



## A G E N D A

### Orange County Workforce Development Board One-Stop Oversight Committee Meeting

January 14, 2021

1:00 P.M.

[www.ocboard.org](http://www.ocboard.org)

**\*Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, this meeting will be held by Zoom. Members of the public may observe and address the meeting telephonically. To attend the meeting via teleconference please call:**

**Dial (for higher quality, dial a number based on your current location):**

**US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or +1 312 626 6799 or +1 646 558 8656  
or +1 301 715 8592**

**Webinar ID: 920 3745 2144 / Passcode: 264606 (once you enter this code, you should be automatically connected to the call; you will remain on the line until the meeting begins).**

**Link to meeting:** <https://zoom.us/j/92037452144?pwd=Wnk1WWJleHpLRkdrcEJ2U0hwbIV1UT09>

**The Board encourages your participation. If you wish to speak you may do so during Public Comment. To speak during Public Comment, press \*9 following the Chair's invitation from the public to speak. Once acknowledged and prompted by the Chair, you may begin to speak. Except as otherwise provided by law, no action shall be taken on any item not appearing in the agenda. When addressing the Council, please state your name for the record prior to providing your comments.**

This agenda contains a brief description of each item to be considered. Except as provided by law, no action shall be taken on any item not appearing in the agenda. Members of the public that wish to send comments or speak on an item(s) may send a completed Speaker Request Form(s) identifying the items and send them to [OCCSAdvisoryCouncilsBoards@occr.ocgov.com](mailto:OCCSAdvisoryCouncilsBoards@occr.ocgov.com) prior to the beginning of the meeting. To speak on a matter not appearing in the agenda, but under the jurisdiction of this Advisory Committee, you may do so during Public Comments. Speaker request forms must be sent prior to the beginning of the meeting, the reading of the individual agenda items and/or the beginning of Public Comments. When addressing the Committee, it is requested that you state your name for the record. Address the Board as a whole through the Chair. Comments to individual Members or staff are not permitted. Speakers are limited to three (3) minutes.

Materials/handouts can be requested up to 72 hours in advance of the meeting by visiting <https://www.occommunityservices.org/cid/oc-workforce-development-board>

*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. TDD/TTY users, please call the California Relay Service (800) 735-2922 or 711. If you need special assistance to participate in this program, please contact 714-480-6500 at least 72 hours prior to the event to allow reasonable arrangements to be made to ensure program accessibility.*

**AGENDA:**

1. CALL TO ORDER: Chair Barbara Mason
2. PLEDGE OF ALLEGIANCE
3. BOARD MEMBER ROLL CALL: OC Community Services Representative
4. PUBLIC COMMENT:

At this time, members of the public may address the One-Stop Oversight Committee regarding any items within the subject jurisdiction, provided that no action is taken on off-agenda items unless authorized by law. (Comments shall be limited to three (3) minutes maximum).

**ACTION ITEM(S):**

5. MEMORANDUM OF UNDERSTANDING (MOU) POLICY  
*Recommendation: Approve the Memorandum of Understanding Policy for submission to the Executive Committee & OC Workforce Development Full Board for review and final approval.*
6. ONE-STOP OVERSIGHT COMMITTEE CHARTER  
*Recommendation: Approve the One-Stop Oversight Committee Charter draft document for submission to the Executive Committee & OC Workforce Development Full Board for review and final approval.*

**INFORMATION ITEM(S):**

7. PERFORMANCE AND SCOPE OF WORK
  - A. AMERICA WORKS SCOPE OF WORK
    - i. ONE-STOP OPERATOR QUARTERS 1 & 2 PERFORMANCE
  - B. MANAGED CAREER SOLUTIONS SCOPE OF WORK
    - i. TITLE I CAREER SERVICES QUARTERS 1 & 2 PERFORMANCE
  - C. GOODWILL OF ORANGE COUNTY AB1111 SCOPE OF WORK
    - i. AB1111 QUARTERS 1 & 2 PERFORMANCE
  - D. OCAPICA SSA Program EPP/WEX/VTR SCOPE OF WORK
    - i. SSA QUARTER 1 PERFORMANCE
8. ONE-STOP SURVEYS
  - A. ONE-STOP SYSTEM PARTNERS SURVEY
  - B. ONE-STOP PARTICIPANT SURVEY
9. OCWDB / CID STAFF WIOA ONE-STOP UPDATE(S)
  - A. NEEDS RELATED SUPPORT SERVICES
  - B. 211 OC
  - C. LOCATION(S)
    - i. SOUTH COUNTY ONE-STOP
    - ii. THEO LACY
    - iii. GARDEN GROVE ONE-STOP
    - iv. ONE-STOP MOBILE UNIT
  - D. BUSINESS & ECONOMIC RECOVERY CALL CENTER
  - E. GRANT MATRIX

## **ADJOURNMENT**

DISCLAIMER: No member of the Orange County Workforce Development Board (OCWDB) shall sign a letter or make a statement purported to represent the position of OCWDB as a body. Letters or verbal statements of support or opposition on any issue shall only be made or signed by the Chair of OCWDB and shall be submitted to the Board for approval. The policy of the Board of Supervisors does not allow OCWDB or its Chair to sign a letter of position on any matters pertaining to legislation. OCWDB members may write personal letters or speak as individuals stating personal positions but may not do so as representing the position or opinion of OCWDB.



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# OC Community Resources

[DATE]

**To:** WIOA Subrecipients of the Orange County  
Workforce Development Area

**From:** Carma Lacy  
Director of Workforce Development

**Subject:** Memorandum of Understanding (MOU) Policy  
Information Notice No. 20-OCWDB-XX

## PURPOSE

The purpose of the Memorandum of Understanding (MOU) policy is to define the roles and responsibilities, including service delivery and financial responsibility, of each Partner for the operation of the Orange County One-Stop delivery system. The One-Stop delivery system must provide services as required by the Workforce Innovation and Opportunity Act (WIOA).

## REFERENCES

- WIOA, Public Law 113-128.
- 20 CFR. 678.300, 678.420, 678.500, 678.670, 678.700, 678.720
- 29 CFR. 38
- 34 CFR. 463 and 361
- 2 CFR 200, 2900, and 3474
- USDOL, Training and Employment Guidance Letter (TEGL) No. 17-16, *Infrastructure Funding of the One-Stop Delivery System*, (January 18, 2017).
- USDOL, TEGL No. 16-16, *One-Stop Operations Guidance for the American Job Center Network*, (January 18, 2017)
- EDD, WSD18-12 *WIOA Memorandums of Understanding* (April 30, 2019)

## EFFECTIVE DATE

This policy is effective immediately upon issuance.

## BACKGROUND

Under WIOA, an MOU serves as a critical mechanism to ensure that the roles and responsibilities of each entity involved with Orange County's workforce development system are well-defined and mutually agreed upon for the successful operation of the integrated service delivery system. WIOA requires that an MOU be executed between the Local Workforce Development Board (LWDB), the Chief Local Elected Official (CLEO), and the One-Stop System Partners (Partners). A One-Stop System includes



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required Partners and those additional identified Partners that carry out programs and services in accordance with WIOA.

The three major components of each MOU are as follows:

1. Shared Customers
2. Shared Services
3. Shared Costs

All Partners that participate in an area's workforce delivery system must be included in the MOU and must abide by the MOU terms and applicable federal, state, and local rules, plans, and policies as required under each Partner's program.

The operating budget of the One-Stop Centers is the financial plan to achieve the goals of delivering services in a local area, and the Infrastructure Funding Agreement/ cost allocation is a key component of the MOU because it establishes the terms and conditions of how the shared costs of operations and key services of the One-Stop system will be funded.

### **Definitions**

Additional costs - Non-infrastructure expenditures related to the operation of the One-Stop delivery system that must include the costs incurred by each required Partner to provide its career services and may include shared operating costs and shared service costs.

Affiliate One-Stop Center - A location where job seekers and employers can access the programs, services, and activities of one or more Partners. An Affiliate One-Stop Center is not required to provide access to all Partner programs.

America's Job Center of California<sup>SM</sup> (AJCC) – The common identifier used within California for One-Stop Centers, the One-Stop system, and access points to WIOA affiliated programs and services.

Cash contributions - Cash funds used to cover a Partner's proportionate share of the One-Stop Center.

Chief Local Elected Official (CLEO) – In Orange County, this refers to the Orange County Board of Supervisors.

Comprehensive One-Stop Center - A physical location where job seekers and employers can access the programs, services, and activities of all required One-Stop Center Partners.

Cost allocation - The share of each Partner program's infrastructure costs based on its proportionate use of the One-Stop Center, if benefit is received from that use.

Direct linkage - Providing customers in a One-Stop Center with direct connection by phone or through real-time Web-based communication to a program staff member who can provide meaningful program information or services to the customer.

Disability - With respect to an individual:

1. A physical or mental impairment that substantially limits one or more of the major life activities of such individual;

2. A record of such an impairment; or
3. Being regarded as having such an impairment.

Infrastructure costs - Non-personnel costs that are necessary for the general operation of a One-Stop Center, including rental costs of the facility, utilities, maintenance, supplies, equipment, technology to facilitate access, and outreach activities.

Infrastructure Funding Agreement (IFA) - A portion of the MOU that identifies local infrastructure costs and includes provisions for determination of partner shares and resolution of infrastructure funding-related issues that may arise.

Limited English Proficient (LEP) individual - An individual whose primary language for communication is not English and who has a limited ability to read, speak, write and/or understand English. LEP individuals may be competent in English for certain types of communication (e.g., speaking or understanding), but still be LEP for other purposes (e.g., reading or writing).

Local workforce development system - A system under which entities responsible for administering separate workforce development, education and human services programs collaborate to create a seamless system of service delivery that will enhance access to the program services and improve long term employment outcomes for individuals and businesses.

One-Stop Operator – Organization procured by the LWDB to coordinate the service delivery of participating One-Stop Partners and Service Providers.

One-Stop Center Partner (Partner) - An organization that participates in the operation of the local workforce development system.

Specialized centers - Centers that address specific needs, including those for dislocated workers, youth, or key industry sectors, or clusters.

Third-party in-kind contributions: Contributions by a non-Partner to support the One-Stop Center in general, not a specific Partner; or contributions by a non-One-Stop Center Partner to a One-Stop Center Partner to support its proportionate share of the infrastructure costs. Unrestricted contributions that support the One-Stop Center in general would lower the total amount of infrastructure costs prior to proportionate division whereas restricted contributions can be used by the intended partner(s) to lower their share of the infrastructure costs.

### **Policy and Procedures**

Each local area must have at least one Comprehensive One-Stop Center that provides universal access to the full range of employment services, training and education, and employer assistance. A Comprehensive One-Stop Center is a physical location where job seekers and employers have access to the programs, services, and activities of all the required Partners.

One-Stop Center services are provided through one of the following methods:

1. Co-location - Program staff from each Partner are physically present at the One-Stop Center.

2. Cross Information Sharing – Staff who are physically present at the One-Stop Center are properly trained to provide information about all programs, services, and activities, which are available to the customer through other Partners.
3. Direct access through real time technology – Access through two-way communication and interaction between customers and the Partners that result in services being provided.

As the LWDB, Orange County Workforce Development Board (OCWDB) is responsible for initiating the development and execution of the One-Stop Center MOU. This MOU acts as the functional tool as well as a visionary plan for how OCWDB, the One-Stop Operator, and the Partners will work together to create a unified service delivery system that best meets the needs of their shared customers. The One-Stop Operator is to ensure the implementation of Partner responsibilities and contributions agreed upon in the MOU and coordination of the service delivery of the required Partners and Service Providers.

### **System Overview**

The key purpose of the MOU is to define Partner roles and responsibilities and establish cohesiveness across the workforce development system to ensure efficiency within the One-Stop system.

Core program of the workforce development system include:

1. Youth, adult and dislocated worker employment and training activities
2. Adult education and literacy activities
3. Wagner-Peyser Act employment services
4. Vocational rehabilitation services

One-Stop Partners are the entities that carry out the core programs in a local area. The One-Stop delivery system must include comprehensive One-Stop Centers but may also include Affiliate or Specialized One-Stop Centers. Required Partner programs and additional partners that carry out their programs in the local area are required to share infrastructure costs and certain additional costs.

All One-Stop Partners, whether they are required or additional partners, must contribute to infrastructure costs of the One-Stop Centers based on proportionate use and relative benefits received. The required Partners must provide access to their programs in the comprehensive centers and contribute to infrastructure costs of those centers. These Partners also make applicable careers services available at the comprehensive One-Stop Center and may contribute to shared services and operating costs. Only those Partners that participate in the Affiliate One-Stop Centers would be required to contribute to the infrastructure costs. The financial contributions of One-Stop Partners through a direct linkage will be different than those One-Stop Partners with a physical presence, regardless of the type of center.

OCWDB, in collaboration with One-Stop Partners, must develop and continuously improve the One-Stop system in order to meet the needs of employers, workers, and job seekers, including those with significant barriers to employment and those participants with disabilities.

### **Required One-Stop Partner Programs**

1. WIOA Title I Adult, Dislocated Worker, and Youth
2. WIOA Title II Adult Education and Literacy
3. WIOA Title III Wagner-Peyser

4. WIOA Title IV Vocational Rehabilitation
5. Carl Perkins Career Technical Education
6. Title V Senior Community Service Employment Program (Older Americans Act)
7. Job Corps
8. Indian and Native American Programs
9. National Farmworker Jobs Programs (NFJP)/Migrant and Seasonal Farmworker Programs
10. Veterans
11. Youth Build
12. Trade Adjustment Assistance Act
13. Community Services Block Grant Employment and Training Activities
14. Housing & Urban Development Employment and Training Programs
15. Unemployment Compensation Programs
16. Reentry Employment Opportunities (REO) program/Second Chance
17. Temporary Assistance for Needy Families (CalWORKs)

### **Additional One-Stop Partners**

Additional One-Stop Partners may include Social Security Administration Employment and Training Programs; (i.e. Ticket to Work and Self Sufficiency Programs), Department of Agriculture Supplemental Nutrition and Assistance Program (CalFresh) employment and training programs; the Client Assistance Programs authorized under Section 112 of the Rehabilitation Act of 1973; National Community and Service Act Programs; employment and training programs carried out by the Small Business Administration; and other programs, including but not limited to, employment, education, or training programs such as those operated by libraries, foundations, community based programs, or in the private sector. Partnerships with local mental health, housing, and transportation agencies also provide opportunities to complement and streamline supportive services through the One-Stop network.

### **Overview of Partner Responsibilities**

The One-Stop Partners of the MOU must agree to participate in joint planning and development of the MOU and modification of activities to accomplish the following:

1. Accessibility of the Partners applicable service(s) to customers through the One-Stop service delivery system at all locations.
2. Use a portion of its funds to the extent consistent with the relevant authorizing statute to:
  - Provide applicable career services; and
  - Work collaboratively with OCWDB to establish and maintain the One-Stop Delivery system.
3. Participation in the operation of the One-Stop delivery system, consistent with the terms of the MOU and requirements of authorized laws.
4. All Partners and staff are adequately cross trained as a result of their participation in capacity building and staff development activities.
5. Continuous partnership building by requiring inclusion of all Partners involved in the One-Stop delivery system.
6. Continuous adaptation to federal, state, and local guidelines.
7. Meet common data collection and reporting needs via CalJOBS<sup>SM</sup>.
8. Involvement in Special Grant and/or pilot projects that impact a Partner's shared staffing resources.

## Required Components of the MOU

1. Convening of Parties to MOU
  - OCWDB is responsible for convening and working with One-Stop Partners to ensure all parties have an opportunity to fully participate in the development of the MOU, to achieve consensus, and informally mediate disagreements.
  - OCWDB is responsible for providing technical assistance to new One-Stop Partners to ensure they are aware of elements in the MOU and One-Stop service delivery infrastructure cost arrangement.
2. Purpose and Scope of MOU
3. Vision for the System
4. MOU development
  - The MOU must be developed and negotiated with all required Partners.
  - The One-Stop Operator can participate in the MOU development process, however, the responsibility of negotiating the MOU cannot be delegated to them as part of the competitive procurement process.
5. Name and location of the One-Stop Center(s)
  - Including comprehensive, affiliated, and specialized centers.
  - Define any other operating titles assigned to each center.
6. Description of the One-Stop Center Services
7. Procurement of the One-Stop-Operator
8. Referral Process
  - Methods of referral of individuals between the One-Stop Partners for appropriate services and activities.
  - Referral must strive towards including a coordinated and integrated approach to common intake procedures, career services, business services, and data sharing among Partners.
  - Referral methods can include, but are not limited to written, electronic, or phone referrals to Partner programs.
  - Partners will refer individuals to appropriate services and activities and receive feedback on the outcome of the referral.
9. Physical Accessibility
  - Facilities must be designed, constructed, or altered so that they are internally and externally accessible and usable by individuals with disabilities.
10. Programmatic Accessibility
  - Services must be available to all One-Stop Center customers regardless of disability or cultural background.
  - One-Stop Center must provide reasonable accommodations for individuals with disabilities, administer programs in the most integrated setting appropriate, communicate with persons with disabilities as effectively as with others, and provide appropriate auxiliary aids or services.
  - One-Stop Operators must provide a translator or translation service for Limited English Proficient (LEP) participants.
  - For those participants who are unable to access services at a comprehensive or affiliate office, the mobile American Job Center is available as a local access point.
11. Confidentiality
  - All parties to the MOU must expressly agree to abide by all applicable federal, state, or local laws and regulations regarding confidential information.

- Each party to the MOU must ensure the collection and use of any information, systems, or records that contain personally identifiable information (PII) will be limited to the purposes that support the programs and activities described in the MOU.
- Each party must ensure that access to software systems and files under its assigned control that contain PII will be limited to authorized staff members who are assigned responsibilities in support of the services and activities described in the MOU.

#### 12. Data sharing and Collection

- Partners must work cooperatively to share data to the extent necessary – as permitted or required by applicable statute or regulation - and enter into data sharing agreements as required.

#### 13. Collection of data includes tracking the number of participants using the One-Stop system with VOS Greeter and the addition of activities to the participant's files to ensure all services to participants are documented VOS Greeter to Cost Sharing of Services

- The MOU documents how the costs of operating the One-Stop Center are going to be shared.
- Includes operating and personnel costs for those who deliver services directly to business and job seeker customers.
- Costs may include service contracts with vendors or contractors, equipment, and supplies.
- Shared service costs may include funds authorized for, and may be commonly provided through, any of the One-Stop programs:
  - Initial intake
  - Assessment of needs
  - Evaluation of basic skills
  - Identification of appropriate services
  - Referrals to other One-Stop Partners, and
  - Business services

#### 14. Duration/Amendment/Appeal Procedures

- The MOU must include provisions specifying its duration and the procedures for amending it, including the notice a Partner must give all other Partners before amendments are made.
- The MOU will be amended should there be any significant changes to the shared customers, services, and/or costs (IFA).
- If the MOU is amended, OCWDB shall notify their EDD Regional Advisor.
- The MOU will include guidelines concerning the document's termination, dispute resolution between Partners, and the appeals process.

#### 15. Renewal Provisions

- The MOU must be renewed at least once every three (3) years and must provide an assurance that the parties agree to abide by the process of the modification.
- The Cost Allocation Plan must be reviewed annually.

#### 16. Additional Partners

#### 17. Other Contributions

- Contributions made to the One-Stop system by a non-Partner entity
- Third-party in-kind contributions made to supplement the operation of the One-Stop system must be documented

## 18. Non-Discriminatory and Equal Opportunity

- The parties must specifically agree that they will comply fully with the non-discrimination and equal opportunity provisions of:
  - Workforce Innovation and Opportunity Act Section 188
  - American with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)
  - Nontraditional Employment for Women Act of 1991
  - Civil Rights Act of 1964 Title VI (as amended)
  - Rehabilitation Act of 1973 Section 504 (as amended)
  - Age Discrimination Act of 1967 (as amended)
  - Education Amendments of 1972 Title IX (as amended)

## 19. Priority of Service

The following demographics are specifically targeted for services:

- Individuals with significant barriers to employment
- Displaced homemakers
- Eligible migrant and seasonal farmworkers
- Re-entry services
- Homeless individuals
- Individuals facing substantial cultural barriers
- Individuals with disabilities, including youth with disabilities
- Individuals within two years of exhausting TANF lifetime eligibility
- Individuals who are English Language Learners
- Individuals who are unemployed, including long term unemployed individuals who have low levels of literacy
- Individuals without a high school diploma
- Low income individuals (including CalWORKs and CalFresh recipients), Native Americans, Alaskan Natives, and Native Hawaiians, Older individuals, Single parents, Pregnant women, and Veterans
- Youth who are in, or have aged out of, the foster care system

## 20. Additional Local Provisions (Optional)

## 21. Authority and Signatures

### **One-Stop Operating Budget and Costs**

The operating budget of the One-Stop Center(s) is the financial plan in which the Partners and OCWDB have agreed in order to achieve service delivery goals in the local area. The MOU must contain, among other things, provisions describing how the costs of services provided by the One-Stop delivery system and how the operating costs of such system will be funded, including the infrastructure costs for the system. All Partners must agree to the budget and cost allocation methodology. These must meet the standards of proportionate use and relative benefit and comply with federal cost principles. The requirements of each MOU Partner's authorizing legislation must be adhered to in the workforce system. Additionally, participation in the system is supplementary to other regulatory requirements applicable to each Partner's program(s).

The main cost categories include:

1. Infrastructure Funding Agreement (IFA)
2. Other/Career Services

### **Cost Allocation Methodology**

Any cost allocation methodology selected must adhere to the following:

1. Represents a measure of cost generation or cost benefit that results in an equitable distribution of costs of services rendered or goods provided.
2. Be based on the proportionate use of the benefit received by each Partner
3. Be consistent with the federal laws authorizing each Partner's program (including any local administrative cost requirements).
4. Comply with Uniform Guidance federal cost principles
5. Include only costs that are allowable, reasonable, and necessary, and allocable to each program Partner
6. Be consistent over time

Cost allocation methods that may be used include, but are not limited to, the following:

1. The proportion of a Partner's program's occupancy percentage of the One-Stop Center.
2. The proportion of a Partner's program's customers compared to customers in the One-Stop Center.
3. The proportion of a Partner's program's staff compared to all staff at the One-Stop Center.
4. The percentage of a Partner's program's use of the equipment in the One-Stop Center.

### **Infrastructure Funding Agreement (IFA)**

Infrastructure costs of the One-Stop service delivery are defined as non-personnel costs that are necessary for the general operation of the One-Stop Center, including: rental of facilities; utilities and maintenance; equipment (including assessment-related and assistive technology for individuals with disabilities); and technology to facilitate access to the One-Stop Center, including technology used for the center's planning and outreach activities system. The IFA must also have an "Access and Accommodation" line item for ensuring physical and programmatic access to the One-Stop Center by individuals with disabilities. Partners who are physically co-located in the One-Stop Center, whether full-time or part-time, are considered to receive a direct benefit that is allocable, therefore, they must contribute their proportionate share towards the infrastructure costs. Partners who are not co-located in the One-Stop Center may also be receiving benefit from the One-Stop system. However, that benefit must be clearly identified and allocable by way of reliable data and a cost methodology that demonstrates the Partner's usage of and benefit from the center and its services. Native American programs are not required to contribute to infrastructure funding but are encouraged to contribute.

In order to remain in compliance with Uniform Guidance cost allocability rules, the requirement to contribute to infrastructure costs at this time only applies to those Partners who are physically co-located in the One-Stop Centers. However, it is important to note that non-co-located Partners are still required to contribute to other system costs based on their proportionate share of the applicable career services as identified in the MOU.

The IFA will be reconciled regularly against actual costs incurred and adjusted accordingly. The reconciliation ensures that the budget reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each Partner in proportion to the Partner's use of the One-Stop Center and relative benefit received. The One-Stop Center operating budget may be further refined by the One-Stop Partners, as needed, to assist in tracking their contributions. The MOU must include a reconciliation schedule, identify who will



be responsible for the reconciliation, and include the names and/or titles of Partners who will be approving the reconciliation.

### **Determining the source of funds to pay Infrastructure Costs**

One-Stop Partners must remain in compliance with their authorizing federal statute as well as WIOA, which provides stipulations on the types of funds certain Partners are allowed to use toward their proportionate share under the IFA. These limitations include the following:

1. WIOA Title I – Infrastructure costs can be paid as program or administrative costs.
2. WIOA Title II – Infrastructure costs can only be from local administrative funds or from non-federal sources that are cash, in-kind, or third-party contributions.
3. WIOA Title III – Any available funds may be utilized for infrastructure costs.
4. WIOA Title IV – Infrastructure costs are paid from administrative costs.
5. Title V of the Older Americans Act – may use either administrative and/or program funds
6. Career and Technical Education – Infrastructure costs must be paid from funds available for local administration of postsecondary level programs and activities to eligible participants, or a consortium of eligible participants, and may be paid from funds made available by the state or non-federal sources that are cash, in-kind, or third-party contributions.
7. TANF/CalWORKs – Infrastructure costs can be paid only from employment and training administration funds.

There are no set caps on the amount or percent of overall funding a One-Stop Partner is responsible for contributing to fund infrastructure costs, except that administrative costs may not exceed the amount available for administrative costs under the authorizing statute of the authorizing program.

### **Other/Career Service Costs**

One-Stop Partners must share additional costs, which may include applicable career services, or shared operating and services costs that are necessary for the general operation of the One-Stop delivery system. These additional common costs may include initial intake assessment of needs appraisal of basic skills identification of appropriate services to meet such needs referrals to other Partners and business services.

Shared operating costs may also include shared costs related to OCWDB functions (Operator, policy, oversight of partnerships and effectiveness, etc).

### **Cash, In-Kind, or Third-Party In-Kind Contributions**

One-Stop Partners may provide cash, in-kind, or third-party in-kind contributions for their proportionate share of infrastructure costs. If non-cash or in-kind contributions are used, they cannot include non-infrastructure costs and they must be valued consistent with the Uniform Guidance to ensure they are fairly evaluated and meet the Partner's proportionate share.

If third-party in-kind contributions are made to support the One-Stop Center as a whole (such as space), those contributions will not count toward a specific Partner's proportionate share of infrastructure. Rather, the value of the contribution will be applied to the overall infrastructure costs and thereby reduce the contribution required for all Partners. When determining the use of non-cash and in-kind contributions, overall costs must be kept in mind as there must be enough cash contributions to cover those.

**MOU Submission**

Upon completion, the MOU must be signed by an authorized representative of OCWDB, Chief Local Elected Official(s), and all One-Stop Partners and submitted to the OCWDB's Employment Development Department Regional Advisor.

**ACTION**

Bring this policy to the attention of all staff and all relevant parties.

**INQUIRIES**

If you have any questions regarding this policy, please contact your Contract Administrator at 714-480-6500.



# Orange County Workforce Development Board

## One-Stop Oversight Committee Charter

The Orange County Workforce Development Board (OCWDB) One-Stop Oversight Committee (herein referred to as Committee) shall assist the OCWDB and the Orange County Board of Supervisors (BOS) in fulfilling its oversight responsibilities related to the Workforce Innovation and Opportunity Act (WIOA) 20 CFR § 678.300 -678.800.

### **Authority**

The One-Stop Oversight Committee is a standing committee of OCWDB established under Article VII of the Bylaws. The Committee has no expressed or implied power or authority.

### **Membership**

The OCWDB Chair shall appoint the Committee Chair. OCWDB members shall volunteer to be on the Committee and will be recommended by the OCWDB Chair. In such case that membership is not met, the OCWDB Chair will appoint members accordingly. The term of each Committee member shall coincide with the term of the OCWDB Chair. The OCWDB Chair, as the appointing authority may fill vacancies and may remove members from the Committee at any time with or without cause.

### **Responsibilities**

The One-Stop Oversight Committee shall provide information and assist with operational and other issues relating to the One-Stop delivery system in accordance with WIOA 20 CFR § 678:

- Subpart A – General Description of the One-Stop Delivery System (§§ 678.300 – 678.320)
- Subpart B – One-Stop Partners and the Responsibilities of Partners (§§ 678.400 – 678.440)
  - WIOA Title I Career Services (§§ 678.430)
- Subpart C – Memorandum of Understanding for the One-Stop Delivery Systems (§§678.500 – 678.510)
- Subpart D – One-Stop Operators (§§ 678.600 – 678.635)
- Subpart E – One-Stop Operating Costs (§§ 678.700 – 678.760)
- Subpart F – One-Stop Certification (§ 678.800)

The Committee will report its activities to the OCWDB every quarter at a minimum.

### **Meetings**

Committee meetings shall be held in accordance with the Ralph M. Brown Act (the “Brown Act”), Government Code Section 54950 et. Seq., as amended. The Committee will meet at least quarterly and may meet more often as needed. A majority (50% +1) of existing OCWDB members on the Committee shall constitute a quorum. The Committee Chair may invite any director, officer, staff member, subject matter expert or another advisor who isn’t a member of the Committee to attend, but these individuals have no voting power. All Committee approved actions and recommendations shall be brought to the Executive Committee for review. An Orange County Community Resources (OCCR) Administrative Support representative shall maintain a record of all proceedings. OCCR staff will digitally record meetings, and the digital file will act as the official record of the meeting.

The Committee shall review its Charter at least twice a year and recommend any proposed changes to the Executive Committee and OCWDB for review and final approval.

This Charter was written by [Committee Chair] and approved by the OCWDB on [Date].

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One-Stop Oversight Committee Chair

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OCWDB Chair

Attachment: WIOA 20 CFR § 678: Subparts A - F

DRAFT

### **§678.300 What is the One-Stop delivery system?**

(a) The One-Stop delivery system brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. One-Stop partners administer separately funded programs as a set of integrated streamlined services to customers.

(b) Title I of the Workforce Innovation and Opportunity Act (WIOA) assigns responsibilities at the local, State, and Federal level to ensure the creation and maintenance of a One-Stop delivery system that enhances the range and quality of education and workforce development services that employers and individual customers can access.

(c) The system must include at least one comprehensive physical center in each local area as described in §678.305.

(d) The system may also have additional arrangements to supplement the comprehensive center. These arrangements include:

(1) An affiliated site or a network of affiliated sites, where one or more partners make programs, services, and activities available, as described in §678.310;

(2) A network of eligible One-Stop partners, as described in §§678.400 through 678.410, through which each partner provides one or more of the programs, services, and activities that are linked, physically or technologically, to an affiliated site or access point that assures customers are provided information on the availability of career services, as well as other program services and activities, regardless of where they initially enter the public workforce system in the local area; and

(3) Specialized centers that address specific needs, including those of dislocated workers, youth, or key industry sectors, or clusters.

(e) Required One-Stop partner programs must provide access to programs, services, and activities through electronic means if applicable and practicable. This is in addition to providing access to services through the mandatory comprehensive physical One-Stop center and any affiliated sites or specialized centers. The provision of programs and services by electronic methods such as Web sites, telephones, or other means must improve the efficiency, coordination, and quality of One-Stop partner services. Electronic delivery must not replace access to such services at a comprehensive One-Stop center or be a substitute to making services available at an affiliated site if the partner is participating in an affiliated site. Electronic delivery systems must be in compliance with the nondiscrimination and equal opportunity provisions of WIOA sec. 188 and its implementing regulations at 29 CFR part 38.

