



FOURTH AMENDMENT  
TO CONTRACT NO. 18-28-0062-OS

BETWEEN THE  
COUNTY OF ORANGE

AND

MANAGED CAREER SOLUTIONS, SPC

FOR

THE PROVISION OF  
WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA)  
TITLE I – CAREER SERVICES

COMPREHENSIVE ONE-STOP & VETERANS EMPLOYMENT RELATED ASSISTANCE  
PROGRAM (VEAP) SERVICES - NORTH & SOUTH REGION

This Amendment to Contract No.18-28-0062-OS (as amended “Contract”), hereinafter referred to as “Fourth 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 Managed Career Solutions, SPC, D-U-N-S Number 61-409-4019, a California For-Profit Corporation, with a place of business at 3333 Wilshire Blvd. Suite 405, Los Angeles, CA 90010 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. 18-28-0062-OS -with Managed Career Solutions, SPC, for the provision of WIOA Comprehensive One-Stop & VEAP Services North Region on December 18, 2018, with an approved allocation of \$4,112,500 and services commencing January 1, 2019 through June 30, 2020; and

**WHEREAS**, the County executed Amendment One to revise contract title from “WIOA Comprehensive One-Stop & VEAP Services-North Region” to now read “WIOA Title I Career Services and VEAP Services North Region” and replace Attachment A – Scope of Services with Attachment A-1 to remove One Stop Operator responsibilities and replace Attachment C – Budget Schedule with Attachment C-1; and

**WHEREAS**, the County executed Amendment Two to extend the VEAP Program term through March 31, 2020 and replace Attachment C-1 – Budget Schedule with Attachment C-2; and update Paragraph 33. Notices to change address for OC Community Resources Contract Development and Management Contract Administrator to 601 N. Ross, 6<sup>th</sup> Floor, Santa Ana CA 92701-4091.

**WHEREAS**, the County executed Amendment Three to renew the North One-Stop Center responsibilities for an additional one year period beginning July 1, 2020 through June 30, 2021 with an annual maximum obligation of \$2,500,000 and add the South One-Stop Center responsibilities for a one year period beginning July 1, 2020 through June 30, 2021 with an annual maximum obligation of \$2,500,000 for a cumulative total of \$5,000,000 and amended Paragraph 20. Disputes-Contracts; and replace Attachment A-1 Scope of Services with Attachment A-2, replace Attachment B Payment Compensation with Attachment B-1, replace Attachment C-2 Budget Schedule with Attachment C-3, replace Attachment D Staffing Plan with Attachment D-1, replace Attachment E Performance Standards with Attachment E-1 and add Attachment F – Federal Award Identification Information; and

**WHEREAS**, the County now desires to amend the Contract to renew the North One-Stop Center responsibilities for an additional one year period beginning July 1, 2021 through June 30, 2022 with an annual maximum obligation of \$1,850,000 and the South One-Stop Center responsibilities for a one year period beginning July 1, 2021 through June 30, 2022 with an annual maximum obligation of \$1,650,000 for a cumulative total of \$3,500,000 and replace Attachment A-2 Scope of Services with Attachment A-3, replace Attachment B-1 Payment Compensation with Attachment B-2, replace Attachment C-3 Budget Schedule with Attachment C-4, replace Attachment D-1 Staffing Plan with Attachment D-2, replace Attachment E-1 Performance Standards with Attachment E-2 and replace Attachment F-1 – Federal Award Identification Information with Attachment F-2; and

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

1. Renew Contract for one year beginning July 1, 2021 through June 30, 2022 with a cumulative annual maximum obligation of \$3,500,000.
2. Attachment A-2 Scope of Services is hereby replaced with Attachment A-3.
3. Attachment B-1 Payment Compensation is hereby replaced with Attachment B-2.
4. Attachment C-3 Budget Schedule is hereby replaced with Attachment C-4.
5. Attachment D-1 Staffing Plan is hereby replaced with Attachment D-2.
6. Attachment E-1 Performance Standards is hereby replaced with Attachment E-2.
7. Attachment F Federal Award Identification Information is hereby replaced with Attachment F-1.
8. Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.



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

**\*MANAGED CAREER SOLUTIONS, SPC**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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

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

Dylan Wright, Director  
OC Community Resources

**APPROVED AS TO FORM  
DEPUTY COUNTY COUNSEL**

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

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

DEPUTY COUNTY COUNSEL



**SCOPE OF SERVICES**  
**COMPREHENSIVE ONE-STOP SERVICES**  
**NORTH & 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 Adult and Dislocated Worker Services for the Orange County One-Stop System, as identified within this Attachment A-~~32~~.

**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 employments, education, and training programs. It ensures that the workforce system operates as a comprehensive, integrated, and streamlined system to provide pathways to prosperity for those it serves and continuously improves the quality and performance of its services.
2. In partnership with the Orange County Board of Supervisors and the Orange County Workforce Development Board (OCWDB), the County of Orange Community Investment 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 One-Stop Career 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 One-Stop 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 clients receiving services through the Orange County One-Stop Centers.
4. **Subrecipient shall serve as the Career Services Provider of the North & South One-Stop Center for the Orange County Development Area as outlined within this Attachment A-~~32~~.** 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 One-Stop Center (North & South) and identified affiliate locations. The services shall be provided to eligible adults, dislocated workers, and other designated special populations. Services that must be made available to One-Stop clients are outlined in Section III. Supportive services and training opportunities shall be funded and made available to WIOA eligible participants.

6. Subrecipient shall conform to all WIOA regulations, directives and policy guidance issued by the DOL, EDD, State, OCWDB, and the County of Orange Community Investment Division Director of Workforce Development during the term of this Agreement.

**B. Service Delivery Area**

1. Services in the Northern & Southern Region shall be offered through the following:
  - a. One-Stop Center in Garden Grove at 7077 Orangewood Ave. Suite 200, Garden Grove, CA 92841
  - b. Los Alamitos Joint Forces Training Base at 11200 Lexington Dr. Bldg. 244, Los Alamitos, CA 90720
  - c. Theo Lacy Facility at 501 The City Drive South, Orange, CA 92868
  - d. Tustin Emergency Shelter at 2345 Barranca Pkwy, Tustin, CA 92782
  - e. Orange County Mobile Unit (upon request and availability)
  - f. Virtual Services
  - e.g. Other locations as determined by the OCWDB
2. Subrecipient currently holds the Garden Grove and Los Alamitos location leases. The Subrecipient agrees to make every reasonable attempt to transfer the leases to the County or the One-Stop Operator for the locations as soon as practicable. Until such a transfer is completed, Subrecipient shall maintain the leases for the Garden Grove and Los Alamitos locations at all times during the term of this Contract.
3. ~~One-Stop center and/or other service locations.~~ Subrecipient acknowledges and agrees that the County, in its sole and absolute discretion, shall have the right to add, change, or remove One-Stop Center and other service locations. Subrecipient shall be obligated to provide any and all services described in the Contract and this Attachment A-~~32~~ (Scope of Services), or any portion thereof, including, but not limited to, staff and services at all future locations approved by the County, under the same rates, reimbursement cost structure, and terms stated in the Contract and this ~~Third~~ Fourth Amendment. 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 ~~the~~ providing the services described in the Contract and this Attachment A-~~32~~ in person ~~and~~ 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 Community Investment Division, all as directed by the County.

**II. SERVICE STANDARDS**

**A. Hours of Operation and Schedules**

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

<b>Hours of Operation (Garden Grove/<u>Virtual</u>)</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 (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

#### 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.

3. **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.

## B. General Staffing Requirements

1. There shall be the requisite number of staff hired by the Subrecipient to operate program services as outlined in this Attachment A-32 and as provided for in the budget attached to this Agreement.

2. Subrecipient shall ensure that all program staff has received training in customer service, communication skills, and proficient computer skills (Windows, Microsoft Office, and CalJOBS). 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 clients 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 client 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 clients. Subrecipient shall fill vacancies with individuals that demonstrate the appropriate experience and levels of education required for the position.
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 Community Investment Division Director of Workforce Development. Use of work-based training participants as staff shall comply with applicable State and County worker displacement prohibition policies.
- 6.7. Subrecipient acknowledges and agrees that the County, in its sole and absolute discretion, shall have the right to add, change, or remove One-Stop Center and other service locations. Subrecipient shall be obligated to provide any and all services described in the Contract and this Attachment A-3 (Scope of Services), or any portion thereof, including, but not limited to, staff and services at all future locations approved by the County, under the same rates, reimbursement cost structure, and terms stated in the Contract and this Fourth Amendment. 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.

### C. 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 One-Stop 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 ~~f~~Federal, ~~s~~State, and local policies. ~~The Program Manager will E~~The Program Managernsures that all supervisory staff have access to budgets and expenditure plans to better manage programs that they are responsible for. Program Manager shall hold Case Manager ~~s~~Staff accountable for Contract performance, compliance, ensure CalJOBS data entry, and program performance and operating within funding guidelines. The Program Manager shall establish and maintain a positive working relationship with the funding source and all workforce partners both in-house and within the community. ~~The Program Manager F~~The Program Managerfacilitates 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 North & South One-Stop Title I Adult & Dislocated Worker Career Services Case Management ~~s~~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 ~~f~~Federal, ~~s~~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, ensure CalJOBS data entry, implement employer driven workforce training and customer-centered programs to ~~the~~ Orange County One-Stop system clients.
3. **Case Manager-** Subrecipient shall staff no less than sixteen (16.00 FTE) Case Managers who shall provide direct services to job seekers. Case Managers shall be client-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, ensure CalJOBS data entry, participant supportive and follow-up services in accordance with the Workforce Innovation ~~and~~ Opportunity Act. 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 ~~T~~itle I ~~C~~areer ~~S~~ervices.

**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), ~~O~~en-~~T~~he-~~J~~ob ~~T~~rainings (OJT) and Work Experience Programs (WEX), in coordination with the IEP, Case Manager, and Employment Specialist. 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 clients seeking additional services and must obtain documentation of client outcomes and input data in the CalJOBS System. Training Coordinator shall be proficient in providing WIOA ~~T~~itle I ~~C~~areer ~~S~~ervices.

4. **Employment Specialist -** Subrecipient shall staff no less than four (4.00 FTE) Employment Specialist ~~who~~ shall link business clients entering the One-Stop Center or referred by the County Business Solutions Team to qualified job seekers in the Orange County One-Stop system. Employment Specialist shall coordinate employer referrals, onsite hiring events, reverse job fairs, ~~and~~ develop subsidized and competitive employment opportunities with prospective employers ~~with the approval of the Community Investment Division Director of Workforce Development and in conjunction with the Business Solutions Team. In conjunction with the Business Solutions team, the-~~ Employment Specialist shall assist business clients with developing job postings, entering employment opportunities in the CalJOBS system, coordinating interviews, assist in the development of On-~~t~~he-~~J~~ob ~~T~~rainings contracts, ~~and~~ provide ACT WorkKeys Job Profiling services to employers. Employment Specialist shall be responsible for identifying, developing, and maintaining high level employer relationships for subsidized employment placements and competitive employment opportunities. Employment Specialist shall assist participants with self-directed placement activities to secure competitive employment, securing subsidized employment opportunities to include completing employment applications, scheduling interviews, and assisting participant with interview follow up communication.

#### **D. Workforce Professional Staffing Requirements**

1. Subrecipient staff shall be client-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 clients 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.
3. Subrecipient shall ensure that staff understand the contractual requirements and programmatic objectives of this Agreement.
4. Staff shall have knowledge of WIOA Final Rule, Department of Labor TEGLs, 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 One-Stop partner meetings, One-Stop provider training(s), and all other trainings deemed necessary for quality delivery of services by the Orange County Community Investment Division Director of Workforce Development.
5. 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.
6. 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 clients 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. ~~using ACT WorkKeys, for eligible clients to ensure appropriate evaluation;~~
  - c. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
  - d. Develop a customized professional resume for every enrolled client;
  - e. Provide career planning to all clients (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 clients (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 clients 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 ~~County of Orange's Approved Training Partner Directory (ATPD)~~ 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 client reaches 75% of training completion;
- o.** Disseminate specific information for upcoming events, job fairs, etc. that would benefit the client;
- p.** Provide job development and assist clients 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
- r.** Utilize the CalJOBS system for documenting all job seeker activities.

