



FIRST AMENDMENT
TO CONTRACT NO. MA-012-20011848
FOR THE PROVISION OF
WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA)
YOUTH PROGRAM SERVICES
BETWEEN
COUNTY OF ORANGE
AND
CITY OF LA HABRA

This Amendment to Contract No. MA-012-20011848 (as amended "Contract"), hereinafter referred to as "One 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 the City of La Habra, D-U-N-S No. 094714938, a California, municipal corporation, with a place of business at 110 E. La Habra Blvd., La Habra, CA 90631-2306 (hereinafter referred to as "Subrecipient"), with a County and Subrecipient sometimes referred to as "Party" or collectively as "Parties".

RECITALS:

WHEREAS, The Board of Supervisors approved Contract No. MA-012-20011848 (hereinafter referred to as "Contract") with the City of La Habra for the provision of WIOA Youth Program Services June 23, 2020, with an approved allocation of \$2,600,000 and services commencing July 1, 2020 through June 30, 2021; and

WHEREAS, the County now desires to amend the contract to renew for an additional one year period beginning July 1, 2021 through June 30, 2022 with an annual maximum obligation of \$2,180,915 and replace Attachment A Scope of Services with Attachment A-1, replace Attachment B Payment Compensation with Attachment B-1, replace Attachment C Budget Schedule with Attachment C-1, replace Attachment D Staffing Plan with Attachment D-1, replace Attachment E Performance Standards with Attachment E-1 and replace Attachment F – Federal Award Identification Information with Attachment F-1; 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 an annual maximum obligation of \$2,180,915.

2. Attachment A Scope of Services is hereby replaced with Attachment A-1.
3. Attachment B Payment Compensation is hereby replaced with Attachment B-1.
4. Attachment C Budget Schedule is hereby replaced with Attachment C-1.
5. Attachment D Staffing Plan is hereby replaced with Attachment D-1.
6. Attachment E Performance Standards is hereby replaced with Attachment E-1.
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 First Amendment on the dates with their respective signatures:

DS
AR

***CITY OF LA HABRA**

DocuSigned by:
Jim Sadro
8E4BEE80CB004EB
By: _____
Name: Jim Sadro
Title: City Manager
Dated: 5/4/2021

By: _____
Name: _____
Title: _____
Dated: _____

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____
Dylan Wright, Director
OC Community Resources

Dated: _____

**APPROVED AS TO FORM
DEPUTY COUNTY COUNSEL**

DocuSigned by:
John Cleveland
74000D32EE65457... John Cleveland
By: _____
DEPUTY COUNTY COUNSEL

Dated: 4/21/2021



SCOPE OF SERVICES WIOA Youth Program Services

A. BACKGROUND

The Orange County Workforce Development Board (“OCWDB”) in partnership with the County seeks to support the mission of the Workforce Innovation and Opportunity Act (“WIOA”) to align workforce activities with economic development. The intent is to include economic growth and align economic development for the successful implementation of the public workforce system that is designed to support Orange County residents including In-School Youth (ISY) and Out-of-School Youth (OSY). OCWDB and the County envision a workforce development system that is customer-focused on both the job seeker and employer.

In support of the OCWDB’s vision, the Orange County Workforce System shall incorporate job-specific training programs for youth that align with 21st-century workforce skills. The Subrecipient will be an integral function of the Orange County Workforce System by delivering high-quality workforce services and job-specific training programs for youth, beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training, such as pre-apprenticeships or internships, for in-demand industries and occupations, leading to unsubsidized employment along a career pathway, military, enrollment in post-secondary education or a Registered Apprenticeship that lead to economic self-sufficiency.

B. PURPOSE

The purpose of the WIOA Youth Program Contract is for the delivery of comprehensive youth services that offer in-depth employment and education advancement opportunities, career exploration and counseling as well as assisting with the elimination of barriers for targeted Out-of-School Youth (OSY) and In-School Youth (ISY) in the County with the exception of the cities of Anaheim and Santa Ana (which are governed by their own Workforce Boards). Funding for this contract is made available through WIOA funds. Subrecipient will keep track of expenditures to ensure that no more than 25% of the funding is spent on WIOA ISY and no less than 75% of the overall WIOA Youth contracted amount is spent on OSY.

The performance outcome measures are based on those established by the USDOL [WIOA § 116 (b)(2)(A)] and focus on improving employment and education outcomes for youth. The outcome measures include:

- i. Employment Rate – 2nd Quarter After Exit: The percentage of program participants who are in education or training activities, or unsubsidized employment, during the second quarter after exit from the program.
- ii. Employment Rate – 4th Quarter After Exit: The percentage of program participants who are in education or training activities, or unsubsidized employment, during the fourth quarter after exit from the program.
- iii. Median Earnings – 2nd Quarter After Exit: The median earnings of program

participants who are in unsubsidized employment during the second quarter after exit from the program.

- iv. Credential Attainment: The percentage of program participants who obtain a recognized postsecondary credential, or a secondary school diploma or its recognized equivalent (subject to clause (iii) of WIOA regulations), during participation in or within 1 year after exiting from the program.
- v. Measurable Skills Gain: The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment.
- vi. Effectiveness in Serving Employers: Effectiveness in serving employers, based on indicators developed as required by WIOA §116 (b)(2)(A)(i)(VI).

C. SERVICES AND EXPECTATIONS

Subrecipient must meet high standards of public service and fiduciary responsibility. Subrecipient shall implement a system of self-monitoring, including the review of key data related to performance, quality assurance, financial integrity and accuracy and youth center operations.

Quality Assurance Review

Subrecipient shall be responsible for quality assurance review of their fiscal and program operations which includes, but is not limited to, a quality assurance system to review case files, including CalJOBS electronic files, participants WIOA eligibility determination and documentation, ISPs, 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).

Subrecipient shall provide Internal Monitoring Procedures and Schedule to the County administrative offices by August 31, 2021. Subrecipient shall produce all quality assurance review documentation upon request by the County of Orange 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 program and fiscal activities. To include review of expeditors against budget to ensure compliance 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 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.

Subrecipient shall be responsible for being knowledgeable of and complying with all WIOA and related California laws, regulations, rules, and policies of the funding sources related to the subject matter of this contract. If the County determines, at its sole discretion, that the Subrecipient is not responsible, that it does not possess the administrative, fiscal, and/or technical resources and capabilities necessary to successfully perform under the terms and conditions of an agreement, it shall terminate the agreement immediately.

