

CONTRACT # 15-28-0004-OS

BETWEEN

COUNTY OF ORANGE

AND

PROPATH, INC

FOR

WIA/WIOA COMPREHENSIVE ONE STOP CENTERS
&
BUSINESS SERVICES

Funding Agency: Department of Labor/Employment Training Administration

CFDA:

17.235 Senior Community Service Employment Program
17.258 WIA/WIOA Adult Programs
17.278 WIA/WIOA Dislocated Worker Formula Grants
17.261 WIA/WIOA Pilots, Demonstrations and Research Projects
17.277 WIA/WIOA National Dislocated Worker Grants/WIA National Emergency Grants



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This Agreement # 15-28-0004-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." with a place of business at 785 Tucker Rd. Ste G. #392, Tehachapi, CA 93561, hereinafter referred to as "CONTRACTOR," with COUNTY and CONTRACTOR 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, CONTRACTOR responded to a Request for Proposal (RFP) for FY 2013-14 Comprehensive/Satellite One-Stop Centers and Business Centers and was deemed eligible for funding; 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 CONTRACTOR, for the purpose of implementing the provisions of the Act; and

WHEREAS, COUNTY, approved an allocation of \$3,120,000.00 (Three Million One Hundred Twenty Thousand Dollars and 00 Cents) in Program funding to CONTRACTOR for FY 2015-16 to carry out certain services/activities; and

WHEREAS, CONTRACTOR, 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/Orange County Workforce Investment Board 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 WIA/WIOA One-Stop Service Delivery System Services provided by the COUNTY. The COUNTY'S Contract Manager (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 investment activities that increase employment, retention, earnings and occupations skill attainment through local workforce investment 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. CONTRACTOR 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 December 1, 2015, and terminate on June 30, 2016, subject to the provisions of this CONTRACT; however, CONTRACTOR shall perform such duties extending beyond this term, including but not limited to obligations with respect to indemnification, audits, monitoring, reporting and accounting. CONTRACTOR and CONTRACT MANAGER may mutually agree in writing to extend the CONTRACT for a period of up to one (1) year, 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. CONTRACTOR and CONTRACT MANAGER may mutually agree in writing to renew for two (2) consecutive one-year periods as allowable under the WIA/WIOA. Pursuant to the provisions contained herein, the CONTRACT may be terminated earlier.
4. **Contingency of Funds:** CONTRACTOR 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 CONTRACTOR. CONTRACT MANAGER shall provide CONTRACTOR with written notification of such determination. CONTRACTOR 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 CONTRACTOR, from sources other than COUNTY, as a result of this CONTRACT or the services provided by CONTRACTOR pursuant to this CONTRACT.

It shall be the responsibility of CONTRACTOR 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 CONTRACTOR as Program Income. To be designated as Program Income and therefore, as other than a cost off-set. CONTRACTOR 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.

CONTRACTOR 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 CONTRACTOR 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. CONTRACTOR 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: CONTRACTOR shall establish and maintain a sound financial management system, based upon generally accepted accounting principles. CONTRACTOR'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. CONTRACTOR's Record: CONTRACTOR'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 C.F.R. Part 667; and
 - iii. State implementing legislation;
 - iv. Requirements of Other Funding Sources

8. **Non-Supplantation of Funds:** CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this CONTRACT with any funds made available under this CONTRACT. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR’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 CONTRACTOR’s ability to deliver services, or the CONTRACT schedule, the CONTRACTOR 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 CONTRACTOR 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 CONTRACT MANAGER, shall require the mutual consent of all PARTIES, and may be prohibit the CONTRACTOR from proceeding with the work as set forth in this CONTRACT.

10. **Nondiscrimination and Compliance Provisions:**

- A. CONTRACTOR 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; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; Title IX of the Education Amendments of 1972, as amended; the Equal Opportunity provisions in Executive Order 11246, as amended by Executive Order 11375 and supplemented by the requirements of 41 C.F.R. 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 C.F.R. Parts 33 and 37. The United States, the State of California and COUNTY have the right to seek judicial enforcement of this requirement.
- B. CONTRACTOR 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, CONTRACTOR and its subcontractors shall not deny the CONTRACT's benefits to any person on the basis of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief, nor will they unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of race, ancestry, national origin, religion, color, ethnic group identification, sex, age, mental or physical disability (including HIV and AIDS), medical condition (including cancer), marital status, denial of family care leave, political affiliation or belief. CONTRACTOR shall insure that the evaluation and treatment of employees and applicants for employment are free from such discrimination and harassment.
 - D. CONTRACTOR 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. CONTRACTOR will give written notice of its obligations under this Paragraph 10 of the CONTRACT to labor organizations with which CONTRACTOR has a collective bargaining or other CONTRACT.
 - F. CONTRACTOR 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 CONTRACTOR's compliance with the above non-discrimination requirements.
11. **Payments:** CONTRACTOR agrees that any and all funds received under this CONTRACT shall be disbursed or encumbered on or before June 30, 2016, and that any and all funds remaining as of June 30, 2016, which have not been disbursed shall be returned by CONTRACTOR to COUNTY within thirty (30) days of the expiration or earlier termination of the CONTRACT as provided herein. No expense of CONTRACTOR will be reimbursed by COUNTY if incurred after June 30, 2016. No CONTRACTOR expenses shall be paid if billing is received by COUNTY after July 31, 2016.

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

- A. Monthly Payments. Beginning, January 1, 2016 upon receipt and approval by OC Community Services/Community Investment Division (CID) of CONTRACTOR's invoice showing the prior month's actual expenditures, COUNTY shall make monthly reimbursement payments based on CONTRACTOR's invoice so long as the total payments under this CONTRACT do not exceed \$3,120,000.00 (Three Million One Hundred Twenty Thousand Dollars and 00 Cents).
- B. COUNTY Discretion. At the sole discretion of COUNTY, payments to CONTRACTOR 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 CONTRACTOR.
- C. Advance. Notwithstanding (b) above, upon written request and justification from CONTRACTOR, COUNTY may advance to CONTRACTOR a sum not to exceed one sixth (1/6) of COUNTY'S maximum obligation hereunder. PROJECT MANAGER shall reduce the amount of monthly payments in the seventh, eighth, ninth, tenth, and eleventh months by twenty percent (20%) of any advance

payment, under (A) above, to recover any outstanding advance or part thereof. Such recovery may not exceed the total of all outstanding advances. No monthly payment shall be made to CONTRACTOR which would result in less money remaining unpaid to CONTRACTOR than the total of advances made to CONTRACTOR.

- D. Invoices. COUNTY will reimburse CONTRACTOR for eligible CONTRACT-related costs only. CONTRACTOR shall submit requests for reimbursement to COUNTY on a monthly basis beginning on January 1, 2016, and must provide adequate documentation as required by COUNTY in accordance with the OC Community Resources Contract Reimbursement Policy for documenting CONTRACTOR costs, incorporated herein by reference as Exhibit 7. 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 CONTRACTOR, until such documentation has been received and approved by COUNTY. Invoices are due on the 20th of each month, for prior month's expenses.
12. **Performance Standards:** CONTRACTOR shall comply with and adhere to the performance accountability standards and general program requirements described in Sections 136 (Performance Accountability System) and 195 (General Program Requirements) of the Act and applicable regulations and as contained in Attachment D. Should the Performance Standards defined in the CONTRACT 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 D may be modified upon mutual written agreement of the DIRECTOR and CONTRACTOR 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 Attachments 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 CONTRACTOR, 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 WIA/WIOA Orange County One-Stop System operations or performance, the operations or performance of CONTRACTOR, or changes in applicable statutes, regulations or State of California or federal mandates or directives.
- CONTRACTOR 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. CONTRACTOR'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, CONTRACTOR shall not be obligated to assume increased performance under the change order beyond the limitation of funds established within this CONTRACT.

- B. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's activities, books, documents and papers (including computer records and emails) and to records of CONTRACTOR's subcontractors, consultants, contracted employees, bookkeepers, accountants, employees and participants related to this CONTRACT. CONTRACTOR shall insert this condition in each contract between CONTRACTOR 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 CONTRACTOR are kept. CONTRACTOR 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 CONTRACTOR does not make the above referenced documents available within the County of Orange, California, CONTRACTOR 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 CONTRACTOR and all documents related to this CONTRACT shall be kept available at CONTRACTOR'S office or place of business for the duration of this CONTRACT and thereafter, as specified in 29 CFR 97.42 or 29 CFR 95.53, whichever is more restrictive. 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. CONTRACTOR 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 CONTRACTOR'S failure to perform under this CONTRACT.

16. **Breach of Contract:** The failure of the CONTRACTOR 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;
 - B. Afford the CONTRACTOR 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;
 - C. Discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and
 - D. Offset against any monies billed by the CONTRACTOR but yet unpaid by the COUNTY those monies disallowed pursuant to the above.
17. **CONTRACTOR–Change in Ownership:** The CONTRACTOR agrees that if there is a change in ownership prior to completion of this CONTRACT, the new owner will be required, under terms of sale, to assume this CONTRACT and complete it to the satisfaction of the COUNTY.
18. **Conditions Affecting Work:** CONTRACTOR 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 CONTRACTOR to do so will not relieve CONTRACTOR 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.
19. **Conflict of Interest – CONTRACTOR'S Personnel:** The CONTRACTOR 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 CONTRACTOR; the CONTRACTOR's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. The CONTRACTOR'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.
20. **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 CONTRACTOR shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.

- 21. 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.
- 22. Contingent Fees:** The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the CONTRACTOR or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.
- For breach or violation of this warranty, the COUNTY shall have the right to terminate this CONTRACT, in accordance with the termination clause and at its sole discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the CONTRACTOR.
- 23. CONTRACTOR Bankruptcy/Insolvency:** If the CONTRACTOR should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the CONTRACTOR'S insolvency, the COUNTY may terminate this CONTRACT.
- 24. CONTRACTOR Personnel:** The CONTRACTOR 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.
- 25. CONTRACTOR'S PROJECT MANAGER and Key Personnel:** The CONTRACTOR'S PROJECT MANAGER shall be assigned to this CONTRACT for the duration of this CONTRACT and shall pursue all work and services to meet the CONTRACT timelines. Key personnel are those individual who report directly to the CONTRACTOR'S PROJECT MANAGER.
- COUNTY'S PROJECT MANAGER shall have the discretion to direct replacement or reassignment of any CONTRACTOR personnel during the term of this CONTRACT to ensure that all services and deliverables are provided in accordance with Attachment B, Scope of Services.
- 26. County of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of CONTRACT but prior to official award of CONTRACT, the selected CONTRACTOR agrees to furnish to the CONTRACT MANAGER, the Purchasing Agent, or the agency/department deputy purchasing agent:
- A. In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;
 - B. In the case of a CONTRACTOR doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
 - C. A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and

- D. A certification that the CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the CONTRACTOR to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another CONTRACTOR. In the event a CONTRACT has been issued, failure of the CONTRACTOR to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

- 27. Data–Title To:** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the CONTRACTOR 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 CONTRACTOR 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.

28. Intellectual Property:

- A. Federal Funding. In any CONTRACT 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. CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this CONTRACT. In addition, under this CONTRACT, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR accesses any third-party Intellectual Property that is licensed to COUNTY, CONTRACTOR agrees to abide by all license and confidentiality restrictions applicable to COUNTY in the third-party's license Contract.
- iv. CONTRACTOR 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 CONTRACTOR enters into any contracts or subcontracts with other parties in order to perform this CONTRACT, CONTRACTOR shall require the terms of the contract(s) to include all Intellectual Property provisions of Paragraphs twenty-eight (28)(A) through twenty-eight (28)(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, CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT or any subcontract.
- v. Pursuant to Paragraph twenty-eight (28)(B)(iv) of the Intellectual Property Provisions of this CONTRACT, the requirement for the CONTRACTOR to include all Intellectual Property Provisions of Paragraphs twenty-eight (28)(A) through twenty-eight (28)(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 663.700-730.
- vi. CONTRACTOR 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 CONTRACTOR or COUNTY and which result directly or indirectly from this CONTRACT, CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR from using any ideas, concepts, know-how, methodology or techniques related to its performance under this CONTRACT, provided that CONTRACTOR'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-eight (28)(A) through twenty-eight (28)(I), or result in a breach of any provisions of law relating to confidentiality.

D. Copyright.

- i. CONTRACTOR agrees that for purposes of copyright law, all works (as defined in Ownership, Paragraph twenty-eight (28)(B)(ii) (a) of authorship made by or on behalf of CONTRACTOR in connection with CONTRACTOR's performance of this CONTRACT shall be deemed "works made for hire." CONTRACTOR further agrees that the work of each person utilized by CONTRACTOR in connection with the performance of this CONTRACT will be a "work made for hire," whether that person is an employee of CONTRACTOR or that person has entered into a contract with CONTRACTOR to perform the work. CONTRACTOR shall enter into a written contract with any such person that (i) all work performed for CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR in the performance of this CONTRACT, which did not result from research and development specifically included in the CONTRACT's Scope of Services, CONTRACTOR hereby grants to COUNTY a license as described under Paragraph twenty-eight (28)(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 CONTRACTOR 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, CONTRACTOR agrees that its performance of this CONTRACT shall not be dependent upon or include any Intellectual Property of CONTRACTOR 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-eight (28)(C), for any of CONTRACTOR'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 CONTRACTOR's performance of this CONTRACT, CONTRACTOR shall obtain a license under terms acceptable to COUNTY.
- G. **Warranties.**
- i. CONTRACTOR represents and warrants that:
 - a. CONTRACTOR has secured and will secure all rights and licenses necessary for its performance of this CONTRACT.
 - b. Neither CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR.
 - c. Neither CONTRACTOR'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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR'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. CONTRACTOR 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 CONTRACTOR 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 contracts of CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's expense, any such infringement action brought against COUNTY.
 - ii. Should any Intellectual Property licensed by the CONTRACTOR to COUNTY under this CONTRACT become the subject of an Intellectual Property infringement claim CONTRACTOR 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 CONTRACTOR's expense) in any such claim or action. In the defense or settlement of the claim, CONTRACTOR 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. CONTRACTOR agrees that damages alone would be inadequate to compensate COUNTY for breach of any term of these Intellectual Property provisions of Paragraphs twenty-eight (28)(A) through twenty-eight (28)(I) by CONTRACTOR. CONTRACTOR 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.

29. 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 CONTRACTOR'S PROJECT MANAGER and the COUNTY'S PROJECT MANAGER, such matter shall be brought to the attention of the COUNTY'S PROJECT MANAGER by way of the following process:
 - i. The CONTRACTOR 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 CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the CONTRACTOR 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 CONTRACTOR believes the COUNTY is liable.
- B. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the CONTRACTOR agrees to proceed with the provision of services under this CONTRACT. The CONTRACTOR'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 CONTRACTOR's demand, it shall be deemed a final decision adverse to the CONTRACTOR's contentions. Nothing in this Paragraph 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.

30. **Complaint Handling Procedures:** CONTRACTOR shall comply with grievance procedures, as defined by the program's funding stream. CONTRACTOR shall advise participants of their right to file complaints and of the procedures for resolution of complaints. CONTRACTOR 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 CONTRACTOR.
31. **EDD Independent Contractor 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 attached hereto as Exhibit 6 and incorporated herein by this reference. 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 contractors. An independent contractor 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 www.edd.ca.gov/txir.htm.
32. **Gratuities:** The CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the CONTRACTOR or any agent or representative of the CONTRACTOR 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 CONTRACTOR agreed to supply shall be borne and paid for by the CONTRACTOR. The rights and remedies of the COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.
33. **Sectarian Activities:** CONTRACTOR 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.
34. **Drug Free Workplace:** CONTRACTOR shall execute and abide by the Drug Free Workplace Certification attached hereto as Exhibit 2 and incorporated herein by this reference.
35. **Debarment:** CONTRACTOR shall execute and abide by the Debarment & Suspension Certification, attached hereto as Exhibit 3 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 C.F.R. Part 98.

36. Lobbying:

- A. CONTRACTOR shall execute and abide by the terms of the "Certification Regarding Lobbying," which is attached hereto as Exhibit 4 and incorporated herein by this reference. CONTRACTOR 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 5 and incorporated herein by this reference, if CONTRACTOR, or any person, firm or corporation acting on CONTRACTOR'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 CONTRACTOR pursuant to this CONTRACT.
- B. CONTRACTOR 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. CONTRACTOR shall be in compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 and 29 CFR Part 93).

37. Fraud: CONTRACTOR shall immediately report all suspected or known instances and facts concerning possible fraud, abuse or criminal activity under this CONTRACT.

38. Standards of Conduct:

- A. General Assurance. Every reasonable course of action will be taken by CONTRACTOR 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. CONTRACTOR, 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. CONTRACTOR 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 CONTRACTOR will receive favorable treatment when considered for enrollment in programs provided by, or employment with CONTRACTOR.
- D. Conducting Business Involving Close Personal Friends and Associates. Executives and employees of CONTRACTOR 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 CONTRACTOR to conduct business with a friend or associate of an executive or employee of CONTRACTOR 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 CONTRACTOR, a permanent record of the transaction will be retained.

- E. Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR or COUNTY.
- 39. News/Information Release:** The CONTRACTOR 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 COUNTY'S PROJECT MANAGER.
- 40. 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:
County of Orange
OC Community Resources
Community Investment Division
PROJECT MANAGER
1300 South Grand Ave., Bldg. 'B', 3rd Flr.
Santa Ana, CA 92705-4407

For CONTRACTOR:
ProPath, Inc.
David Baquerizo
785 Tucker Rd Ste G 392
Tehachapi, CA 93561

- 41. Literature/Publicity:** Any literature distributed by CONTRACTOR 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 Workforce Investment 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."
- 42. Ownership of Documents:** The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the CONTRACTOR. 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 CONTRACTOR without the express written consent of the COUNTY.

- 43. 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 Paragraphs of this CONTRACT, and then the Attachments and Exhibits.
- 44. COUNTY'S PROJECT MANAGER:** The COUNTY shall appoint a PROJECT MANAGER to act as liaison between the COUNTY and the CONTRACTOR during the term of this CONTRACT. The COUNTY'S PROJECT MANAGER shall coordinate the activities of the COUNTY staff assigned to work with the CONTRACTOR.
- 45. Reports/Meetings:** The CONTRACTOR 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 CONTRACTOR's PROJECT MANAGER will meet on reasonable notice to discuss the CONTRACTOR's performance and progress under this CONTRACT. If requested, the CONTRACTOR's PROJECT MANAGER and other CONTRACT personnel shall attend all meetings. The CONTRACTOR shall provide such information that is requested by the COUNTY for the purpose of monitoring progress under this CONTRACT.

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

- 46. Termination--Orderly:** After receipt of a termination notice from the County of Orange, the CONTRACTOR 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 CONTRACTOR. Upon termination COUNTY agrees to pay the CONTRACTOR 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.

CONTRACTOR 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 CONTRACTOR to terminate the CONTRACT shall relieve CONTRACTOR of all further obligations after the ninety (90) day written notice; but does not release CONTRACTOR 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.

- 47. Errors and Omissions:** All reports, files and other documents prepared and submitted by CONTRACTOR shall be complete and shall be carefully checked by the professional(s) identified by CONTRACTOR as PROJECT MANAGER and key personnel attached hereto, prior to submission to the COUNTY. CONTRACTOR agrees that COUNTY review is discretionary and CONTRACTOR shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving CONTRACTOR'S reports, files and other written documents, the reports, files

or documents will be returned to CONTRACTOR for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by CONTRACTOR after COUNTY approval thereof, COUNTY approval of CONTRACTOR's reports, files or documents shall not be used as a defense by CONTRACTOR in any action between the COUNTY and CONTRACTOR, and the reports, files or documents will be returned to CONTRACTOR for correction.

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Program Specific Terms and Conditions

48. Participants

- A. Eligibility. Only participants who have been determined to meet all federal eligibility requirements to receive training hereunder shall be enrolled by CONTRACTOR 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 WIA/WIOA Youth 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 CONTRACTOR students are entitled, including, but not limited to, special instruction, use of facilities on CONTRACTOR's premises such as the libraries and learning centers, counseling, student body activities, and veterans' benefits. CONTRACTOR's representatives will provide academic counseling for participants and inform them of CONTRACTOR's services available to them.
- D. Labor Standards. CONTRACTOR shall adhere to the Labor Standards described in the Act, including Section 181 of the Act, and all other applicable codes and regulations.

49. Pell Grants/HEA Title IV: If CONTRACTOR 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, CONTRACTOR shall cooperate with COUNTY'S PROJECT MANAGER in coordinating these grants and awards with WIA/WIOA funding in accordance with 20 C.F.R. 663.320 and Section 134 (d) of the Act. CONTRACTOR 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 WIA/WIOA participant under this CONTRACT.

50. Policies and Procedures: CONTRACTOR shall monitor its program for compliance with the provisions of this CONTRACT. CONTRACTOR shall also comply with all applicable parts of COUNTY'S WIA/WIOA Policies and Procedures for recruitment, intake, assessment and referral, copies of which are available from COUNTY'S PROJECT MANAGER.

51. Budget Schedule

CONTRACTOR agrees that the expenditures of any and all funds under this CONTRACT Attachment C and which by this reference is incorporated herein and made a part hereof as if fully set forth.

52. Modification of Budget Schedule

- A. Upon written approval of CONTRACT MANAGER 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, as long as the amount of the total contract is not increased and the basic goals and objectives of the program are not altered. No such transfer may be made without the express prior written approval of CONTRACT MANAGER. A modification of the Budget Schedule may include the addition of any new budget category. Approval of the Budget Modification by CONTRACT MANAGER includes approval of the new Budget Category. Frequencies of Budget modification

request in request initiated by CONTRACTOR are outlined in specified CID policy. Budget modifications are limited to once each Quarter. Budget modification requests will not be processed after April 30.

- B. CONTRACTOR may submit a program or budget modification request in response to the modification of program components and/or service levels which significantly alter CONTRACTOR's Scope of Services. Without further Board action, DIRECTOR may execute amendments to this CONTRACT modifying CONTRACTOR's services in amounts that do not collectively increase by more than ten percent (10%) the price of said services under this CONTRACT when originally executed. Increases in excess of ten percent (10%) of the original CONTRACT price, must be approved by the COUNTY'S Board of Supervisors. The COUNTY may execute amendments to decrease the amount of the CONTRACT without obtaining approval by the Board of Supervisors.
- 53. Sweat-free Code of Conduct:** All CONTRACTORS 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 CONTRACTOR 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 CONTRACTOR 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, and Public Contract Code Section 6108.
- The CONTRACTOR agrees to cooperate fully in providing reasonable access to the CONTRACTOR'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 CONTRACTOR's compliance with the requirements under Paragraph A of the Sweat-free Code of Conduct.
- 54. Annual Audit:** CONTRACTOR shall arrange for an independent audit to be performed by a Certified Public Accountant, which shall include an audit of the WIA/WIOA funds received from COUNTY, in accordance with the Act, 20 C.F.R. Section 667.200, and 29 CFR Parts 96 and 99. CONTRACTOR shall submit two (2) copies of each required audit report to COUNTY within thirty (30) days after the date received by CONTRACTOR.
- 55. Corporate Status:** All corporate CONTRACTORS 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 CONTRACTOR immediately in writing to COUNTY'S PROJECT MANAGER.
- 56. Equipment:** All computer-related and electronic equipment purchased with funds provided under this CONTRACT or which are furnished to CONTRACTOR by COUNTY shall be considered Equipment. This includes, but 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, CONTRACTOR 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.

CONTRACTOR 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 CONTRACTOR shall be requested by CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR, if prior written approval has not been obtained from COUNTY'S PROJECT MANAGER.

57. 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 CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR 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.

58. Other Requirements – Program Confidentiality

- A. Without prejudice to any other section of this CONTRACT, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR, costs incurred and services rendered hereunder.
- B. CONTRACTOR shall require all of its employees, agents, subcontractors and volunteer staff who may provide services to CONTRACTOR under this CONTRACT to sign an agreement with CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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, CONTRACTOR shall procure the written consent from students enrolled through the COUNTY allowing CONTRACTOR 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. CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this CONTRACT.

59. Compliance with Law – CONTRACT:

In its performance under this CONTRACT, CONTRACTOR 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 C.F.R. Parts 652 and 660 through 671.
 - 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.
- E. All applicable local ordinances and requirements, including use permits and licensing;

- F. Court orders applicable to CONTRACTOR's operations; and
- G. The terms and conditions of this CONTRACT, including Attachments and Exhibits.

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

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

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, through D, and Exhibits 1, through 8 which are attached hereto and incorporated herein by this reference, when accepted by the CONTRACTOR 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 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. **Taxes:** "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:** CONTRACTOR expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR's part to indemnify, defend and hold COUNTY and its COUNTY INDEMNITEES as identified in Paragraph HH below, and as more fully described in Paragraph HH, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR 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, CONTRACTOR 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. CONTRACTOR acknowledges that a violation of this provision shall subject CONTRACTOR 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 CONTRACTOR. 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 CONTRACTOR:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall be considered an agent or an employee of COUNTY. Neither CONTRACTOR nor its employees; nor anyone working under CONTRACTOR shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.
- O. **Performance:** CONTRACTOR shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY'S satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by

the CONTRACTOR under this CONTRACT. CONTRACTOR 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 subcontractors.

P. Insurance:

Insurance Provisions

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

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

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management upon review of CONTRACTOR'S current audited financial report..

