



THIRD AMENDMENT TO CONTRACT # 13-28-629319-WIA
BETWEEN THE
COUNTY OF ORANGE
AND
PROPATH, INC.
FOR
WIA EMPLOYMENT AND TRAINING SERVICES

This AMENDMENT to CONTRACT #13-28-629319-WIA, hereinafter referred to as "Third Amendment," is made and entered into or upon execution of all necessary signatures between the COUNTY of Orange, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and ProPath, Inc., located at 785 Tucker Rd. Ste. G. #392, Tehachapi, California 93561, hereinafter referred to as "CONTRACTOR," which are sometimes individually referred to as "PARTY", or collectively referred to as "PARTIES".

RECITALS:

WHEREAS, COUNTY and CONTRACTOR entered into CONTRACT Number 13-28-629319-WIA (hereinafter referred to as "Original CONTRACT"), for provision of WIA Employment and Training Services to Adults and Dislocated Workers, commencing on July 1, 2013 and expiring on June 30, 2014 in the amount of \$1,192,825; and

WHEREAS, on September 6, 2013, the PARTIES authorized the execution of the First Amendment to the Original Contract to amend the "Budget" replacing Exhibit D with Exhibit D-1; and had Exhibit B "Statement of Work" and Exhibit C "Performance Standards" replaced with Exhibits B-1 and C-1; the net change to the contract was \$0; and

WHEREAS, on January 7, 2014 the PARTIES authorized the execution of the Second Amendment to increase Contract by \$88,144.00 and replace Exhibit D-1 "Budget" with Exhibit D-2; and

WHEREAS, the PARTIES desire to replace Exhibit B-1 "Statement of Work" and with Exhibit B-2; and

WHEREAS, the PARTIES desire to replace Exhibit C-1 “Performance Standards” with Exhibit C-2; and

WHEREAS, the COUNTY desires to increase the contract by an additional monetary amount of \$64,226.00 for a new maximum obligation of \$1,345,195.00; and replace Exhibit D-2 “Budget” with Exhibit D-3;

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

1. Exhibit B-1 “Statement of Work” is replaced with Exhibit B-2
2. Exhibit C-1 “Performance Standards” is replaced with and Exhibit C-2.
3. Exhibit D-2, “Budget”, is replaced with Exhibit D-3.

Except as otherwise expressly set forth herein, all terms and conditions contained in the Original CONTRACT, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto have executed this Third Amendment on the dates with their respective signatures below:

***ProPath, Inc.**

By: *David Baquerizo*

By: _____

Name: David Baquerizo
(Print)

Name: _____
(Print)

Title: President

Title: _____

Date: 3/14/2014

Date: _____

*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: _____
Chair of the Board of Supervisors

Date: _____

By: *David R. Proathes*
March 13, 2014

DEPUTY COUNTY COUNSEL

STATEMENT OF WORK COMPREHENSIVE ONE-STOP and BUSINESS SERVICES

V. COORDINATION

A. General Overview

The Workforce Investment Act of 1998 (WIA) clearly identifies the One-Stop System as the service delivery system for programs funded under the WIA and its partner programs.

The Orange County One-Stop System is a collaboration of organizations and agencies that are responsible for administering workforce investment, educational, social services and other human resource programs and funding streams that provide assistance to customers receiving services through the Orange County One-Stop Centers.

CONTRACTOR shall serve as the operator of the Comprehensive One-Stop Center for the Southern Region as outlined within this Exhibit. CONTRACTOR shall also serve as the operator of the Northern and Southern Region Satellites. CONTRACTOR shall provide a comprehensive menu of programs and services as required by the WIA.

WIA is not an entitlement program, and selection for participation in this program is a decision based upon an assessment of the participant's needs, interests, abilities, motivation, and prospect for successfully completing the program. In accordance with local policies and procedures, prioritization of services is also taken into consideration.

To comply with the requirements of this Agreement, CONTRACTOR shall deliver workforce development services to One-Stop Center dislocated workers. Services that must be made available to One-Stop customers are outlined in Section III. Enhanced supportive services and training opportunities shall be funded and made available to enrolled participants. Services to adults and special populations shall be provided through an ancillary contract.

B. Service Delivery Area

- 1. Services in the Northern Region** shall be offered through the One-Stop Center Westminster and the Satellite center in Buena Park. Job seeker services shall be provided to residents of the following cities: Anaheim-Independencia, El Modena, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Los Alamitos, Midway City, Seal Beach, Stanton, and Westminster.

C. One-Stop Center Partner Responsibilities

1. CONTRACTOR shall participant in **Partner Staff Training** that is coordinated by the One-Stop Operator. Cross-training of all appropriate Center staff shall occur no less than once each Quarter so that, to the extent possible, positions at any One-Stop location can be overseen by any given partner agency in the event that a specific partner is unavailable. All Partners should understand each other’s programs and services, including service related terminology, front desk operations and the identification of common resources.
2. CONTRACTOR shall participate in **Quarterly Partner Meetings** that are facilitated by the One-Stop Operator. The purpose of these meetings is to discuss resources, special events, planned activities, etc. as well as to share best practices
3. CONTRACTOR shall participate in **Manager’s Stakeholder Meetings** that are facilitated by the One-Stop Operator. Focus of meetings shall be to discuss best ways to leverage available resources, avoid duplication of services, discuss operational issues, and ensure that there is an increase in effectiveness and efficiency in the delivery of services. Staff shall also identify potential problems and contributing factors with an evaluation of options for problem solving such as the customer satisfaction surveys.
4. CONTRACTOR shall submit **Monthly Activities Reports** which include, but are not limited to, a summary of all noteworthy activities including attendance at meetings – internal and external, conferences, seminars and special events (including costs incurred), tours given, presentations made, partnerships developed, collaboration on grant applications, and staff training.

VI. SERVICE STANDARDS

A. Hours of Operation and Schedules

1. **Operational Hours** shall be mandated by the OCWIB. Hours of operation shall effectively serve the needs of its customers. The center(s) shall be fully staffed during all scheduled hours of operation. In order to accommodate this, CONTRACTOR shall stagger staff schedules, as necessary, and coordinate scheduling with co-located partners. CONTRACTOR shall provide extended hours Monday through Thursday in addition to Saturday mornings. Workshops and other activities such as partner events or community events shall also be scheduled during these hours.

Hours of Operation (Comprehensive Center)	
Monday – Thursday	8:00 a.m. – 7:00 p.m.
Friday	8:00 a.m. – 5:00 p.m.
Saturday	8:00 a.m. – 12:00 p.m.

Satellite offices shall be open for business Monday to Friday from 8:00 a.m. to 5:00 p.m.

2. **Holiday Operation Schedules** shall ensure that arrangements are made to keep full service delivery available throughout the year with limited closings as detailed below for the following 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 Observed	Lincoln's Day
Thanksgiving Day	President's Day
Day after Thanksgiving	Memorial Day

B. General Staffing Requirements

1. There shall be the requisite number of staff hired by the CONTRACTOR and approved by the OCWIB to operate program services as provided for in the budget attached to this contract. The budget reflects the maximum level of staffing and the fringe benefits approved for reimbursement. **Any staffing changes, or staff increases not identified in the budget must be submitted to OCWIB for approval.**
2. CONTRACTOR shall be responsible for filling any vacancies, which may occur during the term of this Agreement in order to ensure the continuous and efficient delivery of services to customers. CONTRACTOR shall fill vacancies with individuals with the appropriate experience and levels of education required for the job.
3. CONTRACTOR shall provide a copy of Exhibit B (Statement of Work) to all program staff and a copy of the contract fiscal requirements to all fiscal staff. CONTRACTOR shall require all staff to sign a statement indicating that they have received the applicable sections of this Agreement and have reviewed and understand the contractual requirements and programmatic objectives.
4. CONTRACTOR shall ensure that all reception and support staff has received training in customer service, communication skills, and proficient computer skills (Windows and Microsoft Office). Reception and support staff shall have a complete understanding of the services that are provided by the One-Stop Center Operator as well as the co-located partners.