Internal Policies and Procedures for all WIOA operations and administration shall be developed by the Subrecipient. All Policies and Procedures shall be reviewed with all staff to ensure full compliance.

Subrecipient shall provide all Policies and Procedures, in original Microsoft Word file format, to the COUNTY administrative office by July 31, 2021 for review and approval.

As a condition to the award of financial assistance from the Department of Labor under Title I of WIOA, the grant Subrecipient assures that it will comply fully with the nondiscrimination and equal opportunity provisions under all applicable local, state, and federal regulations.

Subrecipient shall be responsible to post the “Equal Opportunity Is The Law” 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 and Programmatic Grievance) must be made available in English, Spanish, Farsi, Korean and Vietnamese, which will be provided by the County of Orange.

D. PROGRAM COMPONENTS AND REQUIREMENTS

1. Program Design

The Subrecipient shall implement a program design that consists of outreach, an objective assessment, an individual service strategy, case management, and follow-up services that lead toward successful outcomes for young adult participants [WIOA

Section 129 (c)(1)]. The WIOA Youth Program shall be called Ready Skills Education & Training Orange County (Ready S.E.T. OC). The program design must include the following elements:

- a. Outreach and recruitment (inclusive of eligibility determination) conducted within established youth jurisdictional boundaries in order to attract a sufficient number of Youth who need and would benefit from the services provided and meet the eligibility requirements to receive such services.
- b. Provide the Test of Adult Basic Education (TABE), Comprehensive Adult Student Assessment Systems (CASAS), Basic English Skills Test (BEST), or Massachusetts Adult Proficiency Test (MAPT) objective assessment of the academic levels, skills levels, and services needs of each participant; this assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interest, aptitudes, supportive service needs, and developmental needs for the purpose of identifying appropriate services and career pathways for participants.
- c. Develop an Individual Service Plan (ISP) for each participant that shall identify appropriate goals and performance outcomes for youth with corresponding achievement goals based on the objective assessments. The service strategy shall identify a career pathway that includes education and employment goals and the strategy for each participant shall be linked to one or more of the performance indicators described in WIOA §116 (b)(2)(A)(ii). As the needs of the participant change and goals are met, the ISP will be modified and updated accordingly. The time of service must be directly linked with the ISP. The ISP is a “living document” and is the foundational plan for the WIOA services a participant receives. Continued evaluation will ensure progress toward the achievement of the participant’s goals and objectives.
- d. Subrecipient shall provide:
 - i. Activities leading to the attainment of a secondary school diploma or its recognized equivalent, or a recognized post-secondary credential.
 - ii. Preparation for post-secondary education and training opportunities.
 - iii. Strong linkages between academic instruction and occupational education that lead to the attainment of recognized postsecondary credentials.
 - iv. Preparation for unsubsidized employment opportunities.
 - v. Effective connections to employers, including small employers, in-demand industry sectors and occupations of local and regional labor markets.
 - vi. Apprenticeship connections.
 - vii. Military linkages.
 - viii. Measurable skills gain.
 - ix. Work experience

2. Program Elements

WIOA requires the following fourteen (14) program elements [WIOA § 129 (c)(2)] to be available to enrolled youth participants. The services listed must be accessible to

participants and may be offered in-house, subcontracted, or through collaborative partnerships utilizing community resources.

- a. Tutoring, study skills training, instruction, and evidence-based dropout prevention and recovery strategies that lead to the completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential;
- b. Alternative secondary school services, or dropout recovery services, as appropriate;
- c. Paid and unpaid work experiences that have as a component of academic and occupational education, which may include:
 - i. Summer employment opportunities and other employment opportunities available throughout the school year; Work experience must be linked to activities that will result in meeting WIOA performance measures and may not be provided on a stand-alone basis;
 - ii. Pre-apprenticeship programs;
 - iii. Internships and job shadowing; and
 - iv. On-the-job training opportunities;
- d. Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved, as determined by the local board
- e. Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
- f. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate;
- g. Supportive services, including but not limited to transportation and childcare that are necessary to enable the youth to participate in activities. The rationale for supportive services must be documented on the ISP, and adherence to the provisions and requirements in the County's Supportive Services policy is required.
- h. Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
- i. Follow-up services for not less than 12 months after the completion of participation, as appropriate; Follow-up contact form must be completed for the first, second, third, and fourth quarters after exit.

- j. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate;
- k. Financial literacy education;
- l. Entrepreneurial skills training;
- m. Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services; and
- n. Activities that help youth prepare for and transition to postsecondary education and training.

3. Follow-Up

Subrecipient shall provide follow-up services for a minimum duration of 12 months to youth who have completed program services as well as youth who may have dropped out of the program but need additional services unless the youth declines to receive follow-up services or the youth cannot be located or contacted. Follow-ups shall occur no less than once every thirty (30) days. Subrecipient must maintain records showing the attempts that were made. The type of services provided, and the intensity of services must be determined based on the needs of the youth. Follow-up services must include more than a contact or attempted contact, a service must be provided (if possible). Contacting an individual for securing documentation in order to report a performance outcome does not constitute a follow-up service.

Follow up services for youth may include, but are not limited to the following program elements:

- i. Supportive services;
- ii. Adult mentoring;
- iii. Financial literacy education;
- iv. Services that provide labor market information and employment information about in-demand industry sectors;
- v. Activities that help youth prepare for and transition to postsecondary education and training; and
- vi. Other services necessary to ensure the success of the youth in employment and/or post-secondary education.

All youth must receive some form of follow-up services for a minimum duration of 12 months unless the youth declines to receive follow-up services or the youth cannot be located or contacted. The types of services provided, and the intensity of services must be determined based on the needs of the youth. Follow-up services must include more than a contact or attempted contact, a service must be provided (if possible). Contacting an individual for securing documentation in order to report a performance outcome does not constitute a follow-up service.

Frequency of Contacts

Participants in follow-up shall be contacted at least once (1) per month. Follow-up may be conducted by telephone, in person, via e-mail (or other social media), or by written correspondence. Preference is for the follow-up to be through a medium that increases the probability of interaction with the participant and increases the probability of continued contact.

Follow-up services require contact, interaction, and the provision of acceptable follow-up service. A text message to provide assistance with a job or work-related problem is follow-up. However, although sending a letter might be considered “following-up”, this is not considered a follow-up service since interaction and the provision of an actual follow-up service are required.