If the CONTRACTOR 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 CONTRACTOR 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
Professional Liability Insurance	\$1,000,000 per claims made; \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence
Employee Dishonesty	\$100,000 per occurrence (Minimum limit - increase to actual 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 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the CONTRACTOR'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 State of California, County of Orange, its elected and appointed officials, officers, agents and employees.

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

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

CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and 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 CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain Professional Liability coverage for two (2) years following completion of 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 CONTRACTOR 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 vendor.

COUNTY expressly retains the right to require CONTRACTOR 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 CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR'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. **Bills and Liens:** This Paragraph was intentionally left blank.
- R. **Changes:** CONTRACTOR shall make no changes in the work or perform any additional work without the COUNTY'S specific written approval.
- S. **Change of Ownership:** CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume CONTRACTOR's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.
- T. **Force Majeure:** CONTRACTOR 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 CONTRACTOR

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

- U. **Confidentiality:** CONTRACTOR 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 CONTRACTOR and CONTRACTOR's staff, agents and employees.
- V. **Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this CONTRACT shall fully comply, at CONTRACTOR'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. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Paragraph HH below, CONTRACTOR 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. **Freight (F.O.B):** "Intentionally Left Blank"
- X. **Pricing:** The CONTRACT bid price shall include full compensation for required goods in accordance with required specifications, or services, as specified herein or when applicable, in Attachment B, the Scope of Service attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
- Y. **Waiver of Jury Trial:** "Intentionally Left Blank"
- Z. **Terms and Conditions:** CONTRACTOR 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:** The PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** The CONTRACTOR 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 CONTRACTOR shall obtain, from all employees, consultants and subcontractors 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 CONTRACTOR shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both 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:** CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, the State of California, and the Orange County Workforce Investment 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 CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither PARTY shall request a jury apportionment.
- II. **Audits/Inspections:** CONTRACTOR agrees to permit the COUNTY'S Audit-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 CONTRACTOR 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 with 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 CONTRACTOR's records before final payment is made.

CONTRACTOR 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. CONTRACTOR agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further,

CONTRACTOR agrees to include a similar right to the COUNTY to audit records and interview staff of any subcontractor related to performance of CONTRACT.

Should the CONTRACTOR cease to exist as a legal entity, the CONTRACTOR'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: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

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

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

COUNTY OF ORANGE

A Political Subdivision of the State of California

By: _____

Dated: _____

Steve Franks
OC Community Services

**APPROVED AS TO FORM
COUNTY COUNSEL**

By:  _____

Date: 11.16.2015 DEPUTY COUNTY COUNSEL

GENERAL PROGRAM REQUIREMENTS

1. Project Summary:

- A. These General Program Requirements have been designed to provide the framework wherein the One-Stop Center(s) will provide or will coordinate the provision of services for the Orange County One-Stop System.
- B. CONTRACTOR agrees to comply, remain informed, and deliver services consistent with the provisions of the Workforce Innovation and Opportunity Act of 2014, Orange County Workforce Investment Board (OCWIB) Policy, Orange County Workforce Investment Area's Strategic Five-Year Plan, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, Title V of the Older Americans Act, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Agreement.
- C. Where local policy has not been set, CONTRACTOR agrees to adhere to state or federal policy, as appropriate.
- D. Governance References
 - 1. Workforce Innovation and Opportunity Act (WIOA) of 2014
Department of Labor, Employment and Training Administration, 20 CFR Parts 601,651,652, et al. WIOA; Notice of Proposed Rulemaking; Proposed Rules, 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; Notice of Proposed Rulemaking; Proposed Rules.
 - 2. Information Bulletins, Directives and any other federal and/or state guidance documents pertaining to the WIOA.
 - 3. Actions, directives, and policy and procedures issued by the Orange County Workforce Investment Board or staff relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements.
 - 4. State of California Welfare and Institutions Code Section 11200 et seq.
 - 5. Titles VI and VII of the Civil Rights Act of 1964.

2. 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 OCWIB or the Orange County Board of Supervisors.

3. One-Stop Principles

CONTRACTOR agrees to integrate to the fullest extent possible, the following principles into the delivery of services:

- A. **Streamline services** through an integration of multiple programs, including WIOA, Wagner-Peyser, Department of Rehabilitation, Adult Education, and TANF at the service level through One-Stop service centers;
- B. **Empower individuals** with information and resources they need to manage their own careers;
- C. **Employer Services** that recognize business as a customer as well as a source for jobs leading to meaningful employment;
- D. **Universal access** for all job seekers to a core set of career decision-making and job search tools;
- E. **Increase accountability** of the delivery system to achieve improved results regarding skill gains, credentials earned, job placement rates, earnings and retention in employment;
- F. **State and local flexibility** to ensure that delivery systems are responsive to the needs of individual communities; and
- G. **Strong role for local boards** and the private sector to impact the design and operation of delivery systems.

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 replaces the Workforce Investment Act of 1998 (WIA).

WIOA reaffirms the role of the public workforce system, and brings together and enhances several key employment, education, and training programs. It ensures that the workforce system operates as a comprehensive, integrated and streamlined system to provide pathways to prosperity for those it serves and continuously improves the quality and performance of its services.

WIOA retains much of the structure of WIA and 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 administering workforce development, educational, social services and other human resource programs and funding streams that provide assistance to customers receiving services through the Orange County One-Stop Centers.

CONTRACTOR shall serve as the Operator/Administrator of the Comprehensive One-Stop Center for the Orange County Workforce Development Area as outlined within this Attachment. CONTRACTOR 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 participant's needs, interests, abilities, motivation, and prospect for successfully completing the program. In accordance with local policies and procedures, prioritization of services is also taken into consideration.

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

CONTRACTOR shall conform to anticipated WIOA final regulations and future policy guidance issuances by the DOL, the State and OCWIB during the term of this

Agreement. Applicable new WIOA provisions and requirements supersede any replaced WIA provisions in existing policies cited in 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 Orangewood Avenue #200.
 - a) Services shall also be offered through a **satellite location in Buena Park** at 6281 Beach Blvd #302 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.
3. **Services in the Southern Region** shall be offered through the One-Stop Center in Irvine at 125 Technology Drive #200.

b) Southern Region Satellite: OCWIB will provide direction on the South Satellite location and establish criteria and timeline by December 31, 2015. Negotiations with potential partners will include both CONTRACTOR and OCWIB staff.

C. One-Stop Center Operator Responsibilities with Partners

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 (Adult, Dislocated Worker, Youth)
- Wagner-Peyser Act Employment Services
- Adult Education and Literacy Act (Department of Education)
- Rehabilitation Act (Department of Education)

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

- Career and Technical Education (Perkins)
- Community Services Block Grant
- Unemployment Compensation Programs
- Local Veterans' Employment Representatives and Disabled Veterans' Outreach Program
- Trade Adjustment Assistance Programs
- HUD Employment and Training Programs
- National Farmworker Jobs Program
- Indian and Native American Programs
- Temporary Assistance for Needy Families
- Senior Community Service Employment Program

- Job Corps
- YouthBuild

2. **Operating Agreements** shall be developed by CONTRACTOR with all One-Stop partner programs as well as any additional partners who may provide ancillary services to One-Stop Center customers.

Operating Agreements shall include, but not be limited to:

- a. A definition of program design including priority target populations that will be served;
- b. A participation plan for all staff assigned to the Center, including the percentage of time each partner will contribute to the operation of universal services;
- c. The development of a monthly schedule that includes hours of operation for all partners operating within the Center;
- d. A procedure for cross-referrals among the various partners including supportive services, training, and other specialized services and programs;
- e. A procedure for entering job orders/résumés into CalJOBS, and other systems in use at the One-Stop;
- f. A procedure for entering job orders/résumés into the New CalJOBS, and other systems in use at the One-Stop;
- g. A plan for resource sharing, capacity building, governance, staff supervision, and shared technology and system infrastructure;
- h. A plan for co-enrollment among partners to encourage multi-disciplinary case management;
- i. A schedule for coverage in the Resource Room;
- j. Assistance with special events;
- k. A plan for achieving basic career services placement; and
- l. A plan to provide linkages to youth services.

CONTRACTOR shall follow existing Operating Agreements for the remainder of the PY. If a change in service provision occurs during the program year, CONTRACTOR shall re-submit an Operating Agreement to the OCWIB within 30 days of the date the change in service occurred.

3. **Cost Sharing Agreements** shall be negotiated and developed by CONTRACTOR with all partners co-located at the Comprehensive and Satellite One-Stop Centers.

The Cost Sharing Agreements 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, but not be limited to: rent/space, staff (common receptionist), utilities, equipment and supplies. CONTRACTOR shall ensure that the shared costs are supported by accurate and current data. The shared cost shall be consistently applied over the term of the cost sharing agreement. Charges to the WIA programs shall reflect a fair portion of the benefits received, and the methodology used in determining the allocation of the shared cost is reflective of its

written Cost Sharing Agreement. In the case that a partner is unable to pay cash for its fair share, CONTRACTOR shall negotiate with the partner to provide in-kind services to benefit the One-Stop system and document the value of the services provided.

Cost Sharing Agreements shall identify:

- a. The proportionate share and allocation of each shared cost by each partner;
- b. All shared costs within the One-Stop environment;
- c. The resource sharing or how the shared costs of the Comprehensive One-Stop Centers will be paid; and
- d. COUNTY-approved language pertaining to liability and indemnification.

CONTRACTOR shall obtain signatures of partners with dates including their typed name, title, and organization indicating their concurrence with the Cost Sharing Agreement.

CONTRACTOR shall follow existing Cost Sharing Agreements for the remainder of the PY. CONTRACTOR shall submit any changes to a Cost Sharing Agreement to the OCWIB within 30 days of the date the change in cost occurred.

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

Voluntary partners may be co-located at the One-Stop Center to assist in the provision of career services and referrals or may be located off-site. Voluntary partners may join at any time, by entering into an operating agreement with the CONTRACTOR.

CONTRACTOR 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 (K-12, higher education, technical training schools)
- Chamber of Commerce Organizations
- Economic Development Organizations
- Labor Organizations
- Literacy Program Providers
- Business Organizations
- Networking and Mentoring Organizations
- Small Business Administration

- Non-WIA Mandated Federal, State, and Local Governmental Agencies

- 5. Partner Staff Training** shall be the responsibility of the CONTRACTOR to facilitate a seamless, collaborative working environment when offering services to One-Stop customers. Cross-training of all appropriate Center staff shall occur no less than once each Quarter so that, to the extent possible, positions at any One-Stop location can be overseen by any given partner agency in the event that a specific partner is unavailable. CONTRACTOR 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. CONTRACTOR shall educate staff about how customers qualify for and enter partner programs, how partners deliver successful outcomes and their measurement systems, and the participant characteristics of partner programs. **CONTRACTOR shall follow existing Partner Staff Training Schedule for the remainder of the PY.**
- 6. Quarterly Partner Meetings** shall be facilitated by CONTRACTOR with all partner agencies to discuss resources, special events, planned activities, etc. as well as to share best practices. Agendas shall be distributed at least three (3) days in advance of the meeting. OCWIB Management Staff shall be included on the distribution list. **CONTRACTOR shall follow existing Schedule of Quarterly Partner meetings for the remainder of the PY.**
- 7. 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 such as the customer satisfaction surveys. All agency representatives should be at a management level. Due to the implementation of WIOA, meetings shall occur once in quarters three and four. **CONTRACTOR shall follow existing Schedule of Manager's Stakeholder Meetings for the remainder of the PY.**
- 8. 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 (including costs incurred), tours of the service center(s) given, presentations made, partnerships developed (as described above), worksites developed for SCSEP, business services activities including sector work and updates on "5 City Projects", required letters of support of grant applications, staff training and challenges related to One-Stop Center operations and/or partnerships. Format of report will be provided by the OCWIB. **CONTRACTOR shall submit One-Stop Center monthly activities report to the OCWIB administrative office by the tenth day of the month following the month being reported on.**
- 9. One-Stop Tours** shall be conducted by CONTRACTOR 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 CONTRACTOR 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 customers. Accordingly, the OCWIB may require additional evening or Saturday hours, should it be deemed necessary.

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

Hours of Operation (Garden Grove)	
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 Satellite offices shall be open for business Monday to Friday from 8:00 a.m. to 5:00 p.m.

2. **Holiday Operation Schedules** shall ensure that arrangements are made to keep full service delivery available throughout the year with limited closings as detailed below for the following County-observed holidays:

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

3. **Vacation Schedules** for **all** One-Stop System staff shall require approval from the CONTRACTOR and shall be based upon business needs and deliverables.

B. General Staffing Requirements

1. There shall be the requisite number of staff hired by the CONTRACTOR and approved by the OCWIB to operate program services as provided for in the budget attached to this Agreement. The budget reflects the maximum level of staffing and the fringe benefits approved for reimbursement.

2. CONTRACTOR shall include OCWIB in the hiring and selection process of One-Stop Director, Center Managers and Supervisors.
3. CONTRACTOR shall be responsible for filling any vacancies, which may occur during the term of this Agreement in order to ensure the continuous and efficient delivery of services to customers. CONTRACTOR shall fill vacancies with individuals with the appropriate experience and levels of education required for the job.
4. CONTRACTOR is required to gather, understand and provide relevant and useful labor market information to businesses and job seekers. CONTRACTOR shall use the available resources to assist job seekers in making informed decisions about job training and career pathways. It is the CONTRACTOR's responsibility to have on hand at all times current, relevant and useful labor market information.
5. CONTRACTOR shall provide a copy of Attachment B (Scope of Services) to all program staff and a copy of the contract fiscal requirements to all fiscal staff. CONTRACTOR shall require all staff to sign a statement indicating that they have received the applicable sections of this Agreement and have reviewed and understand the contractual requirements and programmatic objectives.
6. CONTRACTOR 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.
7. CONTRACTOR 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. CONTRACTOR staff shall be customer-oriented professionals who are knowledgeable about providing workforce development services to difficult to serve populations. Staff shall be able to build one-on-one working relationships with customers to aid in eliminating challenges that are hindrances to obtaining and retaining employment. Services provided in small groups shall also be considered to maximize staffing efficiencies and available resources.
2. Staff shall be fully trained and have current knowledge of WIOA regulations and requirements, CalJOBS, contractual goals, OCWIB policies and procedures, local labor market information, SCSEP, 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. CONTRACTOR shall ensure that all reception and support staff has received training in customer service, communication skills, and proficient computer skills (Windows and Microsoft Office). Reception and support staff shall have a complete understanding of the services that are provided by the One-Stop Center Operator as well as the co-located partners.
4. Staff shall have an understanding of the WIOA, Notices of Proposed Rulemaking (NPRMs), Department of Labor TEGLs, State EDD Directives/Information Notices, California Department of Aging (CDA) Program Memos and Bulletins, and OCWIB Policies and Procedures. Staff shall be informed of any new guidance, as it is released. All directives and policies shall be discussed during regular One-Stop staff meetings.
5. **Gaps in Service Delivery:** CONTRACTOR shall ensure that customer activities remain uninterrupted in accordance with TEGL 17-05 and the provisions set forth in this Agreement. CONTRACTOR shall implement Progressive Discipline for Staff not meeting minimum expectations.
6. **Career Planners** 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. Career Planners shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. Types of Career Planners may vary by functional duties and responsibilities and may include client services specialist, employer specialist or a hybrid of the two. Distinctions between the three types shall be outlined in their respective job descriptions.

Notwithstanding, all Career Planners 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 customers to ensure appropriate evaluation;
- c. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
- d. Develop a CalJOBS résumé for every enrolled customer;
- e. Provide career planning to all customers (including those in training) in all areas related to gaining/retaining employment and career advancement;
- f. Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;
- g. Maintain regular contact with customers (at a minimum of once every thirty 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 V;
- i. Develop relationships with all training providers and partner agencies;

- j. Provide specific guidance in transferable skills for all clients transitioning between industry clusters;
 - k. Use LMI data to coach clients so that they may make informed decisions;
 - l. Have a comprehensive understanding of LMI trends, demand occupation criteria and the OCWIB's Approved Training Partner Directory (ATPD) to enhance placements;
 - m. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the customer;
 - n. Provide job development and assist customers in job placement – Entered Employment rates shall exceed 80% for Adults and 82% for Dislocated Workers;
 - o. Provide retention and follow-up services for a twelve (12) month period, with follow-up commencing immediately after employment begins; and
 - p. Utilize CalJOBS for documenting job seeker activities.
7. **Project Director** manages the successful implementation of the One-Stop System assuring that all contractual commitments are met. Ultimately 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.
8. **One-Stop Center Manager(s)** plans, coordinates, and organizes programs and services delivery of the One-Stop Center. The center manager establishes operating procedures, protocols, controls of functional activities and service delivery among 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 customers 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 and is aware of staff whereabouts at all times;
- i. Coordinates customer flow for WIOA services in the One-Stop;
- j. Ensures that all Career Planners 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. Develops shared partner resources allocation plan for effective job seeker and employer services;
- m. Facilitates partnership and consortium meetings;
- n. Secures paying partners for the Centers and develops in-kind services as well;
- o. Ensures staff is trained in all aspects of service delivery based upon their job descriptions and Scope of Services;
- p. Ensures contractual obligations to the COUNTY are met; and
- q. Provides staff correction and disciplinary actions and resolutions to satisfy requirements of the COUNTY.

CONTRACTOR shall be proactive in requiring staff to adopt customer service principles targeted toward achieving high customer satisfaction and which meet customer expectations in their delivery of services under this Agreement. This may include the provision of professional development, in-service training, role modeling, case studies, and other techniques and strategies applicable to fostering the adoption of a value system, which is based in continuous improvement principles. CONTRACTOR shall have established procedures for progressive discipline, including verbal and written warnings leading up to termination. CONTRACTOR must also respond to and correct OCWIB concerns regarding under-performing staff.

D. CalJOBS

CalJOBS is a web-based fully integrated system that supports the administration of the Workforce Innovation and Opportunity Act programs.

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

System	Hardware Required	Software Required	Connectivity
Client Workstation	Processor: PIII or higher Memory: 128 megabytes (MB) or RAM or higher Display: Super VGA (800 x	Microsoft Windows 2000 / Microsoft Window XP / Microsoft Windows Vista / Macintosh OS X v10.3	Minimum: 56 kbps Recommended: Dedicated broadband or higher speed access,

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

E. Website

Current website shall be maintained by CONTRACTOR to allow customers to access information about services and programs that are available through the One-Stop Center(s). CONTRACTOR shall review content on a weekly basis 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. Contractor shall ensure that domain ownership (website address: www.oconestop.com) be transferred to OCWIB/County at the request of the OCWIB/County.

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

1. All outreach and recruitment materials shall be submitted to the OCWIB administrative office for review and approval prior to use. The OCWIB 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. CONTRACTOR may keep their logo on the site but it should be secondary to the OCWIB logo.
2. All logos and naming conventions shall be provided by the OCWIB to maintain quality and consistency. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
3. Language requirements for all printed material and other information at the One-Stop Center(s) shall be provided in English, Spanish and Vietnamese. Whenever

feasible, language barriers shall be removed so that all visitors to the One-Stop Center(s) feel welcomed and have a positive experience.

4. Notice and communication requirements where materials indicate that the CONTRACTOR may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the CONTRACTOR shall be indicated. If the CONTRACTOR does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative. [29CFR Part 37; WSD 10-1; 10-OCWDA-08 and Addendum #2 to 10-OCWDA-08; WIOA Section 188 and proposed 20 CFR Part 683.285]
5. Information and services accessed electronically shall be established by the CONTRACTOR policy and procedure which assures that the notice requirements of Title 29 CFR Part 37 are met. [29 CFR Part 37; WSD10-1; 10-OCWDA-08 and Addendum #2 to 10-OCWDA-08; WIOA Section 188 and proposed 20 CFR Part 683.285.]
6. Distributed publications, broadcasts, and other communications, which promote WIA 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.'

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

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

7. CONTRACTOR shall be responsible to post the "Equal Opportunity Is The Law" and the "Summary of Rights and Program Grievance and Complaint Procedures" in prominent locations, and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish and Vietnamese. Participant acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish and Vietnamese. [WSD10-1; 10-OCWDA—08 and Addendum #2 to 10-OCWDA-08; WSD 08-4; 08-OCWDA-17 and Addendum #2 to 08-OCWDA-17; WIOA Sections 181 and 188 and proposed 20 CFR Part 683.285 and 20 CFR Part 683.600].
8. All future working files shall be submitted upon final approval by the OCWIB.

G. Internal Monitoring

CONTRACTOR shall be responsible for internal monitoring of their fiscal/procurement and program operations (including all special projects) which includes, but is not limited to, a quality assurance system to review case files, including CalJOBS electronic files, participant's WIOA eligibility determination and documentation, IEPs, Crystal report rosters, gaps in service delivery, provision and documentation of

substantial services, timely participant exit, performance outcomes, follow-up activities, property management (including maintenance of up-to-date equipment inventory lists in each service location, purchases, expenditures and invoices, federal and state requirements for universal programmatic and physical access to services and activities (including access for individuals with disabilities). Quality and consistency of services among One-Stop Center locations, programs and staff (i.e. Center Managers, Career Planners, Job Developers, etc.) is essential.

1. CONTRACTOR shall establish and follow a standardized review methodology that:
 - a. Includes procedures for monitoring programs and sub-contractors at least once each program year;
 - b. Requires the review of a minimum of ten percent (10%) of the active caseload and five percent (5%) of exited caseload;
 - c. Results in written reports to record findings, any needed corrective action, and due dates for the accomplishment of corrective actions;
 - d. Requires systematic follow-up to ensure that necessary corrective action has been taken; and
 - e. Requires that following the completion of each internal monitoring, completed reviews are verified and a list of files reviewed is maintained.

CONTRACTOR shall be able to produce all internal monitoring documentation upon request by the OCWIB administrative office.

2. In addition to Item #1 above, the CONTRACTOR 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.
3. CONTRACTOR shall conduct an analysis of customer flow, program delivery, case management strategies and tools, business process and service improvement. Documentation of the process followed and the results of the analysis shall be made available upon request by the OCWIB administrative office.
4. CONTRACTOR shall take timely corrective action measures as a result of findings identified through federal, state and COUNTY monitoring. Repeat and systemic findings identified in any federal, state and COUNTY compliance monitoring may result in a possible reduction in funding and/or other sanctions issued by the OCWIB.
5. CONTRACTOR 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 customer. At a minimum, the case file along with their CalJOBS electronic file, as applicable, shall include documentation of the following:
 - a. Program eligibility/determination of need;
 - b. Customer signature evidence of EO and programmatic grievance forms;
 - c. All source documents needed for validation (as referenced in applicable OCWIB Policies and State Directives and Information Notices (e.g., OCWIB Policy 10-OCWDA-04 and OCWIB Policy 10-OCWDA-03; applicable WIOA provisions);
 - d. All MIS forms as outlined in Section V of this Exhibit;
 - 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 customers being enrolled into Individualized Career Services;
 - h. Approved Individual Training Account (ITA) voucher (if applicable);
 - i. Progress reports, time and attendance if receiving WIOA funded training. For non-WIOA funded training, CONTRACTOR shall require the customer to provide attendance verification from the school as a condition of receiving other WIA services;
 - j. Signed Employer or Worksite Agreement, timesheets, certificate ,and other related documents for On-the-Job Training (OJT) or Transitional Jobs, Work Experience (WEX), if applicable;
 - k. Supportive Services documentation; and
 - l. Printed case management notes showing provision of all substantial services provided.
2. **Confidential Information:** Personally Identifiable Information (PII) and information designated as sensitive (both hardcopy and electronic) relating to services received by WIOA customers including information regarding medical and/or substance abuse treatments shall be subject to federal and state privacy/confidentiality guidelines. CONTRACTOR 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 OCWIB release of information form and shall obtain an original of the form prior to releasing information to anyone other than the participant.
3. **Security:** CONTRACTOR shall maintain all customer files in a locked cabinet accessible only to authorized personnel. In addition, CONTRACTOR shall maintain an Information Technology (IT) usage policy to support security obligations regarding all confidential and sensitive information. Emails containing Personally Identifiable Information (PII) must be transmitted through secure emails.

I. Customer Service and Client Satisfaction

1. CONTRACTOR shall take part in the qualitative evaluation of services through the distribution and collection of customer satisfaction surveys as defined in OCWIB Informational Notice 04-OCWDA-22. Surveys shall be available throughout the Center's resource room and shall also be installed on the computers in each One-Stop Center location.
2. CONTRACTOR shall communicate to their staff and the staff of the co-located partners that meeting customer satisfaction and expectations is a primary goal of the OCWIB.
3. CONTRACTOR shall review and evaluate the data collected and shall be responsible for corrective action(s) with respect to survey findings or trends related to the services provided under this Agreement. **Survey results shall be made available to the OCWIB upon request.**
4. CONTRACTOR agrees to be proactive in requiring staff to adopt customer service principles targeted toward achieving high customer satisfaction and which will meet customer expectations in the delivery of services under this Agreement. This may include in-service training, disciplinary actions, role modeling, case studies, and such other techniques and strategies applicable to fostering continuous improvement principles and customer satisfaction.
5. CONTRACTOR shall work with the Employment Development Department (EDD) staff to ensure that customer specific services are provided. CONTRACTOR shall meet with the EDD staff for suggestions on how to improve participant services. This may include placing more staff in the Center's resource room on those days and during those hours when the flow of customers is very heavy.
6. CONTRACTOR shall provide at least one (1) testimonial per center location each month from job seeker customers and/or business customers. Examples of testimonials may be a customer success story or a letter from a customer. **Monthly testimonials shall be included in the Monthly Report.**

J. Organizational Chart:

1. CONTRACTOR shall maintain an organizational chart along with corresponding functional job descriptions and the specific duties assigned for each associated individual. Duty descriptions shall be included for every individual funded by WIOA, in whole or in part. If substantial changes are anticipated, the OCWIB must approve PRIOR to implementation.
2. **CONTRACTOR shall provide an updated organization chart, job descriptions and specific duties associated with individual staff to the OCWIB administrative office January 4, 2016.** Job descriptions, number of positions and associated assignments are subject to prior pre-approval by the OCWIB.