C. Workforce Professional Staffing Requirements

1. CONTRACTOR staff shall be customer-oriented professionals who are knowledgeable about providing workforce development services to difficult to serve

populations. Staff shall be able to build one-on-one working relationships with customers to aid in eliminating challenges that are hindrances to obtaining and retaining employment. Services provided in small groups shall also be considered to maximize staffing efficiencies and available resources.

- 2.** Staff shall be fully trained and have current knowledge of WIA regulations and requirements, CWSN, OCWIB policies and procedures, local labor market information, industry clusters, career pathways and demand occupations, customized, on-the job, and hybrid training, and local resources that are available to assist clients seeking training and/or vocational services.
- 3.** Staff shall have an understanding of all Department of Labor TEGLS, State EDD Directives/Information Notices, California Department of Aging (CDA) Program Memos and Bulletins, and OCWIB Policies and Procedures. Staff shall be informed of any new guidance, as it is released. All directives and policies shall be discussed during regular One-Stop staff meetings.
- 4.** Career Consultants shall be cross trained in WIA Adult and Dislocated Worker Programs in addition to discretionary/specialized programs to best leverage available funding and to maximize service provision. Career Consultants shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. All Career Consultants shall be proficient in performing all of the following duties:
 - a.** Conduct outreach, recruitment and eligibility determination to a targeted population;
 - b.** Conduct objective job skills assessment for eligible customers to ensure appropriate evaluation;
 - c.** Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
 - d.** At minimum, develop a CWSN résumé for every enrolled customer;
 - e.** Provide intensive case management to all customers (including those in training) in all areas related to gaining/retaining employment and career advancement;
 - f.** Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;
 - g.** Maintain regular contact with customers (at a minimum of once every thirty (30) days);
 - h.** Maintain documentation for regulatory and contractual compliance, and maintain detailed case files and complete all required MIS, statistical and performance reports, as outlined in Section V;
 - i.** Develop relationships with all training providers and partner agencies;
 - j.** Provide specific guidance in transferable skills for all clients transitioning between industry clusters;
 - k.** Use LMI data to coach clients so that they may make informed decisions;
 - l.** Have a comprehensive understanding of LMI trends, demand occupation criteria and the OCWIB's Approved Training Partner Directory (ATPD);

- m. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the customer;
 - n. Provide job development and assist customers in job placement;
 - o. Provide retention and follow-up services for a twelve (12) month period, with follow-up commencing immediately after employment begins;
 - p. Utilize CWSN for documenting job seeker and employer services and activities.
5. CONTRACTOR shall be proactive in requiring staff to adopt customer service principles targeted toward achieving high customer satisfaction and which meet customer 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. CONTRACTOR shall have established procedures for progressive discipline, including verbal and written warnings leading up to termination. CONTRACTOR must also respond to and correct OCWIB concerns regarding under-performing staff. **CONTRACTOR's Progressive Discipline Policy shall be submitted to the OCWIB administrative office by August 30, 2013.**
6. CONTRACTOR shall ensure that all Career Consultants attain a Professional Certification through a course identified by the OCWIB, no later than December 31, 2013. New staff shall complete the training within six (6) months of hire. **Proof of certification shall be submitted to the OCWIB administrative office by December 31, 2013.**
7. CONTRACTOR shall be required to attend industry related conferences as recommended by the OCWIB.

D. Caseload Requirements

1. CONTRACTOR shall maintain caseloads at no less than 100 active cases per Full Time Career Consultant throughout the program year. This caseload shall include those in registered core, intensive and training activities. The OCWIB shall not consider exited clients or clients with gaps in service as active. The ratio shall be applicable for all programs – both WIA funded and non-WIA funded. Staff shall be cross trained to better leverage resources.
2. Should caseloads fall below the thresholds established by the OCWIB, CONTRACTOR shall meet with the Career Consultant to identify problems and to set up new strategies. Low caseloads shall be increased accordingly.

E. California Workforce Services Network (CWSN)

CWSN is a web-based fully integrated system that will support the administration of the Workforce Investment Act and Wagner- Peyser programs. CWSN will replace the

existing Job Training Automation (JTA) and CalJOBS systems. CONTRACTOR will be required to use CWSN, at minimum, for recording and tracking job seeker and employer services and activities. The implementation of CWSN for WIA has not been scheduled.

CONTRACTOR will be responsible for the following hardware and software specifications for client and staff computer workstations utilizing CWSN:

System	Hardware Required	Software Required	Connectivity
Client Workstation	Processor: PIII or higher Memory: 128 megabytes (MB) or RAM or higher Display: Super VGA (800 x 600) or resolution video adapter and monitor	Microsoft Windows 2000 / Microsoft Window XP / Microsoft Windows Vista / Macintosh OS X v10.3 (Panther) or higher Recommended: Microsoft Internet Explorer 6 or higher / Firefox 1.5 or higher	Minimum: 56 kbps Recommended: Dedicated broadband or higher speed access, 380k or higher
Staff Workstation	Processor: PIII or higher Memory: 128 MB for RAM or higher Display: Super VGA (800 x 600) or resolution video adapter and monitor	OS: Microsoft Windows 2000 / Microsoft Window XP / Microsoft Windows Vista / Macintosh OS X v10.3 (Panther) or higher Browser: Microsoft Internet Explorer 6 or higher / Firefox 1.5 or higher / Safari JAWS for Windows software for visually impaired access (optional)	Minimum: Dedicated broadband or higher speed access, 380Kbps or higher

F. Communication, Distributed Material and Postings, and Physical and Program Access Standards

1. All outreach and recruitment materials shall be submitted to the OCWIB administrative office for approval. The OCWIB will require a minimum of three (3) working days to review. **All published material shall promote the Orange County One-Stop System.** CONTRACTOR may keep their logo on the site but it should be secondary to the OCWIB logo.
2. All logos and naming conventions shall be provided by the OCWIB 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 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. All marketing material shall be submitted to the OCWIB administrative office for approval, prior to use.

4. Notice and communication requirements where materials indicate that the CONTRACTOR may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the CONTRACTOR shall be indicated. If the CONTRACTOR does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative. [29CFR Part 37; WSD 10-1; 10-OCWDA-08 and Addendum #2 to 10-OCWDA-08]
5. Information and services accessed electronically shall be established by the CONTRACTOR policy and procedure which assures that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD10-1; 10-OCWDA-08 and Addendum #2 to 10-OCWDA-08]
6. Distributed publications, broadcasts, and other communications, which promote WIA programs or activities, shall include the following specific taglines:
'This WIA 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.'

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

'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. CONTRACTOR 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 and Vietnamese. Participant acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish and Vietnamese. [WSD10-1; 10-OCWDA—08 and Addendum #2 to 10-OCWDA-09; WSD 08-4; 08-OCWDA-17 and Addendum #2 to 08-OCWDA-17].
8. **Original working files of all marketing and collateral materials must be submitted to the OCWIB no later than August 30, 2013.** All future working files shall be submitted upon final approval by the OCWIB.

G. Internal Monitoring

CONTRACTOR shall be responsible for internal monitoring of their fiscal/procurement and program operations which includes, but is not limited to, a quality assurance system to review case files, including CWSN electronic files, IEPs, crystal report rosters, gaps in service delivery, performance outcomes, follow-up activities, property management, purchases, expenditures and invoices, federal and state requirements for universal access to program and activities (including access for individuals with disabilities). Quality and consistency of services between Career Consultants and One-Stop Centers is essential.