(f) The design of the local area's One-Stop delivery system must be described in the Memorandum of Understanding (MOU) executed with the One-Stop partners, described in §678.500.

### **§678.305 What is a comprehensive One-Stop center and what must be provided there?**

(a) A comprehensive One-Stop center is a physical location where job seeker and employer customers can access the programs, services, and activities of all required One-Stop partners. A comprehensive One-Stop center must have at least one title I staff person physically present.

(b) The comprehensive One-Stop center must provide:

(1) Career services, described in §678.430;

(2) Access to training services described in §680.200 of this chapter;

(3) Access to any employment and training activities carried out under sec. 134(d) of WIOA;

(4) Access to programs and activities carried out by One-Stop partners listed in §§678.400 through 678.410, including the Employment Service program authorized under the Wagner-Peyser Act, as amended by WIOA title III (Wagner-Peyser Act Employment Service program); and

(5) Workforce and labor market information.

(c) Customers must have access to these programs, services, and activities during regular business days at a comprehensive One-Stop center. The Local Workforce Development Board (WDB) may establish other service hours at other times to accommodate the schedules of individuals who work on regular business days. The State WDB will evaluate the hours of access to service as part of the evaluation of effectiveness in the One-Stop certification process described in §678.800(b).

(d) "Access" to each partner program and its services means:

(1) Having a program staff member physically present at the One-Stop center;

(2) Having a staff member from a different partner program physically present at the One-Stop center appropriately trained to provide information to customers about the programs, services, and activities available through partner programs; or

(3) Making available a direct linkage through technology to program staff who can provide meaningful information or services.

(i) A "direct linkage" means providing direct connection at the One-Stop center, within a reasonable time, by phone or through a real-time Web-based communication to a program staff member who can provide program information or services to the customer.

(ii) A "direct linkage" cannot exclusively be providing a phone number or computer Web site or providing information, pamphlets, or materials.

(e) All comprehensive One-Stop centers must be physically and programmatically accessible to individuals with disabilities, as described in 29 CFR part 38, the implementing regulations of WIOA sec. 188.

#### **§678.310 What is an affiliated site and what must be provided there?**

(a) An affiliated site, or affiliate One-Stop center, is a site that makes available to job seeker and employer customers one or more of the One-Stop partners' programs, services, and activities. An affiliated site does not need to provide access to every required One-Stop partner program. The frequency of program staff's physical presence in the affiliated site will be determined at the local level. Affiliated sites are access points in addition to the comprehensive One-Stop center(s) in each local area. If used by local areas as a part of the service delivery strategy, affiliate sites must be implemented in a manner that supplements and enhances customer access to services.

(b) As described in §678.315, Wagner-Peyser Act employment services cannot be a stand-alone affiliated site.

(c) States, in conjunction with the Local WDBs, must examine lease agreements and property holdings throughout the One-Stop delivery system in order to use property in an efficient and effective way. Where necessary and appropriate, States and Local WDBs must take expeditious steps to align lease expiration dates with efforts to consolidate One-Stop operations into service points where Wagner-Peyser Act employment services are colocated as soon as reasonably possible. These steps must be included in the State Plan.

(d) All affiliated sites must be physically and programmatically accessible to individuals with disabilities, as described in 29 CFR part 38, the implementing regulations of WIOA sec. 188.

#### **§678.315 Can a stand-alone Wagner-Peyser Act Employment Service office be designated as an affiliated One-Stop site?**

(a) Separate stand-alone Wagner-Peyser Act Employment Service offices are not permitted under WIOA, as also described in §652.202 of this chapter.

(b) If Wagner-Peyser Act employment services are provided at an affiliated site, there must be at least one or more other partners in the affiliated site with a physical presence of combined staff

more than 50 percent of the time the center is open. Additionally, the other partner must not be the partner administering local veterans' employment representatives, disabled veterans' outreach program specialists, or unemployment compensation programs. If Wagner-Peyser Act employment services and any of these 3 programs are provided at an affiliated site, an additional partner or partners must have a presence of combined staff in the center more than 50 percent of the time the center is open.

**§678.320 Are there any requirements for networks of eligible One-Stop partners or specialized centers?**

Any network of One-Stop partners or specialized centers, as described in §678.300(d)(3), must be connected to the comprehensive One-Stop center and any appropriate affiliate One-Stop centers, for example, by having processes in place to make referrals to these centers and the partner programs located in them. Wagner-Peyser Act employment services cannot stand alone in a specialized center. Just as described in §678.315 for an affiliated site, a specialized center must include other programs besides Wagner-Peyser Act employment services, local veterans' employment representatives, disabled veterans' outreach program specialists, and unemployment compensation.

**Subpart B—One-Stop Partners and the Responsibilities of Partners**

**§678.400 Who are the required One-Stop partners?**

(a) Section 121(b)(1)(B) of WIOA identifies the entities that are required partners in the local One-Stop delivery systems.

(b) The required partners are the entities responsible for administering the following programs and activities in the local area:

(1) Programs authorized under title I of WIOA, including:

- (i) Adults;
- (ii) Dislocated workers;
- (iii) Youth;
- (iv) Job Corps;
- (v) YouthBuild;
- (vi) Native American programs; and
- (vii) Migrant and seasonal farmworker programs;

(2) The 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;

(3) The Adult Education and Family Literacy Act (AEFLA) program authorized under title II of WIOA;

(4) The 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;

(5) The Senior Community Service Employment Program authorized under title V of the Older Americans Act of 1965 (42 U.S.C. 3056 *et seq.*);

(6) 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.*);

(7) Trade Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 *et seq.*);

(8) Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.;

(9) Employment and training activities carried out under the Community Services Block Grant (42 U.S.C. 9901 *et seq.*);

(10) Employment and training activities carried out by the Department of Housing and Urban Development;

(11) Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law);

(12) Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532); and

(13) 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).

**§678.405 Is Temporary Assistance for Needy Families a required One-Stop partner?**

(a) Yes, TANF, authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*), is a required partner.

(b) The Governor may determine that TANF will not be a required partner in the State, or within some specific local areas in the State. In this instance, the Governor must notify the Secretaries of the U.S. Departments of Labor and Health and Human Services in writing of this determination.

(c) In States, or local areas within a State, where the Governor has determined that TANF is not required to be a partner, local TANF programs may still work in collaboration or partnership with the local One-Stop centers to deliver employment and training services to the TANF population unless inconsistent with the Governor's direction.

**§678.410 What other entities may serve as One-Stop partners?**

(a) Other entities that carry out a workforce development program, including Federal, State, or local programs and programs in the private sector, may serve as additional partners in the One-Stop delivery system if the Local WDB and chief elected official(s) approve the entity's participation.

(b) Additional partners may include, but are not limited to:

(1) Employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec. 1148 of the Social Security Act (42 U.S.C. 1320b-19);

(2) Employment and training programs carried out by the Small Business Administration;

(3) Supplemental Nutrition Assistance Program (SNAP) employment and training programs, authorized under secs. 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4));

(4) Client Assistance Program authorized under sec. 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732);

(5) Programs authorized under the National and Community Service Act of 1990 (42 U.S.C. 12501 *et seq.*); and

(6) Other appropriate Federal, State or local programs, including, but not limited to, employment, education, and training programs provided by public libraries or in the private sector.

**§678.415 What entity serves as the One-Stop partner for a particular program in the local area?**

(a) The entity that carries out the program and activities listed in §678.400 or §678.410, and therefore serves as the One-Stop partner, is the grant recipient, administrative entity, or organization responsible for administering the funds of the specified program in the local area. The term "entity" does not include the service providers that contract with, or are subrecipients of, the local administrative entity. For programs that do not include local administrative entities, the responsible State agency must be the partner. Specific entities for particular programs are identified in paragraphs (b) through (e) of this section. If a program or activity listed in §678.400 is not carried out



in a local area, the requirements relating to a required One-Stop partner are not applicable to such program or activity in that local One-Stop delivery system.

(b) For title II of WIOA, the entity or agency that carries out the program for the purposes of paragraph (a) of this section is the sole entity or agency in the State or outlying area responsible for administering or supervising policy for adult education and literacy activities in the State or outlying area. The State eligible entity or agency may delegate its responsibilities under paragraph (a) of this section to one or more eligible providers or consortium of eligible providers.

(c) For the VR program, authorized under title I of the Rehabilitation Act of 1973, as amended by WIOA title IV, the entity that carries out the program for the purposes of paragraph (a) of this section is the designated State agencies or designated State units specified under sec. 101(a)(2) of the Rehabilitation Act that is primarily concerned with vocational rehabilitation, or vocational and other rehabilitation, of individuals with disabilities.

(d) Under WIOA title I, the national programs, including Job Corps, the Native American program, YouthBuild, and Migrant and Seasonal Farmworker programs are required One-Stop partners. The entity for the Native American program, YouthBuild, and Migrant and Seasonal Farmworker programs is the grantee of those respective programs. The entity for Job Corps is the Job Corps center.

(e) For the Carl D. Perkins Career and Technical Education Act of 2006, the entity that carries out the program for the purposes of paragraph (a) of this section is the eligible recipient or recipients at the postsecondary level, or a consortium of eligible recipients at the postsecondary level in the local area. The eligible recipient at the postsecondary level may also request assistance from the State eligible agency in completing its responsibilities under paragraph (a) of this section.

#### **§678.420 What are the roles and responsibilities of the required One-Stop partners?**

Each required partner must:

(a) Provide access to its programs or activities through the One-Stop delivery system, in addition to any other appropriate locations;

(b) Use a portion of funds made available to the partner's program, to the extent consistent with the Federal law authorizing the partner's program and with Federal cost principles in 2 CFR parts 200 and 2900 (requiring, among other things, that costs are allowable, reasonable, necessary, and allocable), to:

(1) Provide applicable career services; and

(2) Work collaboratively with the State and Local WDBs to establish and maintain the One-Stop delivery system. This includes jointly funding the One-Stop infrastructure through partner contributions that are based upon:

(i) A reasonable cost allocation methodology by which infrastructure costs are charged to each partner based on proportionate use and relative benefit received;

(ii) Federal cost principles; and

(iii) Any local administrative cost requirements in the Federal law authorizing the partner's program. (This is further described in §678.700.)

(c) Enter into an MOU with the Local WDB relating to the operation of the One-Stop delivery system that meets the requirements of §678.500(b);

(d) Participate in the operation of the One-Stop delivery system consistent with the terms of the MOU, requirements of authorizing laws, the Federal cost principles, and all other applicable legal requirements; and

(e) Provide representation on the State and Local WDBs as required and participate in Board committees as needed.

**§678.425 What are the applicable career services that must be provided through the One-Stop delivery system by required One-Stop partners?**

(a) The applicable career services to be delivered by required One-Stop partners are those services listed in §678.430 that are authorized to be provided under each partner's program.

(b) One-Stop centers provide services to individual customers based on individual needs, including the seamless delivery of multiple services to individual customers. There is no required sequence of services.

**§678.430 What are career services?**

Career services, as identified in sec. 134(c)(2) of WIOA, consist of three types:

(a) Basic career services must be made available and, at a minimum, must include the following services, as consistent with allowable program activities and Federal cost principles:

(1) Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs;

(2) Outreach, intake (including worker profiling), and orientation to information and other services available through the One-Stop delivery system. For the TANF program, States must provide individuals with the opportunity to initiate an application for TANF assistance and non-assistance benefits and services, which could be implemented through the provision of paper application forms or links to the application Web site;

(3) Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive services needs;

(4) Labor exchange services, including—

(i) Job search and placement assistance, and, when needed by an individual, career counseling, including—

(A) Provision of information on in-demand industry sectors and occupations (as defined in sec. 3(23) of WIOA); and

(B) Provision of information on nontraditional employment; and

(ii) Appropriate recruitment and other business services on behalf of employers, including information and referrals to specialized business services other than those traditionally offered through the One-Stop delivery system;

(5) Provision of referrals to and coordination of activities with other programs and services, including programs and services within the One-Stop delivery system and, when appropriate, other workforce development programs;

(6) Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including—

(i) Job vacancy listings in labor market areas;

(ii) Information on job skills necessary to obtain the vacant jobs listed; and

(iii) Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs;

(7) Provision of performance information and program cost information on eligible providers of education, training, and workforce services by program and type of providers;

(8) Provision of information, in usable and understandable formats and languages, about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's One-Stop delivery system;

(9) Provision of information, in usable and understandable formats and languages, relating to the availability of supportive services or assistance, and appropriate referrals to those services and assistance, including: Child care; child support; medical or child health assistance available through

the State's Medicaid program and Children's Health Insurance Program; benefits under SNAP; assistance through the earned income tax credit; and assistance under a State program for TANF, and other supportive services and transportation provided through that program;

(10) Provision of information and meaningful assistance to individuals seeking assistance in filing a claim for unemployment compensation.

(i) "Meaningful assistance" means:

(A) Providing assistance on-site using staff who are well-trained in unemployment compensation claims filing and the rights and responsibilities of claimants; or

(B) Providing assistance by phone or via other technology, as long as the assistance is provided by trained and available staff and within a reasonable time.

(ii) The costs associated in providing this assistance may be paid for by the State's unemployment insurance program, or the WIOA adult or dislocated worker programs, or some combination thereof.

(11) Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA.

(b) Individualized career services must be made available if determined to be appropriate in order for an individual to obtain or retain employment. These services include the following services, as consistent with program requirements and Federal cost principles:

(1) Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include—

(i) Diagnostic testing and use of other assessment tools; and

(ii) In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals;

(2) Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve his or her employment goals, including the list of, and information about, the eligible training providers (as described in §680.180 of this chapter);

(3) Group counseling;

(4) Individual counseling;

(5) Career planning;

(6) Short-term pre-vocational services including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct services to prepare individuals for unsubsidized employment or training;

(7) Internships and work experiences that are linked to careers (as described in §680.170 of this chapter);

(8) Workforce preparation activities;

(9) Financial literacy services as described in sec. 129(b)(2)(D) of WIOA and §681.500 of this chapter;

(10) Out-of-area job search assistance and relocation assistance; and

(11) English language acquisition and integrated education and training programs.

(c) Follow-up services must be provided, as appropriate, including: Counseling regarding the workplace, for participants in adult or dislocated worker workforce investment activities who are placed in unsubsidized employment, for up to 12 months after the first day of employment.

(d) In addition to the requirements in paragraph (a)(2) of this section, TANF agencies must identify employment services and related support being provided by the TANF program (within the local area) that qualify as career services and ensure access to them via the local One-Stop delivery system.

**§678.500 What is the Memorandum of Understanding for the One-Stop delivery system and what must be included in the Memorandum of Understanding?**

(a) The MOU is the product of local discussion and negotiation, and is an agreement developed and executed between the Local WDB and the One-Stop partners, with the agreement of the chief elected official and the One-Stop partners, relating to the operation of the One-Stop delivery system in the local area. Two or more local areas in a region may develop a single joint MOU, if they are in a region that has submitted a regional plan under sec. 106 of WIOA.

(b) The MOU must include:

(1) A description of services to be provided through the One-Stop delivery system, including the manner in which the services will be coordinated and delivered through the system;

(2) Agreement on funding the costs of the services and the operating costs of the system, including:

(i) Funding of infrastructure costs of One-Stop centers in accordance with §§678.700 through 678.755; and

(ii) Funding of the shared services and operating costs of the One-Stop delivery system described in §678.760;

(3) Methods for referring individuals between the One-Stop operators and partners for appropriate services and activities;

(4) Methods to ensure that the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-Stop delivery system;

(5) The duration of the MOU and procedures for amending it; and

(6) Assurances that each MOU will be reviewed, and if substantial changes have occurred, renewed, not less than once every 3-year period to ensure appropriate funding and delivery of services.

(c) The MOU may contain any other provisions agreed to by the parties that are consistent with WIOA title I, the authorizing statutes and regulations of One-Stop partner programs, and the WIOA regulations.

(d) When fully executed, the MOU must contain the signatures of the Local WDB, One-Stop partners, the chief elected official(s), and the time period in which the agreement is effective. The MOU must be updated not less than every 3 years to reflect any changes in the signatory official of the Board, One-Stop partners, and chief elected officials, or One-Stop infrastructure funding.

(e) If a One-Stop partner appeal to the State regarding infrastructure costs, using the process described in §678.750, results in a change to the One-Stop partner's infrastructure cost contributions, the MOU must be updated to reflect the final One-Stop partner infrastructure cost contributions.

**§678.505 Is there a single Memorandum of Understanding for the local area, or must there be different Memoranda of Understanding between the Local Workforce Development Board and each partner?**

(a) A single "umbrella" MOU may be developed that addresses the issues relating to the local One-Stop delivery system for the Local WDB, chief elected official and all partners. Alternatively, the Local WDB (with agreement of chief elected official) may enter into separate agreements between each partner or groups of partners.

(b) Under either approach, the requirements described in §678.500 apply. Since funds are generally appropriated annually, the Local WDB may negotiate financial agreements with each partner annually to update funding of services and operating costs of the system under the MOU.

**§678.510 How must the Memorandum of Understanding be negotiated?**

(a) WIOA emphasizes full and effective partnerships between Local WDBs, chief elected officials, and One-Stop partners. Local WDBs and partners must enter into good-faith negotiations. Local WDBs, chief elected officials, and One-Stop partners may also request assistance from a State agency responsible for administering the partner program, the Governor, State WDB, or other appropriate parties on other aspects of the MOU.

(b) Local WDBs and One-Stop partners must establish, in the MOU, how they will fund the infrastructure costs and other shared costs of the One-Stop centers. If agreement regarding infrastructure costs is not reached when other sections of the MOU are ready, an interim infrastructure funding agreement may be included instead, as described in §678.715(c). Once agreement on infrastructure funding is reached, the Local WDB and One-Stop partners must amend the MOU to include the infrastructure funding of the One-Stop centers. Infrastructure funding is described in detail in subpart E of this part.

(c) The Local WDB must report to the State WDB, Governor, and relevant State agency when MOU negotiations with One-Stop partners have reached an impasse.

(1) The Local WDB and partners must document the negotiations and efforts that have taken place in the MOU. The State WDB, One-Stop partner programs, and the Governor may consult with the appropriate Federal agencies to address impasse situations related to issues other than infrastructure funding after attempting to address the impasse. Impasses related to infrastructure cost funding must be resolved using the State infrastructure cost funding mechanism described in §678.730.

(2) The Local WDB must report failure to execute an MOU with a required partner to the Governor, State WDB, and the State agency responsible for administering the partner's program. Additionally, if the State cannot assist the Local WDB in resolving the impasse, the Governor or the State WDB must report the failure to the Secretary of Labor and to the head of any other Federal agency with responsibility for oversight of a partner's program.

**Subpart D—One-Stop Operators****§678.600 Who may operate One-Stop centers?**

(a) One-Stop operators may be a single entity (public, private, or nonprofit) or a consortium of entities. If the consortium of entities is one of One-Stop partners, it must include a minimum of three of the One-Stop partners described in §678.400.

(b) The One-Stop operator may operate one or more One-Stop centers. There may be more than one One-Stop operator in a local area.

(c) The types of entities that may be a One-Stop operator include:

- (1) An institution of higher education;
- (2) An Employment Service State agency established under the Wagner-Peyser Act;
- (3) A community-based organization, nonprofit organization, or workforce intermediary;
- (4) A private for-profit entity;
- (5) A government agency;
- (6) A Local WDB, with the approval of the chief elected official and the Governor; or
- (7) Another interested organization or entity, which is capable of carrying out the duties of the One-Stop operator. Examples may include a local chamber of commerce or other business organization, or a labor organization.

(d) Elementary schools and secondary schools are not eligible as One-Stop operators, except that a nontraditional public secondary school such as a night school, adult school, or an area career and technical education school may be selected.

(e) The State and Local WDBs must ensure that, in carrying out WIOA programs and activities, One-Stop operators:

(1) Disclose any potential conflicts of interest arising from the relationships of the operators with particular training service providers or other service providers (further discussed in §679.430 of this chapter);

(2) Do not establish practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term career and training services; and

(3) Comply with Federal regulations and procurement policies relating to the calculation and use of profits, including those at §683.295 of this chapter, the Uniform Guidance at 2 CFR part 200, and other applicable regulations and policies.

#### **§678.605 How is the One-Stop operator selected?**

(a) Consistent with paragraphs (b) and (c) of this section, the Local WDB must select the One-Stop operator through a competitive process, as required by sec. 121(d)(2)(A) of WIOA, at least once every 4 years. A State may require, or a Local WDB may choose to implement, a competitive selection process more than once every 4 years.

(b) In instances in which a State is conducting the competitive process described in paragraph (a) of this section, the State must follow the same policies and procedures it uses for procurement with non-Federal funds.

(c) All other non-Federal entities, including subrecipients of a State (such as local areas), must use a competitive process based on local procurement policies and procedures and the principles of competitive procurement in the Uniform Guidance set out at 2 CFR 200.318 through 200.326. All references to “noncompetitive proposals” in the Uniform Guidance at 2 CFR 200.320(f) will be read as “sole source procurement” for the purposes of implementing this section.

(d) Entities must prepare written documentation explaining the determination concerning the nature of the competitive process to be followed in selecting a One-Stop operator.

#### **§678.610 When is the sole-source selection of One-Stop operators appropriate, and how is it conducted?**

(a) States may select a One-Stop operator through sole source selection when allowed under the same policies and procedures used for competitive procurement with non-Federal funds, while other non-Federal entities including subrecipients of a State (such as local areas) may select a One-Stop operator through sole selection when consistent with local procurement policies and procedures and the Uniform Guidance set out at 2 CFR 200.320.

(b) In the event that sole source procurement is determined necessary and reasonable, in accordance with §678.605(c), written documentation must be prepared and maintained concerning the entire process of making such a selection.

(c) Such sole source procurement must include appropriate conflict of interest policies and procedures. These policies and procedures must conform to the specifications in §679.430 of this chapter for demonstrating internal controls and preventing conflict of interest.

(d) A Local WDB may be selected as a One-Stop operator through sole source procurement only with agreement of the chief elected official in the local area and the Governor. The Local WDB must establish sufficient conflict of interest policies and procedures and these policies and procedures must be approved by the Governor.

**§678.615 May an entity currently serving as One-Stop operator compete to be a One-Stop operator under the procurement requirements of this subpart?**

(a) Local WDBs may compete for and be selected as One-Stop operators, as long as appropriate firewalls and conflict of interest policies and procedures are in place. These policies and procedures must conform to the specifications in §679.430 of this chapter for demonstrating internal controls and preventing conflict of interest.

(b) State and local agencies may compete for and be selected as One-Stop operators by the Local WDB, as long as appropriate firewalls and conflict of interest policies and procedures are in place. These policies and procedures must conform to the specifications in §679.430 of this chapter for demonstrating internal controls and preventing conflict of interest.

(c) In the case of single-area States where the State WDB serves as the Local WDB, the State agency is eligible to compete for and be selected as operator as long as appropriate firewalls and conflict of interest policies are in place and followed for the competition. These policies and procedures must conform to the specifications in §679.430 of this chapter for demonstrating internal controls and preventing conflicts of interest.

**§678.620 What is the One-Stop operator's role?**

(a) At a minimum, the One-Stop operator must coordinate the service delivery of required One-Stop partners and service providers. Local WDBs may establish additional roles of One-Stop operator, including, but not limited to: Coordinating service providers across the One-Stop delivery system, being the primary provider of services within the center, providing some of the services within the center, or coordinating service delivery in a multi-center area, which may include affiliated sites. The competition for a One-Stop operator must clearly articulate the role of the One-Stop operator.

(b)(1) Subject to paragraph (b)(2) of this section, a One-Stop operator may not perform the following functions: Convene system stakeholders to assist in the development of the local plan; prepare and submit local plans (as required under sec. 107 of WIOA); be responsible for oversight of itself; manage or significantly participate in the competitive selection process for One-Stop operators; select or terminate One-Stop operators, career services, and youth providers; negotiate local performance accountability measures; or develop and submit budget for activities of the Local WDB in the local area.

(2) An entity serving as a One-Stop operator, that also serves a different role within the One-Stop delivery system, may perform some or all of these functions when it is acting in its other role, if it has established sufficient firewalls and conflict of interest policies and procedures. The policies and procedures must conform to the specifications in §679.430 of this chapter for demonstrating internal controls and preventing conflict of interest.

**§678.625 Can a One-Stop operator also be a service provider?**

Yes, but there must be appropriate firewalls in place in regard to the competition, and subsequent oversight, monitoring, and evaluation of performance of the service provider. The operator cannot develop, manage, or conduct the competition of a service provider in which it intends to compete. In cases where an operator is also a service provider, there must be firewalls and internal controls within the operator-service provider entity, as well as specific policies and procedures at the Local WDB level regarding oversight, monitoring, and evaluation of performance of the service provider. The firewalls must conform to the specifications in §679.430 of this chapter for demonstrating internal controls and preventing conflicts of interest.

**§678.630 Can State merit staff still work in a One-Stop center where the operator is not a governmental entity?**

Yes. State merit staff can continue to perform functions and activities in the One-Stop center. The Local WDB and One-Stop operator must establish a system for management of merit staff in accordance with State policies and procedures. Continued use of State merit staff for the provision of Wagner-Peyser Act services or services from other programs with merit staffing requirements must be included in the competition for and final contract with the One-Stop operator when Wagner-Peyser Act services or services from other programs with merit staffing requirements are being provided.

**§678.635 What is the compliance date of the provisions of this subpart?**

(a) No later than July 1, 2017, One-Stop operators selected under the competitive process described in this subpart must be in place and operating the One-Stop center.

(b) By November 17, 2016, every Local WDB must demonstrate it is taking steps to prepare for competition of its One-Stop operator. This demonstration may include, but is not limited to, market research, requests for information, and conducting a cost and price analysis.

**Subpart E—One-Stop Operating Costs**

DRAFT



**§678.700 What are the One-Stop infrastructure costs?**

(a) Infrastructure costs of One-Stop centers are non-personnel costs that are necessary for the general operation of the One-Stop center, including:

- (1) Rental of the facilities;
- (2) Utilities and maintenance;
- (3) Equipment (including assessment-related products and assistive technology for individuals with disabilities); and
- (4) Technology to facilitate access to the One-Stop center, including technology used for the center's planning and outreach activities.

(b) Local WDBs may consider common identifier costs as costs of One-Stop infrastructure.

(c) Each entity that carries out a program or activities in a local One-Stop center, described in §§678.400 through 678.410, must use a portion of the funds available for the program and activities to maintain the One-Stop delivery system, including payment of the infrastructure costs of One-Stop centers. These payments must be in accordance with this subpart; Federal cost principles, which require that all costs must be allowable, reasonable, necessary, and allocable to the program; and all other applicable legal requirements.

**§678.705 What guidance must the Governor issue regarding One-Stop infrastructure funding?**

(a) The Governor, after consultation with chief elected officials, the State WDB, and Local WDBs, and consistent with guidance and policies provided by the State WDB, must develop and issue guidance for use by local areas, specifically:

(1) Guidelines for State-administered One-Stop partner programs for determining such programs' contributions to a One-Stop delivery system, based on such programs' proportionate use of such system, and relative benefit received, consistent with Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR part 200, including determining funding for the costs of infrastructure; and

(2) Guidance to assist Local WDBs, chief elected officials, and One-Stop partners in local areas in determining equitable and stable methods of funding the costs of infrastructure at One-Stop centers based on proportionate use and relative benefit received, and consistent with Federal cost principles contained in the Uniform Guidance at 2 CFR part 200.

(b) The guidance must include:

(1) The appropriate roles of the One-Stop partner programs in identifying One-Stop infrastructure costs;

(2) Approaches to facilitate equitable and efficient cost allocation that results in a reasonable cost allocation methodology where infrastructure costs are charged to each partner based on its proportionate use of the One-Stop centers and relative benefit received, consistent with Federal cost principles at 2 CFR part 200; and

(3) The timelines regarding notification to the Governor for not reaching local agreement and triggering the State funding mechanism described in §678.730, and timelines for a One-Stop partner to submit an appeal in the State funding mechanism.

**§678.710 How are infrastructure costs funded?**

Infrastructure costs are funded either through the local funding mechanism described in §678.715 or through the State funding mechanism described in §678.730.

**§678.715 How are One-Stop infrastructure costs funded in the local funding mechanism?**

(a) In the local funding mechanism, the Local WDB, chief elected officials, and One-Stop partners agree to amounts and methods of calculating amounts each partner will contribute for One-Stop infrastructure funding, include the infrastructure funding terms in the MOU, and sign the MOU. The local funding mechanism must meet all of the following requirements:

(1) The infrastructure costs are funded through cash and fairly evaluated non-cash and third-party in-kind partner contributions and include any funding from philanthropic organizations or other private entities, or through other alternative financing options, to provide a stable and equitable funding stream for ongoing One-Stop delivery system operations;

(2) Contributions must be negotiated between One-Stop partners, chief elected officials, and the Local WDB and the amount to be contributed must be included in the MOU;

(3) The One-Stop partner program's proportionate share of funding must be calculated in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR part 200 based upon a reasonable cost allocation methodology whereby infrastructure costs are charged to each partner in proportion to its use of the One-Stop center, relative to benefits received. Such costs must also be allowable, reasonable, necessary, and allocable;

(4) Partner shares must be periodically reviewed and reconciled against actual costs incurred, and adjusted to ensure that actual costs charged to any One-Stop partners are proportionate to the use of the One-Stop center and relative to the benefit received by the One-Stop partners and their respective programs or activities.

(b) In developing the section of the MOU on One-Stop infrastructure funding described in §678.755, the Local WDB and chief elected officials will:

(1) Ensure that the One-Stop partners adhere to the guidance identified in §678.705 on One-Stop delivery system infrastructure costs.

(2) Work with One-Stop partners to achieve consensus and informally mediate any possible conflicts or disagreements among One-Stop partners.

(3) Provide technical assistance to new One-Stop partners and local grant recipients to ensure that those entities are informed and knowledgeable of the elements contained in the MOU and the One-Stop infrastructure costs arrangement.

(c) The MOU may include an interim infrastructure funding agreement, including as much detail as the Local WDB has negotiated with One-Stop partners, if all other parts of the MOU have been negotiated, in order to allow the partner programs to operate in the One-Stop centers. The interim infrastructure funding agreement must be finalized within 6 months of when the MOU is signed. If the interim infrastructure funding agreement is not finalized within that timeframe, the Local WDB must notify the Governor, as described in §678.725.

#### **§678.720 What funds are used to pay for infrastructure costs in the local One-Stop infrastructure funding mechanism?**

(a) In the local funding mechanism, One-Stop partner programs may determine what funds they will use to pay for infrastructure costs. The use of these funds must be in accordance with the requirements in this subpart, and with the relevant partner's authorizing statutes and regulations, including, for example, prohibitions against supplanting non-Federal resources, statutory limitations on administrative costs, and all other applicable legal requirements. In the case of partners administering programs authorized by title I of WIOA, these infrastructure costs may be considered program costs. In the case of partners administering adult education and literacy programs authorized by title II of WIOA, these funds must include Federal funds made available for the local administration of adult education and literacy programs authorized by title II of WIOA. These funds may also include non-Federal resources that are cash, in-kind or third-party contributions. In the

case of partners administering the Carl D. Perkins Career and Technical Education Act of 2006, funds used to pay for infrastructure costs may include funds available for local administrative expenses, non-Federal resources that are cash, in-kind or third-party contributions, and may include other funds made available by the State.

