



**THIRD AMENDMENT**  
**TO CONTRACT No. MA-012-22010577**  
**BETWEEN THE**  
**COUNTY OF ORANGE**  
**AND**  
**CAREER TEAM, LLC**  
**FOR**  
**THE PROVISION OF**  
**WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA)**  
**TITLE I – CAREER SERVICES – ADULT & DISLOCATED WORKER**

This Amendment to Contract No. MA-012-22010577, hereinafter referred to as “Third 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 Career TEAM, LLC, D-U-N-S Number 95-663-4661, a Connecticut, For-Profit Corporation, with a place of business at 250 State Street, Suite C, North Haven, Connecticut 06473 (hereinafter referred to as “Subrecipient,” with County and Subrecipient sometimes referred to as “Party,” or collectively as “Parties.”

**RECITALS:**

**WHEREAS**, The Board of Supervisors approved Contract No. MA-012-22010577 (hereinafter referred to as “Original Contract”) with Career TEAM, LLC, for the provision of WIOA Title I Career Services - Adult & Dislocated Worker Services with an approved allocation of \$3,500,000 and services commencing July 1, 2022 through June 30, 2023; and

**WHEREAS**, the Parties executed First Amendment to the contract to revise contract with a no cost increase to the maximum obligation; and replace Attachment A – Scope of Services with Attachment A-1 to add address of new OC Workforce Solutions locations, Attachment E – Performance Standards with Attachment E-1, and Attachment F - Federal Award Identification Number with Attachment F-1; and

**WHEREAS**, the Parties executed Second Amendment to the contract to revise contract with a no cost increase to the maximum obligation; and replace Attachment C – Budget Schedule with Attachment C-1; and

**WHEREAS**, the Parties now desire to enter into this Third Amendment to renew contract for an additional one year period beginning July 1, 2023 through June 30, 2024 with an annual maximum obligation of \$3,000,000; and replace Paragraph O – Insurance Requirements; and replace Attachment A-1 – Scope of Services with Attachment A-2, Attachment B – Payment and Compensation with Attachment B-1, Attachment C-1 – Budget Schedule with Attachment C-2, Attachment D – Staffing Plan with Attachment D-1, Attachment E-1 – Performance Standards with Attachment E-2, and Attachment F-1 - Federal Award Identification Number with Attachment F-2; and

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

1. Amend to renew the Contract by extending its term for an addition year beginning July 1, 2023 through June 30, 2024, with an annual maximum obligation of \$3,000,000.
2. Replace Paragraph O – Insurance Requirements with the following:

**O. Insurance Requirements:**

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

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

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

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

### **Qualified Insurer**

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

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

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

<b><u>Coverage</u></b>	<b><u>Minimum Limits</u></b>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned and and hired vehicles	\$1,000,000 combined single limit each accident
Workers Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims-made
Technology Errors & Omissions*	\$1,000,000 per claims-made \$1,000,000 aggregate
Professional Liability	\$1,000,000 per claims-made or occurrence \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence
Employee Dishonesty <u>(Client Coverage)</u>	<u>(Limit commensurate limit with exposure)</u>

Increased insurance limits may be satisfied with Excess/Umbrella policies.

Excess/Umbrella policies when required must provide Follow Form coverage.

### **Required Coverage Forms**

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

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

### **Required Endorsements**

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

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

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

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

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, agents and employees*** or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN CONTRACT.***

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

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

Subrecipient shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Subrecipient's Professional Liability, Technology Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Subrecipient shall agree to the following:

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

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

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

If the Subrecipient fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

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

3. Replace Attachment A-1, Scope of Services with Attachment A-2.
4. Replace Attachment B, Payment and Compensation with Attachment B-1.
5. Replace Attachment C-1, Budget Schedule with Attachment C-2.
6. Replace Attachment D, Staffing Plan with Attachment D-1.
7. Replace Attachment E-1, Performance Standards with Attachment E-2.
8. Replace Attachment F-1, Federal Award Identification Number with Attachment F-2.
9. Add the following language to the end of Paragraph 46(A):

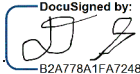
County shall promptly review invoices submitted by Subrecipient and, within thirty (30) days after receiving each invoice, County shall either: (a) approve such invoice in its entirety; or (b) notify Subrecipient, in writing, of those portion(s) of such invoice that are denied, together with the reasons stated therefore (i.e. disallowed cost, lack of documentation, etc.).

10. Except as otherwise expressly set forth herein, all terms and conditions contained in the Original 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 Third Amendment on the dates with their respective signatures:

**\* CAREER TEAM, LLC**

By:  \_\_\_\_\_  
Name: David Shufrin  
Title: General Counsel  
Dated: 5/30/2023

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Dated: \_\_\_\_\_

\*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.

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**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**

By:  \_\_\_\_\_ John Cleveland  
 \_\_\_\_\_  
DEPUTY COUNTY COUNSEL

Dated: 5/30/2023



**SCOPE OF SERVICES  
COMPREHENSIVE WIOA TITLE I CAREER SERVICES  
NORTH AND SOUTH REGION**

The General Program Requirements have been designed to provide the framework wherein the Subrecipient will provide services to participants. **The Workforce Investment Act (WIA)** was reauthorized on July 22, 2014 as the Workforce Innovation and Opportunity Act (WIOA). WIOA Final Rule, Training and Employment Notices (TENs), Training and Employment Guidance Letters (TEGLs), Employment Development Department (EDD) Directives, and other issued guidance by Federal of State entities, provide guidance for WIOA both statewide and for local workforce investment systems. Subrecipient will provide Title I Career Services to Adults and Dislocated Workers for the Orange County One-Stop System, as identified within this Attachment A-2.

**I. COORDINATION**

**A. General Overview**

1. The Workforce Innovation and Opportunity Act (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 employment, education, and training programs. It ensures that the workforce system operates as a comprehensive, integrated, and streamlined system to provide pathways to prosperity for those it serves and continuously improves the quality and performance of its services.
2. In partnership with the Orange County Board of Supervisors and the Orange County Workforce Development Board (OCWDB), the County of Orange Workforce and Economic Development Division oversees Orange County's workforce development activities and establishes programs in response to the workforce needs of Orange County, including labor market information, employment and training services, and business assistance. Central to the County of Orange's ability to provide services is the Orange County Workforce Solution Centers, a proud partner of America's Job Center of California (AJCC) network and young adult employment and training programs located throughout the County. The County of Orange designs and implements programs and services for businesses, adult job seekers, dislocated workers, and young adults, working in close collaboration with education, business, labor, economic development, and other organizations with a stake in preparing the County's workers to contribute to our growing economy.
3. The Workforce Solutions Centers and affiliate locations will continue to serve as the service delivery system for programs funded under the WIOA and its partner programs. The Orange County One-Stop System is a collaboration of organizations and agencies that are responsible for the administration of workforce development, educational, social services, and other human services programs and funding streams that provide assistance to participants receiving services through the Orange County Workforce Solutions Centers.
4. **Subrecipient shall serve as the Career Services Provider of the comprehensive and non-comprehensive North & South Workforce Solutions Centers for the Orange County Development Area as outlined within this Attachment A-2.** Subrecipient shall provide a comprehensive menu of programs and services as required by the WIOA.
5. To comply with the requirements of this Agreement, Subrecipient shall deliver workforce development services to the Orange County Workforce Solutions Centers (North & South) and any affiliate locations



identified during the term of this agreement. The services shall be provided to eligible adults, dislocated workers, and other designated special populations. The Subrecipient shall provide individualized assessments, case management, job development, job placement, and follow-up services to ensure the long-term success of its participants. The Subrecipient must provide outreach services and recruit for the entire region.

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

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

- i. Career EDGE Professional Development Toolkit;
- ii. Learning management system with eighteen student success and professional development modules:

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

iii. Career Edge Career Cluster Inventory Assessment

iv. Industry exploration modules; and

v. Administrative dashboard.

**12.** Subrecipient shall provide the participants with training related to the Career Edge Services including, but not limited to, the following:

a. Participant Onboarding and Troubleshooting

**13.** Subrecipient shall provide all necessary maintenance and support for the Career Edge Services to ensure such services are fully functional and available to the County and County participants without interruption including, but not limited to, providing phone assistance, workarounds, and technical assistance, as needed.

**14.** Subrecipient shall make commercially reasonable efforts to ensure all County Data, participant data, and data transferred from the County to the Career Edge Platform is securely backed up according to industry best practices.

**15.** Number of Authorized Users: Subrecipient shall provide access to the Career Edge Services to an unlimited number of participants requesting such services under this Contract who are authorized by County (“Authorized Users”).

**16.** Through the Career Edge Services, Subrecipient shall provide both basic skills training and all other training required under WIOA requirements and guidelines. Basic Skills Training available through the Career Edge Services shall not require eligibility or suitability assessments and shall include, but not limited to, the following:

- Labor Exchange Services
- Resume Assistance
- Job readiness; and
- Life Skills.