1. **CONTRACTOR shall review a minimum of ten percent (10%) of the active caseload and five percent (5%) of exited caseload on a monthly basis.** Internal monitoring shall include a process to address findings, corrective actions and follow-through of corrective action plans. **Following the completion of each internal monitoring, CONTRACTOR shall verify completed reviews, maintain a list of those files reviewed, and be able to produce the same upon request by the OCWIB administrative office.**
2. CONTRACTOR shall take timely corrective action measures as a result of findings identified through federal, state and COUNTY monitoring. Repeat and systemic findings identified in any federal, state and COUNTY compliance monitoring may result in a possible reduction in funding and/or other sanctions issued by the OCWIB.
3. CONTRACTOR shall hire a Total Quality Management (TQM) Specialist. The TQM Specialist is neither an Eligibility Technician nor a Support Clerk who processes MIS paperwork. The TQM Specialist provides a comprehensive and structured approach to organizational management that seeks to improve the quality of products and services through ongoing refinements in response to continuous feedback. The focus of this position is based on quality management from the customer's point of view. Therefore, the intent of this position is to:
 - a. Conduct routine and non-routine analyses of customer service flow, program deliver, case management strategies and tools, Business process and service improvement.
 - b. Interpret results of customer satisfaction surveys and comments, perform visual inspections of system service flows, training outcomes, consistency in the delivery of services between Career Consultants such as referrals to training, supportive services.
 - c. Participate in industry wide forums to learn about best practices, improvements in service delivery, recommend corrective actions, implement process improvements.
 - d. Supply quality control data necessary for regulatory submissions.
 - e. Write and implement policies and procedures.
 - f. Write and implement standard operating procedures.
 - g. Prepare manuals and document process of each position and service

H. Documentation and File Maintenance

1. **Case Files** shall be maintained for every enrolled customer. At a minimum, the case file and CWSN electronic file, as applicable, shall include documentation of the following:
 - Program eligibility/determination of need;
 - Customer signature evidence of EO and programmatic grievance forms;
 - All source documents needed for validation (as referenced in OCWIB Policy 10-OCWDA-04, Information Notices WSIN 10-76, RWSD 09-8; and WSIN 09-40, and OCWIB Policy 10-OCWDA-03);
 - All MIS forms as outlined in Section V of this Exhibit;
 - Initial and/or Comprehensive Assessments, as applicable;
 - Individual Employment Plan (IEP), including all updates of services provided and completed;
 - Completed résumé within two weeks of customer being enrolled into core services;
 - Approved Individual Training Account (ITA) voucher (if applicable);
 - Progress reports, time and attendance if receiving WIA funded training. For non-WIA funded training, CONTRACTOR shall require the customer to provide attendance verification from the school as a condition of receiving other WIA services;
 - Printed case management notes showing provision of all substantial services provided.

2. **Confidential Information** relating to services received by WIA customers including information regarding medical and/or substance abuse treatments shall be subject to federal and state privacy/confidentiality guidelines. Access and release of records shall be in accordance with applicable guidelines. Staff shall be trained regarding the proper treatment, release and security of the records. All staff shall follow the guidelines on the OCWIB release of information form and shall obtain an original of the form prior to releasing information to anyone other than the participant.

3. **Security:** CONTRACTOR shall maintain all customer files in a locked cabinet accessible only to authorized personnel. Emails containing Personally Identifiable Information (PII) must be transmitted through secure emails.

I. Customer Service and Client Satisfaction

1. CONTRACTOR shall take part in the qualitative evaluation of services through the distribution and collection of customer satisfaction surveys as defined in OCWIB Informational Notice 04-OCWDA-22. Surveys shall be available throughout the Center's resource room and shall also be installed on the computers in each One-Stop Center location.

2. Surveys will be provided to the OCWIB for review and approval **no later than 10 business days prior** to deployment.

3. CONTRACTOR shall communicate to their staff and the staff of the co-located partners that meeting customer satisfaction and expectations is a primary goal of the OCWIB.
4. CONTRACTOR shall review and evaluate the data collected and shall be responsible for corrective action(s) with respect to survey findings or trends related to the services provided under this Agreement. Survey results shall be made available to the OCWIB upon request.
5. CONTRACTOR agrees to be proactive in requiring staff to adopt customer service principles targeted toward achieving high customer satisfaction and which will meet customer expectations in the delivery of services under this Agreement. This may include in-service training, disciplinary actions, role modeling, case studies, and such other techniques and strategies applicable to fostering continuous improvement principles and customer satisfaction.
6. CONTRACTOR shall work with the Employment Development Department (EDD) staff to ensure that customer specific services are provided. Contractor shall meet with the EDD staff for suggestions on how to improve participant services. This may include placing more staff in the Center's resource room on those days and during those hours when the flow of customers is very heavy.
7. **CONTRACTOR shall provide a quarterly report summarizing the results of the customer satisfaction surveys to the OCWIB administrative office.**
8. **CONTRACTOR shall provide at least one (1) testimonial per center location each month from job seeker customers and/or business customers (totaling 5 testimonials per month). Examples of testimonials may be a customer success story or a letter from a customer.**

J. Organizational Chart:

1. CONTRACTOR shall maintain an organizational chart along with corresponding job descriptions and the specific duties assigned for each associated individual. Duty descriptions shall be included for every individual funded by WIA, in whole or in part.
2. **CONTRACTOR shall coordinate their organizational structure and job descriptions with the One-Stop Operator.** Job descriptions and associated assignments are subject to OCWIB approval.

K. Labor Market Information: CONTRACTOR is required to gather, understand and provide relevant and useful labor market information to businesses and job seekers. The OCWIB has a wealth of labor market information sources available to the One-Stop System, and CONTRACTOR shall use these sources to assist job seekers in making informed decisions about job training and career pathways. In addition, CONTRACTOR shall use said sources to provide enhanced business and job seeker

services. It is the CONTRACTOR's responsibility to have on hand at all times current, relevant and useful labor market information.

VII. SERVICE DELIVERY

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

A. Target Population

Outlined target population shall be served, tracked and monitored by the CONTRACTOR 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 WIA eligibility, including the priority of services categories, identified in OCWIB Policy 10-OCWDA-01; 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; mature workers (55+); older youth; homeless or at risk for homelessness; or other special needs populations.
4. Individuals who reflect the demographics of the region; for example, if it is ethnically diverse, CONTRACTOR shall strategize how to best deliver services to those eligible within that population group. CONTRACTOR shall provide services in English, Spanish and Vietnamese. Other languages may be necessary and made available if needed. CONTRACTOR shall serve all areas of the region and shall have the capacity to outreach and recruit for the entire region, as identified in Section I.B.;
5. Target population served by special projects include, but are not limited to Senior Employment programs, Welfare to Work programs, National Emergency Grants, 25% Additional Assistance Grants, Veterans, Offenders, and other industry cluster occupation programs; and
6. Former WIA customers in need of continued services including retention and follow-up.
7. Local businesses and employers.

B. Customer Recruitment

1. CONTRACTOR shall recruit and certify as eligible, sufficient numbers of WIA dislocated workers and discretionary grant customers, in numbers necessary to meet planned enrollment and expenditure levels and outlined in Exhibits C and D, respectively.
2. CONTRACTOR may recruit customers via any of the following, such as:
 - a. Customers 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 WIA awareness to various groups in the community;
 - h. Out-stationing staff, as appropriate, at other locations in the County in accordance with requests from the OCWIB; and
 - i. Entry into non-financial agreements for mutual referrals between the CONTRACTOR and other partner agencies.

CONTRACTOR shall submit a WIA Recruitment Plan to the OCWIB administrative office by August 30, 2013.

C. Universal Services

1. **Registration** shall be completed for all customers of the One-Stop System. CONTRACTOR shall be responsible for collecting and reporting all registration information into CWSN. Data collected at time of registration shall include all required elements noted in these policies (such as customer'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. **Core Services** are universally accessible to all individuals through the One-Stop System, regardless of eligibility status. Direct placement shall be 15%.
 - a. **Core Self – (Informational Services)** must be accessible to all individuals through the local One-Stop System, having no requirements for registration, eligibility, qualifications or prioritization of services:
 - i. Determination of whether the individual is eligible to receive WIA services as well as referral for services offered by other One-Stop Center partner agencies;
 - ii. Outreach, intake and orientation to the other services available through the One-Stop System;

- iii. Initial assessment of skill levels, aptitudes, and supportive service needs.
- iv. Job search tools available in the Center's resource room;
- v. Provision of accurate information on community resources including supportive services;
- vi. Information on the eligibility requirements for all partner employment and training programs;
- vii. Local, regional and statewide labor market information;
- viii. Information on financial aid for education as well as scholarship opportunities that are not funded under WIA;
- ix. Provisions of information regarding filling claims for unemployment compensation;
- x. Information on certified education and training providers as well as program cost and local performance outcomes of service providers;
- xi. Provision of information regarding how the local area is performing on the local performance measures and any additional performance information with respect to the one-stop delivery system in the local area and;
- xii. Informational Workshops, as described below.

b. **Core Registered – (Staff Assisted Services/WIA Registration required)** are defined as services that are individualized, go beyond the self-services, and are provided on a one-on-one basis or a small group setting with the assistance of a staff member. Staff-assisted core services are designed for those job seekers who may not be job-ready, and are in need of a more customized and hands-on approach to identifying job seeking or occupational skill needs. Although additional staff assisted core services may be available the following are mandatory staff assisted core services that must be accessible to all individuals through the local One-Stop System.