**E. CalJOBS**

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

Subrecipient shall be responsible for the following hardware and software specifications for client and staff computer workstations utilizing CalJOBS:

<b>System</b>	<b>Hardware Required</b>	<b>Software Required</b>	<b>Connectivity</b>
<b>Client 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 ~~F~~ederal, ~~S~~tate and local requirements related to CalJOBS;
- b. Must input all participant data in-to the CalJOBS system within 5-business days of service delivery, reported client 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; and
- h. Ensure access to CalJOBS is limited to only active staff members.

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

#### **F. Website**

In concurrence with Orange County, current website shall be maintained by the ~~One-Stop Operator~~Orange County Community Investment Division to allow clients to access information about services and programs that are available through the One-Stop Center(s). Subrecipient shall **provide monthly content to include job fairs notices, monthly One-Stop center training calendar, special events, public notices, and all other relative information to the** Orange County ~~One-Stop Operator~~Community Investment Division no less than 15 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 ~~One-Stop Operator~~Community Investment Division as needed.

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

#### **G. 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/or the County of Orange, 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 five (5) 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 ~~m~~ust 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 Department~~Community Investment Division.
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 One-Stop Center(s) shall be provided in English, Spanish, Farsi, Korean and Vietnamese. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop Center(s) feel welcomed and have a positive experience.
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. ~~shall be indicated.~~ 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, ~~web-sites~~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. 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, Farsi, Korean and Vietnamese. Updated client acknowledgement forms (EO, Zero Tolerance & Code of Conduct, and Programmatic Grievance) must be made available in English, Spanish, Farsi, Korean and Vietnamese. 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, which will be provided by the County of Orange.
8. Subrecipient shall ensure availability to assistive technology for individuals with physical limitations. Subrecipient shall provide and ensure that individuals with disabilities have access to easy-to-follow directions to use assistive technology readily available and visible. Resources in the One-Stop Center shall be in compliance with the Americans with Disability Act (ADA).

#### **H. 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, client's WIOA eligibility determination and documentation, IEP's, reports (issued by CalJOBS, State, and/or local agencies), gaps in service delivery, provision and documentation of substantial services, timely client 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 One-Stop 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 periodic file review and immediate correction of issues noted.
3. Subrecipient shall conduct a baseline analysis of client 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 client 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, 2021.**
4. Subrecipient shall take corrective action measures as a result of findings identified through ~~F~~Federal, ~~S~~State and County monitoring within 15 days of notification. Repeat and systemic findings identified in any ~~F~~Federal, ~~S~~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.
5. Subrecipient shall participate in industry-wide forums to learn about best practices, improvements in service delivery, recommend corrective actions, implement process improvements. These activities shall be included in the Monthly Program Performance Reports.

## **I. Documentation and File Maintenance**

1. **Case Files** shall be maintained for every enrolled client. 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. Client signature evidence of Equal Opportunity (EO), Zero Tolerance & Code of Conduct, and ~~p~~Programmatic ~~G~~rievance 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 for clients being enrolled into Individualized Career Services;
- h. Approved Individual Training Account (ITA) voucher (if applicable);
- i. Progress reports, time, and attendance;
- j. Signed Employer or Worksite Agreement, timesheets, certificate, 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:** Personally Identifiable Information (PII) and information designated as sensitive (both hardcopy and electronic) relating to services received by WIOA clients, 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 client. Emails containing PII must be encrypted and transmitted through secure email protocols.

3. **Security:** Subrecipient shall maintain all client files in locked cabinets accessible only to authorized personnel. 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, 2021.**

## J. Customer Service and Client 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 Community Investment Division Director of Workforce Development. The Orange County Community Investment 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 client satisfaction and expectations is a primary goal. Therefore, all workforce development activities must be client centered. Subrecipient shall also communicate to their staff that the ~~and~~ County of Orange ~~Orange County~~ will be conducting surveys with clients 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 client satisfaction and which meet client 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 One-Stop 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 One-Stop customers' needs.
5. Subrecipient shall work with the One-Stop center mandatory / non-mandatory partner(s) staff to ensure that client specific services are provided. Subrecipient shall ensure participants are co-enrolled into One-Stop center mandatory / non-mandatory partner(s) programs when doing so will benefit participants outcomes. Subrecipient shall meet with the One-Stop center mandatory / non-mandatory partner(s) staff and the One-Stop Center Operator for suggestions on how to improve client services as defined in the MOU.
6. Subrecipient shall work with County designated One-Stop Operator to ensure that client is receiving benefits from a coordinated network of workforce development partners. Subrecipient shall meet with One-Stop Operator monthly for suggestions on how to improve client services as defined in the MOU. This may include staff being trained on partner's eligibility requirements, co-case management, cross braiding of resources, etc.
7. Subrecipient shall provide at least one (1) testimonial each month from job seeker client and/or business clients to the County of Orange. Subrecipient must obtain client's ss authorization to release prior to sharing information. Examples of testimonials may be a client success story or a letter from a client. Testimonials may be released to the public. Subrecipient shall maintain an appropriate "release" from the client. **Monthly testimonials, as well as the signed authorization to release form, shall be included in the Monthly Program Performance Report.**

**K. Organizational Chart:**

1. 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, 2021<sup>10</sup>. In addition, Subrecipient shall provide updates to organizational charts to the One-Stop Operator and the County of Orange Director of Workforce Development with the monthly program performance reports and whenever staff changes occur.**
2. The staffing design and overall number of positions and associated assignments are subject to pre-approval by the County of Orange.
3. Should any organizational or staffing arrangements change during the program year, Subrecipient shall submit a revised organizational chart immediately to the One-Stop Operator and the County of Orange.

- L. 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 One-Stop Operator. **Subrecipients shall inform the One-Stop Operator and County Administration immediately on any changes to the telephone directory.**
- M. Leveraged Resources:** Leveraged resources shall be 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. Subrecipient shall provide Leverage resources in the amount identified in Attachment C (Budget). The cost savings must correlate to an expense that would otherwise be included in the program budget, for which this expense has no other alternative source free of cost. Subrecipient shall submit monthly leverage resources reports by the tenth (10<sup>th</sup>) day of the month.

### **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 clients, increase occupational skill attainment by clients, 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, Subrecipient shall strategize how to best deliver services to those eligible within that population group. Subrecipient shall provide services in English, Spanish, Farsi, Korean and Vietnamese. 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.;
5. Target population served by special projects may include, but are not limited to National Emergency Grants, Dislocated Worker Grants, veterans, re-entry population, and other industry cluster occupation programs;
6. Former WIOA clients in need of continued services including community referrals, employment opportunities and follow-up; and
7. Local businesses and employers.

#### **B. Client Recruitment**

1. 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 clients, in numbers necessary to meet planned performance enrollment and expenditure levels and outlined in Attachments C-~~43~~ and E-~~24~~, respectively.

2. 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.
3. Subrecipient may recruit clients via any of the following methods, including, but not limited to:
  - a. Clients coming into the One-Stops;
  - 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. Presentations to promote WIOA awareness to various groups in the community; and
  - h. 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, 2020~~1~~. Plan should show how deliverables will be met.**

### **C. Job Seeker Services**

1. **CalJOBS Registration** shall be completed for all clients of the One-Stop System. Subrecipient shall be responsible for collecting and reporting all registration information into CalJOBS within five (5) working days of client visit. Data collected at time of registration shall include all required elements (such as client'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 clients.
3. **Basic Career Services** must be accessible to all individuals through the local One-Stop System, having no requirements for registration, eligibility, qualifications or prioritization of services:
  - a. Basic Career Services shall be in alignment with customer centered design;

- b. Basic determination of whether the individual is eligible to receive WIOA services as well as referral for services offered by other One-Stop Center partner agencies;
  - c. Outreach, intake and orientation to the other services available through the One-Stop System;
  - d. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency) aptitudes, abilities (including skills gaps), and supportive service needs;
  - e. Labor Exchange Services, including job search and placement assistance and, in appropriate cases, career counseling, including provision of information on in-demand industry sectors and occupations as well as non-traditional employment;
  - f. Appropriate recruitment and other business services on behalf of employers such as providing information and referral to specialized business services not traditionally offered through the One-Stop delivery system;
  - g. Provision of workforce and labor market employment statistics information, including the provision of information relating to local, regional and national labor market areas, including job vacancy listings, information on job skills necessary to obtain specific jobs, and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for such occupations;
  - h. Provision of performance information and program cost information on eligible providers of training services, adult education, career and technical education activities, and vocational rehabilitation services;
  - i. Provision of information related to how the local area is performing on the local performance accountability measures any additional performance information with respect to the ~~one-stop~~One-Stop delivery system;
  - j. Provision of information relating to the availability of supportive services or assistance, including child care, child support, medical or child health benefits under the supplemental nutrition assistance program, assistance through the earned income tax credit, and assistance under temporary assistance for needy families and other supportive services and transportation provided through funds made available under such part; and
  - k. Referrals to the services or assistance relating to filing claims for unemployment compensation, assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under the WIOA.
4. **Resource Room** the One-Stop Operator is responsible for providing oversight of the One-Stop Resources Room. The Resource Room shall house computers with internet access and email capability, Microsoft Office Suite, resume writing and cover letter templates, and other resources for patrons to engage in self-learning activities. Shared printers shall accompany the computers. At minimum, one dedicated telephone line shall be available for filing unemployment compensation claims through the Employment Development Department. The Center's resource room shall be equipped with fax machines and copier(s) completely accessible to the public with written instructions for use. This equipment shall only be used for appropriate job search activities.
- a. **Resource Room Staffing** shall be the responsibility of the One-Stop Operator; however, this responsibility may be shared by staff from Subrecipient and co-located partner agencies in the event of an emergency. All ~~s~~Staff in the ~~c~~Center's ~~R~~resource ~~R~~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 One-Stop services, labor market information, training, job information, and/or refer clients to other agencies. Staff shall also be able to assist clients in using ~~photo-copying~~photocopying and fax machines, as well as computers and accessing the internet.
  - b. **Assistive Technology** the One-Stop Operator must ensure that assistive technology shall be available for those clients 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, One-Stop 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.

5. **Basic Career/Universal Services Monthly Report** the One-Stop Operator shall be responsible for the collection and reporting of Basic Career / Universal Services Monthly Report. The report shall include cumulative data on basic career/universal services provided at the One-Stop Center. Collected data shall include number of total visitors coming into the centers, total unique visitors and a breakdown of the number of clients attending workshops, listed by workshop title. Basic Career/Universal Services being conducted outside of the centers (i.e. job fairs, off site community events) may also be reported, but the count should not be duplicated in the total visitors coming into the One-Stop Center. The Monthly Report shall be based upon data collection/tracking through the VOS Greeter and its available reporting components. The One-Stop Operator shall submit the Basic Career/Universal Services Monthly Report to the County of Orange Director of Workforce Development or designee by the tenth (10<sup>th</sup>) day of the month following the month being reported on. The County of Orange will provide a template to be used.
6. **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 supports needed. Subrecipient must ensure co-enrollment in DOR programs and all other appropriate programs that support self-sufficiency for individuals with disabilities are offered to participants when suitable.
7. **Eligibility** for WIOA Title I Career Sservices shall be conducted in a manner that will satisfy local, sState and Ffederal requirements. Subrecipient shall examine originals and or acceptable copies of documents, as appropriate, to establish the eligibility of clients and shall make copies of documents necessary to substantiate the eligibility of clients seeking WIOA services. Documents shall be placed in the client's hard copy file and uploaded into the CalJOBS system.
8. **Individualized 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 clients who are under-employed and/or incumbent workers. Individualized career services shall include but are not limited to:
  - a. **Objective and Comprehensive Assessments** shall be done using the following assessment tools when completing an 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) for performance. Subrecipient may use previous basic skills assessment results if such previous assessments have been conducted within the past six months. ACT WorkKeys pre and post exams in conjunction with ACT recommended trainings. The ACT Workkeys shall be used to determine the participants education functioning skill levels and service needs. All WIOA adult or dislocated workers enrolled shall be assessed using the ACT Workkeys one of the approved assessment tools-exams along with an in-depth interview to identify employment barriers and appropriate employment goals.