**17.** In the event the Contract is terminated, the Contract expires, Subrecipient otherwise is no longer

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

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

## **B. Services Delivery Area**

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

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

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

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

675 Placentia Ave.,  
Brea, CA. 92821

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

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

28202 Cabot Road,  
Laguna Niguel, CA 92677

#### **OC Workforce Solutions Center - Affiliate**

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

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

**OC Workforce Solutions Center - Specialized  
Theo Lacy Facility**  
501 The City Dr. South  
Orange, CA 92868

**OC Workforce Solutions Center - Specialized  
Tustin Shelter**  
2345 Barranca Parkway  
Tustin, CA 92782

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

2. The Subrecipient will serve as the WIOA Title I Career Services Provider for Adult and Dislocated Workers for all Comprehensive and non-Comprehensive OC Workforce Solutions Centers. The County of Orange reserves the right to move the location of the Comprehensive and non-Comprehensive Workforce Solutions Centers to meet the needs of Orange County. In addition, the County reserves the right to relocate selected staff assigned at the Workforce Solutions Center to other locations as deemed necessary to meet the needs of the program and its customers.
3. Subrecipient acknowledges and agrees that the County, in its sole and absolute discretion, shall have the right to add, change, or remove Workforce Solutions Centers and other service locations. Subrecipient shall be obligated to provide any and 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. In the event the County notifies Subrecipient of its intent to change the location for services, within five (5) days after such notice, Subrecipient shall begin working with the County to implement the location change and shall promptly assist the County to prepare an amendment to the Contract memorializing the change.
4. In addition to providing the services described in the Contract and this 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, through platforms identified by the County of Orange Workforce and Economic Development Division, all as directed by the County.

**II. SERVICE STANDARDS**

**A. Hours of Operation and Schedules**

1. **Regular Hours of Operation:** Comprehensive Workforce Solutions Centers’ hours of operation shall be from 9:00 a.m. to 6:00 p.m.; Monday through Friday, excluding County observed holidays. Each Comprehensive Center shall be open until 8:00 p.m. one evening per week. One manager/supervisor must be on-site at each of the centers on days and hours that the center is open.

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

<b>Hours of Operation (Brea/Virtual)</b>	
Monday, Tuesday, Thursday, & Friday	9:00 a.m. – 6:00 p.m.
Wednesday	9:00 a.m. – 8:00 p.m.
Saturday	9:00 a.m. – 1:00 p.m.

Sunday	Closed
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Hours of Operation (Laguna Niguel/Virtual)	
Monday, Tuesday, Thursday, & Friday	9:00 a.m. – 6:00 p.m.
Wednesday	9:00 a.m. – 8:00 p.m.
Saturday	9:00 a.m. – 1:00 p.m.
Sunday	Closed

Hours of Operation (Los Alamitos Joint Forces Training Base)	
Monday, Tuesday, Wednesday, Thursday, & Friday	8:00 a.m. – 5:00 p.m.
Saturday & Sunday	Closed

Hours of Operation (Theo Lacy)	
Monday, Tuesday, Wednesday, & Thursday	9:00 a.m. – 6:00 p.m.
Friday	Closed
Saturday & Sunday	Closed

\*In the instance that the site closes to the public due to COVID-19, virtual services may be considered.

Hours of Operation (Tustin Shelter)	
Tuesday, Wednesday & Thursday	9:00 a.m. – 6:00 p.m.
Monday & Friday	Closed
Saturday & Sunday	Closed

Hours of Operation (Mobile Unit) by appointment only	
Monday, Tuesday, Wednesday, Thursday, & Friday	9:00 a.m. – 6:00 p.m.
Saturday & Sunday	9:00 a.m. – 1:00 p.m.

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

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

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

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

- B. Telecommuting:** Subrecipient must submit written request with justification and must obtain written approval from the County prior to authorizing staff to telecommute under this Contract. Subrecipient must have an active and County approved Telecommute Policy and Telecommute Employee Agreement template. Subrecipient will be responsible to ensure staff possess the proper tools, and/or available

resources provided by the Subrecipient to support the continuation of services. In addition, Subrecipient will be responsible to ensure the services provided are within the provisions and guidelines of this contract and WIOA regulations.

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

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

- D. General Staffing Requirements:** There shall be the requisite number of staff hired by the Subrecipient to operate program services as outlined in this Attachment A-2 and as provided for in the budget attached to this Agreement.

1. Subrecipient shall ensure that all program staff has received training in customer service, communication skills, and proficient computer skills (Windows, Microsoft Office, and CalJOBS). At minimum, Workforce Development staff shall possess skills and core competencies in the following areas:
  - Knowledge and Understanding of the Workforce Innovation and Opportunity Act;
  - Department of Labor TEGs;
  - State EDD Directives/Information Notices;
  - Career Development and Counseling;
  - Labor Market Information;
  - Customer Service;
  - Serving Diverse Populations;
  - Employer and Business Knowledge;
  - Technology;
  - Communication;
  - Collaboration and Problem Solving; and
  - Must be trained in serving special populations (i.e., individuals with barriers) to include, trauma informed training, motivational interviewing, etc.
2. Program staff shall have a complete understanding of the services that are provided by the Subrecipient as well as the co-located partners.
3. **Subrecipient shall ensure that all Title I Career Services staff receives continuous on-going training in Workforce Development and Title I Career Services including but not limited to:** case management, WIOA participant eligibility, customer service, developing participant IEP's, follow up services, support services, CalJOBS (to include system enhancements and data entry), serving targeted populations, soft skills, identifying transferable skills, resume writing, interview techniques, 21 Century Workforce skills, ACT Assessments, serving participants with barriers, trauma informed training, County endorsed trainings, etc., and all other available WIOA related training designed to increase staff development and ensure effective delivery of participant services.

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

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

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

ensure program participants are provided with quality program and services that meet individual needs and supports participants becoming economically self-sufficient. Case Managers must be able to create good working relationships with all individuals, including those who are from difficult to serve populations. All Case Managers shall be proficient in providing WIOA Title I Career Services.

4. **Training Coordinator:** Subrecipient shall staff no less than two (2.00 FTE) Training Coordinators who shall monitor and track all training activity including, but not limited to, Individual Training Accounts (ITA), Incumbent Worker Training (IWT), On-The-Job Trainings (OJT) and Work Experience Programs (WEX)/Transitional Jobs, in coordination with the IEP, Case Manager, and OC Workforce and Economic Development Division. Training Coordinators shall conduct follow-up activities with both program participant(s) and businesses to ensure the quality of workforce services provided are in alignment with program objectives and are employer driven. The Training Coordinator shall provide support to participants seeking additional services and must obtain documentation of participant outcomes and input data in the CalJOBS System. Training Coordinator shall be proficient in providing WIOA Title I Career Services.

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

1. Subrecipient staff shall be participant-oriented professionals who are knowledgeable about providing WIOA Title I Career Services to individuals with barriers to employment. Staff shall be able to build one-on-one working relationships with participants to aid in eliminating challenges that are hindrances to obtaining and retaining employment. Staff must have knowledge of tools and techniques, such as trauma informed training and mindset changing, to provide the ultimate level of support to individuals who have been categorized as difficult to serve.
2. Staff shall be fully trained on how to provide WIOA Title I Career Services to adults, dislocated workers, veterans, job seekers with barriers to employment, and individuals with disabilities. Staff must be able to access and enter data into the CalJOBS system, meet Contract performance, provide labor market information, and create career pathways to in-demand occupations. Any and all activities performed via Career Edge must be entered into CalJOBS by Career Team.
3. Subrecipient shall ensure that staff understand the contractual requirements and programmatic objectives of this Agreement. Staff shall have knowledge of WIOA Final Rule, Department of Labor TEGs, Department of Labor CFR Chapter II, Part 2900 et al. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, December 19, 2014, State EDD Directives/Information Notices, California Department of Aging (CDA) Program Memos and Bulletins, and the County of Orange Policies and Procedures. Staff shall be informed of any new guidance, as it is released. Staff shall participate in Workforce Solutions Center partner meetings, Workforce Solutions Center provider training(s), and all other trainings deemed necessary for quality delivery of services by the Orange Workforce and Economic Development Division Director of Workforce Development.
4. Staff shall be trained in WIOA Adult and Dislocated Worker Programs, in addition to discretionary/specialized programs, to best leverage available funding and to maximize service provision. Staff shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. Subrecipient shall determine appropriate staffing.
5. Notwithstanding, all Staff shall be proficient in performing the following duties:
  - a. Conduct outreach, recruitment, and eligibility determination to a targeted population;
  - b. Conduct objective job skills assessment for eligible participants to ensure appropriate evaluation. Subrecipient is to use any of the following assessment tools when completing the initial assessment: Test of Adult Basic Education (TABE), Comprehensive Adult Student Assessment Systems (CASAS), Basic English Skills Test (BEST), or Massachusetts Adult



Proficiency Test (MAPT). ACT WorkKeys will be used for enrollment requirements only and is not intended to measure Educational Functioning Levels (EFL) of performance.

- c. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
  - d. Develop a customized professional resume for every enrolled participant;
  - e. Provide career planning to all participants (including those in training) in all areas related to gaining/retaining employment and career advancement;
  - f. Provide networking and individual branding guidance leading to employment for every enrolled customer;
  - g. Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;
  - h. Maintain regular contact with participants (at a minimum of once every thirty days) and provide a substantial service;
  - i. Maintain documentation for regulatory and contractual compliance, and maintain detailed case files and complete all required MIS, statistical, and performance reports;
  - j. Develop relationships with all training providers and partner agencies;
  - k. Provide specific guidance in transferable skills for all participants transitioning between industry clusters;
  - l. Use Labor Market Information (LMI) to assist job seekers in making informed decisions about job training and career pathways;
  - m. Have a comprehensive understanding of LMI trends, demand occupation criteria and the State of California's Eligible Training Provider List (ETPL) and I-TRAIN to enhance placements;
  - n. Ensure active job placement no later than when a participant reaches 75% of training completion;
  - o. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the participant;
  - p. Provide job development and assist participants in unsubsidized job placement earning a livable wage;
  - q. Provide retention and follow-up services for a twelve (12) month period, with follow-up commencing immediately after employment begins or program exit; and
- G.** Utilize the CalJOBS system for documenting all job seeker activities.