3. Should any organizational or staffing arrangements change during the program year, CONTRACTOR shall submit a revised organizational chart to the OCWIB.

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

L. **Physical Floor Plan** for staff and partnering agencies occupying the One-Stop Center shall be maintained by the CONTRACTOR. CONTRACTOR shall ensure that the floor plan is customer-responsive (including meeting ADA requirements) and maximizes customer/Career Planner interaction. **CONTRACTOR shall provide the floor plan to the OCWIB administrative office by January 4, 2016.**

III. **SERVICE DELIVERY**

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

A. **Target Population**

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

1. The general public seeking workforce services;
2. Veterans and their Families including those recently separating from service;
3. Individuals who meet the requirements for WIOA eligibility, including the priority of services categories, identified in OCWIB Policy 10-OCWDA-01, and individuals who are basic skills deficient (per WIOA Section 134(c)(3)(E) and proposed 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; mature workers (55+); older youth; homeless or at risk for homelessness; or other special needs populations;
4. Individuals who reflect the demographics of the region; for example, if it is ethnically diverse, CONTRACTOR shall strategize how to best deliver services to those eligible within that population group. CONTRACTOR shall provide services in English, Spanish and Vietnamese. Other languages may be necessary and made available if needed. CONTRACTOR shall serve all areas of the region and shall

have the capacity to outreach and recruit for the entire region, as identified in Section I.B.;

5. Target population served by special projects include, but are not limited to Senior Employment programs, Temporary Assistance for Needy Families (Welfare To Work) programs, National Emergency Grants, Dislocated Worker Grants, veterans, re-entry population, and other industry cluster occupation programs;
6. Former customers in need of continued services including retention and follow-up; and
7. Local businesses and employers.

B. Customer Recruitment

1. CONTRACTOR shall recruit individuals meeting eligibility criteria in accordance with WIOA regulations and in accordance with WIOA Section 134(c)(3)(E) and proposed 20 CFR Part 680.600-660. Specifically, 51% or more of the participants served with WIOA adult funds must be either low income, recipients of public assistance, or basic skills deficient.
2. CONTRACTOR shall recruit and certify as eligible, sufficient numbers of WIOA and discretionary grant customers, in numbers necessary to meet planned enrollment and expenditure levels and outlined in Attachments D and C, respectively.
3. CONTRACTOR shall recruit and certify as eligible, sufficient numbers of Adults and Dislocated Workers, in numbers necessary to meet planned enrollments at all service locations, over enrolling is allowed and encouraged as funding is available and if caseloads are low, more direct placements are deemed necessary to ensure common measures are met, and/or to lessen the impact of files with gaps in services.
4. CONTRACTOR may recruit customers via any of the following, including, but not limited to :
 - a. Customers coming into the One-Stops;
 - b. Notices to other community based organizations;
 - c. On-site visits by recruiters to strategic sites where target populations tend to reside;
 - d. Referrals from other agencies;
 - e. Intake and recruitment efforts associated with national labor exchange activities;
 - f. Strategically located displays of recruitment posters, pamphlets and flyers at locations throughout the COUNTY;
 - g. Presentations to promote WIOA awareness to various groups in the community;

- h. Out-stationing staff, as appropriate, at other locations in the County in accordance with requests from the OCWIB and/or One-Stop Management; and
- i. Entry into non-financial agreements for mutual referrals between the CONTRACTOR and other partner agencies.

CONTRACTOR shall submit a WIOA Recruitment Plan to the OCWIB administrative office by January 4, 2016.

C. Job Seeker Services

1. **Registration** shall be completed for all customers of the One-Stop System. CONTRACTOR shall be responsible for collecting and reporting all registration information into CalJOBS. Data collected at time of registration shall include all required elements (such as customer's name, address, date of birth, age, gender, e-mail address, phone number, veteran status, employment status, citizen status, barriers to employment, services requested, and employment goals).
2. **Availability of funds** in conjunction with individual need and eligibility guidelines, including WIOA Section 134(c)(3)(E) and proposed 20 CFR Part 680.600-660, CONTRACTOR shall determine the combination of services appropriate for individual customers.
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 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;
 - b. Outreach, intake and orientation to the other services available through the One-Stop System;
 - c. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency) aptitudes, abilities (including skills gaps), and supportive service needs;
 - d. 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 nontraditional employment;
 - e. 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;
 - f. 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;

- g. 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;
- h. 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;
- i. 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
- j. 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 this Act.

4. **Resource Room** shall house computers with internet access and email capability, Microsoft Office Suite, résumé writing and cover letter templates, and other resources for patrons to engage in self-learning activities. Shared printers shall accompany the computers. At minimum, one dedicated telephone line shall be available for filing unemployment compensation claims through the Employment Development Department. The Center's resource room shall be equipped with fax machines and copier(s) completely accessible to the public with written instructions for use. This equipment shall only be used for appropriate job search activities.

- a. **Staffing** shall be the responsibility of the CONTRACTOR; however, this responsibility should be shared by staff from partnering agencies. All Staff in the Center's resource room shall have the ability to provide basic information on all partner programs participating in the One-Stop System (including those partners electronically linked and/or physically located outside the Center). Staff shall be able to provide information about One-Stop services, labor market information, OJT, customized and hybrid training, job information and/or refer customers to other agencies. Staff shall also be able to assist customers in using photo-copying and fax machines as well as computers and accessing the internet. **CONTRACTOR shall ensure adequate coverage of the Resource Room. This will include staff from the CONTRACTOR as well as partner organizations.**

- b. **Assistive Technology** shall be available for those customers 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, CONTRACTOR 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

CONTRACTOR staff shall be required to attend training in program access for individuals with disabilities and access to employment programs and services for the disabled.

5. **Informational Workshops** shall be developed and facilitated by CONTRACTOR, except as directed otherwise by the OCWIB, and shall be made available to all One-Stop customers. Workshops shall augment individualized service and provide the customers with the knowledge and skills necessary to identify potential job prospects, fill out an application, or construct a resume. Additional workshops shall help customers gain marketable skills to ensure successful job retention. Customers shall not be required to attend workshops in any particular sequence.

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

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

- b. **Master Workshop Schedule:** CONTRACTOR shall assist with the coordination and promotion for partner staff conducting workshops at the One-Stop Center. Announcements of all workshops shall be included on a monthly One-Stop Center calendar and listed on the website. **CONTRACTOR shall submit a monthly workshop and events calendar to the OCWIB administrative office by the last day of the preceding month.**

6. **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 customers 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 centers facilities. The Monthly Report should be based on a data collection/tracking process and in a reporting format both common to all the OC One-Stop Centers and Satellite Centers. **CONTRACTOR shall follow existing Universal Services data collection/tracking process (that will be consistently followed in all the OC One-Stop Centers and Satellite Centers).** **CONTRACTOR shall submit Universal Services Monthly Report to the OCWIB administrative office by the tenth day of the month following the month being reported on.**

7. **Services for Persons with Disabilities:** CONTRACTOR shall assist persons with disabilities to access the wide variety of programs available to support their successful entry or re-entry into the workforce, connect such individuals to those programs, benefits, services and/or supports they provide and follow up to ensure that each individual is receiving the level of benefits, services and/or supports needed.
8. **Individualized Career Services:** shall be provided to WIOA eligible Adults and Dislocated Workers who are unable to obtain employment through Basic Career Services. Services may also be made available to customers who are under-employed. These individualized career services 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 Assessment shall be staff assisted and shall be provided to all customers referred for individualized career services. Assessment of WIOA customers shall occur immediately upon referral from Basic Career Services.

Assessment shall consist of a basic math and reading test, an employment and education history, an interest inventory, skills inventory, barriers to employment, supportive services and training needs, and other relevant information, which shall result in the development of an Individual Employment Plan, as described below. The depth of the assessment may vary depending on the needs and the nature of employment barriers of the customer. **CONTRACTOR shall submit a list of all assessment tools to the OCWIB administrative office by January 4, 2016.** List shall include the name of the Tool and what it is measuring;

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

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

CONTRACTOR shall periodically, or at a minimum of once a month, reaffirm with the customer that the services and activities are appropriate as outlined in the IEP and shall modify the services and activities as necessary to meet their needs. Guidelines for IEP's are contained in OCWIB Policy 08-OCWDA-25, WIOA Section 134(b), proposed 20 CFR Part 680.180;

c. Individual and Group Counseling;

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

CONTRACTOR shall contact their customers at least once per month and provide a substantial service. Documentation of all services provided shall be kept current in the customer's file. A substantial service does **not** include:

- A standard mailing;
- A basic question answered with little expenditure of staff time;
- Access to or use of electronic self-services;
- A determination of eligibility to participate in the program;
- A Self-described job search that does not result in a referral to a job;
- Contact with customer 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 Section 134(b), proposed 20 CFR Part 680.

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

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

Should the Career Planner be scheduled to be off for vacation or illness, CONTRACTOR shall ensure that other Staff is available to assist during that time;

- e. **Internships and Work Experience** that are linked to careers;
- f. **Workforce Preparation Activities**;
- g. **Internships**;
- h. **Short-term Prevocational Services** including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment;
- i. **Financial Literacy Services**;
- j. **Out-of-area Job Search Assistance**;
- k. **English Language Acquisition** and integrated education and training programs;
- l. **Resumes** shall be developed for all customers enrolled in Individualized Career Services. Resumes shall be reviewed and updated so that they remain current. Revised resumes shall be inserted into the customer's file, maintained in CalJOBS, and on internal tracking data warehouses such as but not limited to 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. CONTRACTOR shall ensure that the most current and relevant client resume is available to local employers through the resume distribution program such as but not limited to Resume Hero and Talent Market;
- m. **Supportive Services** shall be provided by the CONTRACTOR in accordance with OCWIB Policy 12-OCWDA-01, WIOA Section 134(d)(2) and proposed 20 CFR Part 680.900-970;
- n. **Working with Program Partners**: CONTRACTOR shall work cooperatively with any Program Partner that is contracted with the OCWIB to provide ancillary services and/or other comprehensive services for formula and discretionary grants. Services may also be divided amongst CONTRACTOR and Program Partners by industry sectors. Both CONTRACTOR and other Program Partners shall operate in a manner that results in what is best for the One-Stop System;
- o. **Job Placement**: One on one placement assistance is a critical function of the Career Planner. Career Planners shall work closely with their customers 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. Career Planners shall also work closely with prospective employers in order to develop job leads and negotiate job opportunities for their customers. Maintaining positive relationships with businesses/employers will lead to more effective outcomes; and

p. Follow up Services for participants who are placed in unsubsidized employment shall be provided by the CONTRACTOR frequently enough to address on the job issues and/or job loss. Follow-up services shall be made available for a minimum of twelve (12) months following placement in unsubsidized employment. Each contact shall be documented in the customer's file. Retention and follow up services are pivotal to their success and the attainment of performance.

9. Duration of Customer Service: To ensure expedient and efficient service to customers, all enrolled customers shall be served and exited from the system within ten (10) months. Customers enrolled in training are exempt from this policy.

10. Co-enrollment: If a contractor deems it is in the best interest of the customer to be co-enrolled into multiple funding streams to access services not available through the primary funding stream, the customer counts as half an enrollment for formula enrollments and the customer must still be exited in the timeframe the discretionary grant cycle ends and it not *automatically* rolled over into formula to continue services.

11. Eligibility for WIOA services shall be conducted in a manner that will satisfy state and federal requirements. CONTRACTOR shall examine originals and or copies of documents, as appropriate, to establish the eligibility of customers and shall make copies of documents necessary to substantiate the eligibility of customers seeking WIA services which documents shall be placed in the customer's files.

- a.** CONTRACTOR shall ascertain the selective service registration of any male over the age of twenty six (26) seeking WIOA services and shall not provide services to customers who have not met selective service registration requirements.
- b.** CONTRACTOR shall ascertain alien/immigrant customer's eligibility to work in accordance with Immigration and Naturalization Laws prior to referring an individual for intensive services.

12. 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 proposed § 680.600. Dislocated Workers who have met the eligibility criteria and are unlikely to return to their previous occupation or industry, as stated in OCWIB Policy 03-OCWDA-12, may also be eligible to receive training services. Training services shall be designed to equip individuals to enter the workforce and retain employment. Training activities are reserved for individuals who are unable to obtain/retain employment without training in a specific skill set or demand occupation. No WIOA customer

may be referred to training or education without first having been assessed by the CONTRACTOR or One-Stop Partner.

- a. CONTRACTOR shall refer each customer to the most appropriate activity as determined from the IEP. Not every customer will need or desire training. Training activities shall be provided to those customers who clearly cannot obtain or maintain employment in a specific skill set or demand occupation. Successful completion of training courses shall lead to recognized credentials or their equivalent;
- b. CONTRACTOR shall seek other non-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 CONTRACTOR ensures that the Pell Grant has been applied for and has evidence of documentation in the customer's file. Other training offered by a community college, adult education and/or Regional Occupational Program (ROP) shall be considered prior to the use of WIOA funding;
- c. Once it is determined that vocational training is desired and appropriate for the customer, CONTRACTOR and customer shall look at the training programs that are available that relate to the customer's interests. CONTRACTOR shall contact eligible training institutions and make appointments for the customer at the school;
- d. Successful completion of training courses must lead to recognized certificate/credential or their equivalent and attainment of unsubsidized employment. A certificate is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed and/or endorsed by employers;
- e. Following the completion of training, Career Planners shall provide individualized Job Placement assistance to ensure that the training leads to unsubsidized employment in a related field;
- f. Senate Bill 734 requires an amount equal to at least 25% of the combined total of Adult and Dislocated Worker WIA 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. CONTRACTOR shall be responsible to secure 10% of training dollars received as training leverage;

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

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

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 participant with the knowledge and skills to start and grow a business;
- iii. **Job readiness training** provides participant 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**: contracts are to be developed with employers for eligible One-Stop Center clients on a reimbursement basis consistent with OCWIB policy;
- iii. **Customized training** 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 OCWIB policy.

13. Customer Flow Charts 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 customers 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.

CONTRACTOR shall provide WIOA customer flow charts to the OCWIB administrative office by January 4, 2016. Customer flow charts and timelines are subject to OCWIB approval.

14. Internal Policies and Procedures for all One-Stop Center operations and administration shall be developed by the CONTRACTOR. All current Policies and Procedures shall be reviewed to ensure full compliance with WIOA. **CONTRACTOR shall provide all Policies and Procedures, in original Microsoft Word file format, to the OCWIB administrative office by March 4, 2016.**

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. CONTRACTOR must establish and develop relationships and networks with large and small employers and their intermediaries. Customized business services may also be provided to employers, employer associations, or other such organizations. These services are tailored for specific employers.

1. Required Business Services Activities – consistent with NPRM 20 678.435 include, but are not limited to:

- a. Develop and implement industry sector strategies;
- b. Connect businesses and workers to short-term, on-the-job, or customized training programs and apprenticeships before or after layoff to help facilitate rapid reemployment;
- c. Customized assistance or referral for assistance in the development of a registered apprenticeship program;
- d. Develop and deliver innovative workforce investment services and strategies for area employers, which may include career pathways, skills upgrading, certification for recognized post-secondary credentials and other effective initiatives for meeting the workforce investment needs of area employers and workers;
- e. The marketing of business services to appropriate area employers, including small and mid-sized employers;
- f. Customized screening and referral of qualified participants in training services to employers;
- g. Customized services to employers, employer associations, or other such organizations, on employment-related issues;
- h. Customized recruitment events and related services for employers including targeted job fairs;
- i. Customized labor market information for specific employers, sectors, industries or clusters. It is the CONTRACTOR's responsibility to have on hand at all times current, relevant and useful labor market information as contained in the annual Workforce Indicators Report and oeeconomy.org;
- j. Contact, schedule, and meet with prospective businesses/employers to develop positive relationships and offer staffing solutions;

- k. Develop and distribute job leads to all One Stop staff and customers regarding openings with potential for employment in their desired occupation(s);
- l. Assist customers in targeted job search efforts;
- m. Provide State and/or federally generated information on the American with Disabilities Act (ADA);
- n. Provide State and/or federally generated information on tax credits for new hires: Information will be provided to businesses on business tax incentives; payroll tax assistance; and loans and financial assistance program for small businesses and specialty enterprises;
- o. Using the OCWIB's network of vocational, educational and technical schools, CONTRACTOR shall connect businesses to education providers that can meet their training needs for new and existing employees;
- p. Develop and manage incumbent worker training programs or other worker up skilling approaches; and
- q. Connect businesses to other resources to address other business needs that cannot be funded with resources provided under this Act.

2. **Rapid Response Services** shall be provided in accordance with all provisions of 20 CFR Part 682.330. CONTRACTOR shall provide assistance to area employers in managing reductions in force in coordination with rapid response activities and with strategies for the aversion of layoffs. Career services shall be customized to employers and employees in an effort to respond to company hardships that could result in reductions in staff.

Required Activities:

CONTRACTOR shall provide Rapid Response and Layoff Aversion services as outlined in their contract:

- i. Immediate and on-site contact with the employer, representatives of the affected workers, and the local community, including an assessment of and plans to address the:
 - Layoff plans and schedule of the employer;
 - Background and probable assistance needs of the affected workers;
 - Reemployment prospects for workers; and
 - Available resources to meet the short and long term assistance addressing dislocation events, that ensure rapid access to the broad range of allowable assistance;
- ii. The provision of information and access to unemployment compensation benefits and programs, such as Short-Time Compensation, comprehensive one-stop system services, and employment and training activities, including information on the Trade Adjustment Assistance (TAA) program, Pell Grants, the GI Bill, and other resources;

- iii. As appropriate, developing systems and processes for:
 - Reemployment prospects for workers;
 - Identifying and gathering information for early warning of potential layoffs or opportunities for layoff aversion;
 - Analyzing, and acting upon, data and information on dislocations and other economic activity in the State, region, or local area;
 - Tracking outcome and performance data and information related to the activities of the rapid response program;
- iv. Develop and maintain mechanism for the regular exchange of information relating to potential dislocations;
- v. Develop and maintain partnerships with employer associations, technical councils, other industry business councils, labor organizations, and other public and private organizations, as applicable, in order to:
 - Conduct strategic planning activities to develop strategies for addressing dislocation events and ensuring timely access to a broad range of necessary assistance;
 - Develop mechanisms for gathering and exchanging information and data relating to potential dislocations, resources available, and the customization of layoff aversion or rapid response activities, to ensure the ability to provide rapid response services as early as possible;
- vi. Deliver other necessary services and resources including workshops and classes and job fairs, to support reemployment efforts for affected workers;
- vii. Collect and analyze information related to economic dislocations, including potential closings and layoffs, and all available resources in the State for dislocated workers;
- viii. Make available to businesses and the community at large innovative and successful strategies for service dislocated workers and layoff aversion;
- ix. Provide additional assistance to local areas that experience disasters, layoffs, or other dislocation events;
- x. Conduct regular outreach to businesses, especially those in projected declining industry clusters, to make them aware of the One-Stop System services available to them; and
- xi. Engage in proactive measures to identify opportunities for potential economic transition and training needs in growing industry sectors or expanding businesses.

3. Deliverables/Outcomes:

- a. **Host quarterly information sessions for businesses and chambers throughout the COUNTY.** Sessions shall be in alignment with The Network and the State/OCWIB Strategic Plan Goals;
- b. Develop an outreach plan that shows how you will engage businesses. A comprehensive catalog of outreach materials detailing information on the above services to businesses shall be included. **CONTRACTOR shall use existing approved outreach materials for the remainder of the PY and;**
- c. **CONTRACTOR shall follow existing Business Services Policies and Procedures for the remainder of the PY.**
- d. Achieve all performance metrics as outlined in Attachment D.

4. JOB FAIRS: Provide meaningful, productive job fair events throughout Orange County that are:

- a. Focused on employer need;
- b. Targeted towards high growth occupations and industries;
- c. Free to employers and job seekers;
- d. Professionally executed; and
- e. Meeting the needs of cities/communities.

Required Activities:

- a. Leverage employer relationships to develop fairs;
- b. Communicate and coordinate with cities and chambers of commerce;
- c. Communication with any elected official must only be done in coordination with the OCWIB;
- d. Conduct Participant and Employer satisfaction surveys; and
- e. Collaborate and support job fairs hosted by other WIBs and/or cities.

Deliverables/Outcomes:

- a. Four (4) regional fairs per year and additional job fairs if requested
 - North Orange County – November
 - Central Orange County – March
 - South Orange County – May
 - OC Job Fair – Anaheim - June
- b. Fairs focused on industries, sectors or a group of employers, based on job seeker profiles, as requested by the OCWIB;
- c. A calendar of when job fairs will take place;
- d. A participant recruitment and outreach plan;
- e. A business recruitment and outreach plan;
- f. A staffing plan for the job fairs;

- g.** An advertising strategy including budget, publication sources and run dates **(due to 30 business days prior to event)**; and
- h.** A report and the conclusion of each fair showing the number of employers and participants for each job fair, the number of job openings and the number of placements **(due within 30 days of event)**.

5. Business Services File Maintenance and Documentation

CONTRACTOR shall maintain files to record all services provided to business customers. Initial contact and succeeding follow-up services shall be documented appropriately (either electronically or hardcopy):

- a. Business Service files** (indicating company name and location) shall include summary list of services provided, Agreements, customer satisfaction surveys, resumes, marketing/outreach materials, correspondence, and documentation of outcomes; and
- b. Rapid Response files** (indicating an assigned identification number) shall include a summary sheet of all activities related to the file, notifications, announcements, Agreements, 121 forms, 122 forms (if applicable), customer satisfaction surveys, correspondence, and documentation of outcomes.

IV. SPECIAL PROGRAMS

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

A. Senior Community Service Employment Program (SCSEP)

- 1. Program Description:** The SCSEP provides, fosters, and promotes useful part time training opportunities in community service assignments for low income persons who are 55 years of age or older and assists the transition of program enrollees to other unsubsidized employment opportunities.
- 2. CONTRACTOR Responsibilities:**
 - a.** Determine customer eligibility. Collect and review documentation necessary for registration and enrollment;
 - b.** Conduct Initial Assessment and Individual Employment Plan. CONTRACTOR shall complete and document a mid-year assessment and update the IEP as often as necessary but at a minimum of twice each program year;
 - c.** Approve Job Assignment Descriptions and execute host agency Agreements;
 - d.** Collect, review and approve all customer timesheets for processing of payroll. Due dates for the entire year shall be posted and distributed in advance;
 - e.** Provide orientation for each customer prior to the first day at the host agency;
 - f.** Provide paychecks on a bi-monthly basis to all enrolled participants;
 - g.** Provide workers comprehensive insurance to all enrolled participants;
 - h.** Provide paid sick leave to participants at the rate of one hour per every 30 hours worked.

- Establish an internal formal policy to implement provision of paid sick leave
 - Disseminate to participants
 - Postings
 - Signed form to acknowledge receipt of the policy/information
 - Track accruals and usage of paid sick leave
- i. Submit annual re-certification of eligibility every year. CONTRACTOR shall ensure that re-certifications are completed prior to customer's anniversary date;
 - j. Conduct Quarterly meetings with SCSEP customers to review procedures and update program changes;
 - k. Conduct an annual meeting with host agency supervisors to review procedures and update program changes;
 - l. Maintain and update customer files and all required documents;
 - m. Track customer participation to ensure that the maximum 1,300 hours of combined work experience, training and meetings threshold is not exceeded;
 - n. Coordinate with WIOA related activities including, but are not limited to, co-enrollment in WIA programs and job development activities;
 - o. Meet or exceed all performance outcomes as stated in Attachment D of the WIOA Agreement;
 - p. Meet all timelines, in accordance with data entry and reporting requirements as outlined in OCWIB Policy 06-OCWDA-04 and subsequent updates;
 - q. Conduct annual performance evaluations for each SCSEP customers. Document the progress of each customer at the work site. Interview the customer to determine whether he/she is knowledgeable about the duties in the community service assignment description, is satisfied with the assignment, has suggestions for improvements, and is making efforts to obtain unsubsidized employment;
 - r. Conduct annual performance evaluations for each host agency. Interview the Supervisor to discuss the possibility of hiring the customer, whether he/she is satisfied with the work being performed by the customer and whether he/she has suggestions for changes in the assignment description, including the possibility of placing the customer in an assignment with more responsibility or providing training that will make the participant more employable; and
 - s. Conduct and document work-site, health and safety evaluations annually.

3. Deliverables:

- a. **Submit all required SPARQ forms** to capture new enrollments, community service assignments, breaks in service, exits or any customer updates in the system; and
- b. **Submit payroll spreadsheet** to OCWIB administrative office twice monthly, to coincide with your payroll.

