

**CONTRACT # 18-28-0018-OS**

**BETWEEN**

**COUNTY OF ORANGE**

**AND**

**PROPATH, INC.**

**FOR**

**WIOA COMPREHENSIVE ONE-STOP CENTERS  
&  
BUSINESS SERVICES  
(Activity)**

**FUNDING SOURCE: 100% FEDERAL**

**Funding Agency: Department of Labor**

**FAIN: AA-28305-16-55-A-6**

**CFDA:**

**17.258 WIA/WIOA Adult Programs**

**17.261 WIA/WIOA Pilots, Demonstrations and Research Projects**

**17.270 DOL Reintegration of Ex-Offenders – Adult Program Grants**

**17.277 WIOA National Dislocated Worker Grants/WIA National Emergency Grants**

**17.278 WIA/WIOA Dislocated Worker Formula Grants**



**CONTRACT**

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- Attachment A – General Program Requirements
- Attachment B – Scope of Services
- Attachment C – Budget Schedule
- Attachment D – WIOA Performance Standards

**EXHIBITS**

- Exhibit 1 – Drug Free Workplace Certification
- Exhibit 2 – Certification Regarding Debarment and Suspension
- Exhibit 3 – Certification Regarding Lobbying
- Exhibit 4 – Disclosure Form to Report Lobbying
- Exhibit 5 – OC Community Resources Contract Reimbursement Policy

This Agreement #18-28-0018-OS, hereinafter referred to as "CONTRACT," is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "COUNTY," and ProPath, Inc., D-U-N-S Number 16-006-8748, a California non-profit corporation, with a place of business at 785 Tucker Rd Ste G 392, Tehachapi CA 93561-2523 hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY," or collectively as "PARTIES."

### **RECITALS**

**WHEREAS**, Congress enacted the "Workforce Investment Act of 1998," subsequently reauthorized on July 22, 2014 as the Workforce Innovation and Opportunity Act (WIOA), hereinafter referred to as "the Act," to provide workforce investment activities, through statewide and local workforce investment systems, that increase employment, retention and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce and enhance the productivity and competitiveness of the Nation; Workforce Investment Act citations, rules, and regulations cited herein shall continue to be implemented until such time Workforce Innovation and Opportunity Act issued guidance and/or regulations supersede such citations, rules, and regulations; and

**WHEREAS**, COUNTY desires to enter into a Sole Source Agreement with SUBRECIPIENT for the provision of Comprehensive/Satellite One-Stop Centers and Business Centers services for FY 2018-19, beginning July 1, 2018 through December 31, 2018; and

**WHEREAS**, COUNTY, acting as the Administrator of the Act funds, is empowered to make a portion of the funds available pursuant to the Act (hereinafter referred to as "grant funds") to SUBRECIPIENT, for the purpose of implementing the provisions of the Act; and

**WHEREAS**, COUNTY approved an allocation of \$1,976,705 (One Million Nine Hundred Seventy-Six Thousand, Seven Hundred Five Dollars) in Program funding to SUBRECIPIENT for Fiscal Year 2018-19 to carry out certain program services/activities; and

**WHEREAS**, SUBRECIPIENT, in order to receive grant funds, is agreeable to the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, the PARTIES mutually agree as follows:

**Terms and Conditions:**

1. **Coordination/Administration of CONTRACT:** COUNTY'S OC Community Resources Director or designee (hereinafter referred to as "DIRECTOR"), and OC Community Services/Community Investment Division Executive Director or Designee (hereinafter referred to as "COUNTY'S PROJECT MANAGER") shall assume responsibilities through coordinating the grant under the Act, its Regulations, and the WIOA services provided by the COUNTY. The COUNTY'S CONTRACT ADMINISTRATOR (hereinafter referred to as "CONTRACT MANAGER") shall administer this CONTRACT as is necessary or reasonable to comply with COUNTY policies.
2. **Purpose:** The purpose of the program funded by this CONTRACT is to provide workforce innovation activities that increase employment, retention, earnings and occupations skill attainment through local workforce development systems to those seeking employment. Additionally, this program is funded to increase the effectiveness of local and regional business through business improvement and development activities, job matching, and other services. All services are intended to improve the quality of the workforce and enhance the productivity and competitiveness of Orange County and the United States. SUBRECIPIENT shall ensure that the program funded hereby shall comply with this purpose.
3. **Term of Contract:** The effective term of this CONTRACT shall commence on July 1, 2018 and terminate on December 31, 2018 subject to the provisions of this CONTRACT; however, SUBRECIPIENT shall perform such duties extending beyond this term, including but not limited to obligations with respect to indemnification, audits, monitoring, reporting and accounting. SUBRECIPIENT and CONTRACT MANAGER may mutually agree in writing to extend the CONTRACT for a period of up to six (6) months, provided that COUNTY'S maximum obligation stated in this CONTRACT does not increase as a result, and on the same terms and conditions upon mutual CONTRACT of the PARTIES in writing without further Board action. Pursuant to the provisions contained herein, the CONTRACT may be terminated earlier.
4. **Contingency of Funds:** SUBRECIPIENT acknowledges that the obligations of COUNTY under this CONTRACT are contingent upon the availability of Federal and/or State funds as applicable and inclusion of sufficient funds for the services hereunder remains in effect or operation. In the event that such funding is terminated or reduced, CONTRACT MANAGER may immediately terminate this CONTRACT, reduce COUNTY'S maximum obligation, or modify this CONTRACT, without penalty. The decision of CONTRACT MANAGER shall be binding on SUBRECIPIENT. CONTRACT MANAGER shall provide SUBRECIPIENT with written notification of such determination. SUBRECIPIENT shall immediately comply with DIRECTOR'S or CONTRACT MANAGER'S decision.
5. **Program Income:** COUNTY'S maximum obligation herein shall be reduced by the amount of any program income earned by SUBRECIPIENT, from sources other than COUNTY, as a result of this CONTRACT or the services provided by SUBRECIPIENT pursuant to this CONTRACT.

It shall be the responsibility of SUBRECIPIENT to inform the COUNTY in writing of any income earned as a result of this CONTRACT.

It is mutually understood that the State or Federal agency responsible for providing the funding for this CONTRACT may designate certain revenue of SUBRECIPIENT as Program Income. To be designated as Program Income and therefore, as other than a cost off-set. SUBRECIPIENT shall do all of the following:

- A. Submit a plan to the PROJECT MANAGER for use of any all proposed Program Income; and
- B. Set-up and maintain a separate bank account for any proposed Program Income and account for any and all such income received:
- C. Report to PROJECT MANAGER any and all Program Income received no later than thirty (30) days from the date of receipt; record the amount received on Internal financial records; and indicate the amount received on the monthly claim submitted to PROJECT MANAGER.

PROJECT MANAGER shall then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or Federal agencies for approval.

SUBRECIPIENT shall not spend any of the proposed Program Income unless or until such time as PROJECT MANAGER obtains authorization for the use of the Program Income from the responsible State and/or Federal agency and provides SUBRECIPIENT with prior written approval for the use of the funds.

PROJECT MANAGER may, in its sole discretion, issue future policy statements and/or instructions with respect to Program Income. SUBRECIPIENT shall immediately comply with such policy statements and/or instructions.

- 6. **Fiscal Appropriations:** This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this CONTRACT. If such appropriations are not approved, the CONTRACT will be terminated, without penalty to the COUNTY.

7. **Fiscal Accountability:**

- A. Financial Management System: SUBRECIPIENT shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. SUBRECIPIENT'S system shall provide fiscal control and accounting procedures that will include the following:
  - i. Information pertaining to tuition rates, payments, and educational assistance payments; and
  - ii. Source documentation to support accounting records; and
  - iii. Proper charging of costs and cost allocation.
- B. SUBRECIPIENT'S Record: SUBRECIPIENT'S records shall be sufficient to:
  - i. Permit preparation of required reports; and
  - ii. Permit tracking of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds; and
  - iii. Permit the tracking of program income, or profits earned, and any costs incurred (such as stand-in costs) that are otherwise allowable except for;
  - iv. Permit tracking and reporting of leveraging as required by SB734.
- C. Costs Charged: Cost shall be charged to this CONTRACT only in accordance with the following:
  - i. The Act; and
  - ii. 20 CFR NPRM Part 683;
  - iii. State implementing legislation.
  - iv. Requirements of Other Funding Sources

- 8. **Non-Supplantation of Funds:** SUBRECIPIENT shall not supplant any Federal, State, or COUNTY funds intended for the purposes of this CONTRACT with any funds made available under this CONTRACT. SUBRECIPIENT shall not claim reimbursement from

COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. SUBRECIPIENT agrees that it shall not use funds received pursuant to this CONTRACT, either directly or indirectly, as a contribution or compensation for the purposes of obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY program without prior written approval from COUNTY.

- 9. Amendments – Changes/Extra Work:** The SUBRECIPIENT shall make no changes to this CONTRACT without the COUNTY'S written consent. In the event that there are new or unforeseen requirements, the COUNTY with the SUBRECIPIENT'S concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

If COUNTY-initiated changes or changes in laws or government regulations affect price, the SUBRECIPIENT'S ability to deliver services, or the CONTRACT schedule, the SUBRECIPIENT shall give the COUNTY written notice no later than seven (7) calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the SUBRECIPIENT was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT Amendment; said Amendment shall be issued by the COUNTY CONTRACT MANAGER, shall require the mutual consent of all PARTIES, and may prohibit the SUBRECIPIENT from proceeding with the work as set forth in this CONTRACT.

**10. Non-Discrimination and Compliance Provisions:**

- A. SUBRECIPIENT shall comply fully with the nondiscrimination and equal opportunity provisions; the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin; Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; the Americans with Disabilities Act of 1990; and Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 CFR Part 60; and with all applicable requirements imposed by or pursuant to regulations or Executive Order implementing those laws, including, but not limited to, 29 CFR Part 33, 37 and 38. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.
- B. SUBRECIPIENT shall comply with the provisions of the Fair Employment and Housing Act (California Government Code, Section 12900 et seq.) and the regulations promulgated there under (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this CONTRACT by reference and made a part hereof as if set forth in full.
- C. In the performance of this CONTRACT, SUBRECIPIENT and its subcontractors shall not deny the CONTRACT'S benefits to any individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth, and related medical conditions, transgender status and gender identity), national origin (including limited English proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the basis of either citizenship status or participation in



any WIOA Title 1-financially assisted program or activity. SUBRECIPIENT shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.

- D. SUBRECIPIENT will include the non-discrimination and compliance provisions of this Paragraph 10 of the CONTRACT in all subcontracts to perform work under this CONTRACT.
- E. SUBRECIPIENT will give written notice of its obligations under this Paragraph 10 of the CONTRACT to labor organizations with which SUBRECIPIENT has a collective bargaining or other CONTRACT.
- F. SUBRECIPIENT shall furnish any and all information requested by PROJECT MANAGER and shall permit PROJECT MANAGER access, during business hours, to books, records and accounts in order to ascertain SUBRECIPIENT'S compliance with the above non-discrimination requirements.

11. **Payments:** SUBRECIPIENT agrees that any and all funds received under this CONTRACT shall be disbursed or encumbered on or before December 31, 2018, and that any and all funds remaining as of December 31, 2018 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 as provided herein. No expense of SUBRECIPIENT will be reimbursed by COUNTY if incurred after December 31, 2018. No SUBRECIPIENT expense shall be paid if billing is received by COUNTY after January 31, 2019.

Upon the effective date of this CONTRACT, COUNTY shall make payments to SUBRECIPIENT in accordance with the following payment schedule:

- A. Monthly Payments: Beginning August 20, 2018, upon receipt and approval by OC Community Services/Community Investment Division (CID) of SUBRECIPIENT'S invoice showing the 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 \$1,976,705 (One Million, Nine Hundred Seventy-Six Thousand, Seven Hundred Five) dollars.
- 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: COUNTY will reimburse SUBRECIPIENT for eligible CONTRACT-related costs only. SUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis beginning August 20, 2018 and must provide adequate documentation as required by COUNTY 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 COUNTY. Invoices are due on the 20<sup>th</sup> of each month for prior month's expenses.

12. **Performance Standards:** SUBRECIPIENT shall comply with and adhere to the performance accountability standards and general program requirements described in

Sections 116 (Performance Accountability System) and 194 (General Program Requirements) of the Act and applicable regulations contained in Attachment D, Performance Standards. Should the Performance Requirements defined in the Agreement between the State of California and the County of Orange be changed, COUNTY shall have the right to unilaterally modify this CONTRACT to meet such requirements.

13. **Satisfactory Work:** Services rendered hereunder are to be performed to the written satisfaction of PROJECT MANAGER. COUNTY'S staff will interpret all reports and determine the quality, acceptability and progress of the services rendered.
14. **Modification of Program Components and Service Levels:** The PARTIES hereto agree that those program components and service levels detailed in Attachments A, B, C, and/or D may be modified upon mutual written agreement of the DIRECTOR and SUBRECIPIENT so long as the total payments under this CONTRACT are not increased and the basic goals and objectives of the program are not altered. Should the Federal Government and/or the State of California modify any program component and/or service level detailed in Attachment A, B, C, and/or D then the COUNTY shall have the right to unilaterally modify this CONTRACT to meet such requirements.

A. CONTRACT MANAGER may at any time, by written change order to SUBRECIPIENT, make changes within the general scope of this CONTRACT, including, in the definition of services and tasks to be performed, the manner in which services are performed, the time and place of performance thereof and additional related provisions, and CONTRACT term. Such change orders may be made when necessitated by changes in the WIOA Orange County One-Stop System operations or performance, the operations or performance of SUBRECIPIENT, or changes in applicable statutes, regulations or State of California or federal mandates or directives.

SUBRECIPIENT and CONTRACT MANAGER shall make a good faith effort to reach agreement with respect to change orders, which affect the price of services under the CONTRACT. SUBRECIPIENT's protest or failure to agree to the amount of any adjustment to be made as a result of a change order shall be a dispute for which an appeal may be made pursuant to this CONTRACT. Notwithstanding the foregoing, the price of services under this CONTRACT shall not be increased except by written modification of this CONTRACT indicating the new services and price of this CONTRACT if applicable. Until the PARTIES reach agreement, SUBRECIPIENT shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this CONTRACT.

B. SUBRECIPIENT may request changes in the scope of performance or services under this CONTRACT, by submitting a written request to PROJECT MANAGER describing the request and its impact on the Scope of Services and Budget Schedule. PROJECT MANAGER will review the request and respond in writing within ten (10) business days. PROJECT MANAGER'S decision whether to approve the request or request Board of Supervisors' approval shall be final. COUNTY CONTRACT MANAGER may approve a request that meets all of the following criteria:

- I. It does not materially change the terms of this CONTRACT, and
- II. It is supported by adequate consideration to COUNTY.

Board of Supervisors' action is necessary to approve a request from SUBRECIPIENT that does not satisfy all of the criteria listed above.

**15. Access and Records:**

- A. Access. COUNTY, the State of California and the United States Government and/or their representatives, shall have access, for purposes of monitoring, auditing, and examining, to SUBRECIPIENT'S activities, books, documents and papers (including computer records and emails) and to records of SUBRECIPIENT'S SUBSUBRECIPIENTS, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this CONTRACT. SUBRECIPIENT shall insert this condition in each CONTRACT between SUBRECIPIENT and a subcontractor that is pursuant to this CONTRACT shall require the subcontractor to agree to this condition. Such agencies or representatives shall have the right to make excerpts, transcripts and photocopies of such records and to schedule on site monitoring at their discretion. Monitoring activities also may include, but are not limited to, questioning employees and participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept. SUBRECIPIENT shall make available its books, documents, papers, financial records, etc., within twenty-four (24) hours after receipt of written demand by DIRECTOR which shall be deemed received upon date of sending. In the event SUBRECIPIENT does not make the above referenced documents available within the County of Orange, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY'S designee, in conducting any audit at the location where said records and books of account are maintained.
- B. Records Retention. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this CONTRACT shall be kept available at SUBRECIPIENT'S office or place of business for the duration of this CONTRACT and thereafter as specified in 2 CFR 200.333-337. Records which relate to: (1) complaints, claims, administrative proceedings or litigation arising out of the performance of this CONTRACT; or (2) costs and expenses of this CONTRACT to which COUNTY or any other governmental agency takes exception, shall be retained until final resolution or disposition of such appeals, litigation, claims, or exceptions.
- C. Liability. SUBRECIPIENT shall pay to COUNTY the full amount of COUNTY'S liability to the State or Federal government or any agency thereof resulting from any disallowance or other audit exceptions to the extent that such liability is attributable to SUBRECIPIENT'S failure to perform under this CONTRACT.

**16. Breach of Contract:** The failure of the SUBRECIPIENT to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:

- A. Terminate the CONTRACT immediately, pursuant to Paragraph K herein; and
- B. Afford the SUBRECIPIENT written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach; and
- C. Discontinue payment to the SUBRECIPIENT for and during the period in which the SUBRECIPIENT is in breach;
- D. Offset against any monies billed by the SUBRECIPIENT but yet unpaid by the COUNTY those monies disallowed pursuant to the above.

17. **Conditions Affecting Work:** SUBRECIPIENT shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this CONTRACT; and to know the general conditions which can affect the work or the cost thereof. Any failure by the SUBRECIPIENT to do so will not relieve SUBRECIPIENT from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.
18. **Conflict of Interest – SUBRECIPIENT’S Personnel:** The SUBRECIPIENT shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the SUBRECIPIENT; the SUBRECIPIENT’S employees, agents, and relatives; sub-tier SUBRECIPIENTS; and third parties associated with accomplishing work and services hereunder. The SUBRECIPIENT’S efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.
19. **Conflict of Interest – COUNTY Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The SUBRECIPIENT shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
20. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a contract for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.
21. **SUBRECIPIENT Personnel:** The SUBRECIPIENT warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT.
22. **SUBRECIPIENT’S PROJECT MANAGER and Key Personnel:** SUBRECIPIENT shall appoint a PROJECT MANAGER to direct the SUBRECIPIENT’S efforts in fulfilling SUBRECIPIENT’S obligations under this CONTRACT. This PROJECT MANAGER shall be subject to approval by the COUNTY and shall not be changed without the written consent of the COUNTY’S PROJECT MANAGER, which consent shall not be unreasonably withheld.