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

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

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

Subrecipient shall:

- a. Ensure strict adherence to all Federal, State and local requirements related to CalJOBS;
- b. Must input all participant data, including any activity performed on Career Edge, into the CalJOBS system within 5-business days of service delivery, reported participant update, or program changes;
- c. Establish quality control procedures to protect the integrity of data pertaining to participants, services, and outcomes;
- d. Ensure that all staff designated to handle data entry and data management receive training on CalJOBS functionalities and limitations;
- e. Install a system to establish staff accountability for data entered;
- f. Establish a review process for CalJOBS reports that include participant rosters and other reports provided by the County of Orange;
- g. Ensure strict adherence to proper handling of personally identifiable information (PII) and other confidential participant information;
- h. Ensure access to CalJOBS is limited to only active staff members; and
- i. Perform all data input, participant reporting, and communications with CalJOBS and the California Employment and Development Department (“EDD”) related to CalJOBS, including, but not limited to, performing the responsibilities identified in EDD Directives WSD19-06 (Dated December 27, 2019) and WSD20-10 (Dated April 8, 2021) and any future policies and/or guidelines as it relates to this matter and manually entering CalJOBS job codes into the CalJOBS system.

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

## H. Website

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

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

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

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

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

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

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

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

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

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

**J. Quality Assurance Review**

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

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

1. Subrecipient shall establish and follow a standardized review methodology that:
  - a. Includes procedures for conducting a quality assurance review on all contracted programs and fiscal activities. Methodology is to include review of expenditures against budget to ensure compliance of OMB requirements and WIOA.
  - b. Must develop a written report to include recorded findings, any needed corrective action, and due dates for the accomplishment of corrective actions;
  - c. Requires systematic follow-up to ensure that necessary corrective action has been taken and outstanding issues are addressed and resolved; and
  - d. Requires that following the completion of each internal monitoring, completed reviews are verified and a list of files reviewed is maintained.
2. In addition to Item #1 above, the Subrecipient shall follow their regular (day-to-day) internal review processes to support high standards of service provision and documentation. This shall include regular file review and immediate correction of issues noted.
3. Subrecipient shall conduct a baseline analysis of participant flow, program delivery, career planning strategies and tools, business process, and service improvement once per program year. Subrecipient must develop a policy and procedures to ensure participant flow and program delivery are in place. **Subrecipient shall provide a copy of their program delivery policy, procedures and all other documentation of the process followed and the results of the analysis to the County of Orange administrative office by July 31, 2023.**
4. Subrecipient shall take corrective action measures as a result of findings identified through Federal, State and County monitoring within 15 days of notification, unless otherwise notified. Repeat and systemic findings identified in any Federal, State and County compliance monitoring may result in a possible loss or reduction in funding and/or other sanctions issued by the County of Orange.

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

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

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

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

3. **Security:** Subrecipient shall maintain all participant files in locked cabinets accessible only to authorized personnel. The County shall provide Subrecipient with sufficient locked cabinets within the County's job centers in order to enable the Subrecipient to comply with this requirement. In addition, Subrecipient shall maintain an Information Technology (IT) usage policy and procedures to support security obligations regarding all confidential and sensitive information. **A copy of the Subrecipients policy and procedures shall be submitted to the County of Orange by July 31, 2023.**

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

1. Satisfaction surveys shall be made available to all individuals and employers by providing a paper or electronic survey via a format provided by the Orange County Workforce and Economic Development Division Director of Workforce Development. The Orange County Workforce and Economic Development Division Director of Workforce Development will review and evaluate the data collected and make the results available to the Subrecipient.

2. Subrecipient shall communicate to their staff that meeting participant satisfaction and expectations is a primary goal, therefore, all workforce development activities must be participant centered. Subrecipient shall also communicate to their staff that the County of Orange will be conducting surveys with participants and One-Stop system partners on the performance of workforce services offered. The Orange County will review and evaluate the data collected. The Subrecipient shall be responsible for the implementation of corrective action(s) with respect to survey findings or trends related to the services provided under this Agreement.
  3. Subrecipient shall be proactive in requiring staff to adopt customer focused principles targeted toward achieving high participant satisfaction and which meet participant expectations in their delivery of services under this Agreement. This may include the provision of professional development, in-service training, role modeling, case studies, and other techniques and strategies applicable to fostering the adoption of a value system, which is based in continuous improvement principles. Subrecipient shall have established procedures for progressive discipline, including verbal and written warnings leading up to termination. Subrecipient must also respond to and correct the County of Orange concerns regarding under-performing staff within 5 days.
  4. Subrecipient shall be proactive in maintaining a customer centered design for the Workforce Solutions Centers, as described in the Local and Regional Plans, taking into consideration, Anaheim and Santa Ana. Subrecipient shall incorporate new innovations that are specifically tailored to meet the Workforce Solutions customers' needs.
  5. Subrecipient shall work with the Workforce Solutions Center mandatory / non-mandatory partner(s) staff to ensure that participant specific services are provided. Subrecipient shall ensure participants are co-enrolled into Workforce Solutions Center's mandatory / non-mandatory partner(s) programs when doing so will benefit participant outcomes. Subrecipient shall meet with the Workforce Solutions Center mandatory / non-mandatory partner(s) staff and the Workforce Solutions Center Operator for suggestions on how to improve participant services as defined in the MOU.
  6. Subrecipient shall work with County designated Workforce Solutions Operator to ensure that participant is receiving benefits from a coordinated network of workforce development partners. Subrecipient shall meet with Workforce Solutions Center Operator monthly for suggestions on how to improve participant services as defined in the MOU. This may include staff being trained on partner's eligibility requirements, co-case management, cross braiding of resources, etc.
  7. Subrecipient shall provide at least one (1) testimonial each month from job seeker participant and/or business participants to the County of Orange. Subrecipient must obtain participant's authorization to release prior to sharing information. Examples of testimonials may be a participant success story or a letter from a participant. Testimonials may be released to the public. Subrecipient shall maintain an appropriate "release" from the participant. **Monthly testimonials shall be included in the Monthly Program Performance Report. Signed authorization to release forms shall be kept in the participants physical and electronic file.**
- M. Organizational Chart:** Subrecipient shall maintain a current organizational chart along with corresponding functional job descriptions for every classification funded by WIOA, in whole or in part. **Subrecipient shall provide an updated organizational chart along with functional job descriptions to the One-Stop Operator and the County of Orange Director of Workforce Development by July 31, 2023. In addition, Subrecipient shall provide updates to organizational charts to the Workforce Solutions Operator and the County of Orange Director of Workforce Development with the monthly program performance reports and whenever staff changes occur.**

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

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

### III. SERVICE DELIVERY

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

#### A. Target Population

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

1. The general public seeking workforce services;
2. Veterans and their families including those recently separating from service;
3. Individuals who meet the requirements for WIOA eligibility, including the priority of services categories and individuals who are basic skills deficient (per WIOA Section 134(c)(3)(E) and 20 CFR Part 680.600); other individuals in need of specialized services, such as: persons with limited English proficiency and limited literacy skills; persons with physical disabilities; re-entry population; older youth; homeless or at risk for homelessness; or other special needs populations;
4. Individuals who reflect the demographics of the North & South Region; for example, if it is ethnically diverse;
5. Subrecipient shall strategize how to best deliver services to those eligible within that population group. Subrecipient shall provide services in English, Spanish, Vietnamese, Chinese, and Korean. Other



languages may be necessary and made available if needed. Subrecipient shall serve all areas of the North & South workforce designated region and shall have the capacity to outreach and recruit for the entire North & South Region, as identified in Section I.B.;

6. Target population served by special projects may include, but are not limited to National Emergency Grants, Dislocated Worker Grants, veterans, re-entry population, substance abusers, individuals with multiple barriers, those with limited English proficiency, older adults, people with disabilities and other industry cluster occupation programs; and
7. Former WIOA participants in need of continued services including community referrals, employment opportunities and follow-up.

## **B. Participant Recruitment**

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

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

Subrecipient shall recruit WIOA eligible participants, determine eligibility for a sufficient number of WIOA participants, in numbers necessary to meet planned performance enrollment and expenditure levels and outlined in Attachments C-1 and E-2, respectively.

1. Subrecipient shall recruit, and certify as eligible, a sufficient number of Adults and Dislocated Workers to meet planned enrollments at all service locations. Over enrolling is permitted and encouraged if funding is available and if caseloads are low, more direct placements may be necessary to ensure common measures are met, and/or to lessen the impact of files with gaps in services.
2. Subrecipient may recruit participants via any of the following methods, including, but not limited to:
  - a. Participants coming into the Workforce Solutions Centers;
  - b. Notices to other community-based organizations;
  - c. On-site visits by recruiters to strategic sites where target populations tend to reside;
  - d. Referrals from other agencies;
  - e. Intake and recruitment efforts associated with national labor exchange activities;
  - f. Strategically located displays of recruitment posters, pamphlets and flyers at locations throughout the County;
  - g. With approval from the County, presentations to promote WIOA awareness to various groups in the community; and
  - h. With approval from the County, Out-stationing staff, as appropriate, at other locations within the County, including the County's Veterans Service Office (VSO).