Objective assessments shall be staff assisted and shall be provided to all clients in individualized career services. Objective assessment of WIOA clients 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 basic math, graphic literacy, 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 ACT WorkKeys the approved assessment tools ~~as the assessment method~~ for career services planning. ~~The pre and post~~

- b. Development of an Individual Employment Plan (IEP)** to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the client to achieve their employment goals. The IEP shall identify the specific services needed to assist clients 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 clients, Subrecipient shall consider those services available through other service providers in the community and shall refer clients to such services as needed. Activities to which clients are referred shall reflect a consideration of the client'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 client is activity enrolled in. Whereas each partner, can contribute, coordinate, and monitor all planned activities to contributing to the client's employment goals.

Subrecipient shall periodically, or at a minimum of once a month, reaffirm with the client 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 Policy 2117-OCWDB-063, WIOA Section 134(b) and 134(c), and 20 CFR Part 680.170.

- c. Career Planning** shall be provided to all enrolled clients. 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 75 participants to one (1) Case Manager. Subrecipient shall offer a client-centered approach in the delivery of services that assist the client in identifying and overcoming any barriers to obtaining and retaining employment, act as an advocate on behalf of the client and refer the client to other programs and resources. Career Planning shall also be provided to those clients who are enrolled in training. Subrecipient shall have contact with clients through the range of activities provided up to and following placement in unsubsidized employment.

Subrecipient shall contact their clients 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 client's file and in CalJOBS. A substantial service does not include:

- A standard mailing;
- A basic question answered with little expenditure of staff time;
- Access to or use of electronic self-services;

- A determination of eligibility to participate in the program;
- A self-described job search that does not result in a referral to a job; and/or
- Contact with client 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: TEGE 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 client performance and to address any issues that may arise.

Any changes of assignment to a Case Manager shall be transmitted to the client in writing with a copy of the letter to be maintained in the client'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 the all participants are properly ~~notified~~ notified;

- d. **Individual Career Counseling and Group Career Counseling** provide a client, in a one-on-one or group setting, counseling and vocational guidance to assist the client in achieving employment goals, and to make decisions regarding employment and/or training opportunities.
- e. **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;
- f. **Workforce Preparation Activities** that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills;
- g. **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;
- h. **Out-of-Aarea Job Search Assistance** helps an individual seeks, locate, apply for, and obtain a job out of their local labor market area;
- i. **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;
- j. **Resumes** shall be developed for all clients enrolled in Individualized Career Services. Resumes shall be reviewed and updated so that they remain current. Revised resumes shall be inserted into the client's file and on an internal tracking data warehouse such as an internal drive or shared drive. Resume modifications or adjustments conducted in collaboration with staff shall be outlined in the case notes to reflect services provided;
- k. **Supportive Services** shall be provided by the Subrecipient in accordance with the County of Orange Policy 17-OCDB-04, WIOA Section 134(d)(2) and 20 CFR Part 680.900-970. Appropriate referrals to other services and programs shall also be provided;
- l. **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;

- m. Job Placement:** One-on-one placement assistance is a critical function of Individualized Career Services. Subrecipient shall work closely with their clients 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 prospective employers in order to develop job leads and negotiate job opportunities for their clients. Maintaining positive relationships with businesses/employers will lead to more effective outcomes; and
  - n. Follow-up Services** for clients who are placed in unsubsidized employment shall be provided by the Subrecipient no less than every 30 days to address on-the-job issues and/or job loss. Follow-up services shall be made available for a minimum of twelve (12) months following placement in unsubsidized employment. Each contact shall be documented in the client's file. Retention and follow up services are pivotal to their success and the attainment of performance.
- 9. Duration of Client Services:** To ensure expedient and efficient service to clients, all enrolled clients shall be served and exited from the system within ten (10) months. Clients enrolled in training are exempt from this policy.
- 10. Co-enrollment:** If Subrecipient deems it is in the best interest of the client to be co-enrolled into multiple programs to access services not available through the primary program, the client shall be co-enrolled. The Subrecipient shall ensure services are not duplicated between workforce programs.
- 11. Eligibility** for WIOA services shall be conducted in a manner that will satisfy local, State and Federal requirements. Subrecipient shall examine originals and or copies of documents, as appropriate, to establish the eligibility of clients and shall make copies of documents necessary to substantiate the eligibility of clients seeking WIOA services, which documents shall be placed in the client's hard copy file and electronic files on CalJOBS.
- 12. 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 client 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 Policy 17-OCDB-08, may also be eligible to receive training services. 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 client may be referred to training or education without first having been assessed by the Subrecipient or One-Stop Partner.
- 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 voucher 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 who needs occupational skills training to become gainfully employed or reemployed. The participant~~ 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 Community Investment Division a ~~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. Training Partner Directory (ATPD) that leads to an industry credential or degree in an in-demand occupation. 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 eEducation and Literacy** – training that assists adults with developing the basic skills they need for employment such as English language proficiency (reading and writing), math, and basic problem-solving skills. Training shall also be provided to assist adults with obtaining a **H**igh **S**chool **D**iploma or a **G**eneral **E**ducation **D**iploma (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. **Skill U**ppgrading and **R**e-training - training that supports individuals in the workplace to learn new skills and adapt to workplace change.
- i. **Customized T**raining - 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.
- j. **Financial L**iteracy – 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.
- k. **Work-Based Training** - provides more opportunities for workers to earn income while gaining critical job skills. Subrecipient shall ensure WIOA clients 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 **L**ocal 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. **Pre-Apprenticeship Training** and curriculum is based on industry standards, approved by documented registered apprenticeship partners(s), and prepares the client 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.
  - iv. **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.
  - v. **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
- l.** Subrecipient shall refer each client to the most appropriate activity as determined from the IEP. Not every client will need or desire training. Training activities shall be provided to those clients 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;
- m.** 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 client'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 client, Subrecipient and client shall look at the training programs that are available that relate to the client's interests, skill sets and objective assessment outcomes;

- n. When possible, Subrecipient shall utilize intermediaries as a leveraged resource. The role of the intermediary is to be the single point of contact for the employers they represent. An intermediary can reduce the amount of WIOA paid business service staff time by coming with appropriate training projects that can be implemented which relieves business service staff to respond to other business needs.
- o. Subrecipient shall provide individualized Job Placement assistance no later than when the client reaches 75% of training completion to ensure that the training leads to unsubsidized employment in a related field;
- ~~p.~~ 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.
- ~~p.q.~~ p.q. Connect businesses and workers to short term OJT, Customized Training programs, and apprenticeships before or after layoff to help facilitate rapid re-employment;
- ~~q.r.~~ q.r. Short term OJT, Customized Training programs and/or apprenticeships shall account for no less than 40% of the training provided throughout the System;
- ~~r.s.~~ r.s. 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.t.~~ s.t. 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.u.~~ t.u. 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 designated leverage resources used for training services. Subrecipient shall report designated leverage resources used for training services to the County Director of Workforce Development with monthly report. **Subrecipient cannot use 10% leverage resources to fulfill the 30% County award training requirement.**
- ~~u.v.~~ u.v. 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 quarterly basis.

~~v.w.~~ 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.

**13. Client 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 clients through the One-Stop system.

WIOA clarifies that individuals receiving services in the One-Stop 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.

**Subrecipient shall provide a WIOA client flow chart to the County of Orange Director of Workforce Development by July 31, 2021.**

**14. Internal Policies and Procedures** for all One-Stop 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, 2021.**

#### **D. Business Services Activities**

Subrecipient will provide the following activities and deliverables consistent with WIOA Section 20 678.435 that includes, but is not limited to:

1. **Business Services Activities** – Subrecipient in partnership with the County of Orange Community Investment Division Business Solutions team shall provide quality services to meet the business needs in the Orange County North & South Regions. These services shall be provided with the highest level of individualized client service support. The job openings should reflect the needs of the enrolled WIOA customers and take into consideration the need of those exiting training. The following activities are required:
  - a. **CalJOBS Assistance**- ~~Subrecipient~~Subrecipient in partnership with the County of Orange Community Investment Division Business Solutions team, shall **refer all business requiring provide** assistance to ~~all Business to~~ register for the California Job Open Browse System (CalJOBS) **to the Business Solutions team**. CalJOBS is free available to all Businesses<sup>2</sup> looking to find quality talent. Subrecipient shall provide technical assistance to businesses<sup>2</sup> registering, posting job openings, recruiting talent, and find available business resources on CalJOBS. All interest from ~~b-Businesses~~ for CalJOBS assistance shall be directed to **the** County of Orange Community Investment Division Business Solutions team.
  - b. **Apprenticeship**- Subrecipient, in partnership with the County of Orange Community Investment Division Business Solutions team, shall provide **bBusinesses** customized assistance on information and the creation of apprenticeship programs. All interest from

bBusinesses for apprenticeship opportunities shall be directed to the County of Orange Community Investment Division Business Solutions team.

- c. **Career Pathway Programs**- Subrecipients<sub>2</sub> in partnership with the County of Orange Community Investment Division Business Solutions team<sub>2</sub> shall inquire about a Businessbusiness's interest and/or ability to assist with Career Pathway programs, including job shadowing, work experience sites, mentoring, speaking engagements, and employer focus groups. All interest from bBusinesses for Career Pathway Programs shall be directed to the County of Orange Community Investment Division Business Solutions team.
  - d. **On-the-Job-Training (OJT)**- Subrecipients<sub>2</sub> in partnership with the County of Orange Community Investment Division ~~Business Solutions team<sub>2</sub>~~ shall work with the BBusinesssss Solutions team to place County determined targeted populations into self-sustaining employment by using OJT as a means of placement. OJT's provide immense benefit for employers and job seekers alike. All interest from bBusinesses for On-The-Job opportunities shall be directed to County of Orange Community Investment Division Business Solutions team.
  - e. **Employer Information**- Subrecipients<sub>2</sub> in partnership with the County of Orange Community Investment Division Business Solutions team<sub>2</sub> shall provide bBusinesses with recent eEmployer regulations, and Iinformation shall include<sub>2</sub> but not be limited to<sub>2</sub> American with Disabilities Act (ADA), tax credit programs, tax incentives, payroll tax incentives, Alien Labor Certification, disability insurance, employment law, labor market information, and work opportunity tax credit (WOTC). All interest from bBusinesses for Eemployer information on special programs, employer regulations, etc., shall be directed to the County of Orange Community Investment Division Business Solutions team.
  - f. **Referral to Community Resources**- Subrecipient<sub>2</sub>s in partnership with the County of Orange Community Investment Division Business Solutions team<sub>2</sub> shall proactively provide linkage and referrals<sub>2</sub> to community resources that support the employer's workforce needs. All interest from bBusinesses for On The Job Trainingreferrals to community resources shall be directed to County of Orange Community Investment Division Business Solutions team
2. **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 Community Investment Division Business Solutions team to participate in Workforce Development Projects for Businesses. Projects shall include<sub>2</sub> but not ~~limited~~be limited to<sub>2</sub> 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 Community Investment Division Business Solutions team, County identified partners, and One-Stop Operator to maximize effectiveness in serving Orange County businesses.
  3. **File Maintenance and Documentation** – Subrecipient shall maintain files to record all services provided to business clients. Initial contact and succeeding follow-up services shall be documented appropriately in the CalJOBS CRM module and adhere to Ffederal, State and -llocal policies. All required documentation shall be added to the clients file immediately and uploaded into the CalJOBS system within 5 working days of clients visit.