(b) There are no specific caps on the amount or percent of overall funding a One-Stop partner may contribute to fund infrastructure costs under the local funding mechanism, except that contributions for administrative costs may not exceed the amount available for administrative costs under the authorizing statute of the partner program. However, amounts contributed for infrastructure costs must be allowable and based on proportionate use of the One-Stop centers and relative benefit received by the partner program, taking into account the total cost of the One-Stop infrastructure as well as alternate financing options, and must be consistent with 2 CFR part 200, including the Federal cost principles.

(c) Cash, non-cash, and third-party in-kind contributions may be provided by One-Stop partners to cover their proportionate share of infrastructure costs.

(1) Cash contributions are cash funds provided to the Local WDB or its designee by One-Stop partners, either directly or by an interagency transfer.

(2) Non-cash contributions are comprised of—

(i) Expenditures incurred by One-Stop partners on behalf of the One-Stop center; and

(ii) Non-cash contributions or goods or services contributed by a partner program and used by the One-Stop center.

(3) Non-cash contributions, especially those set forth in paragraph (c)(2)(ii) of this section, must be valued consistent with 2 CFR 200.306 to ensure they are fairly evaluated and meet the partners' proportionate share.

(4) Third-party in-kind contributions are:

(i) Contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with One-Stop operations, by a non-One-Stop partner to support the One-Stop center in general, not a specific partner; or

(ii) Contributions by a non-One-Stop partner of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with One-Stop operations, to a One-Stop partner to support its proportionate share of One-Stop infrastructure costs.

(iii) In-kind contributions described in paragraphs (c)(4)(i) and (ii) of this section must be valued consistent with 2 CFR 200.306 and reconciled on a regular basis to ensure they are fairly evaluated and meet the proportionate share of the partner.

(5) All partner contributions, regardless of the type, must be reconciled on a regular basis (*i.e.*, monthly or quarterly), comparing actual expenses incurred to relative benefits received, to ensure each partner program is contributing its proportionate share in accordance with the terms of the MOU.

#### **§678.725 What happens if consensus on infrastructure funding is not reached at the local level between the Local Workforce Development Board, chief elected officials, and One-Stop partners?**

With regard to negotiations for infrastructure funding for Program Year (PY) 2017 and for each subsequent program year thereafter, if the Local WDB, chief elected officials, and One-Stop partners do not reach consensus on methods of sufficiently funding local infrastructure through the local funding mechanism in accordance with the Governor's guidance issued under §678.705 and consistent with the regulations in §§678.715 and 678.720, and include that consensus agreement in the signed MOU, then the Local WDB must notify the Governor by the deadline established by the Governor under §678.705(b)(3). Once notified, the Governor must administer funding through the

State funding mechanism, as described in §§678.730 through 678.738, for the program year impacted by the local area's failure to reach consensus.

**§678.730 What is the State One-Stop infrastructure funding mechanism?**

(a) Consistent with sec. 121(h)(1)(A)(i)(II) of WIOA, if the Local WDB, chief elected official, and One-Stop partners in a local area do not reach consensus agreement on methods of sufficiently funding the costs of infrastructure of One-Stop centers for a program year, the State funding mechanism is applicable to the local area for that program year.

(b) In the State funding mechanism, the Governor, subject to the limitations in paragraph (c) of this section, determines One-Stop partner contributions after consultation with the chief elected officials, Local WDBs, and the State WDB. This determination involves:

(1) The application of a budget for One-Stop infrastructure costs as described in §678.735, based on either agreement reached in the local area negotiations or the State WDB formula outlined in §678.745;

(2) The determination of each local One-Stop partner program's proportionate use of the One-Stop delivery system and relative benefit received, consistent with the Uniform Guidance at 2 CFR part 200, including the Federal cost principles, the partner programs' authorizing laws and regulations, and other applicable legal requirements described in §678.736; and

(3) The calculation of required statewide program caps on contributions to infrastructure costs from One-Stop partner programs in areas operating under the State funding mechanism as described in §678.738.

(c) In certain situations, the Governor does not determine the infrastructure cost contributions for some One-Stop partner programs under the State funding mechanism.

(1) The Governor will not determine the contribution amounts for infrastructure funds for Native American program grantees described in part 684 of this chapter. The appropriate portion of funds to be provided by Native American program grantees to pay for One-Stop infrastructure must be determined as part of the development of the MOU described in §678.500 and specified in that MOU.

(2) In States in which the policy-making authority is placed in an entity or official that is independent of the authority of the Governor with respect to the funds provided for adult education and literacy activities authorized under title II of WIOA, postsecondary career and technical education activities authorized under the Carl D. Perkins Career and Technical Education Act of 2006, or VR services authorized under title I of the Rehabilitation Act of 1973 (other than sec. 112 or part C), as amended by WIOA title IV, the determination of the amount each of the applicable partners must contribute to assist in paying the infrastructure costs of One-Stop centers must be made by the official or chief officer of the entity with such authority, in consultation with the Governor.

(d) Any duty, ability, choice, responsibility, or other action otherwise related to the determination of infrastructure costs contributions that is assigned to the Governor in §§678.730 through 678.745 also applies to this decision-making process performed by the official or chief officer described in paragraph (c)(2) of this section.

**§678.731 What are the steps to determine the amount to be paid under the State One-Stop infrastructure funding mechanism?**

(a) To initiate the State funding mechanism, a Local WDB that has not reached consensus on methods of sufficiently funding local infrastructure through the local funding mechanism as provided in §678.725 must notify the Governor by the deadline established by the Governor under §678.705(b)(3).

(b) Once a Local WDB has informed the Governor that no consensus has been reached:

(1) The Local WDB must provide the Governor with local negotiation materials in accordance with §678.735(a).

(2) The Governor must determine the One-Stop center budget by either:

(i) Accepting a budget previously agreed upon by partner programs in the local negotiations, in accordance with §678.735(b)(1); or

(ii) Creating a budget for the One-Stop center using the State WDB formula (described in §678.745) in accordance with §678.735(b)(3).

(3) The Governor then must establish a cost allocation methodology to determine the One-Stop partner programs' proportionate shares of infrastructure costs, in accordance with §678.736.

(4)(i) Using the methodology established under paragraph (b)(2)(ii) of this section, and taking into consideration the factors concerning individual partner programs listed in §678.737(b)(2), the Governor must determine each partner's proportionate share of the infrastructure costs, in accordance with §678.737(b)(1), and

(ii) In accordance with §678.730(c), in some instances, the Governor does not determine a partner program's proportionate share of infrastructure funding costs, in which case it must be determined by the entities named in §678.730(c)(1) and (2).

(5) The Governor must then calculate the statewide caps on the amounts that partner programs may be required to contribute toward infrastructure funding, according to the steps found at §678.738(a)(1) through (4).

(6) The Governor must ensure that the aggregate total of the infrastructure contributions according to proportionate share required of all local partner programs in local areas under the State funding mechanism do not exceed the cap for that particular program, in accordance with §678.738(b)(1). If the total does not exceed the cap, the Governor must direct each One-Stop partner program to pay the amount determined under §678.737(a) toward the infrastructure funding costs of the One-Stop center. If the total does exceed the cap, then to determine the amount to direct each One-Stop program to pay, the Governor may:

(i) Ascertain, in accordance with §678.738(b)(2)(i), whether the local partner or partners whose proportionate shares are calculated above the individual program caps are willing to voluntarily contribute above the capped amount to equal that program's proportionate share; or

(ii) Choose from the options provided in §678.738(b)(2)(ii), including having the local area re-enter negotiations to reassess each One-Stop partner's proportionate share and make adjustments or identify alternate sources of funding to make up the difference between the capped amount and the proportionate share of infrastructure funding of the One-Stop partner.

(7) If none of the solutions given in paragraphs (b)(6)(i) and (ii) of this section prove to be viable, the Governor must reassess the proportionate shares of each One-Stop partner so that the aggregate amount attributable to the local partners for each program is less than that program's cap amount. Upon such reassessment, the Governor must direct each One-Stop partner program to pay the reassessed amount toward the infrastructure funding costs of the One-Stop center.

**§678.735 How are infrastructure cost budgets for the One-Stop centers in a local area determined in the State One-Stop infrastructure funding mechanism?**

(a) Local WDBs must provide to the Governor appropriate and relevant materials and documents used in the negotiations under the local funding mechanism, including but not limited to: The local WIOA plan, the cost allocation method or methods proposed by the partners to be used in determining proportionate share, the proposed amounts or budget to fund infrastructure, the amount of total partner funds included, the type of funds or non-cash contributions, proposed One-Stop center budgets, and any agreed upon or proposed MOUs.

(b)(1) If a local area has reached agreement as to the infrastructure budget for the One-Stop centers in the local area, it must provide this budget to the Governor as required by paragraph (a) of

this section. If, as a result of the agreed upon infrastructure budget, only the individual programmatic contributions to infrastructure funding based upon proportionate use of the One-Stop centers and relative benefit received are at issue, the Governor may accept the budget, from which the Governor must calculate each partner's contribution consistent with the cost allocation methodologies contained in the Uniform Guidance found in 2 CFR part 200, as described in §678.736.

(2) The Governor may also take into consideration the extent to which the partners in the local area have agreed in determining the proportionate shares, including any agreements reached at the local level by one or more partners, as well as any other element or product of the negotiating process provided to the Governor as required by paragraph (a) of this section.

(3) If a local area has not reached agreement as to the infrastructure budget for the One-Stop centers in the local area, or if the Governor determines that the agreed upon budget does not adequately meet the needs of the local area or does not reasonably work within the confines of the local area's resources in accordance with the Governor's One-Stop budget guidance (which is required to be issued by WIOA sec. 121(h)(1)(B) and under §678.705), then, in accordance with §678.745, the Governor must use the formula developed by the State WDB based on at least the factors required under §678.745, and any associated weights to determine the local area budget.

**§678.736 How does the Governor establish a cost allocation methodology used to determine the One-Stop partner programs' proportionate shares of infrastructure costs under the State One-Stop infrastructure funding mechanism?**

Once the appropriate budget is determined for a local area through either method described in §678.735 (by acceptance of a budget agreed upon in local negotiation or by the Governor applying the formula detailed in §678.745), the Governor must determine the appropriate cost allocation methodology to be applied to the One-Stop partners in such local area, consistent with the Federal cost principles permitted under 2 CFR part 200, to fund the infrastructure budget.

**§678.737 How are One-Stop partner programs' proportionate shares of infrastructure costs determined under the State One-Stop infrastructure funding mechanism?**

(a) The Governor must direct the One-Stop partners in each local area that have not reached agreement under the local funding mechanism to pay what the Governor determines is each partner program's proportionate share of infrastructure funds for that area, subject to the application of the caps described in §678.738.

(b)(1) The Governor must use the cost allocation methodology—as determined under §678.736—to determine each partner's proportionate share of the infrastructure costs under the State funding mechanism, subject to considering the factors described in paragraph (b)(2) of this section.

(2) In determining each partner program's proportionate share of infrastructure costs, the Governor must take into account the costs of administration of the One-Stop delivery system for purposes not related to One-Stop centers for each partner (such as costs associated with maintaining the Local WDB or information technology systems), as well as the statutory requirements for each partner program, the partner program's ability to fulfill such requirements, and all other applicable legal requirements. The Governor may also take into consideration the extent to which the partners in the local area have agreed in determining the proportionate shares, including any agreements reached at the local level by one or more partners, as well as any other materials or documents of the negotiating process, which must be provided to the Governor by the Local WDB and described in §678.735(a).

**§678.738 How are statewide caps on the contributions for One-Stop infrastructure funding determined in the State One-Stop infrastructure funding mechanism?**

(a) The Governor must calculate the statewide cap on the contributions for One-Stop infrastructure funding required to be provided by each One-Stop partner program for those local areas that have not reached agreement. The cap is the amount determined under paragraph (a)(4) of this section, which the Governor derives by:

(1) First, determining the amount resulting from applying the percentage for the corresponding One-Stop partner program provided in paragraph (d) of this section to the amount of Federal funds provided to carry out the One-Stop partner program in the State for the applicable fiscal year;

(2) Second, selecting a factor (or factors) that reasonably indicates the use of One-Stop centers in the State, applying such factor(s) to all local areas in the State, and determining the percentage of such factor(s) applicable to the local areas that reached agreement under the local funding mechanism in the State;

(3) Third, determining the amount resulting from applying the percentage determined in paragraph (a)(2) of this section to the amount determined under paragraph (a)(1) of this section for the One-Stop partner program; and

(4) Fourth, determining the amount that results from subtracting the amount determined under paragraph (a)(3) of this section from the amount determined under paragraph (a)(1) of this section. The outcome of this final calculation results in the partner program's cap.

(b)(1) The Governor must ensure that the funds required to be contributed by each partner program in the local areas in the State under the State funding mechanism, in aggregate, do not exceed the statewide cap for each program as determined under paragraph (a) of this section.

(2) If the contributions initially determined under §678.737 would exceed the applicable cap determined under paragraph (a) of this section, the Governor may:

(i) Ascertain if the One-Stop partner whose contribution would otherwise exceed the cap determined under paragraph (a) of this section will voluntarily contribute above the capped amount, so that the total contributions equal that partner's proportionate share. The One-Stop partner's contribution must still be consistent with the program's authorizing laws and regulations, the Federal cost principles in 2 CFR part 200, and other applicable legal requirements; or

(ii) Direct or allow the Local WDB, chief elected officials, and One-Stop partners to: Re-enter negotiations, as necessary; reduce the infrastructure costs to reflect the amount of funds that are available for such costs without exceeding the cap levels; reassess the proportionate share of each One-Stop partner; or identify alternative sources of financing for One-Stop infrastructure funding, consistent with the requirement that each One-Stop partner pay an amount that is consistent with the proportionate use of the One-Stop center and relative benefit received by the partner, the program's authorizing laws and regulations, the Federal cost principles in 2 CFR part 200, and other applicable legal requirements.

(3) If applicable under paragraph (b)(2)(ii) of this section, the Local WDB, chief elected officials, and One-Stop partners, after renegotiation, may come to agreement, sign an MOU, and proceed under the local funding mechanism. Such actions do not require the redetermination of the applicable caps under paragraph (a) of this section.

(4) If, after renegotiation, agreement among partners still cannot be reached or alternate financing cannot be identified, the Governor may adjust the specified allocation, in accordance with the amounts available and the limitations described in paragraph (d) of this section. In determining these adjustments, the Governor may take into account information relating to the renegotiation as well as the information described in §678.735(a).

(c) *Limitations.* Subject to paragraph (a) of this section and in accordance with WIOA sec. 121(h)(2)(D), the following limitations apply to the Governor's calculations of the amount that One-

Stop partners in local areas that have not reached agreement under the local funding mechanism may be required under §678.736 to contribute to One-Stop infrastructure funding:

(1) *WIOA formula programs and Wagner-Peyser Act Employment Service.* The portion of funds required to be contributed under the WIOA youth, adult, or dislocated worker programs, or under the Wagner-Peyser Act (29 U.S.C. 49 *et seq.*) must not exceed three percent of the amount of the program in the State for a program year.

(2) *Other One-Stop partners.* For required One-Stop partners other than those specified in paragraphs (c)(1), (3), (5), and (6) of this section, the portion of funds required to be contributed must not exceed 1.5 percent of the amount of Federal funds provided to carry out that program in the State for a fiscal year. For purposes of the Carl D. Perkins Career and Technical Education Act of 2006, the cap on contributions is determined based on the funds made available by the State for postsecondary level programs and activities under sec. 132 of the Carl D. Perkins Career and Technical Education Act and the amount of funds used by the State under sec. 112(a)(3) of the Perkins Act during the prior year to administer postsecondary level programs and activities, as applicable.

(3) *Vocational rehabilitation.* (i) Within a State, for the entity or entities administering the programs described in WIOA sec. 121(b)(1)(B)(iv) and §678.400, the allotment is based on the one State Federal fiscal year allotment, even in instances where that allotment is shared between two State agencies, and the cumulative portion of funds required to be contributed must not exceed—

(A) 0.75 percent of the amount of Federal funds provided to carry out such program in the State for Fiscal Year 2016 for purposes of applicability of the State funding mechanism for PY 2017;

(B) 1.0 percent of the amount provided to carry out such program in the State for Fiscal Year 2017 for purposes of applicability of the State funding mechanism for PY 2018;

(C) 1.25 percent of the amount provided to carry out such program in the State for Fiscal Year 2018 for purposes of applicability of the State funding mechanism for PY 2019;

(D) 1.5 percent of the amount provided to carry out such program in the State for Fiscal Year 2019 and following years for purposes of applicability of the State funding mechanism for PY 2020 and subsequent years.

(ii) The limitations set forth in paragraph (d)(3)(i) of this section for any given fiscal year must be based on the final VR allotment to the State in the applicable Federal fiscal year.

(4) *Federal direct spending programs.* For local areas that have not reached a One-Stop infrastructure funding agreement by consensus, an entity administering a program funded with direct Federal spending, as defined in sec. 250(c)(8) of the Balanced Budget and Emergency Deficit Control Act of 1985, as in effect on February 15, 2014 (2 U.S.C. 900(c)(8)), must not be required to provide more for infrastructure costs than the amount that the Governor determined (as described in §678.737).

(5) *TANF programs.* For purposes of TANF, the cap on contributions is determined based on the total Federal TANF funds expended by the State for work, education, and training activities during the prior Federal fiscal year (as reported to the Department of Health and Human Services (HHS) on the quarterly TANF Financial Report form), plus any additional amount of Federal TANF funds that the State TANF agency reasonably determines was expended for administrative costs in connection with these activities but that was separately reported to HHS as an administrative cost. The State's contribution to the One-Stop infrastructure must not exceed 1.5 percent of these combined expenditures.

(6) *Community Services Block Grant (CSBG) programs.* For purposes of CSBG, the cap on contributions will be based on the total amount of CSBG funds determined by the State to have been expended by local CSBG-eligible entities for the provision of employment and training activities during the prior Federal fiscal year for which information is available (as reported to HHS on the



CSBG Annual Report) and any additional amount that the State CSBG agency reasonably determines was expended for administrative purposes in connection with these activities and was separately reported to HHS as an administrative cost. The State's contribution must not exceed 1.5 percent of these combined expenditures.

(d) For programs for which it is not otherwise feasible to determine the amount of Federal funding used by the program until the end of that program's operational year—because, for example, the funding available for education, employment, and training activities is included within funding for the program that may also be used for other unrelated activities—the determination of the Federal funds provided to carry out the program for a fiscal year under paragraph (a)(1) of this section may be determined by:

(1) The percentage of Federal funds available to the One-Stop partner program that were used by the One-Stop partner program for education, employment, and training activities in the previous fiscal year for which data are available; and

(2) Applying the percentage determined under paragraph (d)(1) of this section to the total amount of Federal funds available to the One-Stop partner program for the fiscal year for which the determination under paragraph (a)(1) of this section applies.

**§678.740 What funds are used to pay for infrastructure costs in the State One-Stop infrastructure funding mechanism?**

(a) In the State funding mechanism, infrastructure costs for WIOA title I programs, including Native American Programs described in part 684 of this chapter, may be paid using program funds, administrative funds, or both. Infrastructure costs for the Senior Community Service Employment Program under title V of the Older Americans Act (42 U.S.C. 3056 *et seq.*) may also be paid using program funds, administrative funds, or both.

(b) In the State funding mechanism, infrastructure costs for other required One-Stop partner programs (listed in §§678.400 through 678.410) are limited to the program's administrative funds, as appropriate.

(c) In the State funding mechanism, infrastructure costs for the adult education program authorized by title II of WIOA must be paid from the funds that are available for local administration and may be paid from funds made available by the State or non-Federal resources that are cash, in-kind, or third-party contributions.

(d) In the State funding mechanism, infrastructure costs for the Carl D. Perkins Career and Technical Education Act of 2006 must be paid from funds available for local administration of postsecondary level programs and activities to eligible recipients or consortia of eligible recipients and may be paid from funds made available by the State or non-Federal resources that are cash, in-kind, or third-party contributions.

**§678.745 What factors does the State Workforce Development Board use to develop the formula described in Workforce Innovation and Opportunity Act, which is used by the Governor to determine the appropriate One-Stop infrastructure budget for each local area operating under the State infrastructure funding mechanism, if no reasonably implementable locally negotiated budget exists?**

The State WDB must develop a formula, as described in WIOA sec. 121(h)(3)(B), to be used by the Governor under §678.735(b)(3) in determining the appropriate budget for the infrastructure costs of One-Stop centers in the local areas that do not reach agreement under the local funding mechanism and are, therefore, subject to the State funding mechanism. The formula identifies the factors and corresponding weights for each factor that the Governor must use, which must include: The number of One-Stop centers in a local area; the population served by such centers; the services

provided by such centers; and any factors relating to the operations of such centers in the local area that the State WDB determines are appropriate. As indicated in §678.735(b)(1), if the local area has agreed on such a budget, the Governor may accept that budget in lieu of applying the formula factors.

**§678.750 When and how can a One-Stop partner appeal a One-Stop infrastructure amount designated by the State under the State infrastructure funding mechanism?**

(a) The Governor must establish a process, described under sec. 121(h)(2)(E) of WIOA, for a One-Stop partner administering a program described in §§678.400 through 678.410 to appeal the Governor's determination regarding the One-Stop partner's portion of funds to be provided for One-Stop infrastructure costs. This appeal process must be described in the Unified State Plan.

(b) The appeal may be made on the ground that the Governor's determination is inconsistent with proportionate share requirements in §678.735(a), the cost contribution limitations in §678.735(b), the cost contribution caps in §678.738, consistent with the process described in the State Plan.

(c) The process must ensure prompt resolution of the appeal in order to ensure the funds are distributed in a timely manner, consistent with the requirements of §683.630 of this chapter.

(d) The One-Stop partner must submit an appeal in accordance with State's deadlines for appeals specified in the guidance issued under §678.705(b)(3), or if the State has not set a deadline, within 21 days from the Governor's determination.

**§678.755 What are the required elements regarding infrastructure funding that must be included in the One-Stop Memorandum of Understanding?**

The MOU, fully described in §678.500, must contain the following information whether the local areas use either the local One-Stop or the State funding method:

(a) The period of time in which this infrastructure funding agreement is effective. This may be a different time period than the duration of the MOU.

(b) Identification of an infrastructure and shared services budget that will be periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the One-Stop center and relative benefit received, and that complies with 2 CFR part 200 (or any corresponding similar regulation or ruling).

(c) Identification of all One-Stop partners, chief elected officials, and Local WDB participating in the infrastructure funding arrangement.

(d) Steps the Local WDB, chief elected officials, and One-Stop partners used to reach consensus or an assurance that the local area followed the guidance for the State funding process.

(e) Description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.

(f) Description of the periodic modification and review process to ensure equitable benefit among One-Stop partners.

**§678.760 How do One-Stop partners jointly fund other shared costs under the Memorandum of Understanding?**

(a) In addition to jointly funding infrastructure costs, One-Stop partners listed in §§678.400 through 678.410 must use a portion of funds made available under their programs' authorizing Federal law (or fairly evaluated in-kind contributions) to pay the additional costs relating to the operation of the One-Stop delivery system. These other costs must include applicable career services and may include other costs, including shared services.

(b) For the purposes of paragraph (a) of this section, shared services' costs may include the costs of shared services that are authorized for and may be commonly provided through the One-Stop partner programs to any individual, such as initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet such needs, referrals to other One-Stop partners, and business services. Shared operating costs may also include shared costs of the Local WDB's functions.

(c) Contributions to the additional costs related to operation of the One-Stop delivery system may be cash, non-cash, or third-party in-kind contributions, consistent with how these are described in §678.720(c).

(d) The shared costs described in paragraph (a) of this section must be allocated according to the proportion of benefit received by each of the partners, consistent with the Federal law authorizing the partner's program, and consistent with all other applicable legal requirements, including Federal cost principles in 2 CFR part 200 (or any corresponding similar regulation or ruling) requiring that costs are allowable, reasonable, necessary, and allocable.

(e) Any shared costs agreed upon by the One-Stop partners must be included in the MOU.

## **Subpart F—One-Stop Certification**

### **§678.800 How are One-Stop centers and One-Stop delivery systems certified for effectiveness, physical and programmatic accessibility, and continuous improvement?**

(a) The State WDB, in consultation with chief elected officials and Local WDBs, must establish objective criteria and procedures for Local WDBs to use when certifying One-Stop centers.

(1) The State WDB, in consultation with chief elected officials and Local WDBs, must review and update the criteria every 2 years as part of the review and modification of State Plans pursuant to §676.135 of this chapter.

(2) The criteria must be consistent with the Governor's and State WDB's guidelines, guidance, and policies on infrastructure funding decisions, described in §678.705. The criteria must evaluate the One-Stop centers and One-Stop delivery system for effectiveness, including customer satisfaction, physical and programmatic accessibility, and continuous improvement.

(3) When the Local WDB is the One-Stop operator as described in §679.410 of this chapter, the State WDB must certify the One-Stop center.

(b) Evaluations of effectiveness must include how well the One-Stop center integrates available services for participants and businesses, meets the workforce development needs of participants and the employment needs of local employers, operates in a cost-efficient manner, coordinates services among the One-Stop partner programs, and provides access to partner program services to the maximum extent practicable, including providing services outside of regular business hours where there is a workforce need, as identified by the Local WDB. These evaluations must take into account feedback from One-Stop customers. They must also include evaluations of how well the One-Stop center ensures equal opportunity for individuals with disabilities to participate in or benefit from One-Stop center services. These evaluations must include criteria evaluating how well the centers and delivery systems take actions to comply with the disability-related regulations implementing WIOA sec. 188, set forth at 29 CFR part 38. Such actions include, but are not limited to:

- (1) Providing reasonable accommodations for individuals with disabilities;
- (2) Making reasonable modifications to policies, practices, and procedures where necessary to avoid discrimination against persons with disabilities;
- (3) Administering programs in the most integrated setting appropriate;

- (4) Communicating with persons with disabilities as effectively as with others;
  - (5) Providing appropriate auxiliary aids and services, including assistive technology devices and services, where necessary to afford individuals with disabilities an equal opportunity to participate in, and enjoy the benefits of, the program or activity; and
  - (6) Providing for the physical accessibility of the One-Stop center to individuals with disabilities.
- (c) Evaluations of continuous improvement must include how well the One-Stop center supports the achievement of the negotiated local levels of performance for the indicators of performance for the local area described in sec. 116(b)(2) of WIOA and part 677 of this chapter. Other continuous improvement factors may include a regular process for identifying and responding to technical assistance needs, a regular system of continuing professional staff development, and having systems in place to capture and respond to specific customer feedback.
- (d) Local WDBs must assess at least once every 3 years the effectiveness, physical and programmatic accessibility, and continuous improvement of One-Stop centers and the One-Stop delivery systems using the criteria and procedures developed by the State WDB. The Local WDB may establish additional criteria, or set higher standards for service coordination, than those set by the State criteria. Local WDBs must review and update the criteria every 2 years as part of the Local Plan update process described in §676.580 of this chapter. Local WDBs must certify One-Stop centers in order to be eligible to use infrastructure funds in the State funding mechanism described in §678.730.
- (e) All One-Stop centers must comply with applicable physical and programmatic accessibility requirements, as set forth in 29 CFR part 38, the implementing regulations of WIOA sec. 188.

## Subpart G—Common Identifier

### **§678.900 What is the common identifier to be used by each One-Stop delivery system?**

- (a) The common One-Stop delivery system identifier is “American Job Center.”
- (b) As of November 17, 2016, each One-Stop delivery system must include the “American Job Center” identifier or “a proud partner of the American Job Center network” on all primary electronic resources used by the One-Stop delivery system, and on any newly printed, purchased, or created materials.
- (c) As of July 1, 2017, each One-Stop delivery system must include the “American Job Center” identifier or “a proud partner of the American Job Center network” on all products, programs, activities, services, electronic resources, facilities, and related property and new materials used in the One-Stop delivery system.
- (d) One-Stop partners, States, or local areas may use additional identifiers on their products, programs, activities, services, facilities, and related property and materials.



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## 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 676,677and 678 WIOA; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; WIOA Final Rule.
- B. Information Bulletins, Directives and any other federal and/or state guidance documents pertaining to the WIOA.
- C. Actions, directives, and policy and procedures 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.

**Attachment A****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.** 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 Community Investment Division Director of Workforce Development during the term of this Contract.

**Attachment A****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.

<b>Hours of Operation (Garden Grove)</b>	
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

<b>Hours of Operation (Los Alamitos Joint Forces Training Base)</b>	
Monday, Tuesday, Wednesday, Thursday, & Friday	8:00 a.m. – 5:00 p.m.
Saturday & Sunday	Closed

<b>Hours of Operation (Theo Lacy)</b>	
Monday, Tuesday, Wednesday, & Thursday	9:00 a.m. – 6:00 p.m.
Friday	Closed
Saturday & Sunday	Closed

<b>Hours of Operation (Tustin Shelter)</b>	
Tuesday, Wednesday & Thursday,	9:00 a.m. – 6:00 p.m.
Monday & Friday	Closed
Saturday & Sunday	Closed

<b>Hours of Operation (Mobile Unit) by appointment only</b>	
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:

<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.**



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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 Orangewood Ave., Ste. 200  
Garden Grove, CA 92841

**2. Orange County Affiliate AJCC**

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

**3. Orange County Specialized AJCC**

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

Tustin Emergency Shelter  
2345 Barranca Pkwy  
Tustin, CA 92782

Orange County Mobile Unit  
(upon request and availability)

4. 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 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.

In the event Subrecipient wants to relocate or open a new One-Stop Center location(s), the subrecipient must seek advanced pre-approval from the County of Orange.

5. In addition to the providing the services described in the Contract and this Attachment A in person and on-site, Subrecipient shall also make all, or portion of such services available through electronic 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.



**Attachment A****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.
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).

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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 deem non-essential by the County, State and/or Federal government. If the Subrecipient is unable to provide services under the terms of the Contract, then the Subrecipient shall provide written justification. Additional program or administrative costs as a result of providing services during an emergency shall not be permitted. During a County, State and/or Federally declared emergency the County may require the Subrecipient to temporarily reassign or relocate staff to a County specified location in support of the continuation of essential services within the Contract provisions.

**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

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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.

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- 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

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- 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

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- 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.



**Attachment A****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:

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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:
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



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- 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

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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

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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. 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.

**Attachment A****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 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:
2. **CalJOBS Assistance**- Subrecipient in partnership with the County of Orange Community Investment Division Business Solutions team shall provide assistance to all Business to register for the California Job Open Browse System (CalJOBS). CalJOBS is free to all businesses looking to find quality talent. Subrecipient shall provide technical assistance to businesses registering, posting job opening, recruiting talent, and finding available business resources on CalJOBS. All interest from businesses for CalJOBS assistance shall be directed to County of Orange Community Investment Division Business Solutions team
3. **Business Services Team Collaboration**- Subrecipient staff shall be made available upon request by County Director of Workforce Development and/or Orange Community Investment Division Business Solutions team to participate in Workforce Development Projects for businesses. Projects shall include but not 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 Community Investment Division Business Solutions team, and County identified partners to maximize effectiveness in serving Orange County businesses.
4. **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.