**Subrecipient shall submit a WIOA Recruitment Plan to the County of Orange Director of Workforce Development by August 31, 2023. Plan should show how deliverables will be met.**

## **C. Job Seeker Services**

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

Self-Assisted Basic Career Services are described as:

- a. Eligibility Determination for funding and services;
  - b. Outreach intake and orientation to the information and other services available through the OCWSC;
  - c. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency), aptitudes, abilities (including skills gaps), and supportive service needs;
  - d. Job search and placement assistance and in appropriate cases, career counseling, including information on in-demand industry sectors and occupations and nontraditional employment, appropriate recruitment, and other business services on behalf of employers;
  - e. Referrals to and coordination of activities with partner programs and services;
  - f. Workforce and labor market employment statistics information, which includes job vacancy listings, job skills necessary for job openings, and information on local occupations in demand and the earnings, skill requirements and opportunities for advancement within those career pathways;
  - g. Performance information and program cost information on eligible providers of training;
  - h. Information in formats that are usable by and understandable to customers regarding how the local area is performing on the local performance accountability measures;
  - i. Information in formats that are usable by and understandable to customers relating to the availability of supportive services or assistance provided by partners;
  - j. Referrals to supportive services or other needed assistance;
  - k. Information and assistance regarding filing claims for unemployment assistance; and
  - l. Information and assistance regarding establishing eligibility for financial aid assistance for training and education programs.
4. **Resource Room:** The Comprehensive Workforce Solutions Center currently has a resource area or "resource room" containing computer workstations, equipment, and resources dedicated to the efficient and consistent provision of self-service activities. Customers have access to computers, printers, fax machines, copiers, and phones. There should be no limitations or restrictive use on this equipment as long as it is being used for appropriate job search activities. Additionally, space for workshops and other small group activities is available. The following services are offered:
    - a. Wi-Fi connectivity to the internet;
    - b. Microsoft Office Suite;
    - c. Email capability;
    - d. Local area resource directories;
    - e. Résumé writing and cover letter templates;
    - f. Career exploration resources;
    - g. Career and skill self-assessment tools;

- h. Career, job, and labor market information;
  - i. Career planning information; and
  - j. Information on job search, interviewing and job retention.
5. **Resource Room Staffing** and oversight shall be the responsibility of the Workforce Solutions Operator; however, this responsibility may be shared by staff from Subrecipient and co-located partner agencies in the event of an emergency. All staff in the center's Resource Room shall have the ability to provide basic information on all partner programs participating in the One-Stop System (including those partners electronically linked and/or physically located outside the Center). Staff shall be able to provide information about services available at the Workforce Solutions Center, labor market information, training, job information, and/or refer participants to other agencies. Staff shall also be able to assist participants in using photocopying and fax machines, as well as computers and accessing the internet.
6. **Assistive Technology** the Workforce Solutions Operator must ensure that assistive technology shall be available for those participants with hearing, vision, or speech impairments. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. Additionally, the physical layout of the room shall meet ADA requirements. In general, the Workforce Solutions Operator shall ensure facility accessibility including access to services such as interviewing and testing, and access to information, such as information technology equipment accessibility, and software accessibility. All Subrecipient staff shall be required to attend training in program access for individuals with disabilities and access to employment programs and services for the disabled.

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

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

Staff-Assisted Basic Career Services include the following:

- Initial assessment of skill levels, including literacy, numeracy, and English language proficiency, as well as aptitudes and abilities (including skills gaps);
- Supportive services needs assessment;
- Staff assisted job search;
- Placement assistance (includes job matching, job referrals, and job development);
- Career counseling, including staff assisted career guidance and provision of information on in-demand industry sectors and occupations, on nontraditional employment, and from career profiles and interest inventories;
- Provision of information and assistance regarding filing claims or unemployment compensation, by which OCWSC must provide meaningful assistance as described in WIOA to individuals seeking assistance in filing a claim for unemployment compensation;
- Assistance in establishing eligibility for programs of financial aid; and
- Provision of job club activities

9. **Participant Eligibility Requirements:** Adults and Dislocated Workers who receive services funded under WIOA, other than self-assisted basic career services or informational activities, must be registered and determined eligible. Certain eligibility requirements must be met prior to registration and receipt of staff-assisted career services. Adults must be of age 18 or older, be compliant with the Military Services Act and be lawfully eligible to work in the United States. Dislocated workers must meet the above adult eligibility criteria as well as the dislocated worker requirements established in WIOA. Eligibility for WIOA Title I Career Services shall be conducted in a manner that will satisfy local, State and Federal requirements. Subrecipient shall examine originals and or acceptable copies of documents, as appropriate, to establish the eligibility of participants and shall make copies of documents necessary to substantiate the eligibility of participants seeking WIOA services. Documents shall be placed in the participant's hard copy file and uploaded into the CalJOBS system. Participants not eligible for WIOA Title I Career Services will be referred to partner services and community resources within 24 hours of initial contact with a warm hand off approach.
10. **Individualized Career Services:** Since WIOA is not an entitlement program, selection for a customer's participation in the program is a decision based on an assessment of the customer's needs, interests, abilities, motivation, and their prospects for successfully completing the program, available funding levels, and priority of service policy.

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

Individualized Career Services consist of:

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

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

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

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

- b. **Development of an Individual Employment Plan (IEP)** to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve their employment goals, including providing information on eligible providers of training services and career pathways to attain career objectives. The IEP shall identify the specific services needed to assist participants in securing a job, support services, as well as, ancillary services that may be required to overcome other issues impacting the ability to secure and maintain employment.

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

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

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

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

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

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

educational progress or need for additional services.

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

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

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

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

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

results in what is best for the One-Stop System;

- n. **Job Placement:** One-on-one placement assistance is a critical function of Individualized Career Services. Subrecipient shall work closely with their participants to provide them with solid recommendations for pursuing job leads that match their individual skills, work history, and other abilities, and which have potential for employment. Subrecipient shall also work closely with Business Solutions Team in order to develop job leads and negotiate job opportunities for their participants. Maintaining positive relationships with Business Solutions will lead to more effective outcomes; and
- o. **Follow-up Services:** Follow-up services shall be made available, on an as needed basis for up to twelve (12) months for all of the adults and dislocated workers who are enrolled and placed into unsubsidized employment. The intensity of appropriate follow-up services may vary among customers. Follow-up services may include but are not limited to: additional career planning and counseling; contact with the customer's employer, including assistance with work-related problems that may arise; peer support groups; information about additional educational opportunities, and referral to supportive services available in the community. The goal of these services is to ensure job retention, wage gains, and career progress for customers who have been referred to unsubsidized employment. Follow-up services must include more than only a contact attempt, or a contact attempt made for the purpose of securing documentation in order to report a performance outcome. Each contact shall be documented in the participant's file. Retention and follow up services are pivotal to their success and the attainment of performance.

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

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

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

**12. Case Management:** Career Planners (Case Managers) shall utilize customer-centered approaches when providing career services/case management. The Career Planners shall help WIOA participants

identify their needs through the use of motivational interviewing, soft skills and customer centered thinking.

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

- 13. Partner Referrals/Co-enrollment:** If Subrecipient deems it is in the best interest of the participant to be co-enrolled into multiple programs to access services not available through the primary program, the participant shall be co-enrolled. The Subrecipient shall ensure services are not duplicated between workforce programs. The OCWDB has implemented a procedure to streamline the referral process for the Subrecipient and Workforce Solutions partners. This process allows the Subrecipient and partners to send and receive referrals by using the CalJOBS system. The Subrecipient will have access to send and receive referrals in CalJOBS.

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

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

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

- Is unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment through career services alone;
- Is in need of training services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment;
- Has the skills and qualification to successfully participate in the selected program of training services;
- Is unable to obtain grant assistance from other sources to pay the costs of such training, including such sources as State-funded training funds or Federal Pell Grants established under Title IV of the Higher Education Act of 1965, or requires WIOA assistance in addition to other sources of grant assistance, including Federal Pell Grants (20 CFR 680.230 and WIOA sec. 134 (c) (3) (B) contain provisions relating to fund coordination);
- Is a member of a worker group covered under a petition filed for TAA and is awaiting determination. If the petition is certified, the worker may then transition to TAA approved training. If the petition is denied, the worker will continue training under WIOA;



- Is determined eligible in accordance with the State and local priority system in effect for adults under WIOA sec 134 (c) (3) (E) if training services are provided through the adult funding stream; and
- Selected a program of training services that is directly linked to the employment opportunities in the local area or the planning region, or in another area to which the individual is willing to commute or relocate.

Training Services may include:

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

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

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

- of credit reports and credit scores in obtaining credit, including determining their accuracy (and how to correct inaccuracies in the reports and scores), and their effect on credit terms;
- iv. A proven curriculum that supports the participant's ability to understand, evaluate, and compare financial products, services, and opportunities; and
  - v. Activities that address the particular financial literacy needs of non-English speakers, including providing support through the development and distribution of multilingual financial literacy and education materials.
- l. **Work-Based Training** provides more opportunities for workers to earn income while gaining critical job skills. Subrecipient shall ensure WIOA participants participating in work-based training do not replace regular employees and infringe on the promotional opportunities of currently employed individuals. Subrecipient shall comply with Federal, State and local worker displacement prohibitions.
- i. **On-the-Job Training (OJT)**: Training by an employer that is provided to a paid participant while engaged in productive work in a job that:
    - Provides knowledge or skills essential to the full and adequate performance of the job;
    - Provides wage reimbursement to the employer for the extraordinary costs of providing the training and additional supervision related to the training; and
    - Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.
  - ii. **Work Experience**: Work experience is a planned, structured learning experience that takes place in a workplace and provides participants with opportunities for career exploration and skill development. Work experience programs can be paid or un-paid.
  - iii. **Transitional Jobs**: Transitional Jobs are a type of work experience that can be provided under WIOA and are considered individualized career services. Transitional jobs are limited and wage-paid work experiences that are subsidized up to 100 percent. These jobs are in the public, private, or nonprofit sectors and are only available for individuals with barriers to employment who are chronically unemployed or have an inconsistent work history as determined by OCWDB. Transitional jobs provide an individual with work experience while demonstrating success in an employer-employee relationship and developing skills in which the program provider generally acts as the employer, and with an opportunity to develop important workplace skills.
 