The SUBRECIPIENT’S PROJECT MANAGER, in consultation and agreement with COUNTY, shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The COUNTY’S PROJECT MANAGER shall have the right to require the removal and replacement of the SUBRECIPIENT’S PROJECT MANAGER from providing services to the COUNTY under this Contract. The COUNTY’S PROJECT MANAGER shall notify the SUBRECIPIENT in writing of such action. The SUBRECIPIENT shall accomplish the removal within five (5) business days after written notice by the COUNTY’S PROJECT MANAGER. The

COUNTY'S PROJECT MANAGER shall review and approve the appointment of the replacement for the SUBRECIPIENT'S PROJECT MANAGER. The COUNTY is not required to provide any additional information, reason or rationale in the event it The COUNTY is not required to provide any additional information, reason or rationale in the event it requires the removal of SUBRECIPIENT'S PROJECT MANAGER from providing further services under the Contract.

- 23. County of Orange Child Support Enforcement Provision:** SUBRECIPIENT certifies it is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of the Contract and failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
- 24. Data – Title To:** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the SUBRECIPIENT in the performance of this CONTRACT will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the SUBRECIPIENT after completion or termination of this contract without the express written consent of the COUNTY. All materials, documents, data or information, including copies, must be returned to the COUNTY at the end of this CONTRACT (or final renewal), as applicable.
- 25. Intellectual Property:**
- A. Federal Funding:  
In any Agreement funded in whole or in part by the Federal government, COUNTY may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the CONTRACT, except as provided in 37 Code of Federal Regulations Part 401.14. SUBRECIPIENT agrees to grant the COUNTY, Federal and State governments a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.
  - B. Ownership:
    - i. Except where COUNTY has agreed in a signed writing to accept a license, COUNTY shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by SUBRECIPIENT or COUNTY and which result directly or indirectly from this CONTRACT.
    - ii. For the purposes of this CONTRACT, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information

maintained, collected or stored in the ordinary course of business by COUNTY, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- a. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
- iii. In the performance of this CONTRACT, SUBRECIPIENT may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this CONTRACT. In addition, under this CONTRACT, SUBRECIPIENT may access and utilize certain of COUNTY's Intellectual Property in existence prior to the effective date of this CONTRACT. Except as otherwise set forth herein, SUBRECIPIENT shall not use any of COUNTY's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of COUNTY. Except as otherwise set forth herein, neither the SUBRECIPIENT nor COUNTY shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this CONTRACT, SUBRECIPIENT accesses any third-party Intellectual Property that is licensed to COUNTY, SUBRECIPIENT agrees to abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license CONTRACT.
- iv. SUBRECIPIENT agrees to cooperate with COUNTY in establishing or maintaining COUNTY's exclusive rights in the Intellectual Property, and in assuring COUNTY's sole rights against third parties with respect to the intellectual Property. If the SUBRECIPIENT enters into any agreements or subcontracts with other parties in order to perform this CONTRACT, SUBRECIPIENT shall require the terms of the agreement(s) to include all Intellectual Property provisions of Paragraphs Twenty-Five (25)(A) through Twenty-Five (25)(I). Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to COUNTY all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, SUBRECIPIENT or COUNTY and which result directly or indirectly from this CONTRACT or any subcontract.
- v. Pursuant to Paragraph Twenty-Five (25)(B)(iv) of the Intellectual Property Provisions of this CONTRACT, the requirement for the SUBRECIPIENT to include all Intellectual Property Provisions of Paragraphs Twenty-Five (25)(A) through Twenty-Five (25)(I) of the Intellectual Property Provisions in all contracts and subcontracts it enters into with other parties does not apply

to contracts or subcontracts that are for customized and on-the-job training as authorized under 20 CFR WIOA NPRM 680.700-850.

- vi. SUBRECIPIENT further agrees to assist and cooperate with COUNTY in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce COUNTY's Intellectual Property rights and interests.

C. Retained Rights/License Rights:

- i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by SUBRECIPIENT or COUNTY and which result directly or indirectly from this CONTRACT, SUBRECIPIENT shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this CONTRACT. SUBRECIPIENT hereby grants to COUNTY, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of SUBRECIPIENT's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this CONTRACT, unless SUBRECIPIENT assigns all rights, title and interest in the Intellectual Property as set forth herein.
- ii. Nothing in this provision shall restrict, limit, or otherwise prevent SUBRECIPIENT from using any ideas, concepts, know-how, methodology or techniques related to its performance under this CONTRACT, provided that SUBRECIPIENT's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of COUNTY or third party, or result in a breach or default of any provisions of Paragraphs Twenty-Five (25)(A) through Twenty-Five (25)(I) or result in a breach of any provisions of law relating to confidentiality.

D. Copyright:

- i. SUBRECIPIENT agrees that for purposes of copyright law, all works (as defined in Ownership, Paragraph Twenty-Five (25)(B)(ii) of authorship made by or on behalf of SUBRECIPIENT in connection with SUBRECIPIENT's performance of this CONTRACT shall be deemed "works made for hire." SUBRECIPIENT further agrees that the work of each person utilized by SUBRECIPIENT in connection with the performance of this CONTRACT will be a "work made for hire," whether that person is an employee of SUBRECIPIENT or that person has entered into a contract with SUBRECIPIENT to perform the work. SUBRECIPIENT shall enter into a written agreement with any such person that (i) all work performed for SUBRECIPIENT shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to COUNTY to any work product made, conceived, derived from or reduced to practice by SUBRECIPIENT or COUNTY and which result directly or indirectly from this CONTRACT.
- ii. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this CONTRACT that include Intellectual Property made, conceived, derived from, or reduced to practice

by SUBRECIPIENT or COUNTY and which result directly or indirectly from this CONTRACT may not be reproduced or disseminated without prior written permission from COUNTY.

E. Patent Rights:

With respect to inventions made by SUBRECIPIENT in the performance of this CONTRACT, which did not result from research and development specifically included in the CONTRACT's Scope of Services, SUBRECIPIENT hereby grants to COUNTY a license as described under Paragraph Twenty-Five (25)(C) for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the CONTRACT's Scope of Services, then SUBRECIPIENT agrees to assign to COUNTY, without additional compensation, all its right, title and interest in and to such inventions and to assist COUNTY in securing United States and foreign patents with respect thereto.

F. Third Party Intellectual Property:

Except as provided herein, SUBRECIPIENT agrees that its performance of this CONTRACT shall not be dependent upon or include any Intellectual Property of SUBRECIPIENT or third party without first: (i) obtaining COUNTY's prior written approval; and (ii) granting to or obtaining for COUNTY's, without additional compensation, a license, as described in Paragraph Twenty-Five (25)(C), for any of SUBRECIPIENT's or third-party's Intellectual Property in existence prior to the effective date of this CONTRACT. If such a license upon these terms is unattainable, and COUNTY determines that the Intellectual Property should be included in or is required for SUBRECIPIENT's performance of this CONTRACT, SUBRECIPIENT shall obtain a license under terms acceptable to COUNTY.

G. Warranties:

i. SUBRECIPIENT represents and warrants that:

- a. SUBRECIPIENT has secured and will secure all rights and licenses necessary for its performance of this CONTRACT.
- b. Neither SUBRECIPIENT's performance of this CONTRACT, nor the exercise by either Party of the rights granted in this CONTRACT, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by SUBRECIPIENT or COUNTY and which result directly or indirectly from this CONTRACT will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by SUBRECIPIENT.
- c. Neither SUBRECIPIENT's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- d. SUBRECIPIENT has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture



- talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
  - e. SUBRECIPIENT has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to COUNTY in this CONTRACT.
  - f. SUBRECIPIENT has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this CONTRACT for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - g. SUBRECIPIENT has no knowledge of any outstanding claims, licenses or other charges, liens or encumbrances of any kind or nature whatsoever that could affect in any way SUBRECIPIENT's performance of this CONTRACT.
- ii. COUNTY MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.
- H. Intellectual Property Indemnity:
- i. SUBRECIPIENT shall indemnify, defend and hold harmless COUNTY and its licensees and assignees, and its officers, DIRECTOR, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not SUBRECIPIENT is a party to any pending or threatened litigation, which arise out of or are related to:
    - a. The incorrectness or breach of any of the representations, warranties, covenants or agreements of SUBRECIPIENT pertaining to Intellectual Property; or,
    - b. Any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of COUNTY's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by SUBRECIPIENT or COUNTY and which result directly or indirectly from this CONTRACT. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this CONTRACT. COUNTY reserves the right to participate in and/or control, at SUBRECIPIENT's expense, any such infringement action brought against COUNTY.
  - ii. Should any Intellectual Property licensed by the SUBRECIPIENT to COUNTY under this CONTRACT become the subject of an Intellectual Property infringement claim SUBRECIPIENT will exercise its authority reasonably and in good faith to preserve COUNTY's right to use the licensed Intellectual Property in accordance with this CONTRACT at no expense to COUNTY. COUNTY shall have the right to monitor and appear through its

own counsel (at SUBRECIPIENT's expense) in any such claim or action. In the defense or settlement of the claim, SUBRECIPIENT may obtain the right for COUNTY to continue using the licensed intellectual Property or, replace or modify the licensed Intellectual Property, so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, COUNTY may be entitled to a refund of all monies paid under this CONTRACT, without restriction or limitation of any other rights and remedies available at law or in equity.

- iii. SUBRECIPIENT agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of Paragraphs Twenty-Five (25)(A) through Twenty-Five (25)(I) by SUBRECIPIENT. SUBRECIPIENT acknowledges COUNTY would suffer irreparable harm in the event of such breach and agrees COUNTY shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

I. Survival:

The provisions set forth herein shall survive any termination or expiration of this CONTRACT or any CONTRACT schedule.

26. **Disputes – CONTRACT:**

- A. The PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by the SUBRECIPIENT'S PROJECT MANAGER and the COUNTY'S PROJECT MANAGER, such matter shall be brought to the attention of the CONTRACT MANAGER by way of the following process:
  - i. The SUBRECIPIENT shall submit to the agency/department assigned COUNTY'S PROJECT MANAGER a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.
  - ii. The SUBRECIPIENT'S written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the SUBRECIPIENT shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the SUBRECIPIENT believes the COUNTY is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the SUBRECIPIENT agrees to proceed with the provision of services under this CONTRACT. The SUBRECIPIENT'S failure to proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the CONTRACT MANAGER. If the COUNTY fails to render a decision within ninety (90) days after receipt of the SUBRECIPIENT'S demand, it shall be deemed a final decision adverse to the SUBRECIPIENT'S

contentions. Nothing in this Paragraph 26 shall be construed as affecting the COUNTY'S right to terminate the CONTRACT for Cause or Terminate for Convenience as stated in Paragraph K herein.

27. **Complaint Handling Procedures:** SUBRECIPIENT shall comply with grievance procedures, as defined by the program's funding stream. SUBRECIPIENT shall advise participants of their right to file complaints and of the procedures for resolution of complaints. SUBRECIPIENT shall follow program's procedures for handling complaints which is available from the COUNTY's PROJECT MANAGER for alleging a violation of regulations, grants or other agreements. Any decision of the COUNTY, the State or the Federal government relating to the complaint shall be binding on SUBRECIPIENT.

28. **EDD Independent SUBRECIPIENT Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays \$600 or more or with whom the COUNTY enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent SUBRECIPIENTS. An independent SUBRECIPIENT is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at: [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

29. **Gratuities:** The SUBRECIPIENT warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the SUBRECIPIENT or any agent or representative of the SUBRECIPIENT to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring on the open market any services which the SUBRECIPIENT agreed to supply shall be borne and paid for by the SUBRECIPIENT. The rights and remedies of the COUNTY provided in this Paragraph 29 shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.

30. **Sectarian Activities:** SUBRECIPIENT certifies that this CONTRACT does not aid or advance any religious sect, church or creed for a purpose that is sectarian in nature, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination.

31. **Drug Free Workplace:** SUBRECIPIENT shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit 1 and incorporated herein by this reference.

32. **Debarment:** SUBRECIPIENT shall execute and abide by the Certification Regarding Debarment & Suspension, attached hereto as Exhibit 2 and incorporated herein by this reference, and by so doing declares that it is not debarred or suspended or otherwise excluded from or ineligible for participation in Federal/State assistance programs in accordance with 29 CFR Part 98.
33. **Lobbying:**
- A. SUBRECIPIENT shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit 3 and incorporated herein by this reference. SUBRECIPIENT shall complete and immediately forward to the COUNTY's PROJECT MANAGER the "Disclosure Form to Report Lobbying," a copy of which is attached hereto as Exhibit 4 and incorporated herein by this reference, if SUBRECIPIENT, or any person, firm or corporation acting on SUBRECIPIENT'S behalf, engaged or engages in lobbying any federal office, employee, elected official or agency with respect to this CONTRACT or funds to be received by SUBRECIPIENT pursuant to this CONTRACT.
  - B. SUBRECIPIENT agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate or political activity, except as permitted by law.
  - C. SUBRECIPIENT shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).
34. **Fraud:** SUBRECIPIENT shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this CONTRACT. SUBRECIPIENT shall inform staff and the general public of how to report fraud, waste or abuse through appropriate postings of incident reporting notice. The County's Anti-Fraud Program can be accessed through: <http://ocgov.com/gov/risk/programs/antifraud>.
35. **Standards of Conduct:**
- A. **General Assurance.** Every reasonable course of action will be taken by SUBRECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism and questionable or improper conduct.  
  
This CONTRACT will be administered in an impartial manner, free from efforts to attain personal, financial or political gain. SUBRECIPIENT, its officers and employees, in administering this CONTRACT, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.
  - B. **Employment of Former State or COUNTY Employees.** SUBRECIPIENT will ensure that any of its employees who were formerly employed by the State of California or COUNTY, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this CONTRACT, will not be assigned to any part or phase of the activities conducted pursuant to this CONTRACT for a period of not less than two years following the termination of such employment.
  - C. **Conducting Business Involving Relatives.** No relative by blood, adoption or marriage of any executive or employee of SUBRECIPIENT will receive favorable treatment when considered for enrollment in programs provided by, or employment with SUBRECIPIENT.
  - D. **Conducting Business Involving Close Personal Friends and Associates.** Executives and employees of SUBRECIPIENT will be particularly aware of the varying degrees of influence that can be exerted by personal friends and

associates and, in administering this CONTRACT, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for SUBRECIPIENT to conduct business with a friend or associate of an executive or employee of SUBRECIPIENT or an elected official in the area or a staff person or consultant who is a member or officer of the Board of Directors or other official governing body of SUBRECIPIENT, a permanent record of the transaction will be retained.

E. Avoidance of Conflict of Economic Interest. No executive or employee of SUBRECIPIENT, elected official in the area, or any staff person or consultant who is a member or officer of the Board of Directors or other official governing body of SUBRECIPIENT will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by SUBRECIPIENT or COUNTY.

36. **News/Information Release:** The SUBRECIPIENT agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this CONTRACT without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY'S PROJECT MANAGER.

37. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

For COUNTY:

OC Community Resources  
Community Investment Division  
PROJECT MANAGER  
1300 South Grand Ave., Bldg. 'B', 3<sup>rd</sup> Flr  
Santa Ana, CA 92705-4407

OC Community Resources  
Contract Development & Management  
CONTRACT MANAGER  
1501 East St. Andrew Place, 1<sup>st</sup> Flr  
Santa Ana, CA 92705-4930

For SUBRECIPIENT:

ProPath, Inc.  
David Baquerizo, President  
785 Tucker Rd Ste G 392  
Tehachapi, CA 93561-2523

38. **Literature/Publicity:** Any literature distributed by SUBRECIPIENT for the purpose of apprising businesses, participants, or the general public of its programs under this CONTRACT shall state that its program, wholly or in part, is funded through COUNTY, State and Federal government funds; are supported by the County of Orange and the Orange County Development Board and shall state that the program is an "equal

opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

39. **Ownership of Documents:** The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the SUBRECIPIENT. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the SUBRECIPIENT without the express written consent of the COUNTY.
40. **Precedence:** The CONTRACT documents consist of this CONTRACT and its attachments and exhibits. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the recitals and articles of this CONTRACT, and then the attachments and exhibits.
41. **COUNTY'S PROJECT MANAGER:** The COUNTY shall appoint a PROJECT MANAGER to act as liaison between the COUNTY and the SUBRECIPIENT during the term of this CONTRACT. The COUNTY's PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with the SUBRECIPIENT.
42. **Reports/Meetings:** The SUBRECIPIENT shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. The COUNTY'S PROJECT MANAGER and the SUBRECIPIENT'S PROJECT MANAGER will meet on reasonable notice to discuss the SUBRECIPIENT'S performance and progress under this CONTRACT. If requested, the SUBRECIPIENT'S PROJECT MANAGER and other project personnel shall attend all meetings. The SUBRECIPIENT shall provide such information that is requested by the COUNTY for the purpose of monitoring progress under this CONTRACT.

SUBRECIPIENT shall maintain records and submit such reports, data and information regarding the performance of SUBRECIPIENT's services, activities, costs or other data relating to this CONTRACT, in the form and at such time as COUNTY PROJECT MANAGER may require. COUNTY PROJECT MANAGER may modify the provisions of this Paragraph 42 without further Board of Supervisors action upon written notice to SUBRECIPIENT.

43. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the SUBRECIPIENT shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the SUBRECIPIENT. Upon termination COUNTY agrees to pay the SUBRECIPIENT for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.

SUBRECIPIENT may terminate this CONTRACT without penalty after ninety (90) days written notice, unless otherwise specified. Notice shall be deemed served on the date of mailing. Exercise by SUBRECIPIENT to terminate the CONTRACT shall relieve

SUBRECIPIENT of all further obligations after the ninety (90) day written notice; but does not release SUBRECIPIENT of any provision of this Agreement which imposes any obligation described herein up to or after termination of this Agreement that shall survive the termination or expiration of this Agreement.

44. **Errors and Omissions:** All reports, files and other documents prepared and submitted by SUBRECIPIENT shall be complete and shall be carefully checked by the professional(s) identified by SUBRECIPIENT as PROJECT MANAGER and key personnel attached hereto, prior to submission to the COUNTY. SUBRECIPIENT agrees that COUNTY review is discretionary and SUBRECIPIENT shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving SUBRECIPIENT'S reports, files and other written documents, the reports, files or documents will be returned to SUBRECIPIENT for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by SUBRECIPIENT after COUNTY approval thereof, COUNTY approval of SUBRECIPIENT'S reports, files or documents shall not be used as a defense by SUBRECIPIENT in any action between the COUNTY and SUBRECIPIENT, and the reports, files or documents will be returned to SUBRECIPIENT for correction.
45. **Signature in Counterparts:** The PARTIES agree that separate copies of this CONTRACT and/or electronic signatures and handwritten signatures may be signed by each of the PARTIES, and this CONTRACT will have the same force and effect as if the original had been signed by all the PARTIES.

