



FOURTH AMENDMENT  
TO CONTRACT NO. 20-28-0073-OSO  
FOR THE PROVISION OF  
WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
ONE-STOP OPERATOR SERVICES  
BETWEEN COUNTY OF ORANGE  
AND  
AMERICA WORKS OF CALIFORNIA, INC.

This Amendment to Contract No.20-28-0073-OSO (as amended “Contract”), hereinafter referred to as “Fourth Amendment,” is made and entered into or upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County” and America Works of California, Inc., D-U-N-S No. 788624315, a California for-profit corporation, with a place of business at 228 East 45<sup>th</sup> Street, 16<sup>th</sup> floor, New York, NY 10017, hereinafter referred to as “Subrecipient,” with County and Subrecipient sometimes referred to as “Party,” or collectively as “Parties.”

**RECITALS:**

**WHEREAS,** The Board of Supervisors approved Contract No. 20-28-0073-OSO (hereinafter referred to as “Contract”) with America Works of California, Inc., for the provision of WIOA One-Stop Operator Services on June 23, 2020, with an approved allocation of \$1,500,000 and an additional \$150,000 available incentive for Pay for Performance and services commencing July 1, 2020 through June 30, 2021; and

**WHEREAS,** the Parties executed First Amendment to the Contract to renew the WIOA One-Stop Operator contract for an additional one year period beginning July 1, 2021 through June 30, 2022 with an annual maximum obligation of \$1,100,000 and an additional \$110,000 available incentive for Pay for Performance and replace Attachment A Scope of Services with Attachment A-1, replace Attachment B Payment Compensation with Attachment B-1, replace Attachment C Budget Schedule with Attachment C-1, replace Attachment D Staffing Plan with Attachment D-1, replace Attachment E Performance Standards with Attachment E-1 and replace Attachment F – Federal Award Identification Information with Attachment F-1; and

**WHEREAS,** the Parties executed Second Amendment to the Contract to update the Contract address to ***228 East 45<sup>th</sup> Street, 16<sup>th</sup> Floor, New York, NY 10017*** and amend Paragraph 32 – Notices of the Contract; and to replace Attachment E-1 Performance Standards with Attachment E-2 and replace Attachment F-1 – Federal Award Identification Information with Attachment F-2; and

**WHEREAS**, the Parties executed Third Amendment to the Contract to update and replace Attachment A-1 Scope of Services with Attachment A-2; and

**WHEREAS**, the County now desires to amend the Contract, for the term of July 1, 2021 through June 30, 2022, to increase the Contract in the amount of \$201,500, for a new maximum obligation of \$1,301,500 and increase the Pay for Performance incentive to \$130,150, and replace Attachment B-1 Payment/Compensation and replace with Attachment B-2, replace Attachment C-1 Budget Schedule with Attachment C-2, replace Attachment E-2 Performance Standards with Attachment E-3, and replace Attachment F-2 – Federal Award Identification Information with Attachment F-3; and

**WHEREAS**, the County also desires to renew the WIOA One-Stop Operator contract for an additional one year period beginning July 1, 2022 through June 30, 2023 with an annual maximum obligation of \$2,000,000 and an additional \$200,000 available incentive for Pay for Performance and replace Attachment A-2 Scope of Services with Attachment A-3, replace Attachment B-2 Payment Compensation with Attachment B-3, replace Attachment C-2 Budget Schedule with Attachment C-3, replace Attachment D-1 Staffing Plan with Attachment D-2, replace Attachment E-3 Performance Standards with Attachment E-4 and replace Attachment F-3 Federal Award Identification Information with Attachment F-4; and

**WHEREAS**, the County Board of Supervisors has authorized the County Procurement Officer or Deputized designee to enter into this Fourth Amendment to the Contract for WIOA Title I One-Stop Operator Services with the Subrecipient to carry out certain program services and activities for Fiscal Year 2022-2023.

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

For the applicable time period July 1, 2021 through June 30, 2022:

1. Amend to increase the Contract in the amount of \$201,500 for a new maximum obligation of \$1,301,500 and increase the Pay for Performance incentive amount to \$130,150.
2. Attachment B-1 Payment Compensation is hereby replaced with Attachment B-2.
3. Attachment C-1 Budget Schedule is hereby replaced with Attachment C-2.
4. Attachment E-2 Performance Standards is hereby replaced with Attachment E-3.
5. Attachment F-2 Federal Award Identification Information is hereby replaced with Attachment F-3.

For the applicable time period July 1, 2022 through June 30, 2023:

6. Amend to renew the Contract by extending its term for an addition year beginning July 1, 2022 through June 30, 2023, with an annual maximum obligation of \$2,000,000 and an additional \$200,000 available for the Pay for Performance incentive.

**Attachment B**

7. For the time period, July 1, 2022 through June 30, 2023, Attachment A-3 shall be operative and shall supersede Attachment A-2 Scope of Services.
8. For the time period, July 1, 2022 through June 30, 2023, Attachment B-3 shall be operative and shall supersede Attachment B-2 Payment Compensation.
9. For the time period, July 1, 2022 through June 30, 2023, Attachment C-3 shall be operative and shall supersede Attachment C-2.
10. For the time period, July 1, 2022 through June 30, 2023, Attachment D-2 shall be operative and shall supersede Attachment D-1 Staffing Plan.
11. For the time period, July 1, 2022 through June 30, 2023, Attachment E-4 shall be operative and shall supersede Attachment E-3 Performance Standards.
12. For the time period, July 1, 2022 through June 30, 2023, Attachment F-4 shall be operative and shall supersede Attachment F-3 Federal Award Identification Information.
13. Except as otherwise expressly set forth herein, all terms and conditions contained in the Contract, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

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

\*AMERICA WORKS OF CALIFORNIA, INC.

By: Lee Bowes  
Name: Lee Bowes  
Title: CEO  
Dated: 4/20/2022

By: Mark Mackler  
Name: Mark Mackler  
Title: CFO  
Dated: 4/29/2022

\*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  
COUNTY AUTHORIZED SIGNATURE:

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Elsa C. Rivera, DPA  
OC Community Resources

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL

By: John Cleveland John Cleveland Dated: 4/20/2022  
DEPUTY COUNTY COUNSEL



## PAYMENT/COMPENSATION

### America Works of California, Inc. One-Stop Operator July 1, 2021 – June 30, 2022

#### 1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to \$1,301,500 for 12-months (July 1, 2021 – June 30, 2022), with an additional \$130,150 available incentive for Pay for Performance as set forth in Attachment A-1 (Scope of Services) attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the Contract Maximum Obligation specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

#### 2. PAYMENTS:

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

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

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

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

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

### **3. PAYMENT TERMS:**

An invoice for the reimbursement of costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Subrecipient shall reference Contract number on invoice. Payment will be net 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rest with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when services do not meet the Contract requirements and/or are not eligible for reimbursement or allowable costs under WIOA and all applicable laws, regulations,

and requirements set forth in Paragraph 68 (Compliance with Law – Contract) of this Contract.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

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

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

**4. INVOICING INSTRUCTIONS:**

The Subrecipient will provide an invoice on Subrecipient’s letterhead for services rendered. Each invoice will have a number and will include in the Demand Letter/Invoice the following information:

- A. Subrecipient’s name and address
- B. Subrecipient’s remittance address (if different from A)
- C. Name of County Agency/Department
- D. County Contract Number
- E. Master Agreement (MA) Number
- F. Delivery Order (DO) Number
- G. Service Date(s) – Month of Service
- H. Deliverables/Service description (in accordance with Attachment A-1)
- I. Subrecipient’s Federal Tax I.D. number
- J. Total Invoice Amount



## BUDGET SCHEDULE

### America Works of California, Inc. One-Stop Operator July 1, 2021 – June 30, 2022

1. This total amount to be funded under this Contract for One-Stop Operator Services shall not exceed \$1,301,500 and an additional \$130,150 available incentive for Pay for Performance. Each project description and corresponding budget under this Contract shall be mutually determined and agreed upon by County and Subrecipient. Project descriptions shall be in Attachment B-1; herein and corresponding project budgets shall be listed in Attachment C-2 herein.

2. Subrecipient's Budget:

<b>ONE-STOP OPERATOR</b>	
Direct Program	\$1,171,350
Indirect Cost	\$130,150
<b>Total Contract</b>	<b>\$1,301,500</b>
Pay for Performance	\$130,150

3. Subrecipients of WIOA funds are not required to claim indirect costs (to include administrative cost), however, in this contract the administrative costs are capped at 10%.
4. Budgets contained in Attachment C-2 of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2021 invoices, a detailed budget must be submitted to the County office for approval. Budget templates will be provided by the County. Invoices shall be submitted based upon these detailed budgets.
5. Subrecipient may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request form provided by Contract Administrator. Subrecipient must include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Subrecipient shall obtain written approval of any Budget/Staffing Modification Request(s) from Contract Administrator prior to implementation by Subrecipient.
6. In support of the monthly invoice, Subrecipient shall submit monthly Expenditure Reports and support documentation on a form acceptable to, or provided by, the Contract Administrator and will report actual costs.
7. Subrecipients of WIOA funds are not required to claim indirect costs (to include administrative cost), however, if indirect and/or administrative costs are claimed, subrecipients must have an indirect cost rate approved by their cognizant agency, an approved cost allocation plan, or elect to use the 10% de



minimis rate. De minimis Rate – In place of calculating a rate, a de minimis rate of 10% of the Modified Total Direct Costs (MTDC) can be used.

8. Subrecipients that will claim indirect costs and have a federally approved indirect cost rate agreement(s) with their cognizant agency must submit a copy of the entity's approval letter or cost allocation plan with during the contract negotiation period, or as soon as the indirect cost rate approval documentation is received from the cognizant agency. After the County has received proper documentation to substantiate cognizant agency approval of indirect costs or a cost allocation plan, the County will send the subrecipient a letter of acknowledgement and approval.
9. Subrecipients that have not previously established an indirect cost rate, must either opt to use the 10% de minimis rate with a negotiated and approved indirect cost rate proposal or cost allocation plan. The County may use the 10% de minimis rate for indirect cost to serve as the predetermined rate. The predetermined rate is a rate that is established for a current or future period, which is in most cases not subject to adjustment.
10. Failure to provide or negotiate a proposed indirect cost rate can lead to disallowance of indirect costs and/or other remedies of noncompliance (Uniform Guidance 200.207 and 200.338).
11. If a subrecipient does not have a prior approved indirect cost rate or cost allocation plan from their cognizant agency, an approved de minimis rate of 10%, or only receives federal funds as a subrecipient, the subrecipient must request approval of indirect costs from the County of Orange.
12. A subrecipient requiring approval of indirect costs by the County must develop and submit its indirect cost rate proposal to the County immediately after the organization is advised that an award will be made.



## PERFORMANCE STANDARDS

### America Works of California, Inc. One-Stop Operator July 1, 2021 – June 30, 2022

Percentage goals identified below may be based on expectations identified in the One-Stop Center(s) performance standards. Pay for performance incentives will be paid at the end of the Contract term according to the normal invoice procedures. Examples:

Example 1: If the goal is to achieve 80% of the participants to successfully complete a measurable skills gain (i.e. certification), when the goal is exceeded at 95% at the end of the Contract term, the Subrecipient will receive 50% of the \$21,691 allotted for the service category at a total amount of \$10,845.

Example 2: 1000 participant surveys distributed; 600 participant surveys received, and 582 participant surveys rated satisfactory or better therefore the overall rate is 97%, the Subrecipient will receive 50% of the \$21,691 allotted for this service category at a total amount of \$10,845.