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- 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 and is able to assist and/or mentor where needed; assists them in developing and implementing goals and objectives; and oversees scheduling of common One-Stop Center events, workshops, and other activities.
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

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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 CRR 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, WSD16-192 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;



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- 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

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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:



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

## 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.

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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 the County, the current website shall be maintained by the Subrecipient to allow clients to access information about services and programs that are available through the One-Stop Center(s). Subrecipient in coordination with One-Stop partners shall create monthly content to include job fairs notices, monthly One-Stop center training calendar, special events, public notice, and all other relative information. The Subrecipient shall ensure that information is posted 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. The Subrecipient must maintain all One-Stop social media platforms (i.e. Facebook, Instagram, and Linked In) to include content management.

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

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

All outreach and recruitment materials, press releases, printed or electronic material that reference elected officials and the County shall be submitted to the County administrative office for review and approval prior to use or release. The County 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. All published or electronic materials shall promote the Orange County One-Stop System. These materials must also include appropriate AJCC tagline consistent with the local AJCC branding standards. Must identify funding is made available through the U.S. Department of Labor Employment and Training Administration WIOA, OCDB and Orange County Community Investment Division.

All logos and naming conventions shall be provided by the County to maintain quality and consistency. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.

Language requirements for all printed material and other information at the One-Stop 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.

Notice and communication requirements where materials indicate that the Subrecipient may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the Subrecipient shall be indicated. If the Subrecipient does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative.

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

Distributed publications, broadcasts, and other communications, which promote WIOA programs or activities, shall include the following specific taglines:

**Attachment A**

**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 One-Stop Center to make reasonable arrangements to ensure accessibility to this \_\_\_\_\_ (meeting, workshop etc.).**

Subrecipient shall be responsible to post the "Equal Opportunity Is The Law" and the "Summary of Rights and Program Grievance and Complaint Procedures" in prominent locations, and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish, Farsi, Korean and Vietnamese. Updated client acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish, Farsi, Korean and Vietnamese, which will be provided by the County of Orange.

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 compliant with 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 County Community Investment 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.

**Attachment A**

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, 2020.**
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, 2020.**

**Attachment A****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 Community Investment Division Director of Workforce Development. Orange County Community Investment 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 One-Stop 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 One-Stop Centers, 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 One-Stop customers' needs.
5. Subrecipient shall work with the One-Stop center mandatory / non-mandatory partner(s) staff to ensure that client specific services are provided. Subrecipient shall ensure participants are co-enrolled into One-Stop center mandatory / non-mandatory partner(s) programs when doing so will benefit participants outcomes. Subrecipient shall meet with the One-Stop center mandatory / non-mandatory partner(s) staff and the One-Stop Center partners for suggestions on how to improve client services as defined in the MOU.
6. Subrecipient shall work with County designated One-Stop partners to ensure that client is receiving benefits from a coordinated network of workforce development partners. Subrecipient shall meet with One-Stop 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.**



**Attachment A****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 Community Investment Division Director by July 31, 2020. In addition, Subrecipient shall provide updates to organizational charts to the County of Orange Community Investment 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. One-Stop Center Resource Rooms:**

1. The Subrecipient is responsible for providing oversight of the One-Stop 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 One-Stop services, labor market information, training, job information and/or refer clients to other agencies. Staff shall also be able to assist clients in using 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, 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.

**Attachment A****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 One-Stop 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 One-Stop 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

**Attachment A**

County One-Stop 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 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;



**Attachment A**

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 Community Investment Division Director by July 31, 2020.
- 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 fifteenth 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.);

**Attachment A**

- 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 Community Investment Director or designee by August 31, 2020 and ongoing.**

**3. Budgets and Budget Modifications**

Budgets contained in Attachment C 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 Community Investment 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 Community Investment 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

## Attachment A

**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, 2020 and ongoing
Schedule of Partner Staff Training	August 31, 2020
<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, 2020
Telephone Directory	10th day after the end of each month
Internal Monitoring Procedures and Schedule	August 31, 2020
Information Technology (IT) usage policy	July 31, 2020
Analysis of client flow, program delivery, career planning strategies and tools, business process and service improvement	July 31, 2020 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, 2020, annually
Staff Training / Capacity Building Plan	August 31, 2020
<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, 2020
List of workshops	July 31, 2020 and ongoing
Internal Policies and Procedures	August 31, 2020
Business Services – General Activities	10th day after the end of each month
Forms and Marketing Materials	July 31, 2020 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, 2020 and ongoing
Master Invoice Spreadsheet	August 31, 2020 and ongoing
Detailed line-item budget	Prior to submission of July invoice
Detailed performance metrics	July 31, 2020





# ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

## Performance Report

Quarter 1

July 1, 2020 through September 30, 2020

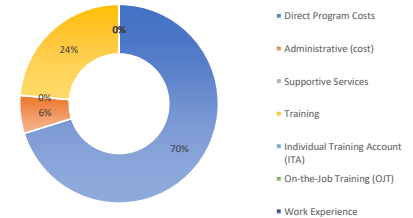
Status:	Open
Service Provider:	America Works of California, Inc.
Contract Obligation:	\$ 1,500,000.00
Contract Number:	20-28-0073-OSO
Contract Period:	07/01/2020 - 06/31/2021

Program Name:	CDEA#17.258 WIOA Adult Programs & #17.278 WIOA Dislocated Worker
Funding Stream:	DOL Employment & Training Admin
Leverage Budget:	N/A
Total YTD Leverage:	N/A
% of Total Leverage:	N/A

### Fiscal Activities

Cost Category	Budget	YTD Expenditures	Balance	% Utilized
Direct Program Costs	\$ 1,230,000.00	\$ 78,216.63	\$ 1,151,783.37	6%
Administrative (cost)	\$ 150,000.00	\$ 6,898.32	\$ 143,101.68	5%
Supportive Services	N/A	N/A	N/A	N/A
Training	\$ 120,000.00	\$ 26,343.32	\$ 93,656.68	22%
Individual Training Account (ITA)	N/A	N/A	N/A	N/A
On-the-Job Training (OJT)	N/A	N/A	N/A	N/A
Work Experience	N/A	N/A	N/A	N/A
<b>TOTAL</b>	<b>\$ 1,500,000.00</b>	<b>\$ 111,458.27</b>	<b>\$ 1,388,541.73</b>	<b>7%</b>

YTD Expenditures



### Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q1 for July-September	YTD
First Time Visitors	N/A	665	665
Virtual Training	N/A	339	339
On-Site Training	N/A	32	32
Literacy/Numeracy Gain (in progress skills gain)	N/A	0	0

### Program Participation

Trainings	# of Participants
<b>Participated in their first class/workshop/training:</b>	
Within 1 week of program enrollment	0
Between 2 and 4 weeks of program enrollment	0
Between 1 and 2 months of program enrollment	0
More than 2 months since program enrollment	0
Not yet engaged in a service	0
<b>Training (Please specify type of training completed):</b>	
ITA'S	N/A
OJT	N/A
Vocational Training	N/A



# ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

## Performance Report

Quarter 2

October 1, 2020 through December 31, 2020

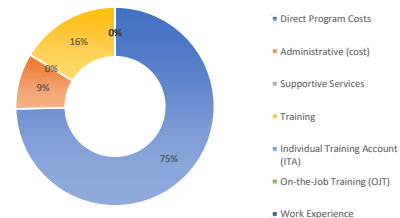
Status:	Open
Service Provider:	America Works of California, Inc.
Contract Obligation:	\$ 1,500,000.00
Contract Number:	20-28-0073-OSO
Contract Period:	07/01/2020 - 06/31/2021

Program Name:	CDEA#17.258 WIOA Adult Programs & #17.278 WIOA Dislocated Worker
Funding Stream:	DOL Employment & Training Admin
Leverage Budget:	N/A
Total YTD Leverage:	N/A
% of Total Leverage:	N/A

### Fiscal Activities

Cost Category	Budget	YTD Expenditures	Balance	% Utilized
Direct Program Costs	\$ 1,230,000.00	\$ 208,509.62	\$ 1,021,490.38	17%
Administrative (cost)	\$ 150,000.00	\$ 25,405.68	\$ 124,594.32	17%
Supportive Services	N/A	N/A	N/A	N/A
Training	\$ 120,000.00	\$ 45,547.20	\$ 74,452.80	38%
Individual Training Account (ITA)	N/A	N/A	N/A	N/A
On-the-Job Training (OJT)	N/A	N/A	N/A	N/A
Work Experience	N/A	N/A	N/A	N/A
<b>TOTAL</b>	<b>\$ 1,500,000.00</b>	<b>\$ 279,462.50</b>	<b>\$ 1,220,537.50</b>	<b>19%</b>

YTD Expenditures



### Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q2 for October-December	YTD
First Time Visitors	N/A	522	1187
Virtual Training	N/A	208	547
On-Site Training	N/A	86	118
Literacy/Numeracy Gain (in progress skills gain)	N/A	0	0

### Program Participation

Trainings	# of Participants
<b>Participated in their first class/workshop/training:</b>	
Within 1 week of program enrollment	0
Between 2 and 4 weeks of program enrollment	0
Between 1 and 2 months of program enrollment	0
More than 2 months since program enrollment	0
Not yet engaged in a service	0
<b>Training (Please specify type of training completed):</b>	
ITA'S	N/A
OJT	N/A
Vocational Training	N/A



**SCOPE OF SERVICES**  
**COMPREHENSIVE ONE-STOP SERVICES**  
**NORTH & SOUTH REGION**

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 or State entities, provide guidance for WIOA both statewide and for local workforce investment systems. Subrecipient will provide Title I Career Adult and Dislocated Worker Services for the Orange County One-Stop System, as identified within this Attachment A-2.

**I. COORDINATION**

**A. General Overview**

1. The Workforce Innovation and Opportunity Act (WIOA) (Pub. L. 113-128) establishes comprehensive legislation that reforms and modernizes the public workforce system. WIOA reaffirms the role of the public workforce system, and brings together and enhances several key employments, education, and training programs. It ensures that the workforce system operates as a comprehensive, integrated and streamlined system to provide pathways to prosperity for those it serves and continuously improves the quality and performance of its services.
2. In Partnership with the Orange County Board of Supervisors and the Orange County Development Board, 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 of Orange'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 of Orange designs and implements programs and services for businesses, adult job seekers, dislocated workers and young adults, working in close collaboration with education, business, labor, economic development and other organizations with a stake in preparing the County's workers to contribute to our growing economy.
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 Career Services Provider of the North & South One-Stop Center for the Orange County Development Area as outlined within this Attachment A-2.** Subrecipient shall provide a comprehensive menu of programs and services as required by the WIOA.
5. To comply with the requirements of this Agreement, Subrecipient shall deliver workforce development services to One-Stop Center (North & South) and identified affiliate 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 clients are outlined in Section III. Supportive services and training opportunities shall be funded and made available to WIOA eligible participants.

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6. Subrecipient shall conform to all WIOA regulations, directives and policy guidance issued by the DOL, EDD, State, OCDB and County of Orange Community Investment Division Director of Workforce Development during the term of this Agreement.

**B. Service Delivery Area**

1. Services in the Northern & Southern Region shall be offered through the following:
  - a. One-Stop Center in Garden Grove at 7077 Oranewood Ave. Suite 200, Garden Grove, CA 92841
  - b. Los Alamitos Joint Forces Training Base at 11200 Lexington Dr. Bldg. 244, Los Alamitos, CA 90720
  - c. Theo Lacy Facility at 501 The City Drive South, Orange, CA 92868
  - d. Tustin Emergency Shelter at 2345 Barranca Pkwy, Tustin, CA 92782
  - e. Orange County Mobile Unit (upon request and availability)
2. Subrecipient currently holds the Garden Grove and Los Alamitos location leases. The Subrecipient agrees to make every reasonable attempt to transfer the leases to the County or the One Stop Operator for the locations as soon as practicable. Until such a transfer is completed, Subrecipient shall maintain the leases for the Garden Grove and Los Alamitos locations at all times during the term of this Contract.
3. One Stop center and/or other service locations. 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-2 (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 Third Amendment. In the event the County notifies Subrecipient 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.
4. In addition to the providing the services described in the Contract and this Attachment A-2 in person and on-site, Subrecipient shall also make all, or portion of such services available through electronic means including but not limited to on-line, over the telephone, through platforms identified by the County of Orange Community Investment Division, all as directed by the County.

**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 of Orange may require additional evening hours, should it be deemed necessary.

<b>Hours of Operation (Garden Grove)</b>	
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



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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 (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:

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

Subrecipient shall adhere to the County of Orange 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 provides are within the provisions and guidelines of this contract and WIOA regulations.

#### B. General Staffing Requirements

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

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Program staff shall have a complete understanding of the services that are provided by the Subrecipient as well as the co-located partners.

3. **Subrecipient shall ensure that all Title I Career Services staff receives continuous on-going training in Workforce Development and Title I Career Services included but not limited to;** case management, WIOA participant eligibility, customer service, developing participant IEP's, follow up services, support services, CalJOBS (to include system enhancements and data entry), serving targeted populations, soft skills, identifying transferable skills, resume writing, interview techniques, 21 Century Workforce skills, ACT Assessments, serving clients with barriers, trauma informed training, County endorsed trainings, etc., and all other available WIOA related training designed to increase staff development and ensure effective delivery of client services.
4. Subrecipient shall be responsible for immediately filling any vacancies, which may occur during the term of this Agreement in order to ensure the continuous and efficient delivery of services to clients. Subrecipient shall fill vacancies with individuals that demonstrate the appropriate experience and levels of education required for the position.
5. Subrecipient shall utilize temporary staff only to the extent that not doing so will have a negative impact on service delivery or meeting program deliverables including invoices. Use of temporary staff shall be kept to a minimum and a separate budget must be developed for this purpose at the beginning of the fiscal year. Applicable Federal, State and County procurement policies shall be adhered to.
6. Subrecipient may host work-experience and internship activities to workforce participants only to the extent to provide work-based training to the individual and in doing so will not displace, replace, or substitute regular staff upon the written approval of the Orange County Community Investment Division Director of Workforce Development. Use of work-based training participants as staff shall comply with applicable State and County worker displacement prohibition policies.

**C. Staff Position Requirements**

1. **Program Manager-** Subrecipient shall staff one (1.00 FTE) Title I Career Services Program Manager who shall manage the successful implementation of the One-Stop Title I Career Services for Adults and Dislocated Workers assuring that all contractual commitments are met. Ultimately, the Program Manager is responsible for adherence to federal, state, and local policies. Ensures that all supervisory staff have access to budgets and expenditure plans to better manage programs that they are responsible for. Program Manager shall hold Case Manager Staff accountable for Contract performance, compliance, ensure CalJOBS data entry, program performance and operating within funding guidelines. The Program Manager shall establish and maintain a positive working relationship with the funding source and all workforce partners both in-house and within the community. Facilitates project accomplishments and ensures that management decisions and contractual goals are understood and supported by staff. The Program Manager shall be directly responsible for all fiscal and program oversight pursuant to this Contract.
2. **Case Management Supervisor-** Subrecipient shall staff two (2.00 FTE) Case Management Supervisors who shall manage the day to day operations of the Orange County North & South One-Stop Title I Adult & Dislocated Worker Career Services Case Management Staff. The Case Management Supervisor shall ensure that their staff provide employment, education, training, labor market information, support services and follow up services in accordance with the Workforce Innovation Opportunity Act. Program. The Case Management Supervisor shall ensure all program activities are in compliance with all federal, state and local regulations, policies, guidance letters and directives. In addition, the Case Management Supervisor shall ensure that staff provide quality customer service, meet Contract program performance, ensure CalJOBS data entry, implement

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employer driven workforce training and customer-centered programs to Orange County One-Stop system clients.

3. **Case Manager-** Subrecipient shall staff no less than sixteen (16.00 FTE) Case Managers who shall provide direct services to jobseekers. Case Managers shall be client-oriented professionals who are knowledgeable about providing WIOA program and training services. Case Manager shall provide case management, comprehensive employment plan, labor market education, employer driven training, community referrals, ensure CalJOBS data entry, participant supportive and follow up services in accordance with the Workforce Innovation Opportunity Act. Case Managers shall ensure program participants are provided with quality program and services that meet individual needs and supports participants becoming economically self-sufficient. Case Managers must be able to create good working relationships with all individuals including those who are from difficult to serve populations. All Case Managers shall be proficient in providing WIOA title I career services.

**Training Coordinator-** Subrecipient shall staff no less than two (2.00 FTE). Training Coordinators shall monitor and track all training activity including but not limited to Individual Training Accounts (ITA), Incumbent Worker Training (IWT), on-the-job trainings (OJT) and Work Experience Programs (WEX) in coordination with the IEP, Case Manager and Employment Specialist. Training Coordinators shall conduct follow-up activities with both program participant(s) and businesses to ensure the quality of workforce services provided are in alignment with program objectives and are employer driven. The Training Coordinator shall provide support to clients seeking additional services and must obtain documentation of client outcomes and input data in the CalJOBS System. Training Coordinator shall be proficient in providing WIOA title I career services.

4. **Employment Specialist-** Subrecipient shall staff no less than four (4.00 FTE) Employment Specialist shall link business clients entering the One-Stop Center or referred by the County Business Solutions Team to qualified jobseekers in the Orange County One-Stop system. Employment Specialist shall coordinate employer referrals, onsite hiring events, reverse job fairs, develop subsidized and competitive employment opportunities with prospective employers. Employment Specialist shall assist business clients with developing job postings, entering employment opportunities in the CalJOBS system, coordinating interviews, assist in the development of On-the-Job training contracts, provide ACT WorkKeys Job Profiling services to employers. Employment Specialist shall be responsible for identifying, developing, and maintaining high level employer relationships for subsidized employment placements and competitive employment opportunities. Employment Specialist shall assist participants with self-directed placement activities to secure competitive employment, securing subsidized employment opportunities to include completing employment applications, scheduling interviews and assisting participant with interview follow up communication.

#### **D. Workforce Professional Staffing Requirements**

1. Subrecipient staff shall be client-oriented professionals who are knowledgeable about providing WIOA title I career Services to individuals with barriers to employment. Staff shall be able to build one-on-one working relationships with clients to aid in eliminating challenges that are hindrances to obtaining and retaining employment. Staff must be knowledge of tools and techniques such as trauma informed training and mindset changing to provide the ultimate level of support to individuals who have been categorized as difficult to serve.
2. Staff shall be fully trained on how to provide WIOA Title I Career Services to adults, dislocated workers, veterans, job seekers with barriers to employment, and individuals with disabilities. Staff must be able to access and enter data into the CalJOBS system, meet Contract performance, provide labor market information, create career pathways to in-demand occupations.

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3. Subrecipient shall ensure that staff understand the contractual requirements and programmatic objectives of this Agreement.
4. Staff shall have knowledge of WIOA Final Rule, Department of Labor TEGLs, Department of Labor CFR Chapter II, Part 2900 et al. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, December 19, 2014, State EDD Directives/Information Notices, California Department of Aging (CDA) Program Memos and Bulletins, and County of Orange Policies and Procedures. Staff shall be informed of any new guidance, as it is released. Staff shall participate in One-Stop partner meetings, One-Stop provider training(s), and all other trainings deemed necessary for quality delivery of services by Orange County Community Investment Division Director of Workforce Development.
5. Staff shall be trained in WIOA Adult and Dislocated Worker Programs in addition to discretionary/specialized programs to best leverage available funding and to maximize service provision. Staff shall be expected to have effective communication and writing skills and possess a high degree of computer literacy. Subrecipient shall determine appropriate staffing.
6. Notwithstanding, all Staff shall be proficient in performing the following duties:
  - a. Conduct outreach, recruitment and eligibility determination to a targeted population;
  - b. Conduct objective job skills assessment, using ACT WorkKeys, for eligible clients to ensure appropriate evaluation;
  - c. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
  - d. Develop a customized professional resume for every enrolled client;
  - e. Provide career planning to all clients (including those in training) in all areas related to gaining/retaining employment and career advancement;
  - f. Provide networking and individual branding guidance leading to employment for every enrolled customer;
  - g. Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;
  - h. Maintain regular contact with clients (at a minimum of once every thirty days) and provide a substantial service;
  - i. Maintain documentation for regulatory and contractual compliance, and maintain detailed case files and complete all required MIS, statistical and performance reports;
  - j. Develop relationships with all training providers and partner agencies;
  - k. Provide specific guidance in transferable skills for all clients transitioning between industry clusters;
  - l. Use Labor Market Information to assist job seekers in making informed decisions about job training and career pathways;
  - m. Have a comprehensive understanding of LMI trends, demand occupation criteria and the County of Orange's Approved Training Partner Directory (ATPD) to enhance placements;
  - n. Ensure active job placement no later than when a client reaches 75% of training completion;
  - o. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the client;
  - p. Provide job development and assist clients in unsubsidized job placement earning a livable wage;
  - q. Provide retention and follow-up services for a twelve (12) month period, with follow-up commencing immediately after employment begins or program exit; and
  - r. Utilize the CalJOBS system for documenting all job seeker activities.

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**E. CalJOBS**

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

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

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



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Subrecipient shall:

- a. Ensure strict adherence to all federal, state and local requirements related to CalJOBS;
- b. Must input all participant data in to the CalJOBS system within 5-business days of service delivery, reported client update or program changes;
- c. Establish quality control procedures to protect the integrity of data pertaining to participants, services and outcomes;
- d. Ensure that all staff designated to handle data entry and data management receive training on CalJOBS functionalities and limitations;
- e. Install a system to establish staff accountability for data entered;
- f. Establish a review process for CalJOBS reports that include participant rosters and other reports provided by the County of Orange;
- g. Ensure strict adherence to proper handling of personally identifiable information (PII) and 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 County of Orange.

**F. Website**

In concurrence with Orange County, current website shall be maintained by the **One-Stop Operator** 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 fairs notices, monthly One-Stop center training calendar, special events, public notice, and all other relative information to the Orange County One-Stop Operator** 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 One-Stop Operator as needed.

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

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

1. All outreach and recruitment materials, press releases, printed or electronic material that reference elected officials, County of Orange shall be submitted to the County of Orange administrative office for review and approval prior to use or release. The County of Orange will require a minimum of five (5) working days to review and approve. Communication is not considered approved for release until subrecipient receives written approval from the County of Orange. **All published or electronic materials shall promote the 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. Must identify funding is made available through the U.S. Department of Labor Employment and Training Administration Workforce Innovation Opportunity Act (WIOA), Orange County Development Board and Orange County Community Services Workforce and Economic Development Department.
2. 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.
3. Language requirements for all printed material and other information at the One-Stop 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.

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4. Notice and communication requirements where materials indicate that the Subrecipient may be reached by telephone, the telephone number of any TDD/TTY or relay service used by the Subrecipient shall be indicated. If the Subrecipient does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative.
5. Information and services accessed electronically shall be established by the Subrecipient policy and procedure which assures that the notice requirements of Title 29 CFR Part 38 are met.
6. Distributed publications, broadcasts, and other communications, which promote WIOA programs or activities, shall include the following specific taglines:

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

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

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

7. Subrecipient shall be responsible to post the "Equal Opportunity Is The Law" and the "Summary of Rights and Program Grievance and Complaint Procedures" in prominent locations, and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish, Farsi, Korean and Vietnamese. Updated client acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish, Farsi, Korean and Vietnamese, which will be provided by the County of Orange.
8. 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 compliant with Americans with Disability Act (ADA).

#### **H. 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 case files, including CalJOBS electronic files, client's WIOA eligibility determination and documentation, IEPs, reports (issued by CalJOBS, State, and/or Local agencies), gaps in service delivery, provision and documentation of substantial services, timely client exit, performance outcomes, follow-up activities, property management (including maintenance of up-to-date equipment inventory lists in each service location, purchases, expenditures and invoices, federal and state requirements for universal programmatic and physical access to services and activities (including access for individuals with disabilities). Quality and consistency of services among One-Stop Center locations, programs and staff is essential. The WIOA Title I Career Services Service Provider 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 County of Orange administrative office.**

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1. Subrecipient shall establish and follow a standardized review methodology that:
  - a. Includes procedures for conducting a quality assurance review on all contracted program and fiscal activities. To include review of expeditors against budget to ensure compliance OMB requirements and WIOA.
  - b. Must develop a written report to include recorded findings, any needed corrective action, and due dates for the accomplishment of corrective actions;
  - c. Requires systematic follow-up to ensure that necessary corrective action has been taken and outstanding issues are addressed and resolved; and
  - d. Requires that following the completion of each internal monitoring, completed reviews are verified and a list of files reviewed is maintained.
2. In addition to Item #1 above, the Subrecipient shall follow their regular (day-to-day) internal review processes to support high standards of service provision and documentation. This shall include periodic file review and immediate correction of issues noted.
3. Subrecipient shall 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 of Orange administrative office by July 31, 2020.**
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 of Orange.
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 Program Performance Reports.

**I. Documentation and File Maintenance**

1. **Case Files** shall be maintained for every enrolled client. Subrecipient shall have a physical file and an electronic file (e.g. CalJOBS electronic file). At a minimum, participant physical and electronic case files shall include documentation of the following:
  - a. Program eligibility and determination of need;
  - b. Client signature evidence of Equal Opportunity (EO) and programmatic grievance forms;
  - c. All source documents needed for validation (as referenced in applicable County of Orange Policies and State Directives and Information);
  - d. All MIS forms;
  - e. Initial and/or Comprehensive Assessments, as applicable;
  - f. Individual Employment Plan (IEP), including all updates of services provided, completed and signed by participant;
  - g. Completed resume for clients being enrolled into Individualized Career Services;
  - h. Approved Individual Training Account (ITA) voucher (if applicable);
  - i. Progress reports, time and attendance;
  - j. Signed Employer or Worksite Agreement, timesheets, certificate, and other related documents for On-the-Job Training (OJT) or Transitional Jobs, Work Experience (WEX), as applicable;



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- k. Supportive Services documentation including participant signature of receipt; and
  - l. Case management notes in CalJOBS showing provision of all substantial services provided.
  - m. Participant physical and electronic case files shall reflect both quality services and regulatory compliance.
2. **Confidential Information:** 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 of Orange release of information form and shall obtain an original of the form prior to releasing information to anyone other than the client. Emails containing PII must be encrypted and transmitted through secure email protocols.

3. **Security:** Subrecipient shall maintain all 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 Subrecipients policy and procedures shall be submitted to the County of Orange by July 31, 2020.**

**J. 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 Community Investment Division Director of Workforce Development. Orange County Community Investment 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 One-Stop 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 Agreement. This may include the provision of professional development, in-service training, role modeling, case studies, and other techniques and strategies applicable to fostering the adoption of a value system, which is based in continuous improvement principles. Subrecipient shall have established procedures for progressive discipline, including verbal and written warnings leading up to termination. Subrecipient must also respond to and correct County of Orange concerns regarding under-performing staff within 5 days.

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4. Subrecipient shall be proactive in maintaining a customer centered design for the One-Stop Centers, 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 One-Stop customers' needs.
5. Subrecipient shall work with the One-Stop center mandatory / non-mandatory partner(s) staff to ensure that client specific services are provided. Subrecipient shall ensure participants are co-enrolled into One-Stop center mandatory / non-mandatory partner(s) programs when doing so will benefit participants outcomes. Subrecipient shall meet with the One-Stop center mandatory / non-mandatory partner(s) staff and the One-Stop Center Operator for suggestions on how to improve client services as defined in the MOU.
6. Subrecipient shall work with County designated One-Stop Operator to ensure that client is receiving benefits from a coordinated network of workforce development partners. Subrecipient shall meet with One-Stop Operator 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 client and/or business clients to the County of Orange. Subrecipient must obtain clients 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.**

**K. 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 One-Stop Operator and County of Orange Director of Workforce Development by July 31, 2020. In addition, Subrecipient shall provide updates to organizational charts to the One-Stop Operator and County of Orange Director of Workforce Development with the monthly program performance reports and whenever staff changes occur.**
2. The staffing design and overall number of positions and associated assignments are subject to pre-approval by the County of Orange.
3. Should any organizational or staffing arrangements change during the program year, Subrecipient shall submit a revised organizational chart immediately to the County of Orange.

**L. Telephone Directory:** 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 One-Stop Operator. **Subrecipients shall inform the One-Stop Operator and County Administration immediately on any changes to the telephone directory.****M. Leveraged Resources:** Leveraged resources shall be defined as cash match and/or in-kind resources that will not only supplement the WIOA program but definitively result in direct cost savings to the program. Subrecipient shall provide Leverage resources in the amount identified in Attachment C (Budget). The cost savings must correlate to an expense that would otherwise be included in the program budget, for which this expense has no other alternative source free of cost. Subrecipient shall submit monthly leverage resources reports by the 10th of month.

**Attachment A-2****III. SERVICE DELIVERY**

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

**A. Target Population**

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

1. The general public seeking workforce services;
2. Veterans and their families including those recently separating from service;
3. Individuals who meet the requirements for WIOA eligibility, including the priority of services categories and individuals who are basic skills deficient (per WIOA Section 134(c)(3)(E) and 20 CFR Part 680.600); other individuals in need of specialized services, such as: persons with limited English proficiency and limited literacy skills; persons with physical disabilities; re-entry population; older youth; homeless or at risk for homelessness; or other special needs populations;
4. Individuals who reflect the demographics of the North & South Region; for example, if it is ethnically diverse, Subrecipient shall strategize how to best deliver services to those eligible within that population group. Subrecipient shall provide services in English, Spanish, Farsi, Korean and Vietnamese. Other languages may be necessary and made available if needed. Subrecipient shall serve all areas of the North & South workforce designated region and shall have the capacity to outreach and recruit for the entire North & South Region, as identified in Section I.B.;
5. Target population served by special projects may include, but are not limited to National Emergency Grants, Dislocated Worker Grants, veterans, re-entry population, and other industry cluster occupation programs;
6. Former WIOA clients in need of continued services including community referrals, employment opportunities and follow-up; and
7. Local businesses and employers.

**B. Client Recruitment**

1. Subrecipient shall recruit individuals meeting eligibility criteria in accordance with WIOA regulations and in accordance with WIOA Section 134(c)(3)(E), 20 CFR Part 680.600-660 and TEGL 10-09. Subrecipient must provide individualized career services and training services funded with the appropriate WIOA formula funds, priority of service must be given to veterans, recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker population. WIOA adult program priority must be provided in the following order:
  - i. Veterans and eligible spouses who are also recipients of public assistance, other low-income individuals, or who are basic skills deficient.
  - ii. Individuals who are recipient of public assistance, other low-income individuals, or individuals who are basic skills deficient.
  - iii. Veterans and eligible spouses who are not included in WIOA's priority groups.
  - iv. Other individuals not included in WIOA's priority groups.

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Subrecipient shall recruit WIOA eligible participants, determine eligibility for a sufficient number of WIOA clients, in numbers necessary to meet planned performance enrollment and expenditure levels and outlined in Attachments C-3 and E-1, respectively.