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## **Program Specific Terms and Conditions**

46. **Participants:**
- A. **Eligibility.** Only participants who have been determined to meet all federal eligibility requirements to receive training hereunder shall be enrolled by SUBRECIPIENT in any occupational training. Determinations that participants meet federal eligibility requirements shall be made by One Stop Centers funded by COUNTY, and, when applicable, by WIOA Young Adult Career Service Providers.
  - B. **Benefits.** Benefits shall be provided to participants in accordance with the standards and requirements set forth in the Act, including Section 181.
  - C. **Rights and Privileges.** All participants enrolled in courses pursuant to the CONTRACT shall be entitled to all the rights and privileges to which other SUBRECIPIENT students are entitled, including, but not limited to, special instruction, use of facilities on SUBRECIPIENT's premises such as the libraries and learning centers, counseling, student body activities, and veterans' benefits. SUBRECIPIENT's representatives will provide academic counseling for participants and inform them of SUBRECIPIENT's services available to them.
  - D. **Labor Standards.** SUBRECIPIENT shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.
47. **Pell Grants/HEA Title IV:** If SUBRECIPIENT provides any services under this CONTRACT to applicants for or recipients of Pell Grants or awards pursuant to Title IV of the Higher Education Act, SUBRECIPIENT shall cooperate with COUNTY'S PROJECT MANAGER in coordinating these grants and awards with WIOA funding in accordance with 20 C.F.R. 663.320 and Section 134 (d) of the Act. SUBRECIPIENT shall inform COUNTY'S PROJECT MANAGER in writing of the amounts and disposition of any Pell Grants, Higher Education Act Title IV awards and other financial aid granted to each WIOA participant under this CONTRACT.
48. **Policies and Procedures:** SUBRECIPIENT shall monitor its program for compliance with the provisions of this CONTRACT. SUBRECIPIENT shall also comply with all applicable parts of COUNTY'S WIOA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from COUNTY'S PROJECT MANAGER.
49. **Budget Schedule:** SUBRECIPIENT agrees that the expenditures of any and all funds under this CONTRACT will be in accordance with the Budget Schedule, a copy of which is attached hereto as Attachment C and which by this reference is incorporated herein and made a part hereof as if fully set forth.
50. **Modification of Budget Schedule:**
- A. Upon written approval from COUNTY, SUBRECIPIENT shall have the authority to transfer allocated program funds from one category of the overall program Budget to any other category of the overall program Budget. No such transfer may be made without the express prior written approval of COUNTY. A modification of the Budget may include the addition of any new budget category.
  - B. SUBRECIPIENT may submit a program or budget modification request in response to the modification of program components and/or service levels.
51. **Sweat-free Code of Conduct:** All SUBRECIPIENTS contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding



accessories, equipment, or supplies have been furnished to the SUBRECIPIENT from sources that include sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The SUBRECIPIENT further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

The SUBRECIPIENT agrees to cooperate fully in providing reasonable access to the SUBRECIPIENT's records, documents, agents or employees, or premises if reasonably required by authorized officials of the State or COUNTY, the Department of Industrial Relations, or the Department of Justice to determine the SUBRECIPIENT's compliance with the requirements under Paragraph A of the Sweat-free Code of Conduct.

52. **Annual Audit:** SUBRECIPIENT shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIOA funds received from COUNTY, in accordance with the Act, 20 CFR WIOA NPRM Part 683.200, and 2 CFR 200 Subpart F and 2 CFR 2900 Subpart F. SUBRECIPIENT shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by SUBRECIPIENT.
53. **Corporate Status:** All corporate SUBRECIPIENTS shall be registered with the California Secretary of State and shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board, or Internal Revenue Service. Any change in corporate status or suspension shall be reported by SUBRECIPIENT immediately in writing to COUNTY'S PROJECT MANAGER.
54. **Equipment:** All computer-related and electronic equipment purchased with funds provided under this CONTRACT or which are furnished to SUBRECIPIENT by COUNTY shall be considered Equipment. This includes, but is not limited to laptops, desktop computers, iPads, cell phones, PDAs, cameras, and DVD players. Title to all items of Equipment purchased vests and will remain in COUNTY as such shall be designated by COUNTY's PROJECT MANAGER. The use of such items of Equipment is limited to the performance of this CONTRACT. Upon the termination of this CONTRACT, SUBRECIPIENT shall immediately return any items of Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of COUNTY's PROJECT MANAGER.

SUBRECIPIENT further agrees to the following:

- A. To maintain all items of Equipment in good working order and condition, except for normal wear and tear.
- B. To label all items of Equipment, do periodic inventories as required by COUNTY's PROJECT MANAGER and to maintain an inventory list showing where and how the Equipment is being used, in accordance with procedures developed by COUNTY's PROJECT MANAGER. All such lists shall be submitted to COUNTY's PROJECT MANAGER within ten (10) days of the request therefore. Inventory lists must be maintained for four (4) years after final disposition of property.
- C. To report in writing to COUNTY's PROJECT MANAGER immediately after discovery, the loss or theft of any items of Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to COUNTY's PROJECT MANAGER.
- D. To purchase a policy or policies of insurance covering loss or damage to any and all Equipment purchased under this CONTRACT, in the amount of the full replacement value thereof, providing protection against the classification of fire,

extended coverage, vandalism, malicious mischief and special extended perils (all risks) covering the PARTIES' interests as they appear.

- E. The purchase of any Equipment by SUBRECIPIENT shall be requested by SUBRECIPIENT in writing, shall require the prior written approval of DIRECTOR and shall fulfill the provisions of this CONTRACT which are appropriate and directly related to SUBRECIPIENT's service or activity under the terms of this CONTRACT. COUNTY may refuse reimbursement for any costs resulting from Equipment purchased, which are incurred by SUBRECIPIENT, if prior written approval has not been obtained from COUNTY's PROJECT MANAGER.

- 55. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by SUBRECIPIENT and/or anyone acting under the supervision of SUBRECIPIENT to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this CONTRACT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the COUNTY unless otherwise agreed to by both PARTIES.

56. **Other Requirements – Program Confidentiality:**

- A. Without prejudice to any other section of this CONTRACT, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning participants in accordance with the requirements of federal and State law. However, SUBRECIPIENT shall submit to COUNTY, the State of California and/or the United States government or their representatives, all records requested for administrative purposes, including audits, examinations, monitoring and verification of reports submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.
- B. SUBRECIPIENT shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to SUBRECIPIENT under this CONTRACT to sign an agreement with SUBRECIPIENT before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to SUBRECIPIENT by COUNTY, except as may be required to provide services under this CONTRACT or to those specified in this CONTRACT as having the capacity to audit SUBRECIPIENT, and as to the latter, only during such audit. SUBRECIPIENT shall provide reports and any other information required by COUNTY in the administration of this CONTRACT, and as otherwise permitted by law.
- C. The State of California Information Practices Act of 1977 sets forth certain requirements and safeguards regarding records pertaining to individuals, including the rights of access by the subject individual and by third parties. The disclosure of information from student records is governed by the Federal Family Educational Rights and Privacy Act (FERPA) and in part by the State of California Education Code and SUBRECIPIENT Policies Applying to the Disclosure of Information and Student Records. It is the purpose of these policies to provide reasonable interpretations of those laws and to protect the student's right to privacy. The Federal Family Educational Rights and Privacy Act (FERPA) is a U.S. federal law that protects the privacy of student records. Generally, this law states schools

must have written permission from the student in order to release any information from a student's education record.

The SUBRECIPIENT shall be guided by the following principles: (1) the release of any personally identifiable student information to any third parties shall be managed in ways that are in compliance with FERPA and (2) the information in the student's file should be disclosed to the student upon request. Therefore, SUBRECIPIENT shall procure the written consent from students enrolled through the COUNTY allowing SUBRECIPIENT to disclose to the participants' employer, County of Orange, State of California, or U.S. Department of Labor student information such as grades, academic disputes and other matters related to a student's status as a student. Such consent shall be obtained materially in the form, titled Family Educational Rights and Privacy Act (FERPA) Authorization to Release Information to a Designated Third Party.

D. SUBRECIPIENT agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this CONTRACT.

**57. Compliance with Law – CONTRACT:**

In its performance under this CONTRACT, SUBRECIPIENT shall fully comply with the requirements of the following, whether or not otherwise referred to in this CONTRACT:

- A. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 20 CFR WIOA NPRM Parts 676 through 678 and Parts 675, 679 through 687.
  - i. All applicable standards and orders and requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Environmental Protection Agency regulations in contracts in excess of \$100,000.
  - ii. All mandatory standards and policies relating to energy efficiency as particularized in the state Energy Conservation Plan (Title 20, California Code of Regulations), as required by the U.S. Energy Policy and Conservation Act (P.L. 94-163) as each may now exist or be thereafter amended;
- B. All applicable State statutes, regulations, policies, procedures and directives;
- C. All applicable COUNTY policies, procedures and directives;
- D. All applicable local ordinances and requirements, including use permits and licensing;
- E. Court orders applicable to SUBRECIPIENT's operations; and
- F. The terms and conditions of this CONTRACT, including Attachments and Exhibits.

**58. Scope of Services:** This CONTRACT specifies the Contractual terms and conditions by which the COUNTY will procure services from SUBRECIPIENT as further detailed in Attachment B, Scope of Services, and Attachment D, Performance Standards which are part of this CONTRACT and which by this reference is incorporated herein and made a part hereof as if fully set forth.

**59. D-U-N-S Number and Related Information:** The D-U-N-S number is a unique 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity. The D-U-N-S number is needed to coordinate with the System for Award Management (SAM) that combines federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. <https://www.SAM.gov>.

The D-U-N-S number must be provided to COUNTY prior to the execution of this CONTRACT. SUBRECIPIENT shall ensure all D-U-N-S information is up to date and the D-U-N-S number status is "active," prior to execution of this CONTRACT.

If COUNTY cannot access the SUBRECIPIENT's D-U-N-S information related to this federal sub award on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.GOV) due to errors in the SUBRECIPIENT's data entry for its D-U-N-S number, the SUBRECIPIENT must immediately update the information as required.

The County reserves the right to verify and validate any information prior to contract award and during the entire term of the Contract.

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**General Terms and Conditions:**

- A. **Governing Law and Venue:** This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This CONTRACT, including Attachments A, B, C, and D and Exhibits 1, 2, 3, 4, and 5 which are attached hereto and incorporated herein by this reference, when accepted by the SUBRECIPIENT either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the PARTIES with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by COUNTY's CONTRACT MANAGER.
- C. **Amendments:** No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the PARTIES; no oral understanding or agreement not incorporated herein shall be binding on either of the PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. Intentionally left blank.
- E. **Delivery:** Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed Scope of Services. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by COUNTY.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Intentionally left blank.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, SUBRECIPIENT shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. SUBRECIPIENT warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. SUBRECIPIENT agrees that, in accordance with the more specific requirement contained in Paragraph HH below, it shall indemnify, defend and hold COUNTY and COUNTY INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the PARTIES. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by SUBRECIPIENT without the express written consent of COUNTY. Any attempt by SUBRECIPIENT to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.
- J. **Non-Discrimination:** In the performance of this CONTRACT, SUBRECIPIENT agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. SUBRECIPIENT acknowledges that a violation of this provision shall subject SUBRECIPIENT to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the SUBRECIPIENT. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.
- N. **Independent SUBRECIPIENT:** SUBRECIPIENT shall be considered an independent SUBRECIPIENT and neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall be considered an agent or an employee of COUNTY. Neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. **Performance:** SUBRECIPIENT shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY'S satisfaction. SUBRECIPIENT shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the SUBRECIPIENT under this CONTRACT. SUBRECIPIENT shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.

P. **Insurance:**

**Insurance Provisions**

Prior to the provision of services under this CONTRACT, the SUBRECIPIENT agrees to purchase all required insurance at SUBRECIPIENT's expense, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this CONTRACT have been complied with. SUBRECIPIENT agrees to keep such insurance coverage, Certificates of Insurances, and endorsements on deposit with the COUNTY during the entire term of this CONTRACT. In addition, all subcontractors performing work on behalf of SUBRECIPIENT pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for SUBRECIPIENT.

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

All self-insured retentions (SIRs) and be clearly stated on the Certificate of Insurance.

Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager or designee, upon review of SUBRECIPIENT's current audited financial report. If the SUBRECIPIENT's SIR is approved, SUBRECIPIENT, in addition to, and without limitation of, any other indemnity provision(s) in this CONTRACT, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from SUBRECIPIENT's, its agents, employee's or subcontractor's performance of this Contract, SUBRECIPIENT shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) SUBRECIPIENT's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the SUBRECIPIENT's SIR provision shall be interpreted as though the SUBRECIPIENT was an insurer and the County was the insured.

If the SUBRECIPIENT fails to maintain insurance acceptable to the COUNTY for the full term of this CONTRACT, the COUNTY may terminate this CONTRACT.

**Qualified Insurer**

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

**or ambest.com).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).  
If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability Insurance	\$1,000,000 per claims-made; \$1,000,000 aggregate
Sexual Misconduct	\$1,000,000 per occurrence
Employee Dishonesty (if applicable)	\$100,000 per occurrence (Limit commensurate with exposure)

### **Required Coverage Forms**

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

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

### **Required Endorsements**

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

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

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



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

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

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

The County of Orange shall be the loss payee on the Employee Dishonesty coverage. If applicable, a Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance. Employee Dishonesty insurance is required only for entities that need an Advance described in Paragraph 11(C).

SUBRECIPIENT shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the CONTRACT, upon which the COUNTY may suspend or terminate this CONTRACT.

If SUBRECIPIENT's Professional Liability and/or Network Security & Privacy Liability are "Claims Made" policy(ies), SUBRECIPIENT shall agree to maintain coverage for two (2) years following completion of the CONTRACT.

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

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

If the SUBRECIPIENT fails to provide the insurance certificates and endorsements within seven (7) days of notification to OC Community Resources/Contract Development & Management, award may be made to the next qualified SUBRECIPIENT.

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

COUNTY shall notify SUBRECIPIENT in writing of changes in the insurance requirements. If SUBRECIPIENT does not deposit copies of acceptable Certificates of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt

of such notice, this CONTRACT may be in breach without further notice to SUBRECIPIENT, and COUNTY shall be entitled to all legal remedies.

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

Q. Intentionally left blank.

R. Intentionally left blank.

S. **Change of Ownership:** SUBRECIPIENT agrees that if there is a change or transfer in ownership of SUBRECIPIENT's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume SUBRECIPIENT'S duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.

T. **Force Majeure:** SUBRECIPIENT shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided

SUBRECIPIENT gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and SUBRECIPIENT avails himself of any available remedies.

U. **Confidentiality:** SUBRECIPIENT agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by SUBRECIPIENT and SUBRECIPIENT's staff, agents and employees.

V. **Compliance with Laws:** SUBRECIPIENT represents and warrants that services to be provided under this CONTRACT shall fully comply, at SUBRECIPIENT's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. SUBRECIPIENT acknowledges that COUNTY is relying on SUBRECIPIENT to ensure such compliance, and pursuant to the requirements of Paragraph HH below, SUBRECIPIENT agrees that it shall defend, indemnify and hold COUNTY and COUNTY INDEMNITEES harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

W. Intentionally left blank.

X. Intentionally left blank.

Y. Intentionally left blank.

Z. **Terms and Conditions:** SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.

AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and Paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

- BB. **Severability:** If any term, covenant, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other PARTY hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.
- FF. **Authority:** Intentionally left blank.
- GG. **Employee Eligibility Verification:** The SUBRECIPIENT warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The SUBRECIPIENT shall obtain, from all employees, consultants and sub-contractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The SUBRECIPIENT shall retain all such documentation for all covered employee, consultants and sub-contractors for the period prescribed by the law. The SUBRECIPIENT shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, and its COUNTY INDEMNITEES, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the SUBRECIPIENT or the COUNTY or COUNTY INDEMNITEES, or any combination of the three in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.
- HH. **Indemnification Provisions:** SUBRECIPIENT agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the State of California, and the Orange County Development Board, their elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by SUBRECIPIENT pursuant to this CONTRACT. If judgment is entered against SUBRECIPIENT and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,

SUBRECIPIENT and COUNTY agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.

- II. **Audits/Inspections:** SUBRECIPIENT agrees to permit the COUNTY's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the COUNTY) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of SUBRECIPIENT for the purpose of auditing or inspecting any aspect of performance under this CONTRACT. The inspection and/or audit will be confined to those matters connected to the performance of the CONTRACT including, but not limited to, the costs of administering the CONTRACT. The COUNTY will provide reasonable notice of such an audit or inspection.

The COUNTY reserves the right to audit and verify the SUBRECIPIENT's records before final payment is made.

SUBRECIPIENT agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this CONTRACT or by law. SUBRECIPIENT agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, SUBRECIPIENT agrees to include a similar right to the COUNTY to audit records and interview staff of any subcontractor related to performance of this CONTRACT.

Should the SUBRECIPIENT cease to exist as a legal entity, the SUBRECIPIENT's records pertaining to this CONTRACT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the COUNTY's project manager.

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**IN WITNESS WHEREOF**, the PARTIES hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this CONTRACT to be executed.

**\*ProPath, Inc.**

By: DocuSigned by:  
David Baquerizo  
680020EFB070402...

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

Name: David Baquerizo  
(Print)

Name: \_\_\_\_\_  
(Print)

Title: President

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

Dated: 5/23/2018

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

\*For SUBRECIPIENTS 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 SUBRECIPIENTS that are not corporations, the person who has authority to bind the SUBRECIPIENT to a contract, must sign on one of the lines above.

\*\*\*\*\*

**COUNTY OF ORANGE**

A Political Subdivision of the State of California

By: DocuSigned by:  
Renee Ramirez Renee Ramirez  
0E6A027B340840C...  
Dylan Wright, Director  
OC Community Resources

Dated: 6/26/2018

**APPROVED AS TO FORM  
DEPUTY COUNTY COUNSEL**

By: DocuSigned by:  
Carolyn S. Frost Carolyn S. Frost  
D3AB008D76D0B425...  
DEPUTY COUNTY COUNSEL

Dated: 5/23/2018



## **GENERAL PROGRAM REQUIREMENTS ONE STOP CENTER & BUSINESS SERVICES**

The General Program Requirements have been designed to provide the framework wherein the CONTRACTOR will provide services to participants. The Workforce Investment Act (WIA) was reauthorized on July 22, 2014 as the Workforce Innovation and Opportunity Act (WIOA). WIOA Final Rule, Training and Employment Notices (TENS), Training and Employment Guidance Letters (TEGLs), Employment Development Department (EDD) Directives, and other issued guidance by Federal or State entities, provide guidance for WIOA both statewide and for local workforce investment systems. Workforce Investment Act (WIA) citations, rules, and regulations cited herein and within existing law and issued guidance shall continue to be implemented until such time WIOA-issued guidance and/or regulations supersede such citations, rules, and regulations; an addendum will be issued upon formal WIOA regulation release. WIA based local policies cited herein will remain in effect until superseded by a related local WIOA policy issuance. CONTRACTOR will provide or will coordinate the provision of services for the Orange County One-Stop System, as identified in Attachment B.