Goal	Measures	Based on those who	Formula (/ is divided by, - is minus)	Source (How the measure will be tracked)	Pay Ratio (% of performance payment earned)
80%	Measurable Skills Gain (as defined by WIOA)	.... Are active yearly in education or training	# participants who make a skill gain utilizing the OC One-Stop center training	Detailed report, Services provided Individuals, actual begin date /# active participants. Does not capture carry overs	0% - 79% = \$0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount \$21,691
90%	Participant Satisfaction Rate	..... complete the One-Stop customer satisfaction survey	Survey matrix % of all received surveys (min of 1000)	Survey results. Minimum of 1000 surveys. One survey per customer	0% - 79% = \$0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount \$21,691
90%	Business Satisfaction Rate	..... complete the employer satisfaction survey	Survey matrix % of all received surveys (min of 300)	Survey results. Minimum of 300 surveys. One survey per employer	0% - 79% = \$0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount \$21,691
90%	One-Stop Partner Satisfaction Rate	..... complete the One-Stop partner satisfaction survey	Survey matrix % of all received surveys (min of 20)	Survey results. Minimum of 20 surveys. One survey per One-Stop partner	0% - 79% = \$0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount \$21,691
100%	WIOA One-Stop Mandatory co-located (WIOA 17 Required Partners) and paying into to the GG One-Stop Center	--- based on mandatory sub-lease agreements	One-Stop Sub-lease agreements from each mandatory co-located partner.	One-Stop MOU, Infrastructure Agreements and Subleases.	0% - 79% = \$0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount \$21,691
100%	WIOA One-Stop Mandatory co-located partners' Satisfaction Rate	--- complete One-Stop Mandatory Co-Located Partner satisfaction survey	Survey matrix % of all received surveys (min of 17)	Survey results. Minimum of 17 surveys. One survey per One-Stop Mandatory Co-Located Partner.	0% - 79% = \$0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount \$21,691



## FEDERAL AWARD IDENTIFICATION INFORMATION

The General Program Requirements were designed to provide the framework where the Contractor will provide Regional Workforce Services identified in this attachment.

### I. GOVERNANCE

Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of the Workforce Innovation and Opportunity Act (WIOA), County of Orange, Orange County Workforce Development Board (OCWDB) Policies, and Orange County Regional and Unified Local Plan 2017-2021.

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

### II. GOVERNANCE REFERENCES

- A. Workforce Investment Act/Workforce Innovation and Opportunity Act - Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules/WIOA 20CFR Part 676,677and 678.
- B. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules/WIOA 20CFR Part 676,677and 678.
- C. Additional state and federal agencies that provide funding to the County of Orange/OC Community Resources/OC Community Services/Community Investment Division that may be incorporated herein.
- D. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIOA.
- E. Actions, directives, and policy and procedures issued by OC Community Resources/OC Community Services/Community Investment Division/Orange County Workforce Development Board (OCWDB) or staff relevant to this CONTRACT, specifically Management Information System (MIS) Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.
- F. County of Orange policies, as applicable.
- G. In accordance with the requirements of 2 CFR 200.330 (Subrecipient and Contractor determination) and for the purpose of this Contract, America Works of California, Inc. is determined to be a Subrecipient.

## III. FEDERAL AWARD IDENTIFICATION

FAIN INFORMATION	
<b>A.</b>	Subrecipient Name: America Works of California, Inc.
<b>B.</b>	Subrecipient's Unique Identifier (D-U-N-S): 78-862-4315
<b>C.</b>	Federal Award Identification Number (FAIN): See Table F
<b>D.</b>	Federal Award Date: See Table F
<b>E.</b>	Subaward Period of Performance: July 1, 2021 – June 30, 2022
<b>F.</b>	Total Amount of Federal Funds Obligated by the Action: \$1,431,650

CFDA	FAIN	Award Date	Formula Funds	Amount
17.258	AA-34757-20-55-A-6	07/01/20-06/30/22	Adult Formula Rd 1-201	\$624,720
17.258	AA-34757-20-55-A-6	07/01/20-06/30/22	Dislocated Worker Rd 1-501	\$676,780
TOTAL:				\$1,301,500

CFDA	FAIN	Award Date	Formula Funds	Amount
17.258	TBD	07/01/21-06/30/23	Adult Program	TBD
17.258	TBD	07/01/21-06/30/23	Dislocated Worker	TBD
TOTAL:				TBD

CFDA	FAIN	Award Date	Formula Funds	Amount
17.258	AA-34757-20-55-A-6	10/01/20-06/30/22	Adult Formula Rd 1-201	\$62,472
17.258	AA-34757-20-55-A-6	10/01/20-06/30/22	Dislocated Worker Rd 1-501	\$67,678
TOTAL:				\$130,150

CFDA	FAIN	Award Date	Formula Funds	Amount
17.258	TBD	10/01/21-6/30/23	Adult Program	TBD
17.258	TBD	10/01/21-6/30/23	Dislocated Worker	TBD
TOTAL:				TBD

<b>G.</b>	Total Amount of Federal Funds Obligated to the Subrecipient:	\$1,431,650 (\$1,301,500 funding is contingent on federal funding availability. Pay for Performance \$130,150 funding is contingent on federal funding availability and performance outcomes at the end of the contract period.)
<b>H.</b>	Total Amount of the Federal Award:	N/A

<b>I.</b>	Federal Award Project Description:	Funding to operate Orange County One-Stop Center(s) and affiliate sites.
<b>J.</b>	Federal Awarding Agency:	Department of Labor Employment and Training Administration
<b>K.</b>	Name of PTE:	Employment Development Department and County of Orange
<b>L.</b>	Contact Information for the Awarding Official:	Carma Lacy, Executive Director
	Phone Number:	(714) 480-6420
	E-mail Address:	<a href="mailto:Carma.Lacy@occr.ocgov.com">Carma.Lacy@occr.ocgov.com</a>
<b>M.</b>	CFDA Number:	See Table F
	CFDA Name:	See Table F
<b>N.</b>	Whether Award is R&D:	No
<b>O.</b>	Indirect Cost Rate for the Federal Award:	10% Cap



## **SCOPE OF SERVICES**

### **One-Stop Operator Services**

The General Program Requirements have been designed to provide the framework wherein the Subrecipient will provide services to participants. **The Workforce Investment Act (WIA)** was reauthorized on July 22, 2014 as the Workforce Innovation and Opportunity Act (WIOA). WIOA Final Rule, Training and Employment Notices (TENs), Training and Employment Guidance Letters (TEGLs), Employment Development Department (EDD) Directives, and other issued guidance by Federal of State entities, provide guidance for WIOA both statewide and for local workforce investment systems. Subrecipient will provide Title I One-Stop Operator Services (Services) for the Orange County One-Stop System.

#### **1. Governance**

Subrecipient agrees to comply, remain informed, and deliver services consistent with the provisions of the **U.S. Department of Labor, Employment and Training Administration Workforce Innovation Opportunity Act (WIOA)**, County of Orange Policies, Orange County Local Area's Strategic Four-Year Regional and Local Plans, applicable sections of the Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, negotiated Memoranda of Understanding, local, federal and state governance documents and/or any other appropriate statutes or requirements, related to the services provided in this Contract. Where local policy has not been set, Subrecipient agrees to adhere to state or federal policy, as appropriate.

#### **2. Governance References**

- A. **Workforce Innovation and Opportunity Act (WIOA)** of 2014 U.S. Department of Labor, Employment and Training Administration, 20 CFR Parts 601,651,652, et al. WIOA Final Rule, U.S. Department of Labor, Employment and Training Administration, 20 CFR Part 676,677 and 678 WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; WIOA Final Rule.
- B. Information Bulletins, Directives and any other federal and/or state guidance documents pertaining to the WIOA.
- C. Actions, directives, and policy and procedures approved by the California Employment Development Department (EDD), County of Orange (County), Orange County Development Board (OCDB) or the Orange County Community Investment Division Director of Workforce Development relevant to this contract, specifically MIS Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements.

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

Subrecipient agrees to provide management and oversight of the partnership of agencies that comprises the AJCC One-Stop System as described in the Act as well as any additional partners identified by the County, OCDB or the Orange County Community Investment Division Director of Workforce Development.

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

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

## **I. COORDINATION**

### **A. General Overview**

1. The WIOA, Pub. L. 113-128, establishes comprehensive legislation that reforms and modernizes the public workforce system. WIOA reaffirms the role of the public workforce system, and brings together and enhances several key employments, education, and training programs. It ensures that the workforce system operates as a comprehensive, integrated and streamlined system to provide pathways to prosperity for those it serves and continuously improves the quality and performance of its services.
2. In Partnership with the County and the OCDB, the County of Orange Community Investment Division oversees Orange County's workforce development activities and establishes programs in response to the workforce needs of Orange County, including labor market information, employment and training services, and business assistance. Central to the County's ability to provide services is the Orange County One-Stop Career Centers, a proud partner of America's Job Center of California (AJCC) network and young adult employment and training programs located throughout the County. The County designs and implements programs and services for businesses, adult job seekers, dislocated workers and young adults, working in close collaboration with education, business, labor, economic development and other organizations with a stake in preparing workers in Orange County to contribute to the growing economy.
3. The One-Stop Centers and affiliate locations will continue to serve as the service delivery system for programs funded under the WIOA and its partner programs. The Orange County One-Stop System is a collaboration of organizations and agencies that are responsible for the administration of workforce development, educational, social services and other human services programs and funding streams that provide assistance to clients receiving services through the Orange County One-Stop Centers.
4. **Subrecipient shall serve as the One-Stop Operator for the Orange County Development Area as outlined within this Attachment-1.** Subrecipient shall provide a comprehensive menu of programs and services as required by the WIOA.
5. To comply with the requirements of this Contract, Subrecipient shall deliver workforce development services to the One-Stop Centers, identified affiliates and specialized locations. The services shall be provided to eligible adults, dislocated workers and other designated special populations. Services that must be made available to One-Stop customers are outlined in Section III. Supportive services and training opportunities shall be funded and made available to WIOA eligible participants.
6. Subrecipient shall conform to all WIOA regulations, directives and policy guidance issued by the DOL, EDD, State, OCDB and County of Orange Workforce and Economic Development Division Director of Workforce Development during the term of this Contract.

## **II. SERVICE STANDARDS**

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

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

**Hours of Operation (Garden Grove/Virtual)**

Monday, Tuesday, Thursday, & Friday	9:00 a.m. – 6:00 p.m.
Wednesday	9:00 a.m. – 8:00 p.m.
Saturday	9:00 a.m. – 1:00 p.m.
Sunday	Closed

**Hours of Operation (South County TBD/Virtual)**

Monday, Tuesday, Thursday, & Friday	9:00 a.m. – 6:00 p.m.
Wednesday	9:00 a.m. – 8:00 p.m.
Saturday	9:00 a.m. – 1:00 p.m.
Sunday	Closed

**Hours of Operation (Los Alamitos Joint Forces Training Base)**

Monday, Tuesday, Wednesday, Thursday, & Friday	8:00 a.m. – 5:00 p.m.
Saturday & Sunday	Closed

**Hours of Operation (Theo Lacy)**

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

**Hours of Operation (Manchester Office Building)**

Monday, Tuesday, Wednesday, Thursday & Friday	9:00 a.m. – 5:00 p.m.
Saturday & Sunday	Closed

**Hours of Operation (Orangewood Foundation)**

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

**Hours of Operation (Tustin Shelter)**

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

**Hours of Operation (Mobile Unit) by appointment only**

Monday, Tuesday, Wednesday, Thursday, & Friday	9:00 a.m. – 6:00 p.m.
Saturday & Sunday	9:00 a.m. – 1:00 p.m.

2. **Holiday Operation Schedules:** Subrecipient shall ensure that arrangements are made to keep full-service delivery available throughout the year. The following County-observed holidays shall be observed; however, Subrecipient must ensure that facility is available for service providers whose Holidays\* do not coincide with County Holidays:



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

**Subrecipient shall adhere to the County calendar for specific holiday dates.**

3. **Telecommuting:** Subrecipient must submit written request with justification and must obtain written approval from the County prior to authorizing staff to telecommute under this Contract. Subrecipient must have an active and County approved Telecommute Policy and Telecommute Employee Agreement template. Subrecipient will be responsible to ensure staff possess the proper tools and/or available resources provided by the Subrecipient to support the continuation of services. In addition, Subrecipient will be responsible to ensure the services are provided within the provisions and guidelines of this Contract and WIOA regulations.