B. OC4VETS

1. **Program Description:** The OC4VETS program will co-locate services and resources for veterans with existing barriers to accessing behavioral health,

housing, and employment services. Veterans will receive an integrated, holistic approach to services recognizing that medical, basic shelter, food, and job issues impact behavioral health recovery.

2. CONTRACTOR Responsibilities:

- a.** Provide case management for assigned customers; interview and assess customers to determine eligibility for program services; and conduct orientations concerning program opportunities and services; present related information and materials;
- b.** Work with veterans in formulating, coordinating and developing comprehensive housing and/or employment plans and related goals for customer services, vocational guidance and job counseling; confer with Veterans regarding housing and/or employment opportunities, forms, work ethics, and vocational skill development;
- c.** Assess and identify customer's supportive service needs and provide needed supportive services and/or referrals to appropriate community organizations and partner agencies for supportive services;
- d.** Assist customers with researching and collecting information related to housing and/or job openings and developing resume and interview skills; assist customers in completing applications and pre-employment paperwork;
- e.** Research housing and/or employment opportunities for veterans. Establish and maintain contact and partnerships with community agencies, landlords, hotels, and employers to facilitate and enhance housing and employment opportunities;
- f.** Participate in a variety of promotional, recruitment and outreach activities to facilitate community knowledge of, support for, and participation in employment services; prepare, develop and distribute related informational and promotional materials;
- g.** Communicate with personnel, veterans, local organizations and the public to exchange information and resolve issues or concerns; collaborate with other housing and educational institutions, departments and social services on housing and job development projects; coordinate case management with partner agencies;
- h.** Conduct follow-up with employers and veterans; assure customers are placed in appropriate living situations and/or with appropriate employers; confer with veterans concerning performance and progress;
- i.** Provide job coaching for 90 – 180 days post-employment to support the veteran during this transition. Actual duration of assistance will be determined on a case-by-case basis; and
- j.** Hire Peer Mentors, as needed for the program, utilizing referrals received from Health Care Agency; and
- k.** Provide supervision for Peer Mentors in collaboration with Health Care Agency.

3. **Deliverables:** Monthly Status Report with information on the types of services provided to customers, number customers served, developed partnerships, and success stories shall be provided to the OCWIB no later than the 10th day after the end of each month.

C. **Veterans' Employment-Related Assistance Program (VEAP)**

1. **Program Description:** CONTRACTOR must effectively and efficiently deliver employment and training services to eligible veterans under the Veterans Employment-Related Assistance Program (VEAP). The VEAP grant is awarded to the OCWIB in collaboration with Pacific Gateway Workforce Investment Network (PGWIN). Under this project, CONTRACTOR will serve recently separated veterans that have been honorably discharged from the armed forces within the last four years as well as other eligible veteran target groups enumerated in the grant. The CONTRACTOR shall provide outreach, recruitment, assessment, case management, training, job placement, supportive services and follow-up services to ensure the long-term success of the veterans served in this program.

This project will employ three fundamental strategies to ensure veterans can access training, jobs and supportive services unique to their skillsets and career goals: 1) training programs, job placement services and support services linked together in many locations across the large geographic area of Orange County; 2) the availability of mental health referral services that are seamlessly made available by training providers and job placement counselors; and 3) job training certification programs that are short in duration and align with the growing industry clusters of Orange County. Training utilizing On-the-Job Training (OJT) and Work Experience (WEX), job placement services, and support services must be linked together in many locations across the large geographic area of PGWIN and the OCWIB.

- a) **Industry Focus:** VEAP will focus on two industry clusters with the greatest demand and projected workforce growth: healthcare and professional services based on local job demand and jobs requests into the One-Stop system.
- b) **Target Population:** VEAP eligible veterans (with an emphasis Recently Separated) include, Recently Separated Veterans, Service-Connected Disabled Veterans, Campaign Veteran, Veterans with Significant Barriers and eligible spouses. The project will target veterans with significant needs for training, employment assistance and support services to achieve and maintain stable employment. Recently-separated (Iraq and Afghanistan War veterans) and other veterans entering or returning to the civilian workforce may face significant challenges and barriers, such as limited education, training and occupational skills, and social barriers. CONTRACTOR shall also accommodate veterans and those who are living below the poverty level.
- c) **Target Industries:** The focus for the project will be in two industry clusters with the greatest demand and projected workforce growth: healthcare and professional services. These industries have many different types of training, certification and job types available ranging from emergency medical responders to information technology and communications professionals.
- d) **Earn and Learn VEAP Strategy** CONTRACTOR will identify employers to ensure OJTs are lined up for participants as they become work ready. The project's strategy is to prepare the veteran to re-enter the labor market with skills and competencies and become assets to employers. If a participant needs

classroom occupational skills training, career planners will help participants become enrolled. Two additional work-based training tools can be leveraged for this project including the Orange County Internship Matching System through Vital Link, and the Saddleback College Veterans Resource Center Veteran Internship Pipeline for local employers who desire to have veterans serve in internships at their companies.

- e) **Performance Target:** Under this Contract, CONTRACTOR shall enroll and serve forty (40) eligible veterans; twenty (20) under Adult and twenty (20) under Dislocated Worker Funding. CONTRACTOR shall enroll all (100%) veterans in training. CONTRACTOR can access training through available VEAP funds, leveraged from partners or from other projects, leveraged from formula funding, On-the-Job Training (OJT) and other resources. CONTRACTOR shall assume responsibility for and meet established benchmarks and performance outcomes as outlined in Attachment D of this Contract (Adult (Grant Code 029) -15% and Dislocated Worker (Grant Code 030) – 25%, Participant Plan; Budget, Expenditure and In-kind Contribution Plan; respectively).

2. CONTRACTOR Responsibilities:

a. **Collaborative Partner Services:** CONTRACTOR 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.

b. **Services Provided to Veterans:** CONTRACTOR will offer veterans comprehensive employment and training services, including a resource center access, resume assistance a, labor market information; networking opportunities, job search workshops, on-site interviews with local employers, transferable skills information, job leads and training programs and other available resources.

c. VEAP Participant Services:

- **Recruitment and Enrollment:**

- CONTRACTOR shall have dedicated staff and designated VEAP information at AJCC/One-Stop locations.
- CONTRACTOR, along with VEAP partners shall develop a coordinated recruitment and outreach efforts including VEAP promotional items to local employers and businesses in hiring veterans.
- CONTRACTOR shall coordinate efforts with EDD Veterans Representatives, County VSO, Veterans Administration, AMVETS, US Vets, Inc, Los Alamitos JFTB and other veteran's community groups.
- CONTRACTOR shall attend coordinated veterans' Job Fairs during the term of the project in conjunction with OCWIB, One-

Stop, and Business Services and provide hiring events, inviting all veteran participants.

- **Employment Readiness:**

- **Assessment and IEP:** Based on military and other work experience, level of educational attainment, assessment results, personal circumstances and expressed interests, the veteran and the career planner shall develop an IEP to plot out training and services 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.

CONTRACTOR shall utilize classifications from the Military Occupational Specialties (MOS) Manual as the basis for quantifying skill sets used in military applications. Assessment results will be utilized by CONTRACTOR's career planners and veterans to determine civilian jobs matching the skills developed during their military experience by evaluating MOS and finding the equivalent in civilian jobs.

- **Comprehensive Case Management:** The CONTRACTOR shall provide case management services to all veterans enrolled through the VEAP evaluating the needs of the vet is met and information is collected and reported. If a veteran is enrolled in more than one funding stream, differentiated services provided for each program shall be documented and justified.

The responsibilities of the Career Planner are as follows:

- a. Career Planner shall contact veterans at least one time per month and a substantial service shall be provided and documented. Services shall include, but are not limited to: staff-assisted job development; case management and short term pre-vocational services;
- b. Career Planner shall be responsible for tracking the veteran's progress, assistance with identifying and overcoming any barriers.
- c. Career Planner shall assist the veteran in improving job seeking skills such as interviewing skills, utilizing job search engines, and communicating effectively with potential employers;
- d. Career Planner shall enter the information collected in WIOA forms;

- e. Career Planner shall monitor all program offerings and ultimately performance outcomes;
 - f. Career Planner shall be responsible for assisting the veterans in obtaining and retaining employment,
 - g. Career Planner shall 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; and
 - h. Career Planner shall provide veterans access to electronic job search tools, self-help references and labor market information.
- **Supportive Services Coordination:** CONTRACTOR shall identify and provide supportive services and/or referrals that can include shall include, but are not limited to, transportation, clothing, 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.
 - **Training:** All veterans enrolled in VEAP shall receive the most appropriate training activity in an industry-certified program as assessed in the IEP with information content, length, schedules, requirements and anticipated outcomes. Training can include:
 - a. Classroom training, customized training, leveraged training, and On-the-Job Training, apprenticeship opportunities, specifically targeting the high growth industry sectors, as planned and offered by VEAP partner
 - b. Industry targeted, high-growth, high-wage training under initiatives and partnerships developed by OCWIB and CONTRACTOR provided by community colleges, employers and other training providers;
 - c. Other training opportunities as allowable under WIOA.CONTRACTOR 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:**
CONTRACTOR shall work with veterans to ensure their resume is updated with information about recently-acquired training and employment experience. CONTRACTOR shall prepare vets for interviews. CONTRACTOR shall provide job development services to assist the veterans in obtaining gainful employment that allows them to attain financial independence and successful integration into the

community. CONTRACTOR shall work with area businesses to identify employment opportunities in companies that target the recruitment of veterans.

Following job placement, CONTRACTOR shall assist veterans and their respective employers with job retention. CONTRACTOR shall provide follow-up activities, as needed, and document any services provided. During the retention period, CONTRACTOR shall ensure that the veteran remains employed and if will work with the veteran if they lose their and help secure new employment. CONTRACTOR shall provide one-on-one follow-up contacts and help identify and eliminate any barriers prevents the veteran from successfully retaining a job.

3. DELIVERABLES

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

- a. Match/In Kind Contribution:** CONTRACTOR 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 WIA Directive WSD12-3, Quarterly and Monthly Financial Reporting Requirements.
- b. Monthly Performance Report:** CONTRACTOR shall submit a **Monthly Performance Report no later than by the tenth day (10th) each month for the previous month.** The report shall include enrollments, entered and completed training, how many attained certificate, entered and completed OJT, entered employment, training related employment, exits, partnerships developed ,supportive services provided, Earn & Learn information and average wage for the employment placements
- c. Meetings:** CONTRACTOR shall participate in scheduled monthly, quarterly meetings including kick-off, VEAP 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 and will be tracked.

D. Other Special Programs

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

CONTRACTOR will be required to adhere to all performance plans, reporting requirements, regulations, participant service plans and other goals and objectives as they relate to said project.

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

V. PERFORMANCE

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

CONTRACTOR shall provide a self-assessment to the OCWIB administrative office at the end of each quarter.

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

1. **CONTRACTOR shall submit timely MIS paperwork for all participant activities and necessary updates in participant information and activities for input into the data reporting system as defined in OCWIB Policy 14-OCWDA-05.** Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Agreement;
2. CONTRACTOR shall use the most current templates provided by the OCWIB. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;
3. CONTRACTOR shall review and approve all paperwork submitted to the OCWIB;
4. CONTRACTOR shall comply with the Common Measures as defined in TEGL 17-05, WIOA Section 116 and proposed 20 CFR Part 677.150-210;
5. CONTRACTOR shall comply with data verification requirements listed in the latest OCWIB policy and any subsequent updates;
6. CONTRACTOR shall immediately implement and adhere to future policy revisions and changes or enhancements in procedures and processes pertaining to MIS submission and reporting;

7. CONTRACTOR shall provide a complete and comprehensive data extraction report to COUNTY on the first day of each quarter. The report shall include all activity funded by this contract; and
 8. Should CONTRACTOR elect to use a proprietary MIS/case management system, information must be reconciled to CalJOBS no less than once per quarter.
- C. **ITA Vouchers** shall be submitted to the OCWIB along with the corresponding MIS enrollment form in accordance with OCWIB Policy 12-OCWDA-02.
- D. **Follow-up Forms** shall be required for Quarters 1, 2, 3 and 4 following customer exit.
1. **Supplemental Income:** If employment status of the customer is confirmed through supplemental information, follow-up forms reporting this supplemental information shall be completed and submitted for entry into the system. CONTRACTOR shall submit supplemental information for exiters 'Not Found' in Unemployment Insurance (UI) Base Wage Records within specified timeframes noted in 'Base Wage' letters for specific quarters. CONTRACTOR shall be responsible for analyzing wage records data.
- E. **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.

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

F. **Accounting and Fiscal Controls**

1. CONTRACTOR 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., all applicable OMB Circulars, Generally Accepted Accounting Principles (GAAP) and CFRs as indicated in Exhibit 7 of this Agreement.

2. Authorized signatures for execution of documents, amendments, budget modifications and invoices are limited to those individuals identified in Exhibit 8.
3. Invoice templates shall be provided by the OCCR Accounting Department.
4. Profit must be billed on a monthly basis.
5. **All program invoices including two original sets with wet signatures are due to the Orange County Community Resources (OCCR) Accounting Office by the twentieth day (20th) following the month being reported. Invoices must be received by 4:30 p.m. Invoices will be due on the next business day following the 20th in February 2016 and March 2016.**
6. **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 OCWIB-approved format must accompany invoices.

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

NOTE: July invoices must include a master salary spreadsheet identifying all staff and their allocation across programs.

G. Budgets and Budget Modifications

1. Budget modifications are limited as outlined in Information Notice No. 11-OCWDA-03. OCWIB initiated adjustments do not count towards the three allowed each year.

VI. DELIVERABLES

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

A. DELIVERABLES SUMMARY:

I. COORDINATION	Due Date
Operating Agreements with One-Stop Center Partners [p. 3]	Use existing and 30 days after the date change in service occurred
One copy of each Cost Sharing Agreement for each Partner [p. 4]	Current RWS Agreement is valid
Schedule of Partner Staff Training [p.5]	Use existing
Schedule of Quarterly Partnership Meetings [p. 5]	Use existing
Schedule of Manager's Stakeholder Meetings [p. 5]	Use existing
One-Stop Center Monthly Activities Report [p. 5]	10th day after the end of each month
II. SERVICE STANDARDS	Due Date
Verification of all internal monitoring [p. 13]	Upon Request
Customer Satisfaction Survey Report [p. 15]	Upon Request
One (1) Testimonial per Center [p. 15]	10th day after the end of each month
Organizational Chart [p. 15]	January 4, 2016
Telephone Directory [p. 16]	10th day after the end of each month
Physical Floor Plan [p. 16]	January 4, 2016
III. SERVICE DELIVERY	Due Date
Recruitment Plan [p. 18]	January 4, 2016
Master Workshop and Events Calendar [p. 20]	Last day of the preceding month
Universal Services Monthly Reports [p. 21]	10th day after the end of each month
List of Comprehensive Assessment Tools [p. 21]	January 4, 2016
WIOA Customer Flow Chart [p. 27]	January 4, 2016
Internal Policies and Procedures [p. 27]	March 4, 2016
Business Services – Outreach Materials [p. 30]	August 31, 2015
Business Services - Performance/Status Report [p. 30]	10th day after the end of each month
Business Services Internal Policies and Procedures [p. 30]	Use existing
Business Services – Regional Job Fairs [p. 30]	Spaced throughout year – OCWIB and County sets and/or approves dates
Business Services – Job Fair Calendar [p. 30]	Use existing
Business Services – Participant Recruitment Plan [p. 30]	Use existing
Business Services – Business Recruitment Plan [p. 30]	Use existing

Business Services – Job Fair Staffing Plan [p. 30]	Use existing
Business Services – Job Fair Advertising Strategy[p. 31]	30 days prior to event
Business Services - Job Fair Completion Report [p. 31]	30 days following event
IV. SPECIAL PROGRAMS	Due Date
SCSEP SPARQ Forms [p. 32]	As specified by OCWIB policy
SCSEP Payroll Spreadsheet [p. 32]	Twice monthly at payroll
Monthly OC4VETS Status Report [p. 34]	10th day after the end of each month
Monthly VEAP In-Kind Tracking [p. 36]	10th day after the end of each month
VEAP-Performance / Status Reports [p. 36]	10th day after the end of each month
VEAP- Meetings [p. 36]	Monthly/quarterly
V. PERFORMANCE	Due Date
CONTRACTOR Self-Assessment [p. 39]	End of each Quarter
MIS forms [p. 39]	As specified by OCWIB policy
ITA Vouchers [p. 40]	As specified by OCWIB policy
Follow-up forms [p. 40]	As specified by OCWIB policy
Supplemental Data, as applicable [p. 40]	As specified in 'Base Wage' letters
Corrective Action Plans, as applicable [p. 40]	As directed by OCWIB staff
Invoices [p. 41]	20 th of each month

Attachment C - Budget

Contractor: ProPath

WIOA SERVICES

FY 15-16

PROGRAM NAME: Adult North		Budget Categories		
Allocation Percentage		Career Services	Training	Total
		67%	33%	100%
PROGRAM	Direct Client Related Services:			
	Participant Supportive Services	\$ 17,500	\$ 7,500	\$ 25,000
	Salaries	\$ 144,556	\$ 61,952	\$ 206,508
	Benefits	\$ 32,678	\$ 14,005	\$ 46,683
	Travel/Mileage	\$ 140	\$ 60	\$ 200
	Publishing/Marketing Materials/Printing			\$ -
	Meetings/Conferences			\$ -
	Customized Training (OJT/Other CT)		\$ 12,500	\$ 12,500
	Profit	\$ 14,259	\$ 6,111	\$ 20,370
	Direct Client Services Subtotal	\$ 209,133	\$ 102,128	\$ 311,261
	Operations Activities:			
	Facility Rent			\$ -
	Lease Termination and other fees			\$ -
	Maintenance			\$ -
	Utilities			\$ -
	Insurance			\$ -
	IT Services			\$ -
	Telephone			\$ -
	Professional Memberships			\$ -
	Subscriptions			\$ -
	Equipment			\$ -
	Equipment Lease			\$ -
	Drug Testing			\$ -
	Office Supplies			\$ -
	Postage			\$ -
	Operations Subtotal	\$ -	\$ -	\$ -
	All Program Subtotal	\$ 209,133	\$ 102,128	\$ 311,261
ADMIN	Administration			
	Salaries	\$ 5,542	\$ 2,375	\$ 7,917
	Benefits	\$ 175	\$ 75	\$ 250
	Audit			\$ -
	Admin Profit	\$ 400	\$ 172	\$ 572
	Administration Subtotal	\$ 6,117	\$ 2,622	\$ 8,739
Total Budget		\$ 215,250	\$ 104,750	\$ 320,000

Attachment C - Budget

Contractor: ProPath

WIOA SERVICES

FY 15-16

PROGRAM NAME: Adult South		Budget Categories		
		Career Services	Training	Total
Allocation Percentage		67%	33%	100%
PROGRAM	Direct Client Related Services:			
	Participant Supportive Services	\$ 17,500	\$ 7,500	\$ 25,000
	Salaries	\$ 136,226	\$ 58,382	\$ 194,608
	Benefits	\$ 41,008	\$ 17,575	\$ 58,583
	Travel/Mileage	\$ 140	\$ 60	\$ 200
	Publishing/Marketing Materials/Printing			\$ -
	Meetings/Conferences			\$ -
	Customized Training (OJT/Other CT)		\$ 12,500	\$ 12,500
	Profit	\$ 14,259	\$ 6,111	\$ 20,370
	Direct Client Services Subtotal:	\$ 209,133	\$ 102,128	\$ 311,261
	Operations Activities:			
	Facility Rent			\$ -
	Lease Termination and other fees			\$ -
	Maintenance			\$ -
	Utilities			\$ -
	Insurance			\$ -
	IT Services			\$ -
	Telephone			\$ -
	Professional Memberships			\$ -
	Subscriptions			\$ -
	Equipment			\$ -
	Equipment Lease			\$ -
	Drug Testing			\$ -
	Office Supplies			\$ -
	Postage			\$ -
	Operations Subtotal	\$ -	\$ -	\$ -
	All Program Subtotal	\$ 209,133	\$ 102,128	\$ 311,261
ADMIN	Administration			
	Salaries	\$ 5,542	\$ 2,375	\$ 7,917
	Benefits	\$ 175	\$ 75	\$ 250
	Audit			\$ -
	Admin Profit	\$ 400	\$ 172	\$ 572
	Administration Subtotal	\$ 6,117	\$ 2,622	\$ 8,739
Total Budget		\$ 215,250	\$ 104,750	\$ 320,000

Attachment C - Budget

Contractor: ProPath

WIOA SERVICES

FY 15-16

PROGRAM NAME: Adult Satellite		Budget Categories		
Allocation Percentage		Career Services	Training	Total
		70%	30%	100%
PROGRAM	Direct Client Related Services:			
	Participant Supportive Services			\$ -
	Salaries	\$ 73,144	\$ 31,347	\$ 104,491
	Benefits	\$ 3,219	\$ 1,380	\$ 4,599
	Travel/Mileage			\$ -
	Publishing/Marketing Materials/Printing			\$ -
	Meetings/Conferences			\$ -
	Customized Training (OJT/Other CT)			\$ -
	Profit	\$ 5,348	\$ 2,292	\$ 7,640
	Direct Client Services Subtotal:	\$ 81,711	\$ 35,019	\$ 116,730
	Operations Activities:			
	Facility Rent			\$ -
	Lease Termination and other fees			\$ -
	Maintenance			\$ -
	Utilities			\$ -
	Insurance			\$ -
	IT Services			\$ -
	Telephone			\$ -
	Professional Memberships			\$ -
	Subscriptions			\$ -
	Equipment			\$ -
	Equipment Lease			\$ -
	Drug Testing			\$ -
	Office Supplies			\$ -
	Postage			\$ -
	Operations Subtotal	\$ -	\$ -	\$ -
	All Program Subtotal	\$ 81,711	\$ 35,019	\$ 116,730
ADMIN	Administration			
	Salaries	\$ 2,073	\$ 889	\$ 2,962
	Benefits	\$ 66	\$ 28	\$ 94
	Audit			\$ -
	Admin Profit	\$ 150	\$ 64	\$ 214
	Administration Subtotal	\$ 2,289	\$ 981	\$ 3,270
Total Budget		\$ 84,000	\$ 36,000	\$ 120,000

Attachment C - Budget

Contractor: ProPath

WIOA SERVICES

FY 15-16

PROGRAM NAME: Adult Veteran Services/ JFTB		Budget Categories		
Allocation Percentage		Career Services	Training	Total
		70%	30%	100%
PROGRAM	Direct Client Related Services:			
	Participant Supportive Services			\$ -
	Salaries	\$ 12,113	\$ 5,191	\$ 17,304
	Benefits	\$ 615	\$ 263	\$ 878
	Travel/Mileage			\$ -
	Publishing/Marketing Materials/Printing			\$ -
	Meetings/Conferences			\$ -
	Customized Training (OJT/Other CT)			\$ -
	Profit	\$ 891	\$ 382	\$ 1,273
	Direct Client Services Subtotal:	\$ 13,619	\$ 5,836	\$ 19,455
	Operations Activities:			
	Facility Rent			\$ -
	Lease Termination and other fees			\$ -
	Maintenance			\$ -
	Utilities			\$ -
	Insurance			\$ -
	IT Services			\$ -
	Telephone			\$ -
	Professional Memberships			\$ -
	Subscriptions			\$ -
	Equipment			\$ -
	Equipment Lease			\$ -
	Drug Testing			\$ -
	Office Supplies			\$ -
	Postage			\$ -
	Operations Subtotal	\$ -	\$ -	\$ -
	All Program Subtotal	\$ 13,619	\$ 5,836	\$ 19,455
ADMIN	Administration			
	Salaries	\$ 346	\$ 148	\$ 494
	Benefits	\$ 11	\$ 4	\$ 15
	Audit			\$ -
	Admin Profit	\$ 25	\$ 11	\$ 36
Administration Subtotal		\$ 382	\$ 163	\$ 545
Total Budget		\$ 14,001	\$ 5,999	\$ 20,000

Attachment C - Budget

Contractor: ProPath

WIOA SERVICES

FY 15-16

	PROGRAM NAME: Business Services Adult	Budget Categories		
		Career Services	Training	Total
	Allocation Percentage	70%	30%	100%
PROGRAM	Direct Client Related Services:			
	Salaries	\$ 34,684	\$ 14,864	\$ 49,548
	Benefits	\$ 4,900	\$ 2,100	\$ 7,000
	Travel/Mileage	\$ 350	\$ 150	\$ 500
	Publishing/Marketing Materials/Printing	\$ 1,400	\$ 600	\$ 2,000
	Meetings/Conferences			\$ -
	Profit	\$ 2,892	\$ 1,240	\$ 4,132
	Direct Client and Business Related Services Subtotal:	\$ 44,226	\$ 18,954	\$ 63,180
	Operations Activities:			
	Facility Rent	\$ -	\$ -	\$ -
	Maintenance	\$ -	\$ -	\$ -
	Utilities	\$ 140	\$ 60	\$ 200
	Insurance	\$ -	\$ -	\$ -
	IT Services	\$ -	\$ -	\$ -
	Telephone	\$ 140	\$ 60	\$ 200
	Professional Memberships	\$ -	\$ -	\$ -
	Subscriptions	\$ -	\$ -	\$ -
	Equipment	\$ -	\$ -	\$ -
	Equipment Lease	\$ 2,800	\$ 1,200	\$ 4,000
	Drug Testing	\$ -	\$ -	\$ -
	Office Supplies	\$ 350	\$ 150	\$ 500
	Postage	\$ -	\$ -	\$ -
	Operations Subtotal	\$ 3,430	\$ 1,470	\$ 4,900
	All Program Subtotal	\$ 47,656	\$ 20,424	\$ 68,080
ADMIN	Administration			
	Salaries	\$ 1,217	\$ 522	\$ 1,739
	Benefits	\$ 39	\$ 16	\$ 55
	Audit			\$ -
	Admin Profit	\$ 88	\$ 38	\$ 126
	Administration Subtotal	\$ 1,344	\$ 576	\$ 1,920
	Total Budget	\$ 49,000	\$ 21,000	\$ 70,000