### **1. Governance**

CONTRACTOR agrees to comply, remain informed, and deliver services consistent with the provisions of the Workforce Innovation and Opportunity Act (WIOA), Orange County Workforce Development Board (OCDB) Policies, OCDB Area's Strategic Four-Year Regional Local Plan, applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement.

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

### **2. Governance References**

#### **A. Workforce Innovation and Opportunity Act (WIOA) of 2014**

Department of Labor, Employment and Training Administration, 20 CFR Parts 601,651,652, et al. WIOA Final Rule, Department of Labor, Employment and Training Administration, 20 CFR Part 676,677and 678 WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; WIOA Final Rule.

#### **B. Information Bulletins, Directives and any other federal and/or state guidance documents pertaining to the WIOA.**

#### **C. Actions, directives, and policy and procedures issued by the OCDB or staff relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements.**

**3. Orange County One-Stop System**

Contractor agrees to partner and to provide access to services provided by the mandated WIOA One-Stop partners as described in the Act as well as any additional partners identified by the OCDB or the Orange County Board of Supervisors.

**4. Vision for the One-Stop Centers under WIOA**

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

**5. Federal Award Identification**

A. **Subrecipient Name:** ProPath, Inc.

B. **Subrecipient's Unique Identifier (DUNS):** 16-006-8748

C. **Federal Award Identification Number (FAIN):** Pending

D. **Federal Award Date:** Pending

E. **Sub-award Period of Performance:** July 1, 2018 – December 31, 2018

F. **Total Amount of Federal Funds Obligated by the Action:** \$1,976,705

G. **Total Amount of Federal Funds Obligated to the Subrecipient:**  
\$4,600,000

H. **Total Amount of the Federal Award:** \$6,576,705

I. **Federal Award Project Description:** Funding to operate Orange County One-Stop services for Adults, Dislocated Workers, Veterans, and Employers.

J. **Name of Federal Awarding Agency:** Department of Labor

K. **Name of PTE:** Employment Development Department and County of Orange/OCDB.

L. **Contact Information for the Awarding Official:** Brian Rayburn, Interim Executive Director (714) 480-2885 [brian.rayburn@occr.ocgov.com](mailto:brian.rayburn@occr.ocgov.com)

M. **CFDA Number and Name:** See Title Page of Agreement

N. **Whether Award is R&D:** No

O. **Indirect Cost Rate for the Federal Award:** N/A

**6. Subrecipient or Contract**

In accordance with the requirements of 2 CFR 200.330 (Subrecipient and Contractor determination) and for the purpose of this Agreement, ProPath, Inc. is determined to be a Subrecipient.

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## **SCOPE OF SERVICES COMPREHENSIVE ONE-STOP AND BUSINESS SERVICES**

### **I. COORDINATION**

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

The Workforce Innovation and Opportunity Act (WIOA) (Pub. L. 113-128) establishes comprehensive legislation that reforms and modernizes the public workforce system. WIOA reaffirms the role of the public workforce system, and brings together and enhances several key employments, education, and training programs. It ensures that the workforce system operates as a comprehensive, integrated and streamlined system to provide pathways to prosperity for those it serves and continuously improves the quality and performance of its services.

In Partnership with the Orange County Board of Supervisors, the Orange County Development Board (OCDB) oversees Orange County's workforce development activities and establishes programs in response to the workforce needs of Orange County, including labor market information, employment and training services, and business assistance. Central to the OCDB's ability to provide services is the Orange County One-Stop Career Centers, a proud partner of America's Job Center of California (AJCC) network, affiliate centers and young adult employment and training programs located throughout the County. The OCDB designs and implements programs and services for businesses, adult job seekers, dislocated workers and young adults, working in close collaboration with education, business, labor, economic development and other organizations with a stake in preparing the County's workers to contribute to our growing economy.

The One-Stop Center(s) will continue to serve as the service delivery system for programs funded under the WIOA and its partner programs. The Orange County One-Stop System is a collaboration of organizations and agencies that are responsible for the administration of workforce development, educational, social services and other human services programs and funding streams that provide assistance to clients receiving services through the Orange County One-Stop Centers.

SUBRECIPIENT shall serve as the Operator of the One-Stop Centers for the Orange County Development Area as outlined within this Attachment. SUBRECIPIENT shall provide a comprehensive menu of programs and services as required by the WIOA.

WIOA is not an entitlement program, and selection for participation in this program is based upon an assessment of the client'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, SUBRECIPIENT shall deliver workforce development services to One-Stop Center adults, dislocated workers and other designated special populations. Services that must be made available to One-Stop



clients are outlined in Section III. Enhanced supportive services and training opportunities shall be funded and made available to enrolled clients. Business Services including Rapid Response shall also be provided.

SUBRECIPIENT shall conform to all WIOA regulations and future policy guidance issuances by the DOL, the State and OCDB during the term of this Agreement. Applicable new WIOA provisions and requirements supersede any replaced WIA provisions in existing policies cited within this Agreement.

## **B. Service Delivery Area**

1. **Services in the Northern Region** shall be offered through the One-Stop Center in Garden Grove at 7077 Oranewood Avenue #200.
  - a) Services shall also be offered through an **affiliate location in Buena Park** at 6281 Beach Blvd #307 or other designated area in the North Region.
2. **Services at the Joint Forces Training Base (JFTB) – Building 244** in Los Alamitos at 11206 Lexington Drive shall be offered to all Veterans enrolled in Adult, Dislocated Worker, or Discretionary programs.

**Services in the Southern Region** shall be offered through the One-Stop Center in Irvine at 17891 Cartwright Road.

## **C. One-Stop Center Operator Responsibilities with Partners**

### **OC Region Center Service Coordinator (AJCC Operator)**

The AJCC Operator(s) and the Adult and Dislocated Worker Career Services Providers fulfill two distinct and separate roles within the local AJCC system.

The One-Stop Operator must coordinate the service delivery of required one-stop partners and service providers. The Operator is responsible for the cohesive way in which partners and service providers interact with each other and how services are offered to all customers.

The One-Stop Operator's specific duties will include:

- Coordinate service delivery of participating One-Stop (AJCC) Partners and service providers (WIOA);
- Assist in maintaining the AJCC network structure;
- Integrate systems and coordinate services for the AJCC and its Partners, placing priority on customer service;
- Ensure implementation of Partner MOUs (State);
- Lead implementation of regional service delivery policies (State);
- Lead Reports to Boards on operations, performance and continuous improvement recommendations;

- Convene and facilitate quarterly partner meetings to ensure effective communication in the delivery of services; and
- Adhere to all applicable federal and state guidance (State).

For the Orange County Development Area, the OCDB has established additional roles for the One-Stop Operator, including the following: being the primary provider of services within the Centers; providing adult, dislocated worker services and business services within the Centers; and providing services across affiliate sites.

### 1. Mandated Partners

The WIOA reinforces the partnerships and strategies necessary for the One-Stops to provide high quality career services, education, training and supportive services.

#### Core Programs:

- Title I.B. – Adult, Dislocated Worker, and Young Adult (Youth)
- Title II – Adult Education and Literacy (Department of Education)
- Title III – Wagner-Peyser Employment Services (EDD)
- Title IV – Vocational Rehabilitation (Department of Rehabilitation)

In addition to these Core Programs, WIOA requires that, if available locally, the following partner programs provide access through the One-Stops:

- Career and Technical Education (Carl Perkins)
- Community Services Block Grant (CSBG)
- Unemployment Insurance Compensation Programs (UI)
- Local Veterans' Employment Representatives and Disabled Veterans' Outreach Program
- Trade Adjustment Assistance Programs (TAA)
- Housing and Urban Development (HUD) Employment and Training Programs
- National Farmworker Jobs Program
- American Indian and Native American Programs
- Temporary Assistance for Needy Families (TANF) /CalWORKs
- Title V - Senior Community Service Employment Program (SCSEP)
- Job Corps
- Youth Build

2. Phase I MOUs were developed between the OCDB and all partners that provide career services through the One-Stop Comprehensive Centers. Phase I MOUs address service coordination and collaboration amongst the partners. The MOUs include:

- Services provided through the One-Stop delivery system;
- Methods of referring customers;
- Access to services; and
- Administration and Operations Management.

3. Phase II MOUs shall be negotiated and developed by the OCDB, with assistance from the SUBRECIPIENT, with all partners co-located at each Comprehensive One-Stop Center.

The Phase II MOUs shall apply to all expenses benefiting the One-Stop System and its partners that cannot be directly applied to each partner separately. Expenses may include infrastructure costs such as rent, utilities, telephones, internet and equipment. Shared personnel (Receptionist), may also be included in the calculation. The shared cost shall be consistently applied over the term of the MOU. Charges to the WIOA programs shall reflect a fair portion of the benefits received, and the methodology used in determining the allocation of the shared cost is reflected in the MOU. The OCDB will be responsible to ensure that MOUs with all co-located partners are executed.

**SUBRECIPIENT shall be responsible to secure cash paying partners to help cover the cost of each Comprehensive Center.**

4. **Non-Mandated (Voluntary) Partners** shall be developed between SUBRECIPIENT and government, business, labor, education, and/or training providers whose resources leverage federal, state, local and/or private workforce system investments targeting identified industry clusters and high growth jobs.

SUBRECIPIENT shall strengthen and leverage existing partnerships that will enhance the One-Stop System. Partners shall provide programs and services that bring added value to the One-Stop System. **Partnership activities shall be documented in the Monthly Report.**

Non-mandated partners may include, but are not limited to the following:

- Community Partners and Community Based Organizations
- Education Partners (private sector)
- Social Security Administration (SSA)
- Supplemental Nutrition and Assistance Program (SNAP)
- Chamber of Commerce Organizations
- Economic Development Organizations
- Industry Associations
- Labor Organizations
- Literacy Program Providers
- Business Organizations
- Networking and Mentoring Organizations
- Small Business Administration
- Non-WIOA Mandated Federal, State, and Local Governmental Agencies

Voluntary partners may be co-located at the One-Stop Center to assist in the provision of career services and referrals and/or may be located off-site. Voluntary partners may join at any time, by entering into an Operating Agreement with the SUBRECIPIENT. Operating Agreements shall include a definition of program design including priority target populations that will be served as well as a procedure for cross-referrals among

partners. **A copy of any Operating Agreement shall be submitted to the OCDB office upon execution.**

If co-located at a Comprehensive One-Stop Center, a MOU will need to be developed, in accordance with Section I.C.3. above.

5. **Partner Staff Training** shall be the responsibility of the SUBRECIPIENT to facilitate a seamless, collaborative working environment when offering services to One-Stop clients. Cross-training of all appropriate One-Stop 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. SUBRECIPIENT shall coordinate with the One-Stop partners to ensure that all partners understand each other's programs and services, including service related terminology, front desk operations, CalJOBS system and the identification of common resources. SUBRECIPIENT shall educate staff about how clients qualify for and enter partner programs, how partners deliver successful outcomes and their measurement systems, and the client characteristics of partner programs. **SUBRECIPIENT shall provide a list of all scheduled partner staff trainings to the OCDB administrative office by August 31, 2018.**
6. **Quarterly Manager's Stakeholder Meetings** with staff from co-located partners shall meet 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. Stakeholder meetings may be expanded to include staff from Santa Ana and Anaheim Workforce Development Boards to promote standardization of services and alignment strategies as identified in the Orange County Regional Plan. All agency representatives should be at a management level. **SUBRECIPIENT shall provide a list of all scheduled Manager's Stakeholder Meetings to the OCDB administrative office by August 31, 2018.**
7. **One-Stop Center Monthly Activities Report** shall include, but not be limited to, a summary of all noteworthy activities including attendance at meetings – internal and external, conferences, seminars and special events, VIP tours of the One-Stop Centers given, presentations made, partnerships developed (as described above), staff training and challenges related to One-Stop Center operations and/or partnerships. Data on Universal Services and Workshops provided shall also be provided in a format of approved by the OCDB. **SUBRECIPIENT shall submit One-Stop Center monthly activities report to the OCDB administrative office by the tenth day of the month following the month being reported on.**
8. **One-Stop Tours** shall be conducted by SUBRECIPIENT and shall be made available to other service organizations, community leaders, employers, educators, training providers, government agencies, elected officials and/or Board members. Tours shall be tailored to the target audience and provide a general overview of the services and programs offered by the SUBRECIPIENT as well as the co-located partners at the One-Stop Center.

**II. SERVICE STANDARDS****A. Hours of Operation and Schedules**

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

<b>Hours of Operation (Irvine)</b>	
Monday	8:00 a.m. – 7:00 p.m.
Tuesday - Friday	8:00 a.m. – 5:00 p.m.
Saturday and Sunday	closed

<b>Hours of Operation (Garden Grove)</b>	
Monday, Tuesday, Thursday, Friday	8:00 a.m. – 5:00 p.m.
Wednesday	8:00 a.m. – 7:00 p.m.
Saturday and Sunday	closed

All Affiliate 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:

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

**B. General Staffing Requirements**

1. There shall be the requisite number of staff hired by the SUBRECIPIENT to operate program services as outlined in this Attachment and as provided for in the budget attached to this Agreement.
2. SUBRECIPIENT shall ensure that all reception and support staff has received training in customer service, communication skills, and proficient computer skills (Windows, Microsoft Office, and CalJOBS). 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.

3. SUBRECIPIENT 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 clients. SUBRECIPIENT shall fill vacancies with individuals with the appropriate experience and levels of education required for the position.
4. SUBRECIPIENT shall utilize temporary staff only to the extent that not doing so will have a negative impact on service delivery or meeting program deliverables including invoices. Use of temp staff shall be kept to a minimum and a separate budget must be developed for this purpose at the beginning of the fiscal year. Applicable State and County procurement policies shall be adhered to.
5. SUBRECIPIENT shall utilize overtime only to the extent that not doing so will have a negative impact on service delivery or meeting program deliverables including invoices. Proper staff management should negate the need for overtime pay.

### **C. Workforce Professional Staffing Requirements**

1. SUBRECIPIENT staff shall be client-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 clients 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 WIOA regulations and requirements, CalJOBS, contractual goals, OCDB policies and procedures, local labor market information, other special projects/discretionary funding, industry clusters, career pathways and demand occupations, customized training, on-the job training, and local resources that are available to assist clients seeking training and/or vocational services.
3. SUBRECIPIENT shall ensure that staff understand the contractual requirements and programmatic objectives of this Agreement.
4. Staff shall have an understanding of WIOA Final Rule, Department of Labor TEGs, Department of Labor CFR Chapter II, Part 2900 et al. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, December 19, 2014, State EDD Directives/Information Notices, California Department of Aging (CDA) Program Memos and Bulletins, and OCDB 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.
5. Staff shall be trained in WIOA Adult and Dislocated Worker Programs in addition to discretionary/specialized programs to best leverage available funding and to maximize service provision. Staff shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. SUBRECIPIENT shall determine appropriate staffing. Positions may vary by functional duties and



responsibilities and may include client services specialist, employer specialist or a hybrid of the two.

Notwithstanding, all Staff shall be proficient in performing the following duties:

- a. Conduct outreach, recruitment and eligibility determination to a targeted population;
- b. Conduct objective job skills assessment for eligible clients to ensure appropriate evaluation;
- c. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
- d. Develop a customized professional resume for every enrolled client;
- e. Provide career planning to all clients (including those in training) in all areas related to gaining/retaining employment and career advancement;
- f. Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;
- g. Maintain regular contact with clients (at a minimum of once every thirty days), in accordance with TEGL 17-05;
- 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 VI;
- 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 Labor Market Information to assist job seekers in making informed decisions about job training and career pathways;
- l. Have a comprehensive understanding of LMI trends, demand occupation criteria and the OCDB's Approved Training Partner Directory (ATPD) to enhance placements;
- m. Ensure active job placement no later than when a client reaches 75% of training completion;
- n. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the client;
- o. Provide job development and assist clients in job placement:
  - Employment Rate 2<sup>nd</sup> Quarter after Exit shall exceed the PY 2018-19 goals of 70% for Adults and 73% for Dislocated Workers;
  - Employment Rate 4<sup>th</sup> Quarter after Exit shall exceed the PY 2018-19 goals of 67.5% for Adults and 71.5% for Dislocated Workers

Notes on WIOA Performance:

- WIOA Section 116, Performance Accountability Under Title I of the WIOA, took effect on July 1, 2016.
  - All benchmarks are subject to change based on future direction from and negotiation with the State on WIOA performance measures;
- p. Provide retention and follow-up services for a twelve (12) month period, with follow-up commencing immediately after employment begins; and
  - q. Utilize CalJOBS for documenting job seeker activities.

- 6. Project Director** manages the successful implementation of the One-Stop System assuring that all contractual commitments are met. Ultimately, the Project Director is responsible for adherence to federal, state, and local policies. Ensures that all management and supervisory staff have access to budgets and expenditure plans to better manage programs that they are responsible for. Additionally, Project Director shall hold managers accountable for leveraging resources and operating within funding guidelines. Establishes and maintains positive working relationships with the funding source and all workforce partners both in-house and within the community. Facilitates project accomplishments and ensures that management decisions and contractual goals are understood and supported by staff. Project Director shall be directly responsible for all fiscal oversight of their budgets.
- 7. One-Stop Center Manager(s)** plans, coordinates, and organizes programs and service delivery of the One-Stop Center. The Center Manager establishes operating procedures, protocols, controls functional activities and service delivery amongst One-Stop Center Partners. Requires resource management skills that demonstrate a clear understanding of planning, directing and reviewing the work of others on a day-to-day basis and is held responsible for the quality of work their subordinates provide to clients by holding staff accountable to clearly identified service measures.

**Essential Job Functions:**

- a. Conducts technical, operational and analytical studies and training related to One-Stop System employment and training activities;
- b. Serves as central information source regarding functions, policies, procedures and services of One-Stop Center activities;
- c. Works with public and private agencies to assess critical employment and training issues or business needs to insure effective outreach services;
- d. Contributes to the efficiency and effectiveness of One-Stop Center employment and training services oversight by offering suggestions and directing or participating as an active member of work teams;
- e. Develops and coordinates operational policies and procedures; that reflect the services and delivery system through the One-Stop Center. Delivers Workforce Development System presentations and promote One-Stop Center activities;
- f. Establishes partnerships and oversees the coordination of training programs and One-Stop services;
- g. Oversees the preparation of operating schedules and coordinates day-to-day activities and governance of the One-Stop Center;
- h. Maintains staffing schedule;
- i. Coordinates client flow for WIOA services in the One-Stop;
- j. Ensures that all staff are meeting their individual goals and objectives;
- k. Ensures that all established benchmarks for all programs are met across the System, irrespective of facility or staff;
- l. Conducts internal monitoring of their fiscal/procurement and program operations (including all special projects);
- m. Develops shared partner resources allocation plan for effective job seeker and employer services;
- n. Facilitates partnership and consortium meetings;



- o. Secures paying partners for the Centers and develops in-kind services as well;
- p. Ensures staff is trained in all aspects of service delivery based upon their job descriptions and Scope of Services;
- q. Provides staff correction and disciplinary actions and resolutions to satisfy requirements of the COUNTY.