Documentation

Minimum monthly contacts and services must be documented in the case notes and Individual Service Plan (ISP). Case notes must include a narrative regarding all contacts and services. Additionally, appropriate activity codes (F-codes) for services provided to participants in follow-up must also be added to CalJOBS within 5 business days.

Exceptions

Follow-up services may be discontinued if the participant indicates that they no longer need or want the follow-up contact. The participant must send an email or documentation in writing indicating the participant’s desire not to be contacted further. This must be documented in CalJOBS case notes.

4. Work Experience

WIOA prioritizes paid and unpaid work experience that has an academic and occupational education component as a critical program element [WIOA § 129(c) (2) (C), § 129(c) (4), 20 CFR § 681.590, TEGL 23-14]. The law requires local areas to spend a minimum of twenty (20) percent of WIOA funds on paid and unpaid work experience and the County has enacted a minimum of thirty (30) percent to be spent on work experience. Therefore, the Subrecipient shall comply with the minimum of thirty (30) percent of the WIOA youth funding award to be spent on work experience. Program expenditures on the work experience program element include wages as well as staffing costs for the development and management of work experiences [TEGL 23-14]. The work experience eligible expenditures and respective requirements, herein referred to as Work Experience, is comprised of the following four categories:

- a. Summer and other employment opportunities available throughout the school year (commonly referred to as WEX) are planned, structured learning experiences that occur in a workplace for a limited period and are designed to provide exposure to the working world and its requirements. These work experiences provide youths with opportunities for career exploration and skill development. The work site may include public, private profit or not-for-profit organizations. The duration of the

WEX shall not exceed 10 months with a maximum of 600 hours and shall be paid at California's prevailing California minimum wage.

Compensation for work experiences may include wages or stipends.

Wages: A wage is a payment for services rendered where an employer/employee relationship exists. This form of compensation is usually paid through a payroll system and subject to the taxes applicable to the employer of record and participants. Paying a wage usually indicates that a program views the youth as an employee or a trainee. Paid work experiences and internships may fall under the Fair Labor Standards Act (FLSA). The FLSA implemented by the DOL's Wage and Hour Division requires that individuals must be compensated under the law for the services they perform for an employer. To determine whether a paid work experience or internship falls under the FLSA, contact DOL's Wage and Hour Division offices in your state by visiting: <http://www.dol.gov/whd/america2.htm>;

Stipends: A stipend is an allowable payment for participation in activities such as work experience or classroom activities, including work readiness or employability skills training. States and locals have flexibility when determining local policies on stipends based upon local program design and participant needs. States and local areas should have a policy guiding the payment of classroom-based stipends. State policies and procedures for youth stipend payments need to align with Uniform Guidance at 2 CFR parts 200, <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>;

Participants enrolled in WIOA Earn and Learn Programs are provided stipends that are limited to hours and rates. Stipend payments are based on terms approved by the County to include, date, time, stipend rates, location and training provided for each Earn and Learn program. All Earn and Learn programs are based on schedules determined and approved by the County. WIOA Earn and Learn programs must not exceed 30 hours per week and must not exceed \$450.00 per week.

- b. WIOA funds may be used to pay wages for WEX if at least one of the following criteria is met:
 - i. The duties the youths will perform expose them to and/or prepare them for postsecondary education and/or entry into a demand occupation and the participant's career interest; or,
 - ii. The primary focus of the work experience for the youths is the development of very basic workplace skills such as appropriate dress, timeliness, respect, common courtesies, and basic task completion.
- c. Prior to a participant starting their WEX:
 - i. The Subrecipient shall complete a site visit at the potential worksite to ensure the environment is safe.
 - ii. The worksite supervisor must complete an orientation that delineates their responsibilities as a worksite and training site.
 - iii. A Worksite Agreement between the Subrecipient and the Worksite must be completed.

- iv. The Subrecipient shall be responsible for ensuring payment to the participant is completed in accordance with Subrecipients payroll policies.
 - v. The Subrecipient shall maintain payroll records and timesheets in the participant case files.
 - vi. The Subrecipient shall make regular visits to the worksite and maintain ongoing contact with the participant and his/her supervisor.
- d. Pre-apprenticeship programs or set of strategies designed to prepare individuals to enter and succeed in a Registered Apprenticeship program and has a documented partnership with at least one Registered Apprenticeship program (TEN 13-12 and 20 CFR § 681.480)
- i. On-the-job training (OJT) is defined as occupational training provided by an employer after the direct hire of the individual in exchange for a reimbursement of up to 50% of the wage rate to compensate for the employer's extraordinary training costs. Currently, the program reimburses up to 50% of the wages for up to 500 hours with a minimum wage as established by County. OJT youth participants shall be engaged in productive work in a job that: (1) provides knowledge or skills essential to the full and adequate performance of the job; (2) provides reimbursement to the employer for the extraordinary costs of providing the training and additional supervision related to the training; (3) is limited in duration to the time necessary for a participant to become proficient in the occupation for which training is being provided, taking into account the skill requirements of the occupation, the academic and occupational skill level of the participant, prior work experience, and the participant's individual service plan; and (4) is sponsored by an employer or employer association WIOA § 3(44) and in 20 CFR § 680.700.

5. Occupational Skills Training

Subrecipient shall provide occupational skills training which is defined as 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. Local areas must give priority consideration to training programs that lead to recognized postsecondary credentials that align with in-demand industry sectors or occupations in the local area. Such training must:

- a. Be outcome-oriented and focused on an occupational goal specified in the individual service plan;
- b. Be of sufficient duration to impart the skills needed to meet the occupational goal;
- c. Lead to the attainment of a recognized postsecondary credential; and
- d. Meet the quality standards in WIOA Section 123.

In order to enhance individual participant choice in education and training plans and provide flexibility to service providers, Individual Training Accounts (ITAs) for OSY,

ages 18 to 24, using WIOA youth funds, when appropriate. ITAs allow participants the opportunity to choose the training provider that best meets their needs. To receive funds from an ITA, the training provider must be on the Eligible Training Provider List as outlined in 20 CFR Sections 680.400 and 680.410.

ISY cannot use youth program funded ITAs. However, ISY between the ages of 18 and 21 may co-enroll in the WIOA Adult program if the young adult's individual needs, knowledge, skills, and interests align with the WIOA adult program and may receive training services through an ITA funded by the adult program.