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

**Subrecipient shall submit a WIOA Recruitment Plan to the County of Orange Director of Workforce Development by August 31, 2020. Plan should show how deliverables will be met.**

**C. Job Seeker Services**

1. **CalJOBS Registration** shall be completed for all clients of the One-Stop System. Subrecipient shall be responsible for collecting and reporting all registration information into CalJOBS within five (5) working days of client visit. Data collected at time of registration shall include all required elements (such as client's name, address, date of birth, age, gender, e-mail address, phone number, veteran status, employment status, citizen status, barriers to employment, services requested, and employment goals).
2. **Availability of funds** in conjunction with individual need and eligibility guidelines, including WIOA Section 134(c)(3)(E) and 20 CFR Part 680.600-660, Subrecipient shall determine the combination of services appropriate for individual clients.
3. **Basic Career Services** must be accessible to all individuals through the local One-Stop System, having no requirements for registration, eligibility, qualifications or prioritization of services:
  - a. Basic Career Services shall be in alignment with customer centered design;
  - b. Basic determination of whether the individual is eligible to receive WIOA services as well as referral for services offered by other One-Stop Center partner agencies;
  - c. Outreach, intake and orientation to the other services available through the One-Stop System;
  - d. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency) aptitudes, abilities (including skills gaps), and supportive service needs;
  - e. Labor Exchange Services, including job search and placement assistance and, in appropriate cases, career counseling, including provision of information on in-demand industry sectors and occupations as well as non-traditional employment;
  - f. Appropriate recruitment and other business services on behalf of employers such as providing information and referral to specialized business services not traditionally offered through the One-Stop delivery system;

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- g. Provision of workforce and labor market employment statistics information, including the provision of information relating to local, regional and national labor market areas, including job vacancy listings, information on job skills necessary to obtain specific jobs, and information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for such occupations;
  - h. Provision of performance information and program cost information on eligible providers of training services, adult education, career and technical education activities and vocational rehabilitation services;
  - i. Provision of information related to how the local area is performing on the local performance accountability measures any additional performance information with respect to the one-stop delivery system;
  - j. Provision of information relating to the availability of supportive services or assistance, including child care, child support, medical or child health benefits under the supplemental nutrition assistance program, assistance through the earned income tax credit, and assistance under temporary assistance for needy families and other supportive services and transportation provided through funds made available under such part; and
  - k. Referrals to the services or assistance relating to filing claims for unemployment compensation, assistance in establishing eligibility for programs of financial aid assistance for training and education programs that are not funded under the WIOA.
4. **Resource Room** the One-Stop Operator is responsible for providing oversight of the One-Stop 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 minimum, one dedicated telephone line shall be available for filing unemployment compensation claims through the Employment Development Department. The Center's resource room shall be equipped with fax machines and copier(s) completely accessible to the public with written instructions for use. This equipment shall only be used for appropriate job search activities.
- a. **Resource Room Staffing** shall be the responsibility of the One-Stop Operator; 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 One-Stop services, labor market information, training, job information and/or refer clients to other agencies. Staff shall also be able to assist clients in using photo-copying and fax machines as well as computers and accessing the internet.
  - b. **Assistive Technology** the One-Stop Operator 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, One-Stop Operator shall ensure facility accessibility including access to services such as interviewing and testing, access to information such as information technology equipment accessibility and software accessibility. All Subrecipient staff shall be required to attend training in program access for individuals with disabilities and access to employment programs and services for the disabled.
5. **Basic Career/Universal Services Monthly Report** the One-Stop Operator shall be responsible for the collection and reporting of Basic Career / Universal Services Monthly Report. shall include cumulative data on basic career/universal services provided at the One-Stop Center. Collected data shall include number of total visitors coming into the centers, total unique visitors and a breakdown of the number



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of clients attending workshops, listed by workshop title. Basic Career/Universal Services being conducted outside of the centers (i.e. job fairs, off site community events) may also be reported but the count should not be duplicated in the total visitors coming into the One-Stop Center. The Monthly Report shall be based upon data collection/tracking through the VOS Greeter and its available reporting components. The One-Stop Operator shall submit Basic Career/Universal Services Monthly Report to the County of Orange Director of Workforce Development or designee by the tenth day of the month following the month being reported on. The County of Orange will provide a template to be used.

6. **Services for Persons with Disabilities:** Subrecipient shall assist persons with disabilities to access the wide variety of programs available to support their successful entry or re-entry into the workforce, connect such individuals to those programs, benefits, services and/or supports they provide and follow up to ensure that each individual is receiving the level of benefits, services and/or supports needed. Subrecipient must ensure co-enrollment in DOR programs and all other appropriate programs that support self-sufficiency for individuals with disabilities are offered to participants when suitable.
7. **Eligibility** for WIOA Title I Career services shall be conducted in a manner that will satisfy local, state and federal requirements. Subrecipient shall examine originals and or acceptable copies of documents, as appropriate, to establish the eligibility of clients and shall make copies of documents necessary to substantiate the eligibility of clients seeking WIOA services. Documents shall be placed in the client's hard copy and uploaded into the CalJOBS system.
8. **Individualized Career Services:** shall be provided to WIOA eligible adults and dislocated workers who are unable to obtain employment through Basic Career Services. Services shall also be made available to clients who are under-employed and/or incumbent workers. Individualized career services shall include but are not limited to:

- a. **Objective and Comprehensive Assessments** shall be done using ACT WorkKeys pre and post exams in conjunction with ACT recommended trainings. The ACT Workkeys shall be used to determine the participants education functioning skill levels and service needs. All WIOA adult or dislocated workers enrolled shall be assessed using the ACT Workkeys exams along with an in-depth interview to identify employment barriers and appropriate employment goals.

Objective assessments shall be staff assisted and shall be provided to all clients in individualized career services. Objective assessment of WIOA clients shall occur before participation in individualized career services or immediately following a referral from basic career services.

Assessments shall result in the development of an Individual Employment Plan, as described below. Assessments shall consist of a basic math, graphic literacy, workplace documents, workplace observation and applied technology, an employment and education history, an interest inventory, skills inventory, barriers to employment, supportive services and training needs, and other relevant information. Subrecipient shall use and be proficient at administering ACT WorkKeys as the assessment method for career services planning. The pre and post

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

In developing a strategy for clients, Subrecipient shall consider those services available through other service providers in the community and shall refer clients to such services as needed.

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Activities to which clients are referred shall reflect a consideration of the client's assessment, economic analysis and educational levels.

Individual Employment Plans shall be a collaborative effort, as appropriate, and shared with all One-Stop partners the client is activity enrolled in. Whereas each partner, can contribute, coordinate and monitor all planned activities to contributing to the client's employment goals.

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

- c. **Career Planning** shall be provided to all enrolled clients. The Subrecipient shall ensure that it has an adequate amount of knowledgeable Case Managers to serve WIOA participants. The ratio of participants to Case Manager shall not exceed 75 participants to 1 Case Manager. Subrecipient shall offer a client-centered approach in the delivery of services that assist the client in identifying and overcoming any barriers to obtaining and retaining employment, act as an advocate on behalf of the client and refer the client to other programs and resources. Career Planning shall also be provided to those clients who are enrolled in training. Subrecipient shall have contact with clients through the range of activities provided up to and following placement in unsubsidized employment.

Subrecipient shall contact their clients at least once per month and provide a substantial service. Contact shall be in-person or over the phone. Documentation of all services provided shall be kept current in the client's file and in CalJOBS. A substantial service does **not** include:

- A standard mailing;
- A basic question answered with little expenditure of staff time;
- Access to or use of electronic self-services;
- A determination of eligibility to participate in the program;
- A self-described job search that does not result in a referral to a job; and/or
- Contact with client or employer to only obtain employment status, educational progress or need for additional services.

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

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

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

Should the Case Manager be scheduled to be off for vacation or illness, Subrecipient shall ensure that other Staff are available to assist during that time and the all participants are properly notified;

- d. **Individual Counseling and Group Counseling** provide a client, in a one-on-one or group setting, counseling and vocational guidance to assist the client in achieving employment goals, and to make decisions regarding employment and/or training opportunities.

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- e. **Internships and Work Experience** that are planned, structured learning experiences that take place in a workplace for a designated timeframe to provide individuals with opportunities for career exploration and skill development;
  - f. **Workforce Preparation Activities** that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills;
  - g. **Short-term Prevocational Services** including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment;
  - h. **Out-of-area Job Search Assistance** helps an individual seeks, locate, apply for, and obtain a job out of their local labor market area;
  - i. **English Language Acquisition** is a program of instruction designed to help eligible individuals who are English language learners achieve competence in reading, writing, speaking, and comprehension of the English language;
  - j. **Resumes** shall be developed for all clients enrolled in Individualized Career Services. Resumes shall be reviewed and updated so that they remain current. Revised resumes shall be inserted into the client's file and on an internal tracking data warehouse such as an internal drive or shared drive. Resume modifications or adjustments conducted in collaboration with staff shall be outlined in the case notes to reflect services provided;
  - k. **Supportive Services** shall be provided by the Subrecipient in accordance with County of Orange Policy 17-OCDB-04, WIOA Section 134(d)(2) and 20 CFR Part 680.900-970. Appropriate referrals to other services and programs shall also be provided;
  - l. **Working with Program Partners:** Subrecipient shall work cooperatively with any Program Partner that is contracted with the County of Orange to provide ancillary services and/or other comprehensive services for formula and/or discretionary grants. Services may also be divided amongst Subrecipient and Program Partners by industry sectors. Both Subrecipient and other Program Partners shall operate in a manner that results in what is best for the One-Stop System;
  - m. **Job Placement:** One on one placement assistance is a critical function of individualized career services. Subrecipient shall work closely with their clients to provide them with solid recommendations for pursuing job leads that match their individual skills, work history, and other abilities, and which have potential for employment. Subrecipient shall also work closely with prospective employers in order to develop job leads and negotiate job opportunities for their clients. Maintaining positive relationships with businesses/employers will lead to more effective outcomes; and
  - n. **Follow up Services** for clients who are placed in unsubsidized employment shall be provided by the Subrecipient no less than every 30 days to address on the job issues and/or job loss. Follow-up services shall be made available for a minimum of twelve (12) months following placement in unsubsidized employment. Each contact shall be documented in the client's file. Retention and follow up services are pivotal to their success and the attainment of performance.
9. **Duration of Client Services:** To ensure expedient and efficient service to clients, all enrolled clients shall be served and exited from the system within ten (10) months. Clients enrolled in training are exempt from this policy.



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- 10. Co-enrollment:** If Subrecipient deems it is in the best interest of the client to be co-enrolled into multiple programs to access services not available through the primary program, the client shall be co-enrolled. The Subrecipient shall ensure services are not duplicated between workforce programs.
- 11. Eligibility** for WIOA services shall be conducted in a manner that will satisfy local, state and federal requirements. Subrecipient shall examine originals and or copies of documents, as appropriate, to establish the eligibility of clients and shall make copies of documents necessary to substantiate the eligibility of clients seeking WIOA services which documents shall be placed in the client's hard copy and electronic files on CalJOBS.
- 12. Training Services** - shall be made available to WIOA eligible adults who are low income and public assistance recipients and individuals who are basic skills deficient in accordance with WIOA Section 134(c)(3)(E) and § 680.600. Training services provided to WIOA adult will follow client selection base on priority of services. Dislocated Workers who have met the eligibility criteria and are unlikely to return to their previous occupation or industry, as stated in County of Orange Policy 17-OCDB-08, may also be eligible to receive training services. Training services shall be designed to equip individuals to enter the workforce and retain employment. Training activities are reserved for individuals who are unable to obtain/retain employment without training in a specific skill set or demand occupation. No WIOA client may be referred to training or education without first having been assessed by the Subrecipient or One-Stop Partner.
- a. **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.
  - b. **Individual training account (ITA)** – a training voucher that is made available to a participant who needs occupational skills training to become gainfully employed or reemployed. The participant must demonstrate they have the skills and qualifications to successfully participate in a post-secondary degree program or a recognized post-secondary credential. ITA shall be made available to participants who are unable to obtain grant assistance from other sources such as State-funded training funds, Federal Pell Grants, scholarships, instructional grants or Trade Adjustment Assistance (TAA). ITA may only be used to pay the cost for training provided by Orange County Community Investment Division Approved Training Partner Directory (ATPD) that leads to an industry credential or degree in an in-demand occupation. ITA must be supported by assessment and informed decision making and may only be provided to participants who demonstrate need.
  - c. **Entrepreneurial training** – a series of training or workshops that provide the basics of starting and operating a small business.
    - i. 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.
    - ii. Approaches to teaching entrepreneurial skills include, but are not limited to, the following:

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- 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.
- d. **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:
- i. Preparing a resume or job application
  - ii. Preparing a cover and thank you letters
  - iii. Work-focused career exploration
  - iv. Training in interviewing skills
  - v. Training in effective job seeking
  - vi. 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
- e. **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).
- f. **Programs that combine workplace training with related instruction, which may include cooperative education programs.**
- g. **Training programs operated by the private sector that assist job seekers with developing skills and competencies that will assist them in obtaining unsubsidized employment.**
- h. **Skill upgrading and retraining** - training that supports individuals in the workplace to learn new skills and adapt to workplace change.
- i. **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.
- j. **Financial literacy** – training that is designed to increase economic self-sufficiency. Training shall include the following elements:

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- i. 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;
  - ii. A proven curriculum that supports the ability of a participant to manage spending, credit, and debt, including credit card debt, effectively;
  - iii. 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;
  - iv. A proven curriculum that supports the participant's ability to understand, evaluate, and compare financial products, services, and opportunities; and
  - v. 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.
- k. **Work-Based Training** - provides more opportunities for workers to earn income while gaining critical job skills. Subrecipient shall ensure WIOA clients participating in work-based training do not replace regular employees and infringe on the promotional opportunities of currently employed individuals. Subrecipient shall comply with Federal, State and Local worker displacement prohibitions.
- i. **On-the-job training (OJT)** - training by an employer that is provided to a paid participant while engaged in productive work in a job that:
    - Provides knowledge or skills essential to the full and adequate performance of the job;
    - Provides wage reimbursement to the employer for the extraordinary costs of providing the training and additional supervision related to the training; and
    - Is limited in duration as appropriate to the occupation for which the participant is being trained, taking into account the content of the training, the prior work experience of the participant, and the service strategy of the participant, as appropriate.
  - ii. **Work experience** - Work experience is a planned, structured learning experience that takes place in a workplace and provides participants with opportunities for career exploration and skill development. Work experience programs can be paid or un-paid.
  - iii. **Pre-Apprenticeship Training** and curriculum is based on industry standards, approved by documented registered apprenticeship partners(s), and prepares the client with the skills and competencies needed to enter one or more registered apprenticeship program(s). Pre-apprenticeship training must have a documented partnership with at least one registered apprenticeship program.
  - iv. **Registered apprenticeship training** - is a combination of on-the-job training (OJT) and related classroom instruction under the supervision of a journey-level craft person or trade professional in which workers learn the practical and theoretical aspects of a highly-skilled occupation.
  - v. **Incumbent worker training** - is work-based training and upskilling designed to ensure that employees of a company can acquire the skills necessary to retain employment and advance within the company, or to acquire the skills necessary to avert a layoff. Incumbent worker training is responsive to the special requirements of an

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employer or a group of employers in partnership with other entities for the purposes of delivering training to:

- Help avert potential layoffs of employees;
- Increase the skill levels of employees so they can be promoted within the company and create backfill opportunities for the employers

- l. Subrecipient shall refer each client to the most appropriate activity as determined from the IEP. Not every client will need or desire training. Training activities shall be provided to those clients who clearly cannot obtain or maintain employment in a specific skill set or demand occupation. Successful completion of training courses shall lead to recognized credentials or their equivalent;
- m. Subrecipient shall seek other non-WIOA funded training and shall use Pell Grants to offset WIOA funds. An individual may enroll in training services prior to the award of a Pell Grant as long as the Subrecipient ensures that the Pell Grant has been applied for and has evidence of documentation in the client's file. Other training offered by a post-secondary education institution, adult education and/or Regional Occupational Program (ROP) shall be considered prior to the use of WIOA funding;

Once it is determined that vocational training is desired and appropriate for the client, Subrecipient and client shall look at the training programs that are available that relate to the client's interests, skill sets and objective assessment outcomes;

- n. When possible, Subrecipient shall utilize intermediaries as a leveraged resource. The role of the intermediary is to be the single point of contact for the employers they represent. An intermediary can reduce the amount of WIOA paid business service staff time by coming with appropriate training projects that can be implemented which relieves business service staff to respond to other business needs.
- o. Subrecipient shall provide individualized Job Placement assistance no later than when the client reaches 75% of training completion to ensure that the training leads to unsubsidized employment in a related field;
- p. Connect businesses and workers to short term OJT, Customized Training programs and apprenticeships before or after layoff to help facilitate rapid re-employment;
- q. Short term OJT, Customized Training programs and/or apprenticeships shall account for no less than 40% of the training provided throughout the System;
- r. Subrecipient shall develop incumbent worker training programs or other worker skill upgrade approaches. Adults and/or dislocated workers trained as incumbent workers, if co-enrolled in formula, will not count towards fulfilling the Adult/Dislocated Worker enrollments for the service delivery performance measures;
- s. Successful completion of training courses must lead to recognized certificate/credential or their equivalent and attainment of unsubsidized employment. A certificate is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed and/or endorsed by employers;

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- t. Senate Bill 734 requires an amount equal to at least 30% of the combined total of Adult and Dislocated Worker WIOA formula fund allocations. Subrecipient shall be responsible for spending no less than 30% of Contract award on training. A portion of the minimum training expenditure requirement (up to 10% of the combined total of the Adult and Dislocated Worker formula fund allocation) may be met by applying designated leverage resources used for training services. Subrecipient shall report designated leverage resources used for training services to County Director of Workforce Development with monthly report. **Subrecipient cannot use 10% leverage resources to fulfill the 30% County award training requirement.**
- u. Subrecipient shall have a thorough mechanism and system for tracking training expenditures, including match funds for training expenditures. This system shall be sufficient for the Subrecipient to both manage their internal performance goals in relation to SB 734, and report to the County of Orange on a quarterly basis.
- v. To address the provisions of SB 734 and state-imposed requirements, the County of Orange identified and established training investment expectations that support skills development and occupational skills training services for WIOA Adult and Dislocated Worker formula-funded programs. Any changes related to this State requirement will be formally communicated to the Subrecipient.

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

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

**Subrecipient shall provide a WIOA client flow chart to the County of Orange Director of Workforce Development by July 31, 2020.**

- 14. Internal Policies and Procedures** for all One-Stop Center operations and administration shall be developed by the Subrecipient. All current Policies and Procedures shall be reviewed to ensure full compliance with the WIOA. **Subrecipient shall provide a copy of all Policies and Procedures to the County of Orange County of Orange Director of Workforce Development by August 31, 2020.**

#### **D. 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 provide quality services to meet the business needs in the Orange County North & South Region. These services shall be provided with the highest level of individualized client service support. The job openings should reflect the needs of the enrolled WIOA customers and take into consideration the need of those exiting training. The following activities are required:



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- a. **CalJOBS Assistance**- Subrecipient in partnership with the County of Orange Community Investment Division Business Solutions team shall provide assistance to all Business to register for the California Job Open Browse System (CalJOBS). CalJOBS is free available to all Business looking to find quality talent. Subrecipient shall provide technical assistance to business' registering, posting job opening, recruiting talent, and find available business resources on CalJOBS. All interest from Business for CalJOBS assistance shall be directed to County of Orange Community Investment Division Business Solutions team
  - b. **Apprenticeship**- Subrecipient in partnership with the County of Orange Community Investment Division Business Solutions team shall provide Business customized assistance on information and the creation of apprenticeship programs. All interest from Business for apprenticeship opportunities shall be directed to County of Orange Community Investment Division Business Solutions team.
  - c. **Career Pathway Programs**- Subrecipients in partnership with the County of Orange Community Investment Division Business Solutions team shall inquire about a Business 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 Business for Career Pathway Programs shall be directed to County of Orange Community Investment Division Business Solutions team.
  - d. **On-the-Job-Training (OJT)**- Subrecipients in partnership with the County of Orange Community Investment Division Business Solutions team shall work with Business to place County determined targeted populations into self-sustaining employment by using OJT as a means of placement. OJTs provide immense benefit for employers and job seekers alike. All interest from Business for On-The-Job opportunities shall be directed to County of Orange Community Investment Division Business Solutions team.
  - e. **Employer Information**- Subrecipients in partnership with the County of Orange Community Investment Division Business Solutions team shall provide Business with recent Employer regulations and information shall include but not 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 Business for Employer information on special programs, employer regulations, etc., shall be directed to County of Orange Community Investment Division Business Solutions team.
  - f. **Referral to Community Resources**- Subrecipients in partnership with the County of Orange Community Investment Division Business Solutions team shall proactively provide linkage and referral to community resources that support the employer's workforce needs. All interest from Business for On-The-Job Training shall be directed to County of Orange Community Investment Division Business Solutions team
2. **Business Services Team Collaboration**- Subrecipient staff shall be made available upon request by County Director of Workforce Development and/or Orange Community Investment Division Business Solutions team to participate in Workforce Development Projects for Businesses. Projects shall include but not 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 Community Investment Division Business Solutions

## Attachment A-2

team, County identified partners, and One-Stop Operator 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 succeeding 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 clients visit.

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

Subrecipient shall ensure that all programs shall have cross-trained staff available to cover vacancies on all special projects or contracted related activities.

##### A. **Other Special Programs**

1. **Program Description and Subrecipient Responsibilities:** On an ongoing basis, the County of Orange applies for and receives discretionary grants from various funding sources. The discretionary grants fund a variety of projects that target specific populations, industries, or workforce innovations. When awarded these grants, it is the County of Orange's sole discretion to determine if Subrecipient will be selected to deliver the intended project. If Subrecipient is selected, an amendment to this Agreement will be executed to include the scope of work, responsibilities and related budget to said project. Subrecipient will be required to adhere to all performance plans, reporting requirements, regulations, client service plans and other goals and objectives as they relate to said project.
2. Subrecipient shall work collaboratively with all Partner Agencies contracted by the County of Orange to provide supplemental or comprehensive services within the One-Stop System.

#### V. **PERFORMANCE**

- A. **Performance Measures:** The WIOA requires a comprehensive accountability system to determine the effectiveness of services provided through the One-Stop System. 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 of Orange. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds. If the Subrecipient fails to meet levels of performance agreed to in this Agreement, the County of Orange may take corrective action. The corrective action may include appropriate measures designed to improve the performance of the local area.
- B. **MIS Submission/Reporting:** Subrecipient shall adhere to MIS procedures for data entry, **timelines** and reporting requirements. Refer to the latest County of Orange policies, State Information Notices and Directives and subsequent updates for complete information and guidance.
  1. Subrecipient shall timely input of data in the data reporting system/s, or if applicable, submit MIS paperwork for all client activities and necessary updates in client information and activities for input into the data reporting system as defined in County of Orange Policy 17-OCDB-02. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Agreement;
  2. Subrecipient shall use the most current templates provided by the County of Orange. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;

**Attachment A-2**

3. Subrecipient shall review and approve all paperwork prior to submission to the County of Orange;
  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 of Orange policy and any subsequent updates;
  7. Subrecipient shall immediately implement and adhere to future policy revisions and changes or enhancements in procedures and processes pertaining to MIS submission and reporting including data entry and data management.
- C. **ITA Vouchers** shall be submitted to the County of Orange along with the corresponding MIS enrollment through the duration of the Contract. **ITA processing will be the direct responsibility of the Subrecipient from July 1, 2020 through June 30, 2021.**
- D. **Follow-up** shall include more than a request for supplemental information. Follow-up shall include services that will increase career satisfaction and economic self-sufficiency. Subrecipient shall conduct follow-up for Quarters 1, 2, 3 and 4 following the client's exit.
1. **Supplemental Income:** If employment status of the client is confirmed through supplemental information, follow-up forms reporting this supplemental information shall be entered into CalJOBS. Subrecipient shall submit information for participants who have exited the program 'Not Found' in Unemployment Insurance (UI) Base Wage Records. Subrecipient shall be responsible for analyzing wage records data.
- E. **Regional/State Plans and County of Orange Initiatives:** Deliverables and/or goals pertaining to One-Stop operations and service delivery shall be met.
- F. **Corrective Action Plans:** Performing below any individual performance measure for any quarter shall be subject to the following corrective action:
1. Technical assistance and assessment of the causes of the low performance;
  2. Development and implementation of appropriate corrective action plan(s) to ensure contractual compliance;
  3. Monitoring of subsequent performance to assess the impact of the corrective action plan(s);
  4. Corrective action plans shall include a date for responding to observations, questions, concerns and findings.

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

G. **Accounting and Fiscal Controls**

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



**Attachment A-2**

2. 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 Director of Workforce Development by July 31, 2020.
3. 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 Orange County Community Resources (OCCR) Accounting Office by the fifteenth day (10<sup>th</sup>) following the month being reported.**

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

- Personnel is invoiced based upon an approved organization chart;
- Personnel supporting documentation is included with each invoice;
- There are no negative line item balances in any row;
- YTD invoiced amounts are correct;
- Leverage/match, if required, is included on the monthly invoice;
- All required program specific sub-categories are included on the invoice;
- 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 of Orange-provided spreadsheet must accompany invoices.

Invoices with errors will be returned to Subrecipient for re-submission. Calendar processing stat 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 of Orange Director of Workforce Development or designee by August 31, 2020 and ongoing.**

**H. Budgets and Budget Modifications**

1. Budgets contained in Attachment C-3 of this Agreement are high-level budgets. Budget templates will be provided by the County of Orange. Invoices shall be submitted based upon these detailed budgets
2. Budget modifications are limited as outlined in Information Notice No. 11-OCWDA-03. County of Orange initiated adjustments do not count towards the three allowed each year.

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

Subrecipient shall implement a model that:

- A. Takes a customer-centered, culturally competent approach to mitigate barriers, prepare and empower all job-seekers;
- B. Utilizes innovative career pathways and training programs tailored to high-value sectors based on input from Orange County Director of Workforce Development, Orange County Development Board, Employers, One-Stop Operator, and the County of Orange;
- C. Engages in Career and Technical Education (CTE) training programs with educational partners; and
- D. Increases middle-skill certification in OC high-growth sectors.

**Attachment A-2**

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 Director of Workforce Development. The Subrecipient shall also coordinate and integrate services with partners by co-locating; sharing a common referral system and blending/braiding funds.

**VII. 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.

**VIII. DELIVERABLES**

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

**A. Deliverables Summary:**

<b>I. COORDINATION</b>	<b>Due Date</b>
Operating Agreements with One-Stop Center Partners	Upon Execution
Secondary locations to provide services, including hours of operation	July 31, 2020 and ongoing
Schedule of Partner Staff Training	August 31, 2020
<b>II. SERVICE STANDARDS</b>	<b>Due Date</b>
Verification of all internal monitoring	Upon Request
Monthly Reports with at least one (1) Success Story	10th day after the end of each month
Organizational Chart	July 31, 2020
Telephone Directory	10th day after the end of each month
Internal Monitoring Procedures and Schedule	August 31, 2020
Information Technology (IT) usage policy	July 31, 2020
Analysis of client flow, program delivery, career planning strategies and tools, business process and service improvement	June 30, 2020
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, 2020, annually
Staff Training / Capacity Building Plan	August 31, 2020

## Attachment A-2

<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, 2020
List of workshops	July 31, 2020 and ongoing
Internal Policies and Procedures	August 31, 2020
Business Services – General Activities	10th day after the end of each month
Forms and Marketing Materials	July 31, 2020 and ongoing
<b>IV. SPECIAL PROGRAMS</b>	<b>Due Date</b>
<b>V. PERFORMANCE</b>	<b>Due Date</b>
ITA Vouchers	As specified by County of Orange policy
Corrective Action Plans, as applicable	As directed by County of Orange staff
Invoices	10 <sup>th</sup> of each month
Master Salary Spreadsheet	August 31, 2020 and ongoing
Master Invoice Spreadsheet	August 31, 2020 and ongoing
Detailed line-item budget	Prior to submission of July invoice
Detailed performance metrics	July 31, 2020



# ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

## Performance Report

Quarter 1

July 1, 2020 through September 30, 2020

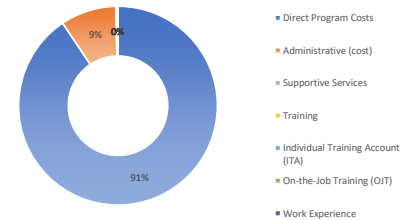
Status:	Open
Service Provider:	MCS Adult North
Contract Obligation: \$	1,200,000.00
Contract Number:	18-28-0062-OS
Contract Period:	07/01/2020 - 06/31/2021

Program Name:	WIOA Title I Career Services
Funding Stream:	WIOA Adult
Leverage Budget: \$	360,000.00
Total YTD Leverage:	0
% of Total Leverage:	

### Fiscal Activities

Cost Category	Budget	YTD Expenditures	Balance	% Utilized
Direct Program Costs	\$ 626,261.00	\$ 152,989.10	\$ 473,271.90	24%
Administrative (cost)	\$ 120,000.00	\$ 15,298.91	\$ 104,701.09	13%
Supportive Services	\$ 24,739.00	\$ 574.25	\$ 24,164.75	2%
Training	\$ -	\$ -	\$ -	0%
Individual Training Account (ITA)	\$ 239,000.00	\$ -	\$ 239,000.00	0%
On-the-Job Training (OJT)	\$ 190,000.00	\$ -	\$ 190,000.00	0%
Work Experience	\$ -	\$ -	\$ -	0%
<b>TOTAL</b>	<b>\$ 1,200,000.00</b>	<b>\$ 168,862.26</b>	<b>\$ 1,031,137.74</b>	<b>14%</b>

YTD Expenditures



### Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q1 for July-September	YTD	% of Performance
New Enrollments	400	46	46	12%
Carry Forward / Follow-Up	124	63	63	51%
Target Population	472	218	218	46%
Employment Placements	411	5	5	1%
Median Earnings of Participant Employment Placements	6600	0		
Youth Education, Military, Apprenticeship, or Trade Placements	N/A			
Attainment of Degree/Certificate	335	2	2	1%
Literacy/Numeracy Gain (in program skills gain)	419	34	34	8%
Retention with the Same Employer	314	0	0	0%
Completion of Soft Skills/VP&SA training	N/A			
Co-enrollment into WIOA services	N/A			
Staff/providers trained on serving individuals with disabilities	NA			
Work Experience	N/A			
Program Exit	411	21	21	5%

### Program Participation

Trainings	# of Participants
<b>Participated in their first class/workshop/training:</b>	
Within 1 week of program enrollment	TBD
Between 2 and 4 weeks of program enrollment	TBD
Between 1 and 2 months of program enrollment	TBD
More than 2 months since program enrollment	TBD
Not yet engaged in a service	TBD
<b>Training (Please specify type of training completed):</b>	
ITA'S	0
OJT	0
Vocational Training	N/A



# ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

## Performance Report

Quarter 1

July 1, 2020 through September 30, 2020

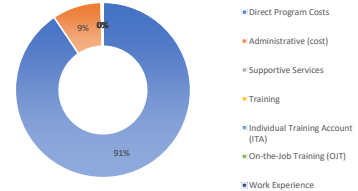
Status:	Open
Service Provider:	MCS Adult South
Contract Obligation: \$	1,200,000.00
Contract Number:	18-28-0062-OS
Contract Period:	07/01/2020 - 06/31/2021

Program Name:	WIOA Title I Career Services
Funding Stream:	WIOA Adult
Leverage Budget: \$	360,000.00
Total YTD Leverage:	0
% of Total Leverage:	

