



A G E N D A

Orange County Workforce Development Board One-Stop Oversight Committee Meeting

May 13, 2021

1:00 P.M.

<https://cid.occommunityservices.org/oc-workforce-development-board>

***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/93402246146>

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 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. PROGRAM GRIEVANCE AND COMPLAINT POLICY
Recommendation: Approve the Program Grievance and Complaint Policy for submission to the Executive Committee & OC Workforce Development Full Board for review and final approval.
6. OC WORKFORCE DEVELOPMENT BOARD SUB-COMMITTEE NON-VOTING MEMBER GUIDELINES
Recommendation: Approve the OC Workforce Development Board Sub-Committee Non-Voting Member Guidelines for submission to the Executive Committee & OC Workforce Development Full Board for review and final approval

INFORMATION ITEM(S):

7. PROGRAM PERFORMANCE
 - A. AMERICA WORKS/ONE-STOP OPERATOR QUARTER 3 PERFORMANCE REPORT
 - B. MANAGED CAREER SOLUTIONS/TITLE I CAREER SERVICES QUARTER 3 PERFORMANCE REPORT
 - C. GOODWILL OF ORANGE COUNTY/AB1111 QUARTER 3 PERFORMANCE REPORT
8. PROGRAM YEAR 2021-22 CONTRACTS
 - A. AMERICA WORKS
 - B. MANAGED CAREER SOLUTIONS
9. ONE-STOP SURVEYS
 - A. ONE-STOP SYSTEM PARTNERS SURVEY
 - B. ONE-STOP PARTICIPANT SURVEY
10. OCWDB / CID STAFF WIOA ONE-STOP UPDATE(S)
 - A. NEEDS RELATED SUPPORT SERVICES
 - B. 211 OC
 - C. VETERANS EMPLOYMENT RELATED ASSISTANCE PROGRAM (VEAP)
 - D. ON-THE-JOB TRAINING
 - E. REGIONAL 4.0
 - F. JOB FAIR REPORT
 - G. LOCATION(S)

- i. SOUTH COUNTY ONE-STOP
 - ii. THEO LACY
 - iii. GARDEN GROVE ONE-STOP
 - iv. ONE-STOP MOBILE UNIT
 - v. Los Alamitos
- H. WIOA LOCAL MANDATES AND TIMELINE
 - I. BUSINESS & ECONOMIC RECOVERY CALL CENTER
 - J. GRANT MATRIX

DICSUSSION ITEM(S):

11. OPEN DISCUSSION

At this time, members of this Subcommittee may comment on agenda or non-agenda matters provided that NO action may be taken on off-agenda items unless authorized by law.

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.



DYLAN WRIGHT
DIRECTOR
OC COMMUNITY RESOURCES

CYMANTHA ATKINSON
ASSISTANT DIRECTOR
OC COMMUNITY RESOURCES

JULIE LYONS
DIRECTOR
ADMINISTRATIVE SERVICES

ANDI BERNARD
DIRECTOR
OC ANIMAL CARE

JULIA BIDWELL
DIRECTOR
OC HOUSING & COMMUNITY
DEVELOPMENT

RENEE RAMIREZ
DIRECTOR
OC COMMUNITY SERVICES

STACY BLACKWOOD
DIRECTOR
OC PARKS

JULIE QUILLMAN
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

OC Community Resources

[Date]

To: WIOA Subrecipients of the Orange County
Workforce Development Area

From: Carma Lacy
Director of Workforce Development

Subject: Program Grievance and Complaint Policy
Information Notice No. 21-OCWDB-XX
Supersedes Information Notice No. 18-OCDB-04

PURPOSE

To provide guidance on grievance and complaint procedures for complaints alleging noncriminal violations of the requirements of the Workforce Innovation and Opportunity Act (WIOA) in the operation of local WIOA programs and activities.

REFERENCES

- WIOA (Public Law 113-128) Section 181(c)
- Title 20 Code of Federal Regulations (CFR) Sections 683.600 and 683.610
- Title 29 CFR Section 38.9
- Title 22 California Code of Regulations (CCR), Sections 5050 – 5070
- EDD WSD18-05 *WIOA Grievance and Complaint Resolution Procedures* (September 4, 2018)

EFFECTIVE DATE

This policy is effective immediately upon issuance.

BACKGROUND

Under WIOA Section 181(c), each Local Workforce Development Area (Orange County Workforce Development Board (OCWDB) in Orange County) and direct recipient of WIOA Title I funding is required to establish and maintain procedures for participants and other interested parties to file grievances and complaints alleging violations of program requirements.

Guidance is to include the receipt, hearing, resolution, and appeals process of grievances and complaints at the local level. These procedures apply only to programmatic complaints alleging violations of WIOA Title I requirements in the operation/administration of WIOA programs and activities or of a decision resulting from a violation of the One-Stop Center Code of Conduct Policy.



COMMUNITY INVESTMENT DIVISION
1300 SOUTH GRAND
BLDG. B, FIRST FLOOR
SANTA ANA, CA 92705
PHONE: 714.480.6500
FAX: 714.567-7132

For information on complaints alleging discrimination under WIOA Section 188 and/or Title 29 CFR Part 38, see OCWDB Nondiscrimination and Equal Opportunity Policy. For information on complaints alleging criminal fraud, waste, abuse, or other criminal activity, see OCWDB Incident Reporting Policy.

Definitions

AJCC – America’s Job Center of California

Complainant – Any participant or other interested or personally affected party alleging a noncriminal violation of WIOA Title I requirements.

Complaint file – A file that is maintained in a central location within each office, which includes a copy of each complaint filed along with pertinent documentation.

Compliance Review Office – The organization within the EDD that oversees the administrative resolution of WIOA programmatic complaints.

Days – Consecutive calendar days, including weekends and holidays.

Grievance or complaint – A written expression by a party alleging a violation of WIOA Title I, regulations promulgated under WIOA, recipient grants, subgrants, or other specific agreements under WIOA.

Hearing Officer – An impartial person or group of persons that shall preside at a hearing on a grievance or complaint.

Participant – An individual who has been determined to be eligible to participate in and who is receiving services under a program authorized under WIOA.

Participant case file – Either a hard copy or an electronic file.

Recipient – An entity to which a WIOA grant is awarded directly from the U.S. Department of Labor (DOL) to carry out a program under WIOA Title I.

Policy and Procedures

General Principles and Requirements

1. Grievances or complaints must be filed within one (1) year of the alleged violation.
2. All grievances, complaints, amendments, and withdrawals must be in writing.
3. All persons filing grievances or complaints shall be free from restraint, coercion, reprisal, and discrimination.
4. Service Providers must make reasonable efforts to ensure the grievance and complaint policy and corresponding information is provided to each participant and will be understood by affected participants and individuals, including youth and individuals with limited English proficiency. These efforts must comply with the language requirements of Title 29 CFR Section 38.9.
5. Complainants have the right to be represented, at their own expense, by a person(s) of their choosing.

6. Any participant or other interested party adversely affected by a decision or action by the local workforce system, including decisions by AJCC partners and Service Providers, has the right to file a grievance or complaint.

Notice to Affected Parties

Service Providers must ensure that WIOA participants receive initial and continuing notice of the local grievance and complaint procedures and instructions on how to file a complaint. The information must be:

1. Posted in a public location and be made available to any interested parties and members of the public.
2. Provided in writing to each participant. If a participant is unable to read, the Service Provider must either read it aloud to the participant or provide a recording of the policy. A copy of a written description of the local grievance and complaint procedure shall include:
 - Notification that the participant has the right to file a grievance or complaint at any time within one (1) year of the alleged violation;
 - Instructions and timeline for filing a grievance or complaint; and
 - Notification that the participant has the right to receive technical assistance. Such technical assistance includes providing instructions on how to file a grievance or complaint, providing relevant copies of documents such as the WIOA regulations, local rules, contracts, etc., and providing clarification and interpretation of relevant provisions.

The Summary of Rights and Program Grievance and Complaint Form (Attachment I) shall be used by all Service Providers and shall be provided in appropriate formats to individuals with visual impairments. Reasonable efforts must be made to assure that the form contents are understood by participants, including those who are limited English-speaking.

Where a hard copy case file is maintained, staff must include a signed copy of the Summary of Rights and Program Grievance and Complaint Form in each participant's case file. Where an electronic case file is maintained, Service Provider staff must either: (1) enter into CalJOBS a case note indicating that this notification did occur, the date of the notification, and the name of the staff person who provided it, or (2) scan a signed copy of the Summary of Rights and Program Grievance and Complaint Form and upload it to the participant's CalJOBS case file.

Form and Filing of Grievance or Complaint

The official filing date of the grievance or complaint is the date the written grievance or complaint is received by the Service Provider or OCWDB. The filing of the grievance or complaint with either the Services Provider or OCWDB shall be considered as a request for a hearing, and a written decision regarding the grievance or complaint must be issued within 60 days of it being filed.

The grievance or complaint must be in writing, signed, and dated. For resolution purposes, the complaint must include:

1. Full name, telephone number, and mailing address of the complainant;
2. Full name, telephone number, and mailing address of the agency involved (respondent);
3. A clear and concise statement of the facts and dates describing the alleged violation;
4. The provisions of the WIOA, or the regulations, grant, or other agreements under the WIOA believed to have been violated;

5. Grievances or complaints against individuals, including staff or participants, shall indicate how those individuals did not comply with the WIOA law, regulation, or contract; and
6. The remedy sought by the complainant.

The absence of any of the requested information shall not be a basis for dismissing the grievance or complaint. Assistance in compiling the required information is available through the Service Provider or OCWDB Equal Opportunity (EO) Officer.

A grievance or complaint may be amended to correct technical deficiencies at any time up to the start of the hearing. Grievances or complaints may not be amended to add new issues unless the complainant withdraws and resubmits the complaint. However, the one-year time period in which a grievance or complaint may be filed is not extended for grievances or complaints refiled with amendments. Grievances or complaints may be withdrawn at any time prior to the issuance of the hearing officer's decision.

Informal Hearing

Service Providers are to use informal conferences to attempt to achieve a resolution for each complaint. Good faith efforts must be made to resolve all grievances or complaints prior to the scheduled formal hearing. Failure on the part of either party in the grievance or complaint to exert good faith efforts shall not constitute a basis for dismissing a grievance or complaint, nor shall this be considered to be a part of the facts to be judged in the resolution process.

1. A designated Service Provider staff member will meet with the complainant to resolve the problem within ten (10) days of receiving the complaint or grievance. If the issue is not resolved at this level, the Service Provider's designated manager will review the case and its facts, prior to meeting with the complainant, so that an appropriate resolution can occur.
2. A meeting with the complainant should take place; however, failure to do so should not preclude the complainant's right to request a hearing on the subject.
3. If there is a mutually satisfactory resolution to which all parties agree, the manager will write a brief report for the file stating the issues and resolution. The matter will be considered closed.

When the complaint has been resolved through the informal resolution process, the provider shall attempt to contact the complainant and have him or her provide a written withdrawal of the complaint within five (5) days of the receipt of the notice of resolution or impasse where a complainant decides not to proceed to the local hearing. The Service Provider shall maintain copies of correspondence in the complainant's file.

Should a complaint not be resolved during the Informal Hearing stage, the Service Provider must refer the complaint within two (2) days to the OCWDB EO Officer for a Formal Hearing. The Service Provider must ensure that every grievance or complaint not resolved informally or not withdrawn is given a formal hearing, regardless of the apparent merit or lack of merit of the grievance or complaint.

Notice of Formal Hearing

Hearings shall be conducted within 30 days of the filing of a grievance or complaint. The complainant and the respondent shall be notified in writing by OCWDB EO Officer of the hearing ten (10) days prior to the date of the scheduled date. The 10-day notice may be

shortened with the written consent of both parties. The hearing notice shall be in writing and contain the following information:

- The date of the notice, name of the complainant, and the name of the party against whom the grievance or complaint is filed.
- The date, time, and place of the hearing before an impartial hearing officer.
- A statement of the alleged violations. These statements must accurately reflect the content of the grievance or complaint as submitted by the complainant. However, clarifying notes may be added to ensure that the grievance or complaint is addressed accurately.
- The name, address, and telephone number of the OCWDB EO Officer issuing the notice.
- Advice as to where further information or assistance may be obtained.

Hearing Process

An impartial hearing officer shall conduct the hearing. According to EDD WSD18-05, members of the Local Workforce Development Board and the local Chief Elected Official(s) are considered interested parties and cannot legally conduct an impartial hearing. To fulfill this condition, OCWDB shall solicit assistance from Riverside County Workforce Development Board staff to conduct the hearing and serve as the hearing officer. If the Riverside County staff are not available, County of Orange OC Community Resources grievance officers may be utilized.

The hearing will be conducted in an informal manner with strict rules of evidence not being applicable.

1. Both parties will have the right to present written and/or oral testimony and arguments; the right to call and question witnesses in support of their position; the right to examine records and documents relevant to the issues; and the right to be represented.
2. The hearing will be recorded electronically or by a court reporter.
3. Full regard must be given to the requirements of due process to ensure a fair and impartial hearing.
4. The hearing officer will ensure that everyone involved understands the proceedings.
5. The hearing officer will summarize the issues brought forth and the manner in which the hearing will be conducted.
6. The burden of proof is to be reasonable and will depend upon circumstances of the case involved. Generally, the party making the complaint is obligated to establish the party's case, and the party's information should be given first to explain the basis of their complaint.
7. If the parties involved or their representatives do not know how to ask the right or pertinent questions, the hearing officer must step in to elicit all material and relevant facts.

Decision

The hearing officer shall provide a written decision to OCWDB following the formal hearing. Not later than sixty (60) days after the filing of the grievance or complaint, OCWDB EO Officer shall mail the written decision to both parties by first class mail. The hearing officer's decision shall contain the following information:

1. The names of the parties involved;
2. A statement of the alleged violation(s) and issues;
3. A statement of the facts;

4. The hearing officer's decision and the reasons for the decision; and
5. A statement of corrective action or remedies for violations, if any, to be taken.

OCWDB-Level Informal Resolution and Hearing Procedures

A complainant may file a grievance or complaint directly with the OCWDB. All complaints shall be filed in writing with the EO Officer of the OCWDB:

Equal Opportunity Officer
 Orange County Workforce Development Board
 Orange County Community Services
 1300 S. Grand Ave., Bldg. B, Second Floor
 Santa Ana, CA 92705

Requests for an OCWDB hearing shall include the same elements listed in the "Form and Filing of Grievance or Complaint" section of this policy:

1. Full name, telephone number, and mailing address of the complainant;
2. Full name, telephone number, and mailing address of the respondent (agency involved);
3. A clear and concise statement of the facts and dates describing the alleged violation;
4. The provisions of the WIOA or the regulations, grant, or other agreements under the WIOA believed to have been violated;
5. Grievances or complaints against individuals, including staff or participants, shall indicate how those individuals did not comply with the WIOA law, regulation, or contract; and
6. The remedy sought by the complainant.

Upon receipt, the OCWDB EO Officer shall review the grievance or complaint and provide an opportunity for an informal resolution. The OCWDB EO Officer shall notify the complainant and, if applicable, the respondent and attempt to resolve the grievance or complaint informally. If the grievance is not resolved during the informal hearing, the complaint will be referred to the appointed hearing officer for a formal hearing.

Appeal

If a complainant does not receive a decision from the OCWDB within sixty (60) days of the filing of the grievance or complaint, receives an adverse decision, or allegedly experiences restraint, coercion, or reprisal as a result of filing the complaint, the complainant then has the right to file an appeal with EDD.

1. Adverse Decision - Request for an EDD review or appeal shall be filed or postmarked (if mailed) within ten (10) days from the date on which the complainant received an adverse decision from OCWDB.
2. No OCWDB Decision - The grievance/complaint shall be filed with EDD within fifteen (15) days in which a complainant should have received a decision from OCWDB.
3. Retaliation – The grievance/complaint may be filed with EDD within fifteen (15) days from the date on which an instance of restraint, coercion, or reprisal was alleged to have occurred as a result of filing the complaint.