6. Education Offered Concurrently with Workforce Preparation and Training for A Specific Occupation

Subrecipient shall provide an integrated education and training model that describes how workforce preparation activities, basic academic skills, and hands-on occupational skills training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster, or career pathway. While programs developing basic academic skills, which are included as part of alternative secondary school services and dropout recovery services, workforce preparation activities that occur as part of a work experience, and occupational skills training can all occur separately and at different times (and thus are counted under separate program elements), this program element refers to the concurrent delivery of these services which make up an integrated education and training model.

7. Leadership Development Opportunities

Subrecipient shall provide Leadership development opportunities that encourage responsibility, confidence, employability, self-determination, and other positive social behaviors such as:

- a. Exposure to postsecondary educational possibilities;
- b. Community and service-learning projects;
- c. Peer-centered activities, including peer mentoring and tutoring;
- d. Organizational and teamwork training, including team leadership training;
- e. Training in decision-making, including determining priorities and problem solving;
- f. Citizenship training, including life skills training such as parenting and work behavior training;
- g. Civic engagement activities which promote the quality of life in a community; and

- h. Other leadership activities that place youth in a leadership role such as serving on youth leadership committees, such as a Standing Youth Committee.

8. Support Services

Subrecipient shall provide supportive services that enable an individual to participate in WIOA activities and to secure and retain employment. Supportive services include but are not limited to transportation, child care, housing assistance, educational testing, professional work attire, books, school supplies and other necessary items for students enrolled in postsecondary education and linkages to community services and referrals to health care that are necessary to enable the youths to participate in activities. The rationale for supportive services must be documented on the ISP, case notes, and adherence to the provisions and requirements in the County's Supportive Services policy is required.

Subrecipient shall provide the Supportive Services policy, in original Microsoft Word file format, to the COUNTY administrative office by July 31, 2021 for review and approval.

9. Assessment Requirement

Subrecipient shall conduct the Test of Adult Basic Education (TABE), Comprehensive Adult Student Assessment Systems (CASAS), Basic English Skills Test (BEST), or Massachusetts Adult Proficiency Test (MAPT) objective assessment of the academic levels, skills levels, and service needs of each participant. This assessment shall include a review of basic skills, occupational skills, prior work experience, employability, interest, aptitudes, supportive service needs, and developmental needs for the purpose of identifying appropriate services and career pathways for participants. Assessments must also consider a youth's strengths rather than just focusing on areas that need improvement. The County of Orange reserves the right to identify an assessment tool in which the service provider must utilize.

10. CalJOBS

The Subrecipient shall utilize the EDD's CalJOBS data management system. CalJOBS is a web-based fully integrated system that supports the administration of the WIOA programs. CalJOBS is a statewide case management and reporting system that assists the public workforce development contributions of stakeholders and partners. The system aids the administration of WIOA programs to improve the quality of service delivery for job seekers and employers. Optimum use of this state data management and reporting system will be the Subrecipients responsibility, ensuring that all registered WIOA customers are tracked and reported. This includes the entry of individual participant data such as eligibility determination, demographics, activities, case notes, outcomes, and follow-up data. Timely data entry is required and must be entered within five (5) business days after the date of any individual activity. The Subrecipient will be responsible for identifying the strengths and weaknesses of processes used to collect and analyze quantitative and qualitative data regarding EDD's

CalJOBS System. The County will conduct ongoing monitoring to evaluate the Subrecipients use of CalJOBS. Failure to comply with the required use will result in corrective action and may result in revocation of CalJOBS access and contract termination.

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

System	Hardware Required	Software Required	Connectivity
Client Workstation	<p>Processor: PIII or higher</p> <p>Memory: 2 GB of RAM or higher</p> <p>Display: Super VGA (800 X 600) or higher-resolution video adapter and monitor</p>	<p>Operating System:</p> <p>Microsoft Windows 10 or higher</p> <p>Macintosh OS X v10.4.8 (Panther) or higher</p> <p>3rd-Party Software (described after table):</p> <p>Meadco ScriptX ActiveX 7.4/ Object¹/ Microsoft Silverlight 3²</p> <p>DynamSoft HTML5 Document Scanning</p>	<p>Minimum:</p> <p>Dedicated broadband or high-speed access, 380k or higher</p>
Staff/ Administrator Workstation	<p>Processor: PIII or higher</p> <p>Memory: 2GB of RAM or higher</p> <p>Display: Super VGA (800 X 600) or higher-resolution video adapter and monitor</p>	<p>Operating System:</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>3rd-Party Software (described after table):</p> <p>Meadco ScriptX ActiveX 7.4/ Object</p>	<p>Minimum:</p> <p>Dedicated broadband or high-speed access, 380Kbps or higher</p>

System	Hardware Required	Software Required	Connectivity
		Microsoft Silverlight 3 DynamSoft HTML5 Document Scanning	

Subrecipient shall:

- a. Ensure strict adherence to all federal, state 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 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 County of Orange.

11. Marketing and Outreach

The Subrecipient shall conduct outreach and recruitment activities that highlight the services and opportunities available for youth. The Subrecipient shall be expected to outreach to businesses, community and faith-based organizations, schools, other

governmental and community organizations. Outreach includes but not limited to identifying potential eligible youth, working with youth or other agencies to secure necessary documentation for eligibility.

All outreach and recruitment materials, press releases, printed or electronic material that reference elected officials, 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 Ready S.E.T. OC program. These materials must also include appropriate tagline consistent with the Ready S.E.T. OC branding standards. Must identify funding is made available through the U.S. Department of Labor Employment and Training Administration Workforce Innovation Opportunity Act (WIOA), Orange County Development Board.

Subrecipient shall provide marketing and outreach materials to the County administrative offices by July 31, 2021 and are subject to County's approval.

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.

Notice and communication requirements where materials indicate that the Subrecipient may be reached by telephone, 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.

Information and services accessed electronically shall be established by the Subrecipient policy and procedure which assures that the notice requirements of Title 29 CFR Part 38 are met.

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, website 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 Youth Program to make reasonable arrangements to ensure accessibility to this (meeting, workshop etc.).

12. Co-enrollment

Strategic co-enrollments are encouraged for maximum benefit to a program participant. Co-enrollment can increase program and participant success, maximize resources, enable greater efficiencies in service delivery, and align services with regional sector pathways. The Subrecipient shall be responsible for tracking the services and funding streams that pay the cost of services to youth who are participating in youth and adult programs concurrently to ensure no duplication of services.