The service must be combined with career and supportive services. These jobs must be designed to establish a work history for the individual, demonstrate success, in the workplace, and develop the skills that lead to entry into and retention in unsubsidized employment.
  - iv. **Pre-Apprenticeship Training** and curriculum is based on industry standards, approved by documented registered apprenticeship partners(s), and prepares the participant with the skills and competencies needed to enter one or more registered apprenticeship program(s). Pre-apprenticeship training must have a documented partnership with at least one registered apprenticeship program.
  - v. **Registered Apprenticeship Training** is a combination of On-the-Job Training (OJT) and related classroom instruction under the supervision of a journey-level craft person

or trade professional in which workers learn the practical and theoretical aspects of a highly-skilled occupation.

- vi. **Incumbent Worker Training** is work-based training and up-skilling designed to ensure that employees of a company can acquire the skills necessary to retain employment and advance within the company, or to acquire the skills necessary to avert a layoff. Incumbent worker training is responsive to the special requirements of an employer or a group of employers in partnership with other entities for the purposes of delivering training to:
- Help avert potential layoffs of employees;
  - Increase the skill levels of employees so they can be promoted within the company and create backfill opportunities for the employers
- m. Subrecipient shall refer each participant to the most appropriate activity as determined from the IEP. Not every participant will need or desire training. Training activities shall be provided to those participants who clearly cannot obtain or maintain employment in a specific skill set or demand occupation. Successful completion of training courses shall lead to recognized credentials or their equivalent;
- n. Subrecipient shall seek other non-WIOA funded training and shall use Pell Grants to offset WIOA funds. An individual may enroll in training services prior to the award of a Pell Grant as long as the Subrecipient ensures that the Pell Grant has been applied for and has evidence of documentation in the participant's file. Other training offered by a post-secondary education institution, adult education and/or Regional Occupational Program (ROP) shall be considered prior to the use of WIOA funding;

Once it is determined that vocational training is desired and appropriate for the participant, Subrecipient and participant shall look at the training programs that are available that relate to the participant's interests, skill sets and objective assessment outcomes;

- o. Subrecipient shall provide individualized Job Placement assistance no later than when the participant reaches 75% of training completion to ensure that the training leads to unsubsidized employment in a related field;
- p. Subrecipient shall report any relevant information pertaining to work-based, OJT and ITA training programs that could affect current and future outcomes (dropouts, issues or discrepancies with the program, etc.) to their OCWDB Grants Manager within 5 business days. OCWDB will relay the information to South Bay WIB. All changes and updates shall also be documented on CalJOBS.
- q. Short term OJT, Customized Training programs and/or apprenticeships shall account for no less than 40% of the training provided throughout the System;
- r. Subrecipient shall develop incumbent worker training programs or other worker skill upgrade approaches. Adults and/or Dislocated Workers trained as incumbent workers, if co-enrolled in formula, will not count towards fulfilling the Adult/Dislocated Worker enrollments for the service delivery performance measures;
- s. Successful completion of training courses must lead to recognized certificate/credential or their equivalent and attainment of unsubsidized employment. A certificate is awarded in recognition

of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed and/or endorsed by employers;

- t. Senate Bill 734 requires an amount equal to at least 30% of the combined total of Adult and Dislocated Worker WIOA formula fund allocations. Subrecipient shall be responsible for spending no less than 30% of Contract award on training. A portion of the minimum training expenditure requirement (up to 10% of the combined total of the Adult and Dislocated Worker formula fund allocation may be met by applying leverage resources used for training services in accordance to Information Notice No. 18-OCDB-12).
- u. Subrecipient shall have a thorough mechanism and system for tracking training expenditures, including match funds for training expenditures. This system shall be sufficient for the Subrecipient to both manage their internal performance goals in relation to SB 734, and report to the County of Orange on a monthly basis.
- v. To address the provisions of SB 734 and state-imposed requirements, the County of Orange identified and established training investment expectations that support skills development and occupational skills training services for WIOA Adult and Dislocated Worker formula-funded programs. Any changes related to this State requirement will be formally communicated to the Subrecipient.

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

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

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

The County's vision includes strategies that will guide adults and dislocated workers towards various training and/or employment pathways. Career pathways are intended to develop participants' core

academic, technical and employability skills, connecting them to necessary preparation, education and training that will ultimately result in high-demand, high-opportunity jobs. Participants shall be given the necessary tools to help them better navigate the many options that will enhance their vocational objectives. Industry recognized credentials and portable credentials provide an important advantage in the labor market, allowing individuals to work toward both short and long-term employment and career goals. In connection with a career pathways approach, Subrecipient shall incorporate innovative program design components relative to industry related credentials and portable credentials in their Applications.

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

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

- a. The County's quality of service goal is to ensure that customers served by the Workforce Solutions Center's receive assistance that commensurate with their individual needs, delivered by professional staff, resulting in the satisfaction that supersedes their expectations, and acknowledging that self-sufficient employment is the goal. The County recognizes that such an approach places a premium on direct interaction with well-qualified workforce professionals. The customer flow and referral process ensure that customers who are identified, or who self-attest, as needing more focused assistance will have access to in-depth services, including academic and career counseling, to aid them in attaining employment.
- b. It is imperative that the Subrecipient emphasizes need-based differentiation in serving participants, endowing workforce professionals with the capability and duty to determine the best and most appropriate level of service for each customer. The Subrecipient shall ensure that customers entering the Workforce Solutions Center receive the appropriate services and referrals.
- c. The Subrecipient shall be committed to take on caseloads of customers already in the system in all stages of service levels, individualized career services, training, and follow-up. Some files may be incomplete due to loss of contact, or low customer satisfaction. The Subrecipient must make a documented effort to capture positive performance on these customers and/or integrate them into quarterly cohorts to achieve performance.
- d. All Workforce Solutions Center participants shall have access to and be encouraged to utilize Basic Career Services. Customers who enter the Workforce Solutions Center to receive assistance with an unemployment insurance claim or any other service offered by the Workforce Solutions Center partners, are to be encouraged to take advantage of other services at the Workforce Solutions Center.
- e. Certain collected demographic information such as education level and length of unemployment may indicate that a customer could benefit from more individualized attention. Those customers without a high school diploma or high school equivalency, those unemployed, and customers who did not meet the requirements for the desired position with a company will be referred to speak to a WIOA Title I Career Planner (Case Manager) about additional services, such as WIOA case management, as soon as possible.
- f. In addition, any customer who requests additional, individualized services should be referred to speak to a WIOA Title I Career Planner (Case Manager) about receiving WIOA case

management and other services. Customers who self-identify or are listed in the WIOA case management database as certified Trade Adjustment Assistance (TAA) participants should be referred to speak to a Career Planner (Case Manager) for any Reemployment and Eligibility Assessment (REA) or Worker Profiling and Reemployment Services.

- g. Customer Flow Charts for initial engagement, self-directed services, staff-directed services, training, and follow-up services shall be updated to reflect any system changes. Flow charts shall indicate the movement of customers within the system along with approximate time frames. For customers enrolled longer than 10 months, justification shall be submitted to the OCW&EDD.

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

**Subrecipient shall provide a WIOA participant flow chart to the County of Orange Director of Workforce Development by July 31, 2023.** WIOA clarifies that individuals receiving services in the Workforce Solutions Center must receive the service that is needed to assist the individual to meet his or her job search goals and does not need to follow a fixed sequence of services that may not be necessary to effectively serve the individual. Maximum time frames for each service component must be included on the flow chart. Services shall be in alignment with customer centered design. Services shall be provided within time frames, as determined reasonable by the County of Orange.

- 17. Internal Policies and Procedures** for all Workforce Solutions Center operations and administration shall be developed by the Subrecipient. All current Policies and Procedures shall be reviewed to ensure full compliance with the WIOA. **Subrecipient shall provide a copy of all Policies and Procedures to the County of Orange County of Orange Director of Workforce Development by August 31, 2023.**

- 18. Business Services Team Collaboration:** Subrecipient staff shall be made available upon request by the County Director of Workforce Development and/or the County of Orange Workforce and Economic Development Division Business Solutions team to participate in Workforce Development Projects for Businesses. Projects shall include, but not be limited to, job fairs, targeted recruitments, incumbent worker training programs, business workshops, layoff aversion, and rapid response activities. Subrecipient shall make a good faith effort to collaborate and share resources with the County of Orange Workforce and Economic Development Division Business Solutions team, County identified partners, and Workforce Solutions Center Operator to maximize effectiveness in serving Orange County businesses.

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

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

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

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

2. Subrecipient shall work collaboratively with all Partner Agencies contracted by the County of Orange to provide supplemental or comprehensive services within the One-Stop System.