**B. AJCC Locations:**

**1. Orange County Comprehensive One-Stop Centers AJCC**

Orange County One-Stop Center - North  
7077 Oranewood Ave., Ste. 200  
Garden Grove, CA 92841

**2. South County Affiliate AJCC**

Location TBD

**3. Orange County Affiliate AJCC**

Los Alamitos Joint Forces Training Base  
11200 Lexington Dr. Bldg. 244  
Los Alamitos, CA 90720

**4. WIOA Youth Affiliate AJCC**

Manchester Office Building  
301 The City Drive S  
Orange, CA 92868

**5. Oranewood Foundation**

1575 E. 17<sup>th</sup> Street  
Santa Ana, CA 92705

**6. Orange County Specialized AJCC**

Theo Lacy Facility  
501 The City Dr. South  
Orange, CA 92868

**7. Tustin Emergency Shelter**

2345 Barranca Pkwy  
Tustin, CA 92782

**8. Orange County Mobile Unit**

(upon request and availability)

1. The County of Orange does not hold the lease agreements to the current One-Stop locations (Garden Grove and Los Alamitos). Subrecipient shall make all necessary lease arrangements to secure the location(s) and be able to perform the services under this Contract and this Attachment A-1 at the locations. If the Subrecipient is unable to secure the lease, the Subrecipient must work with the lease holder and/or owner to coordinate sublease management for infrastructure costs.
2. In addition to the providing the services described in the Contract and this Attachment A-1 in person and on-site, Subrecipient shall also make all, or portion of such services available through electronic/virtual means including but not limited to on-line, over the telephone, and through platforms identified by the County of Orange Community Investment Division, all as directed by the County.
3. Subrecipient acknowledges and agrees that the County, in its sole and absolute discretion, shall have the right to add, change, or remove One-Stop Center and other service locations. Subrecipient shall be obligated to provide any and all services described in the Contract and this Attachment A-1 (Scope of Services), or any portion thereof, including, but not limited to, staff and services at all future locations approved by the County, under the same rates, reimbursement cost structure, and terms stated in the Contract and this First Amendment. In the event the County notifies Subrecipient in writing of its intent to change the location for services, within five (5) days after such notice, Subrecipient shall begin working with the County to implement the location change and shall promptly assist the County to prepare an amendment to the Contract memorializing the change.

**C. One-Stop Operator Services**

1. Subrecipient must serve as the Operator for all One-Stop Centers, affiliates, mobile units, and specialized AJCC One-Stop location(s). The County reserves the right to move the location of the One-Stop Center(s), affiliates and specialized AJCC One-Stop location(s) to meet the needs of Orange County.
2. Comprehensive One-Stop Center(s) hours of operation shall be from 9:00 a.m. to 6:00 p.m.; Monday through Friday unless otherwise identified in Section II.A.1., excluding County observed holidays. Each Comprehensive Center shall be open until 8:00 p.m. one evening per week. One manager/supervisor must be on-site at each of the centers on days and hours that the center is open.
3. The County reserves the right to set and modify hours of operation at non-Comprehensive One-Stop Center(s) based on program demands that will most effectively serve the needs of its customers.
4. The Subrecipient must ensure service delivery is available throughout the holiday seasons. Closures are only authorized on County observed holidays. Subrecipient must ensure that

facility is available for service providers whose Holidays do not coincide with County Holidays, this includes ensuring onsite security coverage.

5. To the extent possible, Subrecipient must coordinate schedules with other partners to leverage staff time and limit overtime hours.
6. Each of the Comprehensive One-Stop Centers currently has a resource area or “resource room” containing computer workstations, equipment, and resources dedicated to the efficient and consistent provision of self-service activities. Customers shall have access to computers, printers, fax machines, copiers, and phones. There should be no limitations or restrictive use on this equipment as long as it is being used for appropriate job search activities. Additionally, space for workshops and other small group activities is available.
7. The following services are offered:
  - a. Wi-Fi connectivity to the internet;
  - b. Microsoft Office Suite;
  - c. Email capability;
  - d. Local area resource directories;
  - e. Résumé writing and cover letter templates;
  - f. Career exploration resources;
  - g. Career and skill self-assessment tools;
  - h. Career, job, and labor market information;
  - i. Career planning information; and
  - j. Information on job search, interviewing and job retention.
8. Comprehensive One-Stop Center(s) and affiliate locations must offer these opportunities and resources for their customers. Subrecipient must staff the resource room to provide labor market and job information, answer questions, and provide assistance with operating equipment and software in the resource room. Partner staff may, in part, cover the staffing of the resource room. All staff in the resource room must have the ability to provide basic information on all partner programs participating in the Comprehensive One-Stop Centers (including those partners electronically linked and/or physically located outside the Center).
9. The Subrecipient shall meet all requirements regarding Comprehensive One-Stop Centers and affiliate location in compliance with state and federal disability laws and procedures for ensuring universally accessible physical and program environments for all customers.
10. The Subrecipient’s staff is required to attend training in program access for customers with disabilities and access to employment programs and services for the disabled. Special equipment shall be available for those customers who are hearing and seeing impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. The physical layout of the room must meet ADA requirements. Periodic evaluation of the resource area should be conducted to ensure that the ability to provide efficient services is not compromised due to the volume of customers <https://www.ada.gov/pubs/adastatute08.pdf>
11. The Subrecipient will cooperate with the County in the 180-day transition process. This may include, but is not limited to, the preparation of a transition plan and cooperation with the County or other providers impacted in the transition. The transition includes the transfer of all

records, and other data in the possession, custody or control of Subrecipient required to be provided to the County either by the terms of the resulting contract or as a matter of law.

#### **D. Declared Emergency Requirements**

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

### **III. PROGRAM SERVICE EXPECTATIONS**

#### **A. Subrecipient's Role**

1. The Subrecipient's role is to ensure that services provided through the centers meet the needs of customers (business and job seeker) in an efficient and effective manner. It is critical that One-Stop operations are unified with the delivery of WIOA services, including WIOA-mandated and non-mandated partner organizations, to all interested job seekers and businesses in all One-Stop Centers. In addition, the Subrecipient shall provide management and oversight of the partnership of agencies that comprises the AJCC One-Stop system.
2. The primary goal of the Subrecipient is to create a seamless system of partners among workforce development, economic development, business, and community agencies in order to meet the needs of businesses and job seekers in the Orange County region. The Subrecipient will work closely with County staff to effectively implement an integrated system for businesses and job seekers. The Subrecipient shall ensure:
  - a. The One-Stop Centers deliver quality and timely career services to job seekers and business customers;
  - b. The One-Stop Centers provide information and access to training services;
  - c. The One-Stop Centers provide information and access to programs and activities carried out by partners as described in the applicable Memoranda of Understanding and the Operating Agreements;
  - d. All center services and outreach materials are compliant with the Americans with Disabilities Act (ADA) and Equal Employment Opportunity (EEO) guidelines; and
  - e. High levels of accountability, cost-efficiency, and innovation to maximize resources and customer satisfaction.
  - f. Its performance of all services complies with WIOA, California, County, and EDD laws, regulations, and other requirements.

**B. Responsibilities**

1. The Subrecipient is responsible for implementing and managing the AJCC One-Stop system under policies and guidelines established by the County, EDD and the USDOL. Under this component, the Subrecipient is responsible for coordinating with the County to ensure system-wide standards are achieved and utilize continuous quality improvement assessment tools to document positive change and to systemize standards and their usage across the system.
2. Each One-Stop Center shall hold or participate in partner meetings to encourage communication among partners, leverage resources, discuss the effectiveness of the Center, and create strategies to more effectively serve all customers. Some centers already have regularly scheduled partner meetings. Meetings with staff from co-located partners shall occur on a quarterly basis. The outcomes of the stakeholder meetings shall be reported in the appropriate monthly report.

**C. Site Operations and Functional Management**

1. At a minimum, the Subrecipient will do the following:
  - a. Operate the One-Stop Centers, affiliate sites, and mobile unit, as defined in WIOA legislation in a manner that is professional and inviting in appearance, with clear customer flow and courteous, professional staff, serving the range of customers – from those customers with barriers to full-time employment, to youth, to the Universal customer with established education and skills. Maintain AJCC One-Stop Center and Affiliate Certifications in accordance to EDD guidelines.
  - b. Cooperate with the One-Stop Center partners and the County to ensure the One-Stop Centers remain in compliance with ADA requirements.
  - c. Maintain operations to assure and exceed State Center certification requirements as required in current or future state, federal, and the County guidelines. Manage expenses for service provider sites including, but not limited to, internet service, utilities, furniture, technology, lease, security guards, signage, communications, tech support, interpreter, etc.
  - d. Ensure the resource area in each One-Stop Center, affiliate, and specialized AJCC One-Stop locations are adequately staffed to serve the public.
  - e. Manage data entry into the CALJOB's system and VSO Greeter.
  - f. Ensure the availability of printed materials in languages other than English.
  - g. Establish and maintain a Limited English Proficiency Plan, including services for individuals with a hearing impairment. The plan shall include on-site and over the telephone interpreter services.
  - h. Maintain hours convenient to customers and appropriate to the number of customer visits to include extended hours as necessary – especially access through the use of the internet for selected evenings.
  - i. Manage available meeting and training space and making such space available at no cost to OCDB, mandatory AJCC One-Stop co-located partners.
  - j. Cooperate with County and EDD on property management to assure space is available for partner services per MOU/Infrastructure agreement between the Subrecipient, the partners, the Chief Elected Officials, and OCDB. Use of space for full-time equivalents will be detailed in the Memorandum of Understanding which the Subrecipient will prepare, in collaboration with County, and negotiate with the mandated partners designated in WIOA and other non-mandated partners.
  - k. Support and promote the visibility of the AJCC One-Stop system brand, logo, and tagline for the workforce system, including using the name and logo on all paper and electronic

media pursuant to County direction and policies.

- l.** Conduct outreach activities that highlight the services of the One-Stop Centers and AJCC One-Stop workforce system to job seekers and customers seeking job advancement and training, including to such priority target groups as veterans, the unemployed, underemployed, justice-involved, persons with disabilities, persons experiencing personal barriers to employment, youth, and older workers. The Subrecipient will use specialized methods and marketing to nontraditional and hard-to-reach or –serve groups. Special emphasis will be made on targeting neighborhoods and communities in Orange County and the cities in the local workforce area with high unemployment.
  - m.** Collaborate with the County to provide outreach, recruitment activities and promote the AJCC One-Stop to educate employers, training institutions, and the general public about what services are available.
  - n.** Provide daily oversight of the One-Stop Infrastructures. Section 121(b)(1)(B) of WIOA and 20 CFR 678.400 require the following programs to be One-Stop partners:
    - WIOA Title I Programs: Adult, Dislocated Worker, and Youth formula programs; Job Corps; Youth Build; Native American programs; National Farmworker Jobs Program (NFJP);
    - Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA Title III;
    - Adult Education and Family Literacy Act (AEFLA) program authorized under Title II of WIOA;
    - Vocational Rehabilitation (VR) program authorized under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA Title IV;
    - Senior Community Service Employment Program authorized under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.);
    - Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.);
    - Trade Adjustment Assistance activities authorized under Chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.);
    - Jobs for Veterans State Grants programs authorized under Chapter 41 of Title 38, U.S.C.;
    - Employment and training activities carried out under the Community Services Block Grant (42 U.S.C. 9901 et seq.);
    - Employment and training activities carried out by the Department of Housing and Urban Development;
    - Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law);
    - Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532); Reentry Employment Opportunities (REO) programs (formally known as Reintegration of Ex-Offenders Program authorized under sec. 22 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169.
    - Temporary Assistance for Needy Families (TANF) authorized under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.) unless exempted by the Governor under § 678.405(b).
- 2.** With the exception of Native American programs established under WIOA sec. 166, all One-Stop partner programs including all programs that are funded under Title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the One-Stop

delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760.

While Native American programs are not required to contribute to infrastructure costs per WIOA 121(h)(2)(D)(iv), they are strongly encouraged to contribute as stated in Training and Employment Guidance Letters (TEGL) 17-16.