13. Staffing Requirements

In performing the services procured by this contract, the Subrecipient must employ highly qualified and professional staff at all levels throughout the period of performance whose quality of work is reflective of the world-class workforce development system sought by the County.

- a. Staffing plan must detail the staffing structure, roles and responsibilities, and qualifications of the Subrecipients staff as well as the staff requirements and structure of any subcontracted partners. This should include education, career history, workforce development competencies and experience, staff position descriptions, and resumes;
- b. The management plan must demonstrate the overall structure of the proposed service delivery model and how that structure will be sufficiently managed. This should be inclusive of all established and proposed subcontracted relationships;
- c. The description should detail how the organization will develop and manage business relationships and successfully conduct employment placement and retention services; and
- d. The project timeline should include but not be limited to, hiring and training, service schedules, reporting timelines and other major activities related to the operation of these services.
- e. Case Managers are key to the success of the program. High-quality interaction between Case Managers and youth is critical to identifying barriers and helping individuals improve their education and employment opportunities. Case Managers must have appropriate qualifications and training to perform their jobs effectively. Subrecipient shall ensure that Case Managers' caseloads are no more than 1/50 participant ratio. Case Managers must be developed to share a common skillset and consistent message.

14. Incentives

Incentives may be provided to participants at the OCCR/OCWDB director's discretion.

15. 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-1 (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 10th of month.

E. TARGET POPULATION

The Subrecipient shall serve all eligible participants as defined by State law. Eligible participants must meet the Out-of-School Youth (OSY) and In-School Youth (ISY) eligibility criteria, have the legal right to work in the U.S., and have registered for Selective Services (if male 18 years of age or older).

1. An Out-of-School Youth is an individual who is:

- a. Not attending any secondary or postsecondary school (not including Title II Adult Education, YouthBuild, Job Corps, high school equivalency programs [exceptions in definitions], non-credit bearing postsecondary classes, dropout reengagement programs or charter schools with federal and state workforce partnerships).
- b. Age 16 - 24 years old;
- c. One or more of the following barriers:
 - i. A school dropout;
 - ii. A young adult who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter. School year calendar quarter is based on how a local school district defines its school year quarters;
 - iii. A recipient of a secondary school diploma or its recognized equivalent who is a low-income individual and is either basic skills deficient or an English language learner;
 - iv. An offender;
 - v. A homeless individual or a runaway;
 - vi. An individual who is in foster care or has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under section 477 of the Social Security Act, or in an out-of-home placement;
 - vii. An individual who is pregnant or parenting (custodial and non-custodial parent including non-custodial fathers);
 - viii. An individual with a disability;
 - ix. A low-income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment. Not more than five (5) percent may be solely eligible under this barrier [WIOA §129 (a)(3)(B)]. Subrecipient shall obtain OCDB approval prior to enrollment for any youth who needs to be enrolled based only on the additional assistance criterion to ensure no more than five percent enrollment.

2. An In-School Youth is an individual who is:

- a. Attending school, including secondary and postsecondary school;
- b. Age 14-21 years old (a youth with disabilities who is in an individualized education program at the age of 22 may be enrolled as an ISY [TEGL 21-16 and EC56026]);
- c. Low-income individual;
- d. Meets one or more of the following barriers:
 - i. Basic Skills deficient;
 - ii. An English language learner;
 - iii. An offender
 - iv. A homeless individual or runaway;
 - v. An individual in foster care or has aged out of the foster care system or who has attained 16 years of age and left foster care for kinship guardianship or adoption, a child eligible for assistance under section 477 of the Social Security Act, or in an out-of-home placement;
 - vi. Pregnant or parenting (custodial and non-custodial parent including non-custodial fathers)
 - vii. An individual with a disability;
 - viii. An individual who requires additional assistance to complete an educational program or to secure and hold employment. Not more than five (5) percent may be solely eligible under this barrier [WIOA §129 (a)(3)(B)]. Subrecipient shall obtain OCDB approval prior to enrollment for any youth who needs to be enrolled based only on the additional assistance criterion to ensure no more than five percent enrollment.

3. Low-income Exception

WIOA maintains a five percent low-income eligibility exception where five percent of Local Area participants who ordinarily would need to be low-income do not need to meet the low-income provision. However, because not all OSY are required to be low-income, the five percent low-income exception under WIOA is calculated based on the five percent of youth enrolled in a given year who would be required to meet the low-income criteria. To be considered eligible, individuals must be approved by the OCDB prior to registration. Service Providers shall maintain documentation for tracking these participants and delivery tracking systems and documentation.

4. Requires Additional Assistance Barriers to Employment shall be defined as Individuals who require additional assistance to complete an educational program, or to secure and hold employment, including an individual who has two or more of the following:

- a. Is an emancipated young adult.

- b. Has been referred to or is being treated by an agency for substance abuse-related problems.
- c. Has experienced a recent traumatic event, is a victim of abuse or resides in an abusive environment as documented by a school official or professional.
- d. Has a serious emotional, medical, or psychological problem as documented by a professional.
- e. Has never held a job (does not apply to youth seventeen (17) years of age and younger).
- f. Has been fired from a job within the 12 months prior to application (does not apply to youth seventeen (17) years of age and younger).
- g. Has never held a full-time job for more than 13 consecutive weeks (does not apply to youth seventeen (17) years of age and younger).
- h. Attends a continuation school.
- i. Is involved in gang-related activities.
- j. Has an incarcerated parent/legal guardian.
- k. Immigrant/refugee youth with substantial cultural barriers.

F. WIOA YOUTH OPERATION

The Subrecipient shall serve as a Youth Provider countywide except for Anaheim and Santa Ana which are governed by their own Workforce Boards. The WIOA Youth Program shall be called Ready Skills Education & Training Orange County (Ready S.E.T. OC).

1. Locations

The Subrecipient shall maximize funding and resources to provide youth services at convenient locations throughout the County. The locations shall be accessible to individuals with disabilities and conveniently located to public transportation systems. The County of Orange reserves the right to move the location of the youth program sites to meet the needs of Orange County. Subrecipient shall provide youth program services at the following locations:

- La Habra full youth program
- Garden Grove One-Stop full youth program
- Manchester Office Building (Justice-Involved) affiliate program
- Orangewood Foundation (Foster Youth) affiliate program

- Orange County Mobile Unit affiliate program
- Virtual WIOA Youth Program (Online) to be developed PY 21/22

2. Hours

All centers shall be fully staffed during all scheduled hours of operation Monday through Friday, excluding County observed holidays. The County reserves the right to set and modify hours of operation based on program demands that will most effectively serve the needs of the youth.