Attachment C - Budget

Contractor: ProPath

WIOA SERVICES

FY 15-16

PROGRAM NAME: Dislocated Worker North		Budget Categories		
		Career Services	Training	Total
Allocation Percentage		66%	34%	100%
PROGRAM	Direct Client Related Services:			
	Participant Supportive Services	\$ 8,750	\$ 3,750	\$ 12,500
	Salaries	\$ 208,214	\$ 89,235	\$ 297,449
	Benefits	\$ 39,056	\$ 16,738	\$ 55,794
	Travel/Mileage	\$ 1,050	\$ 450	\$ 1,500
	Publishing/Marketing Materials/Printing	\$ 350	\$ 150	\$ 500
	Meetings/Conferences			\$ -
	Customized Training (OJT/Other CT)		\$ 25,000	\$ 25,000
	Profit	\$ 19,257	\$ 8,253	\$ 27,510
	Direct Client Services Subtotal:	\$ 276,677	\$ 143,576	\$ 420,253
	Operations Activities:			
	Facility Rent			\$ -
	Lease Termination and other fees			\$ -
	Maintenance	\$ 2,800	\$ 1,200	\$ 4,000
	Utilities	\$ 2,100	\$ 900	\$ 3,000
	Insurance			\$ -
	IT Services			\$ -
	Telephone	\$ 3,500	\$ 1,500	\$ 5,000
	Professional Memberships			\$ -
	Subscriptions			\$ -
	Equipment			\$ -
	Equipment Lease	\$ 7,000	\$ 3,000	\$ 10,000
	Drug Testing			\$ -
	Office Supplies	\$ 3,500	\$ 1,500	\$ 5,000
	Postage	\$ 103	\$ 44	\$ 147
	Operations Subtotal	\$ 19,003	\$ 8,144	\$ 27,147
	All Program Subtotal	\$ 295,680	\$ 151,720	\$ 447,400
ADMIN	Administration			
	Salaries	\$ 3,219	\$ 1,379	\$ 4,598
	Benefits	\$ 125	\$ 53	\$ 178
	Audit	\$ 4,900	\$ 2,100	\$ 7,000
	Admin Profit	\$ 577	\$ 247	\$ 824
	Administration Subtotal	\$ 8,821	\$ 3,779	\$ 12,600
Total Budget		\$ 304,501	\$ 155,499	\$ 460,000

Attachment C - Budget

Contractor: ProPath

WIOA SERVICES

FY 15-16

PROGRAM NAME: Dislocated Worker South		Budget Categories		
Allocation Percentage		Career Services	Training	Total
		66%	34%	100%
PROGRAM	Direct Client Related Services:			
	Participant Supportive Services	\$ 8,750	\$ 3,750	\$ 12,500
	Salaries	\$ 192,852	\$ 82,651	\$ 275,503
	Benefits	\$ 36,934	\$ 15,829	\$ 52,763
	Travel/Mileage	\$ 1,050	\$ 450	\$ 1,500
	Publishing/Marketing Materials/Printing	\$ 700	\$ 300	\$ 1,000
	Meetings/Conferences			\$ -
	Customized Training (OJT/Other CT)		\$ 25,000	\$ 25,000
	Profit	\$ 18,053	\$ 7,737	\$ 25,790
	Direct Client Services Subtotal:	\$ 258,339	\$ 135,717	\$ 394,056
	Operations Activities:			
	Facility Rent			\$ -
	Lease Termination and other fees			\$ -
	Maintenance	\$ 5,600	\$ 2,400	\$ 8,000
	Utilities	\$ 10,500	\$ 4,500	\$ 15,000
	Insurance			\$ -
	IT Services			\$ -
	Telephone	\$ 3,500	\$ 1,500	\$ 5,000
	Professional Memberships			\$ -
	Subscriptions			\$ -
	Equipment			\$ -
	Equipment Lease	\$ 14,000	\$ 6,000	\$ 20,000
	Drug Testing			\$ -
	Office Supplies	\$ 3,500	\$ 1,500	\$ 5,000
	Postage	\$ 206	\$ 88	\$ 294
	Operations Subtotal	\$ 37,306	\$ 15,988	\$ 53,294
	All Program Subtotal	\$ 295,645	\$ 151,705	\$ 447,350
ADMIN	Administration			
	Salaries	\$ 3,251	\$ 1,393	\$ 4,644
	Benefits	\$ 125	\$ 53	\$ 178
	Audit	\$ 4,900	\$ 2,100	\$ 7,000
	Admin Profit	\$ 580	\$ 248	\$ 828
	Administration Subtotal	\$ 8,856	\$ 3,794	\$ 12,650
Total Budget		\$ 304,501	\$ 155,499	\$ 460,000

Attachment C - Budget

Contractor: ProPath
WIOA SERVICES
FY 15-16

PROGRAM NAME: Dislocated Worker Satellite		Budget Categories		
Allocation Percentage		Career Services	Training	Total
		70%	30%	100%
PROGRAM	Direct Client Related Services:			
	Participant Supportive Services			\$ -
	Salaries	\$ 77,947	\$ 33,406	\$ 111,353
	Benefits	\$ 28,000	\$ 12,000	\$ 40,000
	Travel/Mileage	\$ 420	\$ 280	\$ 700
	Publishing/Marketing Materials/Printing	\$ 140	\$ 60	\$ 200
	Meetings/Conferences			\$ -
	Customized Training (OJT/Other CT)			\$ -
	Profit	\$ 7,462	\$ 3,198	\$ 10,660
	Direct Client Services Subtotal:	\$ 113,969	\$ 48,944	\$ 162,913
	Operations Activities:			
	Facility Rent			\$ -
	Lease Termination and other fees			\$ -
	Maintenance			\$ -
	Utilities	\$ 700	\$ 300	\$ 1,000
	Insurance			\$ -
	IT Services			\$ -
	Telephone	\$ 1,400	\$ 600	\$ 2,000
	Professional Memberships			\$ -
	Subscriptions			\$ -
	Equipment			\$ -
	Equipment Lease	\$ 5,600	\$ 2,400	\$ 8,000
	Drug Testing			\$ -
	Office Supplies	\$ 700	\$ 300	\$ 1,000
	Postage	\$ 103	\$ 44	\$ 147
	Operations Subtotal	\$ 8,503	\$ 3,644	\$ 12,147
	All Program Subtotal	\$ 122,472	\$ 52,588	\$ 175,060
ADMIN	Administration			
	Salaries	\$ 3,133	\$ 1,343	\$ 4,476
	Benefits	\$ 99	\$ 42	\$ 141
	Audit			\$ -
	Admin Profit	\$ 226	\$ 97	\$ 323
	Administration Subtotal	\$ 3,458	\$ 1,482	\$ 4,940
Total Budget		\$ 125,930	\$ 54,070	\$ 180,000

Attachment C - Budget

Contractor: ProPath
WIOA SERVICES
FY 15-16

PROGRAM NAME: Dislocated Worker Veteran Services/JFTB		Budget Categories		
Allocation Percentage		Career Services	Training	Total
		70%	30%	100%
PROGRAM	Direct Client Related Services:			
	Participant Supportive Services			\$ -
	Salaries	\$ 17,855	\$ 7,652	\$ 25,507
	Benefits	\$ 1,097	\$ 470	\$ 1,567
	Travel/Mileage	\$ 140	\$ 60	\$ 200
	Publishing/Marketing Materials/Printing			\$ -
	Meetings/Conferences			\$ -
	Customized Training (OJT/Other CT)			\$ -
	Profit	\$ 1,336	\$ 573	\$ 1,909
	Direct Client Services Subtotal:	\$ 20,428	\$ 8,755	\$ 29,183
	Operations Activities:			
	Facility Rent			\$ -
	Lease Termination and other fees			\$ -
	Maintenance			\$ -
	Utilities			\$ -
	Insurance			\$ -
	IT Services			\$ -
	Telephone			\$ -
	Professional Memberships			\$ -
	Subscriptions			\$ -
	Equipment			\$ -
	Equipment Lease			\$ -
	Drug Testing			\$ -
	Office Supplies			\$ -
	Postage			\$ -
	Operations Subtotal	\$ -	\$ -	\$ -
	All Program Subtotal	\$ 20,428	\$ 8,755	\$ 29,183
ADMIN	Administration			
	Salaries	\$ 517	\$ 222	\$ 739
	Benefits	\$ 17	\$ 7	\$ 24
	Audit			\$ -
	Admin Profit	\$ 38	\$ 16	\$ 54
	Administration Subtotal	\$ 572	\$ 245	\$ 817
Total Budget		\$ 21,000	\$ 9,000	\$ 30,000

Attachment C - Budget

Contractor: ProPath

WIOA SERVICES

FY 15-16

PROGRAM NAME: Business Services Dislocated Worker		Budget Categories		
Allocation Percentage		Career Services	Training	Total
		69%	31%	100%
PROGRAM	Direct Client Related Services:			
	Salaries	\$ 95,169	\$ 40,787	\$ 135,956
	Benefits	\$ 17,428	\$ 6,184	\$ 23,612
	Travel/Mileage	\$ 2,800	\$ 4,200	\$ 7,000
	Publishing/Marketing Materials/Printing	\$ 1,400	\$ 600	\$ 2,000
	Meetings/Conferences			\$ -
	Profit	\$ 8,256	\$ 3,539	\$ 11,795
	Direct Client and Business Related Services Subtotal:	\$ 125,053	\$ 55,310	\$ 180,363
	Operations Activities:			
	Facility Rent			\$ -
	Maintenance			\$ -
	Utilities	\$ 2,800	\$ 1,200	\$ 4,000
	Insurance			\$ -
	IT Services			\$ -
	Telephone	\$ 1,400	\$ 600	\$ 2,000
	Professional Memberships			\$ -
	Subscriptions			\$ -
	Equipment			\$ -
	Equipment Lease	\$ 2,800	\$ 1,200	\$ 4,000
	Drug Testing			\$ -
	Office Supplies	\$ 2,800	\$ 1,200	\$ 4,000
	Postage	\$ 103	\$ 44	\$ 147
	Operations Subtotal	\$ 9,903	\$ 4,244	\$ 14,147
	All Program Subtotal	\$ 134,956	\$ 59,554	\$ 194,510
ADMIN	Administration			
	Salaries	\$ 3,482	\$ 1,492	\$ 4,974
	Benefits	\$ 110	\$ 47	\$ 157
	Audit			\$ -
	Admin Profit	\$ 251	\$ 108	\$ 359
	Administration Subtotal	\$ 3,843	\$ 1,647	\$ 5,490
Total Budget		\$ 138,799	\$ 61,201	\$ 200,000

Attachment C - Budget

Contractor: ProPath

WIOA SERVICES

FY 15-16

PROGRAM NAME: Business Services Rapid Response		Budget Categories	
		Rapid Response	Total
Allocation Percentage		100%	100%
PROGRAM	Direct Client Related Services:		
	Salaries	\$ 192,534	\$ 192,534
	Benefits	\$ 32,376	\$ 32,376
	Travel/Mileage	\$ 7,000	\$ 7,000
	Publishing/Marketing Materials/Printing	\$ 5,000	\$ 5,000
	Meetings/Conferences	\$ 3,000	\$ 3,000
	Job Fairs (In response to LayOff Event ONLY)	\$ 30,000	\$ 30,000
	Profit	\$ 18,890	\$ 18,890
	Direct Client and Business Related Services and Job Fairs Subtotal:	\$ 288,800	\$ 288,800
	Operations Activities:		
	Insurance		\$ -
	Professional Memberships	\$ 1,500	\$ 1,500
	Subscriptions	\$ 1,000	\$ 1,000
	Office Supplies	\$ 500	\$ 500
	Operations Subtotal	\$ 3,000	\$ 3,000
	All Program Subtotal	\$ 291,800	\$ 291,800
ADMIN	Administration		
	Salaries	\$ 7,428	\$ 7,428
	Benefits	\$ 235	\$ 235
	Admin Profit	\$ 537	\$ 537
	Administration Subtotal	\$ 8,200	\$ 8,200
Total Budget		\$ 300,000	\$ 300,000

Attachment C - Budget

Contractor: ProPath

SCSEP SERVICES

FY 15-16

PROGRAM NAME: SCSEP			
Allocation Percentage		Budget	Total
		100%	100%
PROGRAM	Direct Client Related Services:		
	Participant Wages	\$ 263,930	\$ 263,930
	Participant Benefits	\$ 8,162	\$ 8,162
	Payroll Services		\$ -
	Salaries	\$ 44,291	\$ 44,291
	Benefits	\$ 12,757	\$ 12,757
	Travel/Mileage	\$ 500	\$ 500
	Publishing/Marketing Materials/Printing		\$ -
	Meetings/Conferences		\$ -
	Profit		\$ -
	Direct Client Services Subtotal:	\$ 329,640	\$ 329,640
	Operations Activities:		
	Facility Rent		\$ -
	Lease Termination and other fees		\$ -
	Maintenance		\$ -
	Utilities		\$ -
	Insurance		\$ -
	IT Services		\$ -
	Telephone		\$ -
	Professional Memberships		\$ -
	Subscriptions		\$ -
	Equipment		\$ -
	Equipment Lease		\$ -
	Drug Testing		\$ -
	Office Supplies	\$ 500	\$ 500
	Postage		\$ -
	Operations Subtotal	\$ 500	\$ 500
	All Program Subtotal	\$ 330,140	\$ 330,140
ADMIN	Administration		
	Salaries	\$ 9,565	\$ 9,565
	Benefits	\$ 295	\$ 295
	Audit		\$ -
	Admin Profit		\$ -
	Administration Subtotal	\$ 9,860	\$ 9,860
Total Budget		\$ 340,000	\$ 340,000

Attachment C - Budget

Contractor: ProPath

OC4Vets SERVICES

FY 15-16

PROGRAM NAME: OC4Vets			
Allocation Percentage		Budget	Total
		100%	100%
PROGRAM	Direct Client Related Services:		
	Participant Supportive Services	\$ 50,000	\$ 50,000
	Payroll Services		\$ -
	Salaries	\$ 75,212	\$ 75,212
	Benefits	\$ 27,000	\$ 27,000
	Peer Mentors	\$ 10,000	\$ 10,000
	Travel/Mileage	\$ 4,000	\$ 4,000
	Publishing/Marketing Materials/Printing	\$ 500	\$ 500
	Meetings/Conferences	\$ 500	\$ 500
	Profit	\$ 5,068	\$ 5,068
	Direct Client Services Subtotal:	\$ 172,280	\$ 172,280
	Operations Activities:		
	Facility Rent		\$ -
	Lease Termination and other fees		\$ -
	Maintenance		\$ -
	Utilities	\$ 500	\$ 500
	Insurance		\$ -
	IT Services		\$ -
	Telephone	\$ 500	\$ 500
	Professional Memberships		\$ -
	Subscriptions		\$ -
	Equipment		\$ -
	Equipment Lease	\$ 1,000	\$ 1,000
	Drug Testing		\$ -
	Office Supplies	\$ 500	\$ 500
	Postage		\$ -
	Operations Subtotal	\$ 2,500	\$ 2,500
	All Program Subtotal	\$ 174,780	\$ 174,780
ADMIN	Administration		
	Salaries	\$ 4,563	\$ 4,563
	Benefits	\$ 141	\$ 141
	Audit		\$ -
	Admin Profit	\$ 516	\$ 516
	Administration Subtotal	\$ 5,220	\$ 5,220
Total Budget		\$ 180,000	\$ 180,000

Attachment C - Budget
ProPath
VEAP 7 SERVICES
PY 15-16

PROGRAM NAME: VEAP 7 - Adult ProPath		Budget Categories			In-Kind
Allocation Percentage		Career Services	Training	Total	Total
				0%	0%
PROGRAM	Direct Client Related Services:				
	Participant Supportive Services	\$ 2,100	\$ 900	\$ 3,000	\$ 3,000
	Salaries	\$ 23,759	\$ 10,183	\$ 33,942	\$ 37,759
	Benefits	\$ 1,684	\$ 722	\$ 2,406	\$ 2,406
	Travel/Mileage	\$ 140	\$ 60	\$ 200	\$ 200
	Publishing/Marketing Materials/Printing			\$ -	
	Meetings/Conferences			\$ -	
	Customized Training (OJT/Other CT)		\$ 15,000	\$ 15,000	\$ 15,000
	Profit	\$ 2,672	\$ 1,145	\$ 3,817	
	Direct Client Services Subtotal	\$ 30,355	\$ 28,010	\$ 58,365	\$ 58,365
	Operations Activities:				
	Facility Rent			\$ -	\$ -
	Lease Termination and other fees			\$ -	\$ -
	Maintenance			\$ -	\$ -
	Utilities			\$ -	\$ -
	Insurance			\$ -	\$ -
	IT Services			\$ -	\$ -
	Telephone			\$ -	\$ -
	Professional Memberships			\$ -	\$ -
	Subscriptions			\$ -	\$ -
	Equipment			\$ -	\$ -
	Equipment Lease			\$ -	\$ -
	Drug Testing			\$ -	\$ -
	Office Supplies			\$ -	\$ -
	Postage			\$ -	\$ -
	Operations Subtotal	\$ -	\$ -	\$ -	\$ -
	All Program Subtotal	\$ 30,355	\$ 28,010	\$ 58,365	\$ 58,365
ADMIN	Administration				
	Salaries	\$ 1,037	\$ 444	\$ 1,481	\$ 1,588
	Benefits	\$ 33	\$ 14	\$ 47	\$ 47
	Audit			\$ -	
	Profit	\$ 75	\$ 32	\$ 107	
	Administration Subtotal	\$ 1,145	\$ 490	\$ 1,635	\$ 1,635
Total Budget		\$ 31,500	\$ 28,500	\$ 60,000	\$ 60,000

Attachment C - Budget
ProPath
VEAP 7 SERVICES
PY 15-16

PROGRAM NAME: VEAP 7 - DW ProPath		Budget Categories			In-Kind
Allocation Percentage		Career Services	Training	Total	Total
				0%	0%
PROGRAM	Direct Client Related Services:				
	Participant Supportive Services	\$ 2,100	\$ 900	\$ 3,000	\$ 3,000
	Salaries	\$ 23,759	\$ 10,183	\$ 33,942	\$ 37,759
	Benefits	\$ 1,684	\$ 722	\$ 2,406	\$ 2,406
	Travel/Mileage	\$ 140	\$ 60	\$ 200	\$ 200
	Publishing/Marketing Materials/Printing			\$ -	
	Meetings/Conferences			\$ -	
	Customized Training (OJT/Other CT)		\$ 15,000	\$ 15,000	\$ 15,000
	Profit	\$ 2,672	\$ 1,145	\$ 3,817	
	Direct Client Services Subtotal	\$ 30,355	\$ 28,010	\$ 58,365	\$ 58,365
	Operations Activities:				
	Facility Rent			\$ -	
	Lease Termination and other fees			\$ -	
	Maintenance			\$ -	
	Utilities			\$ -	
	Insurance			\$ -	
	IT Services			\$ -	
	Telephone			\$ -	
	Professional Memberships			\$ -	
	Subscriptions			\$ -	
	Equipment			\$ -	
	Equipment Lease			\$ -	
	Drug Testing			\$ -	
	Office Supplies			\$ -	
	Postage			\$ -	
	Operations Subtotal	\$ -	\$ -	\$ -	\$ -
	All Program Subtotal	\$ 30,355	\$ 28,010	\$ 58,365	\$ 58,365
ADMIN	Administration				
	Salaries	\$ 1,037	\$ 444	\$ 1,481	\$ 1,588
	Benefits	\$ 33	\$ 14	\$ 47	\$ 47
	Audit			\$ -	
	Profit	\$ 75	\$ 32	\$ 107	
Administration Subtotal		\$ 1,145	\$ 490	\$ 1,635	\$ 1,635
Total Budget		\$ 31,500	\$ 28,500	\$ 60,000	\$ 60,000

Attachment C - Budget Expenditure Plan

Contractor: ProPath
WIOA SERVICES
FY 15-16

PROGRAM NAME: Adult North		Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
PROGRAM	Direct Client Related Services:								
	Participant Supportive Services	\$ 3,571	\$ 3,571	\$ 3,571	\$ 3,571	\$ 3,572	\$ 3,572	\$ 3,572	\$ 25,000
	Salaries	\$ 29,501	\$ 29,501	\$ 29,501	\$ 29,501	\$ 29,501	\$ 29,501	\$ 29,502	\$ 206,508
	Benefits	\$ 6,669	\$ 6,669	\$ 6,669	\$ 6,669	\$ 6,669	\$ 6,669	\$ 6,669	\$ 46,683
	Travel/Mileage	\$ 29	\$ 29	\$ 29	\$ 29	\$ 28	\$ 28	\$ 28	\$ 200
	Publishing/Marketing Materials/Printing								\$ -
	Meetings/Conferences								\$ -
	Customized Training (OJT/Other CT)	\$ 1,786	\$ 1,786	\$ 1,786	\$ 1,786	\$ 1,786	\$ 1,785	\$ 1,785	\$ 12,500
	Profit	\$ 2,910	\$ 2,910	\$ 2,910	\$ 2,910	\$ 2,910	\$ 2,910	\$ 2,910	\$ 20,370
	Direct Client Services Subtotal	\$ 44,466	\$ 44,466	\$ 44,466	\$ 44,466	\$ 44,466	\$ 44,465	\$ 44,466	\$ 311,261
	Operations Activities:								
	Facility Rent								\$ -
	Lease Termination and other fees								\$ -
	Maintenance								\$ -
	Utilities								\$ -
	Insurance								\$ -
	IT Services								\$ -
	Telephone								\$ -
	Professional Memberships								\$ -
	Subscriptions								\$ -
	Equipment								\$ -
	Equipment Lease								\$ -
	Drug Testing								\$ -
	Office Supplies								\$ -
	Postage								\$ -
	Operations Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	All Program Subtotal	\$ 44,466	\$ 44,466	\$ 44,466	\$ 44,466	\$ 44,466	\$ 44,465	\$ 44,466	\$ 311,261
ADMIN	Administration								
	Salaries	\$ 1,131	\$ 1,131	\$ 1,131	\$ 1,131	\$ 1,131	\$ 1,131	\$ 1,131	\$ 7,917
	Benefits	\$ 36	\$ 36	\$ 36	\$ 36	\$ 36	\$ 36	\$ 34	\$ 250
	Audit								\$ -
	Admin Profit	\$ 81	\$ 81	\$ 82	\$ 82	\$ 82	\$ 82	\$ 82	\$ 572
Administration Subtotal		\$ 1,248	\$ 1,248	\$ 1,249	\$ 1,249	\$ 1,249	\$ 1,249	\$ 1,247	\$ 8,739
Total Budget		\$ 45,714	\$ 45,714	\$ 45,715	\$ 45,715	\$ 45,715	\$ 45,714	\$ 45,713	\$ 320,000

Attachment C - Budget Expenditure Plan

Contractor: ProPath
WIOA SERVICES
FY 15-16

PROGRAM NAME: Adult South		Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
PROGRAM	Direct Client Related Services:								
	Participant Supportive Services	\$ 3,571	\$ 3,571	\$ 3,571	\$ 3,571	\$ 3,572	\$ 3,572	\$ 3,572	\$ 25,000
	Salaries	\$ 27,801	\$ 27,801	\$ 27,801	\$ 27,801	\$ 27,801	\$ 27,801	\$ 27,802	\$ 194,608
	Benefits	\$ 8,369	\$ 8,369	\$ 8,369	\$ 8,369	\$ 8,369	\$ 8,369	\$ 8,369	\$ 58,583
	Travel/Mileage	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 26	\$ 200
	Publishing/Marketing Materials/Printing								\$ -
	Meetings/Conferences								\$ -
	Customized Training (OJT/Other CT)	\$ 1,786	\$ 1,786	\$ 1,786	\$ 1,786	\$ 1,786	\$ 1,786	\$ 1,784	\$ 12,500
	Profit	\$ 2,910	\$ 2,910	\$ 2,910	\$ 2,910	\$ 2,910	\$ 2,910	\$ 2,910	\$ 20,370
	Direct Client Services Subtotal:	\$ 44,466	\$ 44,466	\$ 44,466	\$ 44,466	\$ 44,467	\$ 44,467	\$ 44,463	\$ 311,261
	Operations Activities:								
	Facility Rent								\$ -
	Lease Termination and other fees								\$ -
	Maintenance								\$ -
	Utilities								\$ -
	Insurance								\$ -
	IT Services								\$ -
	Telephone								\$ -
	Professional Memberships								\$ -
	Subscriptions								\$ -
	Equipment								\$ -
	Equipment Lease								\$ -
	Drug Testing								\$ -
	Office Supplies								\$ -
	Postage								\$ -
	Operations Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	All Program Subtotal	\$ 44,466	\$ 44,466	\$ 44,466	\$ 44,466	\$ 44,467	\$ 44,467	\$ 44,463	\$ 311,261
ADMIN	Administration								
	Salaries	\$ 1,131	\$ 1,131	\$ 1,131	\$ 1,131	\$ 1,131	\$ 1,131	\$ 1,131	\$ 7,917
	Benefits	\$ 36	\$ 36	\$ 36	\$ 36	\$ 36	\$ 36	\$ 34	\$ 250
	Audit								\$ -
	Admin Profit	\$ 82	\$ 82	\$ 82	\$ 82	\$ 82	\$ 82	\$ 80	\$ 572
	Administration Subtotal	\$ 1,249	\$ 1,249	\$ 1,249	\$ 1,249	\$ 1,249	\$ 1,249	\$ 1,245	\$ 8,739
	Total Budget	\$ 45,715	\$ 45,715	\$ 45,715	\$ 45,715	\$ 45,716	\$ 45,716	\$ 45,708	\$ 320,000