#### **D. Infrastructure Management**

1. The Subrecipient will manage the sharing and allocation of infrastructure costs between One-Stop partners and is governed by WIOA sec. 121(h), WIOA's implementing regulations, and the Federal Cost Principles contained in the Uniform Guidance at 2 CFR part 200 and USDOL's exceptions at 2 CFR part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements. Infrastructure costs are defined as non-personnel costs necessary for general American Job Center operations, including facility rentals, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the American Job Center (including planning and outreach), and may include costs associated with the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94, to support the general operation of the One-Stop center. This list is not exhaustive. The One-Stop Center's shared costs include, but are not limited to, the following: IT/Technology support, telephones, internet, resource room equipment, fax machines, copiers, scanners, language/interpreter service, security guard services, janitorial services, and other such costs. The Subrecipient shall:
  - a. Provide day to day facilities management of the One-Stop Centers occupancy and related costs for each location. Facilities management and related costs for each location will be borne by the Subrecipient, funded with WIOA funds, state AJCC Center Resource Sharing funds, and contributions collected from other partners, and will be reflected in this Contract and One-Stop Memorandum of Understanding (MOU). The County reserves the right to relocate the One-Stop Center(s), affiliate, mobile One-Stop unit(s) and satellite locations at its discretion but will include the Subrecipient in the process. The Subrecipient will also assist the OCDB in creating an MOU that governs how the partners will make services available at the One-Stop Center and identify any shared services the partners will provide.
  - b. Disclose any potential conflicts of interest arising from the relationships of the Subrecipient with training service providers or other service providers, including but not limited to, career services providers.
  - c. Coordinate services and refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services; and Orange County Local and Regional Plans.
  - d. Ensure that basic services including, but not limited to, orientations, labor market information, and resource rooms are available.
  - e. Supervise the One-Stop Center intake process and resource room to ensure coordination of service delivery of the centers.
  - f. Coordinate training room schedule and monthly training calendar.
  - g. Provide oversight of the One-Stop Centers equipment and make a recommendation to the County that support technology advancements that achieve integration and expanded service offerings in the One-Stop system. Encourage efficient use of accessible information technology to include, when possible, the use of machine-readable forms and other features

consistent with modern accessibility standards, such as section 508 Standards (36 CFR part 1194) and the Worldwide Web Consortium's Web Content Accessibility Guidance 2.0, as well as virtual services to expand the customer base and effectively deliver self-services.

## **E. Workforce Services for Specialized Populations**

### **1. Targeted Populations**

WIOA encourages workforce services targeted to persons with disabilities and individuals with barriers to employment, including individuals who receive public assistance or are otherwise low income and/or basic skills deficient. The Operator shall ensure that outreach, marketing efforts, and services shall include efforts to encourage the use of the One-Stop System to groups that need employment and training services to become more skilled and employable in the path to financial self-sufficiency.

The WIOA defines an "individual with a barrier to employment" as a member of one or more of the following populations:

- a. Displaced Homemakers;
- b. Low-Income Individuals;
- c. American Indians, Alaska Natives, and Native Hawaiians;
- d. Individuals with disabilities, including youth who are individuals with disabilities;
- e. Older individuals;
- f. Ex-Offenders;
- g. Homeless Individuals;
- h. Youth who are in or have aged out of the foster care system;
- i. Individuals who are English language learners and individuals who have low levels of literacy, and individuals facing substantial cultural barriers;
- j. Eligible migrant and seasonal farmworkers;
- k. Individuals within 2 years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act;
- l. Single parents (including single pregnant women); and
- m. Long term unemployed individuals.

## **F. Customer Flow & Referrals**

1. The County's quality of service goal is to ensure that customers served by a One-Stop Center receive assistance commensurate with their individual needs, delivered by professional staff, resulting in the satisfaction that supersedes their expectations, and acknowledging that self-sufficient employment is the goal.
2. The County recognizes that such an approach places a premium on direct interaction with well-qualified workforce professionals. The customer flow and referral process ensure that customers who are identified, or who self-attest, as needing more focused assistance will have access to in-depth services, including academic and career counseling, to aid them in attaining employment. To ensure good stewardship of limited financial resources, the Subrecipient is responsible for ensuring that customers entering the One-Stop centers receive the highest quality of customer support.
3. It is imperative that the Subrecipient emphasizes need-based differentiation in serving clients, endowing workforce professionals with the capability and duty to determine the best and most



appropriate level of service for each customer. The Subrecipient's staff shall ensure that customers entering the One-Stop Centers receive the appropriate services and referrals.

4. All One-Stop Center customers shall have access to and be encouraged to utilize Basic services. Customers who enter the One-Stop Center to receive assistance with an unemployment insurance claim or any other service offered by the One-Stop Center partners are to be encouraged to take advantage of other services at the One-Stop Center.
5. Certain collected demographic information such as education level and length of unemployment may indicate that a customer could benefit from more individualized attention. Those customers without a high school diploma or high school equivalency, those unemployed, and customers who did not meet the requirements for the desired position with a company are required to speak to a WIOA Title I case manager about additional services such as WIOA case management as soon as possible.
6. In addition, any customer who requests additional, individualized services should have the opportunity to speak to a WIOA Title I staff member about receiving WIOA case management and other services.
7. Additionally, customers who self-identify or are listed in the WIOA case management database as certified Trade Adjustment Assistance (TAA) participants should speak to a WIOA case manager for any Reemployment and Eligibility Assessment (REA) or Worker Profiling and Reemployment Services.
8. Subrecipient's staff shall use, and provide services according to, the OC One-Stop Customer Workflow Chart (Exhibit 6) and One-Stop Co-Enrollment Participant Flow Chart (Exhibit 7).

**G. One-Stop Center Training Coordination**

The Subrecipient shall ensure that workforce development training is offered daily throughout the One-Stop system. The type of training that must be offered in the One-Stop center shall include, are not limited to, the following:

1. **Training Services** –Training services shall be designed to equip individuals to enter the workforce and retain employment. Training activities are reserved for individuals who are unable to obtain/retain employment without training in a specific skill set or demand occupation. No WIOA client may be referred to training or education without first having been assessed by the One-Stop Partner. The Subrecipient shall ensure the following training services are available in the Orange County Workforce system to include comprehensive One-Stop centers and affiliate site locations:
  - a. Career Pathways Training;
  - b. Microsoft Office (word, excel, outlook) beginner, intermediate and advanced levels;
  - c. Basic Computer Skills; and
  - d. 21 Century Soft Skills.
2. **Occupational skills training** - an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. To include but not limited to:
  - a. Career Pathways Training;
  - b. Microsoft Office (word, excel, outlook) beginner, intermediate and advanced levels;
  - c. Basic Computer Skills; and
  - d. 21 Century Soft Skills.

3. **Entrepreneurial training** – a series of training or workshops that provide the basics of starting and operating a small business.
  - a. Such training must develop the skills associated with entrepreneurship. Such skills must include but are not limited to, the ability to:
    - Take initiative;
    - Creatively seek out and identify business opportunities;
    - Develop budgets and forecast resource needs;
    - Understand various options for acquiring capital and the trade-offs associated with each option; and
    - Communicate effectively and market oneself and one's ideas.
  - b. Approaches to teaching entrepreneurial skills include, but are not limited to, the following:
    - Entrepreneurship education provides an introduction to the values and basics of starting and running a business. Entrepreneurship education programs often guide individuals through the development of a business plan and may also include simulations of business start-up and operation.
    - Enterprise development provides support and services that incubate and help individuals develop their own business. The enterprise development program goes beyond entrepreneurship education by helping participants access small loans or grants that are needed to begin business operation and by providing more individualized attention to the development of viable business ideas.
    - Experiential programs provide individuals with experiences in the day-to-day operation of a business. These programs may involve the development of a participant-run business where participants in the program work in and manage. Or, they may facilitate placement in apprentice or internship positions with entrepreneurs in the community.
4. **Job readiness training** - training a participant receives in order to prepare them to seek, obtain, and retain employment. Training and/or instruction shall include the following:
  - a. Preparing a resume or job application
  - b. Preparing a cover and thank you letters
  - c. Work-focused career exploration
  - d. Training in interviewing skills
  - e. Training in effective job seeking
  - f. Instruction in workplace expectations
    - Behavior on the job
      - Getting along with co-workers/boss
      - Being reliable and on-time
      - Filling out paperwork (for example, completing time sheets)
    - Appropriate work attire
5. **Adult education and literacy** – training that assists adults with developing the basic skills they need for employment such as English language proficiency (reading and writing), math, and basic problem-solving skills. Training shall also be provided to assist adults with obtaining a high school diploma or a general education diploma (GED).
6. Programs that combine workplace training with related instruction, which may include cooperative education programs.
7. Training programs operated by the private sector that assist job seekers with developing skills and competencies that will assist them in obtaining unsubsidized employment.

8. Skill upgrading and retraining - training that supports individuals in the workplace to learn new skills and adapt to workplace change.
9. Customized training - training designed to meet the special requirements of an employer and must be conducted with a commitment by an employer or a group of employers to employ an individual upon successful completion of the training.
10. Financial literacy – training that is designed to increase economic self-sufficiency. Training shall include the following elements:
  - a. A proven curriculum that supports the ability of participants to create household budgets, initiate savings plans, and make informed financial decisions about education, retirement, home ownership, wealth building, or other savings goals;
  - b. A proven curriculum that supports the ability of a participant to manage spending, credit, and debt, including credit card debt, effectively;
  - c. Activities that increase the participant's awareness of the availability and significance of credit reports and credit scores in obtaining credit, including determining their accuracy (and how to correct inaccuracies in the reports and scores), and their effect on credit terms;
  - d. A proven curriculum that supports the participant's ability to understand, evaluate, and compare financial products, services, and opportunities; and
  - e. Activities that address the particular financial literacy needs of non-English speakers, including providing support through the development and distribution of multilingual financial literacy and education materials.
11. The Subrecipient shall coordinate training based on One-Stop partner-participant needs and training availability. A monthly training calendar shall be created and distributed. Training must be provided by qualified trainers who are certified instructors for the specific area. Curriculum and or training models must incorporate demonstrated use of skills learned and developed competencies for purposes of measurable skills gain, etc. The Subrecipient shall ensure that customer and One-Stop partner surveys are provided for each training to ensure customer satisfaction and support continuous improvement.
12. The Subrecipient shall be responsible for ensuring that no less than 30% of the Adult and Dislocated Worker funding received shall be used for training services are spent on providing eligible WIOA participants training in accordance with Unemployment Insurance Code Section 14211. The Subrecipient must provide documentation to support all costs associated with providing training and coordinating training activities through the AJCC One-Stop System.

#### **H. Business Services**

The Subrecipient, in partnership with the County and contracted WIOA Title I Career Services Provider, must coordinate services to employers and develop strategies to improve access to workforce development tools that are available through the Orange County Workforce System. The products and services available to business include but are not limited to the following:

1. Provide quality products and services to business offered through the One-Stop Centers. Services must include:
  - a. Developing Job Descriptions
  - b. Conducting employment pre-screening:
    - Screening that involves résumé review and candidate assessments.

- Assessments to measure skills, interests, and job-readiness of participants shall be encouraged and made available.
2. Assist business in utilizing all features of the CalJOBS system to effectively recruit and hire employees. Provide training to aid employers on how to browse profiles of prospective candidates or post job openings.
  3. Provide event room and meeting space to allow companies to hold meetings, provide training, conduct orientations, or schedule interviews.
  4. Ensure that employers have access to the Orange County AJCC mobile unit. Through the Subrecipient, employers can partner and utilize the mobile unit as a recruitment tool to broaden their base of candidates. The Orange County AJCC mobile Unit can act as a portable One-Stop Center or a hiring event facility coordinated by the County that allows networking between candidates and employers.
  5. Explain the many benefits offered to companies by hiring veterans. The incentives provided to hire veterans, along with the highly qualified talent pool which they embody, are a great benefit to any employer.
  6. Make information available to the business regarding Work Opportunity Tax Credit (WOTC). This federal program is administered by each state, intended to incentivize businesses to hire specific target groups that typically face significant barriers to employment. These target groups include but are not limited to Supplemental Nutrition Assistance Program (SNAP) benefit recipients, Temporary Assistance for Needy Families (TANF) recipients, veterans, ex-felons, and the long-term unemployed.
  7. In collaboration with the WIOA Title I Career Service Provider, assist companies in entering eligible Dislocated Workers into apprenticeship training, providing assistance in teaching first or second-year apprentices, or offer guidance to pre-apprenticeship program participants at the One-Stop Centers.
  8. Ensure that information is provided to the business regarding the On-the-Job Training (OJT) Grant. OJT encourages employers to hire individuals without prior experience by paying up to 75% of the trainee's wages during a specified training period; to receive this grant the company agrees to continue to employ the trainee upon successful completion of the program.
  9. Ensure that information is provided to the business regarding the Incumbent Worker Training (IWT) Grant. IWT is a competitive grant intended to upgrade the skills of existing full-time employees through continued education. This program incentivizes the retention of current workers who will become more knowledgeable and productive through skills attainment. Costs that may qualify for reimbursement include:
    - a. Instructors'/trainers' salaries (if company trainers are used);
    - b. Curriculum development for company officials to determine training needs; and
    - c. Textbooks/manuals, materials/supplies, and tuition expenses if training is provided by an institution regulated by the California Employment Training Panel
  10. Ensure that information is provided to businesses on Rapid Response/Lay-Off Aversion opportunities offered through the workforce system. California employers are required to provide written notice to the OCDB within 60 days of a mass layoff that affects 50 or more workers. Work Adjustment and Retraining Notification (WARN) notices are then generated,

and sent within 48 hours, to the Rapid Response team to mitigate a meeting with businesses to discuss transition services for employees. Strategies to offset the negative consequences of mass layoffs include information on unemployment insurance benefits, retraining, skills upgrades, labor market information, and American Job Center services.