## V. PERFORMANCE

- A. **Performance Measures:** The WIOA requires a comprehensive accountability system to determine the effectiveness of services provided through the One-Stop System. Subrecipient shall meet or exceed required Federal, State and local standards, measurements and outcomes of all funding streams included in this Agreement. Subrecipient shall work to ensure quality program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the County of Orange. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds. If the Subrecipient fails to meet levels of performance agreed to in this Agreement, the County of Orange may take corrective action. The corrective action may include appropriate measures designed to improve the performance of the local area.
- B. **MIS Submission/Reporting:** Subrecipient shall adhere to Management Information System (MIS) procedures for data entry, timelines, and reporting requirements. Comply with the CalJOBS Reporting Timeline Policy, EDD Directive WSD 13-11 and subsequent updates for complete information and guidance. In addition, the Subrecipient shall:
  1. Comply with all WIOA performance requirements; Applicable MIS data shall be entered into CalJOBS as soon as possible, or within five (5) business days after providing a service and when claiming any positive results; and
  2. Comply with Data Verification requirements listed in the WIOA Adult & Dislocated Worker Programs Participant Eligibility Requirements Policy, Selective Service Registration Policy, Eligibility Verification Form Policy and Authorization to Work Verification Requirements Policy, EDD State Directive WSD 13-1, and any subsequent updates. Refer to the latest County of Orange policies, State Information Notices and Directives, and subsequent updates for complete information and guidance.
  3. Subrecipient shall input data timely in the data reporting system(s), or, if applicable, submit MIS paperwork for all participant activities and necessary updates in participant information and activities for input into the data reporting system as defined in the County of Orange CalJOBS Reporting Timeline Policy. Failure to submit timely information may result in penalties including de-obligation of funds or termination of this Agreement;
  4. Subrecipient shall use the most current templates provided by the County of Orange. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;
  5. Subrecipient shall review and approve all paperwork prior to submission to the County of Orange;
  6. Subrecipient shall review all available system reports and rosters for any corrections or updates needed to ensure up-to-date information is reflected in the system/s;
  7. Subrecipient shall comply with the Common Measures as defined in TEGL 17-05, WIOA Section 116 and 20 CFR Part 677.150-210;
  8. Subrecipient shall comply with data verification requirements listed in the latest County of Orange policy and any subsequent updates;



9. Subrecipient shall immediately implement and adhere to future policy revisions and changes or enhancements in procedures and processes pertaining to MIS submission and reporting including data entry and data management.

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

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

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

**ITA processing will be the direct responsibility of the Subrecipient from July 1, 2023 through June 30, 2024.**

- D. Follow-up Services:** The Subrecipient shall provide follow-up services to participants who are placed in unsubsidized employment. Subrecipient shall conduct follow-up for Quarters 1, 2, 3 and 4 following the participant's exit. The intensity of appropriate follow-up services may vary among customers. Follow-up services may include but are not limited to: additional career planning and counseling; contact with the customer's employer, including assistance with work-related problems that may arise; peer support groups; information about additional educational opportunities, and referral to supportive services available in the community. Follow-up services must include more than only a contact attempt or a contact attempt made for the purpose of securing documentation in order to report a performance outcome. The goal of these services is to ensure job retention, wage gains, and career progress for customers who have been referred to unsubsidized employment.
- E. Supplemental Income:** If employment status of the participant is confirmed through supplemental information, follow-up forms reporting this supplemental information shall be entered into CalJOBS. Subrecipient shall submit information for participants who have exited the program 'Not Found' in Unemployment Insurance (UI) Base Wage Records. Subrecipient shall be responsible for analyzing wage records data.
- F. Regional/State Plans and County of Orange Initiatives:** Deliverables and/or goals pertaining to One-Stop operations and service delivery shall be met.
- G. Corrective Action Plans:** Performing below any individual performance measure for any quarter shall be subject to the following corrective action:
1. Technical assistance and assessment of the causes of the low performance;
  2. Development and implementation of appropriate corrective action plan(s) to ensure contractual compliance;
  3. Monitoring of subsequent performance to assess the impact of the corrective action plan(s);
  4. Corrective action plans shall include a date for responding to observations, questions, concerns and findings.

Subrecipient's performance is not limited to Common Measures and individual program requirements and performance measurements. Subrecipient is responsible for all commitments made in the RFP application. Subrecipient's performance trends and corrective action plans will be critical to decisions regarding Agreement renewal. Failure to achieve the goals set forth in the Corrective Action Plan may result in penalties such as de-obligation of funds or termination of this Agreement.

**H. Accounting and Fiscal Controls**

1. Subrecipient shall operate program in accordance with 2 CFR 2900, et al. (Department of Labor – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), all applicable provisions of 2 CFR Part 200, et al., Generally Accepted Accounting Principles (GAAP) and CFRs.
2. Authorized signatures for execution of documents, amendments, budget modifications and invoices are limited to those individuals identified in the Authorized Signature Form. **The form will be provided to the County of Orange Director of Workforce Development by July 31, 2023.**
3. Invoice templates and any necessary updates thereof shall be provided by the OCCR Accounting Department.

**All program invoices are due in good order to the Orange County Community Resources**

**(OCCR) Accounting Office by the tenth day (10<sup>th</sup>) following the month being reported.****4. Accurate and complete invoices are invoices whereby:**

- Personnel is invoiced based upon an approved organization chart;
- Personnel supporting documentation is included with each invoice;
- There are no negative line item balances in any row;
- YTD invoiced amounts are correct;
- Leverage/match, if required, is included on the monthly invoice;
- All required program specific sub-categories are included on the invoice;
- Program specific sub-categories supporting documentation are included on the invoice (i.e receipts, bank statements, canceled checks, etc.);
- Any temp staff charges are reported separately;
- OJT/Customized Training log in County of Orange-provided spreadsheet must accompany invoices.

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

**A master salary spreadsheet identifying all staff and their allocation across programs AND a master invoice spreadsheet identifying all cost and their allocation across programs shall be submitted to the County of Orange Director of Workforce Development or designee by August 31, 2023 and ongoing.**

**I. Budgets and Budget Modifications**

1. Budgets contained in Attachment C-2 of this Agreement are high-level budgets. Budget templates will be provided by the County of Orange. Invoices shall be submitted based upon these detailed budgets.
2. Budget modifications are limited as outlined in the County of Orange Contract Modifications Policy and Procedures. County of Orange initiated adjustments do not count towards the three allowed each year.

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

Subrecipient shall implement a model that:

- A. Takes a customer-centered, culturally competent approach to mitigate barriers, prepare and empower all job-seekers;
- B. Utilizes innovative career pathways and training programs tailored to high-value sectors based on input from the Orange County Director of Workforce Development, the Orange County Workforce Development Board, Employers, Workforce Solutions Operator, and the County of Orange;
- C. Engages in Career and Technical Education (CTE) training programs with educational partners; and
- D. Increases middle-skill certification in OC high-growth sectors.

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

**VII. INNOVATIONS TO BE IMPLEMENTED**

- A. Staff Co-location with Partners:** Subrecipient shall use partner-sites for office-hours and community portals to bring programs and resources to potential participants who may be unaware of WIOA or unable to commute.
- B. Special Population Etiquette:** Subrecipient shall provide expert-led training on how to support the needs of multi-ethnic, culturally diverse, people with disabilities and/or justice-involved participants.

**VIII. DELIVERABLES**

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

**A. Deliverables Summary:**

<b>I. COORDINATION</b>	<b>Due Date</b>
Operating Agreement with Workforce Solutions Center Operator	Upon Execution
Program Delivery Policy and Procedures	July 31, 2023
<b>II. SERVICE STANDARDS</b>	<b>Due Date</b>
Verification of all internal monitoring	Upon Request
Monthly Reports with at least one (1) Success Story	10 <sup>th</sup> day after the end of each month
10 Month Duration of Services Participant List	10 <sup>th</sup> day after the end of each month
Organizational Chart	July 31, 2023
Quality Assurance and Internal Monitoring Procedures and Schedule	August 31, 2023
Information Technology (IT) usage policy	July 31, 2023
Analysis of participant flow, program delivery, career planning strategies and tools, business process and service improvement	July 31, 2023
ADA Compliance Checklist for the primary location where WIOA services are being provided	As needed
Code of Conduct Acknowledgement Forms	July 30, 2023
Nondiscrimination and EO Self-Assessment	As needed
EO and Complaint Logs	January 31, 2024
Staff Training / Capacity Building Plan	August 31, 2023
<b>III. SERVICE DELIVERY</b>	<b>Due Date</b>
WIOA Participant Flow Chart	July 31, 2023
Detailed Outreach and Recruitment Plan	July 31, 2023
List of workshops	July 31, 2023 and ongoing
Internal Policies and Procedures	August 31, 2023

Forms and Marketing Materials, if applicable	July 31, 2023 and ongoing
<b>V. PERFORMANCE</b>	<b>Due Date</b>
ITA Vouchers	As specified by County of Orange policy
Corrective Action Plans, as applicable	As directed by County of Orange staff
Invoices	10 <sup>th</sup> of each month
Leverage Resources Report	10 <sup>th</sup> of each month
Master Salary Spreadsheet	August 31, 2023 and ongoing
Master Invoice Spreadsheet	August 31, 2023 and ongoing
Detailed line-item budget	Prior to submission of July invoice
Detailed performance metrics	July 31, 2023



**PAYMENT/COMPENSATION  
CAREER TEAM, LLC  
NORTH & SOUTH REGIONS  
July 1, 2023 – June 30, 2024**

**1. COMPENSATION:**

This is a cost reimbursement Contract between the County and the Subrecipient for up to \$3,000,000.00 for one (1) year beginning July 1, 2023 – June 30, 2024 (\$1,800,000 for North and \$1,200,000 for South) 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 including, but not limited to, the Career Edge Platform and Career Edge Services, and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. For sake of clarity, Subrecipient shall not charge the County an additional cost or additional license fee for the Career Edge Services because those services are a component of, and included in, the services Subrecipient shall perform under this Contract. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

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

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.

In the event the contract is terminated, the County shall continue to be entitled to purchase a license for the use of the software at the applicable license fee being charged by Subrecipient at such time and with such stand-alone user support options available at that time, upon until successful completion of competitive procurement which complies with any applicable federal, state, and local policies.

**3. PAYMENT TERMS:**

An invoice for the reimbursement of costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Subrecipient shall reference Contract number on invoice. Payment will be net 30 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 allowable costs under WIOA and all applicable laws, regulations, and requirements set forth in Paragraph 68 (Compliance with Law – Contract) of this Contract.

No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.