**D. CalJOBS**

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

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

System	Hardware Required	Software Required	Connectivity
<b>Client Workstation</b>	<p><b>Processor:</b> PIII or higher</p> <p><b>Memory:</b> 2 GB of RAM or higher</p> <p><b>Display:</b> Super VGA (800 X 600) or higher-resolution video adapter and monitor</p>	<p><b>Operating System:</b></p> <p>Microsoft Windows 7</p> <p>Macintosh OS X v10. 4.8 (Panther) or higher</p> <p><b>3rd-Party Software (described after table):</b></p> <p>Meadco ScriptX ActiveX 7.4/ Object<sup>1</sup>/ Microsoft Silverlight 3<sup>2</sup></p> <p>DynamSoft HTML5 Document Scanning</p>	<p><b>Minimum:</b></p> <p>Dedicated broadband or high speed access, 380k or higher</p>
<b>Staff/ Administrator Workstation</b>	<p><b>Processor:</b> PIII or higher</p> <p><b>Memory:</b> 2GB of RAM or higher</p> <p><b>Display:</b> Super VGA (800 X 600) or higher-resolution video adapter and monitor</p>	<p><b>Operating System:</b></p> <p>Microsoft Windows 7</p> <p>Macintosh OS X v10. 4.8 (Panther) or higher.</p> <p>JAWS for Windows software for visually impaired access (optional)</p> <p><b>3rd-Party Software (described after table):</b></p> <p>Meadco ScriptX ActiveX 7.4/ Object</p> <p>Microsoft Silverlight 3</p> <p>DynamSoft HTML5 Document Scanning</p>	<p><b>Minimum:</b></p> <p>Dedicated broadband or high speed access, 380Kbps or higher</p>

## SUBRECIPIENT shall:

- a. Ensure strict adherence to all state and OCDB requirements related to CalJOBS;
- b. Ensure efficient internal data entry and data management processes that requires timely input of participant data in CalJOBS;
- c. Establish quality control procedures to protect the integrity of data pertaining to participants, services and outcomes;
- d. Ensure that staff designated to handle data entry and data management are given prior 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 OCDB; and
- g. Ensure strict adherence to proper handling of personally identifiable information (PII) and other confidential participant information.

SUBRECIPIENT shall ensure immediate implementation of any future changes in data collection and reporting per direction from OCDB/County.

**E. Website**

Current website shall be maintained by SUBRECIPIENT to allow clients to access information about services and programs that are available through the One-Stop Center(s). SUBRECIPIENT shall review content to ensure information is accurate and up to date.

**The website shall promote the Orange County One-Stop System.** It should also include appropriate America's Job Center of California tagline consistent with the local AJCC branding standards. SUBRECIPIENT shall ensure that domain ownership (website address: [www.oconestop.com](http://www.oconestop.com)) be transferred to OCDB/County at the request of the OCDB/County.

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

1. All outreach and recruitment materials that reference elected officials, County of Orange, or OCDB shall be submitted to the OCDB administrative office for review and approval prior to use. The OCDB will require a minimum of three (3) working days to review and approve. **All published materials shall promote the Orange County One-Stop System.** These materials should also include appropriate America's Job Center of California tagline consistent with the local AJCC branding standards. SUBRECIPIENT may keep their logo on the site but it should be secondary to the OCDB logo.
2. All logos and naming conventions shall be provided by the OCDB 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.
4. 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. [29 CFR Part 38; WSD 17-01; 17-OCDB-13 and Addendum #3 to 17-OCDB-13; WIOA Section 188 20 CFR Part 683.285 and any future updates.]
5. 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. [29 CFR Part 38; WSD17-01; 17-OCDB-13 and Addendum #3 to 17-OCDB-13; WIOA Section 188 20 CFR Part 683.285 and any future updates.]
6. Distributed publications, broadcasts, and other communications, which promote WIOA programs or activities, shall include the following specific taglines:  
**'This WIOA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.'**

SUBRECIPIENT shall include the following tagline on all flyers, notices, web-sites and other communication promoting, advertising and/or informing the public of meetings, workshops, seminars, job fairs, etc. sponsored by or offered by the SUBRECIPIENT:  
**'If you need special assistance to participate in this \_\_\_\_\_ (meeting, workshop, etc.), call \_\_\_\_\_. Please call 48 hours in advance to allow the One-Stop Center to make reasonable arrangements to ensure accessibility to this \_\_\_\_\_ (meeting, workshop etc).'**

7. SUBRECIPIENT shall be responsible to post the "Equal Opportunity Is The Law" 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. Updated client acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish and Vietnamese. [WSD17-01; 17-OCDB-13 and Addendum #3 to 17-OCDB-13; WSD 08-4; 08-OCWDA-17 and Addendum #2 to 08-OCWDA-17; WIOA Sections 181 and 188 and 20 CFR Part 683.285 and 20 CFR Part 683.600].

#### **G. Quality Assessment/Review**

SUBRECIPIENT shall be responsible for quality assessment/review of their fiscal/procurement and program operations (including all special projects) which includes, but is not limited to, a quality assurance system to review case files, including CalJOBS electronic files, client's WIOA eligibility determination and documentation, IEPs, Crystal report rosters, gaps in service delivery, provision and documentation of substantial services, timely client exit, performance outcomes, follow-up activities, property management (including maintenance of up-to-date equipment inventory lists in

each service location, purchases, expenditures and invoices, federal and state requirements for universal programmatic and physical access to services and activities (including access for individuals with disabilities). Quality and consistency of services among One-Stop Center locations, programs and staff is essential. The Center Manager(s) shall be responsible for conducting quality assessment/review.

1. SUBRECIPIENT shall establish and follow a standardized review methodology that:
  - a. Includes procedures for monitoring programs and SUBRECIPIENTs at least once each program year;
  - b. Results in written reports to record 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.

**SUBRECIPIENT shall be able to produce all quality assessment/review documentation upon request by the OCDB administrative office.**

2. In addition to Item #1 above, the SUBRECIPIENT shall follow their regular (day-to-day) internal review processes to support high standards of service provision and documentation. This shall include periodic file review and immediate correction of issues noted.
3. SUBRECIPIENT shall conduct an analysis of client flow, program delivery, career planning strategies and tools, business process and service improvement once per program year. **SUBRECIPIENT shall provide documentation of the process followed and the results of the analysis to the OCDB administrative office by December 28, 2018.**
4. SUBRECIPIENT 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 OCDB.
5. SUBRECIPIENT shall participate in industry-wide forums to learn about best practices, improvements in service delivery, recommend corrective actions, implement process improvements. These activities shall be included in the Monthly Reports.

#### **H. Documentation and File Maintenance**

1. **Case Files** shall be maintained for every enrolled client. At a minimum, the case file along with their CalJOBS electronic file, as applicable, shall include documentation of the following:
  - a. Program eligibility and determination of need;

- b. Client signature evidence of EO and programmatic grievance forms;
  - c. All source documents needed for validation (as referenced in applicable OCDB Policies and State Directives and Information (e.g., OCDB Policy 10-OCWDA-04 and applicable WIOA provisions) [final State Directive pending];
  - d. All MIS forms as outlined in Section VI;
  - e. Initial and/or Comprehensive Assessments, as applicable;
  - f. Individual Employment Plan (IEP), including all updates of services provided and completed;
  - g. Completed resume for clients being enrolled into Individualized Career Services;
  - h. Approved Individual Training Account (ITA) voucher (if applicable);
  - i. Progress reports, time and attendance;
  - j. Signed Employer or Worksite Agreement, timesheets, certificate, and other related documents for On-the-Job Training (OJT) or Transitional Jobs, Work Experience (WEX), as applicable;
  - k. Supportive Services documentation; and
  - l. Printed case management notes showing provision of all substantial services provided.
  - m. Files shall reflect both quality services and regulatory compliance.
2. **Confidential Information:** Personally Identifiable Information (PII) and information designated as sensitive (both hardcopy and electronic) relating to services received by WIOA clients including information regarding medical and/or substance abuse treatments shall be subject to federal, state and County privacy/confidentiality guidelines.

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 OCDB 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 transmitted through secure email protocols.

3. **Security:** SUBRECIPIENT shall maintain all client files in locked cabinets accessible only to authorized personnel. In addition, SUBRECIPIENT shall maintain an Information Technology (IT) usage policy to support security obligations regarding all confidential and sensitive information.

#### I. **Customer Service and Client Satisfaction**

The OCDB will conduct satisfaction surveys periodically throughout the year. The OCDB will review and evaluate the data collected and make the results available to the SUBRECIPIENT.

1. SUBRECIPIENT shall communicate to their staff and the staff of the co-located partners that meeting client satisfaction and expectations is a primary goal of the OCDB shall review and evaluate the data collected and shall be responsible for the

implementation of corrective action(s) with respect to survey findings or trends related to the services provided under this Agreement.

2. SUBRECIPIENT shall be proactive in requiring staff to adopt client service principles targeted toward achieving high client satisfaction and which meet client expectations in their delivery of services under this Agreement. This may include the provision of professional development, in-service training, role modeling, case studies, and other techniques and strategies applicable to fostering the adoption of a value system, which is based in continuous improvement principles. SUBRECIPIENT shall have established procedures for progressive discipline, including verbal and written warnings leading up to termination. SUBRECIPIENT must also respond to and correct OCDB concerns regarding under-performing staff.
3. SUBRECIPIENT shall be proactive in maintaining a customer/human centered design for the One Stop Centers, as described in the Local Plan, taking into consideration, Anaheim and Santa Ana. SUBRECIPIENT shall incorporate new innovations that are specifically tailored to meet the One-Stop customers' needs.
4. SUBRECIPIENT shall work with the Employment Development Department (EDD) staff to ensure that client specific services are provided. SUBRECIPIENT shall meet with the EDD staff for suggestions on how to improve client services as defined in the MOU. This may include placing more staff in the Center's resource room on those days and during those hours when the flow of clients is exceptionally heavy.
5. SUBRECIPIENT shall provide at least one (1) testimonial per center location each month from job seeker clients and/or business clients. Examples of testimonials may be a client success story or a letter from a client. **Monthly testimonials shall be included in the Monthly Report.**

**J. Organizational Chart:**

1. SUBRECIPIENT shall maintain an organizational chart along with corresponding functional job descriptions for every classification funded by WIOA, in whole or in part. **SUBRECIPIENT shall provide an updated organizational chart along with functional job descriptions to the OCDB administrative office by July 27, 2018.**
2. The staffing design and overall number of positions and associated assignments are subject to pre-approval by the OCDB.
3. Should any organizational or staffing arrangements change during the program year, SUBRECIPIENT shall submit a revised organizational chart to the OCDB.

**K. Telephone Directory for staff and partnering agencies occupying the One-Stop Center shall be maintained by the SUBRECIPIENT. Directory shall include name, associated agency, position, telephone number and email address. **SUBRECIPIENT shall provide a current telephone directory to the OCDB administrative office by the 10<sup>th</sup> day of each month.****



- L. **Physical Floor Plan** for staff and partnering agencies occupying the One-Stop Center shall be maintained by the SUBRECIPIENT. SUBRECIPIENT shall ensure that the floor plan is client-responsive (including meeting ADA requirements) and maximizes client/staff interaction. **SUBRECIPIENT shall provide floor plans to the OCDB administrative office by September 28, 2018.**

### III. **SERVICE DELIVERY**

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

#### A. **Target Population**

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

1. The general public seeking workforce services;
2. Veterans and their families including those recently separating from service;
3. Individuals who meet the requirements for WIOA eligibility, including the priority of services categories, identified in OCDB Policy 15-OCDB-07, and individuals who are basic skills deficient (per WIOA Section 134(c)(3)(E) and 20 CFR Part 680.600); other individuals in need of specialized services, such as: persons with limited English proficiency and limited literacy skills; persons with physical disabilities; re-entry population; older youth; homeless or at risk for homelessness; or other special needs populations;
4. Individuals who reflect the demographics of the region; for example, if it is ethnically diverse, SUBRECIPIENT shall strategize how to best deliver services to those eligible within that population group. SUBRECIPIENT shall provide services in English, Spanish and Vietnamese. Other languages may be necessary and made available if needed. SUBRECIPIENT 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 National Emergency Grants, Dislocated Worker Grants, veterans, re-entry population, and other industry cluster occupation programs;
6. Former clients in need of continued services including retention and follow-up; and Local businesses and employers.

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

1. SUBRECIPIENT shall recruit individuals meeting eligibility criteria in accordance with WIOA regulations and in accordance with WIOA Section 134(c)(3)(E) and 20 CFR Part 680.600-660. Specifically, 51% or more of the clients served with WIOA adult funds must be either low income, recipients of public assistance, or basic skills deficient.

SUBRECIPIENT shall recruit and certify as eligible, sufficient numbers of WIOA and discretionary grant clients, in numbers necessary to meet planned enrollment and expenditure levels and outlined in Attachments D and C, respectively.

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

**SUBRECIPIENT shall submit a WIOA Recruitment Plan to the OCDB administrative office by July 27, 2018. Plan should show how deliverables will be met.**

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

1. **Registration** shall be completed for all clients of the One-Stop System. SUBRECIPIENT shall be responsible for collecting and reporting all registration information into CalJOBS. Data collected at time of registration shall include all required elements (such as client's name, address, date of birth, age, gender, e-mail address, phone number, veteran status, employment status, citizen status, barriers to employment, services requested, and employment goals).
2. **Availability of funds** in conjunction with individual need and eligibility guidelines, including WIOA Section 134(c)(3)(E) and 20 CFR Part 680.600-660, SUBRECIPIENT shall determine the combination of services appropriate for individual clients.
3. **Basic Career Services** must be accessible to all individuals through the local One-Stop System, having no requirements for registration, eligibility, qualifications or prioritization of services:



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

copier(s) completely accessible to the public with written instructions for use. This equipment shall only be used for appropriate job search activities.

- a. Staffing** shall be the responsibility of the SUBRECIPIENT; however, this responsibility should be shared by staff from co-located partner 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, training, job information and/or refer clients to other agencies. Staff shall also be able to assist clients in using photo-copying and fax machines as well as computers and accessing the internet. **SUBRECIPIENT shall ensure adequate coverage of the Resource Room. This will include staff from the SUBRECIPIENT as well as EDD and other co-located partner organizations.**
  - b. Assistive Technology** shall be available for those clients with hearing, vision or speech impairments. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. Additionally, the physical layout of the room shall meet ADA requirements. In general, SUBRECIPIENT shall ensure facility accessibility including access to services such as interviewing and testing, access to information such as information technology equipment accessibility and software accessibility. All SUBRECIPIENT staff shall be required to attend training in program access for individuals with disabilities and access to employment programs and services for the disabled.
- 5. 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 coming into the centers, total unique visitors and a breakdown of the number of clients attending workshops, listed by workshop title. Universal Services being conducted outside of the centers (i.e. job fairs, off site community events) may also be reported but the count should not be duplicated in the total visitors coming into the One-Stop Centers. The Monthly Report shall be based upon data collection/tracking through the VOS Greeter and its available reporting components. Hard copy sign-in sheets shall be discontinued. **SUBRECIPIENT shall submit Universal Services Monthly Report to the OCDB administrative office by the tenth day of the month following the month being reported on.**
- 6. Services for Persons with Disabilities:** SUBRECIPIENT shall assist persons with disabilities to access the wide variety of programs available to support their successful entry or re-entry into the workforce, connect such individuals to those programs, benefits, services and/or supports they provide and follow up to ensure that each individual is receiving the level of benefits, services and/or supports needed.
- 7. Individualized Career Services:** shall be provided to WIOA eligible adults and dislocated workers who are unable to obtain employment through Basic Career

Services. Services may also be made available to clients who are under-employed. These individualized career services may include:

- a. **Comprehensive and Specialized Assessments** of the skill levels and service needs of adults and dislocated workers, which may include diagnostic testing and use of other assessment tools and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.

Comprehensive Assessments shall be staff assisted and shall be provided to all clients referred for individualized career services. Assessments should be customized as appropriate for the client; one size does not fit all. Assessment of WIOA clients shall occur immediately upon referral from Basic Career Services.

Assessments 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 Individual Employment Plan, as described below. The depth of the assessment will vary depending on the needs and the nature of employment barriers of the client.

- b. **Development of an Individual Employment Plan (IEP)** to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the client to achieve their employment goals. The IEP shall identify the specific services needed to assist clients in securing a job, support services, as well as, ancillary services that may be required to overcome other issues impacting the ability to secure and maintain employment.

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

SUBRECIPIENT shall periodically, or at a minimum of once a month, reaffirm with the client that the services and activities are appropriate as outlined in the IEP and shall modify the services and activities as necessary to meet their needs. Guidelines for IEP's are contained in OCDB Policy 17-OCDB-03, WIOA Section 134(b) and 134(c), and 20 CFR Part 680.170.

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

FTE Career Planner: 100 clients. Active caseload means the number of total cases and is consistent with Attachment D of this Agreement.

SUBRECIPIENT shall contact their clients at least once per month and provide a substantial service. Documentation of all services provided shall be kept current in the client'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;
- A self-described job search that does not result in a referral to a job; and/or
- Contact with client or employer to only obtain employment status, educational progress or need for additional services.