Hours of Operation (La Habra/Virtual)

Monday, Tuesday, Wednesday, & Friday	9:00 a.m. – 7:00 p.m.
Thursday	9:00 a.m. – 8:00 p.m.

Hours of Operation (Garden Grove One Stop)

Monday, Tuesday, Thursday, & Friday	9:00 a.m. – 6:00 p.m.
Wednesday	9:00 a.m. – 8:00 p.m.

Hours of Operation (Orangetown Foundation)

Monday to Friday	9:00 a.m. – 7:00 p.m.
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Hours of Operation (Manchester Office Building)

Monday to Friday	8:00 a.m. – 5:00 p.m.
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Hours of Operation (Mobile Unit) by appointment only

Monday to Friday	9:00 a.m. – 6:00 p.m.
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3. County Observed Holidays

The Subrecipient shall ensure service delivery is available throughout the holiday season. Closures are only authorized on County observed holidays.

County Holidays

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

4. Referrals

The County quality of service goal is to ensure that customers served by an Orange County Youth Subrecipient receive assistance commensurate with their individual needs, delivered by professional staff, resulting in the satisfaction that supersedes their expectations, and acknowledging that self-sufficient employment is the goal.

The County recognizes that such an approach places a premium on direct interaction with well-qualified workforce professionals. The customer flow and referral process ensure that customers who are identified, or who self-attest, as needing more focused assistance will have access to in-depth services, including academic and career counseling, to aid them in attaining employment. To ensure good stewardship of limited financial resources, the Subrecipient is responsible for ensuring that youth entering the Orange County youth centers receive the highest quality of customer support.

Subrecipient shall provide the flow chart of services to the COUNTY administrative offices by July 31, 2021 for review and approval.

It is imperative that the Subrecipient emphasize need-based differentiation in serving youth, endowing workforce professionals with the capability and duty to determine the best and most appropriate level of service for each youth. The Subrecipient shall ensure that youth entering their center receive the appropriate services and referrals.

Each participant or youth applicant who meets the criteria to be considered an eligible youth shall be provided:

- a. Information on the full array of applicable and/or appropriate services available through other eligible providers or One-Stop Partners;
- b. Referral to appropriate training and educational programs that have the capacity to serve the participant or youth applicant either on a sequential or concurrent basis.

The Subrecipient shall ensure that a youth applicant or participant who does not meet the enrollment requirements of the youth program or who cannot be served:

- a. Shall be referred for further assessment, as necessary and/or
- b. Referred to appropriate programs to meet the basic skills and training needs of the youth applicant.

The Subrecipient shall maintain tracking and documentation of all referrals made including, but not limited to the individual's name, the referral made, and the date of the referral.

5. Declared Emergency Requirements

In the event of a declared emergency by the County, State or Federal government, this Contract may be subjected to unusual requirements in support of the declared

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

6. 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 provides are within the provisions and guidelines of this contract and WIOA regulations.

G. TARGET PERFORMANCE GOALS

Subrecipient must identify a plan to manage performance on a monthly basis to ensure that performance metrics are adhered to for program compliance.

PY 2021 -22 Performance Goals		
WIOA Performance Indicators	Youth	Detail
Enrollments for ISY	No less than 114	New enrollments by June 30, 2022
Carry-in for ISY	36	Carry-in for ISY (as of 3/16/2021 may include additional carry in on July 1, 2021)
Enrollments for OSY	No less than 334	New enrollments by June 30, 2022
Carry-in for OSY	116	Carry-in for OSY (as of 3/16/2021 may include additional carry in on July 1, 2021)

Employment Rate 2nd Quarter After Exit	77.0%	The percentage of participants who are in unsubsidized employment during the second quarter after exit from the program (for Title I Youth, the indicator is the percentage of participants in education or training activities, or in unsubsidized employment during the second quarter after exit)
Employment Rate 4th Quarter After Exit	70.0%	The percentage of participants who are in unsubsidized employment during the fourth quarter after exit from the program (for Title I Youth, the indicator is the percentage of participants in education or training activities, or in unsubsidized employment during the fourth quarter after exit)
Median Earnings 2nd Quarter After Exit	\$4,000	The median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program
Credential Attainment within 4 Quarters After Exit	70.0%	The percentage of those participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who attain a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit from the program. A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program
Measurable Skills Gain	50.0%	<p>The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment. Depending on the type of education or training program, documented progress is defined as one of the following:</p> <ol style="list-style-type: none"> 1. Documented achievement of at least one educational functioning level of a participant who is receiving instruction below the postsecondary education level; 2. Documented attainment of a secondary school diploma or its recognized equivalent; 3. Secondary or postsecondary transcript or report card for a sufficient number of credit hours that shows a participant is meeting the State unit's academic standards; 4. Satisfactory or better progress report, towards established milestones, such as completion of OJT or

		<p>completion of one year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training; or</p> <p>5. Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks such as knowledge-based exams.</p>
<p>Effectiveness in Serving Employers</p>	<p>60.0%</p>	<p>Retention with the same employer - addresses the programs' efforts to provide employers with skilled workers</p>

H. DOCUMENTATION AND FILE MAINTENANCE

1. **Case Files** shall be maintained for every enrolled participant. Subrecipient shall have a physical file and an electronic file (e.g. CalJOBS electronic file). At a minimum, participant physical and electronic case files shall include documentation of the following:
 - a. Program eligibility and determination of need;
 - b. Client signature evidence of Equal Opportunity (EO) 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 Service Plan (ISP), including all updates of services provided, completed and signed by participant;
 - g. Completed resume for all participants;
 - 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**

Personal Identifiable Information (PII) and information designated as sensitive (both hardcopy and electronic) relating to services received by WIOA participants including information regarding medical and/or substance abuse treatments shall be subject to federal, state and County privacy/confidentiality guidelines.

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

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

3. **Security**

Subrecipient shall maintain all participant files in locked cabinets accessible only to authorized personnel. In addition, Subrecipient shall maintain an Information Technology (IT) usage policy and procedures to support security obligations regarding all confidential and sensitive information.