#### 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, client 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 ~~F~~ederal, ~~S~~tate and ~~L~~ocal 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 MIS procedures for data entry, ~~timeliness~~timelines, and reporting requirements. Refer to the latest County of Orange policies, State Information Notices and Directives, and subsequent updates for complete information and guidance.
  - 1.** Subrecipient shall ~~timely~~ input of data timely in the data reporting system(~~s~~), or, if applicable, submit MIS paperwork for all client activities and necessary updates in client information and activities for input into the data reporting system as defined in the County of Orange Policy 17-OCDB-02. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Agreement;
  - 2.** 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;
  - 3.** Subrecipient shall review and approve all paperwork prior to submission to the County of Orange;
  - 4.** 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;
  - 5.** Subrecipient shall comply with the Common Measures as defined in TEGL 17-05, WIOA Section 116 and 20 CFR Part 677.150-210;
  - 6.** Subrecipient shall comply with data verification requirements listed in the latest County of Orange policy and any subsequent updates;

7. 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.

**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 prior to the start of a training and that a participant has exceeded the dropout period in accordance with the terms and conditions of the training provider. Independent reviews, validation, and payment of all invoices, and documentation of performance outcomes shall be conducted by the Subrecipient.

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.

~~shall be submitted to the County of Orange along with the corresponding MIS enrollment through the duration of the Contract. ITA processing will be the direct responsibility of the Subrecipient from July 1, 2021 through June 30, 2021.~~

**C.D. Follow-up** shall include more than a request for supplemental information. Follow-up shall include services that will increase career satisfaction and economic self-sufficiency. Subrecipient shall conduct follow-up for Quarters 1, 2, 3 and 4 following the client's exit.

**E. Supplemental Income:** If employment status of the client 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.

**D.F. Regional/State Plans and County of Orange Initiatives:** Deliverables and/or goals pertaining to One-Stop operations and service delivery shall be met.

**E.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 revocation of this Agreement.

**F.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, 2020~~1~~.
3. Invoice templates and any necessary updates thereof shall be provided by the OCCR Accounting Department.

**All program invoices, including two original sets with wet signatures, are due in good order to the Orange County Community Resources (OCCR) Accounting Office by the ~~tenth~~fifteenth 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/CT log in County of Orange-provided spreadsheet must accompany invoices.

Invoices with errors will be returned to Subrecipient for re-submission. Calendar processing stat 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, 2021~~0~~ and ongoing.**

**G.I. Budgets and Budget Modifications**

1. Budgets contained in Attachment C-~~43~~ 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 Information Notice No. 11-OCWDA-03. 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, One-Stop 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 sState 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 clients 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 clients.

## **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 Agreements with One-Stop Center Partners	Upon Execution
Secondary locations to provide services, including hours of operation	July 31, 202 <del>1</del> <sup>0</sup> and ongoing
Schedule of Partner Staff Training	August 31, 202 <del>1</del> <sup>0</sup>
<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	10th day after the end of each month
Organizational Chart	July 31, 202 <del>1</del> <sup>0</sup>
Telephone Directory	10th day after the end of each month
Internal Monitoring Procedures and Schedule	August 31, 202 <del>1</del> <sup>0</sup>
Information Technology (IT) usage policy	July 31, 202 <del>1</del> <sup>0</sup>
Analysis of client flow, program delivery, career planning strategies and tools, business process and service improvement	June 30, 202 <del>2</del> <sup>0</sup>
ADA Compliance Checklist for the primary location where WIOA services are being provided	As needed
Nondiscrimination and EO Self-Assessment	As needed

Comprehensive AJCC Certification Matrix – Hallmarks of Excellence	As needed
EO and Complaint Logs	July 10, 202 <del>1</del> <sup>0</sup> , annually
Staff Training / Capacity Building Plan	August 31, 202 <del>1</del> <sup>0</sup>

<b>III. SERVICE DELIVERY</b>	<b>Due Date</b>
Universal Services Monthly Reports	10th day after the end of each month
WIOA Client Flow Chart	July 31, 202 <del>1</del> <sup>0</sup>
List of workshops	July 31, 202 <del>1</del> <sup>0</sup> and ongoing
Internal Policies and Procedures	August 31, 202 <del>1</del> <sup>0</sup>
Business Services – General Activities	10th day after the end of each month
Forms and Marketing Materials	July 31, 202 <del>1</del> <sup>0</sup> and ongoing
<b>IV. SPECIAL PROGRAMS</b>	<b>Due Date</b>
<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
Master Salary Spreadsheet	August 31, 202 <del>1</del> <sup>0</sup> and ongoing
Master Invoice Spreadsheet	August 31, 202 <del>1</del> <sup>0</sup> and ongoing
Detailed line-item budget	Prior to submission of July invoice
Detailed performance metrics	July 31, 202 <del>1</del> <sup>0</sup>

**PAYMENT/COMPENSATION  
MANAGED CAREER SOLUTIONS, SPC.  
NORTH & SOUTH REGIONS  
July 1, 202~~0~~1 – June 30, 202~~1~~2**

**1. COMPENSATION:**

This is a cost reimbursement Contract between the County and the Subrecipient for up to ~~\$35,5000,000.00~~ for one (1) year beginning July 1, 202~~10~~1 – June 30, 202~~12~~2 (~~\$12,8500,000~~ for North and ~~\$12,6500,000~~ for South) as set forth in Attachment A-~~32~~ Scope of Services attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum 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 guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Subrecipient agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

**3. PAYMENT TERMS:**

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 rests 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.

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):

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

**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



**BUDGET SCHEDULE**  
**MANAGED CAREER SOLUTIONS, SPC.**  
**ADULT & DISLOCATED WORK SERVICES**  
**NORTH & SOUTH REGIONS**  
**July 1, 202~~10~~<sup>19</sup> – June 30, 202~~21~~<sup>24</sup>**

This total amount to be funded under this Contract for Adult Career Services shall not exceed \$12,7400,000.00. 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-32; herein and corresponding project budgets shall be listed in Attachment C-43 herein.

<b>ADULT CAREER SERVICES - NORTH</b>	
Direct Program	\$ <u>8101,980,000.00</u>
Indirect Cost	\$ <u>90120,000.00</u>
<b>Total Contract</b>	<b>\$ <u>9001,200,000.00</u></b>
Leverage Resources	\$ <u>270360,000.00</u>

<b>ADULT CAREER SERVICES – SOUTH</b>	
Direct Program	\$ <u>7201,980,000.00</u>
Indirect Cost	\$ <u>80120,000.00</u>
<b>Total Contract</b>	<b>\$ <u>8001,200,000.00</u></b>
Leverage Resources	\$ <u>240360,000.00</u>

**Note: Indirect Cost (including administrative) shall not exceed more than 10% of the budget.**

Budgets contained in Attachment C-43 of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July 202~~10~~<sup>19</sup> 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**  
**MANAGED CAREER SOLUTIONS, SPC.**  
**July 1, 2021~~0~~ – June 30, 2022~~1~~**  
**DISLOCATED WORKER CAREER SERVICES (NORTH & SOUTH)**

This total amount to be funded under this Contract for Dislocated Worker Career Services shall not exceed \$~~1,82,600,000.00~~. 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-~~32~~; herein and corresponding project budgets shall be listed in Attachment C-~~43~~ herein.

<b>DISLOCATED WORKER CAREER SERVICES - NORTH</b>	
Direct Program	\$ <del>857</del> 65,000.00
Indirect Cost	\$ <del>98</del> 5,000.00
<b>Total Contract</b>	<b>\$ <del>98</del>50,000.00</b>
Leverage Resources	\$ <del>28</del> 55,000.00

<b>DISLOCATED WORKER CAREER SERVICES – SOUTH</b>	
Direct Program	\$ <del>76</del> 75,000.00
Indirect Cost	\$ <del>87</del> 5,000.00
<b>Total Contract</b>	<b>\$ <del>87</del>50,000.00</b>
Leverage Resources	\$ <del>25</del> 25,000.00

**Note: Indirect Cost (including administrative) shall not exceed more than 10% of the budget.**

Budgets contained in Attachment C-~~34~~ of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2021~~0~~ 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  
MANAGED CAREER SOLUTIONS, SPC.  
NORTH & SOUTH REGIONS  
July 1, 2020~~1~~ – June 30, 2021~~4~~**

<b>NORTH REGION</b>	
<b>Title</b>	<b>FTE*</b>
Case Management Supervisor	1.00
Case Manager (Adult & Dislocated Workers)	8.00
Employment Specialist	2.00
Program Manager	0.50
Training Coordinator	1.00
<b>TOTAL:</b>	<b>12.50</b>

<b>SOUTH REGION</b>	
<b>Title</b>	<b>FTE*</b>
Case Management Supervisor	1.00
Case Manager (Adult & Dislocated Workers)	8.00
Employment Specialist	2.00
Program Manager	0.50
Training Coordinator	1.00
<b>TOTAL:</b>	<b>12.50</b>

\*1.00 FTE = Full-Time Equivalent

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.

<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 400 <del>New</del> <u>Enrollments</u></b>
<b>Carry Forward / <del>Follow-Up</del></b>	Number of participants who are enrolled into WIOA Adult formula funding program from previous contract term. <del>Number of participants who are receiving follow up services from WIOA Adult formula funding program during contract term.</del>	<b><u>141</u><del>124</del> as of 1/30/6/2/2021 0</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>78.5%</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>75.5%</b>
<b>Median Earnings</b>	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	<b>\$6,600</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>64.0%</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>80.0%</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>60.0%</b>

<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 600</b> <u>Cumulative Enrollments (New &amp; Carry Forward)</u>
<b>Carry Forward / <del>Follow-Up</del></b>	Number of participants who are enrolled into WIOA <del>Adult-Dislocated Worker</del> formula funding program from previous contract term. <del>Number of participants who are receiving follow up services from WIOA Adult formula funding program during contract term</del>	<del>234199</del> as of <u>1/30/2021</u> <del>0</del>
<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>82.0%</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>78.0%</b>
<b>Median Earnings</b>	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	<b>\$8,855</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>70.5%</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>80.0%</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>60.0%</b>

<b>Business Services Activity Goals – North Region</b>		
<b>PERFORMANCE MEASURE</b>	<b>DESCRIPTION</b>	<b>GOAL</b>
<b>CalJOBS Assistance</b>	Number of Business <u>es</u> who received information regarding CalJOBS, or <u>were</u> assisted <del>a Business</del> with registering in CalJOBS	<b>100%</b>
<b>Apprenticeship</b>	Number of Business <u>es</u> who received information of apprenticeship requirements and explained job order posting access.	<b>70%</b>
<b>On-the-Job Training</b>	Number of Business <u>es</u> who established an <del>On-the-Job Training contract with a Business</del> . Under the contract, the Business provided occupational training to a WIOA participant in exchange for specified reimbursement of participant's wage rate and received technical assistance from AJCC staff throughout the life of the training Contract.	<b>70%</b>
<b>Employer Information</b>	Number of Business <u>es</u> who <del>were</del> provided information, including but not limited to, American with Disabilities Act (ADA), Tax credit programs, tax incentives, payroll tax incentives, Alien Labor certification, disability insurance, employment law, labor market information, and work opportunity tax credit (WOTC)	<b>100%</b>
<b>Referred to Community Resources</b>	Number of Business <u>es</u> who <del>were</del> referred to community resources that support the business workforce needs.	<b>100%</b>