- i. Staff assisted job search assistance, job referral , career counseling;
- ii. Staff assisted assessment, job placement assistance, and other services (testing and background checks); and
- iii. Staff assisted job development (working with employers and job seekers) and staff assisted workshops and job clubs.

3. **Resource Room** shall house computers with internet access and email capability, Microsoft Office Suite, résumé 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. Set-up of the Resource Room shall be the responsibility of the One-Stop Operator.

a. **Staffing** shall be the joint responsibility of the One-Stop Operator and the CONTRACTOR. This responsibility should also be shared by staff from partnering agencies. 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, OJT, customized and hybrid training, job information and/or refer customers to other agencies. Staff shall also be able to assist customers in using photocopying and fax machines as well as computers and accessing the internet. **CONTRACTOR shall schedule 25% of each Career Consultants' time to work in the Resource Room. Partner's time should also be included to ensure adequate coverage.**

4. **Initial Assessments** may be self-service or staff-assisted. The assessment may be Internet based using an assessment tool identified by the CONTRACTOR, which may include CWSN assessment tools. CONTRACTOR shall provide a copy of the tool(s) to the OCWIB Administrative office. Assessment tools shall assist the individual in identifying the appropriate employment or training area which best suits their abilities and needs.
5. **Informational Workshops** shall be developed and facilitated by CONTRACTOR, **except as directed otherwise by the OCWIB**, and shall be made available to all One-Stop customers. Workshops shall augment individualized service and provide the customers with the knowledge and skills necessary to identify potential job prospects, fill out an application, or construct a resume. Additional workshops shall help customers gain marketable skills to ensure successful job retention. Customers shall not be required to attend workshops in any particular sequence. **CONTRACTOR shall submit each workshop curricula to the OCWIB administrative office by August 30, 2013.**

a. **Topics for Workshops** may include, but are not limited to:

- Get to Know Your One-Stop Center
- How to Write a Cover Letter and Resume
- Interview Techniques and Tips
- Discover Your Transferable Skills
- Overcoming Barriers to Employment
- How to Use the Internet in Your Job Search
- Accessing the Hidden Job Market
- Networking
- Labor Market Information
- Job Offer Negotiation
- Basic Computer Skills
- Business Writing Skills
- Personal Financial Management
- Interpersonal Communication at Work
- Navigating Technology at Work
- Valuing Diversity at Work
- Decision Making and Goal Setting
- Stress Management
- Introduction to CWSN

Master Workshop Schedule shall accommodate customers who may attend school or work during the day, leaving evenings or Saturdays as their only time available. Therefore, as demand dictates, workshops shall be offered to accommodate customers requiring non-traditional hours. **CONTRACTOR shall coordinate workshops through the One-Stop Operator for inclusion on the monthly workshop and events calendar.**

6. **Services for Persons with Disabilities:** CONTRACTOR 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. **All CONTRACTOR staff shall be required to attend training in program access for individuals with disabilities and access to employment programs and services for the disabled.**

7. **Universal Services Monthly Report** shall include cumulative data on universal services provided at the One-Stop Center. Collected data shall include number of total visitors, total unique visitors and a breakdown of the number of customers attending workshops, listed by workshop title. **CONTRACTOR shall coordinate universal services data with the One-Stop Operator.**

D. Services for Enrolled Program Customers

Availability of funds in conjunction with individual need and eligibility guidelines, including the Prioritization of Service Policy 10-OCWDA-01 shall determine the combination of services appropriate for individual customers. Minimum enrollments of each priority group have been established, as indicated in Section III. B. 1.

1. **Customer Service Term:** To ensure expedient and efficient service to customers, all enrolled customers shall be served and exited from the system within ten (10) months. For customers requiring additional service time, CONTRACTOR shall submit a request for a waiver to this provision no later than 20 business days before the intended exit date to the OCWIB. The waiver request must include a thorough justification with the new intended exit date written on CONTRACTOR letterhead.

2. **Eligibility** for WIA services shall be conducted in a manner that will satisfy state and federal requirements. CONTRACTOR shall examine originals and or copies of documents, as appropriate, to establish the eligibility of customers and shall make copies of documents necessary to substantiate the eligibility of customers seeking WIA services which documents shall be placed in the customer's files.
 - a. CONTRACTOR shall ascertain the selective service registration of any male over the age of twenty six (26) seeking WIA services and shall not provide services to customers who have not met selective service registration requirements.

- b. CONTRACTOR shall ascertain alien/immigrant customer's eligibility to work in accordance with Immigration and Naturalization Laws prior to referring an individual for intensive services.
 - c. CONTRACTOR shall serve eligible youth not enrolled in a WIA youth program and/or shall refer them for other services, as appropriate.
3. **Intensive Services** shall be provided to WIA eligible Adults who are unable to obtain employment through Core Services. Services may also be made available to customers who are employed. Dislocated Worker services shall be provided through an ancillary contract.

Intensive Services shall include:

- a. **Comprehensive Assessment** shall be staff assisted and shall be provided to all customers referred for intensive services. Assessment of WIA customers shall occur immediately upon referral from Core Services. Assessment shall consist of a basic math and reading test, an employment and education history, an interest inventory, skills inventory, barriers to employment, supportive services and training needs, and other relevant information, which shall result in the development of an IEP, as described in Section III. D. 3.c. The depth of the assessment may vary depending on the needs and the nature of employment barriers of the customer. **CONTRACTOR shall select appropriate assessment tools in conjunction with the One-Stop Operator.**

CONTRACTOR shall monitor and evaluate educational levels, interests, aptitudes, motivation, transferable skills, employability, and other information necessary to determine job readiness.

- b. **Case Management** shall be provided to all enrolled customers. CONTRACTOR shall assist the customer in identifying and overcoming any barriers to obtaining and retaining employment, act as an advocate on behalf of the customer and refer the customer to other programs and resources. Case Management shall also be provided to those customers who are enrolled in training. CONTRACTOR shall have contact with customers through the range of activities provided up to and following placement in unsubsidized employment.

CONTRACTOR shall contact their customers at least once per month and provide a substantial service. Documentation of all services provided shall be kept current in the customer's file. 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;

- Self-described job search that does not result in a referral to a job; or
- Contact with customer or employer to only obtain employment status, educational progress or need for additional services.

Refer to TEGl 17-05, Sections A and B for requirements and a complete discussion of this topic.

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

Any changes of assignment to a Career Consultant shall be transmitted to the customer in writing with a copy of the letter to be maintained in the customer's file.

Should the Career Consultant be scheduled to be off for vacation or illness, CONTRACTOR shall ensure that other Staff are available to assist during that time.

c. An Individual Employment Plan (IEP) shall be developed for each customer accessing intensive services. CONTRACTOR shall develop and implement an IEP, which shall serve as a road map outlining short term and long-term goals, as well as specific strategies for achieving the goals. The IEP shall identify the specific services needed to assist customers 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 customers, CONTRACTOR shall consider those services available through other service providers in the community and shall refer customers to such services as needed. Activities to which customers are referred shall reflect a consideration of the customer's assessment, economic analysis and educational levels.