### Fiscal Activities

Cost Category	Budget	YTD Expenditures	Balance	% Utilized
Direct Program Costs	\$ 676,141.86	\$ 60,186.30	\$ 615,955.56	9%
Administrative (cost)	\$ 120,000.00	\$ 6,018.64	\$ 113,981.36	5%
Supportive Services	\$ 28,858.14	\$ -	\$ 28,858.14	0%
Training	\$ -	\$ -	\$ -	0%
Individual Training Account (ITA)	\$ 210,000.00	\$ -	\$ 210,000.00	0%
On-the-Job Training (OJT)	\$ 165,000.00	\$ -	\$ 165,000.00	0%
Work Experience	\$ -	\$ -	\$ -	0%
<b>TOTAL</b>	<b>\$ 1,200,000.00</b>	<b>\$ 66,204.94</b>	<b>\$ 1,133,795.06</b>	<b>6%</b>

YTD Expenditures



### Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q1 for July-September	YTD	% of Performance
New Enrollments	400	54	54	14%
Carry Forward / Follow-Up	126	33	33	26%
Target Population	473	190	190	40%
Employment Placements	413	2	2	0%
Median Earnings of Participant Employment Placements	\$ 6,600.00	0	0	
Youth Education, Military, Apprenticeship, or Trade Placements	N/A			
Attainment of Degree/Certificate	337	2	2	1%
Literacy/Numeracy Gain (in program skills gain)	421	8	8	2%
Retention with the Same Employer	316	0	0	0%
Completion of Soft Skills/VPSA training	N/A			
Co-enrollment into WIOA services	N/A			
Staff/providers trained on serving individuals with disabilities	N/A			
Work Experience	N/A			
Program Exit	413	36	36	9%

### Program Participation

Trainings	# of Participants
<b>Participated in their first class/workshop/training:</b>	
Within 1 week of program enrollment	TBD
Between 2 and 4 weeks of program enrollment	TBD
Between 1 and 2 months of program enrollment	TBD
More than 2 months since program enrollment	TBD
Not yet engaged in a service	TBD
<b>Training (Please specify type of training completed):</b>	
ITA'S	0
OJT	0
Vocational Training	N/A



# ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

## Performance Report

Quarter 1

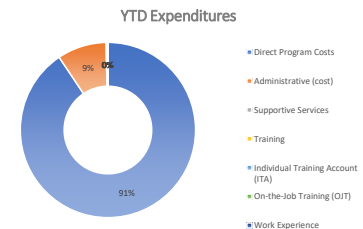
July 1, 2020 through September 30, 2020

Status:	Open
Service Provider:	MCS DW North
Contract Obligation: \$	1,300,000.00
Contract Number:	18-28-0062-OS
Contract Period:	07/01/2020 - 06/31/2021

Program Name:	WIOA Title I Career Services
Funding Stream:	WIOA Dislocated Worker
Leverage Budget: \$	390,000.00
Total YTD Leverage:	0
% of Total Leverage:	

### Fiscal Activities

Cost Category	Budget	YTD Expenditures	Balance	% Utilized
Direct Program Costs	\$ 681,532.78	\$ 166,899.18	\$ 514,633.60	24%
Administrative (cost)	\$ 130,000.00	\$ 16,689.92	\$ 113,310.08	13%
Supportive Services	\$ 24,467.22	\$ 1,000.00	\$ 23,467.22	4%
Training	\$ -	\$ -	\$ -	0%
Individual Training Account (ITA)	\$ 379,000.00	\$ -	\$ 379,000.00	0%
On-the-Job Training (OJT)	\$ 85,000.00	\$ -	\$ 85,000.00	0%
Work Experience	\$ -	\$ -	\$ -	0%
<b>TOTAL</b>	<b>\$ 1,300,000.00</b>	<b>\$ 184,589.10</b>	<b>\$ 1,115,410.90</b>	<b>14%</b>



### Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q1 for July-September	YTD	% of Performance
New Enrollments	600	152	152	25%
Carry Forward / Follow-Up	199	326	326	164%
Target Population	N/A	612	612	
Employment Placements	655	29	29	4%
Median Earnings of Participant Employment Placements	8855	0	0	0%
Youth Education, Military, Apprenticeship, or Trade Placements	N/A			
Attainment of Degree/Certificate	563	14	14	2%
Literacy/Numeracy Gain (in program skills gain)	639	184	184	29%
Retention with the Same Employer	479	0	0	0%
Completion of Soft Skills/VPSA training	N/A			
Co-enrollment into WIOA services	N/A			
Staff/providers trained on serving individuals with disabilities	N/A			
Work Experience	N/A			
Program Exit	655	79	79	12%

### Program Participation

Trainings	# of Participants
<b>Participated in their first class/workshop/training:</b>	
Within 1 week of program enrollment	TBD
Between 2 and 4 weeks of program enrollment	TBD
Between 1 and 2 months of program enrollment	TBD
More than 2 months since program enrollment	TBD
Not yet engaged in a service	TBD
<b>Training (Please specify type of training completed):</b>	
ITA'S	0
OJT	0
Vocational Training	N/A



# ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

## Performance Report

Quarter 1

July 1, 2020 through September 30, 2020

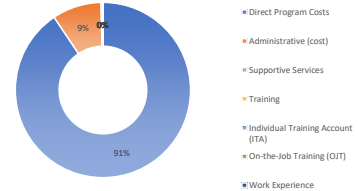
Status:	Open
Service Provider:	MCS DW South
Contract Obligation: \$	1,300,000.00
Contract Number:	18-28-0062-OS
Contract Period:	07/01/2020 - 06/31/2021

Program Name:	WIOA Title I Career Services
Funding Stream:	WIOA Dislocated Worker
Leverage Budget: \$	390,000.00
Total YTD Leverage:	0
% of Total Leverage:	

### Fiscal Activities

Cost Category	Budget	YTD Expenditures	Balance	% Utilized
Direct Program Costs	\$ 735,742.93	\$ 65,177.38	\$ 670,565.55	9%
Administrative (cost)	\$ 130,000.00	\$ 6,517.74	\$ 123,482.26	5%
Supportive Services	\$ 28,257.07	\$ 1,464.21	\$ 26,792.86	5%
Training	\$ -	\$ -	\$ -	0%
Individual Training Account (ITA)	\$ 350,000.00	\$ -	\$ 350,000.00	0%
On-the-Job Training (OJT)	\$ 56,000.00	\$ -	\$ 56,000.00	0%
Work Experience	\$ -	\$ -	\$ -	0%
<b>TOTAL</b>	<b>\$ 1,300,000.00</b>	<b>\$ 73,159.33</b>	<b>\$ 1,226,840.67</b>	<b>6%</b>

YTD Expenditures



### Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q1 for July-September	YTD	% of Performance
New Enrollments	600	132	132	22%
Carry Forward / Follow-Up	153	88	88	58%
Target Population	N/A	234	234	
Employment Placements	617	6	6	1%
Median Earnings of Participant Employment Placements	\$ 8,855.00	0	0	
Youth Education, Military, Apprenticeship, or Trade Placements	N/A			
Attainment of Degree/Certificate	531	4	4	1%
Literacy/Numeracy Gain (in program skills gain)	602	21	21	3%
Retention with the Same Employer	452	0	0	0%
Completion of Soft Skills/VPSA training	N/A			
Co-enrollment into WIOA services	N/A			
Staff/providers trained on serving individuals with disabilities	N/A			
Work Experience	N/A			
Program Exit	617	50	50	8%

### Program Participation

Trainings	# of Participants
<b>Participated in their first class/workshop/training:</b>	
Within 1 week of program enrollment	TBD
Between 2 and 4 weeks of program enrollment	TBD
Between 1 and 2 months of program enrollment	TBD
More than 2 months since program enrollment	TBD
Not yet engaged in a service	TBD
<b>Training (Please specify type of training completed):</b>	
ITA'S	0
OJT	0
Vocational Training	N/A



# ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

## Performance Report

Quarter 2

October 1, 2020 through December 31, 2020

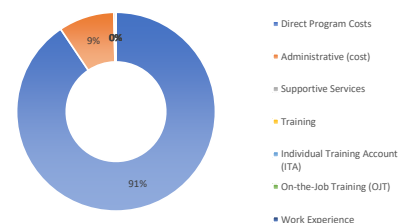
Status:	Open
Service Provider:	MCS Adult North
Contract Obligation: \$	1,200,000.00
Contract Number:	18-28-0062-OS
Contract Period:	07/01/2020 - 06/31/2021

Program Name:	WIOA Title I Career Services
Funding Stream:	WIOA Adult
Leverage Budget: \$	360,000.00
Total YTD Leverage:	0
% of Total Leverage:	

### Fiscal Activities

Cost Category	Budget	YTD Expenditures	Balance	% Utilized
Direct Program Costs	\$ 626,261.00	\$ 152,989.10	\$ 473,271.90	24%
Administrative (cost)	\$ 120,000.00	\$ 15,298.91	\$ 104,701.09	13%
Supportive Services	\$ 24,739.00	\$ 574.25	\$ 24,164.75	2%
Training	\$ -	\$ -	\$ -	0%
Individual Training Account (ITA)	\$ 239,000.00	\$ -	\$ 239,000.00	0%
On-the-Job Training (OJT)	\$ 190,000.00	\$ -	\$ 190,000.00	0%
Work Experience	\$ -	\$ -	\$ -	0%
<b>TOTAL</b>	<b>\$ 1,200,000.00</b>	<b>\$ 168,862.26</b>	<b>\$ 1,031,137.74</b>	<b>14%</b>

YTD Expenditures



### Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q2 101 October-December	YTD	% of Performance
New Enrollments	400	73	119	30%
Carry Forward / Follow-Up	124	0	63	51%
Target Population	472	369	587	124%
Employment Placements	411	0	5	1%
Median Earnings of Participant Employment Placements	\$ 6,600.00	0	0	0%
Youth Education, Military, Apprenticeship, or Trade Placements	N/A			
Attainment of Degree/Certificate	335	0	2	1%
Literacy/Numeracy Gain (in program skills gain)	419	17	51	12%
Retention with the Same Employer	314			0%
Completion of Soft Skills/VPSSA training	N/A			
Co-enrollment into WIOA services	N/A			
Staff/providers trained on serving individuals with disabilities	NA			
Work Experience	N/A			
Program Exit	411	1	22	5.4%

### Program Participation

Trainings	# of Participants
<b>Participated in their first class/workshop/training:</b>	
Within 1 week of program enrollment	TBD
Between 2 and 4 weeks of program enrollment	TBD
Between 1 and 2 months of program enrollment	TBD
More than 2 months since program enrollment	TBD
Not yet engaged in a service	TBD
<b>Training (Please specify type of training completed):</b>	
ITA'S	0
OJT	0
Vocational Training	N/A





# ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

## Performance Report

Quarter 2

October 1, 2020 through December 31, 2020

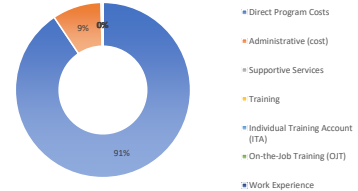
Status:	Open
Service Provider:	MCS Adult South
Contract Obligation: \$	1,200,000.00
Contract Number:	18-28-0062-OS
Contract Period:	07/01/2020 - 06/31/2021

Program Name:	WIOA Title I Career Services
Funding Stream:	WIOA Adult
Leverage Budget: \$	360,000.00
Total YTD Leverage:	0
% of Total Leverage:	

### Fiscal Activities

Cost Category	Budget	YTD Expenditures	Balance	% Utilized
Direct Program Costs	\$ 676,141.86	\$ 60,186.30	\$ 615,955.56	9%
Administrative (cost)	\$ 120,000.00	\$ 6,018.64	\$ 113,981.36	5%
Supportive Services	\$ 28,858.14	\$ -	\$ 28,858.14	0%
Training	\$ -	\$ -	\$ -	0%
Individual Training Account (ITA)	\$ 210,000.00	\$ -	\$ 210,000.00	0%
On-the-Job Training (OJT)	\$ 165,000.00	\$ -	\$ 165,000.00	0%
Work Experience	\$ -	\$ -	\$ -	0%
<b>TOTAL</b>	<b>\$ 1,200,000.00</b>	<b>\$ 66,204.94</b>	<b>\$ 1,133,795.06</b>	<b>6%</b>

YTD Expenditures



### Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q2 for October-December	YTD	% of Performance
New Enrollments	400	53	107	27%
Carry Forward / Follow-Up	126	0	33	26%
Target Population	473	231	421	89%
Employment Placements	413	0	2	0%
Median Earnings of Participant Employment Placements	\$ 6,600.00	0	0	0%
Youth Education, Military, Apprenticeship, or Trade Placements	N/A			
Attainment of Degree/Certificate	337	0	2	1%
Literacy/Numeracy Gain (in program skills gain)	421	0	8	2%
Retention with the Same Employer	316	0	0	0%
Completion of Soft Skills/VPSA training	N/A			
Co-enrollment into WIOA services	N/A			
Staff/providers trained on serving individuals with disabilities	N/A			
Work Experience	N/A			
Program Exit	413	3	39	9%

### Program Participation

Trainings	# of Participants
<b>Participated in their first class/workshop/training:</b>	
Within 1 week of program enrollment	TBD
Between 2 and 4 weeks of program enrollment	TBD
Between 1 and 2 months of program enrollment	TBD
More than 2 months since program enrollment	TBD
Not yet engaged in a service	TBD
<b>Training (Please specify type of training completed):</b>	
ITA'S	0
OJT	0
Vocational Training	N/A



# ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

## Performance Report

Quarter 2

October 1, 2020 through December 31, 2020

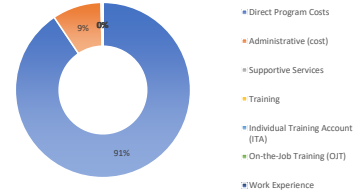
Status:	Open
Service Provider:	MCS DW North
Contract Obligation: \$	1,300,000.00
Contract Number:	18-28-0062-OS
Contract Period:	07/01/2020 - 06/31/2021

Program Name:	WIOA Title I Career Services
Funding Stream:	WIOA Dislocated Worker
Leverage Budget: \$	390,000.00
Total YTD Leverage:	0
% of Total Leverage:	

### Fiscal Activities

Cost Category	Budget	YTD Expenditures	Balance	% Utilized
Direct Program Costs	\$ 681,532.78	\$ 166,899.18	\$ 514,633.60	24%
Administrative (cost)	\$ 130,000.00	\$ 16,689.92	\$ 113,310.08	13%
Supportive Services	\$ 24,467.22	\$ 1,000.00	\$ 23,467.22	4%
Training	\$ -	\$ -	\$ -	0%
Individual Training Account (ITA)	\$ 379,000.00	\$ -	\$ 379,000.00	0%
On-the-Job Training (OJT)	\$ 85,000.00	\$ -	\$ 85,000.00	0%
Work Experience	\$ -	\$ -	\$ -	0%
<b>TOTAL</b>	<b>\$ 1,300,000.00</b>	<b>\$ 184,589.10</b>	<b>\$ 1,115,410.90</b>	<b>14%</b>

YTD Expenditures



### Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q2 for October-December	YTD	% of Performance
New Enrollments	600	72	224	37%
Carry Forward / Follow-Up	199	0	326	164%
Target Population	N/A	641	1253	0%
Employment Placements	655	0	29	4%
Median Earnings of Participant Employment Placements	\$ 8,855.00	0	0	0%
Youth Education, Military, Apprenticeship, or Trade Placements	N/A			
Attainment of Degree/Certificate	563	1	15	3%
Literacy/Numeracy Gain (in program skills gain)	639	19	203	32%
Retention with the Same Employer	479	0	0	0%
Completion of Soft Skills/VPSA training	N/A			
Co-enrollment into WIOA services	N/A			
Staff/providers trained on serving individuals with disabilities	N/A			
Work Experience	N/A			
Program Exit	655	4	83	13%

### Program Participation

Trainings	# of Participants
<b>Participated in their first class/workshop/training:</b>	
Within 1 week of program enrollment	TBD
Between 2 and 4 weeks of program enrollment	TBD
Between 1 and 2 months of program enrollment	TBD
More than 2 months since program enrollment	TBD
Not yet engaged in a service	TBD
<b>Training (Please specify type of training completed):</b>	
ITA'S	0
OJT	0
Vocational Training	N/A



# ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

## Performance Report

Quarter 2

October 1, 2020 through December 31, 2020

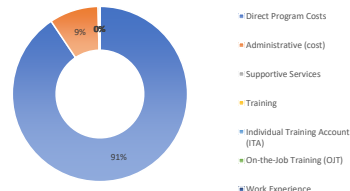
Status:	Open
Service Provider:	MCS DW South
Contract Obligation: \$	1,300,000.00
Contract Number:	18-28-0062-OS
Contract Period:	07/01/2020 - 06/31/2021

Program Name:	WIOA Title I Career Services
Funding Stream:	WIOA Dislocated Worker
Leverage Budget: \$	390,000.00
Total YTD Leverage:	0
% of Total Leverage:	

### Fiscal Activities

Cost Category	Budget	YTD Expenditures	Balance	% Utilized
Direct Program Costs	\$ 735,742.93	\$ 65,177.38	\$ 670,565.55	9%
Administrative (cost)	\$ 130,000.00	\$ 6,517.74	\$ 123,482.26	5%
Supportive Services	\$ 28,257.07	\$ 1,464.21	\$ 26,792.86	5%
Training	\$ -	\$ -	\$ -	0%
Individual Training Account (ITA)	\$ 350,000.00	\$ -	\$ 350,000.00	0%
On-the-Job Training (OJT)	\$ 56,000.00	\$ -	\$ 56,000.00	0%
Work Experience	\$ -	\$ -	\$ -	0%
<b>TOTAL</b>	<b>\$ 1,300,000.00</b>	<b>\$ 73,159.33</b>	<b>\$ 1,226,840.67</b>	<b>6%</b>

YTD Expenditures



### Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q2 for October-December	YTD	% of Performance
New Enrollments	600	53	185	31%
Carry Forward / Follow-Up	153	0	88	58%
Target Population	N/A	254	488	
Employment Placements	617	1	7	1%
Median Earnings of Participant Employment Placements	\$ 8,855.00	0	0	0%
Youth Education, Military, Apprenticeship, or Trade Placements	N/A			
Attainment of Degree/Certificate	531	0	4	1%
Literacy/Numeracy Gain (in program skills gain)	602	13	34	6%
Retention with the Same Employer	452	0	0	0%
Completion of Soft Skills/VPSA training	N/A			
Co-enrollment into WIOA services	N/A			
Staff/providers trained on serving individuals with disabilities	N/A			
Work Experience	N/A			
Program Exit	617	4	54	9%

### Program Participation

Trainings	# of Participants
<b>Participated in their first class/workshop/training:</b>	
Within 1 week of program enrollment	TBD
Between 2 and 4 weeks of program enrollment	TBD
Between 1 and 2 months of program enrollment	TBD
More than 2 months since program enrollment	TBD
Not yet engaged in a service	TBD
<b>Training (Please specify type of training completed):</b>	
ITA'S	0
OJT	0
Vocational Training	N/A



Attachment A

## **SCOPE OF SERVICES**

### **General Program Requirements**

#### **I. PROJECT NAME**

Addressing Barriers to Employment for Individuals with Disabilities in Orange County

#### **II. PROJECT SCOPE STATEMENT**

The "Addressing Barriers to Employment for Individuals with Disabilities in Orange County" project is intended to supplement existing workforce and education programs by providing services to ensure the success of individuals either preparing to enter or already enrolled in workforce and education programs, and expand workforce services to individuals with disabilities by providing soft skills training, Vocational Preparation and Social Adjustment training (VPSA), as well as co-enrollment into the Workforce Innovation Opportunity Act through Orange County America's Job Centers of California (AJCC)/One Stop Centers. The targeted population shall receive services including job readiness, employment placement opportunities such as work experience, and permanent placement into Competitive Integrated Employment. The intended soft skills and VPSA trainings shall be offered to the targeted population, and training on best practices in serving individuals with disabilities shall be provided to Orange County and AJCC staff throughout the community. Upon outreach/recruitment and enrollment into the program, participants will be offered soft skills and VPSA trainings and transitioned into co-enrollment in a workforce development program administered through the Orange County AJCC's or by Goodwill Industries of Orange County.

#### **III. INTRODUCTION AND BACKGROUND**

The AB1111 Breaking Barriers to Employment Initiative was developed to provide individuals with barriers to employment the services they need to enter, participate in, and complete broader workforce preparation, training, and education programs aligned with regional labor market needs. In October 2017, the California Legislature approved Assembly Bill (AB) 1111, Removing Barriers to Employment Act (Chapter 824, Statutes 2017), which established the Breaking Barriers to Employment Initiative. In July 2018, the California Legislature approved Senate Bill (SB) 856 (Budget and Fiscal Review, Chapter 30, Statutes 2018), which appropriated state general funds to implement the Removing Barriers to Employment Act. A partnership between the Orange County Workforce Development Board-Community Investment Division (OCWDB-CID) and Goodwill Industries of Orange County (GIOC) was established to expand services for individuals with disabilities who require assistance with obtaining, maintaining and retaining employment within in-demand workforce industries, and to supplement existing workforce and education programs by providing services to ensure the success of individuals either preparing to enter or already enrolled in workforce and education programs.

#### **IV. BUSINESS CASE**

Through the "Addressing Barriers to Employment for Individuals with Disabilities in Orange County" project, both OCWDB-CID and GIOC will be implemental in



## Attachment A

expanding workforce services and training to individuals with disabilities in Orange County, by providing them with soft skills development curriculum, VPSA services, and connection/co-enrollment into Orange County AJCC's for job readiness and employment related support services. The business benefits that will be gained from the project include the anticipated learning of more about the skills and competencies needed to enter the labor market and ensure that individuals with disabilities earn livable wages and a better understanding and determination of which in-demand industry sectors individuals with disabilities will be more adaptable to and ultimately excel in. In addition, each partner involved will learn from one another by further integrating services in order to ensure that workforce needs are met for individuals with disabilities who require assistance with obtaining and sustaining employment within the in-demand workforce industry. The project will also provide further clarity and sustained research on the effectiveness of providing individuals with disabilities with Soft Skills and Vocational Preparation and Social Adjustment trainings prior to employment and how learning these skills will further assist the targeted population with obtaining, maintaining and retaining employment. Both OCWDB-CID and GIOC will learn the benefits of providing participants with follow-up services to participants after successful exit from the program in order to monitor job retention and progression as well as provide additional supportive services as applicable. Moreover, the project is being undertaken so that OCWDB-CID can learn more about what issues or questions frontline staff in the Orange County AJCC's have about serving individuals with disabilities. Through this learning process, OCWDB-CID will be able to provide technical assistance and cross-training opportunities to staff to ensure they are well-versed in serving individuals with disabilities.

## V. SERVICE DELIVERY

### 1. Co-Enrollment:

- Co-enrollment into multiple funding streams to access services not available through the primary funding stream sources. The participant counts as half an enrollment for formula enrollments and must still be exited in the timeframe the discretionary grant cycle ends and not automatically rolled over into formula for continuation of services.

### 2. Eligibility:

- Conducted in a manner that will satisfy state and federal requirements. Examine originals and or copies of documents, as appropriate, to establish the eligibility of participants and make copies of documents necessary to substantiate the eligibility of participants seeking services which documents shall be placed in the participant's files and on CalJOBS.
- Ascertain the selective service registration of any male over the age of twenty-six (26) seeking services and shall not provide services to participants who have not met selective service registration requirements.
- Ascertain alien/immigrant participant's eligibility to work in accordance with Immigration and Naturalization Laws prior to referring an individual for individualized career services.



## Attachment A

3. Responsibilities:

- Determine participant eligibility. Collect and review documentation necessary for registration and enrollment.
- Monitor budgets and expenditures and ensure that all budgeted funds are fully expended by the end of the contract term.
- Develop methods of recruitment and selection that will assure the maximum number of eligible individuals can participate in the program.
- Provide orientation to participants that includes information on project goals and objectives; community service training assignments; training opportunities; available supportive services; participant's rights and responsibilities; Participant Termination Policy; Grievance Policy; Co-enrollment into WIOA; and permitted and prohibited political activities.
- Conduct individual assessments of the participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; need for supportive services; potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment.
- Provide soft skills and VPSA training for participants.
- Cooperate with community, employment, and training agencies, including agencies under the WIOA, to provide services to individuals with disabilities.
- Submit a Project Quarterly Reports to OCDB for submittal to the California Workforce Development Board (CWDB) each quarter using guidance distributed by the Employment Development Department (EDD).
- Not enroll individuals who can be directly placed into unsubsidized employment.
- Disseminate to participants:
  - Postings
  - Signed forms to acknowledge receipt of the policy/information
- Approve job assignment descriptions and execute agreements with work sites
- Coordinate with WIOA related activities including, but are not limited to, co-enrollment in WIOA programs and job development activities
- Meet or exceed all performance outcomes as stated in Attachment E of the contract
- Ensure that there are enough staff resources dedicated to this program to meet program obligations and outcomes.

VI. **DELIVERABLES**

The number of individuals to be directly served with grants funds and within the targeted population is 150. GIOC will provide outreach/recruitment to a minimum of 200 individuals with disabilities seeking services and will provide Vocational Preparation and Social Adjustment (VPSA) services to a minimum of 150 participants. VPSA services will consist of curriculum and services designed to address specific barriers to employment impacting the targeted population including, but not limited to:

- Appropriate workplace interaction
- Hygiene
- Professional attire awareness



## Attachment A

- Time and schedule management
- Conflict Resolution
- Mobility Safety training
- Self-advocacy training
- Community resource awareness
- Benefits information/ Work Incentives Planning
- Financial Literacy

AJCC staff and GIOC will provide Soft/Essential Skills curriculum and training to a minimum of 150 participants. Soft/Essential Skills curriculum and training will include, but not be limited to the following topics:

- Teamwork
- Enthusiasm & Attitude
- Networking
- Problem Solving & Analytical Thinking
- Professionalism
- Ethics and Action
- Creativity
- Collaboration
- Effective Communication
- Accountability
- Flexibility
- Adjusting to Change

GIOC will provide 100 individuals participating in VPSA services paid work experience training. GIOC will provide training to AJCC staff on providing services to individuals with a range of disabilities. Through the program GIOC and AJCC will create a more concrete referral process for individuals with disabilities in Orange County to receive employment preparation/ placement services from AJCC staff under WIOA.

<b>Service Delivery Minimum Requirements</b>	
Number of individuals to be served for each proposed target population:	150
Total Number of individuals directly served with grant funds:	150

<b>Outcome Goals</b>	<b>Measures</b>
Completion of Soft Skills and VPSA training services	95% successful completion
Co-enrollment into Title I WIOA programs at OC AJCC's	80% placed
Quarter 2 and Quarter 4 retention of employment	75% retained
Service Level	80% service level participants reached
Successful Exits	95%





## Attachment A

<b>Goals and Performance Measures</b>	
<b>What will the project do? How will this be measured?</b>	<b>What will the project do? How will this be measured?</b>
Provide soft skills training and Vocational Preparation and Social Adjustment training (VPSA)	143 participants (Number trained)
Co-enrollment of participants into OC AJCC's	120 participants (Number co-enrolled)
Increase placement of individuals into Competitive Integrated Employment	112 participants (Number placed)
Train Orange County staff on best practices in serving individuals with disabilities	50 staff (Number of staff trained and/or number of trainings provided to staff)
GIOC Work Experience Placement and/or Vocational Training Placement	50 participants (Number placed)
Program Enrollment	150 participants (Number enrolled)
Outreach/Recruitment	200 individuals (Number reached)

**VII. CONSTRAINTS**

<b>Objectives/Activities</b>	<b>Estimated Dates</b>
<b>Quarter 1 (June 2020 – August 2020)</b>	
Project start	June 1, 2020
Grantee Orientation webinar conducted by CWDB staff	June 2020
Hold an internal meeting with CBO and local workforce development board staff members to review project responsibilities and start-up tasks	June 2020
Establish space for CBO staff to host soft skills and Vocational Preparation and Social Adjustment (VPSA) trainings with OC AJCC staff and project participants	July 2020
Develop the collaborative approach between the CBO and the OC AJCC's as it relates to the referral and enrollment process	July 2020
Develop the OC AJCC process of streamlining anticipated employment services provided to the project targeted population (Individuals with Disabilities)	August 2020
Develop program flyers, outreach material and the outreach and recruitment plan	August 2020



## Attachment A

<b>Quarter 2 (September 2020 – November 2020)</b>	
Training on CalJobs data system and entry with CBO staff	September 2020
Develop Assessment and Service Plan	September 2020
Develop VPSA Training Curriculum	September 2020
Start conducting outreach and recruitment of program participants	October 2020
“Train the Trainer” Soft Skills and VPSA training at the local workforce development board office with workforce development board staff and CBO staff	October 2020
“Train the Providers” training at OC AJCC offices with OC AJCC staff on working with individuals with disabilities and review of the Soft Skills and VPSA training material	November 2020 (could potentially be ongoing as new staff are hired)
Conduct Intake, Eligibility determination and Enrollment of potential participants, 30 individuals with disabilities enrolled into project services	November 2020
<b>Quarter 3 (December 2020–February 2021)</b>	
Conduct Intake, Eligibility determination and Enrollment of potential participants, 60 individuals with disabilities enrolled into project services	December 2020
Training for AJCC and other provider staff on working with individuals with disabilities and review of the soft skills and VPSA training material	December-January 2021
Soft Skills and VPSA trainings begin with participants at designated CBO offices/training sites and at OC AJCC offices (provided by GIOC and AJCC staff)	December-January 2021
Convene partners and stakeholders to develop and maintain collaborative efforts and share resources	January 2021
Research labor market data and trends	Ongoing
<b>Quarter 4 (March 2021 – May 2021)</b>	
Conduct Intake, Eligibility determination and Enrollment of potential participants, 100 individuals with disabilities enrolled into project services	March 2021
Refer eligible participants to the local OC AJCC’s for employment services	Ongoing
Soft Skills and VPSA trainings with participants at designated CBO offices/training sites and at OC AJCC offices (provided by GIOC and AJCC staff)	Ongoing
Training for AJCC and other provider staff on working with individuals with disabilities and review of the soft skills and VPSA training material	Ongoing
Work Experience and/or Vocational Training Placement for project participants	March-May 2021
Convene partners and stakeholders to develop and maintain collaborative efforts and share resources	May 2021
Research labor market data and trends	Ongoing



## Attachment A

<b>Quarter 5 (June 2021 – August 2021)</b>	
Work Experience and/or Vocational Training Placement for project participants as provided by the CBO and OC AJCC's	June-July 2021
Unsubsidized job placement for participants	June-July 2021
Follow-up and retention support for participants	June-July 2021
150 individuals with disabilities enrolled into project services	August 2021
<b>Quarter 6 (September 2021)</b>	
Begin Project Close-Out	September 2021
Unsubsidized job placement for participants	September 2021
Follow-up and retention support for participants	September 2021
Finalize Project Close-out	September 2021

**VIII. IN-SCOPE****1. General Staffing Requirements:**

- Provide services in accordance with all applicable laws, policies, procedures, regulations, and standards of federal law, State law, the County of Orange, EDD, DOL, and the Board of Supervisors
- Ensure that all reception and support staff have received training in customer service, communication skills, and proficient computer skills (Windows, Microsoft Office, CalJOBS).
- Assume responsibility for filling any vacancies which may occur during the term of this contract in order to ensure the continuous and efficient delivery of services to participants. Fill vacancies with individuals with the appropriate experience and levels of education required for the position and notify the OCDB of the position incumbent.
- Utilize temporary staff only to the extent that not doing so will have a negative impact on service delivery or meeting program deliverables. Use of temp staff shall be kept to a minimum, and a separate budget must be developed for this purpose. Applicable State and County procurement policies shall be adhered to.
- Utilize overtime only to the extent that not doing so will have a negative impact on service delivery or meeting program deliverables. Proper staff management should negate the need for overtime pay.