11. In partnership with the County, develop and utilize a standardized and scalable business needs assessment tool to determine the scope and level of services needed to support business in the One-Stop Centers.
12. At the direction of the Orange County Workforce and Economic Development Division, the Subrecipient shall facilitate customized recruitment events and related services as requested by businesses, including targeted job fairs, hiring events, business panels, and other opportunities to support the hiring of One-Stop Center customers and the exchange of information about careers.
13. Provide labor market information to business/employers upon request.
14. Coordinate customized training conducted by business/employer or group of employers to employ One-Stop Center participants upon successful completion of training(s).
15. Coordinate the delivery of training programs in the One-Stop Centers operated by the private sector.
16. Identify and integrate business services best practices into all Orange County Workforce System Events.
17. Coordinate events based on local labor market needs and job seeker assessments.
18. Participate in regional planning activities related to business services.
19. In partnership with Service Corps of Retired Executives (SCORE), Small Business Administration (SBA) and other community partners the Operator shall offer entrepreneurship training, business development, Federal Deposit Insurance Corporation (FDIC) financial literacy for business courses and related training to support the needs of small business (to include gigs), and middle-size companies through the one-stop system.

**I. Business Services Activities**

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

1. **Business Services Activities** – Subrecipient in partnership with the County of Orange Community Investment Division Business Solutions team shall refer Businesses to the County to provide quality services to meet the business needs in the Orange County Workforce System. These services shall be provided with the highest level of individualized client service support. The job openings should reflect the needs of the enrolled WIOA customers and take into consideration the need of those exiting training. The following activities are required:
  - a. CalJOBS Assistance- Subrecipient in partnership with the Orange County Workforce and Economic Development Division Business Solutions team, shall refer all business requiring assistance to register for the California Job Open Browse System (CalJOBS)

to the Business Solutions team. CalJOBS is free available to all Businesses looking to find quality talent. Subrecipient shall refer Businesses to the County to provide technical assistance to businesses registering, posting job openings, recruiting talent, and find available business resources on CalJOBS. All interest from businesses for CalJOBS assistance shall be directed to the Orange County Workforce and Economic Development Division Business Solutions team.

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

2. **Business Services Team Collaboration**- Subrecipient staff shall be made available upon request by the County Director of Workforce Development and/or the Orange County Workforce and Economic Development Division Business Solutions team to participate in Workforce Development Projects for Businesses. Projects shall include, but not be limited to, job fairs, targeted recruitments, incumbent worker training programs, business workshops, layoff aversion, and rapid response activities. Subrecipient shall make a good faith effort to collaborate and share resources with Orange County Workforce and Economic Development Division Business Solutions team, and County identified partners to maximize effectiveness in serving Orange County businesses.
3. **File Maintenance and Documentation** – Subrecipient shall maintain files to record all services provided to business clients. Initial contact and subsequent follow-up services shall be documented appropriately in the CalJOBS CRM module and adhere to federal, State and local policies. All required documentation shall be added to the clients file immediately and uploaded into the CalJOBS system within 5 working days of a client’s visit.

#### **J. Partner Collaboration**

In accordance with WIOA, the Subrecipient will be responsible for managing relationships and collaborations between the required and non-required One-Stop Partners. For more detail on required partners and nonrequired partners, please refer to WIOA Section 121(b)(1).

1. Responsibilities and duties required of the Subrecipient will include the following:
  - a. Develop, implement and monitor shared vision, goals, and performance indicators for One-Stop Center partners to improve coordinated service delivery and client outcomes.
  - b. Ensure roles and responsibilities of partners are well-defined, integrated and aligned with shared vision and goals of the AJCC One-Stop system.
  - c. Implement and monitor the negotiated One-Stop Partner MOU, consistent with WIOA and its implementing regulations, concerning the operation of One-Stop Center(s).
  - d. Act as an intermediary and facilitate collaboration and communication among One-Stop Center partners.
  - e. Attend meetings and events related to the operation and administration of Center(s), including but not limited to partner meetings, board meetings, committee meetings, and other gatherings.
  - f. Convene and facilitate regular monthly meetings of partner agencies to review One-Stop Center(s) operations, performance and progress toward shared vision and goals.
  - g. Collaborate with One-Stop Center partners to cross-train staff on programs and services available through the One-Stop system.
  - h. Convene and facilitate regular quarterly meetings with One-Stop System Stakeholders to review One-Stop Center(s) operations, performance, system surveys and develop continuous improvement plan(s).
  - i. Identify strategies to leverage strengths, address challenges and advance opportunities among One-Stop Center(s) partner program.

#### **K. One-Stop Operation Services Staffing Plan**

In performing the services procured, the Subrecipient will employ the following key positions. Brief position descriptions are provided below; however, the Subrecipient may propose reasonable adjustments, as long as the number and basic structure of the below positions remain intact. The Subrecipient must employ highly qualified and professional staff at all levels throughout the period

of performance whose quality of work is reflective of the world-class workforce development system sought by the County. In addition, the Subrecipient will give the County ten (10) days written notice of intent to lay off staff.

1. **One-Stop Operator (Manager) (1 Full-Time Equivalent (FTE)):** This position will oversee all Operator services. The Manager will directly facilitate partner collaboration, general operations and functional management of One-Stop Centers, as well as strategic planning and implementation for Operator services, in close partnership with the OCDB and the County. The Manager must ensure the effective administration of day-to-day operations at One-Stop Centers in support of all participating One-Stop Centers partner agencies. The Manager provides operational and functional guidance to all One-Stop Center staff members, as well as technical support for implementation of One-Stop Center policies and procedures; ensures One-Stop Center staff have the knowledge and training to effectively participate in One-Stop Centers. The Manager must have foundational understanding of all One-Stop Center partner functions and services. The Manager should be able to guide and/or mentor One-Stop Center staff where needed and assist them in developing and implementing goals and objectives. The Manager will also oversee scheduling of common One-Stop Center events, workshops, and other activities. With the approval of the Orange County Workforce and Economic Development Division Director of Workforce Development and in conjunction with the Business Solutions Team the Manager shall coordinate employer, onsite hiring events, job fairs, reverse job fairs, workshops, and One-Stop Center events.
  
2. **Customer Service Representative (CSR) (no less than 4 FTEs; two for each One-Stop Center):** The CSR is the frontline staff person-welcoming and greeting individuals who seek to use the services of the One-Stop Centers. CSRs are responsible for maintaining the front desk of the facility, helping receive and direct walk-in customers, answering phones, and assisting individuals with access to basic resources of the Career Resource Center (CRC). Ensure participants are checking in and entering the required information into the VSOS Greeter system. They are also required to maintain a working knowledge of workforce services, One-Stop partner agencies, community providers for basic needs referrals (i.e. childcare, shelters, food, counseling transportation), other related workforce development programs to help triage customers, promote services and ensure connection to appropriate services. CSRs report directly to the Manager.
  
3. **Career Resource Room (CRR) Attendant (no less than 2 FTEs; one for each One-Stop Centers):** The CRR Attendant helps maintain and ensure effective use of the CRR and its various resources while assisting jobseekers with computer access and utilization, providing customers with basic information and assistance, and directing customers to register and engage in required systems. They are also required to maintain a working knowledge of workforce services, partner agencies, and related workforce development programs to help triage customers, promote services and ensure connection to appropriate services. CRR Attendants report directly to the Manager.

The CSRs and CRR Attendants are the first points of contact customers have with One-Stop Center(s). Both must work closely together as a cohesive team, act as professional ambassadors of One-Stop Center and create a positive and welcoming environment. As a vital frontline staff, CSRs and CRC Attendants must have excellent customer service skills and conflict management abilities.

4. **Training Coordinator/Trainer (up to 2 FTEs; one for each One-Stop Centers):** Training Coordinator(s) may be either part-time or full-time and are responsible for all onsite and online



workshops, classes and training. Duties include but are not limited to scheduling workshops with One-Stop Partners, businesses, community-based organizations, developing curriculum, ensuring workshops are posted on the CalJOBS System, website, social media and in the One-Stop centers. Facilitating the County designated curriculum for WIOA orientation, soft skills training, FDIC financial literacy, vocational training for individuals with disabilities, American College Test (ACT) Work-ready Curriculum, etc. The training coordinator shall ensure training materials are prepared and made available to participants and/or training facilitators, marketing of workshops, conducting staff training for all function areas, coordinating and conducting networking groups, assisting with job fairs, hiring events and other duties as assigned.

**L. Comprehensive American Job Center of California Certification & Hallmark of Excellence**

The Subrecipient will ensure adherence of all One-Stop Center operations and activities to the standards of EDD Directive WSD16-14, WSD16-20, Local Workforce Delivery System Orange County One-Stop AJCC Certification and Continuous Improvement, regardless of whether the County is undergoing the official certification process, as defined by WSD16-20 Certification Process for Comprehensive AJCCs, WSDD-192 Certification Process For Affiliate and Specialized AJCCs, USDOL TEGL 4-15 Vision for the One-Stop Delivery System Under the WIOA, and USDOL TEGL 16-16, One-Stop Operations Guidance for the American Job Center Network. EDD Directives and USDOL TEGLs establishes criteria for the One-Stop Center(s) effectiveness, physical and programmatic accessibility in accordance with WIOA Sec. 188, if applicable, and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et. Seq.), service integration, and the continuous improvement of the One-Stop Centers and each center under its purview.

**M. Cross-Training and Professional Development**

1. The Subrecipient must ensure staff of all participating One-Stop Center partner agencies has access to training and guidance imparting the knowledge, skills, and abilities to support an integrated service delivery system and contribute to shared performance goals, promoting effective participation in common functions and responsibilities of One-Stop Center partners, including but not limited to the following areas:
  - a. OCDB and County policies and procedures;
  - b. Entering information into the CalJOBS system to track referrals and create reports;
  - c. Career counseling and customer service best practices;
  - d. Labor market information, including characteristics of supply (labor) and demand (employers);
  - e. Initiatives, programs, and services of One-Stop Center(s) and the broader workforce development system (to include Orange County Region Initiatives);
  - f. Viable career pathways and how One-Stop Center(s) can guide customers appropriately;
  - g. Availability of industry and employer-recognized training and educational programs and opportunities;
  - h. Impact of trauma and poverty on jobseekers and related interpersonal strategies;
  - i. Local resources and services to assist individuals facing barriers to employment; and
  - j. Culturally competent service delivery.

The Subrecipient must develop and facilitate cross-partner/program training and other professional development opportunities for One-Stop Center staff in close coordination with partner organizations.

**N. Outreach and Promotion**

1. The Subrecipient will be responsible to develop and implement strategies to raise community awareness of and access to One-Stop Center services and resources, with attention to areas in need of, but having difficulty accessing, such services and resources. This includes expanding the network of partners and resources present or represented in the AJCC One-Stop system to benefit clients by engaging entities not currently participating in One-Stop Centers.
2. The Subrecipient is expected to act as an ambassador for AJCC One-Stop system, representing and promoting One-Stop Centers on task forces, working groups and other community events related to the workforce development system. The Subrecipient will consult and seek approval from the County regarding any matters related to the official representation of the Orange County Workforce system. The Subrecipient is expected to work closely with the County's communications team on outreach efforts utilizing social media and/or the One-Stop Centers website. The Subrecipient and the County's communications team will work in tandem to ensure on-brand and relevant messaging.

**O. Data Analytics and Reporting**

1. The Subrecipient must regularly track, and monitor data related to the Operator services and general customer participation in EDD CalJOBS System, including data derived from client information systems and other applications, using observations and evaluation to ensure continuous improvement, inform coordinated service delivery and enhance partner collaboration in EDD CalJOBS System. The Subrecipient will be responsible for identifying strengths and shortcomings of processes used to collect and analyze quantitative and qualitative data regarding EDD CalJOBS System clients and partners, recommending and implementing efforts to improve data collection and analysis. Such efforts must be supported by strong internal systems and applications. The Subrecipient will provide the County with timely reports and supporting documentation that demonstrates the status of contract requirements, as well as jobseeker satisfaction, employer satisfaction, partner satisfaction, foot traffic numbers and corresponding information about visitors to both EDD CalJOBS System, One-Stop center(s), affiliates and specialized AJCCs.
2. The Subrecipient will also be responsible for managing the newly implemented electronic sign-in system at both One-Stop centers, affiliates, and specialized AJCCs. The Subrecipient will help facilitate the management, analysis, and reporting of data from the electronic sign-in system to the County, as well as One-Stop Center core partners, regarding various data elements collected through the electronic sign-in process.