CONTRACTOR shall periodically, or at a minimum of once a month, reaffirm with the customer 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 OCWIB Policy 08-OCWDA-25 and subsequent updates.

d. Résumés shall be developed for all enrolled customers within two weeks of enrollment into core services. CONTRACTOR, in collaboration with every enrolled customer, shall complete a CWSN résumé within three weeks following the development of the IEP. Résumé shall be reviewed and updated so that they remain current. Revised résumé shall be inserted into the customer's file and maintained in CWSN.

- e. **Supportive Services** shall be provided by the CONTRACTOR in accordance with OCWIB Policy 12-OCWDA-01.
 - f. **Job Development and Placement** shall be provided by the CONTRACTOR to all WIA enrolled customers. CONTRACTOR shall continually research the labor market to identify firms that are hiring or who plan to hire in the near future for the purpose of providing one on one placement assistance to all enrolled customers.
 - g. **Retention and Follow-up Services** shall be provided by the CONTRACTOR frequently enough 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 customer's file. Retention and follow up services are pivotal to their success and the attainment of performance standards as defined in the WIA Agreement.
4. **Training Services** shall be made available to WIA eligible Adults who meet the Priority of Service Policy as outlined in OCWIB Policy 10-OCWDA-01. Dislocated Workers who have met the eligibility criteria and are unlikely to return to their previous occupation or industry, as stated in OCWIB Policy 03-OCWDA-12, 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 WIA customer may be referred to training or education without first having been assessed and taken part in the development of their IEP.
- a. CONTRACTOR shall refer each customer to the most appropriate activity as determined from the IEP. Not every customer will need or desire training. Training activities shall be provided to those customers 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.
 - b. CONTRACTOR shall seek other non-WIA funded training and shall use Pell Grants to offset WIA funds. An individual may enroll in training services prior to the award of a Pell Grant as long as the CONTRACTOR ensures that the Pell Grant has been applied for and has evidence of documentation in the customer's file. Other training offered by a community college, adult education and/or Regional Occupational Program (ROP) shall be considered prior to the use of WIA funding.
 - c. Once it is determined that vocational training is desired and appropriate for the customer, CONTRACTOR and customer shall look at the training programs that are available that relate to the customer's interests. CONTRACTOR shall contact eligible training institutions and make appointments for the customer at the school.

- d. 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.
- e. Senate Bill 734 requires an amount equal to at least 25% of the combined total of Adult and Dislocated Worker WIA formula fund allocations on workforce training services effective PY 2012-2013. 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. CONTRACTOR shall be responsible to secure 10% of training dollars received as training leverage.

CONTRACTOR shall have a thorough mechanism and system for tracking training expenditures, including match funds for training expenditures. This system shall be sufficient for the CONTRACTOR to both manage their internal performance goals in relation to SB 734, and report to the OCWIB.

To address the provisions of SB 734 and state-imposed requirements, the OCWIB identified and established training investment expectations that support skills development and occupational skills training services for WIA Adult and Dislocated Worker formula-funded programs.

Training services are grouped in three broad categories:

A. Classroom-Based Training Services

- Occupational skills training
- Entrepreneurial training
- Job readiness training
- Adult education and literacy activities (provided in combination with other training)

B. Work-Based Training Services

- On-the-job training: contracts are to be developed with employers for eligible One-Stop Center clients on a reimbursement basis consistent with OCWIB policy.
- Training programs operated by the private sector
- Customized training conducted with a commitment by an employer(s)
- Incumbent worker training contracts may be developed with employers for eligible workers on a reimbursement basis, consistent with OCWIB policy.

- C. **Hybrid Training Services:** CONTRACTOR shall be responsible for developing non-traditional or specialized “hybrid” training programs to meet the needs of business and/or as directed by the OCWIB.
- Programs that combine workplace training with related classroom instruction
 - Skill upgrading and re-training

IV. **BUSINESS SERVICES**

A. **Overview**

1. **General:** CONTRACTOR shall serve as the operator of Business Services, including delivery of Rapid Response services, as outlined within this Agreement.
2. **Service Delivery:** To comply with the requirements of this Agreement, CONTRACTOR shall effectively and efficiently deliver assigned workforce development services to business customers. In order to accomplish this, CONTRACTOR shall maintain and continue to improve the current system of service delivery by clearly demonstrating positive outcomes and meeting or exceeding the performance requirements of this Agreement.
 - a. CONTRACTOR will ensure geographic coverage through its own facilities, through facilities of partners, and through staff deployments for special services at off-site locations.
 - b. CONTRACTOR shall adhere to OCWIB policies and procedures relating to customer access, marketing strategies, service linkages, and best practices, within a seamless One-Stop System.
 - c. Business Services shall be provided at each of the Comprehensive One-Stop Centers.
 - d. At the request of the OCWIB, CONTRACTOR will utilize the California Workforce Services Network (CWSN) System when implemented.
3. **Service Plan:** CONTRACTOR will design services and submit a Service Plan that includes the following:
 - a. A business assistance service model in alignment with the Comprehensive Economic Development Strategy (CEDs) and in accordance with identified OCWIB Industry Clusters as they relate to future workforce development, growth and demand;
 - b. A plan to develop relationships that will result in partnerships for grants, co-locating, and in-kind donations and services.
 - c. Outreach and Recruitment Plan targeted towards individual employers, industry groups, business groups, chambers of commerce, public sector employers, and community-based organizations;
 - d. The strategy for OJT, Incumbent Worker Training, and Customized Training Plans, to be implemented in accordance with Informational Notice 09-OCWDA-37; and
 - e. A plan to provide priority of service to businesses that are specifically hiring

veterans.

CONTRACTOR shall provide the Service Plan to the OCWIB administrative offices by August 30, 2013.

B. Service Provision

1. **Business Assistance Services:** CONTRACTOR shall offer a comprehensive range of business services that are provided free-of-charge to all employers to support workforce development efforts administered and delivered in collaboration with partners throughout the County except in the cities of Santa Ana and Anaheim. These services shall include:
 - a. Access to labor market and related information through the website: labor market analysis conducted by and on behalf of the OCWIB is widely disseminated to local employers. This includes: forecast for the local economy; information on industry and occupational trends; and occupational outlook reports.
 - b. State and/or federally generated information on the American with Disabilities Act (ADA)
 - c. Information on and referral to business start-up, retention and expansion services
 - d. Information on and referral to sources for developing customized training programs
 - e. Information on Trade Adjustment Assistance (TAA) and certification
 - f. Information about incentives such as OJT programs
 - g. State and/or federally generated information on tax credits for new hires: Information will be provided to businesses on business tax incentives; payroll tax assistance; and loans and financial assistance program for small businesses and specialty enterprises.
 - h. Access to information and services through the One-Stop System as well as electronically through the CONTRACTOR'S website
 - i. Business seminars and information sessions on cluster related industry needs
 - j. Assistance to participate in job fairs
 - k. Information on Workplace Regulations: Business Services representatives will consult with local companies of all sizes by providing information on worker's compensation laws and issues; unemployment compensation; compliance with OSHA and ADA; questions concerning equal employment opportunity; and legal and regulatory matters concerning employment and training.
 - l. Workforce Training and Development: Using the OCWIB's network of vocational, educational and technical schools, CONTRACTOR shall connect businesses to education providers that can meet their training needs for new and existing employees. In addition, CONTRACTOR shall work with companies to assess benefits to developing work-based learning programs such as on-the-job or customized training.