<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 400 <u>New</u> <u>Enrollments</u></b>
<b>Carry Forward / Follow-Up</b>	Number of participants who are enrolled into WIOA Adult formula funding program from previous contract term. Number of participants who are receiving follow-up services from WIOA Adult formula funding program during contract term.	<b>11326 as of <u>1/30/2021</u> <del>6/2/2020</del></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>78.5%</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>75.5%</b>
<b>Median Earnings</b>	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	<b>\$6,600</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>64.0%</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>80.0%</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>60.0%</b>

<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 600</b> <b><u>Cumulative</u></b> <b><u>Enrollments</u></b> <b><u>(New &amp; Carry Forward)</u></b>
<b>Carry Forward / Follow-Up</b>	Number of participants who are enrolled into WIOA <del>Adult-Dislocated Worker</del> formula funding program from previous contract term. Number of participants who are receiving follow-up services from WIOA <del>Adult Dislocated Worker</del> formula funding program during contract term.	<b>19253</b> as of <b><u>1/30/2021</u></b> <del>6/2/2020</del>
<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>82.0%</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>78.0%</b>
<b>Median Earnings</b>	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	<b>\$8,855</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>70.5%</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>80.0%</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>60.0%</b>

<b>Business Services Activity Goals – South Region</b>		
<b>PERFORMANCE MEASURE</b>	<b>DESCRIPTION</b>	<b>GOAL</b>
<b>CalJOBS Assistance</b>	Number of Business <u>es</u> who received information regarding CalJOBS, or <u>were</u> assisted <del>a Business</del> with registering in CalJOBS	<b>100%</b>
<b>Apprenticeship</b>	Number of Business <u>es</u> who received information of apprenticeship requirements and explained job order posting access.	<b>70%</b>
<b>On-the-Job Training</b>	Number of Business <u>es</u> who established an <del>On-the-Job Training contract with a Business</del> . Under the contract, the Business provided occupational training to a WIOA participant in exchange for specified reimbursement of participant's wage rate and received technical assistance from AJCC staff throughout the life of the training Contract.	<b>70%</b>
<b>Employer Information</b>	Number of Business <u>es</u> who <del>were</del> provided information, including but not limited to, American with Disabilities Act (ADA), Tax credit programs, tax incentives, payroll tax incentives, Alien Labor certification, disability insurance, employment law, labor market information, and work opportunity tax credit (WOTC)	<b>100%</b>
<b>Referred to Community Resources</b>	Number of Business <u>es</u> who <del>were</del> referred to community resources that support the business workforce needs.	<b>100%</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 ~~2017~~2021-2024~~0~~.

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/Community Investment 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/Community Investment 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, Managed Career Solutions, SPC. is determined to be a Subrecipient.

## IV. FEDERAL AWARD IDENTIFICATION

FAIN INFORMATION				
<b>A.</b>	Subrecipient Name:	Managed Career Solutions, SPC.		
<b>B.</b>	Subrecipient's Unique Identifier (D-U-N-S):	61-409-4019		
<b>C.</b>	Federal Award Identification Number (FAIN):	Pending		
<b>D.</b>	Federal Award Date:	Pending		
<b>E.</b>	Subaward Period of Performance:	July 1, 2021 <del>0</del> – June 30, 2022 <del>1</del>		
<b>F.</b>	Total Amount of Federal Funds Obligated by the Action:	\$3,500,000 funding is contingent on federal funding availability		
	<b>CFDA</b>	<b>FAIN</b>	<b>Award Date</b>	<b>Formula Funds</b>
	17.258	AA-32213-18-55-A-6	07/1/2021 <del>0</del> -6/30/2022 <del>1</del>	Adult
	17.278	AA-32213-18-55-A-6	07/1/2021 <del>0</del> -6/30/2022 <del>1</del>	Dislocated Worker
	<b>TOTAL:</b>			<b>\$3,500,000</b>
<b>G.</b>	Total Amount of Federal Funds Obligated to the Subrecipient:	\$35,520,000.00 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 One-Stop Center(s) ( <u>North and South Regions</u> ) services for Adults, Dislocated Workers, Veterans, and Employers		
<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:	Carma Lacy, Executive Director		
	Phone Number:	(714) 480-6420		
	E-mail Address:	<a href="mailto:carma.lacy@occr.ocgov.com">carma.lacy@occr.ocgov.com</a>		
<b>M.</b>	CFDA Number:	See Title Page of Agreement		
	CFDA Name:			
<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		



**SCOPE OF SERVICES**  
**COMPREHENSIVE ONE-STOP SERVICES**  
**NORTH & 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 Adult and Dislocated Worker Services for the Orange County One-Stop System, as identified within this Attachment A-3.

**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 employments, education, and training programs. It ensures that the workforce system operates as a comprehensive, integrated, and streamlined system to provide pathways to prosperity for those it serves and continuously improves the quality and performance of its services.
2. In partnership with the Orange County Board of Supervisors and the Orange County Workforce Development Board (OCWDB), the County of Orange Community Investment 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 One-Stop Career 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 One-Stop 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 clients receiving services through the Orange County One-Stop Centers.
4. **Subrecipient shall serve as the Career Services Provider of the North & South One-Stop Center for the Orange County Development Area as outlined within this Attachment A-3.** 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 One-Stop Center (North & South) and identified affiliate locations. The services shall be provided to eligible adults, dislocated workers, and other designated special populations. Services that must be made available to One-Stop clients are outlined in Section III. Supportive services and training opportunities shall be funded and made available to WIOA eligible participants.

6. Subrecipient shall conform to all WIOA regulations, directives and policy guidance issued by the DOL, EDD, State, OCWDB, and the County of Orange Community Investment Division Director of Workforce Development during the term of this Agreement.

## **B. Service Delivery Area**

1. Services in the Northern & Southern Region shall be offered through the following:
  - a. One-Stop Center in Garden Grove at 7077 Orangewood Ave. Suite 200, Garden Grove, CA 92841
  - b. Los Alamitos Joint Forces Training Base at 11200 Lexington Dr. Bldg. 244, Los Alamitos, CA 90720
  - c. Theo Lacy Facility at 501 The City Drive South, Orange, CA 92868
  - d. Tustin Emergency Shelter at 2345 Barranca Pkwy, Tustin, CA 92782
  - e. Orange County Mobile Unit (upon request and availability)
  - f. Virtual Services
  - g. Other locations as determined by the OCWDB
2. Subrecipient currently holds the Garden Grove ~~and Los Alamitos~~ location lease location leases. The Subrecipient agrees to make every reasonable attempt to transfer the leases to the County or the One-Stop Operator for the locations as soon as practicable. Until such a transfer is completed, Subrecipient shall maintain the leases for the Garden Grove ~~and Los Alamitos~~ locations at all times during the term of this Contract.
3. Subrecipient acknowledges and agrees that the County, in its sole and absolute discretion, shall have the right to add, change, or remove One-Stop Center and other service locations. Subrecipient shall be obligated to provide any and all services described in the Contract and this Attachment A-3 (Scope of Services), or any portion thereof, including, but not limited to, staff and services at all future locations approved by the County, under the same rates, reimbursement cost structure, and terms stated in the Contract and this Fourth Amendment. 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-3 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 Community Investment Division, all as directed by the County.

## **II. SERVICE STANDARDS**

### **A. Hours of Operation and Schedules**

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

<b>Hours of Operation (Garden Grove/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

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

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

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

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

<b>Hours of Operation (Mobile Unit) by appointment only</b>	
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:

<b>County Holidays</b>	
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.

3. **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.

## **B. General Staffing Requirements**

1. There shall be the requisite number of staff hired by the Subrecipient to operate program services as outlined in this Attachment A-3 and as provided for in the budget attached to this Agreement.

2. Subrecipient shall ensure that all program staff has received training in customer service, communication skills, and proficient computer skills (Windows, Microsoft Office, and CalJOBS). 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 clients 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 client 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 clients. Subrecipient shall fill vacancies with individuals that demonstrate the appropriate experience and levels of education required for the position.
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 Community Investment Division Director of Workforce Development. Use of work-based training participants as staff shall comply with applicable State and County worker displacement prohibition policies.
7. Subrecipient acknowledges and agrees that the County, in its sole and absolute discretion, shall have the right to add, change, or remove One-Stop Center and other service locations. Subrecipient shall be obligated to provide any and all services described in the Contract and this Attachment A-3 (Scope of Services), or any portion thereof, including, but not limited to, staff and services at all future locations approved by the County, under the same rates, reimbursement cost structure, and terms stated in the Contract and this Fourth Amendment. 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.
- 6.—

### C. 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 One-Stop 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 Case Manager staff accountable for Contract performance, compliance, ensure CalJOBS data entry, and program performance and operating within funding guidelines. The Program Manager shall establish and maintain a positive

working relationship with the funding source 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. Responsibilities will also include client outreach and recruitment pursuant to Section A-3.III.B- Client Recruitment, of 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 North & South One-Stop 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, ensure CalJOBS data entry, implement employer driven workforce training and customer-centered programs to the Orange County One-Stop system clients. Responsibilities will also include client outreach and recruitment pursuant to Section A-3.III.B- Client Recruitment, of this Contract.
3. **Case Manager-** Subrecipient shall staff no less than sixteen (16.00 FTE) Case Managers who shall provide direct services to job seekers. Case Managers shall be client-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, ensure CalJOBS data entry, participant supportive and follow-up services in accordance with the Workforce Innovation and Opportunity Act. 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. Responsibilities will also include client outreach and recruitment pursuant to Section A-3.III.B- Client Recruitment, of this Contract.

**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), in coordination with the IEP, Case Manager, and Employment Specialist. 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 clients seeking additional services and must obtain documentation of client outcomes and input data in the CalJOBS System. Training Coordinator shall be proficient in providing WIOA Title I Career Services. Responsibilities will also include client outreach and recruitment pursuant to Section A-3.III.B- Client Recruitment, of this Contract.

4. **Employment Specialist -** Subrecipient shall staff no less than four (4.00 FTE) Employment Specialist who shall link business clients entering the One-Stop Center or referred by the County Business Solutions Team to qualified job seekers in the Orange County One-Stop system. Employment Specialist shall coordinate employer referrals, onsite hiring events, reverse job fairs, and develop subsidized and competitive employment opportunities with prospective employers with the approval of the Community Investment Division Director of Workforce Development and in conjunction with the Business Solutions Team. In conjunction with the County or Orange's Business Solutions team,

the Employment Specialist shall assist business clients with developing job postings, entering employment opportunities in the CalJOBS system, coordinating interviews, assist in the development of On-the-Job Training contracts, and provide ACT WorkKeys Job Profiling services to employers. Employment Specialist shall be responsible for identifying, developing, and maintaining high level employer relationships for subsidized employment placements and competitive employment opportunities. Employment Specialist shall assist participants with self-directed placement activities to secure competitive employment, securing subsidized employment opportunities to include completing employment applications, scheduling interviews, and assisting participant with interview follow up communication. Responsibilities will also include client outreach and recruitment pursuant to Section A-3.III.B- Client Recruitment, of this Contract.

#### **D. Workforce Professional Staffing Requirements**

1. Subrecipient staff shall be client-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 clients 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.
3. Subrecipient shall ensure that staff understand the contractual requirements and programmatic objectives of this Agreement.
4. 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 One-Stop partner meetings, One-Stop provider training(s), and all other trainings deemed necessary for quality delivery of services by the Orange County Community Investment Division Director of Workforce Development.
5. 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.
6. 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 clients to ensure appropriate evaluation. Subrecipient is to use any of the following assessment tools when completing the initial assessment for the development of the IEP: 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 client;
- e. Provide career planning to all clients (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 clients (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 clients 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 client reaches 75% of training completion;
- o. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the client;
- p. Provide job development and assist clients 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
- r. Utilize the CalJOBS system for documenting all job seeker activities.