The appeal or request for EDD review must be in writing, signed, and dated by the complainant and include the following information:

1. The full name, telephone number, and mailing address of the complainant;
2. The full name, telephone number, and mailing address of OCWDB;
3. A statement of the basis of the request or appeal; and

4. Copies of relevant documents, such as the complaint filed with OCWDB and the local decision, if any.

The complainant may request a State hearing by submitting a written notice of appeal to:
 Chief, Compliance Review Office,
 MIC 22-M
 Employment Development Department
 P.O. Box 826880
 Sacramento, CA 94280-0001

Once a complaint or grievance reaches the state level, procedures detailed in EDD WSD18-05 WIOA Grievance and Complaint Resolution Procedures will apply.

Complaint Log

Each Service Provider shall maintain an annual (calendar year) complaint log (Attachment II) to record receipt of a written complaint by the complainant or complainant's representative. Logs must be available for review at the request of OCWDB, federal, state, or local monitoring staff.

Service Providers are required to submit logs by **January 30th** annually to the EO Officer and the respective OCWDB Program Manager/Administrator. If no complaint was filed for the calendar year, the Service Provider will note 'None to report' for the calendar year.

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.

ATTACHMENTS

Attachment I: Summary of Rights and Program Grievance and Complaint Procedures Form and Flow Chart

Attachment II: Orange County Workforce Development Board Complaint Log



Attachment I Program Grievance and Complaint Procedures & Flowchart

RIGHTS

You have the right to file a grievance/complaint if you feel you have a grievance/complaint relating to your employment and/or training program or services, policies and procedures, grants, or regulations and other agreements under the WIOA. You will not be punished in any way for filing a grievance/complaint.

FILING A GRIEVANCE/COMPLAINT

You must file a **written** grievance/complaint **within one (1) year** of the incident. If requested, **Insert Agency Name** will provide you with the necessary information and assistance to complete the grievance/complaint. Your written grievance/complaint must be signed, dated, and include, at a minimum, the following:

- (1) Your full name and address;
- (2) The full name and address of the agency or party you are complaining against;
- (3) A clear statement of the facts, including dates;
- (4) The provisions of the WIOA, the WIOA regulations, grant, or other agreements under the WIOA, believed to have been violated;
- (5) Grievances or complaints against individuals, including staff or participants, shall indicate how those individuals did not comply with the WIOA law, regulation, or contract; and
- (6) The remedy sought by the grievance/complaint.

Your written grievance/complaint must be mailed to: **Insert Agency EO Officer's Name/Agency/Address**

HEARING PROCESS

Within **ten (10) days** of filing the grievance/complaint, an informal conference may be held to resolve the matter. If you feel that your complaint/grievance is not resolved during the informal conference, you may request a formal hearing. A hearing with an impartial hearing officer will be provided within **thirty (30) days** of filing your grievance/complaint. You will be notified by the Orange County Workforce Development Board (OCWDB), in writing, **ten (10) days** before the date of the hearing. If a resolution is reached during the informal hearing, you are expected to submit a written withdrawal of the complaint within **five (5) days**.

You may also file your grievance/complaint directly with OCWDB by submitting your written documentation to OCWDB's EO Officer at: Orange County Workforce Development Board/EO Officer, OC Community Services/Community Investment Division, 1300 S. Grand Avenue, Bldg. B, Santa Ana, CA 92705.

DECISION

If you do not receive a decision from OCWDB **within sixty (60) days** after filing your grievance/complaint, you may proceed to file your grievance/complaint with the California Employment Development Department (EDD) within **fifteen (15) days** of the 60-day deadline (or **seventy-five (75) days** from the day on which your initial complaint was filed). If you receive an adverse decision from OCWDB, you may file an appeal with EDD within **ten (10) days** of the date on which you received OCWDB's determination.

Submit a written notice to: Chief, Compliance Review Office, MIC 22-M, Employment Development Department, P.O. Box 826880, Sacramento, CA 94280-0001.

I understand these procedures as explained by Staff. A full copy of these procedures is available to me upon request.

Participant Signature

Date

Parent/Guardian Signature (if minor)

Date

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. Request for services, aids, and/or alternative formats need to be made by calling: TDD **Insert Agency TDD #** or TTY users 711.

Procedure Flowchart

Day 1	
Grievance/Complaint Submission	Complainant
By Day 10	
Conduct Informal Hearing	Service Provider/OCWDB
2 Days Later/By Day 12	
Inform OCWDB for need of formal hearing	Service Provider
Days 12-20	
Schedule formal hearing Inform complainant of hearing date (must be done 10 days prior to scheduled hearing)	OCWDB/Hearing Officer
By Day 30	
Conduct Formal Hearing	Hearing Officer
Days 30-55	
Prepare decision and submit to OCWDB	Hearing Officer
By Day 60	
Written decision must be received by complainant	OCWDB

No Decision/Appeal Timeline
<p>Complainant may appeal to State EDD after the 60- day timeframe.</p> <p>Within 10 days - Adverse decision from OCWDB</p> <p>Within 15 days – No decision received from OCWDB</p>



Attachment II Annual Complaint Log



Service Provider:

Calendar Year:

None to report

Date of Complaint	Name of Complainant	Address of Complainant	Email Address of Complainant	Status of Complaint	Date of the Alleged Incident	Grounds of Complaint	Description of Complaint	Name of Respondent	Is Respondent a Recipient?	Disposition/Outcome	Date of Disposition	ADR* Used?
						<input type="checkbox"/> Program Complaint <input type="checkbox"/> Discrimination			<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
						<input type="checkbox"/> Program Complaint <input type="checkbox"/> Discrimination			<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
						<input type="checkbox"/> Program Complaint <input type="checkbox"/> Discrimination			<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
						<input type="checkbox"/> Program Complaint <input type="checkbox"/> Discrimination			<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
						<input type="checkbox"/> Program Complaint <input type="checkbox"/> Discrimination			<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
						<input type="checkbox"/> Program Complaint <input type="checkbox"/> Discrimination			<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
						<input type="checkbox"/> Program Complaint <input type="checkbox"/> Discrimination			<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
						<input type="checkbox"/> Program Complaint <input type="checkbox"/> Discrimination			<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

*ADR = Alternative Dispute Resolution (Mediation) for EO/Discrimination Complaints



Orange County Workforce Development Board

Non-Elect Member Guidelines

The Orange County Workforce Development Board (OCWDB) committees shall assist the OCWDB and Orange County Board of Supervisors (BOS) in fulfilling its oversight responsibilities related to Workforce Innovation and Opportunity Act (WIOA) 20 CFR § 681.100 through 681.120.

Membership

OCWDB members make up the standing committee membership, however attendance by members from the community and other experts in the field may benefit the committee. As such, non-elected individuals may be invited to participate and serve on an OCWDB standing committee. Non-Elect members shall reflect the needs of the local area and must be appointed based on their experience and expertise. The selection of Non-Elect members shall be in alignment with committee charters. Non-Elect members must be a resident of and registered to vote in the County of Orange. Non-Elect members shall not have voting privileges and are not factored into quorum. The term of each Non-Elect member will be no more than three years and at the will of the committee chair. Each standing committee shall have no more than three Non-Elect members. The youth committee shall appoint a youth (14-24 years old at time of appointment) as a Non-Elect member.

Responsibilities

In accordance with WIOA, Local Workforce Development Boards are encouraged to establish standing committees to provide information and to assist with planning, operations, oversight, and other issues relating to the provision of services. As with OCWDB committee members, non-Elect members are expected to contribute to the discussion and provide feedback and insight to the conservation. Non-Elect members are expected to attend corresponding standing committee and full board meetings and abide by all rules governing OCWDB and its members, as described in the OCWDB Bylaws. Non-Elect members shall be cognizant of their obligation to fulfill the responsibility of the committee and to display high moral conduct with an attitude of open-mindedness and inclusion. Non-Elect members shall not use the position in any manner that reflects negatively on OCWDB or the County of Orange.

Attendance

Non-Elect members will be subject to the same attendance requirements as OCWDB members per the OCWDB Bylaws. A non-Elect member who fails to attend three consecutive meetings in a program year (July – June) will be automatically removed from the committee.

Non-Elect Member Nomination

OCWDB members and staff shall refer individuals for consideration to serve as Non-Elect members. Each individual is to submit a resume and completed OCWDB application to the OCWDB Executive Director. The following steps describe the review and approval process. A meeting may be requested during any of the steps.

1. Review by OCWDB Executive Director;
2. Review and approval by Committee Chair;
3. Review and approval by OCWDB Full Board.

Committee Chair

OCWDB Chair



ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

Performance Report

Quarter 3

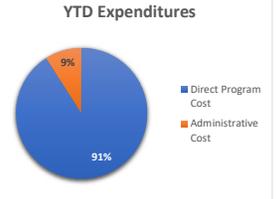
January 1, 2021 through March 31, 2021

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

Program Name:	One-Stop Operator
Funding Stream	IOA Adult & Dislocated Worker Programs
Pay for Performance	\$150,000.00

Fiscal Activities

Cost Category	Budget	Q3		YTD Expenditures	Balance	% Utilized
		Jan '21 - Mar '21				
Direct Program Cost	\$ 1,350,000.00	\$ 325,940.89	\$ 685,959.28	\$ 664,040.72	51%	
Administrative Cost	\$ 150,000.00	\$ 32,594.09	\$ 68,595.93	\$ 81,404.07	46%	
Training	N/A	\$ -	\$ -	\$ -		
TOTAL	\$ 1,500,000.00	\$ 358,534.98	\$ 754,555.21	\$ 745,444.79	50%	



Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q3		% of Performance
		Jan '21 - Mar '21	YTD	
First Time Visitors	N/A	24	116	
Virtual Training	N/A	415	1028	
On-Site Training	N/A	201	220	
Literacy/Numeracy Gain (in progress skills gain)				

Program Participation

Trainings	Q3	YTD
	Jan '21 - Mar '21	
Participated in their first class/workshop/training:	# of Participants	
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		



ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

Performance Report

Quarter 3

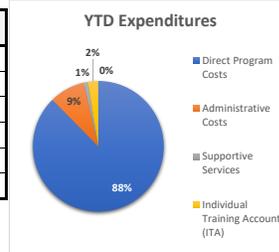
January 1, 2021 through March 31, 2021

Status:	Open
Service Provider:	Managed Career Solutions, SPC.
Contract Obligation:	\$1,200,000.00
Contract Number:	18-28-0062-OS
Contract Period:	07/01/2020 - 06/31/2021

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

Fiscal Activities

Cost Category	Budget	Q3		YTD Expenditures	Balance	% Utilized
		Jan '21 - Mar '21	Jan '21 - Mar '21			
Direct Program Costs	\$ 626,261.00	\$ 134,234.54	\$ 438,729.48	\$ 187,531.52	70%	
Administrative Costs	\$ 120,000.00	\$ 13,423.45	\$ 43,872.84	\$ 76,127.16	37%	
Supportive Services	\$ 24,739.00	\$ 3,598.13	\$ 5,222.14	\$ 19,516.86	21%	
Individual Training Account (ITA)	\$ 239,000.00	\$ 4,827.50	\$ 12,826.50	\$ 226,173.50	5%	
On-the-Job Training (OJT)	\$ 190,000.00	\$ -	\$ -	\$ 190,000.00	0%	
TOTAL	\$ 1,200,000.00	\$ 156,083.62	\$ 500,650.96	\$ 699,349.04	42%	



Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q3		YTD	% of Performance
		Jan '21 - Mar '21	Jan '21 - Mar '21		
New Enrollments	400	76	197	49%	
Carry Forward / Follow-Up	124	25	59	48%	
Target Population	472	195	537	114%	
Employment Placements	411	1	21	5%	
Median Earnings of Participant Employment Placements	\$6,600.00	\$6,592.07	TBD	100%	
Attainment of Degree/Certificate	335	3	11	3%	
Literacy/Numeracy Gain (in program skills gain)	419	5	56	13%	
Retention with the Same Employer	314	7	7	2%	
Co-enrollment into WIOA services	N/A	34	98		
Staff/providers trained on serving individuals with disabilities	N/A				
Program Exit	411	10	59	14%	

Program Participation

Trainings	# of Participants	
	Q3 Jan '21 - Mar '21	YTD
Participated in their first class/workshop/training:		
Within 1 week of program enrollment	19	39
Between 2 and 4 weeks of program enrollment	28	72
Between 1 and 2 months of program enrollment	2	44
More than 2 months since program enrollment	0	6
Not yet engaged in a service	30	35
TOTAL	79	196
ITA'S	1	6
OJT	1	1



ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

Performance Report

Quarter 3

January 1, 2021 through March 31, 2021

Status:	Open
Service Provider:	Managed Career Solutions, SPC.
Contract Obligation:	\$1,200,000.00
Contract Number:	18-28-0062-OS
Contract Period:	07/01/2020 - 06/31/2021

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

Fiscal Activities

Cost Category	Budget	Q3		YTD Expenditures	Balance	% Utilized
		Jan '21 - Mar '21	Jan '21 - Mar '21			
Direct Program Costs	\$ 676,141.86	\$ 103,269.91	\$ 258,039.59	\$ 418,102.27	38%	
Administrative Costs	\$ 120,000.00	\$ 10,326.99	\$ 25,803.97	\$ 94,196.03	22%	
Supportive Services	\$ 28,858.14	\$ 2,512.58	\$ 2,727.19	\$ 26,130.95	9%	
Individual Training Account (ITA)	\$ 210,000.00	\$ 10,125.00	\$ 10,125.00	\$ 199,875.00	5%	
On-the-Job Training (OJT)	\$ 165,000.00	\$ -	\$ -	\$ 165,000.00	0%	
TOTAL	\$ 1,200,000.00	\$ 126,234.48	\$ 296,695.75	\$ 903,304.25	25%	

YTD Expenditures



Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q3		YTD	% of Performance
		Jan '21 - Mar '21	Jan '21 - Mar '21		
New Enrollments	400	35	161	40%	
Carry Forward / Follow-Up	126	15	57	45%	
Target Population	473	74	328	69%	
Employment Placements	413	1	11	3%	
Median Earnings of Participant Employment Placements	\$6,600.00	\$10,100.36	TBD	153%	
Attainment of Degree/Certificate	337	6	9	3%	
Literacy/Numeracy Gain (in program skills gain)	421	6	23	5%	
Retention with the Same Employer	316	5	5	2%	
Co-enrollment into WIOA services	N/A	15	40		
Staff/providers trained on serving individuals with disabilities	N/A				
Program Exit	413	7	78	19%	

Program Participation

Trainings	# of Participants	
	Q3 Jan '21 - Mar '21	YTD
Participated in their first class/workshop/training:		
Within 1 week of program enrollment	16	49
Between 2 and 4 weeks of program enrollment	6	37
Between 1 and 2 months of program enrollment	1	23
More than 2 months since program enrollment	2	7
Not yet engaged in a service	13	31
TOTAL	38	147
ITA's	8	15
OJT	2	2



ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

Performance Report

Quarter 3

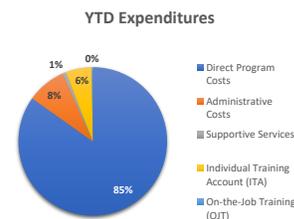
January 1, 2021 through March 31, 2021

Status:	Open
Service Provider:	Managed Career Solutions, SPC.
Contract Obligation:	\$1,300,000.00
Contract Number:	18-28-0062-OS
Contract Period:	07/01/2020 - 06/31/2021

Program Name:	Dislocated Worker Career Services - North
Funding Stream:	WIOA Title I - Adult Career Services
Leverage Budget:	\$390,000.00
Total YTD Leverage:	\$0.00
% of Total Leverage:	

Fiscal Activities

Cost Category	Budget	Q3		YTD Expenditures	Balance	% Utilized
		Jan '21 - Mar '21	YTD			
Direct Program Costs	\$ 681,532.78	\$ 146,062.90	\$ 477,093.30	\$ 204,439.48	70%	
Administrative Costs	\$ 130,000.00	\$ 14,606.29	\$ 47,709.33	\$ 82,290.67	37%	
Supportive Services	\$ 24,467.22	\$ 2,094.28	\$ 4,362.92	\$ 20,104.30	18%	
Individual Training Account (ITA)	\$ 379,000.00	\$ 32,027.50	\$ 32,027.50	\$ 346,972.50	8%	
On-the-Job Training (OJT)	\$ 85,000.00	\$ 1,145.00	\$ 1,145.00	\$ 83,855.00	1%	
TOTAL	\$ 1,300,000.00	\$ 195,935.97	\$ 562,338.05	\$ 737,661.95	43%	



Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q3		YTD	% of Performance
		Jan '21 - Mar '21	YTD		
New Enrollments	600	52	276	46%	
Carry Forward / Follow-Up	199	126	327	164%	
Target Population	N/A	97	488		
Employment Placements	655	26	115	18%	
Median Earnings of Participant Employment Placements	\$8,855.00	\$9,987.12	TBD	113%	
Attainment of Degree/Certificate	563	11	36	6%	
Literacy/Numeracy Gain (in program skills gain)	639	14	33	5%	
Retention with the Same Employer	479	11	11	2%	
Co-enrollment into WIOA services	N/A	164	164		
Staff/providers trained on serving individuals with disabilities	N/A				
Program Exit	655	68	271	41%	

Program Participation

Trainings	# of Participants	
	Q3	
	Jan '21 - Mar '21	YTD
Participated in their first class/workshop/training:		
Within 1 week of program enrollment	24	75
Between 2 and 4 weeks of program enrollment	14	100
Between 1 and 2 months of program enrollment	4	58
More than 2 months since program enrollment	0	23
Not yet engaged in a service	8	17
TOTAL	50	273
ITA's	16	16
OJT	1	1



ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

Performance Report

Quarter 3

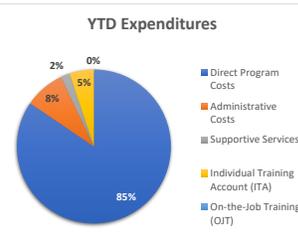
January 1, 2021 through March 31, 2021

Status:	Open
Service Provider:	Managed Career Solutions, SPC.
Contract Obligation:	\$1,300,000.00
Contract Number:	18-28-0062-OS
Contract Period:	07/01/2020 - 06/31/2021

Program Name:	Dislocated Worker Career Services - South
Funding Stream:	WIOA Title I - Adult Career Services
Leverage Budget:	\$390,000.00
Total YTD Leverage:	\$0.00
% of Total Leverage:	

Fiscal Activities

Cost Category	Budget	Q3		YTD Expenditures	Balance	% Utilized
		Jan '21 - Mar '21				
Direct Program Costs	\$ 735,742.93	\$ 111,807.57	\$ 279,450.16	\$ 456,292.77	38%	
Administrative Costs	\$ 130,000.00	\$ 11,180.76	\$ 27,945.02	\$ 102,054.98	21%	
Supportive Services	\$ 28,257.07	\$ 3,611.96	\$ 6,321.33	\$ 21,935.74	22%	
Individual Training Account (ITA)	\$ 350,000.00	\$ 16,975.00	\$ 16,975.00	\$ 333,025.00	5%	
On-the-Job Training (OJT)	\$ 56,000.00	\$ -	\$ -	\$ 56,000.00	0%	
TOTAL	\$ 1,300,000.00	\$ 143,575.29	\$ 330,691.51	\$ 969,308.49	25%	



Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q3		YTD	% of Performance
		Jan '21 - Mar '21			
New Enrollments	600	41	246	41%	
Carry Forward / Follow-Up	153	46	164	107%	
Target Population	N/A	71	324		
Employment Placements	617	2	28	5%	
Median Earnings of Participant Employment Placements	\$8,855.00	\$12,105.98	TBD	137%	
Attainment of Degree/Certificate	531	12	30	6%	
Literacy/Numeracy Gain (in program skills gain)	602	14	27	4%	
Retention with the Same Employer	452	22	22	5%	
Co-enrollment into WIOA services	N/A	131	131		
Staff/providers trained on serving individuals with disabilities	N/A				
Program Exit	617	11	123	20%	

Program Participation

Trainings	# of Participants	
	Q3 Jan '21 - Mar '21	YTD
Participated in their first class/workshop/training:		
Within 1 week of program enrollment	21	59
Between 2 and 4 weeks of program enrollment	11	72
Between 1 and 2 months of program enrollment	1	48
More than 2 months since program enrollment	0	20
Not yet engaged in a service	8	25
TOTAL	41	224
ITA's	13	13
OJT	1	1



ORANGE COUNTY WORKFORCE DEVELOPMENT BOARD

Performance Report

Quarter 3

January 1, 2021 through March 31, 2021

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

Program Name:	AB1111 Breaking Barriers to Employment Initiative
Funding Stream:	CA Workforce Development Board
Leverage Budget:	\$250,000.00
Total YTD Leverage:	\$0.00
% of Total Leverage:	0%

Fiscal Activities

Cost Category	Budget	Q3		YTD Expenditures	Balance	% Utilized
		Jan '21	Mar '21			
Direct Program Costs	\$ 318,872.00	\$ 47,822.29	\$ -	\$ 117,690.93	\$ 201,181.07	37%
Supportive Services	\$ 4,500.00	\$ -	\$ -	\$ -	\$ 4,500.00	0%
Individual Training Account (ITA)	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00	0%
Work Experience	\$ 49,708.00	\$ 616.98	\$ -	\$ 616.98	\$ 49,091.02	1%
TOTAL	\$ 375,080.00	\$ 48,439.27	\$ -	\$ 118,307.91	\$ 256,772.09	32%



Program Activities | Contract Performance Measures

Performance Category	Contracted Goal	Q3 Jan '21 - Mar '21	YTD	% of Performance
New Enrollments	150	9	28	19%
Employment Placements	112	4	4	4%
Completion of Soft Skills/VPSA training	143	4	28	20%
Co-enrollment into WIOA services	120	0	4	3%
Staff/providers trained on serving individuals with disabilities	50	24	60	120%
Work Experience	50	2	2	4%
Program Exit	142.5	1	4	3%

Program Participation

Trainings	# of Participants	
	Q3 Jan '21 - Mar '21	YTD
Participated in their first class/workshop/training:		
Within 1 week of program enrollment	3	6
Between 2 and 4 weeks of program enrollment	6	23
Between 1 and 2 months of program enrollment	0	0
More than 2 months since program enrollment	0	0
Not yet engaged in a service	1	3
TOTAL	10	32
ITA's	N/A	N/A
OJT	N/A	N/A
Vocational Training	N/A	N/A



PROGRAM YEAR 2021-22 AMERICA WORKS CONTRACT

SCOPE OF SERVICES One-Stop Operator Services

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

1. Governance

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

2. Governance References

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

3. Orange County One-Stop System

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

4. Vision for the One-Stop Centers under WIOA

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

I. COORDINATION

A. General Overview

1. The WIOA, Pub. L. 113-128, establishes comprehensive legislation that reforms and modernizes the public workforce system. WIOA reaffirms the role of the public workforce system, and brings together and enhances several key employments, education, and training programs. It ensures that the workforce system operates as a comprehensive, integrated and streamlined system to provide pathways to prosperity for those it serves and continuously improves the quality and performance of its services.
2. In Partnership with the County and the OCDB, the County of Orange Community Investment Division oversees Orange County's workforce development activities and establishes programs in response to the workforce needs of Orange County, including labor market information, employment and training services, and business assistance. Central to the County's ability to provide services is the Orange County One-Stop Career Centers, a proud partner of America's Job Center of California (AJCC) network and young adult employment and training programs located throughout the County. The County designs and implements programs and services for businesses, adult job seekers, dislocated workers and young adults, working in close collaboration with education, business, labor, economic development and other organizations with a stake in preparing workers in Orange County to contribute to the growing economy.
3. The One-Stop Centers and affiliate locations will continue to serve as the service delivery system for programs funded under the WIOA and its partner programs. The Orange County One-Stop System is a collaboration of organizations and agencies that are responsible for the administration of workforce development, educational, social services and other human services programs and funding streams that provide assistance to clients receiving services through the Orange County One-Stop Centers.
4. **Subrecipient shall serve as the One-Stop Operator for the Orange County Development Area as outlined within this Attachment.** 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.

II. SERVICE STANDARDS

A. Hours of Operation and Schedules

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

Hours of Operation (Garden Grove/Virtual)	
Monday, Tuesday, Thursday, & Friday	9:00 a.m. – 6:00 p.m.
Wednesday	9:00 a.m. – 8:00 p.m.
Saturday	9:00 a.m. – 1:00 p.m.
Sunday	Closed

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

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

Hours of Operation - Manchester Office Building (MOB)(Orange)	
Monday, Tuesday, Wednesday, Thursday & Friday	9:00 a.m. – 5:00 p.m.
Saturday & Sunday	Closed

Hours of Operation - Orangewood Foundation (Santa Ana)	
Monday, Tuesday, Wednesday, Thursday & Friday	9:00 a.m. – 7:00 p.m.
Saturday & Sunday	Closed

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

Hours of Operation (Mobile Unit) by appointment only	
Monday, Tuesday, Wednesday, Thursday, & Friday	9:00 a.m. – 6:00 p.m.
Saturday & Sunday	9:00 a.m. – 1:00 p.m.

2. **Holiday Operation Schedules:** Subrecipient shall ensure that arrangements are made to keep full-service delivery available throughout the year. The following County-observed holidays shall be observed:

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 calendar for specific holiday dates.

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

B. AJCC Locations:

1. Orange County Comprehensive One-Stop Centers AJCC

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

2. Orange County Affiliate AJCC

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

WIOA Youth Affiliate AJCC

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

Oranewood Foundation
1575 E. 17th Street
Santa Ana, CA 92705

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-1 at the locations. If the Subrecipient is unable to secure the lease, the Subrecipient must work with the lease holder and/or owner to coordinate sublease management for infrastructure costs.
5. In addition to the providing the services described in the Contract and this Attachment A-1 in person and on-site, Subrecipient shall also make all, or portion of such services available through electronic/virtual means including but not limited to on-line, over the telephone, and through platforms identified by the County of Orange Community Investment Division, all as directed by the County.
6. 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 (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 Fourth Amendment. In the event the County notifies Subrecipient in writing of its intent to change the location for services, within five (5) days after such notice, Subrecipient shall begin working with the County to implement the location change and shall promptly assist the County to prepare an amendment to the Contract memorializing the change

C. One-Stop Operator Services

1. Subrecipient must serve as the Operator for all One-Stop Centers, affiliates, mobile units, and specialized AJCC One-Stop location(s). The County reserves the right to move the location of the One-Stop Center(s), affiliates and specialized AJCC One-Stop location(s) to meet the needs of Orange County.
2. Comprehensive One-Stop Center(s) hours of operation shall be from 9:00 a.m. to 6:00 p.m.; Monday through Friday unless otherwise identified in Section II.A.1., excluding County observed holidays. Each Comprehensive Center shall be open until 8:00 p.m. one evening per week. One manager/supervisor must be on-site at each of the centers on days and hours that the center is open.
3. The County reserves the right to set and modify hours of operation at non-Comprehensive One-Stop Center(s) based on program demands that will most effectively serve the needs of its customers.
4. The Subrecipient must ensure service delivery is available throughout the holiday seasons. Closures are only authorized on County observed holidays.
5. To the extent possible, Subrecipient must coordinate schedules with other partners to leverage staff time and limit overtime hours.
6. Each of the Comprehensive One-Stop Centers currently has a resource area or “resource room” containing computer workstations, equipment, and resources dedicated to the efficient and consistent provision of self-service activities. Customers shall have access to computers,

printers, fax machines, copiers, and phones. There should be no limitations or restrictive use on this equipment as long as it is being used for appropriate job search activities. Additionally, space for workshops and other small group activities is available.

7. The following services are offered:
 - a. Wi-Fi connectivity to the internet;
 - b. Microsoft Office Suite;
 - c. Email capability;
 - d. Local area resource directories;
 - e. Résumé writing and cover letter templates;
 - f. Career exploration resources;
 - g. Career and skill self-assessment tools;
 - h. Career, job, and labor market information;
 - i. Career planning information; and
 - j. Information on job search, interviewing and job retention.

8. Comprehensive One-Stop Center(s) and affiliate locations must offer these opportunities and resources for their customers. Subrecipient must staff the resource room to provide labor market and job information, answer questions, and provide assistance with operating equipment and software in the resource room. Partner staff may, in part, cover the staffing of the resource room. All staff in the resource room must have the ability to provide basic information on all partner programs participating in the Comprehensive One-Stop Centers (including those partners electronically linked and/or physically located outside the Center).

9. The Subrecipient shall meet all requirements regarding Comprehensive One-Stop Centers and affiliate location in compliance with state and federal disability laws and procedures for ensuring universally accessible physical and program environments for all customers.

10. The Subrecipient's staff is required to attend training in program access for customers with disabilities and access to employment programs and services for the disabled. Special equipment shall be available for those customers who are hearing and seeing impaired. Auxiliary aids and services, including a TTY phone line, shall be available upon request to individuals with disabilities. The physical layout of the room must meet ADA requirements. Periodic evaluation of the resource area should be conducted to ensure that the ability to provide efficient services is not compromised due to the volume of customers
<https://www.ada.gov/pubs/adastatute08.pdf>

11. The Subrecipient will cooperate with the County in the 180-day transition process. This may include, but is not limited to, the preparation of a transition plan and cooperation with the County or other providers impacted in the transition. The transition includes the transfer of all records, and other data in the possession, custody or control of Subrecipient required to be provided to the County either by the terms of the resulting contract or as a matter of law.

D. Declared Emergency Requirements

In the event of a declared emergency by the County, State or Federal government, this Contract may be subjected to unusual requirements in support of the declared emergency. The Subrecipient shall service the County during such declared emergency under the same terms and conditions that

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

III. PROGRAM SERVICE EXPECTATIONS

A. Subrecipient's Role

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

B. Responsibilities

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

regularly scheduled partner meetings. Meetings with staff from co-located partners shall occur on a quarterly basis. The outcomes of the stakeholder meetings shall be reported in the appropriate monthly report.

C. Site Operations and Functional Management

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

what services are available.

- n. Provide daily oversight of the One-Stop Infrastructures. Section 121(b)(1)(B) of WIOA and 20 CFR 678.400 require the following programs to be One-Stop partners:
- WIOA Title I Programs: Adult, Dislocated Worker, and Youth formula programs; Job Corps; Youth Build; Native American programs; National Farmworker Jobs Program (NFJP);
 - Wagner-Peyser Act Employment Service program authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by WIOA Title III;
 - Adult Education and Family Literacy Act (AEFLA) program authorized under Title II of WIOA;
 - Vocational Rehabilitation (VR) program authorized under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), as amended by WIOA Title IV;
 - Senior Community Service Employment Program authorized under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.);
 - Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.);
 - Trade Adjustment Assistance activities authorized under Chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.);
 - Jobs for Veterans State Grants programs authorized under Chapter 41 of Title 38, U.S.C.;
 - Employment and training activities carried out under the Community Services Block Grant (42 U.S.C. 9901 et seq.);
 - Employment and training activities carried out by the Department of Housing and Urban Development;
 - Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law);
 - Programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532); Reentry Employment Opportunities (REO) programs (formally known as Reintegration of Ex-Offenders Program authorized under sec. 22 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169.
 - Temporary Assistance for Needy Families (TANF) authorized under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.) unless exempted by the Governor under § 678.405(b).
2. With the exception of Native American programs established under WIOA sec. 166, all One-Stop partner programs including all programs that are funded under Title I of WIOA are required to contribute to the infrastructure costs and certain additional costs of the One-Stop delivery system in proportion to their use and relative benefits received as required in 20 CFR 678.700 and 678.760.