- 2. Employee Rapid Response Services:** These services are *mandated activities* as required by the Workforce Investment Act of 1998 and in accordance with EDD Directive WIA 05-18. These services shall be delivered to employers and employees of companies that are experiencing downsizing through layoffs or closure and may have also been impacted by a Worker Adjustment and Retraining Notification (WARN) issued by the State of California.
- a.** Rapid Response services shall be offered to the affected business within forty-eight (48) hours of receiving notification of a layoff or closure, either through a WARN received or through other proactive means;
 - b.** CONTRACTOR shall provide early intervention assistance to workers affected by disasters, substantial layoffs, plant closures, and other dislocation events that substantially increase or threaten to increase unemployment, and to re-direct soon-to-be released employees to other suitable employment in the County;
 - c.** CONTRACTOR shall provide Rapid Response activities through a collaborative effort involving the One-Stop System partners, Business Service providers, EDD, Department of Labor (DOL), unions, and available job training programs, including Trade Adjustment Act (NAFTA-TAA), and other partner organizations. CONTRACTOR shall coordinate their efforts with appropriate agencies in conducting and completing Rapid Response activities;
 - d.** CONTRACTOR shall conduct planning meetings with employers:
 - i. To establish rapport and communicate the purpose of the meeting to appraise the company's pending dislocation.
 - ii. Develop plans for averting the layoff(s) with affected businesses and/or in consultation with State or local economic development agencies, including private sector economic development entities;
 - iii. To determine times, location, and number of employees to be released.
 - iv. To determine if there is a need to customize employee presentations in languages other than English and to plan the logistics of these activities.
 - v. To determine how One-Stop System staff and other partners may provide immediate on-site eligibility and services.
 - e.** CONTRACTOR shall make additional workshops available to the affected workers as part of a Rapid Response presentation. This includes presentations at locations other than their customary job site that shall contain information related to:
 - i. Unemployment Insurance Benefits
 - ii. Resume and Interviewing
 - iii. Job Search
 - f.** Coordinate and conduct Rapid Response Orientation presentations to provide instruction on services available at the One-Stop Center(s). These may include information on career transition, job search tools and skills, resume preparation, and interviewing techniques;
 - g.** Assess re-employment prospects for workers in the local community;
 - h.** Provide information on available resources to meet the short and long-term needs of affected workers;

- i. Conduct recruitment/job development activities including job fairs, positive recruitments, job lead development, and general recruitment notifications;
- j. Provide Rapid Response Information Packets with appropriate WIA Information Services (Re-employment Survey, List of All Workforce Delivery Areas, Unemployment Insurance Eligibility, Dates of Job Search Workshops, One-Stop Services, and the COBRA Information Booklet);
- k. Maintain mechanisms for the regular exchange of information relating to potential dislocations, available adjustment assistance, and the effectiveness of Rapid Response strategies; and when a company is moving out of the country, provide information on the Trade Adjustment Assistance (TAA) program and the North American Free Trade Act (NAFTA) – TAA program;
- l. Implement a plan to provide linkages with youth services where appropriate;
- m. Conduct business visitation that improves service coordination, by providing guidance in establishing a labor-management committee voluntarily agreed to by labor and management, or a workforce transition committee comprised of representatives of the employer, the affected workers and the local community;
- n. Maintain a Rapid Response résumé database of employees affected by layoffs and closures to provide to regional employers.

CONTRACTOR shall submit W121 forms to OCWIB as specified in Informational Notice 07-OCWDA-07. Data shall be tracked through the Business Service Form (BSF).

- 2. Job Development:** Customers have access to numerous on line job leads through various websites and resources. A job developer does not take jobs that are widely available to everyone and post them on a job board. The job developer must find the hidden job market and create an “edge” for the clients who are being served through the One Stop System. Additionally the job developer must recognize the employer as a customer and be able to meet the needs of business by finding them skilled candidates, as well as helping them identify OJT, customized and incumbent worker training opportunities. Job development includes:
- a. Targeted, thoughtful recruitment for both job seekers and employers is a must.
 - b. Contacting businesses directly, for the purpose of obtaining possible employment for a specific customer, and where no prior job order exists.
 - c. Working closely with prospective employers in order to develop job leads and negotiate job opportunities for customers that are then, referred to these businesses for potential job openings.
 - d. Working closely with customers or their career coaches 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.
 - e. Contact, schedule, and meet with prospective businesses/employers to develop positive relationships and offer staffing solutions.
 - f. Be responsible for the development and distribution of job leads to customers regarding openings with potential for employment in their desired occupation.
 - g. Assisting customers in targeted job search efforts.

3. **Targeted On-Site Recruitments** shall be based on employer needs. CONTRACTOR shall provide logistical organization and marketing for an event to be facilitated by one to three employers to interview and recruit job applicants.
4. **Job Fairs**: CONTRACTOR shall provide a work plan of all planned Job Fairs to the OCWIB administrative office by July 31, 2013. This work plan shall detail timelines/due dates, required resources, staff assignments and other quantifiable and measurable metrics. The work plan shall include, but not be limited to the following elements:
- a. A calendar of when job fairs will take place;
 - b. A participant recruitment and outreach plan;
 - c. A business recruitment and outreach plan
 - d. A metric tracking form showing the number of employers and participants for each job fair
 - e. A strategy and protocol for communicating and coordinating with local elected officials, cities and chambers of commerce
 - f. A designation of responsible parties (CONTRACTOR staff, partners and/or volunteers) for each task and function related to job fairs
 - g. A staffing plan for the job fairs
 - h. Participant satisfaction surveys
 - i. Employer satisfaction surveys
 - j. An advertising strategy including budget, publication sources and run dates
 - k. Tasks lists with associated due dates for items such as:
 - i. Facility selection and reservation
 - ii. Parking
 - iii. Event agendas
 - iv. Signage (including but not limited to posters, programs, hand-outs, banners, etc)
 - v. Distribution of marketing materials
 - vi. Advertising materials and newspaper/publication placements
 - vii. Facility and event insurance
 - viii. Refreshments
 - ix. Supplies and support materials
 - x. Other related tasks as identified by CONTRACTOR

In addition, CONTRACTOR will submit to OCWIB the following:

- a. Participant Recruitment and Advertising plan shall be provided to the OCWIB **20 business days prior** to the job fair.
- b. A job fair report including the list of businesses recruited, talking points, job fair program and agenda shall be submitted to the OCWIB **no later than 10 business days prior** for review and approval.

Job Fair recruitment goals set by the OCWIB shall be met no later than 5 business days prior to a job fair.

5. **Grant Participation** shall be defined as the number of employers recruited to participate in grant applications at the direction of OCWIB, confirmable via copy of support letter signed by said employer. CONTRACTOR is required to assist OCWIB in grant applications in securing business and organizational partners and matching in-kind employers to interview and recruit job applicants.

6. **Business Service File Maintenance and Documentation** CONTRACTOR shall maintain files to record all active services provided to business customers. Initial contact shall be filled electronically and include follow up documentation and initial Business Services form. Active services shall require the following to be maintained. All records, databases, and business contact lists developed by the CONTRACTOR shall remain the property of the OCWIB. Upon implementation of California Workforce Services Network (CWSN), CONTRACTOR is to take direction from the OCWIB on file maintenance and transfer.
 - a. Rapid Response files shall correspond with an assigned identification number and shall include a summary sheet of all activities related to the file, notifications, announcements, Agreements, 121-Forms, surveys, and correspondence.
 - b. Non-Rapid Response files shall correspond with the company's name and location and shall include any agreements, surveys, resumes, job postings, marketing materials, and correspondence.

V. SPECIAL PROGRAMS

A. **NEG Multi-Sector Project**

1. **Program Description:** CONTRACTOR shall provide Dislocated Worker services to participants dislocated from eligible state-wide dislocation events.
2. **Contractor Responsibilities:**
 - a. A list of eligible dislocation events will be provided to the CONTRACTOR by OCWIB. CONTRACTOR will serve participants from any of the dislocation events and may receive referrals from other LWIA of said participants.
 - b. **CONTRACTOR shall provide success stories to the OCWIB a quarterly basis.**
 - c. **Contractor shall provide reports to OCWIB on a monthly basis reflecting the following:**
 - Partner activities
 - New enrollments
 - Number of ITA's
 - Number of OJT's
 - Number of other customized training

- Number of placements
- d. Contractor shall exit all participants from the program no later than March 31, 2014.
- e. Contractor shall allocate training funds related to this project in the amount of \$117,525 by March 15, 2014.
- f. Contractor shall adhere to performance metrics related to this project as detailed in Exhibit C-1.
- g. Contractor shall provide follow-up services as needed to participants following program exit.