4. **Customer Satisfaction**

- a. Satisfaction surveys shall be made available to all individuals and employers by providing a paper or electronic survey via a format provided by Orange County Development Board. Subrecipient shall review and evaluate the data collected.
- b. Subrecipient shall communicate to their staff that meeting customer satisfaction and expectations is a primary goal. Therefore, all workforce development activities must be client centered.
- c. Subrecipient shall submit customer satisfaction results to the County on a quarterly basis.

I. INVOICES AND DUE DATES:

1. Invoices are due on the 10th of each month for previous month's expenditures in accordance with the OC Community Resources Contract Reimbursement Policy attached herein as Exhibit 5 of this Contract.
2. Due dates of project and program development activities will be project specific and will be determined at the time of the project assignment.

J. DELIVERABLES

Deliverable	Due Date
1. Copy of Lease / Rental Agreement for each location in which WIOA funds are being used to pay rent.	July 31, 2021
2. ADA Compliance Checklist for the primary location in WIOA services are being provided.	As needed
3. Outreach and Recruitment Plan	July 31, 2021
4. Identification of satellite and other secondary locations to provide services, including hours of operation	July 31, 2021 and ongoing as new sites are developed
5. Internal Monitoring Procedures and Schedule	August 31, 2021
6. Organizational Chart with contact information	July 31, 2021
7. Partner List	July 31, 2021
8. Flow Chart of Services	July 31, 2021
9. Supportive Services Policy	July 31, 2021
10. Description of Program Design including Assessments	July 31, 2021
11. List of workshops	July 31, 2021
12. OJT Training Contract	July 31, 2021
13. Nondiscrimination and EO Self-Assessment	December 31, 2021
14. Marketing Materials	July 31, 2021 and ongoing
15. Customer Satisfaction Survey Report	Quarterly
16. Letters of Agreement with partners for in-kind or cash match (leveraged resources).	July 31, 2021 and ongoing as new partnerships are developed.
17. Invoices (see Exhibit 5 for details regarding documentation)	By the 10 th of each month for preceding month
18. Description of and amount of leveraged resources	By the 10 th of each month for preceding month

19. Monthly Reports with Success Stories (at least 1 success story submitted per month)	By the 20 th of each month for preceding month
20. Staff Training / Capacity Building Plan	August 31, 2021
21. EO and Complaint Logs	January 10, 2022



PAYMENT/COMPENSATION

City of La Habra WIOA Youth Program Services July 1, 2021 – June 30, 2022

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to: **\$2,180,915** for 12-months (July 1, 2021 – June 30, 2022) as set forth in Attachment A (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 Contract Maximum Obligation specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

2. PAYMENTS:

Subrecipient agrees that any and all funds received under this Contract annually for each respective fiscal year shall be disbursed on or before June 30, and that any and all funds remaining as of June 30 annually, which have not been disbursed shall be returned by Subrecipient to County within thirty (30) days of the expiration or earlier termination of the Contract in accordance with Paragraph K of this Contract. No expense of Subrecipient will be reimbursed by County if incurred after June 30 of each fiscal year.

Upon the effective date of this Contract, County shall make payment to Subrecipient in accordance with the following payment schedule:

- A. Monthly Payments: Beginning August 1, upon receipt and approval by OC Community Resources – OC Community Services of Subrecipient's invoice showing prior month(s) actual expenditures, County shall make monthly reimbursement payments based on Subrecipient's invoice so long as the total payments under this Contract do not exceed the Contract Maximum Obligation.
- B. County Discretion: At the sole discretion of County, payments to Subrecipient may be made more frequently than monthly, but such payments shall always be in arrears and not in advance of the provision of services by Subrecipient.
- C. Invoices: Subrecipient shall provide monthly invoices by the 10th day following the month being reported. If the 10th falls on a weekend or holiday, the invoice/data report is due the next business day. Invoices shall show the most up to date costs chargeable to the program(s) referenced in this Contract and in accordance with the OC Community Resources Contract Reimbursement Policy for documenting Subrecipient costs, incorporated herein by reference as

Exhibit 5. Failure to provide any of the required documentation will cause County to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to Subrecipient, until such documentation has been received and approved by the County. All costs included on invoices must be eligible for reimbursement and allowable costs under WIOA and all applicable laws, regulations, and requirements set forth in Paragraph 68 (Compliance with Law – Contract) of this Contract.

- D. No payments will be made if any preceding months' data, reports, or invoices are outstanding, unless otherwise approved by the Administrator.
- E. No payments will be made for costs incurred by Subrecipient which are not "allowable costs" applicable to Subrecipient under 2 CFR Part 200.
- F. Whenever Subrecipient is not in compliance with any provision of this Contract, County's Project Manager, may withhold payment or a portion thereof until such time Subrecipient comes into compliance.
- G. County's Project Manager, also reserves the right to refuse and withhold payment to Subrecipient for later disallowed costs; or for any expenditure determined by County's Project Manager, not to be in compliance with this Contract, or unrelated to activities for which this Contract provides, or inappropriate to such activities; or for which there is inadequate supporting documentation presented; or for which prior approval was required but was either not requested or not granted. Payment to Subrecipient may be refused until County receives reimbursement from Subrecipient for any Subrecipient outstanding disallowed costs.
- H. Total Monthly Costs may exceed one-twelfth of the Maximum Obligation of County. Upon receipt of sufficient written justification from the Subrecipient, as determined in the sole discretion of the County's Project Manager, or designee, the Project Manager, has the discretion, in any given month, to pay over the monthly one-twelfth of the Maximum Obligation.

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 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rest with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when services do not meet the Contract requirements and/or are not eligible for reimbursement or allowable costs under WIOA and all applicable laws, regulations, and requirements set forth in Paragraph 68 (Compliance with Law – Contract) of this Contract.