Attachment C - Budget Expenditure Plan

Contractor: ProPath

WIOA SERVICES

FY 15-16

PROGRAM NAME: Adult Satellite		Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
PROGRAM	Direct Client Related Services:								
	Participant Supportive Services								\$ -
	Salaries	\$ 14,927	\$ 14,927	\$ 14,927	\$ 14,927	\$ 14,927	\$ 14,927	\$ 14,929	\$ 104,491
	Benefits	\$ 657	\$ 657	\$ 657	\$ 657	\$ 657	\$ 657	\$ 657	\$ 4,599
	Travel/Mileage								\$ -
	Publishing/Marketing Materials/Printing								\$ -
	Meetings/Conferences								\$ -
	Customized Training (OJT/Other CT)								\$ -
	Profit	\$ 1,091	\$ 1,091	\$ 1,091	\$ 1,091	\$ 1,091	\$ 1,091	\$ 1,094	\$ 7,640
	Direct Client Services Subtotal:	\$ 16,675	\$ 16,675	\$ 16,675	\$ 16,675	\$ 16,675	\$ 16,675	\$ 16,680	\$ 116,730
	Operations Activities:								
	Facility Rent								\$ -
	Lease Termination and other fees								\$ -
	Maintenance								\$ -
	Utilities								\$ -
	Insurance								\$ -
	IT Services								\$ -
	Telephone								\$ -
	Professional Memberships								\$ -
	Subscriptions								\$ -
	Equipment								\$ -
	Equipment Lease								\$ -
	Drug Testing								\$ -
	Office Supplies								\$ -
	Postage								\$ -
	Operations Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	All Program Subtotal	\$ 16,675	\$ 16,675	\$ 16,675	\$ 16,675	\$ 16,675	\$ 16,675	\$ 16,680	\$ 116,730
ADMIN	Administration								
	Salaries	\$ 423	\$ 423	\$ 423	\$ 423	\$ 423	\$ 423	\$ 424	\$ 2,962
	Benefits	\$ 13	\$ 13	\$ 13	\$ 13	\$ 13	\$ 13	\$ 16	\$ 94
	Audit								\$ -
	Admin Profit	\$ 31	\$ 31	\$ 31	\$ 31	\$ 31	\$ 31	\$ 28	\$ 214
	Administration Subtotal	\$ 467	\$ 467	\$ 467	\$ 467	\$ 467	\$ 467	\$ 468	\$ 3,270
Total Budget		\$ 17,142	\$ 17,142	\$ 17,142	\$ 17,142	\$ 17,142	\$ 17,142	\$ 17,148	\$ 120,000

Attachment C - Budget Expenditure Plan

Contractor: ProPath

WIOA SERVICES

FY 15-16

PROGRAM NAME: Adult Veteran Services/JFTB		Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
Direct Client Related Services:									
Participant Supportive Services									\$ -
Salaries	\$ 2,472	\$ 2,472	\$ 2,472	\$ 2,472	\$ 2,472	\$ 2,472	\$ 2,472	\$ 2,472	\$ 17,304
Benefits	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 125	\$ 128	\$ 878
Travel/Mileage									\$ -
Publishing/Marketing Materials/Printing									\$ -
Meetings/Conferences									\$ -
Customized Training (OJT/Other CT)									\$ -
Profit	\$ 182	\$ 182	\$ 182	\$ 182	\$ 182	\$ 182	\$ 182	\$ 181	\$ 1,273
Direct Client Services Subtotal:	\$ 2,779	\$ 2,779	\$ 2,779	\$ 2,779	\$ 2,779	\$ 2,779	\$ 2,779	\$ 2,781	\$ 19,455
Operations Activities:									
Facility Rent									\$ -
Lease Termination and other fees									\$ -
Maintenance									\$ -
Utilities									\$ -
Insurance									\$ -
IT Services									\$ -
Telephone									\$ -
Professional Memberships									\$ -
Subscriptions									\$ -
Equipment									\$ -
Equipment Lease									\$ -
Drug Testing									\$ -
Office Supplies									\$ -
Postage									\$ -
Operations Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
All Program Subtotal	\$ 2,779	\$ 2,779	\$ 2,779	\$ 2,779	\$ 2,779	\$ 2,779	\$ 2,779	\$ 2,781	\$ 19,455
Administration									
Salaries	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 68	\$ 494
Benefits	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 3	\$ 15
Audit									\$ -
Admin Profit	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 6	\$ 36
Administration Subtotal	\$ 78	\$ 78	\$ 78	\$ 78	\$ 78	\$ 78	\$ 78	\$ 77	\$ 545
Total Budget	\$ 2,857	\$ 2,857	\$ 2,857	\$ 2,857	\$ 2,857	\$ 2,857	\$ 2,857	\$ 2,858	\$ 20,000

Attachment C - Budget Expenditure Plan

Contractor: ProPath
WIOA SERVICES
FY 15-16

PROGRAM NAME: Business Services Adult									
		Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
PROGRAM	Direct Client Related Services:								
	Salaries	\$ 7,078	\$ 7,078	\$ 7,078	\$ 7,078	\$ 7,078	\$ 7,078	\$ 7,080	\$ 49,548
	Benefits	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 7,000
	Travel/Mileage	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 74	\$ 500
	Publishing/Marketing Materials/Printing	\$ 286	\$ 286	\$ 286	\$ 286	\$ 286	\$ 286	\$ 284	\$ 2,000
	Meetings/Conferences								\$ -
	Profit	\$ 590	\$ 590	\$ 590	\$ 590	\$ 590	\$ 590	\$ 592	\$ 4,132
	Direct Client and Business Related Services Subtotal:	\$ 9,025	\$ 9,025	\$ 9,025	\$ 9,025	\$ 9,025	\$ 9,025	\$ 9,030	\$ 63,180
	Operations Activities:								
	Facility Rent								\$ -
	Maintenance								\$ -
	Utilities	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 26	\$ 200
	Insurance								\$ -
	IT Services								\$ -
	Telephone	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 26	\$ 200
	Professional Memberships								\$ -
	Subscriptions								\$ -
	Equipment								\$ -
	Equipment Lease	\$ 571	\$ 571	\$ 571	\$ 571	\$ 571	\$ 571	\$ 574	\$ 4,000
	Drug Testing								\$ -
	Office Supplies	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 74	\$ 500
	Postage								\$ -
	Operations Subtotal	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 700	\$ 4,900
	All Program Subtotal	\$ 9,725	\$ 9,725	\$ 9,725	\$ 9,725	\$ 9,725	\$ 9,725	\$ 9,730	\$ 68,080
ADMIN	Administration								
	Salaries	\$ 248	\$ 248	\$ 248	\$ 248	\$ 248	\$ 248	\$ 251	\$ 1,739
	Benefits	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 7	\$ 55
	Audit								\$ -
	Admin Profit	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 18	\$ 126
	Administration Subtotal	\$ 274	\$ 274	\$ 274	\$ 274	\$ 274	\$ 274	\$ 276	\$ 1,920
Total Budget		\$ 9,999	\$ 9,999	\$ 9,999	\$ 9,999	\$ 9,999	\$ 9,999	\$ 10,006	\$ 70,000

Attachment C - Budget Expenditure Plan

Contractor: ProPath
WIOA SERVICES
FY 15-16

PROGRAM NAME: Dislocated Worker North		Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
PROGRAM	Direct Client Related Services:								
	Participant Supportive Services	\$ 1,786	\$ 1,786	\$ 1,786	\$ 1,786	\$ 1,786	\$ 1,786	\$ 1,784	\$ 12,500
	Salaries	\$ 42,493	\$ 42,493	\$ 42,493	\$ 42,493	\$ 42,493	\$ 42,493	\$ 42,491	\$ 297,449
	Benefits	\$ 7,971	\$ 7,971	\$ 7,971	\$ 7,971	\$ 7,971	\$ 7,971	\$ 7,968	\$ 55,794
	Travel/Mileage	\$ 214	\$ 214	\$ 214	\$ 214	\$ 214	\$ 214	\$ 216	\$ 1,500
	Publishing/Marketing Materials/Printing	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 74	\$ 500
	Meetings/Conferences								\$ -
	Customized Training (OJT/Other CT)	\$ 3,571	\$ 3,571	\$ 3,571	\$ 3,571	\$ 3,571	\$ 3,571	\$ 3,574	\$ 25,000
	Profit	\$ 3,930	\$ 3,930	\$ 3,930	\$ 3,930	\$ 3,930	\$ 3,930	\$ 3,930	\$ 27,510
	Direct Client Services Subtotal:	\$ 60,036	\$ 60,036	\$ 60,036	\$ 60,036	\$ 60,036	\$ 60,036	\$ 60,037	\$ 420,253
	Operations Activities:								
	Facility Rent								\$ -
	Lease Termination and other fees								\$ -
	Maintenance	\$ 571	\$ 571	\$ 571	\$ 571	\$ 571	\$ 571	\$ 574	\$ 4,000
	Utilities	\$ 429	\$ 429	\$ 429	\$ 429	\$ 429	\$ 429	\$ 426	\$ 3,000
	Insurance								\$ -
	IT Services								\$ -
	Telephone	\$ 714	\$ 714	\$ 714	\$ 714	\$ 714	\$ 714	\$ 716	\$ 5,000
	Professional Memberships								\$ -
	Subscriptions								\$ -
	Equipment								\$ -
	Equipment Lease	\$ 1,429	\$ 1,429	\$ 1,429	\$ 1,429	\$ 1,429	\$ 1,429	\$ 1,426	\$ 10,000
	Drug Testing								\$ -
	Office Supplies	\$ 714	\$ 714	\$ 714	\$ 714	\$ 714	\$ 714	\$ 716	\$ 5,000
	Postage	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 147
	Operations Subtotal	\$ 3,878	\$ 3,878	\$ 3,878	\$ 3,878	\$ 3,878	\$ 3,878	\$ 3,879	\$ 27,147
	All Program Subtotal	\$ 63,914	\$ 63,914	\$ 63,914	\$ 63,914	\$ 63,914	\$ 63,914	\$ 63,916	\$ 447,400
ADMIN	Administration								
	Salaries	\$ 657	\$ 657	\$ 657	\$ 657	\$ 657	\$ 657	\$ 656	\$ 4,598
	Benefits	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 28	\$ 178
	Audit	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 7,000
	Admin Profit	\$ 118	\$ 118	\$ 118	\$ 118	\$ 118	\$ 118	\$ 116	\$ 824
	Administration Subtotal	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 1,800	\$ 12,600
Total Budget		\$ 65,714	\$ 65,714	\$ 65,714	\$ 65,714	\$ 65,714	\$ 65,714	\$ 65,716	\$ 460,000

Attachment C - Budget Expenditure Plan

Contractor: ProPath
WIOA SERVICES
FY 15-16

PROGRAM NAME: Dislocated Worker South		Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
PROGRAM	Direct Client Related Services:								
	Participant Supportive Services	\$ 1,786	\$ 1,786	\$ 1,786	\$ 1,786	\$ 1,786	\$ 1,786	\$ 1,784	\$ 12,500
	Salaries	\$ 39,358	\$ 39,358	\$ 39,358	\$ 39,358	\$ 39,358	\$ 39,358	\$ 39,355	\$ 275,503
	Benefits	\$ 7,538	\$ 7,538	\$ 7,538	\$ 7,538	\$ 7,538	\$ 7,538	\$ 7,535	\$ 52,763
	Travel/Mileage	\$ 214	\$ 214	\$ 214	\$ 214	\$ 214	\$ 214	\$ 216	\$ 1,500
	Publishing/Marketing Materials/Printing	\$ 143	\$ 143	\$ 143	\$ 143	\$ 143	\$ 143	\$ 142	\$ 1,000
	Meetings/Conferences								\$ -
	Customized Training (OJT/Other CT)	\$ 3,571	\$ 3,571	\$ 3,571	\$ 3,571	\$ 3,571	\$ 3,571	\$ 3,574	\$ 25,000
	Profit	\$ 3,684	\$ 3,684	\$ 3,684	\$ 3,684	\$ 3,684	\$ 3,684	\$ 3,686	\$ 25,790
	Direct Client Services Subtotal:	\$ 56,294	\$ 56,294	\$ 56,294	\$ 56,294	\$ 56,294	\$ 56,294	\$ 56,292	\$ 394,056
	Operations Activities:								
	Facility Rent								\$ -
	Lease Termination and other fees								\$ -
	Maintenance	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,142	\$ 8,000
	Utilities	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,142	\$ 15,000
	Insurance								\$ -
	IT Services								\$ -
	Telephone	\$ 714	\$ 714	\$ 714	\$ 714	\$ 714	\$ 714	\$ 716	\$ 5,000
	Professional Memberships								\$ -
	Subscriptions								\$ -
	Equipment								\$ -
	Equipment Lease	\$ 2,857	\$ 2,857	\$ 2,857	\$ 2,857	\$ 2,857	\$ 2,857	\$ 2,858	\$ 20,000
	Drug Testing								\$ -
	Office Supplies	\$ 714	\$ 714	\$ 714	\$ 714	\$ 714	\$ 714	\$ 716	\$ 5,000
	Postage	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 294
	Operations Subtotal	\$ 7,613	\$ 7,613	\$ 7,613	\$ 7,613	\$ 7,613	\$ 7,613	\$ 7,616	\$ 53,294
	All Program Subtotal	\$ 63,907	\$ 63,907	\$ 63,907	\$ 63,907	\$ 63,907	\$ 63,907	\$ 63,908	\$ 447,350
ADMIN	Administration								
	Salaries	\$ 663	\$ 663	\$ 663	\$ 663	\$ 663	\$ 664	\$ 665	\$ 4,644
	Benefits	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 28	\$ 178
	Audit	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 7,000
	Admin Profit	\$ 118	\$ 118	\$ 118	\$ 118	\$ 118	\$ 118	\$ 120	\$ 828
	Administration Subtotal	\$ 1,806	\$ 1,806	\$ 1,806	\$ 1,806	\$ 1,806	\$ 1,807	\$ 1,813	\$ 12,650
Total Budget		\$ 65,713	\$ 65,713	\$ 65,713	\$ 65,713	\$ 65,713	\$ 65,714	\$ 65,721	\$ 460,000

Attachment C - Budget Expenditure Plan

Contractor: ProPath

WIOA SERVICES

FY 15-16

PROGRAM NAME: Dislocated Worker Satellite		Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
PROGRAM	Direct Client Related Services:								
	Participant Supportive Services								\$ -
	Salaries	\$ 15,908	\$ 15,908	\$ 15,908	\$ 15,908	\$ 15,908	\$ 15,908	\$ 15,905	\$ 111,353
	Benefits	\$ 5,714	\$ 5,714	\$ 5,714	\$ 5,714	\$ 5,714	\$ 5,714	\$ 5,716	\$ 40,000
	Travel/Mileage	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 700
	Publishing/Marketing Materials/Printing	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 26	\$ 200
	Meetings/Conferences								\$ -
	Customized Training (OJT/Other CT)								\$ -
	Profit	\$ 1,523	\$ 1,523	\$ 1,523	\$ 1,523	\$ 1,523	\$ 1,523	\$ 1,522	\$ 10,660
	Direct Client Services Subtotal:	\$ 23,274	\$ 23,274	\$ 23,274	\$ 23,274	\$ 23,274	\$ 23,274	\$ 23,269	\$ 162,913
	Operations Activities:								
	Facility Rent								\$ -
	Lease Termination and other fees								\$ -
	Maintenance								\$ -
	Utilities	\$ 143	\$ 143	\$ 143	\$ 143	\$ 143	\$ 143	\$ 142	\$ 1,000
	Insurance								\$ -
	IT Services								\$ -
	Telephone	\$ 286	\$ 286	\$ 286	\$ 286	\$ 286	\$ 286	\$ 284	\$ 2,000
	Professional Memberships								\$ -
	Subscriptions								\$ -
	Equipment								\$ -
	Equipment Lease	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,143	\$ 1,142	\$ 8,000
	Drug Testing								\$ -
	Office Supplies	\$ 143	\$ 143	\$ 143	\$ 143	\$ 143	\$ 143	\$ 142	\$ 1,000
	Postage	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 147
	Operations Subtotal	\$ 1,736	\$ 1,736	\$ 1,736	\$ 1,736	\$ 1,736	\$ 1,736	\$ 1,731	\$ 12,147
	All Program Subtotal	\$ 25,010	\$ 25,010	\$ 25,010	\$ 25,010	\$ 25,010	\$ 25,010	\$ 25,010	\$ 175,060
ADMIN	Administration								
	Salaries	\$ 639	\$ 639	\$ 639	\$ 639	\$ 639	\$ 639	\$ 642	\$ 4,476
	Benefits	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 21	\$ 141
	Audit								\$ -
	Admin Profit	\$ 46	\$ 46	\$ 46	\$ 46	\$ 46	\$ 46	\$ 47	\$ 323
	Administration Subtotal	\$ 705	\$ 705	\$ 705	\$ 705	\$ 705	\$ 705	\$ 710	\$ 4,940
Total Budget		\$ 25,715	\$ 25,715	\$ 25,715	\$ 25,715	\$ 25,715	\$ 25,715	\$ 25,710	\$ 180,000

Attachment C - Budget Expenditure Plan

Contractor: ProPath

WIOA SERVICES

FY 15-16

PROGRAM NAME: Dislocated Worker Veteran Services/JFTB		Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
PROGRAM	Direct Client Related Services:								
	Participant Supportive Services								\$ -
	Salaries	\$ 3,644	\$ 3,644	\$ 3,644	\$ 3,644	\$ 3,644	\$ 3,644	\$ 3,643	\$ 25,507
	Benefits	\$ 224	\$ 224	\$ 224	\$ 224	\$ 224	\$ 224	\$ 223	\$ 1,567
	Travel/Mileage	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 26	\$ 200
	Publishing/Marketing Materials/Printing								\$ -
	Meetings/Conferences								\$ -
	Customized Training (OJT/Other CT)								\$ -
	Profit	\$ 273	\$ 273	\$ 273	\$ 273	\$ 273	\$ 273	\$ 271	\$ 1,909
	Direct Client Services Subtotal:	\$ 4,170	\$ 4,170	\$ 4,170	\$ 4,170	\$ 4,170	\$ 4,170	\$ 4,163	\$ 29,183
	Operations Activities:								
	Facility Rent								\$ -
	Lease Termination and other fees								\$ -
	Maintenance								\$ -
	Utilities								\$ -
	Insurance								\$ -
	IT Services								\$ -
	Telephone								\$ -
	Professional Memberships								\$ -
	Subscriptions								\$ -
	Equipment								\$ -
	Equipment Lease								\$ -
	Drug Testing								\$ -
	Office Supplies								\$ -
	Postage								\$ -
	Operations Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	All Program Subtotal	\$ 4,170	\$ 4,170	\$ 4,170	\$ 4,170	\$ 4,170	\$ 4,170	\$ 4,170	\$ 4,163
ADMIN	Administration								
	Salaries	\$ 106	\$ 106	\$ 106	\$ 106	\$ 106	\$ 106	\$ 103	\$ 739
	Benefits	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	\$ 3	\$ 6	\$ 24
	Audit								\$ -
	Admin Profit	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 6	\$ 54
	Administration Subtotal	\$ 117	\$ 117	\$ 117	\$ 117	\$ 117	\$ 117	\$ 115	\$ 817
Total Budget		\$ 4,287	\$ 4,287	\$ 4,287	\$ 4,287	\$ 4,287	\$ 4,287	\$ 4,278	\$ 30,000

Attachment C - Budget Expenditure Plan

Contractor: ProPath
WIOA SERVICES
FY 15-16

PROGRAM NAME: Business Services Dislocated Worker		Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
PROGRAM	Direct Client Related Services:								
	Salaries	\$ 19,422	\$ 19,422	\$ 19,422	\$ 19,422	\$ 19,422	\$ 19,422	\$ 19,424	\$ 135,956
	Benefits	\$ 3,373	\$ 3,373	\$ 3,373	\$ 3,373	\$ 3,373	\$ 3,373	\$ 3,374	\$ 23,612
	Travel/Mileage	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 7,000
	Publishing/Marketing Materials/Printing	\$ 285	\$ 285	\$ 285	\$ 285	\$ 285	\$ 285	\$ 290	\$ 2,000
	Meetings/Conferences								\$ -
	Profit	\$ 1,685	\$ 1,685	\$ 1,685	\$ 1,685	\$ 1,685	\$ 1,685	\$ 1,685	\$ 11,795
	Direct Client and Business Related Services Subtotal:	\$ 25,765	\$ 25,765	\$ 25,765	\$ 25,765	\$ 25,765	\$ 25,765	\$ 25,773	\$ 180,363
	Operations Activities:								
	Facility Rent								\$ -
	Maintenance								\$ -
	Utilities	\$ 571	\$ 571	\$ 571	\$ 571	\$ 571	\$ 571	\$ 574	\$ 4,000
	Insurance								\$ -
	IT Services								\$ -
	Telephone	\$ 286	\$ 286	\$ 286	\$ 286	\$ 286	\$ 286	\$ 284	\$ 2,000
	Professional Memberships								\$ -
	Subscriptions								\$ -
	Equipment								\$ -
	Equipment Lease	\$ 571	\$ 571	\$ 571	\$ 571	\$ 571	\$ 571	\$ 574	\$ 4,000
	Drug Testing								\$ -
	Office Supplies	\$ 571	\$ 571	\$ 571	\$ 571	\$ 571	\$ 571	\$ 574	\$ 4,000
	Postage	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 21	\$ 147
	Operations Subtotal	\$ 2,020	\$ 2,020	\$ 2,020	\$ 2,020	\$ 2,020	\$ 2,020	\$ 2,027	\$ 14,147
	All Program Subtotal	\$ 27,785	\$ 27,785	\$ 27,785	\$ 27,785	\$ 27,785	\$ 27,785	\$ 27,800	\$ 194,510
ADMIN	Administration								
	Salaries	\$ 711	\$ 711	\$ 711	\$ 711	\$ 711	\$ 711	\$ 708	\$ 4,974
	Benefits	\$ 22	\$ 22	\$ 22	\$ 22	\$ 22	\$ 22	\$ 25	\$ 157
	Audit								\$ -
	Admin Profit	\$ 51	\$ 51	\$ 51	\$ 51	\$ 51	\$ 51	\$ 53	\$ 359
	Administration Subtotal	\$ 784	\$ 784	\$ 784	\$ 784	\$ 784	\$ 784	\$ 786	\$ 5,490
Total Budget		\$ 28,569	\$ 28,569	\$ 28,569	\$ 28,569	\$ 28,569	\$ 28,569	\$ 28,586	\$ 200,000

Attachment C - Budget expenditure Plan

Contractor: ProPath
WIOA SERVICES
FY 15-16

PROGRAM NAME: Business Services Rapid Response		Expenditure Plan							
		Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
PROGRAM	Direct Client Related Services:								
	Salaries	\$ 27,505	\$ 27,505	\$ 27,505	\$ 27,505	\$ 27,505	\$ 27,505	\$ 27,504	\$ 192,534
	Benefits	\$ 4,625	\$ 4,625	\$ 4,625	\$ 4,625	\$ 4,625	\$ 4,625	\$ 4,626	\$ 32,376
	Travel/Mileage	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 7,000
	Publishing/Marketing Materials/Printing	\$ 714	\$ 714	\$ 714	\$ 714	\$ 714	\$ 714	\$ 716	\$ 5,000
	Meetings/Conferences	\$ 429	\$ 429	\$ 429	\$ 429	\$ 429	\$ 429	\$ 426	\$ 3,000
	Job Fairs (In response to LayOff Event ONLY)	\$ 4,286	\$ 4,286	\$ 4,286	\$ 4,286	\$ 4,286	\$ 4,286	\$ 4,284	\$ 30,000
	Profit	\$ 2,699	\$ 2,699	\$ 2,699	\$ 2,699	\$ 2,699	\$ 2,699	\$ 2,696	\$ 18,890
	Direct Client and Business Related Services and Job Fairs Subtotal:	\$ 41,258	\$ 41,258	\$ 41,258	\$ 41,258	\$ 41,258	\$ 41,258	\$ 41,252	\$ 288,800
	Operations Activities:								
	Insurance								\$ -
	Professional Memberships	\$ 214	\$ 214	\$ 214	\$ 214	\$ 214	\$ 214	\$ 216	\$ 1,500
	Subscriptions	\$ 143	\$ 143	\$ 143	\$ 143	\$ 143	\$ 143	\$ 142	\$ 1,000
	Office Supplies	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 74	\$ 500
	Operations Subtotal	\$ 428	\$ 428	\$ 428	\$ 428	\$ 428	\$ 428	\$ 432	\$ 3,000
	All Program Subtotal	\$ 41,686	\$ 41,686	\$ 41,686	\$ 41,686	\$ 41,686	\$ 41,686	\$ 41,684	\$ 291,800
ADMIN	Administration								
	Salaries	\$ 1,061	\$ 1,061	\$ 1,061	\$ 1,061	\$ 1,061	\$ 1,061	\$ 1,062	\$ 7,428
	Benefits	\$ 34	\$ 34	\$ 34	\$ 34	\$ 34	\$ 34	\$ 31	\$ 235
	Admin Profit	\$ 77	\$ 77	\$ 77	\$ 77	\$ 77	\$ 77	\$ 75	\$ 537
	Administration Subtotal	\$ 1,172	\$ 1,172	\$ 1,172	\$ 1,172	\$ 1,172	\$ 1,172	\$ 1,168	\$ 8,200
	Total Budget	\$ 42,858	\$ 42,858	\$ 42,858	\$ 42,858	\$ 42,858	\$ 42,858	\$ 42,852	\$ 300,000