B. NEG Health Care Industry Project

1. **Program Description:** CONTRACTOR shall provide Dislocated Worker services to at least 45 participants including: 31 long term unemployed; 6 Veterans or their spouses; and 3 CalWorks recipients. Services shall include enrolling participants into an approved ETPL Health Care Industry certificate program followed by enrollment into project funded OJT which will serve as a bridge from school to employment.
 - a. Contractor shall recruit and develop OJTs with Health Care Industry Businesses to place participants upon completion of the ETPL-approved certificate.
 - b. CONTRACTOR shall provide success stories to the OCWIB a quarterly basis.
 - c. Contractor shall provide reports to OCWIB on a monthly basis reflecting the following:
 - New enrollments
 - Number of ITA's
 - Number of OJT's
 - Number of placements
 - d. Contractor shall exit all participants from the program no later than January 31, 2015.
 - e. Contractor shall provide follow-up services to participants for at least a year following program exit.

C. Grants

1. **Program Description and CONTRACTOR Responsibilities:** On an ongoing basis, the OCWIB applies for and receives discretionary grants from both State and federal agencies. The discretionary grants fund a variety of projects that target specific populations, industries, or workforce innovations. When awarded these grants, it is the OCWIB's sole discretion to determine if CONTRACTOR will be selected as a sub-grantee or sub-contractor to deliver the intended project. If CONTRACTOR is

selected, an amendment to this Agreement will be executed to include the scope of work, responsibilities and related budget to said project. CONTRACTOR will be required to adhere to all performance plans, reporting requirements, regulations, participant service plans and other goals and objectives as they relate to said project.

VI. PERFORMANCE

- A. Performance Measures:** The WIA requires a comprehensive accountability system to determine the effectiveness of services provided through the One-Stop System. CONTRACTOR shall meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams included in this Agreement. CONTRACTOR shall work to ensure quality program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the OCWIB. 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.
- B. MIS Submission/Reporting:** CONTRACTOR shall adhere to MIS procedures for data entry, timelines and reporting requirements. Refer to OCWIB Policy 06-OCWDA-04, State Information Notice WSIN 10-42 and subsequent updates for complete information and guidance.
1. CONTRACTOR shall submit timely MIS paperwork for all participant activities for input into the data reporting system. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Agreement;
 2. CONTRACTOR shall use the most current templates provided by the OCWIB. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;
 3. CONTRACTOR shall submit forms as directed by the OCWIB;
 4. CONTRACTOR shall review and approve all paperwork submitted to the OCWIB;
 5. CONTRACTOR shall comply with the Common Measures as defined in TEGL 17-05. MIS forms claiming unsubsidized placements shall be processed within five (5) working days of learning about the customer's unsubsidized placement;
 6. CONTRACTOR shall comply with data verification requirements listed in OCWIB Policy 10-OCWDA-04 and any subsequent updates.
 7. CONTRACTOR shall immediately implement and adhere to future policy revisions and changes or enhancements in procedures and processes pertaining to MIS submission and reporting.
- C. ITA Vouchers** shall be submitted to the OCWIB along with the corresponding MIS enrollment form in accordance with OCWIB Policy 08-OCWDA-15.
- D. Follow-up Forms** shall be required for Quarters 1, 2 and 3 following customer exit (and in the 4th quarter if it leads to a positive outcome).
1. **Supplemental Income:** If employment status of the customer is confirmed through supplemental information, follow-up forms reporting this supplemental information shall be completed and submitted for entry into the JTA system. CONTRACTOR

shall submit supplemental information for exiters 'Not Found' in Unemployment Insurance (UI) Base Wage Records within specified timeframes noted in 'Base Wage' letters for specific quarters. CONTRACTOR shall be responsible for analyzing wage records data.

- E. Gaps in Service Delivery:** CONTRACTOR shall ensure that customer activities remain uninterrupted in accordance with TEGL 17-05 and the provisions set forth in this Agreement. CONTRACTOR shall implement Progressive Discipline for Staff not meeting minimum expectations.
- F. 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); and
 4. Corrective action plans shall include a date for responding to observations, questions, concerns and findings.

CONTRACTOR's performance is not limited to Common Measures. CONTRACTOR is responsible for all commitments made in the RFP Proposal. CONTRACTOR'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.

G. Invoices

1. **All program invoices including two original sets with wet signatures are due to the Orange County Community Resources (OCCR) Accounting Office by the twentieth day (20th) following the month being reported.**
2. Invoice templates shall be provided by the OCCR Accounting Department.
3. Invoices shall be paid in accordance with Exhibit K and Exhibit L of this Agreement.

VII. Proposed Methods and Systems

CONTRACTOR is obligated to fulfill the One-Stop System methods, strategies and standards of quality as described in the submitted proposal and attached as Exhibit M.

VIII. DELIVERABLES

Limited funding and limited fund life requires that expenditures and programmatic information be reported in a timely and accurate manner. CONTRACTOR shall submit the reports and data as detailed within the Statement of Work and summarized below. Page references and timelines for submission are also indicated.

DELIVERABLES SUMMARY:

I. COORDINATION	Due Date
Monthly Activities Reports [p. 2]	10th day after the end of each month
II. SERVICE STANDARDS	Due Date
Progressive Discipline Policy [p. 5]	August 30, 2013
Documentation of professional certifications [p. 5]	December 31, 2013
Original working files of all marketing materials [p. 7]	August 30, 2013
Monthly verification of all internal monitoring [p. 8]	Upon request
Customer Satisfaction Survey Report [p. 10]	Quarterly
One (1) Testimonial per location from program customers [p. 10]	Monthly
Organizational Chart [p. 10]	Coordinate w/ OS Operator
III. SERVICE DELIVERY	Due Date
Recruitment Plan [p. 12]	August 30, 2013
Informational Workshop Curricula [p. 14]	August 30, 2013
Master Workshop and Events Calendar [p. 14]	Coordinate w/ OS Operator
Universal Services Monthly Reports [p. 15]	Coordinate w/ OS Operator
List of Comprehensive Assessment Tools [p. 16]	Coordinate w/ OS Operator
IV. BUSINESS SERVICES	Due Date
Business Service Plan [p. 21]	August 30, 2013
121 forms as specified in the Informational Notice 07-OCWDA-07 [p. 23]	As specified in OCWIB policy
Business Service Form (BSF) entries and database reports, as applicable [p. 21]	Ongoing
Job Fair Calendar for the Program Year [p. 24]	July 31, 2013
Job Fair Participant Recruitment and Advertising plan [p. 24]	20 days prior to the Job Fair
Job Fair Report including Agenda, Maps, Program, and List of Businesses [p. 24]	10 business days prior to the Job Fair
Grant Participation – Letters of Support [p. 25]	As specified by OCWIB staff
V. SPECIAL PROGRAMS	Due Date
Success Stories	As specified by OCWIB policy
Reports	As specified by OCWIB policy
VI. PERFORMANCE	Due Date

MIS forms [p. 26]	As specified by OCWIB policy
ITA vouchers [p. 26]	As specified by OCWIB policy
Follow-up forms [p. 26]	As specified by OCWIB policy
Supplemental data, as applicable [p. 26]	As specified in 'Base Wage' letters
Corrective Action Plans, as applicable [p. 26]	As directed by OCWIB staff
Invoices [p. 27]	20 th of each month

**ProPath, Inc, One-Stop Center - Northern Region
WIA PERFORMANCE
Dislocated Worker Program, PY 2013-14**

Planned New Enrollments= 217; Projected Carry-Ins=480

NOTE: 4th quarter new enrollments not to exceed 10% of the annual plan

Cumulative

I. WIA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			PY2013-14 TOTAL
	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	
A. New Enrollments	18	36	54	72	90	109	137	166	195	203	210	217	217
B. WIA Carryovers from PY 2012-13 <i>(See III.A.1 for projected number of exits)</i>	480	440	400	360	320	280	240	200	160	120	104	88	480
C. Total Enrollments (A+B=C)	498	476	454	432	410	389	377	366	355	323	314	305	697

II. TOTAL WIA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	PY2013-14 TOTAL
A. WIA Registered Core Enrollments	498	476	454	432	410	389	377	366	355	323	314	305	697
B. WIA Intensive Enrollments	324	310	295	281	267	253	245	238	231	210	204	198	453
C. WIA Training Enrollments	149	143	136	130	123	117	113	110	107	97	94	92	209

III. QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	PY2013-14 TOTAL
A. Total Exits	40	80	120	162	203	244	285	327	371	389	409	430	430
A. 1. Exits of Carryovers from PY 2012-13	40	80	120	160	200	240	280	320	360	376	392	408	408
A. 2. Exits of New Enrollments of PY 2013-14	0	0	0	2	3	4	5	7	11	13	17	22	22
B. Entry into Unsubsidized Employment ¹ B=(A)*(.949) Q1 after exit	38	76	114	154	193	232	271	310	352	369	388	408	408
C. Retention in Unsubsidized Employment at six months ² C=B*(.993) Q2 and Q3 after exit	38	75	113	153	192	230	269	308	349	367	386	405	405
D. Average Earnings in six months ³ (\$22,498)	\$22,498												

1 The Performance Standard for this measure is 94.9% of participants who exit must be placed in the 1st quarter after exit.