**2. Workforce Professional Staffing Requirements:**

- Have participant-oriented professionals who are knowledgeable about the challenges with providing workforce development services to hard to place populations, including individuals with disabilities. Staff shall be able to build one-on-one working relationships with participants, and aid in eliminating challenges that are hindrances to obtaining and retaining training and employment. Services provided in small groups shall also be considered in order to maximize staffing efficiencies and available resources.



## Attachment A

- Ensure staff are fully trained and have current knowledge of regulations and requirements, CalJOBS, contractual goals, OCDB policies and procedures, local labor market information, other special projects/discretionary funding, industry clusters, career pathways and demand occupations, customized trainings, and local resources.
- Ensure that staff understand the contractual requirements and programmatic objectives of the contract.
- Ensure that staff are trained on discretionary/specialized programs that best leverage available funding and service provisions. Staff shall be expected to have effective communication and writing skills and possess a high degree of computer literacy.
- Ensure staff are proficient in performing the following duties:
  - Conducting outreach, recruitment and eligibility determination to a targeted population
  - Conducting objective job skills assessment for eligible participants to ensure appropriate evaluation
  - Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals
  - Provide career planning to all participants (including those in training) in all areas related to gaining/retaining employment and career advancement
  - Provide soft skills and VPSA training needs
  - Make appropriate referrals
  - Ensure participants are co-enrolled into Title I WIOA services
  - Develop relationships with all training providers and partner agencies
  - Provide specific guidance in transferable skills for all participants transitioning between industry clusters
  - Use Labor Market Information to assist job seekers in making informed decisions about job training and career pathways
  - Have a comprehensive understanding of LMI trends, demand occupation criteria to enhance placements
  - Disseminate specific information for upcoming events, job fairs, etc. that would benefit the participant
  - Utilize CalJOBS for documenting job seeker activities.

3. CalJOBS:

- CalJOBS is a web-based, fully integrated system that supports the administration of the WIOA programs.
- Assume responsibility for hardware and software specifications for participant and staff computer workstations utilizing CalJOBS, including:
  - Ensure strict adherence to all state and OCDB requirements related to CalJOBS
  - Ensure efficient internal data entry and data management processes that requires timely input of participant data in CalJOBS
  - Establish quality control procedures to protect the integrity of data pertaining to participants, services and outcomes
  - Ensure that staff designated to handle data entry and data management are given prior training on CalJOBS functionalities and limitations



## Attachment A

- Install a system to establish staff accountability for data entered
- Establish a review process for CalJOBS reports that include participant rosters and other reports provided by the OCDB
- Ensure strict adherence to proper handling of personally identifiable information (PII) and other confidential participant information.
- Ensure immediate implementation of any future changes in data collection and reporting per direction from OCDB/County.

4. Distributed Material, Postings and Program Access Standards:

- All outreach and recruitment materials that reference elected officials, County of Orange, or OCDB shall be submitted to the OCDB administrative office for review and approval prior to use. The OCDB will require a minimum of ten (10) working days to review and approve.
- All published materials shall promote the Orange County One-Stop System. These materials should also include appropriate America's Job Center of California tagline consistent with the local AJCC branding standards.
- Ensure that logo on published material, is secondary to the OCDB logo.
- All logos and naming conventions will be provided by the OCDB to maintain quality and consistency. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
- Language requirements for all printed material shall be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers shall be removed so that all potential participants feel welcomed and have a positive experience.
- Notice and communication requirements where materials indicate that the Subrecipient may be reached by telephone, the telephone number of any TDD/TTY or relay service shall be indicated. If the contractor does not have a TDD/TTY, the California Relay Service (CRS) (1- 800/735-2922) is an alternative. [29 CFR Part 38; WSD 17-01; 17-OCDB-13 and Addendum #3 to 17-OCDB-13; WIOA Section 188 20 CFR Part 683.285 and any future updates.]
- Information and services accessed electronically shall be established through policies and procedures which assure that the notice requirements of Title 29 CFR Part 38 are met. [29 CFR Part 38; WSD17-01; 17-OCDB-13 and Addendum #3 to 17-OCDB-13; WIOA Section 188 20 CFR Part 683.285 and any future updates.]
- 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.'

5. Roles and Responsibilities:

- Program supervisor (50%)
- Case Manager
- Trainer





## Attachment A

- Job Coach
- Services Assistant (50%)

## IX. EXPECTATIONS

- Ensure that staff are properly trained and updated for safeguarding protected PII and information designated as sensitive.
  - Ensure staff are trained on the proper treatment, release and security of the records.
  - Access and release of records in accordance with applicable guidelines. All staff shall follow the guidelines on the OCDB release of information form and shall obtain an original form prior to releasing information to anyone other than the participant.
  - Emails containing PII must be transmitted through secure email protocols.
1. Security:
    - Maintain all participant files through CalJOBS to authorized personnel. In addition, maintain an Information Technology (IT) usage policy.
  2. Accounting and Fiscal Controls:
    - 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.
    - Authorized signatures for execution of documents, amendments, budget modifications and invoices are limited to those individuals identified within the contract.
    - 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 to the Orange County Community Resources (OCCR) Accounting Office by the twentieth day (20th) following the month being reported.
    - Accurate and complete invoices are invoices whereby:
      - Personnel is invoiced based upon an approved organization chart
      - Personnel supporting documentation is included with each invoice
      - There are no negative line item balances in any row
      - YTD invoiced amounts are correct
      - Leverage/match, if required, is included on the monthly invoice
      - All required program specific sub-categories are included on the invoice
      - Any temp staff charges are reported separately
      - A master salary spreadsheet identifying all staff allocations across programs
    - Invoices with errors will be returned for re-submission.



## Attachment A

**X. PROJECT ADMINISTRATION, MONITORING AND REPORTING****1. Quality Assessment/Review:**

- Assume responsibility for quality assessment/review of fiscal/procurement and program operations (including all special projects) which includes, but is not limited to; a quality assurance system to review case files, including CalJOBS electronic files, participant eligibility determination and documentation, IEPs, gaps in service delivery, provision and documentation of substantial services, timely participant exit, performance outcomes, 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.
- Establish and follow a standardized review methodology that:
  - Includes procedures for monitoring programs at least once each program year
  - Results in written reports to record findings, any needed corrective action, and due dates for the accomplishment of corrective actions
  - Requires systematic follow-up to ensure that necessary corrective action has been taken and outstanding issues are addressed and resolved
  - Requires that following the completion of each internal monitoring, completed reviews are verified and a list of files reviewed is maintained.
- Produce all quality assessment/review documentation upon request by the OCDB administrative office.
- Follow 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.
- Conduct an analysis of participant flow, program delivery, career planning strategies and tools, business process and service improvement.
- Take timely corrective action measures as a result of findings identified through federal, state and County monitoring. Repeat and systemic findings identified in any federal, state and County compliance monitoring may result in a possible reduction in funding and/or other sanctions issued by the OCDB.
- Participate in industry-wide forums to learn about best practices, improvements in service delivery, and implementation of process improvements.

**2. Documentation and File Maintenance:**

- CalJOBS electronic files, shall include documentation of the following:
  - Program eligibility and determination of need
  - Participant signature evidence of EO and programmatic grievance forms
  - All source documents needed for validation (as referenced in applicable OCDB Policies and State Directives and Information (e.g., OCDB Policy 10-OCWDA-04 and applicable WIOA provisions) [final State Directive pending]





## Attachment A

- Initial and/or Comprehensive Assessments
- Progress reports
- Signed Worksite Agreements, and other related documents for Work Experience (WEX)
- Supportive Services documentation
- Printed case management notes showing provision of all services provided.

3. Confidential Information:

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

4. Performance Measures:

- Meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams included in this Contract.
- Maintain performance standards set for quality and quantity of service.
- Ensure quality and quantity program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the OCDB. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds.
- Performance is not limited to Common Measures and individual program requirements and performance measurements.
- Assume responsibility for all commitments made in the RFP application.

5. Corrective Action Plans:

- Performing below any individual performance measure for any quarter shall be subject to the following corrective action:
  - Technical assistance and assessment of the causes of the low performance
  - Development and implementation of appropriate corrective action plan(s) to ensure contractual compliance
  - Monitoring of subsequent performance to assess the impact of the corrective action plan(s)
  - Corrective action plans shall include a date for responding to observations, questions, concerns and findings.
- 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.
- Attend project meetings monthly in-person or via telephone call during the term of the contract.



# ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

## Performance Report

Quarter 1

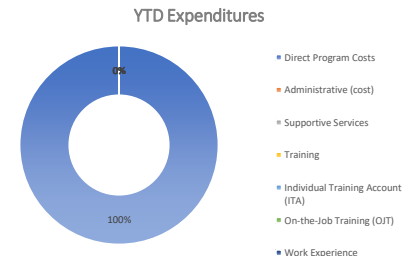
July 1, 2020 through September 30, 2020

Status:	Open
Service Provider:	Goodwill Industries of Orange County
Contract Obligation: \$	375,080.00
Contract Number:	19-28-0071-SP
Contract Period:	06/01/2020 - 03/31/2022

ADDRESSING BARRIERS TO EMPLOYMENT FOR INDIVIDUALS WITH DISABILITIES IN ORANGE California Workforce Development	
Funding Stream	Board
Leverage Budget: \$	250,000.00
Total YTD Leverage:	0
% of Total Leverage:	0

### Fiscal Activities

Cost Category	Budget	YTD Expenditures	Balance	% Utilized
Direct Program Costs	\$ 318,872.00	\$ 21,882.60	\$ 296,989.40	7%
Administrative (cost)	\$ -	\$ -	\$ -	#DIV/0!
Supportive Services	\$ 4,500.00	\$ -	\$ 4,500.00	0%
Training	\$ -	\$ -	\$ -	#DIV/0!
Individual Training Account (ITA)	\$ 2,000.00	\$ -	\$ 2,000.00	0%
On-the-Job Training (OJT)	\$ -	\$ -	\$ -	#DIV/0!
Work Experience	\$ 49,708.00	\$ -	\$ 49,708.00	0%
<b>TOTAL</b>	<b>\$ 375,080.00</b>	<b>\$ 21,882.60</b>	<b>\$ 353,197.40</b>	<b>6%</b>



### Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q1 for July-September	YTD	% of Performance
New Enrollments	150	4	4	3%
Carry Forward / Follow-Up				#DIV/0!
Target Population				#DIV/0!
Employment Placements	112	0	0	0%
Median Earnings of Participant Employment Placements				#DIV/0!
Youth Education, Military, Apprenticeship, or Trade Placements				#DIV/0!
Attainment of Degree/Certificate				#DIV/0!
Literacy/Numeracy Gain (in program skills gain)				#DIV/0!
Retention with the Same Employer				#DIV/0!
Completion of Soft Skills/VPSA training	143	0	0	0%
Co-enrollment into WIOA services	120	0	0	0%
Staff/providers trained on serving individuals with disabilities	50	0	0	0%
Work Experience	50	0	0	0%
Program Exit	142.5	0	0	0%

### Program Participation

Trainings	# of Participants
Participated in their first class/workshop/training:	N/A
Within 1 week of program enrollment	
Between 2 and 4 weeks of program enrollment	
Between 1 and 2 months of program enrollment	
More than 2 months since program enrollment	
Not yet engaged in a service	
Training (Please specify type of training completed):	N/A
ITA'S	N/A
OJT	N/A
Vocational Training	N/A



# ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

## Performance Report

Quarter 2

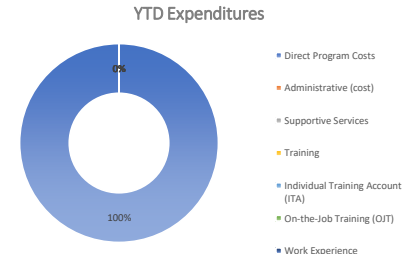
October 1, 2020 through December 31, 2020

Status:	Open
Service Provider:	Goodwill Industries of Orange County
Contract Obligation: \$	375,080.00
Contract Number:	19-28-0071-SP
Contract Period:	06/01/2020 - 03/31/2022

ADDRESSING BARRIERS TO EMPLOYMENT FOR INDIVIDUALS WITH DISABILITIES IN ORANGE California Workforce Development	
Funding Stream	Board
Leverage Budget: \$	250,000.00
Total YTD Leverage:	0
% of Total Leverage:	0

### Fiscal Activities

Cost Category	Budget	YTD Expenditures	Balance	% Utilized
Direct Program Costs	\$ 318,872.00	\$ 53,822.33	\$ 265,049.67	17%
Administrative (cost)	\$ -	\$ -	\$ -	#DIV/0!
Supportive Services	\$ 4,500.00	\$ -	\$ 4,500.00	0%
Training	\$ -	\$ -	\$ -	#DIV/0!
Individual Training Account (ITA)	\$ 2,000.00	\$ -	\$ 2,000.00	0%
On-the-Job Training (OJT)	\$ -	\$ -	\$ -	#DIV/0!
Work Experience	\$ 49,708.00	\$ -	\$ 49,708.00	0%
<b>TOTAL</b>	<b>\$ 375,080.00</b>	<b>\$ 53,822.33</b>	<b>\$ 321,257.67</b>	<b>14%</b>



### Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q2 for October-December	YTD	% of Performance
New Enrollments	150	22	26	17%
Carry Forward / Follow-Up				#DIV/0!
Target Population				#DIV/0!
Employment Placements	112	0	0	0%
Median Earnings of Participant Employment Placements				#DIV/0!
Youth Education, Military, Apprenticeship, or Trade Placements				#DIV/0!
Attainment of Degree/Certificate				#DIV/0!
Literacy/Numeracy Gain (in program skills gain)				#DIV/0!
Retention with the Same Employer				#DIV/0!
Completion of Soft Skills/VPSA training	143	23	40	28%
Co-enrollment into WIOA services	120	4	4	3%
Staff/providers trained on serving individuals with disabilities	50	36	36	72%
Work Experience	50	0	0	0%
Program Exit	142.5	0	0	0%

### Program Participation

Trainings	# of Participants
<b>Participated in their first class/workshop/training:</b>	
Within 1 week of program enrollment	3
Between 2 and 4 weeks of program enrollment	17
Between 1 and 2 months of program enrollment	0
More than 2 months since program enrollment	0
Not yet engaged in a service	2
<b>Training (Please specify type of training completed):</b>	
ITA'S	N/A
OJT	N/A
Vocational Training	N/A

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## **SCOPE OF SERVICES**

### **California Work Opportunity and Responsibility to Kids Act (CalWORKs) Welfare-To-Work (WTW) Program**

The General Program Requirements have been designed to provide the framework wherein the Subrecipient will provide services to special programs for Welfare-to-Work participants.

#### **1. Scope of Services**

Subrecipient shall be responsible for providing countywide employment and training services for CalWORKs Welfare-To-Work participants to increase opportunities of obtaining unsubsidized employment and job retention. The Welfare-To-Work programs are referral based. The referrals received are from the Orange County Social Services Agency CalWORKs program. Participants must reside in Orange County, and are either required to participate, or have voluntarily enrolled in the CalWORKs Welfare-To-Work program pursuant to state regulations. Participants cannot have already obtained unsubsidized employment and are assessed for suitability by Welfare-To-Work program staff. Subrecipient shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff and volunteers required for provision of the services described. Such staff and volunteers shall be qualified in accordance with all applicable statutes and regulations. Subrecipient shall provide the services described herein Attachment A-2 with the consent of the participant being served. Subrecipient shall assure that all services funded under this Contract are coordinated with other appropriate services in the community and that services funded under this Contract do not constitute unnecessary duplications of services provided by other sources.

### **I. COORDINATION**

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

Subrecipient shall provide employment services to California Work Opportunity and Responsibility to Kids Act (CalWORKs) Welfare-to-Work (WTW) participants through the Employment Preparation Program (EPP), Vocational Training (VTR), and Work Experience (WEX) activities. These services are made available under funding granted by the Orange County Social Services Agency (SSA) under the CalWORKs program.

Subrecipient shall provide EPP, VTR, and WEX activities that will enhance and facilitate opportunities for Welfare-to-Work (WTW) participants to obtain and/or maintain stable unsubsidized employment with the goal of achieving economic self-sufficiency. Subrecipient shall engage participants for the number of hours as referred by WTW SSA Staff. The hourly participation requirements are subject to change according to local, State and Federal mandates.

Subrecipient shall conform to all regulations and future policy guidance issuances by the Department of Health and Human Services, the State and CID during the term of this Contract.

Subrecipient shall ensure that the delivery of services is based on the following program principles:

1. Opportunities shall be maximized to provide integrated, coordinated, and easily accessible resources for participants;
2. Services shall be family-friendly and family-centered;

3. Services shall be community-based and provide integrated services that coordinate Federal, State, local and community funding opportunities;
4. Participant's strengths shall be identified, utilizing motivational and strength-based techniques; and
5. Services shall be outcome-driven and identify indicators that accurately reflect progress towards stated goals.

**Employment Preparation Program (EPP)** is a paid employment opportunity in public or private, non-profit or for-profit organizations, with a focus on County of Orange worksites, for a period of six (6) months. Subrecipient will provide job placement as well as reasonable and appropriate supervision and instruction for the participants placed at worksites. EPP participants will earn at least state defined minimum wage for each hour worked. Overtime pay will not be permitted without prior approval from SSA. Participation may be extended with prior approval from the Community Investment Division and the SSA Program Managers, or designees, no more than twice in three-month increments for up to a maximum of one (1) year (including the original six months), if funding for subsidized employment continues to be available, and the participant:

- a. Will be more likely to obtain unsubsidized employment with the additional experience gained through the extension.
- b. Will obtain specific skills and experience relevant for unsubsidized employment in a particular field.

**Vocational Training (VTR)** is a temporary, transitional, and short-term training activity, not to exceed twelve (12) months, to prepare participants for employment in a specific trade, occupation, or vocation. VTR activities shall be provided by vocational-technical schools, postsecondary institutions, or proprietary schools and public institutions. VTR activities shall be made available to participants in areas identified as growth oriented, current or emerging occupations, meeting an unmet community need, and in high demand for new employees. VTR activities shall include, but not be limited to the following:

1. Health Care Occupations
  - a. Medical Assistant (Front and Back office)
  - b. Medical Office
  - c. Medical Billing and Coding
  - d. Phlebotomy Technician
  - e. Pharmacy Technician
  - f. Nurse Assistant
2. Transportation
  - a. Professional Truck Driver
  - b. Auto Repair Technician
3. Business and Professional Occupations
  - a. Accounting Clerk
  - b. Computerized Office Specialist and Accounting
  - c. Customer Service Certification (Retail)
  - d. Administrative Assistant
  - e. General Office Clerk
  - f. Distribution Logistics and Warehouse
  - g. Security Guard

4. Information Technology
  - a. Computer Repair Technician
  - b. Microsoft Certified Applications Specialist
  - c. Project Management
  - d. Social Media Specialist
  - e. Web Design

**Work Experience (WEX)** is a planned, structured learning experience that occurs in a Worksite for twelve (12) weeks. Participation may be extended with prior approval from the Community Investment Division and the SSA Program Managers, or designees, for a period not to exceed a total of sixteen (16) weeks in length including all extensions. Subrecipient will provide WEX services to the participants. Subrecipient **shall** be reimbursed by the County at the rate of prevailing California Minimum Wage, for each hour worked. Overtime pay will not be permitted without prior approval from SSA. Participants may be paid for County holidays, with prior approval from SSA. At the end of the training period, it is generally expected that the employer will hire the participant as a regular employee.

#### **B. Service Delivery Area(s)**

Northern Region: 6301 Beach Blvd., Suite 320  
Buena Park, CA 90621

Central Region: 7077 Oranewood Ave., Suite 200  
Garden Grove, CA 92841

Participants will have access to the County One-Stop Center where they can access a wide variety of resources including labor market information and job vacancy listings. Participants will also have full access to computers with internet connectivity, telephones, faxes, and copy machines.

## **II. SERVICE STANDARDS**

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

1. **Regular Hours of Operation:** Subrecipient shall be available to program participants during scheduled hours of operation, Monday – Friday 8:00 a.m. to 5:00 p.m. Hours of operation shall effectively serve the needs of Program participants.
2. The County reserves the right to set and modify hours of operation based on program demands that will most effectively serve the needs of its customers.
3. **Holiday Operation Schedules:** Subrecipient shall ensure that arrangements full-service delivery is available throughout the year with limited closures as detailed below for the following County-observed holidays:

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

**Refer to the County of Orange website for County Calendar and specific dates observed.**

In rare cases, hours of operation may be negotiated to meet the business needs. It is the responsibility of the Subrecipient to develop a procedure to ensure coverage is always available during business hours and for emergencies.

**B. Subrecipient Responsibilities:**

1. Subrecipient shall assume the role of employer of record for EPP and WEX participants.
2. Ensure that all participants are covered by Workers Compensation as determined by the California Department of Social Services (CDSS).
3. Collect, review and approve all participant timesheets for processing of payroll.
4. Provide and distribute paychecks on a bi-weekly basis to all EPP and WEX enrolled participants.
5. Oversee and process payroll from July 1, 2019 through September 30, 2020. Subrecipient is responsible for payment to participants through September 30, 2020.
6. Provide direct deposit of paychecks to those participants requesting that option.
7. Establish emergency protocols to ensure all EPP and WEX participants are paid as scheduled. Provide for last check of the year to cover up to September 30, 2020.
8. Subrecipient shall follow provisions and requirements of Affordable Care Act (ACA) and Healthy Workplaces, Healthy Families Act of 2014 (AB1522) as applicable.
  - a. Ensure that unspent sick leave time will not be carried over to the following program year.
  - b. Ensure that participants who are on sick leave are not permitted to participate in any work experience, trainings, workshops, and/or meetings.
  - c. Establish an internal formal policy to implement provision of paid sick leave
  - d. Track accruals and usage of paid sick leave
9. Subrecipient shall collect and review all documentation necessary for referral, registration and enrollment of eligible participants.
10. Subrecipient shall serve all participants who have been referred by SSA for VTR, WEX, and EPP activities, pursuant to the MOU and this Contract. Subrecipient shall place participants at a Worksite within fourteen (14) working days of the referral for services, unless otherwise directed by CID or SSA.
11. Subrecipient staff shall work closely with each participant to develop an understanding of the participant's needs and barriers, assess career goals, and arrange EPP, VTR, or WEX assignments with an appropriate, agreed upon Worksite and/or training location. Workshops, one-on-one training, intensive case management, and coaching will be utilized to assist the participant in locating, obtaining and retaining employment.
12. Subrecipient shall work directly in concurrence with WTW SSA staff to identify barriers/noncooperation, prior to returning participant to the WTW program.



13. Subrecipient shall ensure the participant learns basic job skills including how to write an effective resume, dress appropriately for a job, successfully interview, and effectively communicate with an employer.
14. Subrecipient shall provide an orientation to participants which includes providing information on program goals and objectives; EPP, VTR, or WEX assignments; participant's rights and responsibilities; Participant Termination Policy; Grievance policy; and permitted and prohibited political activities.
15. Subrecipient shall work with and motivate difficult-to-place participants who have multiple barriers, which may include a resistance to program participation.
16. Subrecipient shall provide services to meet participant's ethnic diversity in a manner responsive to individuals with literacy, language, and sociocultural issues that demonstrate language or cultural barriers to Employment, including resistance to pursuing employment in occupations that may be perceived as nontraditional.
17. Subrecipient shall work with participants to resolve attitudinal barriers toward obtaining and retaining employment, such as fear of going to work, anger and resentment from being required to participate, low self-esteem/motivation, problems with accessing and navigating public transportation, and childcare concerns.
18. Subrecipient shall monitor the progress of all EPP, VTR, and WEX participants by communicating every two (2) weeks, or more often if needed, with the participant and the Worksite Supervisor for EPP and WEX; and the Training Provider for VTR to discuss steps needed to complete the program.
19. Subrecipient shall collaborate with WTW SSA staff and the Worksite to help participants overcome employment barriers such as food, transportation, housing, legal assistance, and clothing needs.
20. Subrecipient shall provide employment sites for WEX services leading to employment that is anticipated to be permanent and secured during a participant's assignment to WEX.
21. Provide employment sites for EPP in public or private, non-profit organizations, with a focus on County of Orange Worksites.
22. Explain employer requirements and expectations, job retention techniques such as attendance and punctuality, social etiquette, personal hygiene, appropriate dress, productivity, common reasons for promotion and dismissal, employment problem-solving skills, and planning for/handling common problems faced by new employees.
23. Develop appropriate training sites in the community, monitor attendance, and communicate with WTW SSA staff regarding participation and attendance.
24. FOR POSTING REQUIREMENTS - FOLLOW provisions and requirements in County Information Notice 18-OCDB-03.
25. Develop relationships with local businesses by networking and developing Worksites for EPP, VTR, and WEX participants.
26. Conduct semi-annual meetings with worksites to review procedures and update program changes.
27. Attend meetings with County and other contracted service providers, including Multi-Disciplinary Team (MDT) meetings, and other meetings as requested.
28. Cooperate with SSA with respect to sanctions applied to participants in the event of participant non-cooperation. This may include testifying at participant non-compliance hearings.
29. Provide internal forms that are not mandated by County or by program requirements. Internal forms shall be reviewed by County prior to implementation.
30. Ensure that all services provided to participants under this Contract are conducted in a manner sensitive to literacy, language, and socio-cultural issues that may impact the participants. All staff providing services under this Contract shall be trained in cultural differences to ensure their ability to recognize and assist participants who demonstrate

language or cultural barriers to employment, including resistance to EPP, VTR, and WEX activities. Services shall be provided in the participant's language or interpreters shall be obtained when necessary.

31. Adhere to all aspects of the program including human resources processes.
32. Request participants' confidential skills assessment documents for each referral that will assist in evaluating participant's abilities, skills and interests for employment and training.
33. Consult with the WTW SSA staff on a regular basis regarding participant's progress in assigned activity.
34. Assist WEX and VTR participants with job search to obtain unsubsidized employment within 45 days or as otherwise approved by WTW SSA Staff, of completing WEX assignment or VTR training if the employer did not retain participants.
35. Inform the WTW SSA Staff of suspected welfare eligibility or supportive services payment fraud within 48 hours of the suspected fraud.
36. Follow all local, State and Federal regulations, and SSA policies and procedures related to the EPP, VTR, and WEX Programs.
37. Provide monthly attendance reports and participant evaluations to WTW SSA Staff by the 10th calendar day of the following month.
38. Submit Reports to CID as directed, and by the calendar day(s) assigned.
39. While this is a program based on referrals from WTW SSA Staff Subrecipient is responsible for keeping the WTW SSA Staff informed of the EPP, VTR, and WEX programs.
40. Subrecipient shall coordinate and facilitate EPP, VTR, and WEX program presentations to WTW SSA Staff as requested by SSA.
41. Subrecipient shall monitor budgets and expenditures and ensure that all budgeted funds are fully expended by the end of each fiscal year.
42. Track client participation with work experience and training.
43. Meet or exceed all performance outcomes as stated in Attachment E-1 of the Contract
44. Ensure that there are sufficient staff resources dedicated to EPP/WEX/VTR programs to meet program obligations and outcomes.

### **C. General Staffing Requirements**

1. Subrecipient shall provide services in accordance with all applicable laws, policies, procedures, regulations, and standards of federal law, State law, the County of Orange and the Board of Supervisors.
2. There shall be the requisite number of staff hired by the Subrecipient to operate program services as outlined in this Contract, and as provided for in the budget attached herein
3. Subrecipient shall ensure that all reception and support staff have received training in customer service, communication skills, and proficient computer skills (Windows, Microsoft Office and CalJOBS).
4. Subrecipient shall be responsible for filling any vacancies, which may occur during the term of this Contract in order to ensure the continuous and efficient delivery of services to participants. Subrecipient shall fill any vacancies with individuals with the appropriate experience and levels of education required for the job and notify the CID of the position incumbent.
5. Subrecipient shall provide a copy of Attachment A-2 (Scope of Services) to all program staff and a copy of the Contract fiscal requirements to all fiscal staff. Subrecipient shall require all

staff to sign a statement indicating that they have received the applicable sections of this Contract and have reviewed and understood the contractual requirements and programmatic objectives.

6. Subrecipient shall utilize overtime only to the extent that not doing so will have a negative impact on service delivery or meeting program deliverables including invoices. Proper staff management should negate the need for overtime pay.

#### **D. Professional Staffing Requirements**

1. Subrecipient staff shall be participant-oriented professionals who are knowledgeable about the challenges with providing workforce development services to difficult-to-serve populations. Staff shall be able to build one-on-one working relationships with participants to aid in eliminating challenges that are hindrances to obtaining and retaining employment. Services provided in small groups shall also be considered in order to maximize staffing efficiencies and available resources.
2. Staff shall be trained and have current knowledge of regulations and requirements, CalJOBS, contractual goals, County policies and procedures, local labor market information, industry clusters, career pathways and demand occupations, on-the-job training, and local resources that are available to assist participants seeking training and/or vocational services.
3. Subrecipient shall ensure that staff understand the contractual requirements and programmatic objectives of this Contract.
4. Staff shall have an understanding of Department of Labor TEGLs, State EDD Directives/Information Notices, and County Policies and Procedures. Staff shall be informed of any new guidance, as it is released. All directives and policies shall be discussed during regularly scheduled staff meetings.
5. Gaps in Service Delivery: Subrecipient shall ensure that participant activities remain uninterrupted in accordance with the provisions set forth in this Contract.
6. Notwithstanding, all program staff shall be proficient in performing the following duties:
  - a. Provide job development and assist participants in job placement as applicable for job developers;
  - b. Conduct outreach, recruitment and eligibility determination to a targeted population;
  - c. Conduct objective job skills assessment for eligible participants to ensure appropriate evaluation;
  - d. Formulate and coordinate comprehensive employment plans with specific and measurable vocational goals;
  - e. At a minimum, develop a résumé for every enrolled Participant;
  - f. Provide case management to all participants in all areas related to gaining/retaining employment and career advancement;
  - g. Determine supportive services and training needs including making appropriate referrals, tracking progress and maintaining attendance records;
  - h. Maintain regular contact with participant (at a minimum of once every two weeks);
  - i. Maintain documentation of regulatory and contractual compliance, and maintain detailed case files and complete, statistical and performance reports;
  - j. Develop relationships with training providers, worksites and partner agencies;

- k. Provide specific guidance in transferable skills for all participants transitioning between industry clusters;
- l. Disseminate specific information for upcoming events, job fairs, etc. that would benefit the participant.
- m. Use Labor Market Information to assist job seekers in making informed decisions about job training and career pathways.
- n. Have a comprehensive understanding of LMI trends, demand occupation criteria to enhance placements.
- o. Ensure active job placement no later than when a participant reaches 75% of training completion.