**P. CalJOBS VOS Greeter System**

The Subrecipient will be required to utilize the EDD CalJOBS System (CalJOBS) as the information system of record and must ensure that all data is entered accurately and in a timely manner, adhering to all applicable data rules, regulations, and entry time requirements. Staff must be competent in utilizing CalJOBS.

1. The Subrecipient will adhere to the CalJOBS Systems Manual for guidance on proper documentation for One-Stop Center participation. In addition, the Subrecipient will maintain internal protocols for uniformed data entry. The Subrecipient will participate in quality and compliance activities, as well as regular meetings and review of performance reports, and other written reports when requested.

2. The Subrecipient will identify staff members whose work requires access to CalJOBS and submit applications for CalJOBS access per local protocols, subject to approval by the County. Appropriate staff members to receive CalJOBS access include staff members who have regular contact with participants or whose work requires monitoring and oversight of customer data maintained in CalJOBS. CalJOBS account credentials and login information may not be shared between staff members or other individuals. The Subrecipient must submit notification if any staff member with CalJOBS access is terminated, voluntarily or involuntarily, within 24 hours of termination. Failure to do so may result in the revocation of CalJOBS access for the Subrecipient and contract termination.
3. The Subrecipient must ensure that all participants check-in and out of the One-Stop center using the CalJOBS VOS Greeter System. The Subrecipient must ensure that partners are listed in the CalJOBS VOS Greeter System and provide ad-hoc reports as needed.

**Q. CalJOBS**

1. CalJOBS is a web-based fully integrated system that supports the administration of the WIOA programs. Subrecipient shall be responsible for the following hardware and software specifications for client and staff computer workstations utilizing CalJOBS:

System	Hardware Required	Software Required	Connectivity
<b>Client Workstation</b>	<p><b>Processor:</b> PIII or higher</p> <p><b>Memory:</b> 2 GB of RAM or higher</p> <p><b>Display:</b> Super VGA (800 X 600) or higher-resolution video adapter and monitor</p>	<p><b>Operating System:</b> Microsoft Windows 10 or higher Macintosh OS X v10. 4.8 (Panther) or higher</p> <p><b>3rd-Party Software (described after table):</b> Meadco ScriptX ActiveX 7.4/ Object<sup>1/</sup> Microsoft Silverlight 3<sup>2</sup></p> <p>DynamSoft HTML5 Document Scanning</p>	<p><b>Minimum:</b> Dedicated broadband or high-speed access, 380k or higher</p>
<b>Staff/ Administrator Workstation</b>	<p><b>Processor:</b> PIII or higher</p> <p><b>Memory:</b> 2GB of RAM or higher</p> <p><b>Display:</b> Super VGA (800 X 600) or higher-resolution video adapter and monitor</p>	<p><b>Operating System:</b> Microsoft Windows 10 or higher Macintosh OS X v10. 4.8 (Panther) or higher. JAWS for Windows software for visually impaired access (optional)</p> <p><b>3rd-Party Software (described after table):</b> Meadco ScriptX ActiveX 7.4/ Object Microsoft Silverlight 3 DynamSoft HTML5 Document Scanning</p>	<p><b>Minimum:</b> Dedicated broadband or high-speed access, 380Kbps or higher</p>

**2. Subrecipient shall:**

- a. Ensure strict adherence to all federal, state and local requirements related to CalJOBS;
- b. Must input all participant data in to the CalJOBS VOS Greeter System within the same day of service delivery
- c. Establish quality control procedures to protect the integrity of data pertaining to participants, services and outcomes;
- d. Ensure that all staff designated to handle data entry and data management receive training on CalJOBS functionalities and limitations;
- e. Install a system to establish staff accountability for data entered;
- f. Establish a review process for CalJOBS reports that include participant rosters and other reports provided by the County of Orange;
- g. Ensure strict adherence to proper handling of personally identifiable information (PII) and other confidential participant information; and
- h. Ensure access to CalJOBS is limited to only active staff members.

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

**R. Website and Social Media Platforms**

1. In concurrence with Orange County, current website and all One-Stop social media platforms shall be maintained by the Orange County Workforce and Economic Development Division to allow clients to access information about services and programs that are available through the One-Stop Center(s). Subrecipient shall provide monthly content to include job fair notices, monthly One-Stop center training calendar, special events, public notices, and all other relative information to the Orange County Workforce and Economic Development Division no less than 15 days in advance of the date of the event and/or month. The Subrecipient must review website content monthly to ensure information is accurate and up to date and provide updates to the Orange County Workforce and Economic Development Division as needed.

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

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

- a. All outreach and recruitment materials, press releases, printed or electronic material that reference elected officials and/or the County of Orange, shall be submitted to the County of Orange administrative office for review and approval prior to use or release. The County of Orange will require a minimum of five (5) working days to review and approve. Communication is not considered approved for release until subrecipient receives written approval from the County of Orange. All published or electronic materials shall promote the Orange County One-Stop System. These materials must also include appropriate America's Job Center of California tagline consistent with the local AJCC branding standards and must identify that funding is made available through the U.S. Department of Labor Employment and Training Administration Workforce Innovation and Opportunity Act (WIOA), Orange County Workforce Development Board and Orange County Workforce and Economic Development Division.

- b. All logos and naming conventions shall be provided by the County of Orange to maintain quality and consistency. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
- c. Language requirements for all printed material and other information at the Orange County Workforce Solutions Center(s) shall be provided in English, Spanish, Farsi, Korean and Vietnamese. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop Center(s) feel welcomed and have a positive experience.
- d. Notice and communication requirements where materials indicate that the Subrecipient may be reached by telephone, must include the telephone number of any TDD/TTY or relay service used by the Subrecipient. If the Subrecipient does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative.
- e. Information and services accessed electronically shall be established by the Subrecipient's policy and procedure which assures that the notice requirements of Title 29 CFR Part 38 are met.
- f. Distributed publications, broadcasts, and other communications, which promote WIOA programs or activities, shall include the following specific taglines:

This WIOA Title I financially assisted program or activity is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

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

If you need special assistance to participate in this \_\_\_\_\_ (meeting, workshop, etc.), call \_\_\_\_\_. Please call 48 hours in advance to allow the Orange County Workforce Solutions Center to make reasonable arrangements to ensure accessibility to this \_\_\_\_\_ (meeting, workshop etc.).

- g. Subrecipient shall be responsible to post the "Equal Opportunity Is The Law," "Zero Tolerance and Code of Conduct," and the "Summary of Rights and Program Grievance and Complaint Procedures" in prominent locations, and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish, Farsi, Korean and Vietnamese. Updated client acknowledgement forms (EO, Zero Tolerance & Code of Conduct, and Programmatic Grievance) must be made available in English, Spanish, Farsi, Korean and Vietnamese. In the case that a participant is unable to read, the Subrecipient must either read it aloud to the participant or provide a recording of the policy. Acknowledgement forms, along with the policy recording, will be provided by the County of Orange.
- h. Subrecipient shall ensure availability to assistive technology for individuals with physical limitations. Subrecipient shall provide and ensure that individuals with disabilities have access to easy-to-follow directions to use assistive technology readily available and visible. Resources in the One-Stop Center shall be in compliance with the Americans with Disability Act (ADA).

**S. Quality Assurance Review**

Subrecipient shall be responsible for quality assurance review of their fiscal and program operations (including all special projects) which includes, but is not limited to, a quality assurance system to review of CalJOBS VOS Greeter System, reports (issued by CalJOBS, Federal, State, and/or local agencies) property management (including maintenance of up-to-date equipment inventory lists in each service location, purchases, expenditures and invoices, federal and state requirements for universal programmatic and physical access to services and activities (including access for individuals with disabilities). Quality and consistency of services among One-Stop Center locations, programs and staff is essential. The Subrecipient shall be responsible for leading the quality assurance review on a quarterly basis.

**Subrecipient shall produce all quality assurance review documentation upon request by the Orange County Workforce and Economic Development Division Director.**

1. Subrecipient shall establish and follow a standardized review methodology that:
  - a. Includes procedures for conducting a quality assurance review on all contracted program and fiscal activities. To include review of expenditures against budget to ensure compliance OMB requirements and WIOA.
  - b. Must develop a written report to include recorded findings, any needed corrective action, and due dates for the accomplishment of corrective actions;
  - c. Requires systematic follow-up to ensure that necessary corrective action has been taken and outstanding issues are addressed and resolved; and
  - d. Requires that following the completion of each internal monitoring, completed reviews are verified and a list of files reviewed is maintained.
2. In addition to Item #1 above, the Subrecipient shall follow their regular (day-to-day) internal review processes to support high standards of service provision and documentation. This shall include periodic file review and immediate correction of issues noted.
3. Subrecipient shall conduct a baseline analysis of client flow, program delivery, career planning strategies and tools, business process and service improvement once per program year. Subrecipient must develop a policy and procedures to ensure client flow and program delivery are in place. **Subrecipient shall provide a copy of their program delivery policy, procedures and all other documentation of the process followed and the results of the analysis to the County administrative office by July 31, 2022.**
4. Subrecipient shall take corrective action measures as a result of findings identified through federal, state and County monitoring within 15 days of notification. Repeat and systemic findings identified in any federal, state and County compliance monitoring may result in a possible loss or reduction in funding and/or other sanctions issued by the County.
5. Subrecipient shall participate in industry-wide forums to learn about best practices, improvements in service delivery, recommend corrective actions, implement process improvements. These activities shall be included in the Monthly One-Stop System Performance Reports.

**T. Documentation and File Maintenance**

Case Files shall be maintained for every enrolled client.

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

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

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

2. **Security:** Subrecipient shall maintain all client files in locked cabinets accessible only to authorized personnel. In addition, Subrecipient shall maintain an Information Technology (IT) usage policy and procedures to support security obligations regarding all confidential and sensitive information. **A copy of the Subrecipient's policy and procedures shall be submitted to the County by July 31, 2022.**

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

1. Satisfaction surveys shall be made available to all individuals and employers by providing a paper or electronic survey via a format provided by Orange County Workforce and Economic Development Division Director of Workforce Development. Orange County Workforce and Economic Development Division Director of Workforce Development will review and evaluate the data collected and make the results available to the Subrecipient.
2. Subrecipient shall communicate to their staff that meeting client satisfaction and expectations is a primary goal. Therefore, all workforce development activities must be client centered and Orange County will be conducted surveys with clients and Orange County Workforce Solutions system partners on the performance of workforce services offered. Orange County will review and evaluate the data collected. The Subrecipient shall be responsible for the implementation of corrective action(s) with respect to survey findings or trends related to the services provided under this Agreement.
3. Subrecipient shall be proactive in requiring staff to adopt customer focused principles targeted toward achieving high client satisfaction and which meet client expectations in their delivery of services under this Contract. This may include the provision of professional development, in-service training, role modeling, case studies, and other techniques and strategies applicable to fostering the adoption of a value system, which is based in continuous improvement principles. Subrecipient shall have established procedures for progressive discipline, including verbal and written warnings leading up to termination. Subrecipient must also respond to and correct County concerns regarding under-performing staff within 5 days.
4. Subrecipient shall be proactive in maintaining a customer centered design for the Orange County Workforce Solutions Center, as described in the Local and Regional Plans, taking into

consideration, Anaheim and Santa Ana. Subrecipient shall incorporate new innovations that are specifically tailored to meet the Workforce Solutions customers' needs.