**E. CalJOBS**

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

Subrecipient shall be responsible for the following hardware and software specifications for client and staff computer workstations utilizing CalJOBS:

<b>System</b>	<b>Hardware Required</b>	<b>Software Required</b>	<b>Connectivity</b>
<b>Client 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 into the CalJOBS system within 5-business days of service delivery, reported client 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; and
- h. Ensure access to CalJOBS is limited to only active staff members.

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

#### **F. Website**

In concurrence with Orange County, current website shall be maintained by the **Orange County Community Investment Division** to allow clients to access information about services and programs that are available through the One-Stop Center(s). Subrecipient shall **provide monthly content to include job fair notices, monthly One-Stop center training calendar, special events, public notices, and all other relative information to the Orange County Community Investment Division** no less than 15 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 Community Investment Division as needed.

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

#### **G. 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/or the County of Orange, 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 five (5) 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 Community Investment 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.

- 1.2.** 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.

**2.3.** Language requirements for all printed material and other information at the One-Stop Center(s) shall be provided in English, Spanish, ~~Farsi, Korean and~~ Vietnamese, ~~Chinese, and Korean~~. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop 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. 7

**3.4.** 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.

**4.5.** 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.

**5.6.** 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.).**

**6.7.** 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, ~~Farsi, Korean and~~ Vietnamese, ~~Chinese, and Korean~~. Updated client acknowledgement forms (EO, Zero Tolerance & Code of Conduct, and Programmatic Grievance) must be made available in English, Spanish, ~~Farsi, Korean and~~ 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.

**7.8.** Subrecipient shall ensure availability to assistive technology for individuals with physical limitations. Subrecipient shall provide and ensure that individuals with disabilities have access to easy-to-follow directions to use assistive technology readily available and visible. Resources in the One-Stop Center shall be in compliance with the Americans with Disability Act (ADA).

## **H. 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, client's WIOA eligibility determination and documentation, IEP's, reports (issued by CalJOBS, State, and/or local agencies), gaps in service delivery, provision and documentation of substantial services, timely client 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 One-Stop 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 periodic file review and immediate correction of issues noted.
3. Subrecipient shall conduct a baseline analysis of client 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 client 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, 2021.**
4. Subrecipient shall take corrective action measures as a result of findings identified through Federal, State and County monitoring within 15 days of notification. 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.
5. Subrecipient shall participate in industry-wide forums to learn about best practices, improvements in service delivery, recommend corrective actions, implement process improvements. These activities shall be included in the Monthly Program Performance Reports.

## **I. Documentation and File Maintenance**

1. **Case Files** shall be maintained for every enrolled client. 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. Client 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 for clients being enrolled into Individualized Career Services;
  - h. Approved Individual Training Account (ITA) voucher (if applicable);
  - i. Progress reports, time, and attendance;
  - j. Signed Employer or Worksite Agreement, timesheets, certificate, 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:** Personally Identifiable Information (PII) and information designated as sensitive (both hardcopy and electronic) relating to services received by WIOA clients, 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 client. Emails containing PII must be encrypted and transmitted through secure email protocols.

3. **Security:** Subrecipient shall maintain all client files in locked cabinets accessible only to authorized personnel. 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, 2021.**

## J. **Customer Service and Client 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 Community Investment Division Director of Workforce Development. The Orange County Community Investment 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 client satisfaction and expectations is a primary goal, therefore, all workforce development activities must be client centered. Subrecipient shall also communicate to their staff that the County of Orange will be conducting surveys with clients 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 client satisfaction and which meet client 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 One-Stop 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 One-Stop customers' needs.
5. Subrecipient shall work with the One-Stop center mandatory / non-mandatory partner(s) staff to ensure that client specific services are provided. Subrecipient shall ensure participants are co-enrolled into One-Stop center mandatory / non-mandatory partner(s) programs when doing so will benefit participant outcomes. Subrecipient shall meet with the One-Stop center mandatory / non-mandatory partner(s) staff and the One-Stop Center Operator for suggestions on how to improve client services as defined in the MOU.
6. Subrecipient shall work with County designated One-Stop Operator to ensure that client is receiving benefits from a coordinated network of workforce development partners. Subrecipient shall meet with One-Stop Operator monthly for suggestions on how to improve client services as defined in the MOU. This may include staff being trained on partner's eligibility requirements, co-case management, cross braiding of resources, etc.
7. Subrecipient shall provide at least one (1) testimonial each month from job seeker client and/or business clients to the County of Orange. Subrecipient must obtain client's authorization to release prior to sharing information. Examples of testimonials may be a client success story or a letter from a client. Testimonials may be released to the public. Subrecipient shall maintain an appropriate "release" from the client. **Monthly testimonials, as well as the signed authorization to release form, shall be included in the Monthly Program Performance Report.**

#### **K. Organizational Chart:**

1. 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, 2021. In addition, Subrecipient shall provide updates to organizational charts to the One-Stop Operator and the County of Orange Director of Workforce Development with the monthly program performance reports and whenever staff changes occur.**
2. The staffing design and overall number of positions and associated assignments are subject to pre-approval by the County of Orange.
3. Should any organizational or staffing arrangements change during the program year, Subrecipient shall submit a revised organizational chart immediately to the One-Stop Operator and the County of Orange.

- L. 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 One-Stop Operator. **Subrecipients shall inform the One-Stop Operator and County Administration immediately on any changes to the telephone directory.**
- M. Leveraged Resources:** Leveraged resources shall be 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. Subrecipient shall provide Leverage resources in the amount identified in Attachment C (Budget). The cost savings must correlate to an expense that would otherwise be included in the program budget, for which this expense has no other alternative source free of cost. Subrecipient shall submit monthly leverage resources reports by the tenth (10<sup>th</sup>) day of the month.

### **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 clients, increase occupational skill attainment by clients, 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, Subrecipient shall strategize how to best deliver services to those eligible within that population group. Subrecipient shall provide services in English, Spanish, ~~Farsi, Korean and 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.;
5. Target population served by special projects may include, but are not limited to National Emergency Grants, Dislocated Worker Grants, veterans, re-entry population, and other industry cluster occupation programs;
6. Former WIOA clients in need of continued services including community referrals, employment opportunities and follow-up; and
7. Local businesses and employers.

#### **B. Client Recruitment**

1. 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 clients, in numbers necessary to meet planned performance enrollment and expenditure levels and outlined in Attachments C-4 and E-2, respectively.

2. 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.
3. Subrecipient may recruit clients via any of the following methods, including, but not limited to:
  - a. Clients coming into the One-Stops;
  - 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. Presentations to promote WIOA awareness to various groups in the community; and
  - h. 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, 2021. Plan should show how deliverables will be met.**

### **C. Job Seeker Services**

1. **CalJOBS Registration** shall be completed for all clients of the One-Stop System. Subrecipient shall be responsible for collecting and reporting all registration information into CalJOBS within five (5) working days of client visit. Data collected at time of registration shall include all required elements (such as client'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 clients.
3. **Basic Career Services** must be accessible to all individuals through the local One-Stop System, having no requirements for registration, eligibility, qualifications or prioritization of services:

- a. Basic Career Services shall be in alignment with customer centered design;
  - b. Basic determination of whether the individual is eligible to receive WIOA services as well as referral for services offered by other One-Stop Center partner agencies;
  - c. Outreach, intake and orientation to the other services available through the One-Stop System;
  - d. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency) aptitudes, abilities (including skills gaps), and supportive service needs;
  - e. Labor Exchange Services, including job search and placement assistance and, in appropriate cases, career counseling, including provision of information on in-demand industry sectors and occupations as well as non-traditional employment;
  - f. Appropriate recruitment and other business services on behalf of employers such as providing information and referral to specialized business services not traditionally offered through the One-Stop delivery system;
  - g. Provision of workforce and labor market employment statistics information, including the provision of information relating to local, regional and national labor market areas, including job vacancy listings, information on job skills necessary to obtain specific jobs, and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for such occupations;
  - h. Provision of performance information and program cost information on eligible providers of training services, adult education, career and technical education activities, and vocational rehabilitation services;
  - i. Provision of information related to how the local area is performing on the local performance accountability measures any additional performance information with respect to the One-Stop delivery system;
  - j. Provision of information relating to the availability of supportive services or assistance, including child care, child support, medical or child health benefits under the supplemental nutrition assistance program, assistance through the earned income tax credit, and assistance under temporary assistance for needy families and other supportive services and transportation provided through funds made available under such part; and
  - k. Referrals to the services or assistance relating to filing claims for unemployment compensation, assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under the WIOA.
4. **Resource Room** the One-Stop Operator is responsible for providing oversight of the One-Stop Resources Room. The Resource Room shall house computers with internet access and email capability, Microsoft Office Suite, resume writing and cover letter templates, and other resources for patrons to engage in self-learning activities. Shared printers shall accompany the computers. At minimum, one dedicated telephone line shall be available for filing unemployment compensation claims through the Employment Development Department. The Center's resource room shall be equipped with fax machines and copier(s) completely accessible to the public with written instructions for use. This equipment shall only be used for appropriate job search activities.
- a. **Resource Room Staffing** shall be the responsibility of the One-Stop 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 One-Stop services, labor market information, training, job information, and/or refer clients to other agencies. Staff shall also be able to assist clients in using photocopying and fax machines, as well as computers and accessing the internet.
  - b. **Assistive Technology** the One-Stop Operator must ensure that assistive technology shall be available for those clients 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, One-Stop 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.

5. **Basic Career/Universal Services Monthly Report** the One-Stop Operator shall be responsible for the collection and reporting of Basic Career / Universal Services Monthly Report. The report shall include cumulative data on basic career/universal services provided at the One-Stop Center. Collected data shall include number of total visitors coming into the centers, total unique visitors and a breakdown of the number of clients attending workshops, listed by workshop title. Basic Career/Universal Services being conducted outside of the centers (i.e. job fairs, off site community events) may also be reported, but the count should not be duplicated in the total visitors coming into the One-Stop Center. The Monthly Report shall be based upon data collection/tracking through the VOS Greeter and its available reporting components. The One-Stop Operator shall submit the Basic Career/Universal Services Monthly Report to the County of Orange Director of Workforce Development or designee by the tenth (10<sup>th</sup>) day of the month following the month being reported on. The County of Orange will provide a template to be used.
6. **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 supports needed. Subrecipient must ensure co-enrollment in DOR programs and all other appropriate programs that support self-sufficiency for individuals with disabilities are offered to participants when suitable.
7. **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 clients and shall make copies of documents necessary to substantiate the eligibility of clients seeking WIOA services. Documents shall be placed in the client's hard copy file and uploaded into the CalJOBS system.
8. **Individualized 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 clients who are under-employed and/or incumbent workers. Individualized career services shall include but are not limited to:
  - a. **Objective and Comprehensive Assessments** shall be done using the following assessment tools when completing an 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) for performance. Subrecipient may use previous basic skills assessment results if such previous assessments have been conducted within the past six months. 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.

Objective assessments shall be staff assisted and shall be provided to all clients in individualized career services. Objective assessment of WIOA clients 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 basic math, graphic literacy, 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.

- b. Development of an Individual Employment Plan (IEP)** to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the client to achieve their employment goals. The IEP shall identify the specific services needed to assist clients 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 clients, Subrecipient shall consider those services available through other service providers in the community and shall refer clients to such services as needed. Activities to which clients are referred shall reflect a consideration of the client'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 client is activity enrolled in. Whereas each partner, can contribute, coordinate, and monitor all planned activities to contributing to the client's employment goals.