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

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

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

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

- d. **Internships and Work Experience** that are planned, structured learning experiences that take place in a workplace for a designated timeframe to provide individuals with opportunities for career exploration and skill development;
- e. **Workforce Preparation Activities** that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills;
- f. **Short-term Prevocational Services** including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment;
- g. **Financial Literacy Services** are education or activities that include, but are not limited to: assisting individuals to make informed financial decisions; supporting individuals learning how to manage spending, credit, and debt, including loans, consumer credit and credit cards;

- h. Out-of-area Job Search Assistance** helps an individual seeks, locate, apply for, and obtain a job out of their local labor market area;
  - i. English Language Acquisition** is a program of instruction designed to help eligible individuals who are English language learners achieve competence in reading, writing, speaking, and comprehension of the English language;
  - j. Resumes** shall be developed for all clients enrolled in Individualized Career Services. Resumes shall be reviewed and updated so that they remain current. Revised resumes shall be inserted into the client's file and on an internal tracking data warehouse such as an internal drive or shared drive. Resume modifications or adjustments conducted in collaboration with staff shall be outlined in the case notes to reflect services provided;
  - k. Supportive Services** shall be provided by the SUBRECIPIENT in accordance with OCDB Policy 17-OCDB-04, WIOA Section 134(d)(2) and 20 CFR Part 680.900-970. Appropriate referrals to other services and programs shall also be provided;
  - l. Working with Program Partners:** SUBRECIPIENT shall work cooperatively with any Program Partner that is contracted with the OCDB to provide ancillary services and/or other comprehensive services for formula and/or discretionary grants. Services may also be divided amongst SUBRECIPIENT and Program Partners by industry sectors. Both SUBRECIPIENT and other Program Partners shall operate in a manner that results in what is best for the One-Stop System;
  - m. Job Placement:** One on one placement assistance is a critical function of individualized career services. SUBRECIPIENT shall work closely with their clients to provide them with solid recommendations for pursuing job leads that match their individual skills, work history, and other abilities, and which have potential for employment. SUBRECIPIENT shall also work closely with prospective employers in order to develop job leads and negotiate job opportunities for their clients. Maintaining positive relationships with businesses/employers will lead to more effective outcomes; and
  - n. Follow up Services** for clients who are placed in unsubsidized employment shall be provided by the SUBRECIPIENT 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 client's file. Retention and follow up services are pivotal to their success and the attainment of performance.
- 8. Duration of Client Services:** To ensure expedient and efficient service to clients, all enrolled clients shall be served and exited from the system within ten (10) months. Clients enrolled in training are exempt from this policy.



- 9. Co-enrollment:** If SUBRECIPIENT deems it is in the best interest of the client to be co-enrolled into multiple funding streams to access services not available through the primary funding stream, the client counts as half an enrollment for formula enrollments and the client must still be exited in the timeframe the discretionary grant cycle ends and not automatically rolled over into formula for continuation of services.
- 10. Eligibility** for WIOA services shall be conducted in a manner that will satisfy state and federal requirements. SUBRECIPIENT shall examine originals and or copies of documents, as appropriate, to establish the eligibility of clients and shall make copies of documents necessary to substantiate the eligibility of clients seeking WIOA services which documents shall be placed in the client's files.
- a. SUBRECIPIENT shall ascertain the selective service registration of any male over the age of twenty-six (26) seeking WIOA services and shall not provide services to clients who have not met selective service registration requirements.
  - b. SUBRECIPIENT shall ascertain alien/immigrant client's eligibility to work in accordance with Immigration and Naturalization Laws prior to referring an individual for individualized career services.
- 11. Training Services** shall be made available to WIOA eligible adults who are low income and public assistance recipients and individuals who are basic skills deficient in accordance with WIOA Section 134(c)(3)(E) and § 680.600. Dislocated Workers who have met the eligibility criteria and are unlikely to return to their previous occupation or industry, as stated in OCDB Policy 17-OCDB-08, may also be eligible to receive training services. Training services shall be designed to equip individuals to enter the workforce and retain employment. Training activities are reserved for individuals who are unable to obtain/retain employment without training in a specific skill set or demand occupation. No WIOA client may be referred to training or education without first having been assessed by the SUBRECIPIENT or One-Stop Partner.

**Training services are grouped into the following broad categories:**

- A. Classroom-Based Training Services**
  - i. **Occupational skills training** (Individual Training Account)-vocational training that focuses on a specific job;
  - ii. **Entrepreneurial training** provides client with the knowledge and skills to start and grow a business;
  - iii. **Job readiness training** provides client with specific occupational competencies needed to perform specific work tasks on the job;
  - iv. **Adult education and literacy activities** (provided in combination with other training);
- B. Work-Based Training Services**
  - i. **Occupational skills training** (Individual Training Account)-vocational training that focuses on a specific job;

- ii. **On-the-job-training (OJT)**: contracts are to be developed with employers for eligible One-Stop Center clients on a reimbursement basis consistent with OCDB policy;
  - iii. **Customized training (CT)** designed to meet the special requirements of an employer;
  - iv. **Transitional jobs** are time-limited, subsidized employment to develop basic work skills;
  - v. **Registered Apprenticeships**;
  - vi. **Incumbent worker training** contracts may be developed with employers for eligible workers on a reimbursement basis, consistent with OCDB policy.
- a. SUBRECIPIENT shall refer each client to the most appropriate activity as determined from the IEP. Not every client will need or desire training. Training activities shall be provided to those clients who clearly cannot obtain or maintain employment in a specific skill set or demand occupation. Successful completion of training courses shall lead to recognized credentials or their equivalent;
- b. SUBRECIPIENT shall seek other non-WIOA funded training and shall use Pell Grants to offset WIOA funds. An individual may enroll in training services prior to the award of a Pell Grant as long as the SUBRECIPIENT ensures that the Pell Grant has been applied for and has evidence of documentation in the client's file. Other training offered by a community college, adult education and/or Regional Occupational Program (ROP) shall be considered prior to the use of WIOA funding;
- Once it is determined that vocational training is desired and appropriate for the client, SUBRECIPIENT and client shall look at the training programs that are available that relate to the client's interests;
- c. When possible, SUBRECIPIENT shall utilize intermediaries as a leveraged resource. The role of the intermediary is to be the single point of contact for the employers they represent. An intermediary can reduce the amount of WIOA paid business service staff time by coming with appropriate training projects that can be implemented which relieves business service staff to respond to other business needs.
- d. SUBRECIPIENT shall provide individualized Job Placement assistance no later than when the client reaches 75% of training completion to ensure that the training leads to unsubsidized employment in a related field;
- e. Connect businesses and workers to short term OJT, CT programs and apprenticeships before or after layoff to help facilitate rapid re-employment;
- f. Short term OJT, CT and/or apprenticeships shall account for no less than 40% of the training provided throughout the System;

- g.** SUBRECIPIENT shall develop incumbent worker training programs or other worker skill upgrade approaches. Adults and/or dislocated workers trained as incumbent workers, if co-enrolled in formula, will not count towards fulfilling the Adult/Dislocated Worker enrollments for the service delivery performance matrices;
- h.** 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;
- i.** Senate Bill 734 requires an amount equal to at least 30% of the combined total of Adult and Dislocated Worker WIOA formula fund allocations. A portion of the minimum training expenditure requirement (up to 10% of the combined total of the Adult and Dislocated Worker formula fund allocation) may be met by applying designated leverage resources used for training services. SUBRECIPIENT shall be responsible to secure 10% of training dollars received as training leverage;

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

To address the provisions of SB 734 and state-imposed requirements, the OCDB identified and established training investment expectations that support skills development and occupational skills training services for WIOA Adult and Dislocated Worker formula-funded programs. Any changes related to this State requirement will be formally communicated to the SUBRECIPIENT.

- 12. Client Flow Chart** for basic career services, individualized career services, training, placement and follow-up services shall be updated to reflect any system changes. Flow charts shall indicate the movement of clients through the One-Stop system.

WIOA clarifies that individuals receiving services in the One-Stop Centers must receive the service that is needed to assist the individual to meet his or her job search goals, and does not need to follow a fixed sequence of services that may not be necessary to effectively serve the individual. Maximum time frames for each service component must be included on the flow chart. Services shall be in alignment with customer centered design. Services shall be provided within time frames, as determined reasonable by the OCDB.

**SUBRECIPIENT shall provide a WIOA client flow chart to the OCDB administrative office by July 27, 2018.**

- 13. Internal Policies and Procedures** for all One-Stop Center operations and administration shall be developed by the SUBRECIPIENT. All current Policies and



Procedures shall be reviewed to ensure full compliance with the WIOA. **SUBRECIPIENT shall provide a copy of all Policies and Procedures to the OCDB administrative office by August 31, 2018.**

#### **D. Business Services, Rapid Response and Layoff Aversion Activities**

Certain career services must be made available to local businesses, specifically labor exchange activities and labor market information. SUBRECIPIENT must establish and develop relationships and networks with large and small employers and their intermediaries. Intermediaries are companies or individuals that work on behalf of the company. They are the companies contact person who streamlines services and activities on behalf of the company, an extension of the company and should be used in this way. Customized business services may also be provided to employers, employer associations, or other such organizations. All Business Services shall be framed to align with the OCDB Regional and Local Plans which are based on in part, the Comprehensive Economic Development Strategy (CEDS).

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

- 1. Business Services Activities** – SUBRECIPIENT to provide quality services to meet the needs of Business in Orange County Development Board Region these services shall be provided with the highest level of individualized client service support. The job openings should reflect the needs of the enrolled WIOA customers and take into consideration the need of those exiting training. The following activities are required:

Activity	Deliverables/Measured Outcome
Customized assistance or referral for the development of a registered apprenticeship program.	Submit summary of activities at minimum quarterly and/or as new projects are established.
On-site recruitment events for targeted businesses in the OC Region's High Demand Industries: Advanced Manufacturing, Health Care, Information Technology and Hospitality & Tourism.	At minimum four (4) times a month (2 at each OS) and upon request.
SUBRECIPIENT shall utilize On-the-Job-Training (OJT) as a means for job placement. OJTs provide immense benefit for employers and job seekers alike. OJTs are both a business service and a career counselor responsibility.	1/2 of the Work-Based Training Budget shall be expended quarterly for OJTs/CTs.

SUBRECIPIENT shall have current, relevant and useful labor market information as contained in the annual Workforce Indicators Report, oceconomy.org, and other available data provider from the OCDB available for businesses.	Submit Quarterly report on how the data is used.
Provide State and/or federally generated information on the American with Disabilities Act (ADA) to businesses.	Submit Quarterly event/activity/ name of business.
Conduct workshops i.e. tax credit, tax incentives, payroll tax incentives.	Submit Quarterly event/activity/ name of business.
Manage incumbent worker training programs or other worker up skilling approaches.	Submit quarterly reports on activities/status.
Connect businesses to other resources to address other business needs that cannot be funded with resources provided under this Act.	Submit quarterly reports on activities/status.

2. **Rapid Response and Layoff Aversion Activities** – SUBRECIPIENT shall provide Rapid Response and Layoff Aversion activities in accordance with all provisions of 20 CFR Parts 682.330 and 682.340. The primary purpose of Rapid Response and Layoff Aversion is to enable affected workers to return to work as quickly as possible following a layoff, or to prevent layoffs altogether. All records of Rapid Response and Layoff Aversion activities shall be made shall be made available to OCDB staff.

SUBRECIPIENT shall adhere to all federal, State, and local policies when providing Rapid Response and Layoff Aversion Activities. New funding allocations have now shifted to Layoff Aversion strategies and outputs. As a result, all Rapid Response activities shall incorporate layoff aversion strategies. The following activities are required:

Activity	Deliverable
<p>Conduct strategic planning activities to develop strategies for addressing dislocation events and ensuring timely access to a broad range of necessary assistance including, but not limited to immediate contact with the employer, representatives of the affected workers, and the local community. Planning activities shall include:</p> <ul style="list-style-type: none"> <li>• Layoff plans and schedule of the dislocation</li> <li>• Background and probable assistance needs of the affected workers</li> <li>• Available resources to meet the short and long term assistance addressing dislocation events, that ensure rapid access to the broad range of allowable assistance.</li> </ul>	Submit 121 reports.
Conduct Orientation meetings to affected employees (only applicable if there are 10+ affected employees).	Reported on 121 reports.
Provide Rapid Response and One-Stop Center services information to affected employees during orientation or by delivering or mailing to employers.	Reported on 121 reports.
Provide Layoff Aversion technical assistance to employers That result in either layoff aversion for employees, customized training and/or skills upgrade.	Submit 122 reports.
Attend regional roundtable meetings.	Provide meeting notes to OCDB staff no later than 2 days after each meeting.
Provide additional assistance to local areas that experience disasters, layoffs, or other dislocation events.	As identified/needed.
Conduct regular outreach to businesses, especially those in projected declining industry clusters, to link to available One-Stop services such as onsite recruitment, Incumbent Worker Training and layoff aversion.	Provide outreach strategy and outcomes quarterly.
All enrolled clients attending the Job Fair must have a professional and updated resume prior to attending job fair. In addition, the fair must have capabilities to print new resumes for clients to use at the fair.	Documented in case notes.

- 3. File Maintenance and Documentation** – SUBRECIPIENT shall maintain files to record all services provided to business clients. Initial contact and succeeding follow-up services shall be documented appropriately in the CalJOBS CRM module, rolled out December 31, 2015, and adhere to federal, State and local policies.

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

All programs shall have cross-trained staff available to cover vacancies on all special projects.

##### **A. Supervised Population Workforce Training Grant Program**

- 1. Program Description:** The Supervised Population Workforce Training Grant Program will provide employment and training services to the supervised population. The program was awarded to the OCDB in collaboration with Orange County Probation (OC Probation). Under this project, SUBRECIPIENT will serve the supervised population as defined in Penal Code §1234(c). Parolees are not eligible participants.

SUBRECIPIENT shall provide outreach, recruitment, enrollment, assessment, case management, work experience, training, job placement, supportive services and follow-up services to ensure the long-term success of the participants served in this program.

- a. Industry Focus:** The program will focus on three industry clusters with the greatest demand and projected workforce growth: (1) manufacturing; (2) hospitality and tourism; and (3) construction.
- b. Target Population:** Participants must be: (1) on probation; (2) under mandatory supervision; or (3) on post release community supervision supervised by, or are under jurisdiction of, a county. Parolees are not eligible participants. All participants must be referred by OC Probation.
- c. Earn and Learn Strategy:** SUBRECIPIENT will identify employers to ensure work experience and on-the-job training (OJTs) opportunities are lined up for participants as they become work ready. If a participant needs classroom occupational skills training, career planners will assist participants to enroll.
- d. Performance Target:** SUBRECIPIENT shall meet established benchmarks and performance outcomes as outlined in Attachment D of this Contract; Attachment C Budget, Expenditure and In-kind Contribution Plan.

##### **2. SUBRECIPIENT Responsibilities:**

- a. Partnership with Probation:** SUBRECIPIENT shall facilitate a working relationship and manage a collaborative partnership with OC Probation. This includes developing a referral process, coordinating space, and attending meetings as required. SUBRECIPIENT shall provide OC Probation quarterly status reports on program performance.

**b. Collaborative Partner Services:** SUBRECIPIENT shall facilitate working relationships and manage collaborative partnerships that provide various services including, but not limited to, access to housing, transportation, child care, and community resources such as food, emergency funds, utilities and clothing.

**c. Orange County Re-Entry Partnership (OCREP) General Membership Meetings:** SUBRECIPIENT shall attend OCREP meetings to link with public, community and faith based agencies and advocates functioning together as a critical link between community resource providers and the formerly incarcerated striving to re-establish healthy, productive and rewarding lives.

**d. Services:**

- **Recruitment and Enrollment:**
  - SUBRECIPIENT shall have dedicated staff at the OC Probation office and at AJCC/One-Stop locations.
  - SUBRECIPIENT, along with partners, shall develop a coordinated recruitment and outreach efforts including promotional items to local employers and businesses hiring ex-offenders.
  - SUBRECIPIENT shall coordinate efforts with OC Probation.
  - SUBRECIPIENT shall attend and coordinate job fairs or onsite recruitment events for ex-offenders during the term of the project.
- **Assessment:** SUBRECIPIENT shall assess participant job readiness and skills/experience that will help to determine what career tracks are best aligned with participant skills, competencies, needs, interests and employment goals. The assessment will address educational accomplishments; degrees, and credentials earned; prior work experience; and transferrable skills. Lastly, the assessment will end with an overview of Labor Market Information (LMI) including highlights of occupations with the most job openings, salary and skills required for those occupations.
- **Individual Employment Plan (IEP):** SUBRECIPIENT and the participant shall develop an IEP to identify specific training and services needed to lead the participant to his/her employment objectives. The IEP shall address basic needs (housing, transportation, food, clothing, behavioral health/substance abuse counseling), motivation issues, work history, previous education/training, income requirements, barriers to employment, and needed supportive services.
- **Individualized Career Services:** The SUBRECIPIENT shall provide career services to all enrolled participants. If a participant is enrolled in more than one program, differentiated services provided for each program shall be documented and justified in the participant case files.
- **Case Management:** The SUBRECIPIENT shall:
  - Contact participant at least one time per month to provide a substantial service. All services must be documented. Services include, but are not

- limited to: staff-assisted job development; case management and/or short term pre-vocational services; tracking the participant's progress and offering assistance to identify and overcome barriers to employment;
- Assist the participant in improving job seeking skills such as interviewing skills, utilizing job search engines, and communicating effectively with potential employers;
  - Assist participants in obtaining and retaining employment;
  - Provide access to specialized job readiness workshops including, but not limited to Resume Preparation and Critique, Interviewing Techniques, Job Search Techniques, Dressing for Success, and Workplace Etiquette;
  - Provide participants access to electronic job search tools, self-help references and labor market information; and
  - Meet or exceed all established performance outcomes.
- **Supportive Services:** SUBRECIPIENT shall identify and provide supportive services and/or referrals that may include, but are not limited to, transportation, clothing, food, childcare and other costs that may be a barrier to an individual's job search, training or placement. Supportive services shall only be issued after a need has been identified and when no other funding is available to pay for such services.
  - **Work-Based Learning/Training:** All enrolled participants shall receive the most appropriate work-based learning/training in an industry-certified program as identified on the IEP with information content, length, schedules, requirements and anticipated outcomes. Work-Based Learning/Training can include:
    - Work experience, classroom training, customized training, leveraged training, and On-the-Job Training, apprenticeship opportunities, specifically targeting the three industry sectors identified;
    - Industry targeted, high-growth, high-wage training under initiatives and partnerships developed by OCDB and SUBRECIPIENT provided by community colleges, employers and other training providers;
    - Other training opportunities as allowable under WIOA.
    - SUBRECIPIENT shall seek other non-WIOA funded training, whenever possible, and shall use these sources to offset WIOA funds where applicable. These leveraged training costs can be tracked under the in-kind/match contribution.
  - **Employment and Follow-up:** SUBRECIPIENT shall work with participants to ensure their resume is updated with information about recently-acquired training and employment experience. SUBRECIPIENT shall prepare participants for interviews. SUBRECIPIENT shall provide job development services to assist the participants in obtaining gainful employment that allows them to attain financial independence and successful reintegration into the community. SUBRECIPIENT shall work with businesses in the area to identify employment opportunities in companies that are willing to employ ex-offenders.



Following job placement, SUBRECIPIENT shall assist participants and their respective employers with job retention. SUBRECIPIENT shall provide follow-up services, as needed, and document all services provided. During the retention period, SUBRECIPIENT shall ensure that the participant remains employed and will work with the participant if they lose their job and require assistance in finding new employment. SUBRECIPIENT shall provide one-on-one follow-up contacts and help identify and eliminate any barriers that prevent the participant from successfully retaining employment.