5. Subrecipient shall work with the Orange County Workforce Solutions center mandatory / non-mandatory partner(s) staff to ensure that client specific services are provided. Subrecipient shall ensure participants are co-enrolled into Workforce Solutions center mandatory / non-mandatory partner(s) programs when doing so will benefit participants outcomes. Subrecipient shall meet with the Workforce Solutions center mandatory / non-mandatory partner(s) staff and the Workforce Solutions Center partners for suggestions on how to improve client services as defined in the MOU.
6. Subrecipient shall work with County designated Workforce Solutions partners to ensure that client is receiving benefits from a coordinated network of workforce development partners. Subrecipient shall meet with Workforce Solutions partners monthly for suggestions on how to improve client services as defined in the MOU. This may include staff being trained on partner's eligibility requirements, co-case management, cross braiding of resources, etc.
7. Subrecipient shall provide at least one (1) testimonial each month from job seeker clients and/or business clients to the County. Subrecipient must obtain client's authorization to release prior to sharing information. Examples of testimonials may be a client success story or a letter from a client. Testimonials may be released to the public. Subrecipient shall maintain an appropriate "release" from the client. **Monthly testimonials shall be included in the Monthly Program Performance Report.**

#### V. Organizational Chart:

1. Subrecipient shall maintain a current organizational chart along with corresponding functional job descriptions for every classification funded by WIOA, in whole or in part. **Subrecipient shall provide an updated organizational chart along with functional job descriptions to the County of Orange Workforce and Economic Development Division Director by July 31, 2022. In addition, Subrecipient shall provide updates to organizational charts to the County of Orange Workforce and Economic Development Division Director of Workforce Development with the monthly program performance reports and whenever staff changes occur.**

The staffing design and overall number of positions and associated assignments are subject to pre-approval by the County.

Should any organizational or staffing arrangements change during the program year, Subrecipient shall submit a revised organizational chart immediately to the County.

2. **Telephone Directory** for workforce referrals shall be utilized by the Subrecipient. Directory shall include point-of-contact, alternative contact, associated agency, position, telephone number and email address maintained by the Subrecipient. **Subrecipient shall inform the County Administration immediately on any changes to the telephone directory.**

#### W. Workforce Solutions Center Resource Rooms:

1. The Subrecipient is responsible for providing oversight of the Workforce Solutions Center Resources Room. The Resource Room shall house computers with internet access and email capability, Microsoft Office Suite, resume writing and cover letter templates, and other



resources for patrons to engage in self-learning activities. Shared printers shall accompany the computers. At a 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.

2. Resource Room Staffing shall be the responsibility of the Subrecipient; however, this responsibility may be shared by staff from Subrecipient and co-located partner agencies in the event of an emergency. All staff in the Center's resource room shall have the ability to provide basic information on all partner programs participating in the One-Stop System (including those partners electronically linked and/or physically located outside the Center). Staff shall be able to provide information about Workforce Solutions services, labor market information, training, job information and/or refer clients to other agencies. Staff shall also be able to assist clients in using photocopying and fax machines as well as computers and accessing the internet.
3. Assistive Technology the Subrecipient must ensure that assistive technology shall be available for those clients with hearing, vision or speech impairments. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. Additionally, the physical layout of the room shall meet ADA requirements. In general, Subrecipient shall ensure facility accessibility including access to services such as interviewing and testing, and business access to information such as information technology equipment accessibility and software accessibility. All Subrecipient staff shall be required to attend training in program access for individuals with disabilities and access to employment programs and services for the disabled.

#### **X. Records and Documentation**

The Subrecipient must retain, secure and ensure the accuracy of all program files and records in compliance with WIOA requirements, related federal and state regulations, and the County's record retention requirements. Files must be retained for seven (7) years after the County reports final expenditures to the funding source. The Subrecipient must allow the County and representatives of other regulatory authority' access to all records, program materials, staff, and participants related to the provision of services within 48 hours of the request. The Subrecipient is responsible for maintaining and securing customer files at all times, as well as ensuring privacy and protection of all personal information collected from participants per applicable laws, regulations and County policies. Confidentiality of customer information must be maintained, and all files must be properly stored in a secured space with limited staff access. Each staff member who has contact with customers or customer information must receive training on confidentiality requirements. The Subrecipient acknowledges that the use or disclosure of customer information for purposes other than the effective delivery of the services is strictly prohibited. Subrecipient staff may have access to this information only on a "need to know" basis. The Subrecipient must inform employees that inappropriate use of such information may result in disciplinary action, including discharge, or criminal prosecution if the employee knowingly uses the information for fraudulent purposes.

#### **Y. Monitoring and Evaluation**

The County is responsible for all levels of program monitoring, compliance, and evaluation for Subrecipient activities. The Subrecipient's performance will be evaluated by the County within the first six months of the contract start date and at least annually thereafter. Evaluations will include

but are not limited to contract provisions, surveys of Workforce Solutions Center partners and other evaluation criteria developed by the County.

1. County Responsibilities: The County will monitor, evaluate and provide guidance and direction to the Subrecipient in the conduct of services performed under this contract. The County has the responsibility to determine whether the Subrecipient has spent funds in accordance with applicable laws and regulations, including federal audit requirements and will monitor the activities of the Subrecipient to ensure such requirements are met. The County may require the Subrecipient to take corrective action if deficiencies are found.
2. Subrecipient Responsibilities: The Subrecipient will permit the County to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, and funding source guidelines, and the Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts.

The Subrecipient shall cooperate fully with any reviews or audits of the activities by authorized representatives of the County or federal or state agencies and the Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. The Subrecipient understands that all books and records pertaining to this Contract, including payroll and attendance records of participating employees, are subject to inspection by the County, federal or state agencies and others for auditing, monitoring or investigating activities pursuant to this contract and the Orange County Workforce Solutions Center MOU. All records shall be maintained for a period of seven (7) years beyond the completion of this. If the Subrecipient receives notice of any litigation or claim involving the grant award or otherwise relating to this contract or the Orange County Workforce Solutions Center MOU, the Subrecipient shall retain records until otherwise instructed by the County.

#### **Z. Subrecipient Prohibited Functions**

- a. Convene system stakeholders to assist in the development of the local plan
- b. Prepare and submit the local plans (WIOA sec.107)
- c. Be responsible for oversight of itself
- d. Participate in the competitive selection process for Operators
- e. Select or terminate Operators, Career service providers, and Youth providers
- f. Negotiate local performance accountability measures
- g. Oversight of the Orange County Workforce System to include providing program and fiscal administration over the partners, service providers, AJCC One-Stop Centers, affiliates, and specialized locations.

### **IV. PERFORMANCE**

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

take corrective action. The corrective action may include appropriate measures designed to improve the performance of the local area.

Pay for performance shall be established in accordance with 20 CFR 683.500 - 683.540. The selected Subrecipient may be awarded payment for performance at the end of the contracted performance period as detailed in Attachment E-1 Performance Standards.

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

Subrecipient shall timely enter data in the data reporting system/s, or if applicable, submit MIS paperwork for all client activities and necessary updates in client information and activities for input into the data reporting system as defined in County of Orange Policy 17-OCDB-02.

1. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Contract;
  2. Subrecipient shall use the most current templates provided by the County. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;
  3. Subrecipient shall review and approve all paperwork prior to submission to the County;
  4. Subrecipient shall review all available system reports and rosters for any corrections or updates needed to ensure up-to-date information is reflected in the system/s;
  5. Subrecipient shall comply with the Common Measures as defined in TEGL 17-05, WIOA Section 116 and 20 CFR Part 677.150-210;
  6. Subrecipient shall comply with data verification requirements listed in the latest County policy and any subsequent updates;
  7. Subrecipient shall immediately implement and adhere to future policy revisions and changes or enhancements in procedures and processes pertaining to MIS submission and reporting including data entry and data management.
- C. Regional/State Plans and County of Orange Initiatives:** Deliverables and/or goals pertaining to One-Stop operations and service delivery shall be met.

1. **Corrective Action Plans:** Performing below any individual performance measure for any quarter shall be subject to the following corrective action:
  - a. Technical assistance and assessment of the causes of the low performance;
  - b. Development and implementation of appropriate corrective action plan(s) to ensure contractual compliance;
  - c. Monitoring of subsequent performance to assess the impact of the corrective action plan(s);
  - d. Corrective action plans shall include a date for responding to observations, questions, concerns and findings.

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

**2. Accounting and Fiscal Controls**

- a. Subrecipient shall operate program in accordance with 2 CFR 2900, et al. (Department of Labor – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), all applicable provisions of 2 CFR Part 200, et al., Generally Accepted Accounting Principles (GAAP) and CFRs.
- b. Authorized signatures for execution of documents, amendments, budget modifications and invoices are limited to those individuals identified in the Authorized Signature Form. The form will be provided to the County of Orange Workforce and Economic Development Division Director by July 31, 2022.
- c. Invoice templates and any necessary updates thereof shall be provided by the OCCR Accounting Department.  
**All program invoices including two original sets with wet signatures are due in good order to the OCCR Accounting Office by the tenth day (10<sup>th</sup>) following the month being reported.**
- d. **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;
  - Year-To-Date (YTD) invoiced amounts are correct;
  - Leverage/match, if required, is included on the monthly invoice;
  - All required program specific sub-categories are included on the invoice;
  - Program specific sub-categories supporting documentation are included on the invoice (i.e. receipts, bank statements, canceled checks, etc.);
  - Any temp staff charges are reported separately;
  - OJT/CT log in County -provided spreadsheet must accompany invoices.

Invoices with errors will be returned to Subrecipient for re-submission. Calendar processing start over each time an invoice is returned not in good order.

A master salary spreadsheet identifying all staff and their allocation across **programs AND a master invoice spreadsheet identifying all cost and their allocation across programs shall be submitted to the County Workforce and Economic Development Division Director or designee by August 31, 2022 and ongoing.**

**3. Budgets and Budget Modifications**

Budgets contained in Attachment C-1 of this Contract are high-level budgets. Budget templates will be provided by the County. Invoices shall be submitted based upon these detailed budgets.

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

**V. VISION FOR ONE-STOP OPERATIONS**

A. Subrecipient shall implement a model that:

1. Takes a customer-centered, culturally competent approach to mitigate barriers, prepare and empower all jobseekers;

2. Utilizes innovative career pathways and training programs tailored to high-value sectors based on input from Orange County Workforce and Economic Development Division Director, OCDB, Employers, One-Stop Center partners, and the County;
3. Engages in Career and Technical Education (CTE) training programs with educational partners; and
4. Increases middle-skill certification in OC high-growth sectors.

The Subrecipient shall implement a system that is structured on: key State workforce policy objectives; the OC Regional/Local Plans, Comprehensive Economic Development Strategy and all other white reports and resources identified by the Orange County Workforce and Economic Development Division Director. The Subrecipient shall also coordinate and integrate services with partners by co-locating; sharing a common referral system and blending/braiding funds.

## **VI. INNOVATIONS TO BE IMPLEMENTED**

- A. **Staff Co-location with Partners:** Subrecipient shall use partner-sites for office-hours and community portals to bring programs and resources to potential clients who may be unaware of WIOA or unable to commute.
- B. **Special Population Etiquette:** Subrecipient shall provide expert-led training on how to support the needs of multi-ethnic, culturally diverse, people with disabilities and/or justice-involved clients

## **VII. DELIVERABLES**

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

### **Deliverables Summary**

<b>I. COORDINATION</b>	<b>Due Date</b>
Operating Agreements with One-Stop Center Partners	Upon Execution
Secondary locations to provide services, including hours of operation	July 31, 2022 and ongoing
Schedule of Partner Staff Training	August 31, 2022
<b>II. SERVICE STANDARDS</b>	<b>Due Date</b>
Monthly Reports with at least one (1) Success Story	10th day after the end of each month
Organizational Chart	July 31, 2022
Telephone Directory	10th day after the end of each month
Internal Monitoring Procedures and Schedule	August 31, 2022
Information Technology (IT) usage policy	July 31, 2022
Analysis of client flow, program delivery, career planning strategies and tools, business process and service improvement	July 31, 2022 and ongoing
ADA Compliance Checklist for the primary location where WIOA services are being provided	As needed
Nondiscrimination and EO Self-Assessment	As needed
Comprehensive AJCC Certification Matrix – Hallmarks of Excellence	As needed
EO and Complaint Logs	July 10, 2022, annually

Staff Training / Capacity Building Plan	August 31, 2022
<b>III. SERVICE DELIVERY</b>	<b>Due Date</b>
Universal Services Monthly Reports	10th day after the end of each month
WIOA Client Flow Chart	July 31, 2022
List of workshops	July 31, 2022 and ongoing
Internal Policies and Procedures	August 31, 2022
Business Services – General Activities	10th day after the end of each month
Forms and Marketing Materials	July 31, 2022 and ongoing
<b>IV. PERFORMANCE</b>	<b>Due Date</b>
Corrective Action Plans, as applicable	As directed by County staff
Invoices	10 <sup>th</sup> of each month
Master Salary Spreadsheet	August 31, 2022 and ongoing
Master Invoice Spreadsheet	August 31, 2022 and ongoing
Detailed line-item budget	Prior to submission of July invoice
Detailed performance metrics	July 31, 2022