2 The Performance Standard for this measure is 99.3% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.

3 The Performance Standard of this measure is \$22,498 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

IV. PERFORMANCE MEASURES	
Dislocated Worker Program	
Entered Employment	94.9%
Retention	99.3%
Average Earnings	\$22,498

V. TIME PERIODS FOR REPORTING PERFORMANCE INFORMATION	
Reporting Item	Time Period (Exit Cohort) to be Reported
Total Participants	07/01/13 to 06/30/14
Dislocated Worker Performance Measures	
Entered Employment Rate	10/01/12 to 09/30/13
Employment Retention Rate	04/01/12 to 03/31/13
Average Earnings	04/01/12 to 03/31/13

Description of Dislocated Worker Common Measures (TEGL 17-05)

Entered Employment

*Of those who are not employed
at date of participation.*

**# of participants who are employed
in the first quarter after the exit quarter**

DIVIDED BY

of participants who exit during the quarter

Employment Retention

*Of those who are employed in the
first quarter after the exit quarter.*

**# of participants who are employed in
both the second and the third quarters
after the exit quarter**

DIVIDED BY

of participants who exit during the quarter

Average Earnings

*Of those who are employed in the
first, second, and third quarters after the exit quarter.*

Total earnings in the second quarter after the exit quarter

PLUS

Total earnings in the third quarter after the exit quarter

DIVIDED BY

of participants who exit during the quarter

ProPath, Inc.
WIA PERFORMANCE, August 2013 to March 2014
CA NEG Multi-Sector Workforce Partnership Project - *Dislocated Worker*

Cumulative

I. ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER		
	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14
A. New Enrollments	0	0	10	20	30	35	40	40	40
B. Total Participants Served	0	0	10	20	30	35	40	40	40

II. TOTAL ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14
A. WIA Registered Core Services	0	0	10	20	30	35	40	40	40
B. WIA Intensive Services	0	0	10	20	30	35	40	40	40
C. WIA Training Services	0	0	0	5	14	25	28	28	28
C.1. Training Completions	0	0	0	0	0	5	14	25	28

III. EXITS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER		
	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14
A. Exits	0	0	0	0	0	0	5	15	40
B. Follow-up Services (after exit)	0	0	0	0	0	0	0	5	15

PERFORMANCE MEASURES	
Dislocated Worker Program	
Entered Employment	84.0%
Retention	87.0%
Average Earnings	\$16,100

ProPath, Inc.
PERFORMANCE
Business Services, PY 2013-14

I. PARTICIPANTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			PY 2013-14 TOTAL
	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	
A. Placements as a result of coordinating with the One Stop per month = 20% of enrolled participants in the entire One-Stop System	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
B. 20% of participants exiting training per month must be placed	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%
C. OJT expenditures*	50% of first budgeted increment must be spent by Sept 30.			100% of first budgeted increment must be spent by Dec 31.			50% of second budgeted increment must be spent by Mar 31.			100% of second budgeted increment must be spent by Jun 30.			100%
D. Incumbent worker expenditures*	50% of first budgeted increment must be spent by Sept 30.			100% of first budgeted increment must be spent by Dec 31.			50% of second budgeted increment must be spent by Mar 31.			100% of second budgeted increment must be spent by Jun 30.			100%
E. Hybrid or other customized training expenditures*	50% of first budgeted increment must be spent by Sept 30.			100% of first budgeted increment must be spent by Dec 31.			50% of second budgeted increment must be spent by Mar 31.			100% of second budgeted increment must be spent by Jun 30.			100%
*NOTE: Performance goals tied to funding increment allocations may change upon the actual timing of allocations.													

II. JOB FAIRS	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER	PY 2013-14 TOTAL
A. Job Fairs	1	1	2	1	5
B. Businesses at each job fair	50	50	100	50	250
C. Job fair attendees	500	500	1000	500	2500
D. Business job fair satisfaction surveys received	20	20	40	20	100
E. Participant job fair satisfaction surveys received	100	100	200	100	500

ProPath, Inc.
WIA PERFORMANCE, April 2014 to March 2015
NEG Health Care Industry Project - *Dislocated Worker*

Cumulative

I. ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			THIRD QUARTER		
	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15
A. New Enrollments	5	15	17	45	45	45	45	45	45	45	45	45
B. Total Participants Served	5	15	17	45	45	45	45	45	45	45	45	45

II. TOTAL ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15
A. ITA Training Services	0	10	16	25	35	45	45	45	45	45	45	45
B. On the Job Training Services	0	0	0	0	0	15	25	35	40	45	45	45

III. EXITS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			THIRD QUARTER		
	Apr-14	May-14	Jun-14	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15
A. Exits	0	0	0	0	0	0	15	25	30	35	40	45
B. Follow-up Services (after exit)	0	0	0	0	0	0	15	25	30	35	40	45

PERFORMANCE MEASURES	
Dislocated Worker Program	
Entered Employment	84.0%
Retention	87.0%
Average Earnings	\$16,100

One-Stop Budget

WIA SERVICES

FY 13-14

	PROGRAM NAME: ProPath NEG Health Care	Budget	
			Total
PROGRAM	Operations Activities:		
	Salaries	\$0.00	\$0.00
	Benefits	\$0.00	\$0.00
	Monthly Rent	\$0.00	\$0.00
	Lease Termination	\$0.00	\$0.00
	Maintenance	\$0.00	\$0.00
	Utilities	\$0.00	\$0.00
	Insurance	\$0.00	\$0.00
	IT Services	\$0.00	\$0.00
	Telephone	\$0.00	\$0.00
	Publishing/Marketing Materials/Printing	\$0.00	\$0.00
	Meetings/Conferences	\$0.00	\$0.00
	Job Fairs	\$0.00	\$0.00
	Professional Memberships	\$0.00	\$0.00
	Subscriptions	\$0.00	\$0.00
	Equipment	\$0.00	\$0.00
	Office Supplies	\$0.00	\$0.00
	Postage	\$0.00	\$0.00
	Travel/Mileage	\$0.00	\$0.00
	Indirect	\$0.00	\$0.00
	Profit	\$0.00	\$0.00
	Other:	\$0.00	\$0.00
		<i>Operations Related Activities Subtotal</i>	\$0.00
	Training Activities:		
	Employer Reimbursement-OJT	\$64,226.00	\$64,226.00
	Other:		\$0.00
	<i>Training Subtotal</i>	\$64,226.00	\$64,226.00
	Direct Client Related Services:		
	Participant Supportive Services	\$0.00	\$0.00
	Participant Wages and Benefits (WEX)	\$0.00	\$0.00
	<i>Direct Client Related Services Subtotal</i>	\$0.00	\$0.00
	Program Subtotal	\$64,226.00	\$64,226.00
ADMINISTRATION	Administration:		
	Salaries	\$0.00	\$0.00
	Benefits	\$0.00	\$0.00
	Indirect	\$0.00	\$0.00
	Profit	\$0.00	\$0.00
	Other: Payroll Services	\$0.00	\$0.00
		Administration Subtotal	\$0.00
	Grand Total	\$64,226.00	\$64,226.00