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

D. Infrastructure Management

1. The Subrecipient will manage the sharing and allocation of infrastructure costs between One-Stop partners and is governed by WIOA sec. 121(h), WIOA's implementing regulations, and

the Federal Cost Principles contained in the Uniform Guidance at 2 CFR part 200 and USDOL's exceptions at 2 CFR part 2900. The Federal Cost Principles state that a partner's contribution is an allowable, reasonable, necessary, and allocable cost to the program and is consistent with other legal requirements. Infrastructure costs are defined as non-personnel costs necessary for general American Job Center operations, including facility rentals, utilities and maintenance, equipment (including assessment-related products and assistive technology for individuals with disabilities), and technology to facilitate access to the American Job Center (including planning and outreach), and may include costs associated with the common identifier (i.e., American Job Center signage) and supplies, as defined in the Uniform Guidance at 2 CFR 200.94, to support the general operation of the One-Stop center. This list is not exhaustive. The One-Stop Center's shared costs include, but are not limited to, the following: IT/Technology support, telephones, internet, resource room equipment, fax machines, copiers, scanners, language/interpreter service, security guard services, janitorial services, and other such costs. The Subrecipient shall:

- a. Provide day to day facilities management of the One-Stop Centers occupancy and related costs for each location. Facilities management and related costs for each location will be borne by the Subrecipient, funded with WIOA funds, state AJCC Center Resource Sharing funds, and contributions collected from other partners, and will be reflected in this Contract and One-Stop Memorandum of Understanding (MOU). The County reserves the right to relocate the One-Stop Center(s), affiliate, mobile One-Stop unit(s) and satellite locations at its discretion but will include the Subrecipient in the process. The Subrecipient will also assist the OCDB in creating an MOU that governs how the partners will make services available at the One-Stop Center and identify any shared services the partners will provide.
- b. Disclose any potential conflicts of interest arising from the relationships of the Subrecipient with training service providers or other service providers, including but not limited to, career services providers.
- c. Coordinate services and refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment who may require longer-term services, such as intensive employment, training, and education services; and Orange County Local and Regional Plans.
- d. Ensure that basic services including, but not limited to, orientations, labor market information, and resource rooms are available.
- e. Supervise the One-Stop Center intake process and resource room to ensure coordination of service delivery of the centers.
- f. Coordinate training room schedule and monthly training calendar.
- g. Provide oversight of the One-Stop Centers equipment and make a recommendation to the County that support technology advancements that achieve integration and expanded service offerings in the One-Stop system. Encourage efficient use of accessible information technology to include, when possible, the use of machine-readable forms and other features consistent with modern accessibility standards, such as section 508 Standards (36 CFR part 1194) and the Worldwide Web Consortium's Web Content Accessibility Guidance 2.0, as well as virtual services to expand the customer base and effectively deliver self-services.

E. Workforce Services for Specialized Populations

1. Targeted Populations

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

that need employment and training services to become more skilled and employable in the path to financial self-sufficiency.

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

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

F. Customer Flow & Referrals

1. The County’s quality of service goal is to ensure that customers served by a One-Stop Center receive assistance commensurate with their individual needs, delivered by professional staff, resulting in the satisfaction that supersedes their expectations, and acknowledging that self-sufficient employment is the goal.
2. The County recognizes that such an approach places a premium on direct interaction with well-qualified workforce professionals. The customer flow and referral process ensure that customers who are identified, or who self-attest, as needing more focused assistance will have access to in-depth services, including academic and career counseling, to aid them in attaining employment. To ensure good stewardship of limited financial resources, the Subrecipient is responsible for ensuring that customers entering the One-Stop centers receive the highest quality of customer support.
3. It is imperative that the Subrecipient emphasizes need-based differentiation in serving clients, endowing workforce professionals with the capability and duty to determine the best and most appropriate level of service for each customer. The Subrecipient’s staff shall ensure that customers entering the One-Stop Centers receive the appropriate services and referrals.
4. All One-Stop Center customers shall have access to and be encouraged to utilize Basic services. Customers who enter the One-Stop Center to receive assistance with an unemployment insurance claim or any other service offered by the One-Stop Center partners are to be encouraged to take advantage of other services at the One-Stop Center.
5. Certain collected demographic information such as education level and length of unemployment may indicate that a customer could benefit from more individualized attention. Those customers without a high school diploma or high school equivalency, those unemployed,

and customers who did not meet the requirements for the desired position with a company are required to speak to a WIOA Title I case manager about additional services such as WIOA case management as soon as possible.

6. In addition, any customer who requests additional, individualized services should have the opportunity to speak to a WIOA Title I staff member about receiving WIOA case management and other services.
7. Additionally, customers who self-identify or are listed in the WIOA case management database as certified Trade Adjustment Assistance (TAA) participants should speak to a WIOA case manager for any Reemployment and Eligibility Assessment (REA) or Worker Profiling and Reemployment Services.
8. Subrecipient's staff shall use, and provide services according to, the OC One-Stop Customer Workflow Chart (Exhibit 6) and One-Stop Co-Enrollment Participant Flow Chart (Exhibit 7).

G. One-Stop Center Training Coordination

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

1. **Training Services** –Training services shall be designed to equip individuals to enter the workforce and retain employment. Training activities are reserved for individuals who are unable to obtain/retain employment without training in a specific skill set or demand occupation. No WIOA client may be referred to training or education without first having been assessed by the One-Stop Partner. The Subrecipient shall ensure the following training services are available in the Orange County Workforce system to include comprehensive One-Stop centers and affiliate site locations:
 - a. Career Pathways Training;
 - b. Microsoft Office (word, excel, outlook) beginner, intermediate and advanced levels;
 - c. Basic Computer Skills; and
 - d. 21 Century Soft Skills.
2. **Occupational skills training** - an organized program of study that provides specific vocational skills that lead to proficiency in performing actual tasks and technical functions required by certain occupational fields at entry, intermediate, or advanced levels. To include but not limited to:
 - a. Career Pathways Training;
 - b. Microsoft Office (word, excel, outlook) beginner, intermediate and advanced levels;
 - c. Basic Computer Skills; and
 - d. 21 Century Soft Skills.
3. **Entrepreneurial training** – a series of training or workshops that provide the basics of starting and operating a small business.
 - a. Such training must develop the skills associated with entrepreneurship. Such skills must include but are not limited to, the ability to:
 - Take initiative;
 - Creatively seek out and identify business opportunities;
 - Develop budgets and forecast resource needs;
 - Understand various options for acquiring capital and the trade-offs associated with each option; and
 - Communicate effectively and market oneself and one's ideas.
 - b. Approaches to teaching entrepreneurial skills include, but are not limited to, the following:

- Entrepreneurship education provides an introduction to the values and basics of starting and running a business. Entrepreneurship education programs often guide individuals through the development of a business plan and may also include simulations of business start-up and operation.
 - Enterprise development provides support and services that incubate and help individuals develop their own business. The enterprise development program goes beyond entrepreneurship education by helping participants access small loans or grants that are needed to begin business operation and by providing more individualized attention to the development of viable business ideas.
 - Experiential programs provide individuals with experiences in the day-to-day operation of a business. These programs may involve the development of a participant-run business where participants in the program work in and manage. Or, they may facilitate placement in apprentice or internship positions with entrepreneurs in the community.
4. **Job readiness training** - training a participant receives in order to prepare them to seek, obtain, and retain employment. Training and/or instruction shall include the following:
 - a. Preparing a resume or job application
 - b. Preparing a cover and thank you letters
 - c. Work-focused career exploration
 - d. Training in interviewing skills
 - e. Training in effective job seeking
 - f. Instruction in workplace expectations
 - Behavior on the job
 - Getting along with co-workers/boss
 - Being reliable and on-time
 - Filling out paperwork (for example, completing time sheets)
 - Appropriate work attire
 5. **Adult education and literacy** – training that assists adults with developing the basic skills they need for employment such as English language proficiency (reading and writing), math, and basic problem-solving skills. Training shall also be provided to assist adults with obtaining a high school diploma or a general education diploma (GED).
 6. Programs that combine workplace training with related instruction, which may include cooperative education programs.
 7. Training programs operated by the private sector that assist job seekers with developing skills and competencies that will assist them in obtaining unsubsidized employment.
 8. Skill upgrading and retraining - training that supports individuals in the workplace to learn new skills and adapt to workplace change.
 9. Customized training - training designed to meet the special requirements of an employer and must be conducted with a commitment by an employer or a group of employers to employ an individual upon successful completion of the training.
 10. Financial literacy – training that is designed to increase economic self-sufficiency. Training shall include the following elements:

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

H. Business Services

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

1. Provide quality products and services to business offered through the One-Stop Centers. Services must include:
 - a. Developing Job Descriptions
 - b. Conducting employment pre-screening:
 - Screening that involves résumé review and candidate assessments.
 - Assessments to measure skills, interests, and job-readiness of participants shall be encouraged and made available.
2. Assist business in utilizing all features of the CalJOBS system to effectively recruit and hire employees. Provide training to aid employers on how to browse profiles of prospective candidates or post job openings.
3. Provide event room and meeting space to allow companies to hold meetings, provide training, conduct orientations, or schedule interviews.

4. Ensure that employers have access to the Orange County AJCC mobile unit. Through the Subrecipient, employers can partner and utilize the mobile unit as a recruitment tool to broaden their base of candidates. The Orange County AJCC mobile Unit can act as a portable One-Stop Center or a hiring event facility coordinated by the County that allows networking between candidates and employers. Subrecipient does not currently oversee the Orange County AJCC mobile unit. Instead, Subrecipient shall refer candidates to the OC website and employers interested in the mobile unit directly to the County.
5. Explain the many benefits offered to companies by hiring veterans. The incentives provided to hire veterans, along with the highly qualified talent pool which they embody, are a great benefit to any employer.
6. Make information available to the business regarding Work Opportunity Tax Credit (WOTC). This federal program is administered by each state, intended to incentivize businesses to hire specific target groups that typically face significant barriers to employment. These target groups include but are not limited to Supplemental Nutrition Assistance Program (SNAP) benefit recipients, Temporary Assistance for Needy Families (TANF) recipients, veterans, ex-felons, and the long-term unemployed.
7. In collaboration with the WIOA Title I Career Service Provider, assist companies in entering eligible Dislocated Workers into apprenticeship training, providing assistance in teaching first or second-year apprentices, or offer guidance to pre-apprenticeship program participants at the One-Stop Centers.
8. Ensure that information is provided to the business regarding the On-the-Job Training (OJT) Grant. OJT encourages employers to hire individuals without prior experience by paying up to 75% of the trainee's wages during a specified training period; to receive this grant the company agrees to continue to employ the trainee upon successful completion of the program.
9. Ensure that information is provided to the business regarding the Incumbent Worker Training (IWT) Grant. IWT is a competitive grant intended to upgrade the skills of existing full-time employees through continued education. This program incentivizes the retention of current workers who will become more knowledgeable and productive through skills attainment. Costs that may qualify for reimbursement include:
 - a. Instructors'/trainers' salaries (if company trainers are used);
 - b. Curriculum development for company officials to determine training needs; and
 - c. Textbooks/manuals, materials/supplies, and tuition expenses if training is provided by an institution regulated by the California Employment Training Panel
10. Ensure that information is provided to businesses on Rapid Response/Lay-Off Aversion opportunities offered through the workforce system. California employers are required to provide written notice to the OCDB within 60 days of a mass layoff that affects 50 or more workers. Work Adjustment and Retraining Notification (WARN) notices are then generated, and sent within 48 hours, to the Rapid Response team to mitigate a meeting with businesses to discuss transition services for employees. Strategies to offset the negative consequences of mass layoffs include information on unemployment insurance benefits, retraining, skills upgrades, labor market information, and American Job Center services.
11. In partnership with the County, develop and utilize a standardized and scalable business needs assessment tool to determine the scope and level of services needed to support business in the One-Stop Centers.

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

I. Business Services Activities

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

1. **Business Services Activities** – Subrecipient in partnership with the County of Orange Community Investment Division Business Solutions team shall refer Businesses to the County to provide quality services to meet the business needs in the Orange County Workforce System. These services shall be provided with the highest level of individualized client service support. The job openings should reflect the needs of the enrolled WIOA customers and take into consideration the need of those exiting training. The following activities are required:
 - a. CalJOBS Assistance- Subrecipient in partnership with the County of Orange Community Investment Division Business Solutions team, shall refer all business requiring assistance to register for the California Job Open Browse System (CalJOBS) to the Business Solutions team. CalJOBS is free available to all Businesses looking to find quality talent. Subrecipient shall refer Businesses to the County to provide technical assistance to businesses registering, posting job openings, recruiting talent, and find available business resources on CalJOBS. All interest from businesses for CalJOBS assistance shall be directed to the 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 refer Businesses to the County to provide businesses customized assistance on information and the creation of apprenticeship programs. All interest from businesses for apprenticeship opportunities shall be directed to the County of Orange Community Investment Division Business Solutions team.
 - c. Career Pathway Programs- Subrecipient, in partnership with the County of Orange Community Investment Division Business Solutions team, shall refer Businesses to the County to inquire about a business's interest and/or ability to assist with Career Pathway programs, including job shadowing, work experience sites, mentoring, speaking engagements, and employer focus groups. All interest from businesses for Career Pathway Programs shall be directed to the County of Orange Community Investment Division Business Solutions team.
 - d. On-the-Job-Training (OJT)- Subrecipient, in partnership with the County of Orange Community Investment Division Business Solutions Team, shall refer Businesses to the County to work with the Business Solutions team to place County determined targeted populations into self-sustaining employment by using OJT as a means of placement. OJT's provide immense benefit for employers and job seekers alike. All interest from businesses for On-The-Job opportunities shall be directed to County of Orange Community Investment Division Business Solutions team.
 - e. Employer Information- Subrecipient, in partnership with the County of Orange Community Investment Division Business Solutions team, shall refer Businesses to the County Community Investment Division Business Solutions team to provide businesses with recent employer regulations. Information shall include, but not be limited to, American with Disabilities Act (ADA), tax credit programs, tax incentives, payroll tax incentives, Alien Labor Certification, disability insurance, employment law, labor market information, and work opportunity tax credit (WOTC). All interest from businesses for employer information on special programs, employer regulations, etc., shall be directed to the County of Orange Community Investment Division Business Solutions team.
 - f. Referral to Community Resources- Subrecipient, in partnership with the County of Orange Community Investment Division Business Solutions team, shall refer Businesses to the Community Investment Division Business Solutions team to proactively provide linkage and referrals to community resources that support the employer's workforce needs. All interest from businesses for referrals to community resources shall be directed to County of Orange Community Investment Division Business Solutions team.
2. **Business Services Team Collaboration**- Subrecipient staff shall be made available upon request by the County Director of Workforce Development and/or the County of Orange Community Investment Division Business Solutions team to participate in Workforce Development Projects for Businesses. Projects shall include, but not be limited to, job fairs, targeted recruitments, incumbent worker training programs, business workshops, layoff aversion, and rapid response activities. Subrecipient shall make a good faith effort to collaborate and share resources with Orange Community Investment Division Business Solutions team, and County identified partners to maximize effectiveness in serving Orange County businesses.

3. **File Maintenance and Documentation** – Subrecipient shall maintain files to record all services provided to business clients. Initial contact and subsequent follow-up services shall be documented appropriately in the CalJOBS CRM module and adhere to federal, State and local policies. All required documentation shall be added to the clients file immediately and uploaded into the CalJOBS system within 5 working days of a client’s visit.

J. Partner Collaboration

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

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

K. One-Stop Operation Services Staffing Plan

In performing the services procured, the Subrecipient will employ the following key positions. Brief position descriptions are provided below; however, the Subrecipient may propose reasonable adjustments, as long as the number and basic structure of the below positions remain intact. The Subrecipient must employ highly qualified and professional staff at all levels throughout the period of performance whose quality of work is reflective of the world-class workforce development system sought by the County. In addition, the Subrecipient will give the County ten (10) days written notice of intent to lay off staff.

1. **One-Stop Operator (Manager)** (1 Full-Time Equivalent (FTE)): This position will oversee all Operator services. The Manager will directly facilitate partner collaboration, general operations and functional management of One-Stop Centers, as well as strategic planning and implementation for Operator services, in close partnership with the OCDB and the County. The Manager must ensure the effective administration of day-to-day operations at One-Stop

Centers in support of all participating One-Stop Centers partner agencies. The Manager provides operational and functional guidance to all One-Stop Center staff members, as well as technical support for implementation of One-Stop Center policies and procedures; ensures One-Stop Center staff have the knowledge and training to effectively participate in One-Stop Centers. The Manager must have foundational understanding of all One-Stop Center partner functions and services. The Manager should be able to guide and/or mentor One-Stop Center staff where needed and assist them in developing and implementing goals and objectives. The Manager will also oversee scheduling of common One-Stop Center events, workshops, and other activities. With the approval of the Community Investment Division Director of Workforce Development and in conjunction with the Business Solutions Team the Manager shall coordinate employer, onsite hiring events, job fairs, reverse job fairs, workshops, and One-Stop Center events.