## PAYMENT/COMPENSATION

### America Works of California, Inc. One-Stop Operator July 1, 2022 – June 30, 2023

#### 1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to \$2,000,000 for 12-months (July 1, 2022 – June 30, 2023), with an additional \$200,000 available incentive for Pay for Performance as set forth in Attachment A-3 (Scope of Services) attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the Contract Maximum Obligation specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

#### 2. PAYMENTS:

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

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

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

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

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

### **3. PAYMENT TERMS:**

An invoice for the reimbursement of costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Subrecipient shall reference Contract number on invoice. Payment will be net 45 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rest with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when services do not meet the Contract requirements and/or are not eligible for reimbursement or allowable costs under WIOA and all applicable laws, regulations,



and requirements set forth in Paragraph 68 (Compliance with Law – Contract) of this Contract.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

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

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

#### **4. INVOICING INSTRUCTIONS:**

The Subrecipient will provide an invoice on Subrecipient's letterhead for services rendered. Each invoice will have a number and will include in the Demand Letter/Invoice the following information:

- A. Subrecipient's name and address
- B. Subrecipient's remittance address (if different from A)
- C. Name of County Agency/Department
- D. County Contract Number
- E. Master Agreement (MA) Number
- F. Delivery Order (DO) Number
- G. Service Date(s) – Month of Service
- H. Deliverables/Service description (in accordance with Attachment A-3)
- I. Subrecipient's Federal Tax I.D. number
- J. Total Invoice Amount



## BUDGET SCHEDULE

### America Works of California, Inc. One-Stop Operator July 1, 2022 – June 30, 2023

1. This total amount to be funded under this Contract for One-Stop Operator Services shall not exceed \$2,000,000 and an additional \$200,000 available incentive for Pay for Performance. Each project description and corresponding budget under this Contract shall be mutually determined and agreed upon by County and Subrecipient. Project descriptions shall be in Attachment B-3; herein and corresponding project budgets shall be listed in Attachment C-3 herein.
2. Subrecipient's Budget:

<b>ONE-STOP OPERATOR</b>	
Direct Program	\$1,800,000.00
Indirect Cost	\$200,000.00
<b>Total Contract</b>	<b>\$2,000,000.00</b>
Pay for Performance	\$200,000.00

3. Subrecipients of WIOA funds are not required to claim indirect costs (to include administrative cost), however, in this contract the administrative costs are capped at 10%.
4. Budgets contained in Attachment C-3 of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2022 invoices, a detailed budget must be submitted to the County office for approval. Budget templates will be provided by the County. Invoices shall be submitted based upon these detailed budgets.
5. Subrecipient may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request form provided by Contract Administrator. Subrecipient must include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Subrecipient shall obtain written approval of any Budget/Staffing Modification Request(s) from Contract Administrator prior to implementation by Subrecipient.
6. In support of the monthly invoice, Subrecipient shall submit monthly Expenditure Reports and support documentation on a form acceptable to, or provided by, the Contract Administrator and will report actual costs.
7. Subrecipients of WIOA funds are not required to claim indirect costs (to include administrative cost), however, if indirect and/or administrative costs are claimed, subrecipients must have an indirect cost rate approved by their cognizant agency, an approved cost allocation plan, or elect to use the 10% de

minimis rate. De minimis Rate – In place of calculating a rate, a de minimis rate of 10% of the Modified Total Direct Costs (MTDC) can be used.

8. Subrecipients that will claim indirect costs and have a federally approved indirect cost rate agreement(s) with their cognizant agency must submit a copy of the entity's approval letter or cost allocation plan with during the contract negotiation period, or as soon as the indirect cost rate approval documentation is received from the cognizant agency. After the County has received proper documentation to substantiate cognizant agency approval of indirect costs or a cost allocation plan, the County will send the subrecipient a letter of acknowledgement and approval.
9. Subrecipients that have not previously established an indirect cost rate, must either opt to use the 10% de minimis rate with a negotiated and approved indirect cost rate proposal or cost allocation plan. The County may use the 10% de minimis rate for indirect cost to serve as the predetermined rate. The predetermined rate is a rate that is established for a current or future period, which is in most cases not subject to adjustment.
10. Failure to provide or negotiate a proposed indirect cost rate can lead to disallowance of indirect costs and/or other remedies of noncompliance (Uniform Guidance 200.207 and 200.338).
11. If a subrecipient does not have a prior approved indirect cost rate or cost allocation plan from their cognizant agency, an approved de minimis rate of 10%, or only receives federal funds as a subrecipient, the subrecipient must request approval of indirect costs from the County of Orange.
12. A subrecipient requiring approval of indirect costs by the County must develop and submit its indirect cost rate proposal to the County immediately after the organization is advised that an award will be made.



## STAFFING PLAN

### America Works of California, Inc. One-Stop Operator July 1, 2022 – June 30, 2023

Title	FTE*
One-Stop Operator (Manager)	1.00
Customer Service Representative (CSR)	4.00
Career Resource Room (CRR) Attendant	2.00
Training Coordinator/Trainer	2.00
TOTAL:	9.0

\*1.00 FTE = Full-Time Equivalent

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written pre-approval of the County Project Manager.

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



## PERFORMANCE STANDARDS

### America Works of California, Inc. One-Stop Operator July 1, 2022 – June 30, 2023

Percentage goals identified below may be based on expectations identified in the One-Stop Center(s) performance standards. Pay for performance incentives will be paid at the end of the Contract term according to the normal invoice procedures. Examples:

Example 1: If the goal is to achieve 80% of the participants to successfully complete a measurable skills gain (i.e. certification), when the goal is exceeded at 95% at the end of the Contract term, the Subrecipient will receive 50% of the \$33,333 allotted for the service category at a total amount of \$16,666.50.

Example 2: 1000 participant surveys distributed; 600 participant surveys received, and 582 participant surveys rated satisfactory or better therefore the overall rate is 97%, the Subrecipient will receive 50% of the \$33,333 allotted for this service category at a total amount of \$16,666.50.

Goal	Measures	Based on those who	Formula (/ is divided by, - is minus)	Source (How the measure will be tracked)	Pay Ratio (% of performance payment earned)
80%	Measurable Skills Gain (as defined by WIOA)	.... Are active yearly in education or training	# participants who make a skill gain utilizing the OC One-Stop center training	Detailed report, Services provided Individuals, actual begin date /# active participants. Does not capture carry overs	0% - 79% = \$0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount \$33,333
90%	Participant Satisfaction Rate	..... complete the One-Stop customer satisfaction survey	Survey matrix % of all received surveys (min of 1000)	Survey results. Minimum of 1000 surveys. One survey per customer	0% - 79% = \$0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount \$33,333
90%	Business Satisfaction Rate	..... complete the employer satisfaction survey	Survey matrix % of all received surveys (min of 300)	Survey results. Minimum of 300 surveys. One survey per employer	0% - 79% = \$0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount \$33,333
90%	One-Stop Partner Satisfaction Rate	..... complete the One-Stop partner satisfaction survey	Survey matrix % of all received surveys (min of 20)	Survey results. Minimum of 20 surveys. One survey per One-Stop partner	0% - 79% = \$0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount \$33,333
100%	WIOA One-Stop Mandatory co-located (WIOA 17 Required Partners) and paying into to the GG One-Stop Center	--- based on mandatory sub-lease agreements	One-Stop Sub-lease agreements from each mandatory co-located partner.	One-Stop MOU, Infrastructure Agreements and Subleases.	0% - 79% = \$0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount \$33,333
100%	WIOA One-Stop Mandatory co-located partners' Satisfaction Rate	--- complete One-Stop Mandatory Co-Located Partner satisfaction survey	Survey matrix % of all received surveys (min of 17)	Survey results. Minimum of 17 surveys. One survey per One-Stop Mandatory Co-Located Partner.	0% - 79% = \$0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount \$33,333



## FEDERAL AWARD IDENTIFICATION INFORMATION

The General Program Requirements were designed to provide the framework where the Contractor will provide Regional Workforce Services identified in this attachment.

### I. GOVERNANCE

Contractor agrees to comply, remain informed, and deliver services consistent with the provisions of the Workforce Innovation and Opportunity Act (WIOA), County of Orange, Orange County Workforce Development Board (OCWDB) Policies, and Orange County Regional and Unified Local Plan 2017-2021.

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

### II. GOVERNANCE REFERENCES

- A. Workforce Investment Act/Workforce Innovation and Opportunity Act - Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules/WIOA 20CFR Part 676,677and 678.
- B. Department of Labor, Employment and Training Administration, 20 CFR Part 652 et al. Workforce Investment Act; Final Rules/WIOA 20CFR Part 676,677and 678.
- C. Additional state and federal agencies that provide funding to the County of Orange/OC Community Resources/OC Community Services/Community Investment Division that may be incorporated herein.
- D. Information Bulletins, Directives and any other federal and state guidance documents pertaining to the WIOA.
- E. Actions, directives, and policy and procedures issued by OC Community Resources/OC Community Services/Community Investment Division/Orange County Workforce Development Board (OCWDB) or staff relevant to this CONTRACT, specifically Management Information System (MIS) Policies and Procedures, Monitoring Guide Policy and Procedure, Audit Requirements Policy and Procedure and Selective Service Policy and Procedure.
- F. County of Orange policies, as applicable.
- G. In accordance with the requirements of 2 CFR 200.330 (Subrecipient and Contractor determination) and for the purpose of this Contract, America Works of California, Inc. is determined to be a Subrecipient.

**III. FEDERAL AWARD IDENTIFICATION**

FAIN INFORMATION				
<b>A.</b>	Subrecipient Name:	America Works of California, Inc.		
<b>B.</b>	Subrecipient's Unique Identifier (D-U-N-S):	78-862-4315		
	Unique Entity Identifier (UEI):	CF8KYFSH5P23		
<b>C.</b>	Federal Award Identification Number (FAIN):	See Table F		
<b>D.</b>	Federal Award Date:	See Table F		
<b>E.</b>	Subaward Period of Performance:	July 1, 2022 – June 30, 2023		
<b>F.</b>	Total Amount of Federal Funds Obligated by the Action:	\$2,000,000		
	<b>CFDA</b>	<b>FAIN</b>	<b>Award Date</b>	<b>Formula Funds</b>
	17.258	AA-34757-20-55-A-6	07/01/22-06/30/23	Adult Formula Rd 1-201
	17.258	AA-34757-20-55-A-6	07/01/22-06/30/23	Dislocated Worker Rd 1-501
	<b>TOTAL:</b>			<b>\$2,000,000</b>
	<b>CFDA</b>	<b>FAIN</b>	<b>Award Date</b>	<b>Formula Funds</b>
	17.258	AA-34757-20-55-A-6	10/01/20-06/30/22	Adult Formula Rd 1-201
	17.258	AA-34757-20-55-A-6	10/01/20-06/30/22	Dislocated Worker Rd 1-501
	<b>TOTAL:</b>			<b>\$200,000</b>
<b>G.</b>	Total Amount of Federal Funds Obligated to the Subrecipient:	\$2,000,000 (\$2,000,000 funding is contingent on federal funding availability. Pay for Performance \$200,000 funding is contingent on federal funding availability and performance outcomes at the end of the contract period.)		
<b>H.</b>	Total Amount of the Federal Award:	N/A		
<b>I.</b>	Federal Award Project Description:	Funding to operate Orange County One-Stop Center(s) and affiliate sites.		
<b>J.</b>	Federal Awarding Agency:	Department of Labor Employment and Training Administration		
<b>K.</b>	Name of PTE:	Employment Development Department and County of Orange		
<b>L.</b>	Contact Information for the Awarding Official:	Carma Lacy, Executive Director		
	Phone Number:	(714) 480-6420		
	E-mail Address:	<a href="mailto:Carma.Lacy@occr.ocgov.com">Carma.Lacy@occr.ocgov.com</a>		
<b>M.</b>	CFDA Number:	See Table F		
	CFDA Name:	See Table F		
<b>N.</b>	Whether Award is R&D:	No		
<b>O.</b>	Indirect Cost Rate for the Federal Award:	10% Cap		