No payments will be made for costs incurred by Subrecipient which are not “allowable costs” applicable to Subrecipient under 2 CFR Part 200.

Whenever Subrecipient is not in compliance with any provision of this Contract, County’s Project Manager, may withhold payment or a portion thereof until such time Subrecipient comes into compliance.

County shall promptly review invoices submitted by Subrecipient and, within thirty (30) days after receiving each invoice, County shall either: (a) approve such invoice in its entirety; or (b) notify Subrecipient, in writing, of those portion(s) of such invoice that are denied, together with the reasons stated therefore (i.e. disallowed cost, lack of documentation, etc.).

County’s Project Manager, also reserves the right to refuse and withhold payment to Subrecipient for later disallowed costs; or for any expenditure determined by County’s Project Manager, not to be in compliance with this Contract, or unrelated to activities for which this Contract provides, or inappropriate to such activities; 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.

Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the County’s Project Manager, or designee, the Project Manager, has the discretion, in any given month, to pay over the monthly one-twelfth of the Maximum Obligation.

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.

Program Invoice(s) must be emailed to the following address :

[einvoice@occr.ocgov.com](mailto:einvoice@occr.ocgov.com)

**4. INVOICING INSTRUCTIONS:**

The Subrecipient will provide an invoice on Subrecipient’s letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include

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. Delivery Order (DO) / Subordinate Agreement Number
7. Deliverables / Service description (in accordance with Attachment A-2)
8. Subrecipient’s Federal I. D. number
9. Total



5. CLOSE-OUT DEADLINES

The close-out invoice is due on July 15, 2024, 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.

Request for budget modifications and/or invoice revisions from the Subrecipient will be restricted to a minimum for June or final program month invoices and will only be allowed at the County's discretion.

Subrecipient must submit the final program month invoice estimates by May 31, 2024. Estimates must be projected based on anticipated actual expenditure.

Invoices submitted or received after the close-out period will not be reimbursed.





**BUDGET SCHEDULE  
CAREER TEAM LLC  
ADULT NORTH & SOUTH REGIONS  
July 1, 2023 – June 30, 2024**

This total amount to be funded under this Contract for Adult Career Services shall not exceed \$1,320,000.00. Each project description and corresponding budget under this Contract shall be mutually determined and agreed upon by County and Subrecipient. Project descriptions shall be in Attachment A-2; herein and corresponding project budgets shall be listed in Attachment C-2 herein.

<b>ADULT CAREER SERVICES - NORTH</b>	
Direct Program	\$ 720,000.00
Indirect Cost	\$ 72,000.00
<b>Total Contract</b>	<b>\$ 792,000.00</b>
30% Training Costs	\$ 237,600.00

<b>ADULT CAREER SERVICES - SOUTH</b>	
Direct Program	\$ 480,000.00
Indirect Cost	\$ 48,000.00
<b>Total Contract</b>	<b>\$ 528,000.00</b>
30% Training Costs	\$ 158,400.00

**Note: Indirect Cost (including administrative) shall not exceed more than 10% of the budget. Up to 10% of the Training requirement can be leveraged.**

Budgets contained in Attachment C-2 of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2023 invoices, a detailed budget must be submitted to the County of Orange office for approval. Budget templates will be provided by the County of Orange. Invoices shall be submitted based upon these detailed budgets.

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

In support of the monthly invoice, Subrecipient shall submit monthly Expenditure Reports and support documentation on a form acceptable to, or provided by, the Contract Administrator and will report actual costs.

Subrecipients of WIOA funds are not required to claim indirect costs (to include administrative cost), however, if indirect and/or administrative costs are claimed, subrecipients must have an indirect cost rate approved by their cognizant agency, an approved cost allocation plan, or elect to use the 10% de minimis rate. De minimis Rate – In place of calculating a rate, a de minimis rate of 10% of the Modified Total Direct Costs (MTDC) can be used.

Subrecipients that will claim indirect costs and have a federally approved indirect cost rate agreement(s) with their cognizant agency must submit a copy of the entity's approval letter or cost allocation plan with during the contract negotiation period, or as soon as the indirect cost rate approval documentation is received from the cognizant agency. After the County of Orange has received proper documentation to substantiate cognizant agency approval of indirect costs or a cost allocation plan, the County of Orange will send the subrecipient a letter of acknowledgement and approval.

Subrecipients that have not previously established an indirect cost rate, must either opt to use the 10% de minimis rate with a negotiated and approved indirect cost rate proposal or cost allocation plan. The County of Orange may use the 10% de minimis rate for indirect cost to serve as the predetermined rate. The predetermined rate is a rate that is established for a current or future period, which is in most cases not subject to adjustment.

Failure to provide or negotiate a proposed indirect cost rate can lead to disallowance of indirect costs and/or other remedies of noncompliance (Uniform Guidance 200.207 and 200.338).

If a subrecipient does not have a prior approved indirect cost rate or cost allocation plan from their cognizant agency, an approved de minimis rate of 10%, or only receives federal funds as a subrecipient, the subrecipient must request approval of indirect costs from the County of Orange.

A subrecipient requiring approval of indirect costs by the County of Orange must develop and submit its indirect cost rate proposal to the County of Orange immediately after the organization is advised that an award will be made.



**BUDGET**  
**CAREER TEAM LLC**  
**July 1, 2023 – June 30, 2024**  
**DISLOCATED WORKER CAREER SERVICES (NORTH & SOUTH)**

This total amount to be funded under this Contract for Dislocated Worker Career Services shall not exceed \$1,680,000.00. Each project description and corresponding budget under this Contract shall be mutually determined and agreed upon by County and Subrecipient. Project descriptions shall be in Attachment A-2; herein and corresponding project budgets shall be listed in Attachment C-2 herein.

<b>DISLOCATED WORKER CAREER SERVICES - NORTH</b>	
Direct Program	\$ 916,364.00
Indirect Cost	\$ 91,636.00
<b>Total Contract</b>	<b>\$ 1,008,000.00</b>
30% Training Costs	\$ 302,400.00

<b>DISLOCATED WORKER CAREER SERVICES - SOUTH</b>	
Direct Program	\$ 610,909.00
Indirect Cost	\$ 61,091.00
<b>Total Contract</b>	<b>\$ 672,000.00</b>
30% Training Costs	\$ 201,600.00

**Note: Indirect Cost (including administrative) shall not exceed more than 10% of the budget. Up to 10% of the Training requirement can be leveraged.**

Budgets contained in Attachment C-2 of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2023 invoices, a detailed budget must be submitted to the County of Orange office for approval. Budget templates will be provided by the County of Orange. Invoices shall be submitted based upon these detailed budgets.

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

In support of the monthly invoice, Subrecipient shall submit monthly Expenditure Reports and support documentation on a form acceptable to, or provided by, the Contract Administrator and will report actual costs.

Subrecipients of WIOA funds are not required to claim indirect costs (to include administrative cost), however, if indirect and/or administrative costs are claimed, subrecipients must have an indirect cost rate approved by their cognizant agency, an approved cost allocation plan, or elect to use the 10% de minimis rate. De minimis

Rate – In place of calculating a rate, a de minimis rate of 10% of the Modified Total Direct Costs (MTDC) can be used.

Subrecipients that will claim indirect costs and have a federally approved indirect cost rate agreement(s) with their cognizant agency must submit a copy of the entity's approval letter or cost allocation plan with during the contract negotiation period, or as soon as the indirect cost rate approval documentation is received from the cognizant agency. After the County of Orange has received proper documentation to substantiate cognizant agency approval of indirect costs or a cost allocation plan, the County of Orange will send the subrecipient a letter of acknowledgement and approval.

Subrecipients that have not previously established an indirect cost rate, must either opt to use the 10% de minimis rate with a negotiated and approved indirect cost rate proposal or cost allocation plan. The County of Orange may use the 10% de minimis rate for indirect cost to serve as the predetermined rate. The predetermined rate is a rate that is established for a current or future period, which is in most cases not subject to adjustment.

Failure to provide or negotiate a proposed indirect cost rate can lead to disallowance of indirect costs and/or other remedies of noncompliance (Uniform Guidance 200.207 and 200.338).

If a subrecipient does not have a prior approved indirect cost rate or cost allocation plan from their cognizant agency, an approved de minimis rate of 10%, or only receives federal funds as a subrecipient, the subrecipient must request approval of indirect costs from the County of Orange.

A subrecipient requiring approval of indirect costs by the County of Orange must develop and submit its indirect cost rate proposal to the County of Orange immediately after the organization is advised that an award will be made.



**STAFFING PLAN  
CAREER TEAM, LLC  
NORTH & SOUTH REGIONS  
July 1, 2023 – June 30, 2024**

<b>NORTH REGION</b>	
<b>Title</b>	<b>FTE*</b>
Program Manager	0.60
Case Management Supervisor	1.00
Case Manager (Adult & Dislocated Workers)	11.50**
Training Coordinator	1.00
Program Accountant (Adult & Dislocated Workers)	.50
<b>TOTAL:</b>	<b>14.60</b>

<b>SOUTH REGION</b>	
<b>Title</b>	<b>FTE*</b>
Program Manager	0.40
Case Management Supervisor	1.00
Case Manager (Adult & Dislocated Workers)	7.50**
Program Accountant (Adult & Dislocated Workers)	.50
Training Coordinator	1.00
<b>TOTAL:</b>	<b>10.40</b>

\*1.00 FTE = Full-Time Equivalent

\*\* Subrecipient will provide a final staffing plan with its budget submission. Notwithstanding anything to the contrary in the agreement, nothing shall prohibit Career Team from reducing staff to account for the reduction in budget between last program year and this program year.

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 County may reserve the right to involve other personnel, as their services are 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.