7. Program Manager:

- a. Manages the successful implementation of the EPP, VTR, and WEX Program, assuring that all contractual commitments are met;
- b. Ultimately responsible for adherence to local, federal, and state policies;
- c. Establishes and maintains positive working relationships with all funding sources and all partners both in-house and within the community;
- d. Facilitates project accomplishments and ensures that management decisions and contractual goals are understood and supported by all staff; and,
- e. Shall be directly responsible for all fiscal oversight of their budgets.

Subrecipient shall be proactive in requiring staff to adopt participant service principles targeted toward achieving high participant satisfaction, which meets participant 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.

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

1. All outreach and recruitment materials shall be submitted to the County administrative office for review and approval prior to use. The County will require a minimum of ten (10) working days to review and approve. Subrecipient may keep their logo on the site published material, but it should be secondary to the OCDB logo.
2. All logos and naming conventions shall be provided by the County to maintain quality and consistency. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
3. Language requirements for all printed materials and other information shall be provided in English, Spanish and Vietnamese. Whenever feasible, language barriers shall be removed so that all participants feel welcomed and have a positive experience.
4. Subrecipient shall be responsible to post the "Equal Opportunity Is The Law" and the "Summary of Rights and Program Grievance and Complaint Procedures" in prominent locations, and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish and Vietnamese. Participant acknowledgement forms (EO and Programmatic Grievance) must be made available in English, Spanish and Vietnamese.

5. Subrecipient shall maintain a Complaint log annually (calendar year). **Subrecipient shall submit a Complaint log to the County of Orange by October 10, 2020 even if no complaint was filed.** The Complaint log shall be submitted to OCDB@OCCR.OCGOV.COM and copy the respective CID Program Manager/Administrator.

**F. Quality Assessment/Review**

1. Subrecipient shall be responsible for internal monitoring of their fiscal/procurement and program operations which includes, but is not limited to; a quality assurance system to review case files, including electronic files, participant's eligibility determination and documentation, Individual Development Plan, Crystal Report rosters, gaps in service delivery, provision and documentation of substantial services, timely participant exit, performance outcomes, follow-up activities, purchases, expenditures and invoices, federal and state requirements for programmatic and physical access to services and activities (including access for individuals with disabilities). Quality and consistency of services among programs and staff is essential.

Subrecipient shall establish and follow a standardized review methodology that:

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

**Subrecipient shall be able to produce all quality assessment/review documentation upon request by the County of Orange administrative office.**

2. In addition to Item #1 above, the Subrecipient shall follow their regular (day-to-day) internal review processes to support high standards of service provision and documentation. This shall include periodic file review and immediate correction of issues noted.
3. Subrecipient shall conduct an analysis of participant flow, program delivery, case management strategies and tools, business process and service improvement once per program year. **Subrecipient shall provide documentation of the process followed and the results of the analysis to the County of Orange administrative office by August 31, 2020.**
4. Subrecipient shall take timely corrective action measures as a result of findings identified through federal, state and County monitoring. Repeat and systemic findings identified in any federal, state and County compliance monitoring may result in a possible reduction in funding and/or other sanctions issued by the County of Orange.
5. Subrecipient shall participate in industry wide forums to learn about best practices, improvements in service delivery, recommended corrective actions, and implementation of process improvements. These activities shall be included within Monthly Reports.



## **G. Documentation and File Maintenance**

1. **Case Files:** shall be maintained for each participant served. Files shall reflect both quality services and regulatory compliance under this Contract in a format approved by County, which will include, but not be limited to, the following:
  - a. Initial Referral form.
  - b. Documentation of all correspondence in regards to the participant's participation in the program, including any correspondence involving Subrecipient.
  - c. Attendance records of participants (Monthly attendance reports).
  - d. Documentation, including dates, of any problem occurrences reported by the EPP Worksite, VTR provider, or WEX Worksite.
  - e. All correspondence related to a Workers' Compensation injury.
  - f. Participant Evaluations and feedback and communication from participants on their performance; feedbacks from EPP Worksite, WEX worksite or VTR provider on participant's progress; feedbacks and input from WTW SSA Staff.
  - g. Employment Verification Form.
  - h. Assessments.
  - i. Individual Employment Plan.
  - j. Copy of participants' Resume.
  - k. Approved Vocational Training (VTR) voucher for VTR enrolled participants.
  - l. Sign in sheets or progress reports resulting from site monitoring.
  - m. Time and attendance reports, completion certificates, if receiving VTR-funded training.
  - n. Signed participant Agreement, timesheets, and other related or Work Experience (WEX/EPP) documentation, if applicable.
  - o. Supportive Services coordination documentation.
  - p. Printed case notes showing provision of all substantial services provided including close coordination and consultation with the SSA WTW SSA Staff.
  - q. Completed I-9 Form.
  - r. Legal right-to-work documents.
  - s. Complaint Policy acknowledgment form signed by the participant per OCDB Information Notice 18-OCDB-03.
2. **Confidential Information:** Personally Identifiable Information (PII) and information designated as sensitive (both in hardcopy and electronic format) relating to services received by participants including information regarding medical and/or substance abuse treatments shall be subject to local, federal and state privacy/confidentiality guidelines.

Files shall not include any documentation that discloses an individual's disability (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, including proper treatment, release and security of records. Access and release of records shall be in accordance with applicable guidelines. All staff shall follow the guidelines on the release of information form and shall obtain an original form prior to releasing information to anyone other than the participant. Subrecipient shall require all of its employees and volunteers who may provide services to sign a confidentiality agreement before commencing the provision of any services to maintain confidentiality of any and all materials and information with which they may come into

contact except as may be required to provide services under this Contract or to those specified in this Contract as having the capacity to audit.

3. **Security:** Subrecipient shall maintain all customer files in a locked cabinet accessible only to authorized personnel. In addition, Subrecipient shall maintain an Information Technology (IT) usage policy to support security obligations regarding all confidential and sensitive information. Emails containing Personally Identifiable Information (PII) must be transmitted through secure emails.

#### **H. Customer Service and Participant Satisfaction**

1. Subrecipient shall take part in the qualitative evaluation of services through the distribution and collection of customer satisfaction surveys as defined in Information Notice 04-OCWDA-22.
2. Subrecipient shall communicate to their staff that meeting participant satisfaction and expectations is a primary goal of the County of Orange.
3. Subrecipient shall review and evaluate the data collected and shall be responsible for corrective action(s) with respect to survey findings or trends related to the services provided under this Contract. Survey results shall be made available to the County of Orange upon request.
4. Subrecipient agrees to be proactive in requiring staff to adopt customer service principles targeted toward achieving high participant satisfaction and which will meet customer expectations in the delivery of services under this Contract. This may include in-service training, disciplinary actions, role modeling, case studies, and such other techniques and strategies applicable to fostering continuous improvement principles and customer satisfaction.
5. Subrecipient shall provide at least one (1) testimonial each month from job seeker participants. Examples of testimonials may be a participant success story or a letter from a participant. Testimonials shall be included in the WTW SSA Staff Presentations.

#### **I. Organizational Chart:**

1. Subrecipient shall maintain an organizational chart along with corresponding functional job descriptions for every classification funded, in whole or in part. **Subrecipient shall provide an updated organizational chart along with functional job descriptions to the OCCS administrative office by July 31, 2020.**
2. The staffing design and overall number of positions and associated assignments are subject to pre-approval by the CID.
3. Should any organizational or staffing arrangements change during the program year, Subrecipient shall immediately submit a revised organizational chart to the CID.

#### **J. Internal Policies and Procedures:**

1. Subrecipient shall develop policies and procedures for the operations and administration of the CalWORKs/WTW programs of EPP, VTR, and WEX.



2. All current Policies and Procedures shall be reviewed to ensure full compliance. **Subrecipient shall provide a copy of all Policies and Procedures to the OCCS administrative office by August 31, 2020.**

### **III. SERVICE DELIVERY**

Subrecipient shall provide EPP, VTR, or WEX activities to all CalWORKs WTW participants referred by SSA in accordance with CalWORKs WTW County policy. All participants referred to EPP, VTR, and WEX activities must meet all eligibility requirements of the EPP, VTR, and WEX providers.

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

Although services may end if there is a participation problem due to non-cooperation, participants shall not be refused services by Subrecipient without discussion and concurrence with WTW SSA Staff. WTW SSA staff shall discuss and concur prior to any action taken by Subrecipient to minimize issues that impede the participants' ability to complete EPP, VTR, and WEX.

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

Participants who meet all of the following criteria may be referred for EPP, VTR, and WEX activities, per SSA policy:

- i. Are required to participate, or have voluntarily enrolled, in the CalWORKs/WTW program pursuant to State regulations;
- ii. Have not obtained unsubsidized employment sufficient to meet minimum required hours of WTW participation;
- iii. Are deemed suitable for the activity by WTW SSA Staff;
- iv. Continue to meet CalWORKs eligibility criteria; and
- v. Reside in Orange County.

#### **B. Job Seeker Services:**

1. Enrollment/registration shall be completed for all participants. Subrecipient shall be responsible for collecting all information. Data collected at time of registration shall include all required elements (such as participant's name, address, date of birth, age, gender, e-mail address, phone number, veteran status, employment status, right-to-work status, barriers to employment, services requested, and employment goals).
2. Availability of funds in conjunction with individual need and eligibility guidelines, Subrecipient shall determine the combination of services appropriate for individual participants.
3. Informational Workshops shall be developed and facilitated by Subrecipient, and shall be made available to all participants. Workshops shall augment individualized service and provide the participants with the knowledge and skills necessary to identify potential job prospects, fill out an application, or construct a resume. Additional workshops shall help

participants gain marketable skills to ensure successful job retention. Participants shall not be required to attend workshops in any particular sequence.

4. Career Services:

- a. **Initial assessment of skill levels** including literacy, numeracy, and English language proficiency, aptitudes, abilities including skills gaps, and supportive service needs.
- b. **Labor Exchange Services**, including job search and placement assistance and, in appropriate cases, career counseling, including provision of information on in-demand industry sectors and occupations as well as nontraditional employment.
- c. **Provision of information** relating to the availability of supportive services or assistance, including child care, child support, medical or child health benefits under the supplemental nutrition assistance program, assistance through the earned income tax credit, and assistance under temporary assistance for needy families and other supportive services.
- d. **Referrals to the services or assistance** relating to filing claims for unemployment compensation, assistance in establishing eligibility for programs of financial aid assistance for training and education programs.
- e. **Comprehensive and Specialized Assessments** of the skill levels and service needs of participants, which may include diagnostic testing and use of other assessment tools and in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals. Comprehensive Assessment shall be staff assisted and shall be provided to all participants.

Assessment shall consist of employment and education history, an interest inventory, skills inventory, barriers to employment, supportive services and training needs, and other relevant information, which shall result in the development of an Individual Employment Plan, as described below. The depth of the assessment may vary depending on the needs and the nature of employment barriers of the participant.

- f. **Development of an Individual Employment Plan (IEP)** to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve their employment goals. The IEP shall identify the specific services needed to assist participants in securing a job, support services, as well as, ancillary services that may be required to overcome other issues impacting their ability to secure and maintain employment. In developing a strategy for participants, Subrecipient shall consider those services available through other service providers in the community and shall refer participants to such services as needed. Activities to which participants are referred shall reflect a consideration of the participant's assessment, economic analysis and educational levels. Subrecipient shall periodically, or at a minimum of once a month, reaffirm with the participant that the services and activities are appropriate as outlined in the IEP and shall modify the services and activities as necessary to meet their needs.
- g. **Career Planning** shall be provided to all enrolled participants. Subrecipient shall assist the participant in identifying and overcoming any barriers to obtaining and retaining employment, act as an advocate on behalf of the participant and refer the participant to other programs and resources. Career Planning shall also be provided to

those participants who are enrolled in training. Subrecipient shall have contact with participant through the range of activities provided up to and following placement in unsubsidized employment.

Subrecipient shall contact their participants at a minimum of every two weeks and provide substantial services. Documentation of all services provided shall be kept current in the participant's file. A substantial service **does not** include:

- A standard mailing;
- A basic question answered with little expenditure of staff time;
- Access to or use of electronic self-services;
- A determination of eligibility to participate in the program;
- A self-described job search that does not result in a referral to a job;
- Contact with participant or employer to only obtain employment status, educational progress or need for additional services.

Subrecipient shall communicate with the other service providers as needed to review participant performance and to address any issues that may arise. Any changes of assignment to a Job Developer shall be transmitted to the participant in writing with a copy of the letter to be maintained in the participant's file. Should the Job Developer be scheduled to be off for vacation or illness, Subrecipient shall ensure that other Staff is available to assist during that time.

- h. **Internships and Work Experience** that are linked to careers including paid or unpaid planned, structured learning experiences that take place in a workplace for a limited period of time that provide helpful means for an individual to gain experience that leads to unsubsidized employment.
- i. **Preparation Activities** such as interviewing skills, job search techniques, resume writing, adult basic education, ESL, GED, computer literacy and job retention skills.
- j. **Short-term Prevocational Services** including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment.
- k. **Financial Literacy Services** may be provided upon participant's request including, but not limited to, creating budgets, initiating checking and savings accounts at banks, and making financial decisions; how to effectively manage spending, credit, and debt including loans, consumer credit, and credit cards.
- l. **Out-of-Area Job Search Assistance** may be provided to participants that move out of the area. Job Developer shall refer the participant to a One-Stop Center in their new Local Workforce Development Area (LWDA). Job Developer shall provide participants with locations, hours, phone number, website and directions on how to access the center.
- m. **English Language Acquisition** and integrated education and training programs.
- n. **Resumes** shall be developed for all participants enrolled. Resumes shall be reviewed and updated so that they remain current. Copies of updated resumes shall be placed into the participant's file and on tracking data warehouses such as but not limited to,

an internal drive or shared drive. Resume development or updates conducted in collaboration with staff shall be outlined in the case notes to reflect services provided.

- o. Mentoring** including counseling to establish emotional support shall be provided for all participants enrolled. Mentoring can be done individually or in groups. Group mentoring models may include Job Clubs that provide assistance, networking, and peer support for job seekers.
- p. Access to Supportive Services** including, but not limited to, transportation, food vouchers, professional clothing and uniforms shall be provided through coordination with WTW SSA Staff based on participants needs.
- q. Working with Project Partners** including coordinating with WTW SSA Staff, and SSA Project Partners to provide ancillary services and/or other comprehensive services. Both Subrecipient and other SSA Project Partners shall operate in a manner that results in what is best for the project.
- r. Job Placement** including one-on-one placement assistance shall be provided to all participants. Job Developers shall work closely with their participants to provide them with solid recommendations for pursuing job leads that match their individual skills, work history, and other abilities, and which have potential for employment. Job Developers shall also work closely with prospective employers in order to develop job leads and negotiate job opportunities for their participants. Maintaining positive relationships with businesses/employers will lead to more effective outcomes.

#### **IV. PERFORMANCE**

##### **A. Performance Measures**

Subrecipient shall provide EPP, VTR, and WEX activities to enhance and facilitate opportunities for participants to obtain and retain employment with the goal of earning enough to be considered self-sufficient.

Subrecipient shall meet or exceed required federal, state and local standards, measurements and outcomes of all funding streams included in this Contract. Subrecipient must maintain performance standards set for quality and quantity of service. Subrecipient shall work to ensure quality and quantity program delivery and implementation of best practices, as appropriate, and coordinate said efforts with the OCDB. Performance data, including expenditures, will be reviewed monthly and beginning with second quarter data, will be used for making comparisons, assessing performance and reallocating funds. Subrecipient may be subject to corrective actions, termination of the contract, or sanctions, including contract suspension and/or withholding of funds, if performance levels agreed to in this Contract, falls below a specified level each month and/or each quarter. The corrective action may include appropriate measures designed to improve the performance of the local area.

1. EPP Assignment: Subrecipient shall assign 100% of the EPP participants referred in worksites and continue services to carry-in EPP participants until September 30, 2020.

2. VTR Assignment: Subrecipient shall assign 100% of the VTR participants referred in training programs and continue services to carry-in VTR participants until September 30, 2020
  3. WEX Assignment: Subrecipient shall assign 100% of the WEX participant referrals in worksites and continue services to carry-in WEX participants until September 30, 2020.
  4. EPP Completion Rate: A minimum of 87.5% of the participants exiting EPP shall fully complete the length of the EPP activity as referred by WTW SSA staff or exit due to obtaining unsubsidized employment.
  5. VTR Completion Rate: A minimum of 87.5% of the participants exiting VTR shall fully complete the length of the VTR activity as referred by WTW SSA staff or exit due to obtaining unsubsidized employment.
  6. WEX Completion Rate: A minimum of 87.5% of the participants exiting WEX shall fully complete the length of the WEX activity as referred by WTW SSA staff or exit due to obtaining unsubsidized employment.
  7. VTR Employment Rate: 75% of participants who attend VTR activities shall obtain unsubsidized employment within forty-five (45) calendar days of completing VTR activities.
  8. WEX Employment Rate: 75% of participants who attend WEX activities shall obtain unsubsidized employment within forty-five (45) calendar days of completing WEX activities.
- B. MIS Submission/Reporting:** Subrecipient shall adhere to MIS procedures for data entry, timelines, and reporting requirements upon the request by the County administrative office. Refer to the latest County of Orange policies, State Information Notices and subsequent updates for complete information and guidance.
1. Subrecipient shall comply with data verification requirements listed in the latest County of Orange policy and any subsequent updates;
  2. Subrecipient shall immediately implement and adhere to future policy revisions and changes or enhancements in procedures and processes pertaining to MIS submission and reporting.
  3. Subrecipient shall use the most current templates provided by the County of Orange. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified.
  4. Subrecipient shall implement a quality control process to ensure integrity of data submitted, review and approve all paperwork and reports submitted to the County of Orange.
  5. Subrecipient shall immediately address problems, including attendance issues, achievements, or other inquiries about EPP, VTR, and WEX activities with affected participant and employee/instructor. Subrecipient shall inform WTW SSA Staff within twenty-four (24) hours to allow for quick intervention and results-oriented action to address the issue with the participant.



6. Subrecipient shall provide monthly participant attendance and progress reports including achievements and the number of hours worked to WTW SSA Staff and/or County of Orange Program Manager as applicable by the tenth (10th) calendar day of the preceding month.
  7. Subrecipient shall provide each month, a referral tracking report for the preceding month, in a format approved by County of Orange. Data elements shall include, but not limited to the following for each program:
    - a. Number of referrals received from SSA;
    - b. Number of participants enrolled and participating in EPP program, VTR, or WEX;
    - c. Number of referrals returned to WTW SSA Staff prior to assignment in EPP, VTR, or WEX at the end of the reporting period;
    - d. Total active participants in EPP, VTR, and WEX;
    - e. Number of participants exiting EPP, VTR, and WEX;
    - f. Number of participants who completed their EPP, VTR, and WEX assignments;
    - g. Number of EPP, VTR, and WEX participants who obtained unsubsidized employment within 45 calendar days of completing the activity.
    - h. Updated information on the status of the referrals, issues and concerns related to the participants progress in the EPP, VTR or WEX activities.
- C. Corrective Action Plans:** Performing below any individual performance measure for any quarter shall be subject to the following corrective action:
1. Technical assistance and assessment of the causes of the low performance;
  2. Development and implementation of appropriate corrective action plan(s) to ensure contractual compliance;
  3. Monitoring of subsequent performance to assess the impact of the corrective action plan(s); and
  4. Corrective action plans shall include a date for responding to observations, questions, concerns and findings

Subrecipient's performance is not limited to 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 Contract 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.

**Subrecipient shall be able to produce all corrective action plans upon request by the County of Orange administrative office.**

**D. Accounting and Fiscal Controls**

1. Subrecipient shall operate program in accordance with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, Generally Accepted Accounting Principles (GAAP) and CFRs as indicated in Exhibit 5 of this Contract.

2. 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.
3. Invoice templates shall be provided by the OCCR Accounting Department.
4. All program invoices including two original sets with wet signatures are due to the Orange County Community Resources (OCCR) Accounting Office by the fifth (5<sup>th</sup>) and twentieth day (20<sup>th</sup>) following the month being reported.
5. Invoices with errors will be returned to Subrecipient for re-submission.
6. Failure to provide timely and accurate invoices can result in reduction or elimination of this Contract.

**A master salary spreadsheet identifying all staff and their allocation across programs shall be submitted to the CID administrative office by August 18, 2020.**

**E. Budgets and Budget Modifications**

Budget modifications are limited to three (3) adjustments per Contract year, as outlined in Information Notice No. 11-OCWDA-03. County initiated adjustments do not count towards the three allowed each year

**V. DELIVERABLES**

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

<b>II. SERVICE STANDARDS</b>	<b>Due Date</b>
Complaint Logs [p.10]	As specified by CID policy
Verification of all quality assessment review [p. 11]	Upon Request
Analysis of participant flow, program delivery, case management strategies and tools, business process and service improvement [p.11]	As specified by CID policy
Participant Satisfaction Survey Report [p.13]	Upon Request
Organizational Chart [p.13]	July 31, 2020
Internal Policies/Procedures [p.13]	August 30, 2020



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<b>IV. PERFORMANCE</b>	<b>Due Date</b>
Performance Measures Data, as applicable [p.18]	As directed by CID staff
Participant Attendance Report [p.19]	10 <sup>th</sup> day after the end of each month
Referral Tracking Reports [p.19]	As specified by CID policy
Corrective Action Plans, as applicable [p.20]	As directed by OCCS staff
Invoices [p.20]	5 <sup>th</sup> and 20 <sup>th</sup> of each month
Master salary spreadsheet [p.20]	August 18, 2020
Program Reports [p.21]	As specified by CID policy and directed by CID staff





# ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

## Performance Report

Quarter 1

July 1, 2020 through September 30, 2020

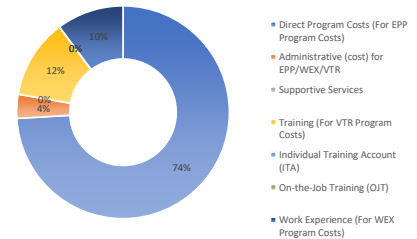
Status:	Closed
Service Provider:	OCAPICA
Contract Obligation: \$	4,456,304.00
Contract Number:	19-28-0065-SP
Contract Period:	07/01/2019 - 09/30/2020

Program Name:	WKS WELFARE -TO-WORK PROGRAM
Funding Stream:	nty Social Services Agency-CALWORKS
Leverage Budget: \$	-
Total YTD Leverage:	0
% of Total Leverage:	0

### Fiscal Activities

Cost Category	Budget	YTD Expenditures	Balance	% Utilized
Direct Program Costs (For EPP Program Costs)	\$ 3,591,936.00	\$ 1,816,457.59	\$ 1,775,478.41	51%
Administrative (cost) for EPP/WEX/VTR	\$ 90,338.00	\$ 89,259.60	\$ 1,078.40	99%
Supportive Services	\$ -	\$ -	\$ -	#DIV/0!
Training (For VTR Program Costs)	\$ 401,462.00	\$ 296,522.70	\$ 104,939.30	74%
Individual Training Account (ITA)	\$ -	\$ -	\$ -	#DIV/0!
On-the-Job Training (OJT)	\$ -	\$ -	\$ -	#DIV/0!
Work Experience (For WEX Program Costs)	\$ 372,568.00	\$ 249,727.03	\$ 122,840.97	67%
<b>TOTAL</b>	<b>\$ 4,456,304.00</b>	<b>\$ 2,451,966.92</b>	<b>\$ 2,004,337.08</b>	<b>55%</b>

### YTD Expenditures



### Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q1 for July-September	YTD	% of Performance
New Enrollments/Assignment-EPP/VTR (performance goals for EPP/WEX/VTR were based on Assignment Percentage-80%, Completion Percentage-70%, and Employment Percentage-60% for each program)	80% (for EPP Assignment) 80% (for VTR Assignment)	74.1% (EPP) 37.5% (VTR)	90.4% (EPP) 100.0% (VTR)	#VALUE!
Carry Forward / Follow-Up				#DIV/0!
Target Population				#DIV/0!
Employment Placements (VTR)	60% (VTR)	9.1% (VTR)	39.1% (VTR)	#VALUE!
Median Earnings of Participant Employment Placements				#DIV/0!
Youth Education, Military, Apprenticeship, or Trade Placements				#DIV/0!
Attainment of Degree/Certificate				#DIV/0!
Literacy/Numeracy Gain (in program skills gain)				#DIV/0!
Retention with the Same Employer				#DIV/0!
Completion of Soft Skills/VPSA training				#DIV/0!
Co-enrollment into WIOA services				#DIV/0!
Staff/providers trained on serving individuals with disabilities				#DIV/0!
Work Experience	80% (for WEX Assignment) 60% (for WEX Employment)	0% (WEX Assignment) 0% (WEX Employment)	94.1% (WEX Assignment) 61.5% (WEX Employment)	#VALUE!
Program Exit	70% (for EPP Completion) 70% (for WEX Completion) 70% (for VTR Completion)	74.2% (EPP) 80.0% (VTR) 100.0% (WEX)	68.6% (EPP) 78.6% (VTR) 86.7% (WEX)	#VALUE!

### Program Participation

Trainings	# of Participants
<b>Participated in their first class/workshop/training:</b>	
Within 1 week of program enrollment	
Between 2 and 4 weeks of program enrollment	
Between 1 and 2 months of program enrollment	
More than 2 months since program enrollment	
Not yet engaged in a service	
<b>Training (Please specify type of training completed):</b>	
ITA'S	
OJT	
Vocational Training	23

## Grants Update

Grant Name	Funder	Fiscal Agent	Description	OCDB Role	Targeted Customer(s)	Total Grant	Begin Date	End Date	Match	Subrecipient(s)
Grants Awarded										
COVID-19 Employment Recovery NDWG	Employment Development Department	County of Orange	OCWDB-CID will utilize this grant opportunity to develop reemployment strategies with a focus on OJT opportunities. Our goal is to work with companies to identify and hire dislocated workers in in-demand industries. We will offer companies financial incentive for hiring and training in the form of OJT's, that will range from 50% to 75% based on barriers to employment. We plan to work with employers to create customized training that identifies transferable skills and reskilling of dislocated workers so that companies may benefit from hiring them.	Administrator / One-Stop Center System	Dislocated Workers	\$ 800,000	08/01/20	03/31/22	0%	N/A
Summer Training & Employment Program for Students (STEPS)	Foundation for CA Community Colleges/ CA Department of Rehabilitation	County of Orange	Funding will be used to serve students with disabilities (SWDs) ages 16-21 by working in cooperation with the Department of Rehabilitation (DOR) to provide workforce services to SWDs, specifically training and paid work experience. Students are coenrolled into the WIOA Youth program.	Administrator / One-Stop Center System	Students with disabilities (SWDs) ages 16-21	\$ 250,000	06/28/20	04/30/21	0%	Goodwill of Orange County
COVID Funds for Supportive Services	Employment Development Department	County of Orange	These emergency funds will be used to provide supportive services to underserved populations, particularly participants in the English Language Learners (ELL) and ELL Navigator programs. The additional assistance funds will provide up to \$800 per person for basic needs such as childcare, housing and utility assistance, and transportation costs.	Administrator / One-Stop Center System	One-Stop Center customers and members of the public impacted by COVID-19	\$ 900,000	06/01/20	12/01/20	0%	N/A
AB1111	California Workforce Development Board	County of Orange	The Breaking Barriers to Employment Initiative is intended to supplement existing workforce and education programs by providing services to ensure the success of individuals either preparing to enter or already enrolled in workforce and education programs.	Administrator / One-Stop Center System	Adults and Youth with Disabilities	\$ 500,000	05/21/20	3/31/22	100%	Goodwill of Orange County
Orange County's Regional Implementation/ Slingshot 3.0	CA Workforce Development Board/EDD	County of Orange	Further the objectives of the State Plan, accomplish the regional plan implementation activities, and attain indicators of regional coordination by developing regional leadership, organizing regional industry leaders, building community partnerships, and promoting workforce, education and economic development services and partners through outreach and by conducting a community scan of businesses and sectors that are on track to provide job readiness opportunities and high-road employment placement in industries that promote sustainability, human capital, resources and retention.	Administrator / Regional Planning Lead	Local Businesses/Industry Leaders	\$ 325,000	04/01/20	3/31/2022 (contract extended at no cost)	0%	Regional Organizer/ Santa Ana WDB

Emergency Assistance Layoff Aversion Funding	Employment Development Department	County of Orange	These emergency funds will be used to provide small businesses with funding to help reduce the impact of COVID-19 and provide layoff aversion assistance.	Administrator	Small Business Owners	\$ 700,000	04/01/20	03/31/21	0%	N/A
Prison to Employment Initiative (P2E)	CA Workforce Development Board/EDD	Santa Ana WDB	Collaborative development of regional partnerships and plans to serve the formerly incarcerated and other justice involved.	Regional Partner	Formerly incarcerated and other justice involved individuals	\$ 4,400,000	05/01/19	2021	0%	N/A
Regional Training & Regional Organizer	CA Workforce Development Board/EDD	County of Orange	The Regional Organizer (RO) supports ongoing efforts to enhance regional workforce leadership collaboration and implement the Regional Plans by building on the efforts of the SlingShot Coalitions that are operational in California. Regional Training Coordinators (RTC) and training funds support continued professional development and capacity building efforts for staff and partners in the region.	Administrator / Regional Planning Lead	Orange County Regional Planning Unit – Regional Workforce System	\$ 161,600	04/01/19	3/31/2021 (contract extended at no cost)	0%	Santa Ana WDB/ Anaheim WDB
<b>TOTAL</b>						<b>\$ 8,036,600</b>				

Grant Name	Funder	Fiscal Agent	Description	OCDB Role	Targeted Customer(s)	Total Grant	Begin Date	End Date	Match	Subrecipient(s)
Grants Pending										
VEAP 20-21	EDD	County of Orange	Efforts will be focused on outreach, recruitment, and providing initial assessment and immediate support services to veterans in Orange County.	Administrator / One-Stop Center System	Veterans with significant barriers to employment	\$ 500,000	04/01/21	03/31/23	\$1,019,200 (40% required)	N/A
Orange County's Regional Implementation/Slingshot 4.0	CA Workforce Development Board/EDD	County of Orange/OCWDB	Efforts will be focused on developing a Post COVID-19 Economic Development Strategy that includes regional and sub-regional workforce and economic development strategies that support equitable recovery efforts and an equitable regional economy; and providing capacity building and training and development opportunities that support RPU staff, providers, and regional partners, to be conducted during the regional collaborative partner meetings.	Administrator / Regional Planning Lead	N/A	\$ 500,000	04/01/21	09/30/22	0%	Regional Organizer
EDA Seattle FY 2016–FY 2019 Planning Program and Local Technical Assistance Program-Orange County's Post COVID-19 CEDS	Department of Commerce	County of Orange	Develop a Post COVID-19 Economic Impact Study, and a Post COVID-19 CEDS. These tools will allow Orange County to leverage the force of public opinion, private sector, government and philanthropy to collectively create higher quality jobs, wealth creation opportunities, and more inclusive economic growth. The proposed EDA investment will support an economic impact analysis and partnership planning to enable Orange County to facilitate placement of the region's Comprehensive Economic Development Strategy (CEDS).	Administrator	N/A	\$ 66,030	01/01/21	12/31/21	50%	N/A