based on the code or codes that correctly describe the services provided. This information is intended to serve only as a general reference resource regarding OC Community Services' and Housing & Community Development reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services and OC Housing & Community Development may use reasonable discretion in interpreting and applying this policy to services provided in a particular case. Other factors affecting reimbursement may supplement, modify or, in some cases, supersede this policy. These factors may include, but are not limited to: legislative mandates and County directives. OC Community Services and OC Housing & Community Development may modify this reimbursement policy at any time by publishing a new version of the policy. However, the information presented in this policy is accurate and current as of the date of publication.

Cost incurred by Contractor/Subrecipient must be substantiated and incurred during the contract period. Total of all reimbursements cannot exceed the amount of the contract. Cost must be allowable under applicable Code of Federal Regulations (CFR) or Uniform Guidance. All supporting documentation for reimbursement must be submitted with demand letter or invoice. If contract requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's/Subrecipient's performance, the County may designate Contractor/Subrecipient to submit "abbreviated" or "comprehensive" documentation, as identified in the respective sections. Upon designation, Contractor/Subrecipient will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor/Subrecipient is required to submit Abbreviated Documentation Requirements, this does not preclude the County from requesting additional documentation. When Contractor/Subrecipient is required to submitting comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor/Subrecipient must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

## **PROCEDURES:**

### **Abbreviated Documentation Requirements**

Compile and submit:

1. 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. Personnel Documentation
  - e. Benefit plan and calculation of benefit
  - f. Employer-employee contract for non-customary benefits (if applicable)
  - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
  - a. Cost allocation plan for rent, utilities, etc.
  - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):
 

***"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31 Sections 3729-3730 and 3801-3812)"***
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:

For OC Housing & Community Development:

OC Community Resources Accounting  
601 N. Ross St., 6<sup>th</sup> Floor  
Santa Ana, CA 92701

For OC Community Services:

Via virtual folder designated and provided by OC Community Services. The virtual folder will include a customized Budget Expenditure Workbook for each contract.

### **Comprehensive Documentation Requirements**

In addition to abbreviated documentation, compile and submit:

9. Purchase orders, invoices, and receipts

10. Cashed checks
11. Check register
12. Consultant/sub-contractor invoices (with description of services)
13. Travel expense documentation: mileage reimbursement, hotel bill, meal reimbursement

**ACTION:**

**Distribute this policy to all appropriate staff**

**INQUIRIES:** Inquiries related to OC Housing & Community Development may be directed to OCCR Accounts Payable at: [OCCRAccountsPayable@occr.ocgov.com](mailto:OCCRAccountsPayable@occr.ocgov.com). Inquiries related to OC Community Services may be directed to the designated Program Manager or to OCCS Contract Monitoring & Program Compliance (CMPC) at: [OCCS.CMPC@occr.ocgov.com](mailto:OCCS.CMPC@occr.ocgov.com).



**Reimbursement Policy Status Form**

Per OC Community Resources Contract Reimbursement Policy, in regard to the Contract # listed herein, Contractor/Subrecipient is designated with the documentation status of Abbreviated unless Comprehensive is checked below. If the contractor's/subrecipient's designation should change, a new status form shall be approved. All related documentation requirements are in full force, until further notice.

**Contractor:** America Works of California, Inc.

**Effective Date:** 7/1/2025

**Contract #:** MA-012-24010662

**Documentation Status:**    ☒ **Comprehensive**

\*\*\*\*\*

**Program Authorization by:**

Nancy Cook

Print Name

**Signed by:**

DocuSigned by:  
*Nancy Cook*  
24C59BF9712E493...

**Date:** 4/8/2025

**Auditor Controller Authorization by:**

Jackie Rogers

Print Name

**Signed by:**

Signed by:  
*Jackie Rogers*  
2063195C167C46C...

**Date:** 4/8/2025

*Two signatures are required to implement the form.*

**Distribution:**

- Contractor
- Auditor Controller
- Contract File
- Program File