### 3. DELIVERABLES

SUBRECIPIENT shall submit the reports and data as detailed within the Scope of Services.

- a. **Match/In Kind Contribution:** SUBRECIPIENT shall track in-kind and/or cash match on a monthly basis. The amount of the contribution shall be indicated on Attachment C Matching funds will be subject to the reporting requirements contained in EDD Directive WSD16-13, Quarterly and Monthly Financial Reporting Requirements.
- b. **Monthly Performance Report:** SUBRECIPIENT shall submit a **Monthly Report no later than by the tenth day (10th) each month for the previous month.** The report shall include, but not be limited to: enrollments, entered and completed work-based learning/training, how many attained certificate, entered and completed OJT, entered employment, training-related employment, exits, partnerships developed, supportive services provided, and average wage for the employment placements.
- c. **Meetings:** SUBRECIPIENT shall participate in scheduled monthly, quarterly meetings including kick-off, partner and project activity, monitoring, special scheduled meetings, job fairs, recruitment, outreach and resource meetings. Attendance and representation at these meetings is critical for program success.

### B. Other Special Programs

1. **Program Description and SUBRECIPIENT Responsibilities:** On an ongoing basis, the OCDB 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 OCDB's sole discretion to determine if SUBRECIPIENT will be selected to deliver the intended project. If SUBRECIPIENT is selected, an amendment to this Agreement will be executed to include the scope of work, responsibilities and related budget to said project. SUBRECIPIENT will be required to adhere to all performance plans, reporting requirements, regulations, client service plans and other goals and objectives as they relate to said project.

2. SUBRECIPIENT shall work collaboratively with all Partner Agencies contracted by the OCDB to provide supplemental or comprehensive services within the One-Stop System.

## V. One-Stop Operator

### A. One-Stop Operator Description

The primary functions of the OSO is to ensure coordination of partners within the AJCC, ensure the smooth daily operation of the AJCC, and coordinate with career services and OCDB staff. The OCDB defines the OSO's job description as follows:

1. Provide functional coordination of all One-Stop Career Center required services, including all services provided by entities that have entered into One-Stop Memoranda of Understanding (in accordance with WIOA);
2. Ensure the appropriate delivery of workforce development services in accordance with all governing laws, statutes, regulations, guidance and policies;
3. Coordinate all AJCC activities with the OCDB's staff;
4. Maintain the One-Stop Memoranda of Understanding; confirm with OCDB staff that MOU's are on file. Ensure that the One-Stop Partners adhere to MOU's, agreements and reporting procedures.
5. The OSO will work with One-Stop Partners to ensure that training regarding the partner services are provided to One-Stop staff;
6. Follow any current and future OCDB administrative directives including those directives related to Equal Employment Opportunities and the Americans with Disabilities Act;
7. Convene and facilitate quarterly WIOA partner meetings that focus on systems alignment, process improvement and building value added collaboration amongst system partners;
8. Develop and enhance the workforce development system by focusing on a fully coordinated and integrated service delivery model that is market driven and offers value-added services to job seekers; and
9. **On a quarterly basis, report to the OCDB on operations, performance continuous improvement recommendations SUBRECIPIENT shall provide this report on September 28, 2018 and December 31, 2018.**

### B. In accordance with WIOA, an OSO may NOT perform the following functions:

1. Convene system stakeholders to assist in the development of the local plan;
2. Prepare and submit local plans (as required under sec. 107 of WIOA); be responsible for oversight of itself; procedures for service will be made known to all of the other partners.
3. Manage or significantly participate in the competitive selection process for one-stop operators;



4. Select or terminate one-stop operators, career services, and youth providers;
5. Negotiate local performance accountability measures; and
6. Develop and submit budget for activities of the WDB.

## VI. PERFORMANCE

**A. Performance Measures:** The WIOA requires a comprehensive accountability system to determine the effectiveness of services provided through the One-Stop System. SUBRECIPIENT shall meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams included in this Agreement. SUBRECIPIENT shall work to ensure quality program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the OCDB. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds. If the SUBRECIPIENT fails to meet levels of performance agreed to in this Agreement, the OCDB may take corrective action. The corrective action may include appropriate measures designed to improve the performance of the local area.

**B. MIS Submission/Reporting:** SUBRECIPIENT shall adhere to MIS procedures for data entry, **timelines** and reporting requirements. Refer to the latest OCDB policies, State Information Notices and Directives and subsequent updates for complete information and guidance.

- 1. SUBRECIPIENT shall timely input of data in the data reporting system/s, or if applicable, submit MIS paperwork for all client activities and necessary updates in client information and activities for input into the data reporting system as defined in OCDB Policy 17-OCDB-02.** Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Agreement;
- 2. SUBRECIPIENT shall use the most current templates provided by the OCDB.** Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;
- 3. SUBRECIPIENT shall review and approve all paperwork submitted to the OCDB;**
- 4. SUBRECIPIENT shall review all available system reports and rosters for any corrections or updates needed to ensure up-to-date information is reflected in the system/s;**
- 5. SUBRECIPIENT shall comply with the Common Measures as defined in TEG 17-05, WIOA Section 116 and 20 CFR Part 677.150-210;**
- 6. SUBRECIPIENT shall comply with data verification requirements listed in the latest OCDB policy and any subsequent updates;**
- 7. SUBRECIPIENT shall immediately implement and adhere to future policy revisions and changes or enhancements in procedures and processes pertaining to MIS submission and reporting including data entry and data management.**

**C. ITA Vouchers shall be submitted to the OCDB along with the corresponding MIS enrollment form in accordance with applicable provisions of OCDB Policy 16-OCDB-05. [Refer to Section III.C.11 for guidance on training services.]**

**D. Follow-up shall be required for Quarters 1, 2, 3 and 4 following client exit.**

**1. Supplemental Income:** If employment status of the client is confirmed through supplemental information, follow-up forms reporting this supplemental information shall be completed and submitted for entry into the system. SUBRECIPIENT 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. SUBRECIPIENT shall be responsible for analyzing wage records data.

**E. Regional/State Plans and OCDB Initiatives:** Deliverables and/or goals pertaining to One-Stop operations and service delivery shall be met.

**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);
4. Corrective action plans shall include a date for responding to observations, questions, concerns and findings.

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

**G. Accounting and Fiscal Controls**

**1.** SUBRECIPIENT shall operate program in accordance with 2 CFR 2900, et al. (Department of Labor – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), all applicable provisions of 2 CFR Part 200, et al., Generally Accepted Accounting Principles (GAAP) and CFRs as indicated in Exhibit 5 of this Agreement.

2. Authorized signatures for execution of documents, amendments, budget modifications and invoices are limited to those individuals identified in the Authorized Signature Form.
3. Invoice templates and any necessary updates thereof shall be provided by the OCCR Accounting Department.
4. Profit must be billed on a monthly basis (if applicable).

**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 (20<sup>th</sup>) following the month being reported.**

**5. Accurate and complete invoices are invoices whereby:**

- Personnel is invoiced based upon an approved organization chart;
- Personnel supporting documentation is included with each invoice;
- There are no negative line item balances in any row;
- YTD invoiced amounts are correct;
- Leverage/match, if required, is included on the monthly invoice;
- All required program specific sub-categories are included on the invoice;
- Any temp staff charges are reported separately;
- OJT/CT log in OCDB-approved format must accompany invoices.

Invoices with errors will be returned to SUBRECIPIENT for re-submission.

**A master salary spreadsheet identifying all staff and their allocation across programs shall be submitted to the OCDB administrative office by August 17, 2018.**

#### **H. Budgets and Budget Modifications**

1. Budgets contained in Attachment C of this Agreement are high-level budgets. **Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2018 invoices, a detailed budget must be submitted to the OCDB office for approval.** Budget templates will be provided by the OCDB. Invoices shall be submitted based upon these detailed budgets
2. Budget modifications are limited as outlined in Information Notice No. 11-OCWDA-03. OCDB initiated adjustments do not count towards the three allowed each year.

#### **VII. DELIVERABLES**

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

**A. Deliverables Summary:**

<b>I. COORDINATION</b>	<b>Due Date</b>
Operating Agreements with One-Stop Center Partners [p. 5]	Upon Execution
Schedule of Partner Staff Training [p.5]	August 31, 2018
Schedule of Manager's Stakeholder Meetings [p. 5]	August 31, 2018
One-Stop Center Monthly Activities Report [p. 5]	10th day after the end of each month
<b>II. SERVICE STANDARDS</b>	<b>Due Date</b>
Verification of all internal monitoring [p. 13]	Upon Request
One (1) Testimonial per Center [p. 15]	10th day after the end of each month
Organizational Chart [p. 15]	July 27, 2018
Telephone Directory [p. 15]	10th day after the end of each month
Physical Floor Plan [p. 16]	September 28, 2018
<b>III. SERVICE DELIVERY</b>	<b>Due Date</b>
Recruitment Plan [p. 17]	July 27, 2018
Universal Services Monthly Reports [p. 19]	10th day after the end of each month
WIOA Client Flow Chart [p. 25]	July 27, 2018
Internal Policies and Procedures [p. 26]	August 31, 2018
Business Services - General Activities [p. 26]	As specified in Section III. D.
Business Services – Rapid Response/Layoff Aversion [p. 28]	As specified in Section III. D.
Business Services – File Maintenance/Documentation [p. 28]	As specified in Section III. D.
<b>IV. SPECIAL PROGRAMS</b>	<b>Due Date</b>
Supervised Population In-Kind Tracking [p. 32]	20 <sup>th</sup> of each month (with invoices)
Supervised Population Performance Report [p. 32]	10 <sup>th</sup> day after the end of each month
<b>V. ONE-STOP OPERATOR</b>	<b>Due Date</b>
Operations/Performance Quarterly Report [p. 33]	September 28 & Dec. 31, 2018

<b>VI. PERFORMANCE</b>	<b>Due Date</b>
MIS Data Entry <b>[p. 34]</b>	As specified by OCDB policy
ITA Vouchers <b>[p. 35]</b>	As specified by OCDB policy
Follow-up forms <b>[p. 35]</b>	As specified by OCDB policy
Supplemental Data, as applicable <b>[p. 35]</b>	As specified in 'Base Wage' letters
Corrective Action Plans, as applicable <b>[p. 35]</b>	As directed by OCDB staff
Invoices <b>[p. 36]</b>	20 <sup>th</sup> of each month
Master Salary Spreadsheet <b>[p. 36]</b>	August 17, 2018
Detailed line-item budget <b>[p. 36]</b>	Prior to submission of July invoice



**BUDGET  
PROPATH, INC.  
Program Year 2018-19  
ADULT**

This total amount to be funded under this CONTRACT shall not exceed \$724,343. 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; herein and corresponding project budgets shall be listed in Attachment C herein.

<u>ADMINISTRATIVE COST</u>		<u>FY 2018-19</u>
Total Admin	\$	21,519.00
 <u>PROGRAM COST</u>		
Salaries and Benefits	\$	289,736.00
Services and Supplies	\$	413,088.00
Subcontractor	\$	0.00
 <u>TOTAL ANNUAL BUDGET</u>	\$	724,343.00
 TOTAL CONTRACT BUDGET:	\$	724,343.00
 LEVERAGED RESOURCES:	\$	0.00

**Note: Admin shall not exceed more than 3% and Profit shall not exceed more than 7% of the total contract budget.**

Budgets contained in Attachment C of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July, 2018 invoices, a detailed budget must be submitted to the OCDB office for approval. Budget templates will be provided by the OCDB. Invoices shall be submitted based upon these detailed budgets.

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

In support of the monthly invoice, SUBRECIPIENT shall submit monthly Expenditure Reports on a form acceptable to, or provided by, the CONTRACT ADMINISTRATOR and will report actual costs.



**BUDGET  
PROPATH, INC.  
Program Year 2018-19  
DISLOCATED WORKER**

This total amount to be funded under this CONTRACT shall not exceed \$989,862.00. Each project description and corresponding budget under this CONTRACT shall be mutually determined and agreed upon by COUNTY and SUBRECIPIENT. Project descriptions shall be in Attachment B; herein and corresponding project budgets shall be listed in Attachment C herein.

<u>ADMINISTRATIVE COST</u>		<u>FY 2018-19</u>
Total Admin	\$	29,263.00
 <u>PROGRAM COST</u>		
Salaries and Benefits	\$	395,945.00
Services and Supplies	\$	564,654.00
Subcontractor	\$	0.00
 <u>TOTAL ANNUAL BUDGET</u>	 \$	 989,862.00
 TOTAL CONTRACT BUDGET:	 \$	 989,862.00
 LEVERAGED RESOURCES:	 \$	 0.00

**Note: Admin shall not exceed more than 3% and Profit shall not exceed more than 7% of the total contract budget.**

Budgets contained in Attachment C of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July, 2018 invoices, a detailed budget must be submitted to the OCDB office for approval. Budget templates will be provided by the OCDB. Invoices shall be submitted based upon these detailed budgets.

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

In support of the monthly invoice, SUBRECIPIENT shall submit monthly Expenditure Reports on a form acceptable to, or provided by, the CONTRACT ADMINISTRATOR and will report actual costs.





**BUDGET  
PROPATH, INC.  
Program Year 2018-19  
RAPID RESPONSE**

This total amount to be funded under this CONTRACT shall not exceed \$175,000.00. Each project description and corresponding budget under this CONTRACT shall be mutually determined and agreed upon by COUNTY and SUBRECIPIENT. Project descriptions shall be in Attachment B; herein and corresponding project budgets shall be listed in Attachment C herein.

<u>ADMINISTRATIVE COST</u>	
Total Admin	\$ 10,500.00
 <u>PROGRAM COST</u>	
Salaries and Benefits	\$ 131,250.00
Services and Supplies	\$ 33,250.00
Subcontractor	\$ 0.00
 <u>TOTAL ANNUAL BUDGET</u>	 \$ 175,000.00
TOTAL CONTRACT BUDGET:	\$ 175,000.00
 LEVERAGED RESOURCES:	 \$ 0.00

**Note: Admin shall not exceed more than 3% and Profit shall not exceed more than 7% of the total contract budget.**

Budgets contained in Attachment C of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July, 2018 invoices, a detailed budget must be submitted to the OCDB office for approval. Budget templates will be provided by the OCDB. Invoices shall be submitted based upon these detailed budgets.

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

In support of the monthly invoice, SUBRECIPIENT shall submit monthly Expenditure Reports on a form acceptable to, or provided by, the CONTRACT ADMINISTRATOR and will report actual costs.





**BUDGET  
PROPATH, INC.  
Program Year 2018-19  
ONE-STOP OPERATOR**

This total amount to be funded under this CONTRACT shall not exceed \$12,500.00. Each project description and corresponding budget under this CONTRACT shall be mutually determined and agreed upon by COUNTY and SUBRECIPIENT. Project descriptions shall be in Attachment B; herein and corresponding project budgets shall be listed in Attachment C herein.

<u>ADMINISTRATIVE COST</u>			<u>FY 2018-19</u>
Total Admin		\$	0.00
<u>PROGRAM COST</u>			
Salaries and Benefits		\$	5,000.00
Services and Supplies		\$	7,500.00
Subcontractor		\$	0.00
<u>TOTAL ANNUAL BUDGET</u>		\$	12,500.00
TOTAL CONTRACT BUDGET:		\$	12,500.00
LEVERAGED RESOURCES:		\$	0.00

**Note: Admin shall not exceed more than 3% and Profit shall not exceed more than 7% of the total contract budget.**

Budgets contained in Attachment C of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July, 2018 invoices, a detailed budget must be submitted to the OCDB office for approval. Budget templates will be provided by the OCDB. Invoices shall be submitted based upon these detailed budgets.

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

In support of the monthly invoice, SUBRECIPIENT shall submit monthly Expenditure Reports on a form acceptable to, or provided by, the CONTRACT ADMINISTRATOR and will report actual costs.



**BUDGET  
PROPATH, INC.  
Program Year 2018-19  
SUPERVISED POPULATION**

This total amount to be funded under this CONTRACT shall not exceed \$75,000.00. Each project description and corresponding budget under this CONTRACT shall be mutually determined and agreed upon by COUNTY and SUBRECIPIENT. Project descriptions shall be in Attachment B; herein and corresponding project budgets shall be listed in Attachment C herein.

<u>ADMINISTRATIVE COST</u>		<u>FY 2018-19</u>
Total Admin	\$	2,250.00
 <u>PROGRAM COST</u>		
Salaries and Benefits	\$	27,000.00
Services and Supplies	\$	45,750.00
Subcontractor	\$	0.00
 <u>TOTAL ANNUAL BUDGET</u>	\$	75,000.00
 TOTAL CONTRACT BUDGET:	\$	75,000.00
 LEVERAGED RESOURCES:	\$	0.00

**Note: Admin shall not exceed more than 3% and Profit shall not exceed more than 7% of the contract budget. In-kind to be determined.**

Budgets contained in Attachment C of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July, 2018 invoices, a detailed budget must be submitted to the OCDB office for approval. Budget templates will be provided by the OCDB. Invoices shall be submitted based upon these detailed budgets.

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

In support of the monthly invoice, SUBRECIPIENT shall submit monthly Expenditure Reports on a form acceptable to, or provided by, the CONTRACT ADMINISTRATOR and will report actual costs.

**PROPATH, INC.**  
**One-Stop Center**  
**WIOA PERFORMANCE STANDARDS**  
**Adult Program, PY 2018-19**

**NORTHERN REGION**

**Cumulative**

I. NEW ENROLLMENTS and CARRY-INS	FIRST QUARTER			SECOND QUARTER			PY 2018-19 TOTAL
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
A. New Enrollments	16	31	47	63	78	94	<b>94</b>
B. Carry-Ins from PY 2017-18	120	102	90	78	66	60	<b>120</b>
C. Total Participants Served (A+B=C) *	136	133	137	141	144	154	<b>214</b>

II. TOTAL WIOA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	FIRST QUARTER			SECOND QUARTER			PY 2018-19 TOTAL
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
A. WIOA Career Services	136	133	137	141	144	154	<b>214</b>
B. WIOA Training Services (ITA & Work-Based Training Services)	<i>See Attachment C for training fund usage benchmarks for the program year.</i>						

III. EXITS	FIRST QUARTER			SECOND QUARTER			PY 2018-19 TOTAL
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
A. Exits of New Enrollments	0	0	0	0	0	0	<b>0</b>
B. Exits of Carry-Ins from PY 2017-18**	18	30	42	54	60	90	<b>90</b>
C. Total Exits (A+B=C)	18	30	42	54	60	90	<b>90</b>

\* Numbers are rounded off to the nearest whole number.