Subrecipient shall periodically, or at a minimum of once a month, reaffirm with the client 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 Policy 21-OCWDB-06, WIOA Section 134(b) and 134(c), and 20 CFR Part 680.170.

- c. Career Planning** shall be provided to all enrolled clients. 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 75 participants to one (1) Case Manager. Subrecipient shall offer a client-centered approach in the delivery of services that assist the client in identifying and overcoming any barriers to obtaining and retaining employment, act as an advocate on behalf of the client and refer the client to other programs and resources. Career Planning shall also be provided to those clients who are enrolled in training. Subrecipient shall have contact with clients through the range of activities provided up to and following placement in unsubsidized employment.

Subrecipient shall contact their clients 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 client's file and in CalJOBS. A substantial service does **not** include:

- A standard mailing;
- A basic question answered with little expenditure of staff time;
- Access to or use of electronic self-services;
- A determination of eligibility to participate in the program;
- A self-described job search that does not result in a referral to a job; and/or
- Contact with client 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 client performance and to address any issues that may arise.

Any changes of assignment to a Case Manager shall be transmitted to the client in writing with a copy of the letter to be maintained in the client'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 the all participants are properly notified;

- d. **Individual Career Counseling and Group Career Counseling** provide a client, in a one-on-one or group setting, counseling and vocational guidance to assist the client in achieving employment goals, and to make decisions regarding employment and/or training opportunities.
- e. **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;
- f. **Workforce Preparation Activities** that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills;
- g. **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;
- h. **Out-of-Area Job Search Assistance** helps an individual seeks, locate, apply for, and obtain a job out of their local labor market area;
- i. **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;
- j. **Resumes** shall be developed for all clients enrolled in Individualized Career Services. Resumes shall be reviewed and updated so that they remain current. Revised resumes shall be inserted into the client's file and on an internal tracking data warehouse such as an internal drive or shared drive. Resume modifications or adjustments conducted in collaboration with staff shall be outlined in the case notes to reflect services provided;
- k. **Supportive Services** shall be provided by the Subrecipient in accordance with the County of Orange Policy 17-OCDB-04, WIOA Section 134(d)(2) and 20 CFR Part 680.900-970. Appropriate referrals to other services and programs shall also be provided;
- l. **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;

**m. Job Placement:** One-on-one placement assistance is a critical function of Individualized Career Services. Subrecipient shall work closely with their clients 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 prospective employers in order to develop job leads and negotiate job opportunities for their clients. Maintaining positive relationships with businesses/employers will lead to more effective outcomes; and

**n. Follow-up Services** for clients who are placed in unsubsidized employment shall be provided by the Subrecipient no less than every 30 days to address on-the-job issues and/or job loss. Follow-up services shall be made available for a minimum of twelve (12) months following placement in unsubsidized employment. Each contact shall be documented in the client's file. Retention and follow up services are pivotal to their success and the attainment of performance.

**9. Duration of Client Services:** To ensure expedient and efficient service to clients, all enrolled clients shall be served and exited from the system within ten (10) months. Clients enrolled in training are exempt from this policy. Types of training services that may be provided 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.

**9.10. Co-enrollment:** If Subrecipient deems it is in the best interest of the client to be co-enrolled into multiple programs to access services not available through the primary program, the client shall be co-enrolled. The Subrecipient shall ensure services are not duplicated between workforce programs.

**10.11. Eligibility** for WIOA services shall be conducted in a manner that will satisfy local, State and Federal requirements. Subrecipient shall examine originals and or copies of documents, as appropriate, to establish the eligibility of clients and shall make copies of documents necessary to substantiate the eligibility of clients seeking WIOA services. Documents shall be placed in the client's hard copy file and electronic file on CalJOBS.

**11.12. 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 client 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 Policy 17-OCDB-08, may also be eligible to receive training services. 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 client may be referred to training or education without first having been assessed by the Subrecipient or One-Stop Partner. ACT Workkeys will be used for training enrollment requirements only and is not intended to measure Educational Functioning Levels (EFL) for performance.

- 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 Community Investment 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. 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.**

**Skill Upgrading and Re-training** - training that supports individuals in the workplace to learn new skills and adapt to workplace change.

**h.**

**h.i. 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.

**h.j. 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.

**j.k. Work-Based Training** - provides more opportunities for workers to earn income while gaining critical job skills. Subrecipient shall ensure WIOA clients 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. **Pre-Apprenticeship Training** and curriculum is based on industry standards, approved by documented registered apprenticeship partners(s), and prepares the client 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.
- iv. **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.
- v. **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

**k.l.** Subrecipient shall refer each client to the most appropriate activity as determined from the IEP. Not every client will need or desire training. Training activities shall be provided to those clients 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;

**l.m.** 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 client'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 client, Subrecipient and client shall look at the training programs that are available that relate to the client's interests, skill sets and objective assessment outcomes;

**m.n.** When possible, Subrecipient shall utilize intermediaries as a leveraged resource. The role of the intermediary is to be the single point of contact for the employers they represent. An intermediary can reduce the amount of WIOA paid business service staff time by coming with appropriate training projects that can be implemented which relieves business service staff to respond to other business needs.

**n.o.** Subrecipient shall provide individualized Job Placement assistance no later than when the client reaches 75% of training completion to ensure that the training leads to unsubsidized employment in a related field;

**o.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.

**p.q.** Connect businesses and workers to short term OJT, customized training programs, and apprenticeships before or after layoff to help facilitate rapid re-employment;

**q.r.** Short term OJT, Customized Training programs and/or apprenticeships shall account for no less than 40% of the training provided throughout the System;

**r.s.** 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.t.** 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.u.** 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 designated leverage resources used for training services. Subrecipient shall report designated leverage resources used for training services to the County Director of Workforce Development with monthly report. **Subrecipient cannot use 10% leverage resources to fulfill the 30% County award training requirement.**

**u.v.** 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 quarterly basis.

**v.w.** 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.

**12.13. Client 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 clients through the One-Stop system.

WIOA clarifies that individuals receiving services in the One-Stop 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.

**Subrecipient shall provide a WIOA client flow chart to the County of Orange Director of Workforce Development by July 31, 2021.**

**13.14. Internal Policies and Procedures** for all One-Stop 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, 2021.**

#### **D. Business Services Activities**

Subrecipient will provide the following activities and deliverables consistent with WIOA Section 20 678.435 that includes, but is not limited to:

**1. Business Services Activities** – Subrecipient in partnership with the County of Orange Community Investment Division Business Solutions team shall provide quality services to meet the business needs in the Orange County North & South Regions. These services shall be provided with the highest level of individualized client service support. The job openings should reflect the needs of the enrolled WIOA customers and take into consideration the need of those exiting training. The following activities are required:

a. **CalJOBS Assistance**- Subrecipient in partnership with the County of Orange Community Investment Division Business Solutions team, shall refer all business requiring assistance to

register for the California Job Open Browse System (CalJOBS) to the Business Solutions team. CalJOBS is free available to all Businesses looking to find quality talent. Subrecipient shall provide technical assistance to businesses registering, posting job openings, recruiting talent, and find available business resources on CalJOBS. All interest from businesses for CalJOBS assistance shall be directed to the County of Orange Community Investment Division Business Solutions team.

- b. **Apprenticeship**- Subrecipient, in partnership with the County of Orange Community Investment Division Business Solutions team, shall provide businesses customized assistance on information and the creation of apprenticeship programs. All interest from businesses for apprenticeship opportunities shall be directed to the County of Orange Community Investment Division Business Solutions team.
  - c. **Career Pathway Programs**- Subrecipient, in partnership with the County of Orange Community Investment Division Business Solutions team, shall inquire about a business's interest and/or ability to assist with Career Pathway programs, including job shadowing, work experience sites, mentoring, speaking engagements, and employer focus groups. All interest from businesses for Career Pathway Programs shall be directed to the County of Orange Community Investment Division Business Solutions team.
  - d. **On-the-Job-Training (OJT)**- Subrecipient, in partnership with the County of Orange Community Investment Division, shall work with the Business Solutions team to place County determined targeted populations into self-sustaining employment by using OJT as a means of placement. OJT's provide immense benefit for employers and job seekers alike. All interest from businesses for On-The-Job opportunities shall be directed to County of Orange Community Investment Division Business Solutions team.
  - e. **Employer Information**- Subrecipient, in partnership with the County of Orange Community Investment Division Business Solutions team, shall provide businesses with recent employer regulations. Information shall include, but not be limited to, American with Disabilities Act (ADA), tax credit programs, tax incentives, payroll tax incentives, Alien Labor Certification, disability insurance, employment law, labor market information, and work opportunity tax credit (WOTC). All interest from businesses for employer information on special programs, employer regulations, etc., shall be directed to the County of Orange Community Investment Division Business Solutions team.
  - f. **Referral to Community Resources**- Subrecipient, in partnership with the County of Orange Community Investment Division Business Solutions team, shall proactively provide linkage and referrals to community resources that support the employer's workforce needs. All interest from businesses for referrals to community resources shall be directed to County of Orange Community Investment Division Business Solutions team
2. **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 Community Investment 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 Community

Investment Division Business Solutions team, County identified partners, and One-Stop Operator to maximize effectiveness in serving Orange County businesses.

3. **File Maintenance and Documentation** – Subrecipient shall maintain files to record all services provided to business clients. Initial contact and succeeding follow-up services shall be documented appropriately in the CalJOBS CRM module and adhere to Federal, State and local policies. All required documentation shall be added to the clients file immediately and uploaded into the CalJOBS system within 5 working days of clients visit.

#### 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, client 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 MIS procedures for data entry, timelines, and reporting requirements. Refer to the latest County of Orange policies, State Information Notices and Directives, and subsequent updates for complete information and guidance.
  1. Subrecipient shall input of data timely in the data reporting system(s), or, if applicable, submit MIS paperwork for all client activities and necessary updates in client information and activities for input into the data reporting system as defined in the County of Orange Policy 17-OCDB-02. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Agreement;
  2. 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;

3. Subrecipient shall review and approve all paperwork prior to submission to the County of Orange;
4. 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;
5. Subrecipient shall comply with the Common Measures as defined in TEGL 17-05, WIOA Section 116 and 20 CFR Part 677.150-210;
6. Subrecipient shall comply with data verification requirements listed in the latest County of Orange policy and any subsequent updates;
7. 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.

**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 that a participant has exceeded the dropout period in accordance with the terms and conditions of the training provider. 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 to Information Notice No. 21-OCWDB-05 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, 2021 through June 30, 2022.**

- D. Follow-up** shall include more than a request for supplemental information. Follow-up shall include services that will increase career satisfaction and economic self-sufficiency. Subrecipient shall conduct follow-up for Quarters 1, 2, 3 and 4 following the client's exit.
- E. Supplemental Income:** If employment status of the client 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 revocation 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, 2021.
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/CT log in County of Orange-provided spreadsheet must accompany invoices.

Invoices with errors will be returned to Subrecipient for re-submission. Calendar processing stat 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, 2021 and ongoing.**

#### **I. Budgets and Budget Modifications**

1. Budgets contained in Attachment C-4 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 Information Notice No. 11-OCWDA-03. 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, One-Stop 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 clients 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 clients.