2. **Customer Service Representative (CSR) (no less than 4 FTEs; two for each One-Stop Center):** The CSR is the frontline staff person-welcoming and greeting individuals who seek to use the services of the One-Stop Centers. CSRs are responsible for maintaining the front desk of the facility, helping receive and direct walk-in customers, answering phones, and assisting individuals with access to basic resources of the Career Resource Center (CRC). Ensure participants are checking in and entering the required information into the VSOS Greeter system. They are also required to maintain a working knowledge of workforce services, One-Stop partner agencies, community providers for basic needs referrals (i.e. childcare, shelters, food, counseling transportation), other related workforce development programs to help triage customers, promote services and ensure connection to appropriate services. CSRs report directly to the Manager.
3. **Career Resource Room (CRR) Attendant (no less than 2 FTEs; one for each One-Stop Centers):** The CRR Attendant helps maintain and ensure effective use of the CRR and its various resources while assisting jobseekers with computer access and utilization, providing customers with basic information and assistance, and directing customers to register and engage in required systems. They are also required to maintain a working knowledge of workforce services, partner agencies, and related workforce development programs to help triage customers, promote services and ensure connection to appropriate services. CRR Attendants report directly to the Manager.

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

4. **Training Coordinator/Trainer (up to 2 FTEs; one for each One-Stop Centers):** Training Coordinator(s) may be either part-time or full-time and are responsible for all onsite and online workshops, classes and training. Duties include but are not limited to scheduling workshops with One-Stop Partners, businesses, community-based organizations, developing curriculum, ensuring workshops are posted on the CalJOBS System, website, social media and in the One-Stop centers. Facilitating the County designated curriculum for WIOA orientation, soft skills training, FDIC financial literacy, vocational training for individuals with disabilities, American College Test (ACT) Work-ready Curriculum, etc. The training coordinator shall ensure training materials are prepared and made available to participants and/or training facilitators, marketing of workshops, conducting staff training for all function areas, coordinating and conducting networking groups, assisting with job fairs, hiring events and other duties as assigned.

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

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

M. Cross-Training and Professional Development

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

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

N. Outreach and Promotion

1. The Subrecipient will be responsible to develop and implement strategies to raise community awareness of and access to One-Stop Center services and resources, with attention to areas in need of, but having difficulty accessing, such services and resources. This includes expanding the network of partners and resources present or represented in the AJCC One-Stop system to benefit clients by engaging entities not currently participating in One-Stop Centers.
2. The Subrecipient is expected to act as an ambassador for AJCC One-Stop system, representing and promoting One-Stop Centers on task forces, working groups and other community events

related to the workforce development system. The Subrecipient will consult and seek approval from the County regarding any matters related to the official representation of the Orange County Workforce system. The Subrecipient is expected to work closely with the County's communications team on outreach efforts utilizing social media and/or the One-Stop Centers website. The Subrecipient and the County's communications team will work in tandem to ensure on-brand and relevant messaging.

O. Data Analytics and Reporting

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

P. CalJOBS VOS Greeter System

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

1. The Subrecipient will adhere to the CalJOBS Systems Manual for guidance on proper documentation for One-Stop Center participation. In addition, the Subrecipient will maintain internal protocols for uniformed data entry. The Subrecipient will participate in quality and compliance activities, as well as regular meetings and review of performance reports, and other written reports when requested.
2. The Subrecipient will identify staff members whose work requires access to CalJOBS and submit applications for CalJOBS access per local protocols, subject to approval by the County. Appropriate staff members to receive CalJOBS access include staff members who have regular contact with participants or whose work requires monitoring and oversight of customer data maintained in CalJOBS. CalJOBS account credentials and login information may not be shared between staff members or other individuals. The Subrecipient must submit notification if any staff member with CalJOBS access is terminated, voluntarily or involuntarily, within 24 hours of termination. Failure to do so may result in the revocation of CalJOBS access for the Subrecipient and contract termination.

3. The Subrecipient must ensure that all participants check-in and out of the One-Stop center using the CalJOBS VOS Greeter System. The Subrecipient must ensure that partners are listed in the CalJOBS VOS Greeter System and provide ad-hoc reports as needed.

Q. CalJOBS

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

System	Hardware Required	Software Required	Connectivity
Client Workstation	<p>Processor: PIII or higher</p> <p>Memory: 2 GB of RAM or higher</p> <p>Display: Super VGA (800 X 600) or higher-resolution video adapter and monitor</p>	<p>Operating System: Microsoft Windows 10 or higher Macintosh OS X v10. 4.8 (Panther) or higher</p> <p>3rd-Party Software (described after table): Meadco ScriptX ActiveX 7.4/ Object^{1/} Microsoft Silverlight 3²</p> <p>DynamSoft HTML5 Document Scanning</p>	<p>Minimum: Dedicated broadband or high-speed access, 380k or higher</p>
Staff/ Administrator Workstation	<p>Processor: PIII or higher</p> <p>Memory: 2GB of RAM or higher</p> <p>Display: Super VGA (800 X 600) or higher-resolution video adapter and monitor</p>	<p>Operating System: Microsoft Windows 10 or higher Macintosh OS X v10. 4.8 (Panther) or higher. JAWS for Windows software for visually impaired access (optional)</p> <p>3rd-Party Software (described after table): Meadco ScriptX ActiveX 7.4/ Object Microsoft Silverlight 3 DynamSoft HTML5 Document Scanning</p>	<p>Minimum: Dedicated broadband or high-speed access, 380Kbps or higher</p>

2. Subrecipient shall:

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

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

R. Website and Social Media Platforms

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

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

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

- a. All outreach and recruitment materials, press releases, printed or electronic material that reference elected officials and/or the County of Orange, shall be submitted to the County of Orange administrative office for review and approval prior to use or release. The County of Orange will require a minimum of five (5) working days to review and approve. Communication is not considered approved for release until subrecipient receives written approval from the County of Orange. All published or electronic materials shall promote the Orange County One-Stop System. These materials must also include appropriate America's Job Center of California tagline consistent with the local AJCC branding standards and must identify that funding is made available through the U.S. Department of Labor Employment and Training Administration Workforce Innovation and Opportunity Act (WIOA), Orange County Workforce Development Board and Orange County Community Services Community Investment Division.
- b. All logos and naming conventions shall be provided by the County of Orange to maintain quality and consistency. Logos shall be of sufficiently high resolution to be fully legible on all media deployed.
- c. Language requirements for all printed material and other information at the 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.
- d. Notice and communication requirements where materials indicate that the Subrecipient may be reached by telephone, must include the telephone number of any TDD/TTY or relay service used by the Subrecipient. If the Subrecipient does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative.
- e. Information and services accessed electronically shall be established by the Subrecipient's policy and procedure which assures that the notice requirements of Title 29 CFR Part 38 are met.

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

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

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

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

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

S. Quality Assurance Review

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

Subrecipient shall produce all quality assurance review documentation upon request by the 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.
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, 2021.**
 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, 2021.**

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.**

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, 2021. 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, and business access to information such as information technology equipment accessibility and software accessibility. All Subrecipient staff shall be required to attend training in program access for individuals with disabilities and access to employment programs and services for the disabled.

X. Records and Documentation

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

Y. Monitoring and Evaluation

The County is responsible for all levels of program monitoring, compliance, and evaluation for Subrecipient activities. The Subrecipient's performance will be evaluated by the County within the first six months of the contract start date and at least annually thereafter. Evaluations will include but are not limited to contract provisions, surveys of 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 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-1 Performance Standards.

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

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

1. Failure to submit timely information may result in penalties including de-obligation of funds or revocation of this Contract;
2. Subrecipient shall use the most current templates provided by the County. Incorrect and/or incomplete forms will be returned for re-submittal. All updates and corrections shall be clearly identified;

3. Subrecipient shall review and approve all paperwork prior to submission to the County;
4. Subrecipient shall review all available system reports and rosters for any corrections or updates needed to ensure up-to-date information is reflected in the system/s;
5. Subrecipient shall comply with the Common Measures as defined in TEGl 17-05, WIOA Section 116 and 20 CFR Part 677.150-210;
6. Subrecipient shall comply with data verification requirements listed in the latest County policy and any subsequent updates;
7. Subrecipient shall immediately implement and adhere to future policy revisions and changes or enhancements in procedures and processes pertaining to MIS submission and reporting including data entry and data management.

C. Regional/State Plans and County of Orange Initiatives: Deliverables and/or goals pertaining to One-Stop operations and service delivery shall be met.

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

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

2. Accounting and Fiscal Controls

- a. Subrecipient shall operate program in accordance with 2 CFR 2900, et al. (Department of Labor – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), all applicable provisions of 2 CFR Part 200, et al., Generally Accepted Accounting Principles (GAAP) and CFRs.
- b. Authorized signatures for execution of documents, amendments, budget modifications and invoices are limited to those individuals identified in the Authorized Signature Form. The form will be provided to the County of Orange Community Investment Division Director by July 31, 2021.
- c. Invoice templates and any necessary updates thereof shall be provided by the OCCR Accounting Department.
All program invoices including two original sets with wet signatures are due in good order to the OCCR Accounting Office by the tenth day (10th) following the month being reported.
- d. **Accurate and complete invoices are invoices whereby:**
 - Personnel is invoiced based upon an approved organization chart;
 - Personnel supporting documentation is included with each invoice;
 - There are no negative line item balances in any row;

- Year-To-Date (YTD) invoiced amounts are correct;
- Leverage/match, if required, is included on the monthly invoice;
- All required program specific sub-categories are included on the invoice;
- Program specific sub-categories supporting documentation are included on the invoice (i.e. receipts, bank statements, canceled checks, etc.);
- Any temp staff charges are reported separately;
- OJT/CT log in County -provided spreadsheet must accompany invoices.

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

A master salary spreadsheet identifying all staff and their allocation across **programs AND a master invoice spreadsheet identifying all cost and their allocation across programs shall be submitted to the County Community Investment Director or designee by August 31, 2021 and ongoing.**

3. Budgets and Budget Modifications

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

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

V. VISION FOR ONE-STOP OPERATIONS

A. Subrecipient shall implement a model that:

1. Takes a customer-centered, culturally competent approach to mitigate barriers, prepare and empower all jobseekers;
2. Utilizes innovative career pathways and training programs tailored to high-value sectors based on input from Orange County 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

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

I. COORDINATION	Due Date
Operating Agreements with One-Stop Center Partners	Upon Execution
Secondary locations to provide services, including hours of operation	July 31, 2021 and ongoing
Schedule of Partner Staff Training	August 31, 2021
II. SERVICE STANDARDS	Due Date
Monthly Reports with at least one (1) Success Story	10th day after the end of each month
Organizational Chart	July 31, 2021
Telephone Directory	10th day after the end of each month
Internal Monitoring Procedures and Schedule	August 31, 2021
Information Technology (IT) usage policy	July 31, 2021
Analysis of client flow, program delivery, career planning strategies and tools, business process and service improvement	July 31, 2021 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, 2021, annually
Staff Training / Capacity Building Plan	August 31, 2021
III. SERVICE DELIVERY	Due Date
Universal Services Monthly Reports	10th day after the end of each month
WIOA Client Flow Chart	July 31, 2021
List of workshops	July 31, 2021 and ongoing
Internal Policies and Procedures	August 31, 2021
Business Services – General Activities	10th day after the end of each month
Forms and Marketing Materials	July 31, 2021 and ongoing

IV. PERFORMANCE	Due Date
Corrective Action Plans, as applicable	As directed by County staff
Invoices	10 th of each month
Master Salary Spreadsheet	August 31, 2021 and ongoing
Master Invoice Spreadsheet	August 31, 2021 and ongoing
Detailed line-item budget	Prior to submission of July invoice
Detailed performance metrics	July 31, 2021



PAYMENT/COMPENSATION

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

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to \$1,100,000 for 12-months (July 1, 2021 – June 30, 2022), with an additional \$110,000 available incentive for Pay for Performance as set forth in Attachment A-1 (Scope of Services) attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the Contract Maximum Obligation specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

2. PAYMENTS:

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

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

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

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

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

3. PAYMENT TERMS:

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

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

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

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

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

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

4. INVOICING INSTRUCTIONS:

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

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



BUDGET SCHEDULE

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

1. This total amount to be funded under this Contract for One-Stop Operator Services shall not exceed \$1,100,000 and an additional \$110,000 available incentive for Pay for Performance. Each project description and corresponding budget under this Contract shall be mutually determined and agreed upon by County and Subrecipient. Project descriptions shall be in Attachment B-1; herein and corresponding project budgets shall be listed in Attachment C-1 herein.
2. Subrecipient's Budget:

ONE-STOP OPERATOR	
Direct Program	\$1,000,000.00
Indirect Cost	\$100,000.00
Total Contract	\$1,100,000.00
Pay for Performance	\$110,000.00

3. Subrecipients of WIOA funds are not required to claim indirect costs (to include administrative cost), however, in this contract the administrative costs are capped at 10%.
4. Budgets contained in Attachment C-1 of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2021 invoices, a detailed budget must be submitted to the County office for approval. Budget templates will be provided by the County. Invoices shall be submitted based upon these detailed budgets.
5. Subrecipient may request to shift funds between programs, or between budgeted line items within a program, for the purpose of meeting specific program needs by utilizing a Budget/Staffing Modification Request form provided by Contract Administrator. Subrecipient must include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Fiscal Year Budget and/or future Fiscal Year Budgets. Subrecipient shall obtain written approval of any Budget/Staffing Modification Request(s) from Contract Administrator prior to implementation by Subrecipient.
6. In support of the monthly invoice, Subrecipient shall submit monthly Expenditure Reports and support documentation on a form acceptable to, or provided by, the Contract Administrator and will report actual costs.
7. Subrecipients of WIOA funds are not required to claim indirect costs (to include administrative cost), however, if indirect and/or administrative costs are claimed, subrecipients must have an indirect cost rate approved by their cognizant agency, an approved cost allocation plan, or elect to use the 10% de

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

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



STAFFING PLAN

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

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

*1.00 FTE = Full-Time Equivalent

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

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



PERFORMANCE STANDARDS

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

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

Example 1: If the goal is to achieve 80% of the participants to successfully complete a measurable skills gain (i.e. certification), when the goal is exceeded at 95% at the end of the Contract term, the Subrecipient will receive 50% of the \$18,333 allotted for the service category at a total amount of \$9,167.

Example 2: 1000 participant surveys distributed; 600 participant surveys received, and 582 participant surveys rated satisfactory or better therefore the overall rate is 97%, the Subrecipient will receive 50% of the \$18,333 allotted for this service category at a total amount of \$9,167.

Goal	Measures	Based on those who	Formula (/ is divided by, - is minus)	Source (How the measure will be tracked)	Pay Ratio (% of performance payment earned)
80%	Measurable Skills Gain (as defined by WIOA)	.... Are active yearly in education or training	# participants who make a skill gain utilizing the OC One-Stop center training	Detailed report, Services provided Individuals, actual begin date /# active participants. Does not capture carry overs	0% - 79% = \$0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount \$18,333
90%	Participant Satisfaction Rate	..... complete the One-Stop customer satisfaction survey	Survey matrix % of all received surveys (min of 1000)	Survey results. Minimum of 1000 surveys. One survey per employer	0% - 79% = \$0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount \$18,333
90%	Business Satisfaction Rate	..... complete the employer satisfaction survey	Survey matrix % of all received surveys (min of 300)	Survey results. Minimum of 300 surveys. One survey per employer	0% - 79% = \$0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount \$18,333
90%	One-Stop Partner Satisfaction Rate	..... complete the One-Stop partner satisfaction survey	Survey matrix % of all received surveys (min of 20)	Survey results. Minimum of 20 surveys. One survey per employer	0% - 79% = \$0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount \$18,333
100%	One-Stop Mandatory partners co-located and paying into the GG One-Stop Center	--- based on One-Stop MOU and infrastructure agreement	One-Stop MOU and infrastructure agreement.	One-Stop MOU and infrastructure Agreement and subleases. Based on annual partner paid occupancy levels.	0% - 79% = \$0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount \$18,333
100%	One-Stop Mandatory partners co-located and paying into the One-Stop Center – TBD	--- based on One-Stop MOU and infrastructure agreement	One-Stop MOU and infrastructure agreement.	One-Stop MOU and infrastructure Agreement and subleases. Based on annual partner paid occupancy levels.	0% - 79% = \$0.00 80% - 94% = 25% 95% -99% = 50% 100% or above = 100% Maximum amount \$18,333



PROGRAM YEAR 2021-22 MANAGED CAREER SOLUTIONS CONTRACT

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 of 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-3.

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 Workforce Development Board (OCWDB), 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-3.** 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.