Payments made by the County shall not preclude the right of the County from thereafter

disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

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

OC Community Resources
Attention: Accounts Payable
601 N. Ross St., 6th 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 in the Demand Letter/Invoice the following information:

- A. Subrecipient's name and address
- B. Subrecipient's remittance address (if different from A)
- C. Name of County Agency/Department
- D. County Contract Number – **MA-012-20011848**
- E. Master Agreement (MA) Number – **MA-012-20011848**
- F. Delivery Order (DO) Number
- G. Service Date(s) – Month of Service
- H. Deliverables/Service description (in accordance with Attachment A)
- I. Subrecipient's Federal Tax I.D. number
- J. Total Invoice Amount



BUDGET SCHEDULE
City of La Habra
WIOA Youth Program Services
July 1, 2021 – June 30, 2022

1. This total amount to be funded under this Contract for Youth Program Services shall not exceed \$2,180,915. 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 B-1; herein and corresponding project budgets shall be listed in Attachment C-1 herein.
2. Subrecipient's Budget:

In-School Youth (ISY)	
Direct Program	\$490,707.00
Indirect Cost	\$54,522.00
Total Contract	\$545,229.00
Leverage	\$10,000

Out-of-School Youth (OSY)	
Direct Program	\$1,472,118.00
Indirect Cost	\$163,568.00
Total Contract	\$1,635,686.00
Leverage	\$10,000

3. Subrecipients of WIOA funds are not required to claim indirect costs (to include administrative cost), however, in this contract the administrative costs are capped at 10%.
4. Subrecipient will keep track of expenditures to ensure that no more than 25% of the funding is spent on WIOA ISY and no less than 75% of the overall WIOA Youth contracted amount is spent on OSY.
5. Subrecipient shall ensure that no less than 30% of the budget be allocated for work experience.
6. Budget(s) contained in Attachment C-1 of this Contract are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2021 invoice(s),

the negotiated detailed budget must be submitted to the County for final approval. Budget template(s) will be provided by the County. In support of the monthly invoice, Subrecipient shall submit monthly Expenditure Reports on a form provided by, the Contract Administrator and will report actual costs. Invoices shall be submitted based upon the approved detailed budget(s).

7. 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 the Contract Administrator 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 Budget/Staffing Modification Request(s) from Contract Administrator prior to implementation by Subrecipient.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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).

- 13.** 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.
- 14.** 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

City of La Habra WIOA Youth Program Services July 1, 2021 – June 30, 2022

Title	FTE*
Employment & Training Manager	1.00
Program Coordinator	2.00
Intermediate Clerk	1.00
Case Manager	12.00
Job Developer	1.50
Work Readiness Trainer	1.50
Work Experience Support	1.50
TOTAL:	20.50

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



PERFORMANCE STANDARDS

City of La Habra WIOA Youth Program Services July 1, 2021 – June 30, 2022

PY 2021 – 22 Performance Goals		
WIOA Performance Indicators	Youth	Detail
Enrollments for ISY	No less than 114	New enrollments by June 30, 2022
Carry-in for ISY	36	Carry-in for ISY (as of 3/16/2021 may include additional carry in on July 1, 2021)
Enrollments for OSY	No less than 334	New enrollments by June 30, 2022
Carry-in for OSY	116	Carry-in for OSY (as of 3/16/2021 may include additional carry in on July 1, 2021)
Employment Rate 2nd Quarter After Exit	77.0%	The percentage of participants who are in unsubsidized employment during the second quarter after exit from the program (for Title I Youth, the indicator is the percentage of participants in education or training activities, or in unsubsidized employment during the second quarter after exit)
Employment Rate 4th Quarter After Exit	70.0%	The percentage of participants who are in unsubsidized employment during the fourth quarter after exit from the program (for Title I Youth, the indicator is the percentage of participants in education or training activities, or in unsubsidized employment during the fourth quarter after exit)
Median Earnings 2nd Quarter After Exit	\$4,000	The median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program
Credential Attainment within 4 Quarters After Exit	70.0%	The percentage of those participants enrolled in an education or training program (excluding those in on-the-job training (OJT) and customized training) who attain a recognized postsecondary credential or a secondary school diploma, or its recognized equivalent, during participation in or within one year after exit

		from the program. A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education or training program leading to a recognized postsecondary credential within one year after exit from the program
Measurable Skills Gain	50.0%	<p>The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains, defined as documented academic, technical, occupational, or other forms of progress, towards such a credential or employment. Depending on the type of education or training program, documented progress is defined as one of the following:</p> <ol style="list-style-type: none"> 1. Documented achievement of at least one educational functioning level of a participant who is receiving instruction below the postsecondary education level; 2. Documented attainment of a secondary school diploma or its recognized equivalent; 3. Secondary or postsecondary transcript or report card for a sufficient number of credit hours that shows a participant is meeting the State unit's academic standards; 4. Satisfactory or better progress report, towards established milestones, such as completion of OJT or completion of one year of an apprenticeship program or similar milestones, from an employer or training provider who is providing training; or 5. Successful passage of an exam that is required for a particular occupation or progress in attaining technical or occupational skills as evidenced by trade-related benchmarks such as knowledge-based exams.
Effectiveness in Serving Employers	60.0%	Retention with the same employer - addresses the programs' efforts to provide employers with skilled workers



Attachment F-1

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 2017-2020.

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 676,677and 678.
- B. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules/WIOA 20CFR Part 676,677and 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.
- G. In accordance with the requirements of 2 CFR 200.330 (Subrecipient and Contractor determination) and for the purpose of this Contract, City of La Habra is determined to be a Subrecipient.

III. FEDERAL AWARD IDENTIFICATION

FAIN INFORMATION					
A.	Subrecipient Name:		City of La Habra		
B.	Subrecipient's Unique Identifier (D-U-N-S):		094714938		
C.	Federal Award Identification Number (FAIN):		See Table in F		
D.	Federal Award Date:		See Table in F		
E.	Subaward Period of Performance:		July 1, 2021 – June 30, 2022		
F.	Total Amount of Federal Funds Obligated by the Action:		\$2,180,915		
	CFDA	FAIN	Award Date	Formula Funds	Amount
	17.259	AA-34757-20-55-A-6	5/27/2020 – 06/30/22	WIOA Youth (In-School- and Out-of-School)	\$1,100,000
	17.259	Pending	Pending	WIOA Youth (In-School and Out-of-School)	\$1,080,915
	TOTAL:				\$2,180,915
G.	Total Amount of Federal Funds Obligated to the Subrecipient:		\$2,180,915.00		
H.	Total Amount of the Federal Award:		\$2,180,915.00		
I.	Federal Award Project Description:		Provide youth program services for In-School and Out-of-School youth		
J.	Federal Awarding Agency:		Department of Labor		
K.	Name of PTE:		Employment Development Department and County of Orange		
L.	Contact Information for the Awarding Official:		Carma Lacy, Executive Director		
	Phone Number:		(714) 480-6420		
	E-mail Address:		Carma.Lacy@occr.ocgov.com		
M.	CFDA Number:		17.259		
	CFDA Name:		WIOA Youth Activities		
N.	Whether Award is R&D:		No		
O.	Indirect Cost Rate for the Federal Award:		De minimis rate of 10%		