Attachment C - Budget Expenditure Plan

Contractor: ProPath
SCSEP SERVICES
FY 15-16

PROGRAM NAME: SCSEP		Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total	
PROGRAM	Direct Client Related Services:									
	Participant Wages	\$ 37,704	\$ 37,704	\$ 37,704	\$ 37,704	\$ 37,704	\$ 37,704	\$ 37,706	\$ 263,930	
	Participant Benefits	\$ 1,166	\$ 1,166	\$ 1,166	\$ 1,166	\$ 1,166	\$ 1,166	\$ 1,166	\$ 8,162	
	Payroll Services								\$ -	
	Salaries	\$ 6,327	\$ 6,327	\$ 6,327	\$ 6,327	\$ 6,327	\$ 6,327	\$ 6,329	\$ 44,291	
	Benefits	\$ 1,822	\$ 1,822	\$ 1,822	\$ 1,822	\$ 1,822	\$ 1,822	\$ 1,825	\$ 12,757	
	Travel/Mileage	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 74	\$ 500	
	Publishing/Marketing Materials/Printing								\$ -	
	Meetings/Conferences								\$ -	
	Profit								\$ -	
	Direct Client Services Subtotal:	\$ 47,090	\$ 47,090	\$ 47,090	\$ 47,090	\$ 47,090	\$ 47,090	\$ 47,100	\$ 329,640	
	Operations Activities:									
	Facility Rent								\$ -	
	Lease Termination and other fees								\$ -	
	Maintenance								\$ -	
	Utilities								\$ -	
	Insurance								\$ -	
	IT Services								\$ -	
	Telephone								\$ -	
	Professional Memberships								\$ -	
	Subscriptions								\$ -	
	Equipment								\$ -	
	Equipment Lease								\$ -	
	Drug Testing								\$ -	
	Office Supplies	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 74	\$ 500
	Postage									\$ -
	Operations Subtotal	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 74	\$ 500
	All Program Subtotal	\$ 47,161	\$ 47,161	\$ 47,161	\$ 47,161	\$ 47,161	\$ 47,161	\$ 47,161	\$ 47,174	\$ 330,140
ADMIN	Administration									
	Salaries	\$ 1,366	\$ 1,366	\$ 1,366	\$ 1,366	\$ 1,366	\$ 1,366	\$ 1,369	\$ 9,565	
	Benefits	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 43	\$ 295	
	Audit								\$ -	
	Admin Profit								\$ -	
	Administration Subtotal	\$ 1,408	\$ 1,408	\$ 1,408	\$ 1,408	\$ 1,408	\$ 1,408	\$ 1,412	\$ 9,860	
Total Budget		\$ 48,569	\$ 48,569	\$ 48,569	\$ 48,569	\$ 48,569	\$ 48,569	\$ 48,586	\$ 340,000	

Attachment C - Budget Expenditure Plan

Contractor: ProPath
OC4Vets SERVICES
FY 15-16

	PROGRAM NAME: OC4Vets							
	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
PROGRAM	Direct Client Related Services:							
	Participant Supportive Services	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,142	\$ 50,000
	Payroll Services							\$ -
	Salaries	\$ 10,745	\$ 10,745	\$ 10,745	\$ 10,745	\$ 10,745	\$ 10,742	\$ 75,212
	Benefits	\$ 3,857	\$ 3,857	\$ 3,857	\$ 3,857	\$ 3,857	\$ 3,858	\$ 27,000
	Peer Mentors	\$ 1,429	\$ 1,429	\$ 1,429	\$ 1,429	\$ 1,429	\$ 1,426	\$ 10,000
	Travel/Mileage	\$ 571	\$ 571	\$ 571	\$ 571	\$ 571	\$ 574	\$ 4,000
	Publishing/Marketing Materials/Printing	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 74	\$ 500
	Meetings/Conferences	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 74	\$ 500
	Profit	\$ 724	\$ 724	\$ 724	\$ 724	\$ 724	\$ 724	\$ 5,068
	Direct Client Services Subtotal:	\$ 24,611	\$ 24,611	\$ 24,611	\$ 24,611	\$ 24,611	\$ 24,614	\$ 172,280
	Operations Activities:							
	Facility Rent							\$ -
	Lease Termination and other fees							\$ -
	Maintenance							\$ -
	Utilities	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 74	\$ 500
	Insurance							\$ -
	IT Services							\$ -
	Telephone	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 74	\$ 500
	Professional Memberships							\$ -
	Subscriptions							\$ -
	Equipment							\$ -
	Equipment Lease	\$ 143	\$ 143	\$ 143	\$ 143	\$ 143	\$ 142	\$ 1,000
	Drug Testing							\$ -
	Office Supplies	\$ 71	\$ 71	\$ 71	\$ 71	\$ 71	\$ 74	\$ 500
	Postage							\$ -
	Operations Subtotal	\$ 356	\$ 356	\$ 356	\$ 356	\$ 356	\$ 364	\$ 2,500
	All Program Subtotal	\$ 24,967	\$ 24,967	\$ 24,967	\$ 24,967	\$ 24,967	\$ 24,978	\$ 174,780
ADMIN	Administration							
	Salaries	\$ 652	\$ 652	\$ 652	\$ 652	\$ 652	\$ 651	\$ 4,563
	Benefits	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 21	\$ 141
	Audit							\$ -
	Admin Profit	\$ 74	\$ 74	\$ 74	\$ 74	\$ 74	\$ 72	\$ 516
	Administration Subtotal	\$ 746	\$ 746	\$ 746	\$ 746	\$ 746	\$ 744	\$ 5,220
	Total Budget	\$ 25,713	\$ 25,713	\$ 25,713	\$ 25,713	\$ 25,713	\$ 25,722	\$ 180,000

Attachment C - Budget Expenditure Plan
ProPath
VEAP 7 SERVICES
PY 15-16

PROGRAM NAME: VEAP 7 - Adult ProPath		Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
PROGRAM	Direct Client Related Services:								
	Participant Supportive Services	\$ 429	\$ 429	\$ 429	\$ 429	\$ 429	\$ 429	\$ 426	\$ 3,000
	Salaries	\$ 4,849	\$ 4,849	\$ 4,849	\$ 4,849	\$ 4,849	\$ 4,849	\$ 4,848	\$ 33,942
	Benefits	\$ 344	\$ 344	\$ 344	\$ 344	\$ 344	\$ 344	\$ 342	\$ 2,406
	Travel/Mileage	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 26	\$ 200
	Publishing/Marketing Materials/Printing Meetings/Conferences								\$ -
	Customized Training (OJT/Other CT)	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,142	\$ 15,000
	Profit	\$ 545	\$ 545	\$ 545	\$ 545	\$ 545	\$ 545	\$ 547	\$ 3,817
	Direct Client Services Subtotal	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,331	\$ 58,365
	Operations Activities:								
	Facility Rent								\$ -
	Lease Termination and other fees								\$ -
	Maintenance								\$ -
	Utilities								\$ -
	Insurance								\$ -
	IT Services								\$ -
	Telephone								\$ -
	Professional Memberships								\$ -
	Subscriptions								\$ -
	Equipment								\$ -
	Equipment Lease								\$ -
	Drug Testing								\$ -
	Office Supplies								\$ -
	Postage								\$ -
	Operations Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	All Program Subtotal	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,331	\$ 58,365
ADMIN	Administration								
	Salaries	\$ 212	\$ 212	\$ 212	\$ 212	\$ 212	\$ 212	\$ 209	\$ 1,481
	Benefits	\$ 7	\$ 7	\$ 7	\$ 7	\$ 7	\$ 7	\$ 5	\$ 47
	Audit								\$ -
	Profit	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 17	\$ 107
Administration Subtotal		\$ 234	\$ 234	\$ 234	\$ 234	\$ 234	\$ 234	\$ 231	\$ 1,635
Total Budget		\$ 8,573	\$ 8,573	\$ 8,573	\$ 8,573	\$ 8,573	\$ 8,573	\$ 8,562	\$ 60,000

Attachment C - Budget Expenditure Plan
ProPath
VEAP 7 SERVICES
PY 15-16

PROGRAM NAME: VEAP 7 - DW									
ProPath		Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
PROGRAM	Direct Client Related Services:								
	Participant Supportive Services	\$ 429	\$ 429	\$ 429	\$ 429	\$ 429	\$ 429	\$ 426	\$ 3,000
	Salaries	\$ 4,849	\$ 4,849	\$ 4,849	\$ 4,849	\$ 4,849	\$ 4,849	\$ 4,848	\$ 33,942
	Benefits	\$ 344	\$ 344	\$ 344	\$ 344	\$ 344	\$ 344	\$ 342	\$ 2,406
	Travel/Mileage	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 26	\$ 200
	Publishing/Marketing Materials/Printing								\$ -
	Meetings/Conferences								\$ -
	Customized Training (OJT/Other CT)	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,142	\$ 15,000
	Profit	\$ 545	\$ 545	\$ 545	\$ 545	\$ 545	\$ 545	\$ 547	\$ 3,817
	Direct Client Services Subtotal	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,331	\$ 58,365
	Operations Activities:								
	Facility Rent								\$ -
	Lease Termination and other fees								\$ -
	Maintenance								\$ -
	Utilities								\$ -
	Insurance								\$ -
	IT Services								\$ -
	Telephone								\$ -
	Professional Memberships								\$ -
	Subscriptions								\$ -
	Equipment								\$ -
	Equipment Lease								\$ -
	Drug Testing								\$ -
	Office Supplies								\$ -
	Postage								\$ -
	Operations Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	All Program Subtotal	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,331	\$ 58,365
ADMIN	Administration								
	Salaries	\$ 212	\$ 212	\$ 212	\$ 212	\$ 212	\$ 212	\$ 209	\$ 1,481
	Benefits	\$ 7	\$ 7	\$ 7	\$ 7	\$ 7	\$ 7	\$ 5	\$ 47
	Audit								\$ -
	Profit	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 17	\$ 107
Administration Subtotal		\$ 234	\$ 234	\$ 234	\$ 234	\$ 234	\$ 234	\$ 231	\$ 1,635
Total Budget		\$ 8,573	\$ 8,573	\$ 8,573	\$ 8,573	\$ 8,573	\$ 8,573	\$ 8,562	\$ 60,000

Attachment C - Contribution Plan

ProPath
VEAP 7 SERVICES
PY 15-16

PROGRAM NAME: VEAP 7 - Adult ProPath		Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
PROGRAM	Direct Client Related Services:								
	Participant Supportive Services	\$ 429	\$ 429	\$ 429	\$ 429	\$ 429	\$ 429	\$ 426	\$ 3,000
	Salaries	\$ 5,394	\$ 5,394	\$ 5,394	\$ 5,394	\$ 5,394	\$ 5,394	\$ 5,395	\$ 37,759
	Benefits	\$ 344	\$ 344	\$ 344	\$ 344	\$ 344	\$ 344	\$ 342	\$ 2,406
	Travel/Mileage	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 26	\$ 200
	Publishing/Marketing Materials/Printing								\$ -
	Meetings/Conferences								\$ -
	Customized Training (OJT/Other CT)	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,142	\$ 15,000
	Direct Client Services Subtotal	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,331	\$ 58,365
	Operations Activities:								
	Facility Rent								\$ -
	Lease Termination and other fees								\$ -
	Maintenance								\$ -
	Utilities								\$ -
	Insurance								\$ -
	IT Services								\$ -
	Telephone								\$ -
	Consultant								\$ -
	Subscriptions								\$ -
	Equipment								\$ -
	Equipment Lease								\$ -
	Drug Testing								\$ -
	Office Supplies								\$ -
	Postage								\$ -
	Operations Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	All Program Subtotal	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,331	\$ 58,365
ADMIN	Administration								
	Salaries	\$ 227	\$ 227	\$ 227	\$ 227	\$ 227	\$ 227	\$ 226	\$ 1,588
	Benefits	\$ 7	\$ 7	\$ 7	\$ 7	\$ 7	\$ 7	\$ 5	\$ 47
	Audit								\$ -
	Administration Subtotal	\$ 234	\$ 234	\$ 234	\$ 234	\$ 234	\$ 234	\$ 231	\$ 1,635
Total Budget		\$ 8,573	\$ 8,573	\$ 8,573	\$ 8,573	\$ 8,573	\$ 8,573	\$ 8,562	\$ 60,000

Attachment C - Contribution Plan

ProPath
VEAP 7 SERVICES
PY 15-16

PROGRAM NAME: VEAP 7 - DW									
ProPath		Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Total
PROGRAM	Direct Client Related Services:								
	Participant Supportive Services	\$ 429	\$ 429	\$ 429	\$ 429	\$ 429	\$ 429	\$ 426	\$ 3,000
	Salaries	\$ 5,394	\$ 5,394	\$ 5,394	\$ 5,394	\$ 5,394	\$ 5,394	\$ 5,395	\$ 37,759
	Benefits	\$ 344	\$ 344	\$ 344	\$ 344	\$ 344	\$ 344	\$ 342	\$ 2,406
	Travel/Mileage	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 29	\$ 26	\$ 200
	Publishing/Marketing Materials/Printing								\$ -
	Meetings/Conferences								\$ -
	Customized Training (OJT/Other CT)	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,143	\$ 2,142	\$ 15,000
	Direct Client Services Subtotal	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,331	\$ 58,365
	Operations Activities:								
	Facility Rent								\$ -
	Lease Termination and other fees								\$ -
	Maintenance								\$ -
	Utilities								\$ -
	Insurance								\$ -
	IT Services								\$ -
	Telephone								\$ -
	Consultant								\$ -
	Subscriptions								\$ -
	Equipment								\$ -
	Equipment Lease								\$ -
	Drug Testing								\$ -
	Office Supplies								\$ -
	Postage								\$ -
	Operations Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	All Program Subtotal	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,339	\$ 8,331	\$ 58,365
ADMIN	Administration								
	Salaries	\$ 227	\$ 227	\$ 227	\$ 227	\$ 227	\$ 227	\$ 226	\$ 1,588
	Benefits	\$ 7	\$ 7	\$ 7	\$ 7	\$ 7	\$ 7	\$ 5	\$ 47
	Audit								\$ -
	Administration Subtotal	\$ 234	\$ 234	\$ 234	\$ 234	\$ 234	\$ 234	\$ 231	\$ 1,635
Total Budget		\$ 8,573	\$ 8,573	\$ 8,573	\$ 8,573	\$ 8,573	\$ 8,573	\$ 8,562	\$ 60,000

PROPATH, INC.
One-Stop Center - Northern Region
WIA/WIOA PERFORMANCE
Disadvantaged Adult Program, PY 2015-16

Planned New Enrollments= 200; Actual Carry-Ins= 148

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

Cumulative

I. WIOA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			PY2015-16 TOTAL
	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	
A. New Enrollments	21	41	64	75	80	100	130	160	180	190	195	200	200
B. WIA Carryovers from PY 2014-15	148	132	126	119	118	93	44	39	35	30	25	20	148
C. Total Participants Served (A+B=C)	169	173	190	194	198	193	174	199	215	220	220	220	348

II. TOTAL WIOA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	PY2015-16 TOTAL
A. WIOA Career Services	169	173	190	194	198	193	174	199	215	220	220	220	348
B. WIOA Training Services	51	52	57	58	59	58	52	60	64	66	66	66	104

III. QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	PY2015-16 TOTAL
A. Total Exits	16	25	39	41	66	115	120	128	137	146	163	178	178
A. 1. Exits of Carryovers from PY 2014-15	16	22	29	30	55	104	109	113	118	123	128	133	133
A. 2. Exits of New Enrollments of PY 2015-16	0	3	10	11	11	11	11	15	19	23	35	45	45
B. Entry into Unsubsidized Employment ¹ B=(A)*(.80) Q1 after exit	13	20	31	33	53	92	96	103	110	117	131	143	143
C. Retention in Unsubsidized Employment at six months ² C=B*(.84) Q2 and Q3 after exit	11	17	26	28	44	77	80	86	92	98	110	120	120
D. Average Earnings in six months ³ (\$16,000)	\$16,000												

¹ The WIA Performance Standard for this measure is 80% of participants who exit must be placed in the 1st quarter after exit.

² The WIA Performance Standard for this measure is 84% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.

³ The WIA Performance Standard of this measure is \$16,000 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

NOTES: 1. This Performance Matrix sets initial performance benchmarks for ProPath, Inc. during the transition as One-Stop Operator (effective January 1, 2016) and is subject to future revision/s, as needed.

2. WIOA Section 116, Performance Accountability Under Title I of the WIOA, takes effect July 1, 2016. Refer to performance chart for exit cohorts.

PROPATH, INC.
One-Stop Center - Southern Region
WIA/WIOA PERFORMANCE
Disadvantaged Adult Program, PY 2015-16

Planned New Enrollments= 200; Carry-Ins= 175

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

Cumulative

I. WIOA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			PY2015-16 TOTAL
	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	
A. New Enrollments	25	41	56	59	80	100	130	160	180	190	195	200	200
B. WIA Carryovers from PY 2014-15	175	156	142	116	104	83	53	47	41	35	29	23	175
C. Total Participants Served (A+B=C)	200	197	198	175	184	183	183	207	221	225	224	223	375

II. TOTAL WIOA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	PY2015-16 TOTAL
A. WIOA Career Services	200	197	198	175	184	183	183	207	221	225	224	223	375
B. WIOA Training Services	60	59	59	53	55	55	55	62	66	68	67	67	113

III. QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	PY2015-16 TOTAL
A. Total Exits	19	34	61	73	94	125	130	138	148	158	176	203	203
A. 1. Exits of Carryovers from PY 2014-15	19	33	59	71	92	123	128	134	140	146	152	158	158
A. 2. Exits of New Enrollments of PY 2015-16	0	1	2	2	2	2	2	4	8	12	24	45	45
B. Entry into Unsubsidized Employment ¹ B=(A)*(.80) Q1 after exit	15	27	49	58	75	100	104	111	118	126	141	162	162
C. Retention in Unsubsidized Employment at six months ² C=B*(.84) Q2 and Q3 after exit	13	23	41	49	63	84	88	93	99	106	118	136	136
D. Average Earnings in six months ³ (\$16,000)	\$16,000												

¹ The WIA Performance Standard for this measure is 80% of participants who exit must be placed in the 1st quarter after exit.

² The WIA Performance Standard for this measure is 84% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.

³ The WIA Performance Standard of this measure is \$16,000 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

NOTES: 1. This Performance Matrix sets initial performance benchmarks for ProPath, Inc. during the transition as One-Stop Operator (effective January 1, 2016) and is subject to future revision/s, as needed.

2. WIOA Section 116, Performance Accountability Under Title I of the WIOA, takes effect July 1, 2016. Refer to performance chart for exit cohorts.

PROPATH, INC.
One-Stop Center - Satellite Office (Buena Park)
WIA/WIOA PERFORMANCE
Disadvantaged Adult Program, PY 2015-16

Planned New Enrollments= 31; Actual Carry-Ins= 76

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

Cumulative

I. WIOA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			PY2015-16 TOTAL
	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	
A. New Enrollments	4	11	14	17	18	19	22	25	28	29	30	31	31
B. WIA Carryovers from PY 2014-15	76	66	60	53	43	33	23	20	18	15	13	10	76
C. Total Participants Served (A+B=C)	80	77	74	70	61	52	45	45	46	44	43	41	107

II. TOTAL WIOA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Jul-15	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	PY2015-16 TOTAL
A. WIOA Career Services	80	77	74	70	61	52	45	45	46	44	43	41	107
B. WIOA Training Services	24	23	22	21	18	16	13	14	14	13	13	12	32

III. QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	PY2015-16 TOTAL
A. Total Exits	10	18	28	38	48	58	61	64	67	70	73	77	77
A. 1. Exits of Carryovers from PY 2014-15	10	16	23	33	43	53	56	58	61	63	66	68	68
A. 2. Exits of New Enrollments of PY 2015-16	0	2	5	5	5	5	5	6	6	7	7	9	9
B. Entry into Unsubsidized Employment ₁ B=(A)*(.80) Q1 after exit	8	14	22	30	39	47	49	51	53	56	58	62	62
C. Retention in Unsubsidized Employment at six months ₂ C=B*(.84) Q2 and Q3 after exit	7	12	19	26	32	39	41	43	45	47	49	52	52
D. Average Earnings in six months ₃ (\$16,000)	\$16,000												

1 The WIA Performance Standard for this measure is 80% of participants who exit must be placed in the 1st quarter after exit.

2 The WIA Performance Standard for this measure is 84% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.

3 The WIA Performance Standard of this measure is \$16,000 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

NOTES: 1. This Performance Matrix sets initial performance benchmarks for ProPath, Inc. during the transition as One-Stop Operator (effective January 1, 2016) and is subject to future revision/s, as needed.

2. WIOA Section 116, Performance Accountability Under Title I of the WIOA, takes effect July 1, 2016. Refer to performance chart for exit cohorts.

PROPATH, INC.
One-Stop Center - South Satellite Office (SJC)
WIA/WIOA PERFORMANCE
Disadvantaged Adult Program, PY 2015-16

Planned New Enrollments= 0; Carry-Ins= 7

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

Cumulative

I. WIOA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			PY2015-16 TOTAL
	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	
A. New Enrollments													
B. WIA Carryovers from PY 2014-15	7	7	6	3	2	2	2	2	2	1	1	0	7
C. Total Enrollments (A+B=C)	7	7	6	3	2	2	2	2	2	1	1	0	7

II. TOTAL WIOA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	PY2015-16 TOTAL
A. WIOA Career Services	7	7	6	3	2	2	2	2	2	1	1	0	7
B. WIOA Training Services	2	2	2	1	1	1	1	1	0	0	0	0	2

III. QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	PY2015-16 TOTAL
A. Total Exits	0	1	4	5	5	5	5	5	6	6	7	7	7
A. 1. Exits of Carryovers from PY 2014-15	0	1	4	5	5	5	5	5	6	6	7	7	7
A. 2. Exits of New Enrollments of PY 2015-16	0	0	0	0	0	0	0	0	0	0	0	0	0
B. Entry into Unsubsidized Employment 1 B=(A)*(.80) Q1 after exit	0	1	3	4	4	4	4	4	4	5	5	6	6
C. Retention in Unsubsidized Employment at six months 2 C=B*(.84) Q2 and Q3 after exit	0	1	3	3	4	3	3	4	4	4	4	5	5
D. Average Earnings in six months 3 (\$16,000)	\$16,000												

- 1 The WIA Performance Standard for this measure is 80% of participants who exit must be placed in the 1st quarter after exit.
2 The WIA Performance Standard for this measure is 84% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.
3 The WIA Performance Standard of this measure is \$16,000 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

NOTES: 1. This Performance Matrix sets initial performance benchmarks for ProPath, Inc. during the transition as One-Stop Operator (effective January 1, 2016) and is subject to future revision/s, as needed.
2. WIOA Section 116, Performance Accountability Under Title I of the WIOA, takes effect July 1, 2016. Refer to performance chart for exit cohorts.