6. Subrecipient shall conform to all WIOA regulations, directives and policy guidance issued by the DOL, EDD, State, OCWDB, and the 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 Orangetwood 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)
 - f. Virtual Services
 - g. Other locations as determined by the OCWDB
2. Subrecipient currently holds the Garden Grove location lease. 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 lease for the Garden Grove location at all times during the term of this Contract.
3. Subrecipient acknowledges and agrees that the County, in its sole and absolute discretion, shall have the right to add, change, or remove One-Stop Center and other service locations. Subrecipient shall be obligated to provide any and all services described in the Contract and this Attachment A-3 (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 Fourth 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 providing the services described in the Contract and this Attachment A-3 in person and on-site, Subrecipient shall also make all, or portion of such services available through electronic/virtual means including but not limited to on-line, over the telephone, 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.

Hours of Operation (Garden Grove/Virtual)	
Monday, Tuesday, Thursday, & Friday	9:00 a.m. – 6:00 p.m.
Wednesday	9:00 a.m. – 8:00 p.m.
Saturday	9:00 a.m. – 1:00 p.m.
Sunday	Closed

Hours of Operation (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

*In the instance that the site continues to be closed to the public due to COVID-19, virtual services may be considered.

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 provided 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-3 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). 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 including 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.
7. 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-3 (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 Fourth 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.

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. The Program Manager will ensure 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, and 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. The Program Manager 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. Responsibilities will also include client outreach and recruitment pursuant to Section A-3, III.B-Client Recruitment. of 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 and 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 employer driven workforce training and customer-centered programs to the Orange County One-Stop system clients. Responsibilities will also include client outreach and recruitment pursuant to Section A-3, III.B-Client Recruitment. of this contract.
3. **Case Manager**- Subrecipient shall staff no less than sixteen (16.00 FTE) Case Managers who shall provide direct services to job seekers. 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 and 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. Responsibilities will also include client outreach and recruitment pursuant to Section A-3, III.B-Client Recruitment. of this contract.
4. **Training Coordinator**- Subrecipient shall staff no less than two (2.00 FTE) Training Coordinators who 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. Responsibilities will also include client outreach and recruitment pursuant to Section A-3, III.B-Client Recruitment. of this contract.
5. **Employment Specialist** - Subrecipient shall staff no less than four (4.00 FTE) Employment Specialist who shall link business clients entering the One-Stop Center or referred by the County Business Solutions Team to qualified job seekers in the Orange County One-Stop system. Employment Specialist shall coordinate employer referrals, onsite hiring events, reverse job fairs, and develop subsidized and competitive employment opportunities with prospective employers with the approval of the Community Investment Division Director of Workforce Development and in conjunction with the Business Solutions Team. In conjunction with the County or Orange's Business Solutions team, the 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, and 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. Responsibilities will also include client outreach and recruitment pursuant to Section A-3, III.B-Client Recruitment. of this contract.

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 have 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, and create career pathways to in-demand occupations.
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 the 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 the 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 for eligible clients to ensure appropriate evaluation. Subrecipient is to use any of the following assessment tools when completing the initial assessment for the development of the IEP: Test of Adult Basic Education (TABE), Comprehensive Adult Student Assessment Systems (CASAS), Basic English Skills Test (BEST), or Massachusetts Adult Proficiency Test (MAPT).
 - 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 (LMI) 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 State of California's Eligible Training Provider List (ETPL) and I-TRAIN 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.

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:

System	Hardware Required	Software Required	Connectivity
Client Workstation	<p>Processor: PIII or higher</p> <p>Memory: 2 GB of RAM or higher</p> <p>Display: Super VGA (800 X 600) or higher-resolution video adapter and monitor</p>	<p>Operating System:</p> <p>Microsoft Windows 10 or higher</p> <p>Macintosh OS X v10. 4.8 (Panther) or higher</p> <p>3rd-Party Software (described after table):</p> <p>Meadco ScriptX ActiveX 7.4/ Object^{1/} Microsoft Silverlight 3²</p> <p>DynamSoft HTML5 Document Scanning</p>	<p>Minimum:</p> <p>Dedicated broadband or high-speed access, 380k or higher</p>
Staff/ Administrator Workstation	<p>Processor: PIII or higher</p> <p>Memory: 2GB of RAM or higher</p> <p>Display: Super VGA (800 X 600) or higher-resolution video adapter and monitor</p>	<p>Operating System:</p> <p>Microsoft Windows 10 or higher</p> <p>Macintosh OS X v10. 4.8 (Panther) or higher.</p> <p>JAWS for Windows software for visually impaired access (optional)</p> <p>3rd-Party Software (described after table):</p> <p>Meadco ScriptX ActiveX 7.4/ Object</p> <p>Microsoft Silverlight 3</p> <p>DynamSoft HTML5 Document Scanning</p>	<p>Minimum:</p> <p>Dedicated broadband or high-speed access, 380Kbps or higher</p>

Subrecipient shall:

- a. Ensure strict adherence to all Federal, State and local requirements related to CalJOBS;
- b. Must input all participant data into 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 the County of Orange.

F. Website

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

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

In instances where the County of Orange provides the Subrecipient with outreach and recruitment materials, press releases, printed or electronic materials, the Subrecipient is expected to distribute and promote as directed.

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, Vietnamese, Chinese, and Korean. Whenever feasible, language barriers shall be removed so that all visitors to the One-Stop Center(s) feel welcomed and have a positive experience. In instances where the printed material is provided by the County of Orange, the county will also provide the material in the required languages in alignment with the County of Orange Language Access Policy, Policy No. 0300-23.
4. Notice and communication requirements where materials indicate that the Subrecipient may be reached by telephone, must include the telephone number of any TDD/TTY or relay service used by the Subrecipient. If the Subrecipient does not have a TDD/TTY, the California Relay Service (CRS) (1-800/735-2922) is an alternative.
5. Information and services accessed electronically shall be established by the Subrecipient's policy and procedure which assures that the notice requirements of Title 29 CFR Part 38 are met.
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, 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.).

7. Subrecipient shall be responsible to post the "Equal Opportunity Is The Law", "Zero Tolerance and Code of Conduct", and the "Summary of Rights and Program Grievance and Complaint Procedures" in prominent locations, and in appropriate formats to individuals with visual impairments. Postings shall be provided in English, Spanish, Vietnamese, Chinese, and Korean. Updated client acknowledgement forms (EO, Zero Tolerance & Code of Conduct, and Programmatic Grievance) must be made available in English, Spanish, Vietnamese, Chinese, and Korean. In the case that a participant is unable to read, the Subrecipient must either read it aloud to the participant or provide a recording of the policy. Acknowledgement forms, along with the policy recording, will be provided by the County of Orange.
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 compliance with the 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, IEP's, 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's administrative office.

1. Subrecipient shall establish and follow a standardized review methodology that:
 - a. Includes procedures for conducting a quality assurance review on all contracted programs and fiscal activities. Methodology is to include review of expenditures against budget to ensure compliance of 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, 2021.**
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), Zero Tolerance & Code of Conduct, 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;
 - 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, 2021.**

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 the Orange County Community Investment Division Director of Workforce Development. The 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. Subrecipient shall also communicate to their staff that the County of Orange will be conducting surveys with clients and One-Stop system partners on the performance of workforce services offered. The 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 the County of Orange 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 participant 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 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, as well as the signed authorization to release form, 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 the County of Orange Director of Workforce Development by July 31, 2021. In addition, Subrecipient shall provide updates to organizational charts to the One-Stop Operator and the 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 One-Stop Operator and 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 tenth (10th) day of the month.

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, Vietnamese, Chinese, and Korean. 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.

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-4 and E-2, 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, 2021. 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;
 - 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 photocopying 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, and 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. The 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 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 the Basic Career/Universal Services Monthly Report to the County of Orange Director of Workforce Development or designee by the tenth (10th) 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 file 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 the following assessment tools when completing an initial assessment: Test of Adult Basic Education (TABE), Comprehensive Adult Student Assessment Systems (CASAS), Basic English Skills Test (BEST), or Massachusetts Adult Proficiency Test (MAPT). ACT WorkKeys will be used for enrollment requirements only and is not intended to measure Educational Functioning Levels (EFL) for performance. Subrecipient may use previous basic skills assessment results if such previous assessments have been conducted within the past six months. All WIOA adult or dislocated workers enrolled shall be assessed using one of the approved assessment tools 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 the approved assessment tools for career services planning.

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

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

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 the County of Orange Policy 21-OCWDB-06, 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 one (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, via a web-based video conferencing system, i.e., zoom, Microsoft Teams, Google Duo, etc., 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 Career Counseling and Group Career 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.
- 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 the 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. Types of training services that may be provided include:
- (a) Occupational skills training, including training for nontraditional employment;
 - (b) On-the-job training;
 - (c) Incumbent worker training (see Section 13 of this TEG);
 - (d) Programs that combine workplace training with related instruction, which may include cooperative education programs;
 - (e) Training programs operated by the private sector;
 - (f) Skill upgrading and retraining;
 - (g) Entrepreneurial training;
 - (h) Job readiness training provided in combination with the training services described in any of clauses (a) through (g) or transitional jobs;
 - (i) Adult education and literacy activities, including activities of English Language acquisition and integrated education and training programs, provided concurrently or in combination with services provided in any of clauses (a) through (g); and
 - (j) Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.
- 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. Documents shall be placed in the client's hard copy file and electronic file on CalJOBS.
- 12. Training Services** - shall be made available to WIOA Title I 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 adults will follow client selection based 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 the 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. ACT Workkeys will be used for training enrollment recruitment only and is not intended to measure Educational Functioning Level (EFL) for performance.

- 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 option that is made available to an eligible participant when it is determined that it will be unlikely that the participant will be able to obtain or retain reemployment which leads to self-sufficiency or higher wages from previous employment through basic career services alone and on the basis of an individualized career assessment. ITA's shall be selected by the participant. Participant's shall choose career training with Eligible Training Providers who are on the online database, I-TRAIN, and must demonstrate that they have the skills and qualifications to successfully participate in a post-secondary degree program or a recognized post-secondary credential. The ITA shall be limited in cost and duration and must result in employment that leads to economic self-sufficiency or wages higher than those from previous employment. ITA shall be made available to participants who are unable to obtain financial assistance and/or 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 the Orange County Community Investment Division approved Eligible Training Providers who are on the online database, I-TRAIN, that lead to an industry credential or degree in an in-demand occupation. Only those training providers who are on I-TRAIN and are approved for use of WIOA are able to redeem ITA's for payment. 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 trainings 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:
 - 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 Re-training** - 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:
- 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 up-skilling 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 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. Subrecipient shall report any relevant information pertaining to work-based, OJT and ITA training programs that could affect current and future outcomes (dropouts, issues or discrepancies with the program, etc.) to their OCWDB Grants Manager within 5 business days. OCWDB will relay the information to South Bay WIB. All changes and updates shall also be documented on CalJOBS.
- q. Connect businesses and workers to short term OJT, customized training programs, and apprenticeships before or after layoff to help facilitate rapid re-employment;
- r. Short term OJT, Customized Training programs and/or apprenticeships shall account for no less than 40% of the training provided throughout the System;
- s. 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;
- t. 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;
- u. 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 the County Director of Workforce Development with monthly report. **Subrecipient cannot use 10% leverage resources to fulfill the 30% County award training requirement.**

- v. 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.
- w. 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, 2021.

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, 2021.**

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

team. CalJOBS is free available to all Businesses looking to find quality talent. Subrecipient shall provide technical assistance to businesses registering, posting job openings, recruiting talent, and find available business resources on CalJOBS. All interest from businesses for CalJOBS assistance shall be directed to the 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 businesses customized assistance on information and the creation of apprenticeship programs. All interest from businesses for apprenticeship opportunities shall be directed to the County of Orange Community Investment Division Business Solutions team.
 - c. **Career Pathway Programs**- Subrecipient, in partnership with the County of Orange Community Investment Division Business Solutions team, shall inquire about a business's interest and/or ability to assist with Career Pathway programs, including job shadowing, work experience sites, mentoring, speaking engagements, and employer focus groups. All interest from businesses for Career Pathway Programs shall be directed to the County of Orange Community Investment Division Business Solutions team.
 - d. **On-the-Job-Training (OJT)**- Subrecipient, in partnership with the County of Orange Community Investment Division, shall work with the Business Solutions team to place County determined targeted populations into self-sustaining employment by using OJT as a means of placement. OJT's provide immense benefit for employers and job seekers alike. All interest from businesses for On-The-Job opportunities shall be directed to County of Orange Community Investment Division Business Solutions team.
 - e. **Employer Information**- Subrecipient, in partnership with the County of Orange Community Investment Division Business Solutions team, shall provide businesses with recent employer regulations. Information shall include, but not be limited to, American with Disabilities Act (ADA), tax credit programs, tax incentives, payroll tax incentives, Alien Labor Certification, disability insurance, employment law, labor market information, and work opportunity tax credit (WOTC). All interest from businesses for employer information on special programs, employer regulations, etc., shall be directed to the County of Orange Community Investment Division Business Solutions team.
 - f. **Referral to Community Resources**- Subrecipient, in partnership with the County of Orange Community Investment Division Business Solutions team, shall proactively provide linkage and referrals to community resources that support the employer's workforce needs. All interest from businesses for referrals to community resources shall be directed to County of Orange Community Investment Division Business Solutions team
2. **Business Services Team Collaboration**- Subrecipient staff shall be made available upon request by the County Director of Workforce Development and/or the County of Orange Community Investment Division Business Solutions team to participate in Workforce Development Projects for Businesses. Projects shall include, but not be limited to, job fairs, targeted recruitments, incumbent worker training programs, business workshops, layoff aversion, and rapid response activities. Subrecipient shall make a good faith effort to collaborate and share resources with the County of Orange Community Investment Division Business Solutions 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 input of data timely 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 the 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;
 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: Training institutions will be required to invoice the Subrecipient based on the information on the ITA Voucher. All invoices must include documentation that a fully executed voucher has been authorized by the Subrecipient prior to the start of a training and that a participant has exceeded the dropout period in accordance with the terms and conditions of the training provider. Independent reviews, validation, and payment of all invoices, and documentation of performance outcomes shall be conducted by the Subrecipient. It is the responsibility of the Subrecipient to manage the documentation of authorization and obligation of allocated ITA funds in accordance to Information Notice No. 21-OCWDB-05 Individual Training Account (ITA) Policy.

1. **Subrecipient Reimbursement:** Subrecipient's reimbursement of ITAs shall be submitted to the County of Orange. Approval of payments are contingent on verification of documentation of payment and will be subject to a review of eligibility based on documentation.
2. **Quarterly Reconciliation:** On a quarterly basis, Subrecipient will reconcile, review, and report the status of ITA funding activities with Training Providers to the County of Orange. A tracking form will be provided by the County of Orange.

ITA processing will be the direct responsibility of the Subrecipient from July 1, 2021 through June 30, 2022.

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

H. 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.
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, 2021.
3. Invoice templates and any necessary updates thereof shall be provided by the OCCR Accounting Department.

All program invoices are due in good order to the Orange County Community Resources (OCCR) Accounting Office by the tenth day (10th) 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, 2021 and ongoing.

I. Budgets and Budget Modifications

1. Budgets contained in Attachment C-4 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 the Orange County Director of Workforce Development, the Orange County Workforce 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.

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:

I. COORDINATION	Due Date
Operating Agreements with One-Stop Center Partners	Upon Execution
Secondary locations to provide services, including hours of operation	July 31, 2021 and ongoing
Schedule of Partner Staff Training	August 31, 2021
II. SERVICE STANDARDS	Due Date
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, 2021
Telephone Directory	10th day after the end of each month
Internal Monitoring Procedures and Schedule	August 31, 2021

Information Technology (IT) usage policy	July 31, 2021
Analysis of client flow, program delivery, career planning strategies and tools, business process and service improvement	June 30, 2022
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, 2021, annually
Staff Training / Capacity Building Plan	August 31, 2021
III. SERVICE DELIVERY	Due Date
Universal Services Monthly Reports	10th day after the end of each month
WIOA Client Flow Chart	July 31, 2021
List of workshops	July 31, 2021 and ongoing
Internal Policies and Procedures	August 31, 2021
Business Services – General Activities	10th day after the end of each month
Forms and Marketing Materials	July 31, 2021 and ongoing
IV. SPECIAL PROGRAMS	Due Date
V. PERFORMANCE	Due Date
ITA Vouchers	As specified by County of Orange policy
Corrective Action Plans, as applicable	As directed by County of Orange staff
Invoices	10 th of each month
Master Salary Spreadsheet	August 31, 2021 and ongoing
Master Invoice Spreadsheet	August 31, 2021 and ongoing
Detailed line-item budget	Prior to submission of July invoice
Detailed performance metrics	July 31, 2021

**PAYMENT/COMPENSATION
MANAGED CAREER SOLUTIONS, SPC.
NORTH & SOUTH REGIONS
July 1, 2021 – June 30, 2022**

1. COMPENSATION:

This is a cost reimbursement Contract between the County and the Subrecipient for up to \$3,500,000.00 for one (1) year beginning July 1, 2021 – June 30, 2022 (\$1,850,000 for North and \$1,650,000 for South) as set forth in Attachment A-3 Scope of Services attached hereto and incorporated herein by reference. The Subrecipient agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Subrecipient of all its duties and obligations hereunder. The County shall have no obligation to pay any sum in excess of the total Contract amount specified unless authorized by an amendment in accordance with Paragraphs C and P of the County's General Terms and Conditions.