## **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 Agreements with One-Stop Center Partners	Upon Execution
Secondary locations to provide services, including hours of operation	July 31, 2021 and ongoing
Schedule of Partner Staff Training	August 31, 2021
<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	10th day after the end of each month
Organizational Chart	July 31, 2021

Telephone Directory	10th day after the end of each month
Internal Monitoring Procedures and Schedule	August 31, 2021
Information Technology (IT) usage policy	July 31, 2021
Analysis of client flow, program delivery, career planning strategies and tools, business process and service improvement	June 30, 2022
ADA Compliance Checklist for the primary location where WIOA services are being provided	As needed
Nondiscrimination and EO Self-Assessment	As needed
Comprehensive AJCC Certification Matrix – Hallmarks of Excellence	As needed
EO and Complaint Logs	July 10, 2021, annually
Staff Training / Capacity Building Plan	August 31, 2021

<b>III. SERVICE DELIVERY</b>	<b>Due Date</b>
Universal Services Monthly Reports	10th day after the end of each month
WIOA Client Flow Chart	July 31, 2021
List of workshops	July 31, 2021 and ongoing
Internal Policies and Procedures	August 31, 2021
Business Services – General Activities	10th day after the end of each month
Forms and Marketing Materials	July 31, 2021 and ongoing
<b>IV. SPECIAL PROGRAMS</b>	<b>Due Date</b>
<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
Master Salary Spreadsheet	August 31, 2021 and ongoing
Master Invoice Spreadsheet	August 31, 2021 and ongoing
Detailed line-item budget	Prior to submission of July invoice
Detailed performance metrics	July 31, 2021

**PAYMENT/COMPENSATION  
MANAGED CAREER SOLUTIONS, SPC.  
NORTH & SOUTH REGIONS  
July 1, 202~~0~~1 – June 30, 202~~1~~2**

**1. COMPENSATION:**

This is a cost reimbursement Contract between the County and the Subrecipient for up to ~~\$35,5000,000.00~~ for one (1) year beginning July 1, 202~~10~~1 – June 30, 202~~12~~2 (~~\$12,8500,000~~ for North and ~~\$12,6500,000~~ for South) as set forth in Attachment A-~~32~~ Scope of Services attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum 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 guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Subrecipient agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

**3. PAYMENT TERMS:**

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 rests 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.

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):

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

**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



**BUDGET SCHEDULE**  
**MANAGED CAREER SOLUTIONS, SPC.**  
**ADULT & DISLOCATED WORK SERVICES**  
**NORTH & SOUTH REGIONS**  
**July 1, 202~~10~~ – June 30, 202~~21~~**

This total amount to be funded under this Contract for Adult Career Services shall not exceed \$12,7400,000.00. 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-32; herein and corresponding project budgets shall be listed in Attachment C-43 herein.

<b>ADULT CAREER SERVICES - NORTH</b>	
Direct Program	\$ <u>8101,980,000.00</u>
Indirect Cost	\$ <u>90120,000.00</u>
<b>Total Contract</b>	<b>\$ <u>9001,200,000.00</u></b>
Leverage Resources	\$ <u>270360,000.00</u>

<b>ADULT CAREER SERVICES – SOUTH</b>	
Direct Program	\$ <u>7201,980,000.00</u>
Indirect Cost	\$ <u>80120,000.00</u>
<b>Total Contract</b>	<b>\$ <u>8001,200,000.00</u></b>
Leverage Resources	\$ <u>240360,000.00</u>

**Note: Indirect Cost (including administrative) shall not exceed more than 10% of the budget.**

Budgets contained in Attachment C-43 of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July 202~~10~~ 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**  
**MANAGED CAREER SOLUTIONS, SPC.**  
**July 1, 2021~~0~~ – June 30, 2022~~1~~**  
**DISLOCATED WORKER CAREER SERVICES (NORTH & SOUTH)**

This total amount to be funded under this Contract for Dislocated Worker Career Services shall not exceed \$~~1,82,600,000.00~~. 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-~~32~~; herein and corresponding project budgets shall be listed in Attachment C-~~43~~ herein.

<b>DISLOCATED WORKER CAREER SERVICES - NORTH</b>	
Direct Program	\$ <del>857</del> 65,000.00
Indirect Cost	\$ <del>98</del> 5,000.00
<b>Total Contract</b>	<b>\$ <del>98</del>50,000.00</b>
Leverage Resources	\$ <del>28</del> 55,000.00

<b>DISLOCATED WORKER CAREER SERVICES – SOUTH</b>	
Direct Program	\$ <del>76</del> 75,000.00
Indirect Cost	\$ <del>87</del> 5,000.00
<b>Total Contract</b>	<b>\$ <del>87</del>50,000.00</b>
Leverage Resources	\$ <del>25</del> 25,000.00

**Note: Indirect Cost (including administrative) shall not exceed more than 10% of the budget.**

Budgets contained in Attachment C-~~34~~ of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2021~~0~~ 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  
MANAGED CAREER SOLUTIONS, SPC.  
NORTH & SOUTH REGIONS  
July 1, 2020~~1~~ – June 30, 2021~~1~~**

<b>NORTH REGION</b>	
<b>Title</b>	<b>FTE*</b>
Case Management Supervisor	1.00
Case Manager (Adult & Dislocated Workers)	8.00
Employment Specialist	2.00
Program Manager	0.50
Training Coordinator	1.00
<b>TOTAL:</b>	<b>12.50</b>

<b>SOUTH REGION</b>	
<b>Title</b>	<b>FTE*</b>
Case Management Supervisor	1.00
Case Manager (Adult & Dislocated Workers)	8.00
Employment Specialist	2.00
Program Manager	0.50
Training Coordinator	1.00
<b>TOTAL:</b>	<b>12.50</b>

\*1.00 FTE = Full-Time Equivalent

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.

<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 400 <del>New</del> Enrollments</b>
<b>Carry Forward / <del>Follow-Up</del></b>	Number of participants who are enrolled into WIOA Adult formula funding program from previous contract term. <del>Number of participants who are receiving follow up services from WIOA Adult formula funding program during contract term.</del>	<b><del>141</del>124 as of 1/30/6/2/2021 0</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>78.5%</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>75.5%</b>
<b>Median Earnings</b>	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	<b>\$6,600</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>64.0%</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>80.0%</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>60.0%</b>

<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 600</b> <u>Cumulative Enrollments (New &amp; Carry Forward)</u>
<b>Carry Forward / <del>Follow-Up</del></b>	Number of participants who are enrolled into WIOA <del>Adult Dislocated Worker</del> formula funding program from previous contract term. <del>Number of participants who are receiving follow up services from WIOA Adult formula funding program during contract term</del>	<del>234199</del> as of <u>1/30/2021</u> <del>0</del>
<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>82.0%</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>78.0%</b>
<b>Median Earnings</b>	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	<b>\$8,855</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>70.5%</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>80.0%</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>60.0%</b>

<b>Business Services Activity Goals – North Region</b>		
<b>PERFORMANCE MEASURE</b>	<b>DESCRIPTION</b>	<b>GOAL</b>
<b>CalJOBS Assistance</b>	Number of Business <u>es</u> who received information regarding CalJOBS, or <u>were</u> assisted <del>a Business</del> with registering in CalJOBS	<b>100%</b>
<b>Apprenticeship</b>	Number of Business <u>es</u> who received information of apprenticeship requirements and explained job order posting access.	<b>70%</b>
<b>On-the-Job Training</b>	Number of Business <u>es</u> who established an <del>On-the-Job Training contract with a Business</del> . Under the contract, the Business provided occupational training to a WIOA participant in exchange for specified reimbursement of participant's wage rate and received technical assistance from AJCC staff throughout the life of the training Contract.	<b>70%</b>
<b>Employer Information</b>	Number of Business <u>es</u> who <del>were</del> provided information, including but not limited to, American with Disabilities Act (ADA), Tax credit programs, tax incentives, payroll tax incentives, Alien Labor certification, disability insurance, employment law, labor market information, and work opportunity tax credit (WOTC)	<b>100%</b>
<b>Referred to Community Resources</b>	Number of Business <u>es</u> who <del>were</del> referred to community resources that support the business workforce needs.	<b>100%</b>

<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 400 <u>New</u> <u>Enrollments</u></b>
<b>Carry Forward / Follow-Up</b>	Number of participants who are enrolled into WIOA Adult formula funding program from previous contract term. Number of participants who are receiving follow-up services from WIOA Adult formula funding program during contract term.	<b>11326 as of <u>1/30/2021</u><del>6/2/</del> <u>2020</u></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>78.5%</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>75.5%</b>
<b>Median Earnings</b>	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	<b>\$6,600</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>64.0%</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>80.0%</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>60.0%</b>

<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 600</b> <b><u>Cumulative Enrollments (New &amp; Carry Forward)</u></b>
<b>Carry Forward / Follow-Up</b>	Number of participants who are enrolled into WIOA <del>Adult-Dislocated Worker</del> formula funding program from previous contract term. Number of participants who are receiving follow-up services from WIOA <del>Adult Dislocated Worker</del> formula funding program during contract term.	<b>19253 as of 1/30/2021 6/2/2020</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>82.0%</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>78.0%</b>
<b>Median Earnings</b>	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	<b>\$8,855</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>70.5%</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>80.0%</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>60.0%</b>

<b>Business Services Activity Goals – South Region</b>		
<b>PERFORMANCE MEASURE</b>	<b>DESCRIPTION</b>	<b>GOAL</b>
<b>CalJOBS Assistance</b>	Number of Business <u>es</u> who received information regarding CalJOBS, or <u>were</u> assisted <del>a Business</del> with registering in CalJOBS	<b>100%</b>
<b>Apprenticeship</b>	Number of Business <u>es</u> who received information of apprenticeship requirements and explained job order posting access.	<b>70%</b>
<b>On-the-Job Training</b>	Number of Business <u>es</u> who established an <del>On-the-Job Training contract with a Business</del> . Under the contract, the Business provided occupational training to a WIOA participant in exchange for specified reimbursement of participant's wage rate and received technical assistance from AJCC staff throughout the life of the training Contract.	<b>70%</b>
<b>Employer Information</b>	Number of Business <u>es</u> who <del>were</del> provided information, including but not limited to, American with Disabilities Act (ADA), Tax credit programs, tax incentives, payroll tax incentives, Alien Labor certification, disability insurance, employment law, labor market information, and work opportunity tax credit (WOTC)	<b>100%</b>
<b>Referred to Community Resources</b>	Number of Business <u>es</u> who <del>were</del> referred to community resources that support the business workforce needs.	<b>100%</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 ~~2017~~2021-20240.

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/Community Investment 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/Community Investment 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, Managed Career Solutions, SPC. is determined to be a Subrecipient.

## IV. FEDERAL AWARD IDENTIFICATION

FAIN INFORMATION				
<b>A.</b>	Subrecipient Name:	Managed Career Solutions, SPC.		
<b>B.</b>	Subrecipient's Unique Identifier (D-U-N-S):	61-409-4019		
<b>C.</b>	Federal Award Identification Number (FAIN):	Pending		
<b>D.</b>	Federal Award Date:	Pending		
<b>E.</b>	Subaward Period of Performance:	July 1, 2021 <del>0</del> – June 30, 2022 <del>1</del>		
<b>F.</b>	Total Amount of Federal Funds Obligated by the Action:	\$ <del>3,500,000</del> funding is contingent on federal funding availability		
	<b>CFDA</b>	<b>FAIN</b>	<b>Award Date</b>	<b>Formula Funds</b>
	17.258	AA-32213-18-55-A-6	07/1/2021 <del>0</del> - 6/30/2022 <del>1</del>	Adult
	17.278	AA-32213-18-55-A-6	07/1/2021 <del>0</del> - 6/30/2022 <del>1</del>	Dislocated Worker
	<b>TOTAL:</b>			<b>\$<del>3,500,000</del></b>
<b>G.</b>	Total Amount of Federal Funds Obligated to the Subrecipient:	\$ <del>35,520,000.00</del> 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 One-Stop Center(s) ( <u>North and South Regions</u> ) services for Adults, Dislocated Workers, Veterans, and Employers		
<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:	Carma Lacy, Executive Director		
	Phone Number:	(714) 480-6420		
	E-mail Address:	<a href="mailto:carma.lacy@occr.ocgov.com">carma.lacy@occr.ocgov.com</a>		
<b>M.</b>	CFDA Number:	See Title Page of Agreement		
	CFDA Name:			
<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		