\*\* Exit projections of CI are based on date of participation.

**PROPATH, INC.**  
**One-Stop Center**  
**WIOA PERFORMANCE STANDARDS**  
**Adult Program, PY 2018-19**

**SOUTHERN REGION**

**Cumulative**

I. NEW ENROLLMENTS and CARRY-INS	FIRST QUARTER			SECOND QUARTER			PY 2018-19 TOTAL
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
A. New Enrollments	16	31	47	63	78	94	<b>94</b>
B. Carry-Ins from PY 2017-18	120	102	90	78	66	60	<b>120</b>
C. Total Enrollments (A+B=C) *	136	133	137	182	194	154	<b>214</b>

II. TOTAL WIOA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	FIRST QUARTER			SECOND QUARTER			PY 2018-19 TOTAL
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
A. WIOA Career Services	136	133	137	182	194	154	<b>214</b>
B. WIOA Training Services (ITA & Work-Based Training Services)	<i>See Attachment C for training fund usage benchmarks for the program year.</i>						

III. EXITS	FIRST QUARTER			SECOND QUARTER			PY 2018-19 TOTAL
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
A. Exits of New Enrollments	0	0	0	0	0	0	<b>0</b>
B. Exits of Carry-Ins from PY 2017-18**	18	30	42	54	60	85	<b>85</b>
C. Total Exits (A+B=C)	18	30	42	54	60	85	<b>85</b>

\* Numbers are rounded off to the nearest whole number.

**PROPATH, INC.**  
**Adult Program, PY 2018-19**

PERFORMANCE STANDARDS

WIOA PERFORMANCE MEASURE	DESCRIPTION [WIOA Section 116, 20 CFR 677.155(a)]	TIME PERIOD (EXIT COHORT) TO BE REPORTED	GOAL
<b>Total Participants Served</b> <i>(real time)</i>		07/01/18 to 12/31/18	
<b>Placement in Employment/Education/Training (2nd Quarter After Exit)</b>	Percentage of participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.	07/01/17 to 12/31/17	<b>70.0%</b>
<b>Placement in Employment/Education/Training (4th Quarter After Exit)</b>	Percentage of participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.	07/01/17 to 12/31/16	<b>67.5%</b>
<b>Median Earnings</b>	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	01/01/17 to 06/30/17	<b>\$5,457</b>
<b>Credential Rate</b>	Percentage of participants who obtained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent during participation or up to one year after exit.	01/01/17 to 06/30/17	<b>50.0%</b>
<b>In-Program Skills Gain</b>	Percentage of participants who during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are defined as documented academic, technical, occupational or other forms of progress towards such a credential of employment.	07/01/18 to 12/31/18	
<b>Employer Effectiveness</b>	Effectiveness in serving employers, based on indicators developed as required by Section 116(b)(2)(iv) of WIOA.	07/01/18 to 12/31/18	

Reference: See attached DOL-WIOA Periods for Reporting Outcomes, Rev. 7/11/2016

**PROPATH, INC.**  
**One-Stop Center**  
**WIOA PERFORMANCE STANDARDS**  
**Dislocated Worker Program, PY 2018-19**

**NORTHERN REGION**

**Cumulative**

I. NEW ENROLLMENTS and CARRY-INS	FIRST QUARTER			SECOND QUARTER			PY 2018-19 TOTAL
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
A. New Enrollments	26	52	78	103	129	155	<b>155</b>
B. Carry-Ins from PY 2017-18	140	119	105	91	77	70	<b>140</b>
C. Total Enrollments (A+B=C) *	166	171	196	194	206	225	<b>295</b>

II. TOTAL WIOA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	FIRST QUARTER			SECOND QUARTER			PY 2018-19 TOTAL
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
A. WIOA Career Services	166	171	196	194	206	225	<b>295</b>
B. WIOA Training Services (ITA & Work-Based Training Services)	<i>See Attachment C for training fund usage benchmarks for the program year.</i>						

III. EXITS	FIRST QUARTER			SECOND QUARTER			PY 2018-19 TOTAL
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
A. Exits of New Enrollments	0	0	0	0	0	0	<b>0</b>
B. Exits of Carry-Ins from PY 2017-18**	21	35	49	63	70	94	<b>94</b>
C. Total Exits (A+B=C)	21	35	49	63	70	94	<b>94</b>

\* Numbers are rounded off to the nearest whole number.

\*\* Exit projections of CI are based on date of participation.

**PROPATH, INC.**  
**One-Stop Center**  
**WIOA PERFORMANCE STANDARDS**  
**Dislocated Worker Program, PY 2018-19**

**SOUTHERN REGION**

**Cumulative**

I. NEW ENROLLMENTS and CARRY-INS	FIRST QUARTER			SECOND QUARTER			PY 2018-19 TOTAL
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
A. New Enrollments	26	52	78	103	129	155	<b>155</b>
B. Carry-Ins from PY 2017-18	140	119	105	91	77	70	<b>140</b>
C. Total Enrollments (A+B=C) *	166	171	183	194	206	225	<b>295</b>

II. TOTAL WIOA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	FIRST QUARTER			SECOND QUARTER			PY 2018-19 TOTAL
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
A. WIOA Career Services	166	171	183	194	206	225	<b>295</b>
B. WIOA Training Services (ITA & Work-Based Training Services)	<i>See Attachment C for training fund usage benchmarks for the program year.</i>						

III. EXITS	FIRST QUARTER			SECOND QUARTER			PY 2018-19 TOTAL
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
A. Exits of New Enrollments	0	0	0	0	0	0	<b>0</b>
B. Exits of Carry-Ins from PY 2017-18**	21	35	49	63	70	104	<b>104</b>
C. Total Exits (A+B=C)	21	35	49	63	70	104	<b>104</b>

\* Numbers are rounded off to the nearest whole number.

**PROPATH, INC.**  
**Dislocated Worker Program, PY 2018-19**

PERFORMANCE STANDARDS

WIOA PERFORMANCE MEASURE	DESCRIPTION [WIOA Section 116, 20 CFR 677.155(a)]	TIME PERIOD (EXIT COHORT) TO BE REPORTED	GOAL
<b>Total Participants Served</b> <i>(real time)</i>		07/01/18 to 12/31/18	
<b>Placement in Employment/Education/Training (2nd Quarter After Exit)</b>	Percentage of participants who are in education or training activities, or in unsubsidized employment, during the second quarter after exit from the program.	07/01/17 to 12/31/17	<b>73.0%</b>
<b>Placement in Employment/Education/Training (4th Quarter After Exit)</b>	Percentage of participants who are in education or training activities, or in unsubsidized employment, during the fourth quarter after exit from the program.	07/01/17 to 12/31/16	<b>71.5%</b>
<b>Median Earnings</b>	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	01/01/17 to 06/30/17	<b>\$7,823</b>
<b>Credential Rate</b>	Percentage of participants who obtained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent during participation or up to one year after exit.	01/01/17 to 06/30/17	<b>65.0%</b>
<b>In-Program Skills Gain</b>	Percentage of participants who during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are defined as documented academic, technical, occupational or other forms of progress towards such a credential of employment.	07/01/18 to 12/31/18	
<b>Employer Effectiveness</b>	Effectiveness in serving employers, based on indicators developed as required by Section 116(b)(2)(iv) of WIOA.	07/01/18 to 12/31/18	

Reference: See attached DOL-WIOA Periods for Reporting Outcomes, Rev. 7/11/2016



**PROPATH, INC.**  
**One-Stop Center**  
**WIOA PERFORMANCE STANDARDS**  
**Incumbent Worker Program, PY 2018-19**

**Cumulative**

I. NEW ENROLLMENTS and CARRY-INS	FIRST QUARTER			SECOND QUARTER			PY 2018-19 TOTAL
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
A. New Enrollments	<i>Must not exceed 99 Dislocated Worker and/or Adult combined.</i>						
B. Carry-Ins from PY 2017-18	0	0	0	0	0	0	0

II. TOTAL WIOA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	FIRST QUARTER			SECOND QUARTER			PY 2018-19 TOTAL
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
A. WIOA Training Services <i>(ITA &amp; Work-Based Training Services)</i>	<i>Only 20% of funds can be used to provide Incumbent Worker training</i>						

III. EXITS	FIRST QUARTER			SECOND QUARTER			PY 2018-19 TOTAL
	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	
B. Exits of Carry-Ins from PY 2017-18**	0	0	0	0	0	0	0

\* Numbers are rounded off to the nearest whole number.

\*\* Exit projections of CI are based on date of participation.

**ProPath, Inc.  
One-Stop Center  
WIOA PERFORMANCE STANDARDS  
Business Services, PY 2018-19**

I. BUSINESSES	FIRST QUARTER	SECOND QUARTER	PY 2018-19 TOTAL
Provide substantial and Qualifying Business Services to businesses/employers (can include nonprofit and municipal organizations) per quarter, resulting in a <b>minimum of 140</b> substantive employer services for FY 18-19 (Q1 and Q2).  Note: Refer to Scope of Services for required activities. Refer to WSIN17-09 CalJOBS Activity Codes Information Notice for a listing of employer services.	70	70	140
Customized recruitment events for targeted industries  At minimum four (4) times a month (2 at each OS) and upon request.	12	12	24
<b>Reporting Requirements:</b>	Services shall be coded in CalJOBS using the CalJOBS CRM Module. County may request additional reports as needed.		
<b>III. Partnership Development</b>	<ul style="list-style-type: none"> <li>• Collaborate with the OCDB in special projects</li> <li>• Develop a portfolio of potential partners for grant opportunities in workforce development, training projects, industry specific projects and employer driven training projects.</li> </ul>		
<b>Reporting Requirements:</b>	Contractor shall adhere to the reporting requirements detailed in the Scope of Services attached herein this Agreement. However, County may request additional reports as needed.		

**PROPATH, INC.**  
**WIOA PERFORMANCE STANDARDS**  
**Southern Region (Irvine)**  
**Universal Services, PY 2018-19**

***Cumulative***

NUMBER OF VISITORS	FIRST QUARTER	SECOND QUARTER	PY 2018-19 TOTAL
Total Visitors	8,500	17,000	17,000

**PROPATH, INC.**  
**WIOA PERFORMANCE STANDARDS**  
**Northern Region (Garden Grove)**  
**Universal Services, PY 2018-19**

***Cumulative***

NUMBER OF VISITORS	FIRST QUARTER	SECOND QUARTER	PY 2018-19 TOTAL
Total Visitors	8,500	17,000	17,000

**PROPATH, INC.**  
**WIOA PERFORMANCE STANDARDS**  
**Satellite (Buena Park)**  
**Universal Services, PY 2018-19**

***Cumulative***

NUMBER OF VISITORS	FIRST QUARTER	SECOND QUARTER	PY 2018-19 TOTAL
Total Visitors	2,000	4,000	4,000

**PROPATH, INC.**  
**WIOA PERFORMANCE STANDARDS**  
**Satellite (Los Alamitos)**  
**Universal Services, PY 2018-19**

***Cumulative***

NUMBER OF VISITORS	FIRST QUARTER	SECOND QUARTER	PY 2018-19 TOTAL
Total Visitors	500	1,000	1,000

**DRUG FREE WORKPLACE CERTIFICATION**

**Company/Organization Name:**

ProPath, Inc.

The Contractor or grant recipient named above hereby certifies compliance with Government Code 8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions to be taken against employees for violations of the prohibitions, as required by Government Code Section 8355(a).
2. Establish a Drug Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available drug counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations
3. Provide as required by Government code Section 8355I that every employee who works on the proposed contract or grant
  - (a) Will receive a copy of the company's drug-free policy statement described in paragraph (1) above, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment in the contract or grant.

**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification.*

David Baquerizo

Official's Name

5/23/2018

Orange

Date Executed

Executed in the County of

*David Baquerizo*

620020EFD079402

Contractor or Grantee Recipient Signature and Title

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and suspension, 29 CFR Part 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211)

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)**

- (1) The contractor or grant recipient of Federal assistance funds certifies, by submission of this exhibit document, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the contractor or grant recipient of Federal assistance funds is unable to certify to any of the statements in this certification, the contractor or grant recipient shall attach an explanation to this exhibit document.

David Baquerizo

\_\_\_\_\_  
Name

\_\_\_\_\_  
President

\_\_\_\_\_  
Signed by:

*David Baquerizo*

6B9020FEB979402

\_\_\_\_\_  
Authorized Signature



**DEBARMENT AND SUSPENSION CERTIFICATION - Instructions for Certification**

1. By signing and submitting this exhibit document, the contractor or grant recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in the clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the contractor or grant recipient of Federal assistance funds knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The contractor recipient of Federal assistance funds shall provide immediate written notice to the County of Orange/Workforce Investment Board to which this certification document is submitted if at any time the contractor or grant recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The contractor or grant recipient of Federal assistance funds agrees by submitting this certification document that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
5. The contractor or grant recipient of Federal assistance funds further agrees by submitting this certification document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. The contractor or grant recipient in a covered transaction may rely upon a certification of a contractor or grant recipient in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The contractor or grant recipient may decide the method and frequency by which it determines the eligibility of its principals.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the contractor or grant recipient is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if the contractor or grant recipient in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING  
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,  
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all\* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all\* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10, 000 and not more than \$100,000 for each such failure.

ProPath, Inc.

\_\_\_\_\_  
Grantee/Contractor Organization

David Baquerizo

\_\_\_\_\_  
Name

\_\_\_\_\_  
President

\_\_\_\_\_  
Title Signed by:

*David Baquerizo*

6B9020EFB979462

\_\_\_\_\_  
Authorized Signature

\*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

## INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF LLL-A Continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying is and has been secured to influence the outcome of a covered action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e. g. the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report, in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include congressional district, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e. g. Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE 90 09."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the primary entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in kind contribution, specify the nature and value of the in kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted and the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF LLL A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348 0046) Washington D.C., 20503.

Not Applicable

**DISCLOSURE OF LOBBYING ACTIVITIES**

Complete this form to disclose activities pursuant to 31 U.S.C 1352

<p>1. Type of Federal Actions:</p> <p>a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Actions:</p> <p>a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p>a. initial filing</p> <p>b. material change</p> <p>For material change only: Year: _____ Quarter: _____ Date of last report: _____</p>
<p>4. Name and Address of Reporting Entity</p> <p>Prime</p> <p>Subawardee</p> <p>Tier _____ if known</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department / Agency:</p>	<p>7. Federal Program Name/Description</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$</p>	
<p>10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p> <p>(attach Continuation Sheets SF-LLL-A, if necessary)</p>	<p>10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):</p>	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ Actual Planned</p>		
<p>12. Form of Payment (check all that apply):</p> <p>a. cash</p> <p>b. in-kind: specify:</p> <p>nature: _____</p> <p>value: _____</p>		
<p>14. Enter Description of Services performed or to be Performed and date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated on item 11:</p>		
<p>15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes</p>	<p><input checked="" type="checkbox"/> No</p>	
<p>16. Information requested through this form authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. An person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signed by: <u>David Baquerizo</u></p> <p>Signature: _____</p> <p>Print Name: <b>David Baquerizo</b></p> <p>Title: <b>President</b></p> <p>Telephone No: <b>(661) 343-1552</b></p> <p>Date: <b>5/23/2018</b></p>	

**DISCLOSURE OF LOBBYING ACTIVITIES**  
**CONTINUATION SHEET**  
Approved by OMS - 0348-0046

Reporting Entity: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_



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

Effective: July 1, 2010  
Revised: February 28, 2017

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**PURPOSE:**

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

**REFERENCES:**

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

**BACKGROUND:**

The executed Board of Supervisors approved contract is the authorization for all aspects of payment, including the maximum amount to be paid, the payee, and the scope of services and work. Payments are made in strict accordance with the contract terms. Allowable costs are identified in referenced Uniform Guidance and Code of Federal Regulations (CFR).

**ATTACHMENTS:**

Reimbursement Policy Status Form (RPS-1)

**POLICY:**

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

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

requires matching contribution, documentation substantiating contribution match must be submitted with demand letter or invoice.

At any time, based on County's business needs and/or Contractor's performance, the County may designate Contractor to submit abbreviated or comprehensive documentation, as identified in the respective sections. Upon designation, Contractor will be notified, in writing via Reimbursement Policy Status Form, of which requirements are in full force. When Contractor is required to submit comprehensive documentation, in addition to the items identified in the Abbreviated Documentation Requirements Section, Contractor must also provide the documentation identified in the Comprehensive Documentation Requirements Section.

**PROCEDURES:**

**Abbreviated Documentation Requirements**

Compile and submit:

1. Supporting documentation includes, but is not limited to:
  - a. General ledger/expense transaction report
  - b. Payroll register or labor distribution report
  - c. Payroll allocation plan
  - d. Personnel Documentation
  - e. Benefit plan and calculation of benefit
  - f. Employer-employee contract for non-customary benefits (if applicable)
  - g. Pre-approval documentation for equipment purchases equal to or greater than \$5,000
2. The following is required with the first month's invoice only:
  - a. Cost allocation plan for rent, utilities, etc.
  - b. Indirect rate approved by cognizant agency (if applicable)
3. Summary of leveraged resources (if applicable)
4. Demand letters must contain the following certification (if required by Contract):  
***"I certify under the penalty of perjury that this claim is true and correct and that the requested payments have been made. I also certify that this claim agrees with our official payroll and financial records and that these amounts have not been, or will not be claimed from any other funding source"***
5. Grantee Performance Report (if required by Contract)
6. Supporting documentation shall be on single-sided sheets
7. Please redact employees' Social Security Number from payroll reports
8. Demand letter or invoice, along with supporting documentation shall be submitted to:  
OC Community Resources Accounting  
1770 N. Broadway, 4<sup>th</sup> Floor  
Santa Ana, CA 92706

**Comprehensive Documentation Requirements**

In addition to abbreviated documentation, compile and submit:

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

**ACTION:**

**Distribute this policy to all appropriate staff**

**INQUIRIES:**

**Inquiries may be directed to OCCR Accounts Payable at:  
OCCRAccountsPayable@occr.ocgov.com**



# Certification of Agreements

**Date:** June 26, 2017

**To:** Clerk of the Board of Supervisors

**From:** OC Community Resources/OC Community Services

**Re:** ASR Control #: 18-000253, Meeting Date 6/26/18 Agenda Item No. # 65

I certify that the attached fully executed complete agreement (and all exhibits and/or attachments referenced within the agreement) is an **exact** iteration of the agreement(s) presented to and approved by the Board of Supervisors on the above listed meeting date.

I further certify that I have been authorized to execute said agreement(s) and have personally executed same.

Renee Ramirez  
Name

Director, OCCS  
Title

DocuSigned by:  
Renee Ramirez  
0E6A027B240840C...  
Signature

6/26/2018  
Date