2. FIRM DISCOUNT AND PRICING STRUCTURE:

Subrecipient guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Subrecipient agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

3. PAYMENT TERMS:

An invoice for the reimbursement of costs shall be submitted to the address specified below upon the completion of the services/activities and approval of the County Project Manager. Subrecipient shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the County. The responsibility for providing an acceptable invoice rests with the Subrecipient.

Billing shall cover services not previously invoiced. The Subrecipient shall reimburse the County of Orange for any monies paid to the Subrecipient for services not provided or when services do not meet the Contract requirements.

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

Program Invoice(s):

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

4. INVOICING INSTRUCTIONS:

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

The Demand Letter/Invoice must include

1. Subrecipient's name and address
2. Subrecipient's remittance address (if different from 1 above)
3. Name of County Agency Department
4. County Contract Number
5. Service date(s) – Month of Service
6. Delivery Order (DO) / Subordinate Agreement Number
7. Deliverables / Service description (in accordance with Attachment A-2)
8. Subrecipient's Federal I. D. number
9. Total



**BUDGET SCHEDULE
MANAGED CAREER SOLUTIONS, SPC.
ADULT & DISLOCATED WORK SERVICES
NORTH & SOUTH REGIONS
July 1, 2021 – June 30, 2022**

This total amount to be funded under this Contract for Adult Career Services shall not exceed \$1,700,000.00. Each project description and corresponding budget under this Contract shall be mutually determined and agreed upon by County and Subrecipient. Project descriptions shall be in Attachment A-3; herein and corresponding project budgets shall be listed in Attachment C-4 herein.

ADULT CAREER SERVICES - NORTH	
Direct Program	\$ 810,000.00
Indirect Cost	\$ 90,000.00
Total Contract	\$ 900,000.00
Leverage Resources	\$ 270,000.00

ADULT CAREER SERVICES - SOUTH	
Direct Program	\$ 720,000.00
Indirect Cost	\$ 80,000.00
Total Contract	\$ 800,000.00
Leverage Resources	\$ 240,000.00

Note: Indirect Cost (including administrative) shall not exceed more than 10% of the budget.

Budgets contained in Attachment C-4 of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2021 invoices, a detailed budget must be submitted to the County of Orange office for approval. Budget templates will be provided by the County of Orange. Invoices shall be submitted based upon these detailed budgets.

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

In support of the monthly invoice, Subrecipient shall submit monthly Expenditure Reports and support documentation on a form acceptable to, or provided by, the Contract Administrator and will report actual costs.

Subrecipients of WIOA funds are not required to claim indirect costs (to include administrative cost), however, if indirect and/or administrative costs are claimed, subrecipients must have an indirect cost rate approved by their cognizant agency, an approved cost allocation plan, or elect to use the 10% de minimis rate. De minimis

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

Subrecipients that will claim indirect costs and have a federally approved indirect cost rate agreement(s) with their cognizant agency must submit a copy of the entity's approval letter or cost allocation plan with during the contract negotiation period, or as soon as the indirect cost rate approval documentation is received from the cognizant agency. After the County of Orange has received proper documentation to substantiate cognizant agency approval of indirect costs or a cost allocation plan, the County of Orange will send the subrecipient a letter of acknowledgement and approval.

Subrecipients that have not previously established an indirect cost rate, must either opt to use the 10% de minimis rate with a negotiated and approved indirect cost rate proposal or cost allocation plan. The County of Orange may use the 10% de minimis rate for indirect cost to serve as the predetermined rate. The predetermined rate is a rate that is established for a current or future period, which is in most cases not subject to adjustment.

Failure to provide or negotiate a proposed indirect cost rate can lead to disallowance of indirect costs and/or other remedies of noncompliance (Uniform Guidance 200.207 and 200.338).

If a subrecipient does not have a prior approved indirect cost rate or cost allocation plan from their cognizant agency, an approved de minimis rate of 10%, or only receives federal funds as a subrecipient, the subrecipient must request approval of indirect costs from the County of Orange.

A subrecipient requiring approval of indirect costs by the County of Orange must develop and submit its indirect cost rate proposal to the County of Orange immediately after the organization is advised that an award will be made.



BUDGET
MANAGED CAREER SOLUTIONS, SPC.
July 1, 2021 – June 30, 2022
DISLOCATED WORKER CAREER SERVICES (NORTH & SOUTH)

This total amount to be funded under this Contract for Dislocated Worker Career Services shall not exceed \$1,800,000.00. Each project description and corresponding budget under this Contract shall be mutually determined and agreed upon by County and Subrecipient. Project descriptions shall be in Attachment A-3; herein and corresponding project budgets shall be listed in Attachment C-4 herein.

DISLOCATED WORKER CAREER SERVICES - NORTH	
Direct Program	\$ 855,000.00
Indirect Cost	\$ 95,000.00
Total Contract	\$ 950,000.00
Leverage Resources	\$ 285,000.00

DISLOCATED WORKER CAREER SERVICES - SOUTH	
Direct Program	\$ 765,000.00
Indirect Cost	\$ 85,000.00
Total Contract	\$ 850,000.00
Leverage Resources	\$ 255,000.00

Note: Indirect Cost (including administrative) shall not exceed more than 10% of the budget.

Budgets contained in Attachment C-4 of this Agreement are high-level budgets. Upon approval by the Orange County Board of Supervisors – but prior to submission of July 2021 invoices, a detailed budget must be submitted to the County of Orange office for approval. Budget templates will be provided by the County of Orange. Invoices shall be submitted based upon these detailed budgets.

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

In support of the monthly invoice, Subrecipient shall submit monthly Expenditure Reports and support documentation on a form acceptable to, or provided by, the Contract Administrator and will report actual costs.

Subrecipients of WIOA funds are not required to claim indirect costs (to include administrative cost), however, if indirect and/or administrative costs are claimed, subrecipients must have an indirect cost rate approved by their cognizant agency, an approved cost allocation plan, or elect to use the 10% de minimis rate. De minimis

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

Subrecipients that will claim indirect costs and have a federally approved indirect cost rate agreement(s) with their cognizant agency must submit a copy of the entity's approval letter or cost allocation plan with during the contract negotiation period, or as soon as the indirect cost rate approval documentation is received from the cognizant agency. After the County of Orange has received proper documentation to substantiate cognizant agency approval of indirect costs or a cost allocation plan, the County of Orange will send the subrecipient a letter of acknowledgement and approval.

Subrecipients that have not previously established an indirect cost rate, must either opt to use the 10% de minimis rate with a negotiated and approved indirect cost rate proposal or cost allocation plan. The County of Orange may use the 10% de minimis rate for indirect cost to serve as the predetermined rate. The predetermined rate is a rate that is established for a current or future period, which is in most cases not subject to adjustment.

Failure to provide or negotiate a proposed indirect cost rate can lead to disallowance of indirect costs and/or other remedies of noncompliance (Uniform Guidance 200.207 and 200.338).

If a subrecipient does not have a prior approved indirect cost rate or cost allocation plan from their cognizant agency, an approved de minimis rate of 10%, or only receives federal funds as a subrecipient, the subrecipient must request approval of indirect costs from the County of Orange.

A subrecipient requiring approval of indirect costs by the County of Orange must develop and submit its indirect cost rate proposal to the County of Orange immediately after the organization is advised that an award will be made.



**STAFFING PLAN
MANAGED CAREER SOLUTIONS, SPC.
NORTH & SOUTH REGIONS
July 1, 2021 – June 30, 2022**

NORTH REGION	
Title	FTE*
Case Management Supervisor	1.00
Case Manager (Adult & Dislocated Workers)	8.00
Employment Specialist	2.00
Program Manager	0.50
Training Coordinator	1.00
TOTAL:	12.50

SOUTH REGION	
Title	FTE*
Case Management Supervisor	1.00
Case Manager (Adult & Dislocated Workers)	8.00
Employment Specialist	2.00
Program Manager	0.50
Training Coordinator	1.00
TOTAL:	12.50

*1.00 FTE = Full-Time Equivalent

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

The County may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and time of the service/class required. Assignment of additional key personnel shall be subject to County approval.

Adult Performance Measures – North Region		
PERFORMANCE MEASURE	DESCRIPTION	GOAL
New Enrollment	Number of new participants who are enrolled into WIOA Adult formula funding program during contract term.	No Less Than 400 New Enrollments
Carry Forward	Number of participants who are enrolled into WIOA Adult formula funding program from previous contract term.	141 as of 1/30//2021
Target Population	Percentage of participants who have been identified at enrollment to be a veteran, basic skills deficient, low-income, receiving public assistance, offender, disabled, or homeless and underemployed.	90.0%
Placement in Employment (2nd Quarter After Exit)	Percentage of participants who are in unsubsidized employment, during the second quarter after exit from the program.	78.5%
Placement in Employment (4th Quarter After Exit)	Percentage of participants who are in unsubsidized employment, during the fourth quarter after exit from the program.	75.5%
Median Earnings	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	\$6,600
Credential Rate	Percentage of participants who obtained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent during participation or up to one year after exit.	64.0%
In-Program Skills Gain	Percentage of participants who during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are defined as documented academic, technical, occupational or other forms of progress towards such a credential of employment.	80.0%
Retention with the Same Employer	Percentage of participants who are in unsubsidized employment with the same employer % in both 2 nd and 4 th quarter after they exit from the program.	60.0%

Dislocated Worker Performance Measures – North Region		
PERFORMANCE MEASURE	DESCRIPTION	GOAL
Enrollment	Number of new participants who are enrolled into WIOA Dislocated Worker formula funding program during contract term.	No less than 600 Cumulative Enrollments (New & Carry Forward)
Carry Forward	Number of participants who are enrolled into WIOA Dislocated Worker formula funding program from previous contract term.	234 as of 1/30/2021
Placement in Employment (2nd Quarter After Exit)	Percentage of participants who are in unsubsidized employment, during the second quarter after exit from the program.	82.0%
Placement in Employment (4th Quarter After Exit)	Percentage of participants who are in unsubsidized employment, during the fourth quarter after exit from the program.	78.0%
Median Earnings	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	\$8,855
Credential Rate	Percentage of participants who obtained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent during participation or up to one year after exit.	70.5%
In-Program Skills Gain	Percentage of participants who during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are defined as documented academic, technical, occupational or other forms of progress towards such a credential of employment.	80.0%
Retention with the Same Employer	Percentage of participants who are in unsubsidized employment with the same employer % in both 2 nd and 4 th quarter after they exit from the program.	60.0%

Business Services Activity Goals – North Region		
PERFORMANCE MEASURE	DESCRIPTION	GOAL
CalJOBS Assistance	Number of Businesses who received information regarding CalJOBS, or were assisted with registering in CalJOBS	100%
Apprenticeship	Number of Businesses who received information of apprenticeship requirements and explained job order posting access.	70%
On-the-Job Training	Number of Businesses who established an On-the-Job Training contract. Under the contract, the Business provided occupational training to a WIOA participant in exchange for specified reimbursement of participant's wage rate and received technical assistance from AJCC staff throughout the life of the training Contract.	70%
Employer Information	Number of Businesses who were provided information, including 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)	100%
Referred to Community Resources	Number of Businesses who were referred to community resources that support the business workforce needs.	100%

Adult Performance Measures – South Region		
PERFORMANCE MEASURE	DESCRIPTION	GOAL
New Enrollment	Number of new participants who are enrolled into WIOA Adult formula funding program during contract term.	No Less Than 400 New Enrollments
Carry Forward	Number of participants who are enrolled into WIOA Adult formula funding program from previous contract term.	113 as of 1/30/2021
Target Population	Percentage of participants who have been identified at enrollment to be a veteran, basic skills deficient, low-income, receiving public assistance, offender, disabled, or homeless and underemployed.	90.0%
Placement in Employment (2nd Quarter After Exit)	Percentage of participants who are in unsubsidized employment, during the second quarter after exit from the program.	78.5%
Placement in Employment (4th Quarter After Exit)	Percentage of participants who are in unsubsidized employment, during the fourth quarter after exit from the program.	75.5%
Median Earnings	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	\$6,600
Credential Rate	Percentage of participants who obtained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent during participation or up to one year after exit.	64.0%
In-Program Skills Gain	Percentage of participants who during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are defined as documented academic, technical, occupational or other forms of progress towards such a credential of employment.	80.0%
Retention with the Same Employer	Percentage of participants who are in unsubsidized employment with the same employer % in both 2 nd and 4 th quarter after they exit from the program.	60.0%

Dislocated Worker Performance Measures – South Region		
PERFORMANCE MEASURE	DESCRIPTION	GOAL
Enrollment	Number of new participants who are enrolled into WIOA Dislocated Worker formula funding program during contract term.	No less than 600 Cumulative Enrollments (New & Carry Forward)
Carry Forward	Number of participants who are enrolled into WIOA Dislocated Worker formula funding program from previous contract term.	192 as of 1/30/2021
Placement in Employment (2nd Quarter After Exit)	Percentage of participants who are in unsubsidized employment, during the second quarter after exit from the program.	82.0%
Placement in Employment (4th Quarter After Exit)	Percentage of participants who are in unsubsidized employment, during the fourth quarter after exit from the program.	78.0%
Median Earnings	Median earnings of participants who are in unsubsidized employment during the second quarter after exit from the program.	\$8,855
Credential Rate	Percentage of participants who obtained a recognized post-secondary credential or a secondary school diploma, or its recognized equivalent during participation or up to one year after exit.	70.5%
In-Program Skills Gain	Percentage of participants who during a program year, are in an education or training program that leads to a recognized post-secondary credential or employment and who are defined as documented academic, technical, occupational or other forms of progress towards such a credential of employment.	80.0%
Retention with the Same Employer	Percentage of participants who are in unsubsidized employment with the same employer % in both 2 nd and 4 th quarter after they exit from the program.	60.0%

Business Services Activity Goals – South Region		
PERFORMANCE MEASURE	DESCRIPTION	GOAL
CalJOBS Assistance	Number of Businesses who received information regarding CalJOBS, or were assisted with registering in CalJOBS	100%
Apprenticeship	Number of Businesses who received information of apprenticeship requirements and explained job order posting access.	70%
On-the-Job Training	Number of Businesses who established an On-the-Job Training contract. Under the contract, the Business provided occupational training to a WIOA participant in exchange for specified reimbursement of participant's wage rate and received technical assistance from AJCC staff throughout the life of the training Contract.	70%
Employer Information	Number of Businesses who were provided information, including 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)	100%
Referred to Community Resources	Number of Businesses who were referred to community resources that support the business workforce needs.	100%

South Orange County 5th District Virtual Job Fair 2021

Online - Premier Virtual Wednesday, April 7, 2021

Summary Report

Introduction

Orange County Supervisor Lisa Bartlett in partnership with Orange County Community Services and the Orange County Workforce Development Board hosted the 2021 South Orange County Virtual Job Fair from 10:00 a.m. – 2:00 p.m. The Job Fair was host to 156 businesses. The total number of open positions was 3,767 with 730 postings; representing industry clusters in Business & Professional / Environmental / Manufacturing / Healthcare / Hospitality / Tourism / Retail / Education / Government / Public Safety / Sales / Telecommunications / Transportation. Participants registered totaled **867**.