**PERFORMANCE  
CAREER TEAM, LLC  
NORTH & SOUTH REGIONS  
July 1, 2023 – June 30, 2024**

<b>Adult Performance Measures – North Region</b>		
<b>PERFORMANCE MEASURE</b>	<b>DESCRIPTION</b>	<b>GOAL</b>
<b>New Enrollment</b>	Number of new participants who are enrolled into WIOA Adult formula funding program during contract term.	<b>No Less Than 160 New Enrollments</b>
<b>Carry Forward</b>	Number of participants who are enrolled into WIOA Adult formula funding program from previous contract term.	<b>289 as of 4/12/2023</b>
<b>Target Population</b>	Percentage of participants who have been identified at enrollment to be a veteran, basic skills deficient, low-income, receiving public assistance, offender, disabled, or homeless and underemployed.	<b>90.0%</b>
<b>Placement in Employment (2nd Quarter After Exit)</b>	Percentage of participants who are in unsubsidized employment, during the second quarter after exit from the program.	<b>71%</b>
<b>Placement in Employment (4th Quarter After Exit)</b>	Percentage of participants who are in unsubsidized employment, during the fourth quarter after exit from the program.	<b>70%</b>
<b>Median Earnings</b>	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	<b>\$8,800</b>
<b>Credential Rate</b>	Percentage of participants who obtained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent during participation or up to one year after exit.	<b>72%</b>
<b>In-Program Skills Gain</b>	Percentage of participants who during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are defined as documented academic, technical, occupational or other forms of progress towards such a credential of employment.	<b>70%</b>
<b>Retention with the Same Employer</b>	Percentage of participants who are in unsubsidized employment with the same employer % in both 2 <sup>nd</sup> and 4 <sup>th</sup> quarter after they exit from the program.	<b>65%</b>



**PERFORMANCE**  
**CAREER TEAM, LLC**  
**NORTH & SOUTH REGIONS**  
**July 1, 2023 – June 30, 2024**

<b>Dislocated Worker Performance Measures – North Region</b>		
<b>PERFORMANCE MEASURE</b>	<b>DESCRIPTION</b>	<b>GOAL</b>
<b>Enrollment</b>	Number of new participants who are enrolled into WIOA Dislocated Worker formula funding program during contract term.	<b>No less than 455 New Enrollments</b>
<b>Carry Forward</b>	Number of participants who are enrolled into WIOA Dislocated Worker formula funding program from previous contract term.	<b>116 as of 4/12/2023</b>
<b>Placement in Employment (2nd Quarter After Exit)</b>	Percentage of participants who are in unsubsidized employment, during the second quarter after exit from the program.	<b>80%</b>
<b>Placement in Employment (4th Quarter After Exit)</b>	Percentage of participants who are in unsubsidized employment, during the fourth quarter after exit from the program.	<b>83%</b>
<b>Median Earnings</b>	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	<b>\$11,000</b>
<b>Credential Rate</b>	Percentage of participants who obtained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent during participation or up to one year after exit.	<b>82%</b>
<b>In-Program Skills Gain</b>	Percentage of participants who during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are defined as documented academic, technical, occupational or other forms of progress towards such a credential of employment.	<b>70%</b>
<b>Retention with the Same Employer</b>	Percentage of participants who are in unsubsidized employment with the same employer % in both 2 <sup>nd</sup> and 4 <sup>th</sup> quarter after they exit from the program.	<b>65%</b>



**PERFORMANCE  
CAREER TEAM, LLC  
NORTH & SOUTH REGIONS  
July 1, 2023 – June 30, 2024**

<b>Adult Performance Measures – South Region</b>		
<b>PERFORMANCE MEASURE</b>	<b>DESCRIPTION</b>	<b>GOAL</b>
<b>New Enrollment</b>	Number of new participants who are enrolled into WIOA Adult formula funding program during contract term.	<b>No Less Than 201 New Enrollments</b>
<b>Carry Forward</b>	Number of participants who are enrolled into WIOA Adult formula funding program from previous contract term.	<b>98 as of 4/12/2023</b>
<b>Target Population</b>	Percentage of participants who have been identified at enrollment to be a veteran, basic skills deficient, low-income, receiving public assistance, offender, disabled, or homeless and underemployed.	<b>90.0%</b>
<b>Placement in Employment (2nd Quarter After Exit)</b>	Percentage of participants who are in unsubsidized employment, during the second quarter after exit from the program.	<b>71%</b>
<b>Placement in Employment (4th Quarter After Exit)</b>	Percentage of participants who are in unsubsidized employment, during the fourth quarter after exit from the program.	<b>70%</b>
<b>Median Earnings</b>	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	<b>\$8,800</b>
<b>Credential Rate</b>	Percentage of participants who obtained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent during participation or up to one year after exit.	<b>72%</b>
<b>In-Program Skills Gain</b>	Percentage of participants who during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are defined as documented academic, technical, occupational or other forms of progress towards such a credential of employment.	<b>70%</b>
<b>Retention with the Same Employer</b>	Percentage of participants who are in unsubsidized employment with the same employer % in both 2 <sup>nd</sup> and 4 <sup>th</sup> quarter after they exit from the program.	<b>65%</b>





**PERFORMANCE  
CAREER TEAM, LLC  
NORTH & SOUTH REGIONS  
July 1, 2023 – June 30, 2024**

<b>Dislocated Worker Performance Measures – South Region</b>		
<b>PERFORMANCE MEASURE</b>	<b>DESCRIPTION</b>	<b>GOAL</b>
<b>Enrollment</b>	Number of new participants who are enrolled into WIOA Dislocated Worker formula funding program during contract term.	<b>No less than 329 New Enrollments</b>
<b>Carry Forward</b>	Number of participants who are enrolled into WIOA Dislocated Worker formula funding program from previous contract term.	<b>52 as of 4/12/2023</b>
<b>Placement in Employment (2nd Quarter After Exit)</b>	Percentage of participants who are in unsubsidized employment, during the second quarter after exit from the program.	<b>80%</b>
<b>Placement in Employment (4th Quarter After Exit)</b>	Percentage of participants who are in unsubsidized employment, during the fourth quarter after exit from the program.	<b>83%</b>
<b>Median Earnings</b>	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	<b>\$11,000</b>
<b>Credential Rate</b>	Percentage of participants who obtained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent during participation or up to one year after exit.	<b>82%</b>
<b>In-Program Skills Gain</b>	Percentage of participants who during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are defined as documented academic, technical, occupational or other forms of progress towards such a credential of employment.	<b>70%</b>
<b>Retention with the Same Employer</b>	Percentage of participants who are in unsubsidized employment with the same employer % in both 2 <sup>nd</sup> and 4 <sup>th</sup> quarter after they exit from the program.	<b>65%</b>



## FEDERAL AWARD IDENTIFICATION INFORMATION

The General Program Requirements were designed to provide the framework where the Contractor will provide Regional Workforce 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 Plan 2021-2024.

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 and Economic Development Division that may be incorporated herein.
- D. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIOA.
- E. Actions, directives, and policy and procedures issued by OC Community Resources/ OC Community Services/ Workforce and Economic Development Division /Orange County Workforce Development Board (OCWDB) or staff relevant to this CONTRACT, specifically Management Information System (MIS) Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.
- F. County of Orange policies, as applicable.

- III. In accordance with the requirements of 2 CFR 200.330 (Subrecipient and Contractor determination) and for the purpose of this Agreement, Career Team, LLC is determined to be a Subrecipient.

## IV. FEDERAL AWARD IDENTIFICATION

FAIN INFORMATION				
<b>A.</b>	Subrecipient Name:	Career TEAM, LLC		
<b>B.</b>	Subrecipient's Unique Identifier (D-U-N-S):	95-663-4661		
	SAM Unique Identifier ID:	GWA7WGMY2MJ5		
<b>C.</b>	Federal Award Identification Number (FAIN):	See Table F		
<b>D.</b>	Federal Award Date:	See Table F		
<b>E.</b>	Subaward Period of Performance:	July 1, 2023 – June 30, 2024		
<b>F.</b>	Total Amount of Federal Funds Obligated by the Action:	\$3,000,000 funding is contingent on federal funding availability		
	<b>CFDA</b>	<b>FAIN</b>	<b>Award Date</b>	<b>Formula Funds</b>
	17.258	AA-38518-22-55-A-6	7/1/2022- 6/30/2024	Adult
	17.258	Pending	Pending	Adult
	17.278	AA-38518-22-55-A-6	7/1/2022- 6/30/2024	Dislocated Worker
	17.278	Pending	Pending	Dislocated Worker
	<b>TOTAL:</b>			<b>\$3,000,000</b>
<b>G.</b>	Total Amount of Federal Funds Obligated to the Subrecipient:	\$3,000,000 funding 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 Workforce Solutions Center(s) (North and South Regions) services for Adults and Dislocated Workers		
<b>J.</b>	Federal Awarding Agency:	Department of Labor Employment and Training Administration		
<b>K.</b>	Name of PTE:	Employment Development Department and County of Orange		
<b>L.</b>	Contact Information for the Awarding Official:	Renee Ramirez, Director of OC Community Services • Office on Aging		
	Phone Number:	(714) 480-6483		
	E-mail Address:	<a href="mailto:Renee.Ramirez@occr.ocgov.com">Renee.Ramirez@occr.ocgov.com</a>		
<b>M.</b>	CFDA Number:	17.258 & 17.278		
	CFDA Name:	WIOA Adult Programs and Dislocated Worker Formula Grant		
<b>N.</b>	Whether Award is R&D:	No		
<b>O.</b>	Indirect Cost Rate for the Federal Award:	10% administrative (indirect) cost(s) limitation		