PROPATH, INC.
Disadvantaged Adult Program, PY 2015-16

WIA PERFORMANCE (WIOA Section 506 provides that <u>WIA</u> performance measures shall apply for the first full program year after the WIOA enactment.)			
WIA PERFORMANCE MEASURE	DESCRIPTION (TEGL 17-05)	TIME PERIOD (EXIT COHORT) TO BE REPORTED	GOAL
Total Participants Served (<i>real time</i>)		07/01/15 to 06/30/16	
Entered Employment	Of those who are not employed at date of participation: # of adult participants who are <u>employed in the first quarter after the exit quarter</u> # of adult participants who exit during the quarter	10/01/14 to 09/30/15	80.00%
Employment Retention	Of those who are employed in the first quarter after the exit quarter: # of adult participants who are employed in <u>both</u> <u>the second and third quarters after the exit quarter</u> # of adult participants who exit during the quarter	04/01/14 to 03/31/15	84.00%
Average Earnings	Of those adult participants who are employed in the first, second, and third quarters after the exit quarter: Total earnings in the second plus the total earnings in the third quarters after the exit quarter # of adult participants who exit during the quarter	04/01/14 to 03/31/15	\$16,000.00

Important Information on WIOA Performance

WIOA PERFORMANCE 1. WIOA Section 116, Performance Accountability Under Title I of the WIOA, takes effect July 1, 2016. 2. Local WIOA performance levels will be established following completion of negotiation process with the State before the start of that program year. 3. Considering the WIOA performance reporting time periods, Contractor shall be cognizant of the need to incorporate strategies for recruiting and service provision (including timelines) in PY 2015-16 critical to the smooth transition from WIA to WIOA performance.		
WIOA PERFORMANCE MEASURE	DESCRIPTION [WIOA Section 116, 20 CFR 677.155(d)]	TIME PERIOD (EXIT COHORT) TO BE REPORTED
Total Participants Served (<i>real time</i>)		07/01/15 to 06/30/16
Employment Rate (2nd Quarter After Exit)	Percentage of participants who are in unsubsidized employment, during the second quarter after exit from the program.	07/01/15 to 06/30/16
Credential Rate	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.	07/01/15 to 06/30/16
Median Earnings	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	07/01/15 to 06/30/16
Employment Rate (4th Quarter After Exit)	Percentage of participants who are in unsubsidized employment, during the fourth quarter after exit from the program.	01/01/15 to 12/31/15
Measurable Skills Gains	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.	07/01/16 to 06/30/17
Employer Effectiveness	Effectiveness in serving employers, based on indicators developed as required by Section 116(b)(2)(iv) of WIOA.	Indicators not developed yet.

PROPATH, INC.
One-Stop Center - Northern Region
WIA/WIOA PERFORMANCE
Dislocated Worker Program, PY 2015-16

Planned New Enrollments= 275; Carry-Ins= 144

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

Cumulative

I. WIOA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			PY2015-16 TOTAL
	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	
A. New Enrollments	30	69	90	113	129	138	174	211	248	257	266	275	275
B. WIA Carryovers from PY 2014-15	144	129	117	96	92	74	43	38	34	29	24	19	144
C. Total Participants Served (A+B=C)	174	198	207	209	221	212	217	249	281	285	290	294	419

II. TOTAL WIOA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	PY2015-16 TOTAL
A. WIOA Career Services	174	198	207	209	221	212	217	249	281	285	290	294	419
B. WIOA Training Services	52	59	62	63	66	64	65	75	84	86	87	88	126

III. QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	PY2015-16 TOTAL
A. Total Exits	15	27	57	64	82	113	118	122	127	137	158	192	192
A. 1. Exits of Carryovers from PY 2014-15	15	27	48	52	70	101	106	110	115	120	125	130	130
A. 2. Exits of New Enrollments of PY 2015-16	0	0	9	12	12	12	12	12	12	17	33	62	62
B. Entry into Unsubsidized Employment 1 B=(A)*(.82) Q1 after exit	12	22	47	52	67	92	96	100	104	112	129	157	157
C. Retention in Unsubsidized Employment at six months 2 C=B*(.88) Q2 and Q3 after exit	11	19	41	46	59	81	85	88	92	99	114	138	138
D. Average Earnings in six months 3 (\$19,800)	\$19,800												

1 The WIA Performance Standard for this measure is 82% of participants who exit must be placed in the 1st quarter after exit.

2 The WIA Performance Standard for this measure is 88% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.

3 The WIA Performance Standard of this measure is \$19,800 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

NOTES: 1. This Performance Matrix sets initial performance benchmarks for ProPath, Inc. during the transition as One-Stop Operator (effective January 1, 2016) and is subject to future revision/s, as needed.

2. WIOA Section 116, Performance Accountability Under Title I of the WIOA, takes effect July 1, 2016. Refer to performance chart for exit cohorts.

PROPATH, INC.
One-Stop Center - Southern Region
WIA/WIOA PERFORMANCE
Dislocated Worker Program, PY 2015-16

Planned New Enrollments= 275; Carry-Ins= 227

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

Cumulative

I. WIOA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			PY2015-16 TOTAL
	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	
A. New Enrollments	27	57	75	84	115	138	174	211	248	257	266	275	275
B. WIA Carryovers from PY 2014-15	227	204	179	152	126	98	68	61	53	45	38	30	227
C. Total Participants Served (A+B=C)	254	261	254	236	241	236	242	272	300	302	304	305	502

II. TOTAL WIOA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	PY2015-16 TOTAL
A. WIOA Career Services	254	261	254	236	241	236	242	272	300	302	304	305	502
B. WIOA Training Services	76	78	76	71	72	71	73	81	90	91	91	92	151

III. QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	PY2015-16 TOTAL
A. Total Exits	23	50	80	109	137	167	174	182	192	206	232	266	266
A. 1. Exits of Carryovers from PY 2014-15	23	48	75	101	129	159	166	174	182	189	197	204	204
A. 2. Exits of New Enrollments of PY 2015-16	0	2	5	8	8	8	8	8	10	17	35	62	62
B. Entry into Unsubsidized Employment ₁ B=(A)*(.82) Q1 after exit	19	41	66	89	112	137	143	149	157	169	190	218	218
C. Retention in Unsubsidized Employment at six months ₂ C=B*(.88) Q2 and Q3 after exit	17	36	58	79	99	120	126	131	138	149	167	192	192
D. Average Earnings in six months ₃ (\$19,800)	\$19,800												

1 The WIA Performance Standard for this measure is 82% of participants who exit must be placed in the 1st quarter after exit.

2 The WIA Performance Standard for this measure is 88% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.

3 The WIA Performance Standard of this measure is \$19,800 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

NOTES: 1. This Performance Matrix sets initial performance benchmarks for ProPath, Inc. during the transition as One-Stop Operator (effective January 1, 2016) and is subject to future revision/s, as needed.
2. WIOA Section 116, Performance Accountability Under Title I of the WIOA, takes effect July 1, 2016. Refer to performance chart for exit cohorts.

PROPATH, INC.
One-Stop Center - Satellite Office (Buena Park)
WIA/WIOA PERFORMANCE
Dislocated Worker Program, PY 2015-16

Planned New Enrollments= 36; Carry-Ins= 106

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

Cumulative

I. WIOA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			PY2015-16 TOTAL
	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	
A. New Enrollments	17	34	38	39	15	18	23	28	32	34	35	36	36
B. WIA Carryovers from PY 2014-15	106	95	83	71	65	52	32	28	25	21	18	14	106
C. Total Participants Served (A+B=C)	123	129	121	110	80	70	55	56	57	55	53	50	142

II. TOTAL WIOA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	PY2015-16 TOTAL
A. WIOA Career Services	123	129	121	110	80	70	55	56	57	55	53	50	142
B. WIOA Training Services	37	39	36	33	24	21	16	17	17	17	16	15	43

III. QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	PY2015-16 TOTAL
A. Total Exits	11	23	38	46	59	79	83	86	90	93	97	103	103
A. 1. Exits of Carryovers from PY 2014-15	11	23	35	41	54	74	78	81	85	88	92	95	95
A. 2. Exits of New Enrollments of PY 2015-16	0	0	3	5	5	5	5	5	5	5	5	8	8
B. Entry into Unsubsidized Employment ₁ B=(A)*(.82) Q1 after exit	9	19	31	38	48	65	68	71	74	77	79	85	85
C. Retention in Unsubsidized Employment at six months ₂ C=B*(.88) Q2 and Q3 after exit	8	17	27	33	43	57	60	62	65	67	70	75	75
D. Average Earnings in six months ₃ (\$19,800)	\$19,800												

1 The WIA Performance Standard for this measure is 82% of participants who exit must be placed in the 1st quarter after exit.

2 The WIA Performance Standard for this measure is 88% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.

3 The WIA Performance Standard of this measure is \$19,800 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

NOTES: 1. This Performance Matrix sets initial performance benchmarks for ProPath, Inc. during the transition as One-Stop Operator (effective January 1, 2016) and is subject to future revision/s, as needed.

2. WIOA Section 116, Performance Accountability Under Title I of the WIOA, takes effect July 1, 2016. Refer to performance chart for exit cohorts.

PROPATH, INC.
One-Stop Center - South Satellite Office (SJC)
WIA/WIOA PERFORMANCE
Dislocated Worker Program, PY 2015-16

Planned New Enrollments= 0; Carry-Ins= 7

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

Cumulative

I. WIOA ENROLLMENTS	FIRST QUARTER			SECOND QUARTER			THIRD QUARTER			FOURTH QUARTER			PY2015-16 TOTAL
	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	
A. New Enrollments													
B. WIA Carryovers from PY 2014-15	7	6	6	6	6	5	2	2	2	1	1	0	7
C. Total Enrollments (A+B=C)	7	6	6	6	6	5	2	2	2	1	1	0	7

II. TOTAL WIOA ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	PY2015-16 TOTAL
A. WIOA Career Services	7	6	6	6	6	5	2	2	2	1	1	0	7
B. WIOA Training Services	2	2	2	2	2	1	1	1	0	0	0	0	2

III. QUARTERLY EXIT PERFORMANCE INDICATORS	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	PY2015-16 TOTAL
A. Total Exits	1	1	1	1	2	5	5	5	6	6	7	7	7
A. 1. Exits of Carryovers from PY 2014-15	1	1	1	1	2	5	5	5	6	6	7	7	7
A. 2. Exits of New Enrollments of PY 2015-16	0	0	0	0	0	0	0	0	0	0	0	0	0
B. Entry into Unsubsidized Employment ₁ B=(A)*(.82) Q1 after exit	1	1	1	1	2	4	4	4	5	5	5	6	6
C. Retention in Unsubsidized Employment at six months ₂ C=B*(.88) Q2 and Q3 after exit	1	1	1	1	2	4	4	4	4	4	5	5	5
D. Average Earnings in six months ₃ (\$19,800)	\$19,800												

1 The WIA Performance Standard for this measure is 82% of participants who exit must be placed in the 1st quarter after exit.

2 The WIA Performance Standard for this measure is 88% of the participants who were placed and must still be employed in the 2nd and 3rd quarter after exit.

3 The WIA Performance Standard of this measure is \$19,800 average earnings for participants employed Q1 after exit (Q2 & Q3 post exit earnings).

NOTES: 1. This Performance Matrix sets initial performance benchmarks for ProPath, Inc. during the transition as One-Stop Operator (effective January 1, 2016) and is subject to future revision/s, as needed.

2. WIOA Section 116, Performance Accountability Under Title I of the WIOA, takes effect July 1, 2016. Refer to performance chart for exit cohorts.

PROPATH, INC.
Dislocated Worker Program, PY 2015-16

WIA PERFORMANCE (WIOA Section 506 provides that <u>WIA</u> performance measures shall apply for the first full program year after the WIOA enactment.)			
WIA PERFORMANCE MEASURE	DESCRIPTION (TEGL 17-05)	TIME PERIOD (EXIT COHORT) TO BE REPORTED	GOAL
Total Participants Served (real time)		07/01/15 to 06/30/16	
Entered Employment	Of those who are not employed at date of participation: # of adult participants who are employed in the first quarter after the exit quarter # of adult participants who exit during the quarter	10/01/14 to 09/30/15	82.00%
Employment Retention	Of those who are employed in the first quarter after the exit quarter: # of adult participants who are employed in both the second and third quarters after the exit quarter # of adult participants who exit during the quarter	04/01/14 to 03/31/15	88.00%
Average Earnings	Of those adult participants who are employed in the first, second, and third quarters after the exit quarter: Total earnings in the second plus the total earnings in the third quarters after the exit quarter # of adult participants who exit during the quarter	04/01/14 to 03/31/15	\$19,800.00

Important Information on WIOA Performance

WIOA PERFORMANCE 1. WIOA Section 116, Performance Accountability Under Title I of the WIOA, takes effect July 1, 2016. 2. Local WIOA performance levels will be established following completion of negotiation process with the State before the start of that program year. 3. Considering the WIOA performance reporting time periods, Contractor shall be cognizant of the need to incorporate strategies for recruiting and service provision (including timelines) in PY 2015-16 critical to the smooth transition from WIA to WIOA performance.		
WIOA PERFORMANCE MEASURE	DESCRIPTION [WIOA Section 116, 20 CFR 677.155(d)]	TIME PERIOD (EXIT COHORT) TO BE REPORTED
Total Participants Served (real time)		07/01/15 to 06/30/16
Employment Rate (2nd Quarter After Exit)	Percentage of participants who are in unsubsidized employment, during the second quarter after exit from the program.	07/01/15 to 06/30/16
Credential Rate	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.	07/01/15 to 06/30/16
Median Earnings	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	07/01/15 to 06/30/16
Employment Rate (4th Quarter After Exit)	Percentage of participants who are in unsubsidized employment, during the fourth quarter after exit from the program.	01/01/15 to 12/31/15
Measurable Skills Gains	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.	07/01/16 to 06/30/17
Employer Effectiveness	Effectiveness in serving employers, based on indicators developed as required by Section 116(b)(2)(iv) of WIOA.	Indicators not developed yet.

ProPath, Inc.
WIOA PERFORMANCE
Southern Region (Irvine)
Universal Services, PY 2015-16

Note: Numbers are not cumulative

NUMBER OF VISITORS	FIRST QUARTER*	SECOND QUARTER*	THIRD QUARTER	FOURTH QUARTER	PY 2015-16 TOTAL
Unique Count	1,163	1,050	993	994	4,200

Repeat Visitors	8,449	11,000	12,026	12,025	43,500
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ProPath, Inc.
WIOA PERFORMANCE
Northern Region (Garden Grove)
Universal Services, PY 2015-16

Note: Numbers are not cumulative

NUMBER OF VISITORS	FIRST QUARTER*	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER	PY 2015-16 TOTAL
Unique Count	1,249	1,100	1,025	1,026	4,400

Repeat Visitors	9,102	11,500	12,699	12,699	46,000
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* Actual numbers as of 9/30/15

ProPath, Inc.
WIOA PERFORMANCE
Satellite Center (Buena Park)
Universal Services, PY 2015-16

Note: Numbers are not cumulative

NUMBER OF VISITORS	FIRST QUARTER*	SECOND QUARTER*	THIRD QUARTER	FOURTH QUARTER	PY 2015-16 TOTAL
Unique Count	1,422	750	414	414	3,000

Repeat Visitors	2,314	2,600	2,743	2,843	10,500
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ProPath, Inc.
WIOA PERFORMANCE
Business Services, PY 2015-16

I. BUSINESSES	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER	PY 2014-15 TOTAL
Provide substantial and Qualifying Business Services to 50 unique businesses/employers (can include nonprofit and municipal organizations) per quarter, resulting in a minimum of 200 unique and substantive employer relationships for FY 15-16.	50	50	50	50	200
Reporting Requirements:	Contractor shall deliver monthly reports detailing the service provided to businesses with the associated outcomes. The report format will be provided by County to Contractor. The report will be due on the 20th, or the first business day thereafter, of each month.				

II. JOB FAIRS	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER	PY 2014-15 TOTAL
A. Job Fairs	1	1	2	1	5
B. Businesses at each job fair	50	50	100	50	250
C. Job fair attendees	500	500	1000	500	2500
D. Business job fair satisfaction surveys received	20	20	40	20	100
E. Participant job fair satisfaction surveys received	100	100	200	100	500
Reporting Requirements:	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.				

III. Partnership Development	<ul style="list-style-type: none"> • Collaborate with the Big 5 Orange County cities in special projects (i.e. Green Team, etc). • Continue to develop the partnership and onsite services with the City of Huntington Beach. • Continue to develop the partnership with the City of Placentia. • Develop a portfolio of potential partners for grant opportunities in workforce development, training projects, industry specific projects and employer driven training projects. 				
Reporting Requirements:	Contractor shall deliver monthly reports detailing activities and the associated outcomes. The report format will be provided by County to Contractor. The report will be due on the 20th, or the first business day thereafter, of each month.				

REGULAR SCSEP PERFORMANCE MEASURES/GOALS, PY 2015-16 ProPath, Inc. One-Stop Center		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Modified Positions	Total number of modified positions	65
Service Level	The number of participants who are active on the last day of the reporting period or who exited during the reporting period divided by the number of modified community service positions (Enroll 101% of 68=69)	157.4%
Community Service	The number of hours of community service in the reporting period divided by the number of hours of community service funded by the grant minus the number of paid training hours in the reporting period	81.7%
Entered Employment	Of those not employed at the time of participation, the number of participants employed in the first quarter after the exit quarter divided by the number of participants who exit during the quarter	39.8%
Employment Retention	Of those participants who are employed in the first quarter, the number employed in both the second and third quarters after the exit quarter divided by the number of participants who exit during the quarter	75.7%
Average Earnings	Of those participants who are employed in the first, second, and third quarters after the quarter of program exit, total earnings in the second and third quarters after the exit quarter, divided by the number of exiters during the period	\$8,867
Service to Most in Need	Average number of barriers per participant. The total number of the following characteristics: severe disability, frail; age 75 or older, old enough for but not receiving SS Title II, severely limited employment prospects and living in an area of persistent unemployment, limited English proficiency, low literacy skills, disability, rural, veterans, low employment prospects, failed to find employment after using WIA Title I, and homeless or at risk of homelessness divided by the number of participants who are active on the last day of the reporting period or who exited during the reporting period	2.57

ADDITIONAL PERFORMANCE MEASURES/GOALS		
MEASURE	DESCRIPTION	PERFORMANCE GOALS
Retention at 1 year	Of those participants who are employed in the first quarter after the exit quarter: the number of participants who are employed in the fourth quarter after the exit quarter divided by the number of participants who exit during the quarter	Actual for PY 2015
Customer Satisfaction	Average ACSI for employers Average annual ACSI for participants Annual average ACSI for host agencies ACSI (American Customer Satisfaction Index)	As prescribed by the state

ProPath, Inc.
One-Stop Center - Northern Region
PERFORMANCE
OC4VETS Project, PY 2015-16

I. TYPES OF SERVICES		TOTAL
A. Job Support/Job Development <i>85% of those enrolled will receive employment assistance</i>		85%
B. Housing Support <i>70% of those enrolled will receive housing resources</i>		70%
C. Other Supportive Services <i>75% of those enrolled will receive other supportive service</i>		75%
II. PERFORMANCE MEASURES		TOTAL
A. Entered Employment <i>25% of those enrolled will enter unsubsidized employment during program participation</i>		25%
B. Average Wage <i>\$9.00 per hour</i>		\$9.00
C. Employment Retention 1. 90 days <i>50% of those who entered employment will retain employment a minimum of 90 days</i> 2. 180 days <i>25% of those who entered employment will retain employment a minimum of 180 days</i>		50% (90 days)
		25% (180 days)

ProPath, Inc.
WIOA PERFORMANCE
Veterans Employment Assistance Program - ADULT, PY 2015-16

Cumulative

Performance Goals	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	TOTAL
1. Total Participants ENROLLED:	0	3	5	10	15	20	20	20	20	20	20	20	20
2. Placement in Education or Training	0		3	5	10	15	20	20	20	20	20	20	20
3. Completion of Education or Training	0		0	0	0	0	1	2	4	8	12	16	16
4. Placement in Unsubsidized Employment	0		0	0	0	0	0	0	3	5	8	13	13
a. Training related			0			0			2			9	9
5. Total Participants EXITED:	0		0	0	0	0	0	0	5	10	15	20	20
a. Exit into unsubsidized employment			0			0			3			13	13
b. Other exits			0			0			2			7	7
6. Retained Employment (6 months)													10
7. Average Earnings (Annually)													\$ 15,000

ProPath, Inc.
WIOA PERFORMANCE
Veterans Employment Assistance Program - DISLOCATED WORKER, PY 2015-16

Cumulative

Performance Goals	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	TOTAL
1. Total Participants ENROLLED:	0	3	5	10	15	20	20	20	20	20	20	20	20
2. Placement in Education or Training	0		3	5	10	15	20	20	20	20	20	20	20
3. Completion of Education or Training	0		0	0	0	0	1	2	4	8	12	16	16
4. Placement in Unsubsidized Employment	0		0	0	0	0	0	0	3	5	8	13	13
a. Training related			0			0			2			9	9
5. Total Participants EXITED:	0		0	0	0	0	0	0	5	10	15	20	20
a. Exit into unsubsidized employment			0			0			3			13	13
b. Exit into advanced training			0			0			0			0	0
c. Exit into post-secondary education			0			0			0			0	0
d. Other exits			0			0			2			7	7
6. Retained Employment (6 months)													10
7. Average Earnings (Annually)													\$ 15,000

DISTRICT ATTORNEY **CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS**

In order to comply with child support enforcement requirements of the County of Orange, the required contractor data and certifications must be submitted within 10 days of award notification.

Failure of the contractor to submit the data/or certifications required shall result in the contractor may be disqualified from being considered for contract award. Subsequent to issuance of the contract, failure to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earning Assignment shall constitute a material breach of the contract. Failure to cure breach within 60 calendar days of notice from the County shall constitute grounds for termination.

- A. In the case of an individual bidder/proposer, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B.: _____ Social Security No: _____
Residence Address: _____

- B. In the case of a bidder/proposer doing business other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity (If no individual owns an interest of 10 percent or more, indicate not applicable.):

Name: _____
D.O.B.: _____ Social Security No: _____
Residence Address: _____

Name: _____
D.O.B.: _____ Social Security No: _____
Residence Address: _____

Name: _____
D.O.B.: _____ Social Security No: _____
Residence Address: _____

**DISTRICT ATTORNEY
CHILD SUPPORT ENFORCEMENT CERTIFICATE REQUIREMENTS**

- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ 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 any contract issued pursuant to this Request for Proposal process with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

Name

Title

Authorized Signature

DRUG FREE WORKPLACE CERTIFICATION

Company/Organization Name:

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.

Official's Name

Date Executed

Executed in the County of

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.

Name

Title

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.

Grantee/Contractor Organization

Name

Title

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.

DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Type of Federal Actions: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Actions: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: Year: _____ Quarter: _____ Date of last report: _____
4. Name and Address of Reporting Entity Prime Subawardee Tier _____ if known Congressional District, if known:	5. If Reporting Entity in No. 4 is a Subawardee: Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department / Agency:	7. Federal Program Name/Description	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheets SF-LLL-A, if necessary)	10b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ Actual Planned	13. Type of Payment (check all that apply) a. retainer b. one-time free c. commission d. contingent fee e. deferred f. other specify: _____	
12. Form of Payment (check all that apply): a. cash b. in-kind: specify: nature: _____ value: _____		
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:		
15. Continuation sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
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.		Signature: _____ _____ _____ Print Name: Title: Telephone No: Date:

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMS - 0348-0046

Reporting Entity: _____

_____ Page _____ of _____

EDD INDEPENDENT CONTRACTOR 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 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 contractors. An independent Contractor 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 www.edd.ca.gov/txicr.htm.

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

First name, middle initial and last name
Social Security Number
Address
Start and expiration dates of Contract
Amount of Contract

N/A EXEMPT

 First Name & Middle Initial

 Last Name

 Social Security No.

 Contract Number

 \$
Dollar Value of Contract

 Start Date

 Expiration Date



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

Effective: July 1, 2010
Revised: April 3, 2015

PURPOSE:

This policy contains updated fiscal documentation requirements for contract reimbursement for OC Community Services. The procedures provide instructions for submitting reimbursement demand letter or invoice.

EFFECTIVE DATE:

July 1, 2010

REVISION DATE:

April 3, 2015

REFERENCES:

Executed Board of Supervisors approved contract
Budget included in contract or presented as an exhibit
OMB Circular A-21 Cost Principles for Educational Institutions
OMB Circular A-87 Cost Principles for State, Local, and Indian Tribal Governments
OMB Circular A-122 Cost Principles for Non-Profit Organizations
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.

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 OMB Circulars 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' reimbursement policy for the services described and is not intended to address every aspect of a reimbursement situation. Accordingly, OC Community Services 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 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 OMB Circular or CFR. 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, 4th 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 the following:

- Susan Long: (714) 480-6532 or Susan.Long@occr.ocgov.com
- Eric Takanishi: (714) 480-6531 or Eric.Takanishi@occr.ocgov.com



STEVE FRANKS
DIRECTOR
OC COMMUNITY RESOURCES

JENNIFER HAWKINS, DVM
DIRECTOR
OC ANIMAL CARE

KAREN ROPER
DIRECTOR
OC COMMUNITY SERVICES

STACY BLACKWOOD
DIRECTOR
OC PARKS

HELEN FRIED
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

One Stop

Authorized Signature Form

Contractor: ProPath, Inc

The documents identified below required authorized signatures for execution, processing and payment. Complete this form, entering the names and signatures of persons authorized to sign the documents. Notification of any changes in authorized signatures is the responsibility of the Contractor. Changes without prior notification by the vendor may cause delay in processing agreements or payments.

Document	Print/Type Name	Signature	Date
Contracts and Amendments (2 signatures are required if corporation)			
Budget Line Item Modifications (without total funding increase or decrease)			
Invoices/Vouchers			

Note: Authorized signatures for corporations: Requirement of two signatures 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. Contract authorization must be given by action of the governing board of the organization or legal owners. Please attach copies of minutes/bylaws or statement granting such authorization. For contractors that are not corporations, a person who has the authority to bind the contractor to a contract.



COMMUNITY INVESTMENT
DIVISION

1300 SOUTH GRAND
BLDG. B, THIRD FLOOR
SANTA ANA, CA 92705
PHONE: 714.480.6500
FAX: 714.834.7132



OC Community Services