This report contains the following sections:

- A. Historical Comparison of Job Seeker and Employer Attendance from the previous years
- B. Employer Attendance
- C. Post-Event Analysis
- D. Action Items
- E. Special Guest
- F. Partners
- G. Resources
- H. AD Placements

A. Historical Comparison of Job Seeker, Employer Attendance and Unemployment Rate from the previous years:

Category	2015	2016	2017	2018	2019	2020	2021
Number of Employers	80	69	54	52	53	59	156
Number of Job Seekers	302	450	332	282	155	709	867
Unemployment Rate	5.5%	5.0%	4.5%	2.6%	2.6%	9%	8.3%

South Orange County Virtual Job Fair 2021

Number of Employers	Number of Jobs Posted	Number of Positions available	Total Job Seekers registered	Total Job Seekers Logged In	Resumes Submitted
156	730	3,767	867	503	2052

B. Employer Attendance

There were 156 employers representing over 3,767 positions at the Job Fair. The employers in attendance represented a wide range of industry clusters including Business & Professional / Environmental / Manufacturing / Healthcare / Hospitality / Tourism / Retail / Education / Government / Public Safety / Sales / Telecommunications / Transportation.

The following are the unique businesses that participated:

AAA	Kumon Math and Reading Center of Foothill Ranch
AccentCare	Laguna Legal, Inc.
Acuity Behavior Solutions	Lake Forest Preschool
Adapt 2 It	LCS Constructors, Inc.
Advantage Solutions	Los Cabos Sports Bar & Grill
Aegis Living	Macy's, LLC
AER Technologies	Managed Mobile Inc
AFLAC	Mattson Resources
Allied Universal Event Services	Medica
Allure Medical Staffing, Inc	MEDICA
aMAYZing Kids	Medica Talent Group
Amazon	MicroVention
Americold	Miguel's Jr
AppleOne Employment Services	Mission Viejo Nadadores
Applied Medical	Mitch-Stuart, Inc.
Arosa-Orange County	Moulton Niguel Water District
Assistance In Home Care	Navien, Inc.
Associated Ready Mixed Concrete, Inc	Network Capital Funding
Attentive Home Care	New Horizons Career Development Solutions
Baron's Trading Group	Newmark Systems, Inc.
Beachfront Inn & Suites	Orange County Department of Education
Biola University	Orange County Global Medical Center
Bishops cuts/color	Orange County Transportation Authority
Boardriders, Inc	Outlets at San Clemente
Bon Appetit Management Company	Pacific Coast Termite
Bowlmor	Personal Touch Cleaning
Boys & Girls Clubs of Capistrano Valley	Petnetwork
Brio Tuscany Grille	Phoenix House CA
Brook + Whittle	PorchBox
BSH Home Appliances Corporation	Precision Hospitality & Development - Dunkin' Franchisee
Buffalo Wild Wings	Premier Aquatic Services LLC
California Army National Guard	Pridestaff Mission Viejo

Capistrano Valley Toyota	ProTab Laboratories
Capri Laguna on the Beach	Providence
Caring Companions At Home	Quest HealthConnect
Cefali & Cefali	Renaissance ClubSport
CGI	Residence Inn by Marriott San Juan Capistrano
Chart House	Resurgence Behavioral Health
Chico's FAS	Review Wave
Children's Learning Connection	Revolution Financial Management
Citistaff Solutions, Inc	Rohl, LLC
City of Irvine	RRM Design Group
Community Investment Division	Saddleback Valley Unified
Composite Apps	Select Staffing
Covenant Care	SelectStaffing - Lake Forest CA
Cox Communications	Sherwin- Williams Paint Company
Crothall Healthcare (Compass Group)	Signal 88 Security OC
CRST The Transportation Solution, Inc.	South Coast Water District
Custom Flavors	South County Adult Day Services
Desco Manufacturing Company	Sparkle Home Detail
Dream Clean OC	STARBUCKS COFFEE COMPANY
Ecola Termite and Pest Control	States Logistics Services, Inc.
Elite Med Listings	States Title
Elite Property Services	StretchLab
Empress Builders	Surf & Sand Resort
EVALCORP	Tax Relief Advocates
FBI	TAZGA
Focus Industries, Inc.	Tesla
Fritz's Pet Care Pros	The Franchise Lady
Fusion of Ideas	The Ranch at Laguna Beach
Ganahl Lumber Lake Forest	The UPS Store
Gary Bale Redi-Mix, Inc.	Thrivent
Golden State Foods	T-Mobile
Goodwill of Orange County	Transcepta, LLC
Griswold Industries dba Cla-Val Company	Tustin Toyota
Hanna Wellness Center	Tutor Doctor
Healthy at Home Caregivers	Tuttle Click Automotive Group
Herzan, LLC	UCPLA
Home Instead	United Rentals
Home Instead	United States Army & Army Reserves
Home Instead	UnReale Promotions, Inc
Honor	Uptown Financial Group, Inc.

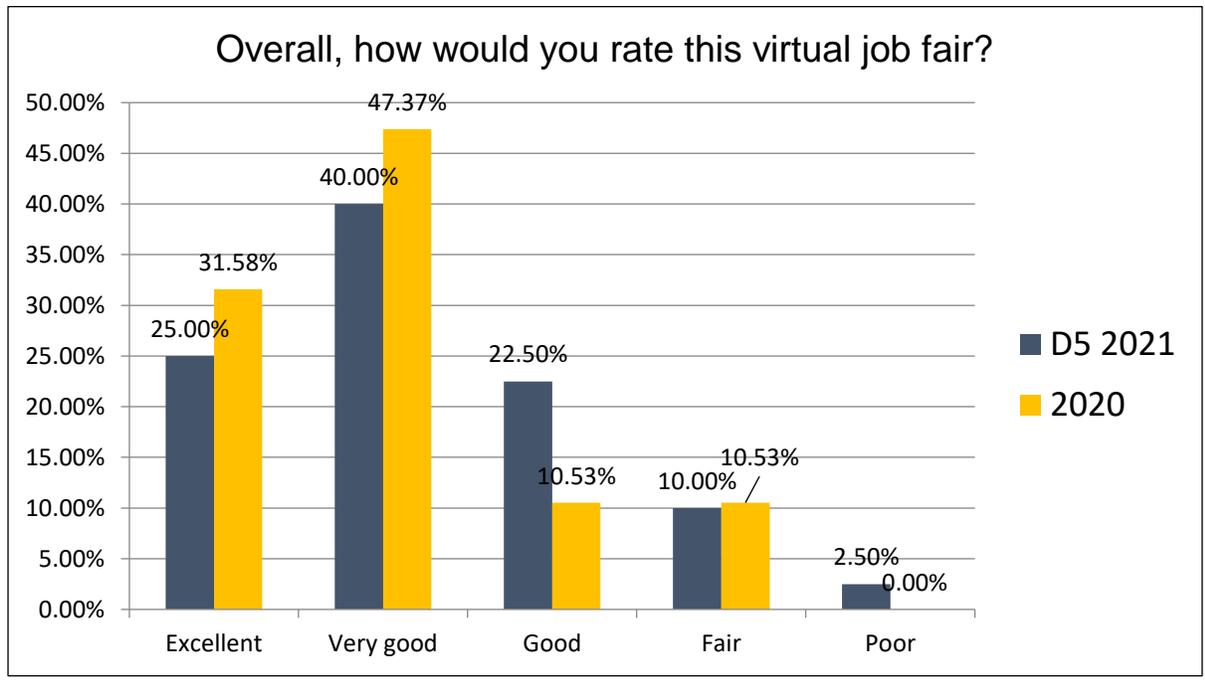
Inn at the Mission San Juan Capistrano, Autograph Collection Hotel	Village Management Services, Inc.
Insta Graphic Systems	Visit Huntington Beach
Kimco Staffing	Waldorf Astoria Monarch Beach Resort and Club
Kimpton Shorebreak Resort	Walgreens Co
King's Seafood Company	Waterworks Aquatics
Kiros Catering	YMCA of Orange County

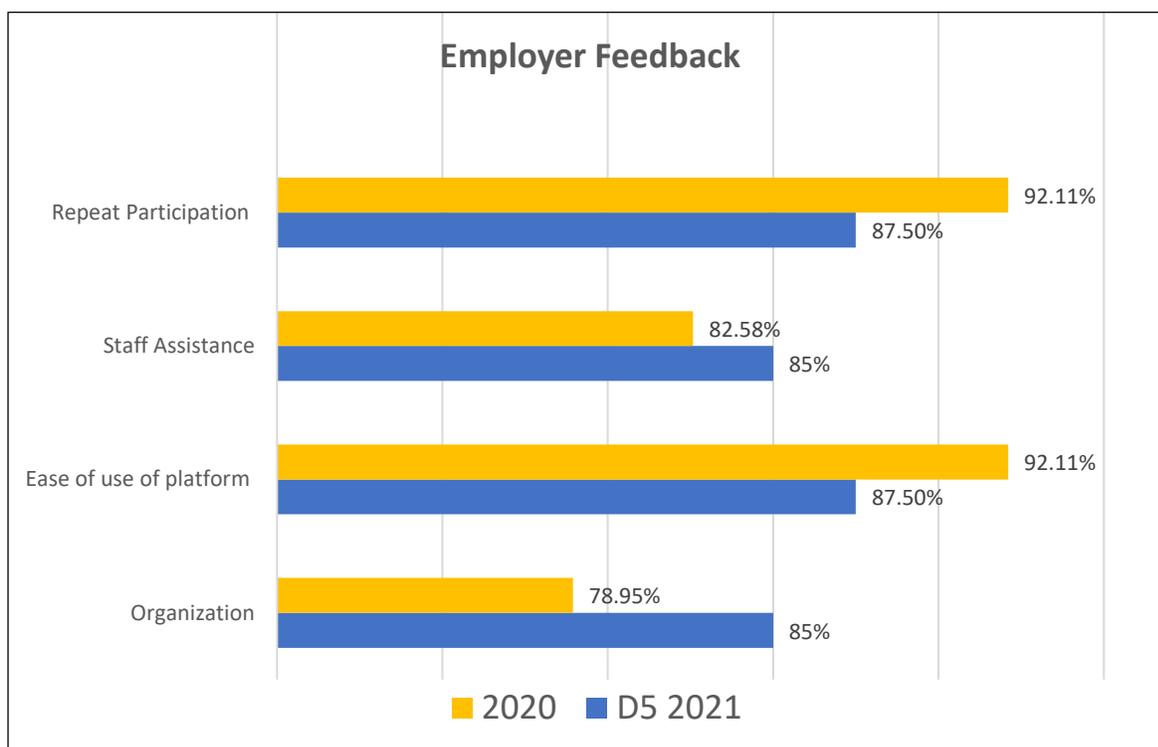
C. Post-Event Analysis

Business Service Representatives continue to follow-up with employers to provide post-job fair services and capture numbers.

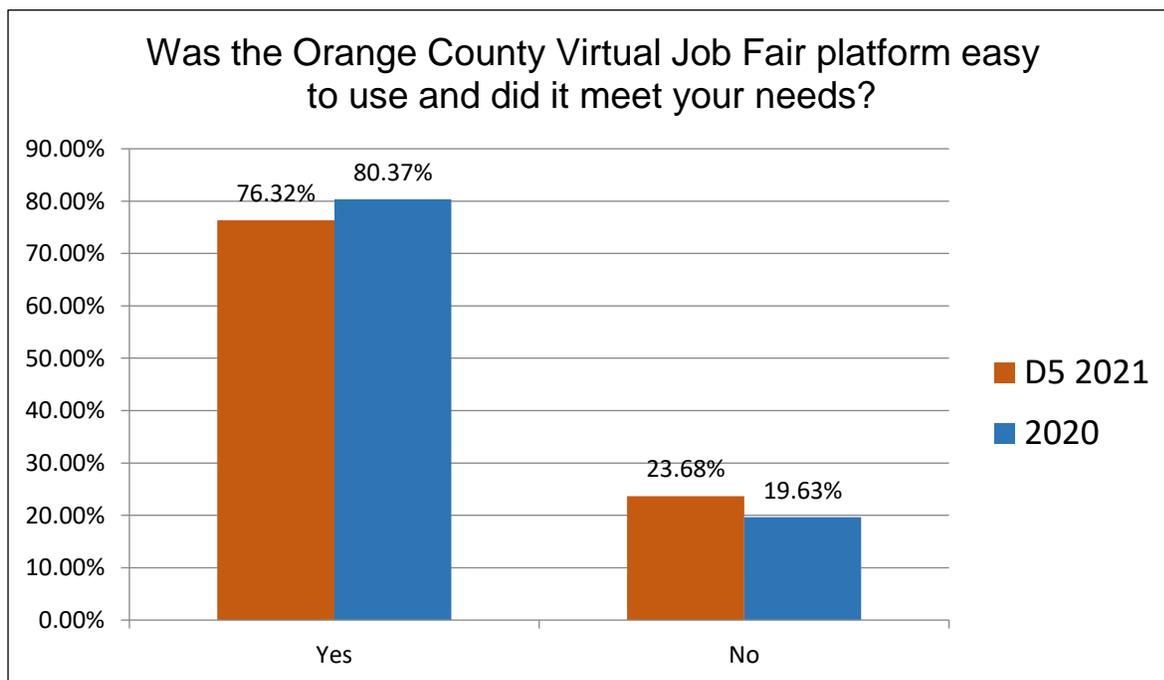
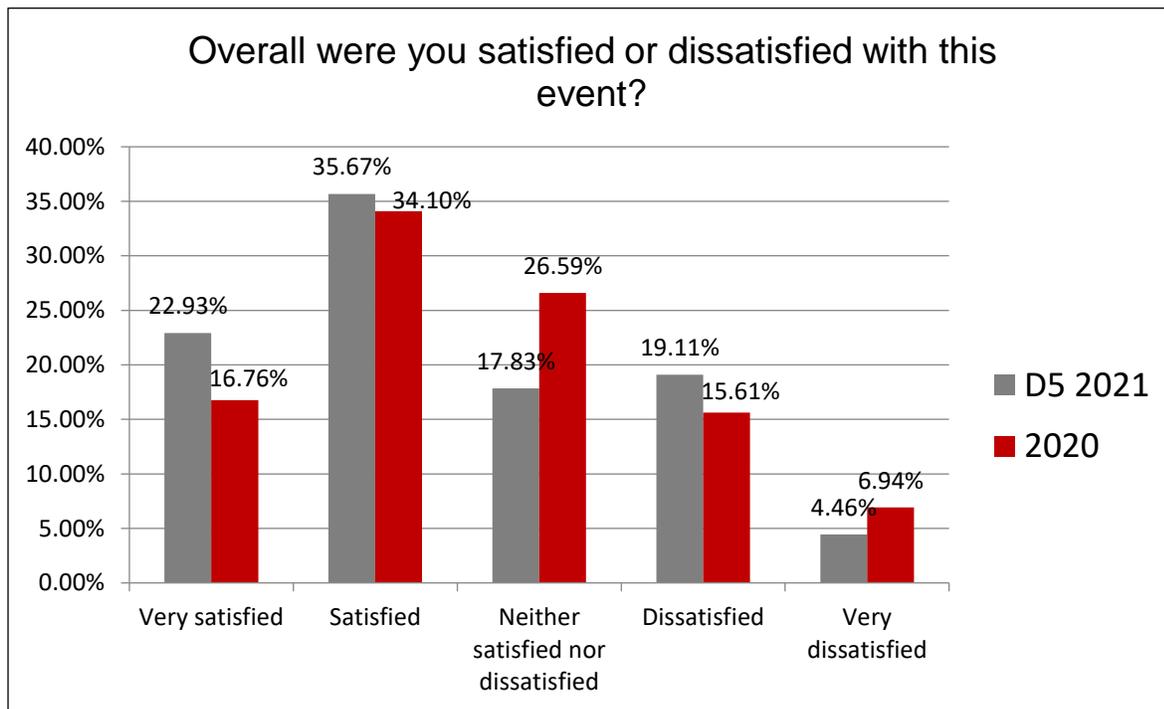
- **Available positions:** (Overall open positions within respective company. This will assist in pre and post job fair recruitments and on-going recruitments) **3,767**
- **Potential Hires:** (Employers who have communicated interest in specific candidates) **Follow up starting May 7, 2021 to determine numbers hired.**
- **Confirmed OJTs** (Employers who have explicitly communicated they will be signing an OJT Agreement with a candidate they will be hiring once paperwork is put together) **0**

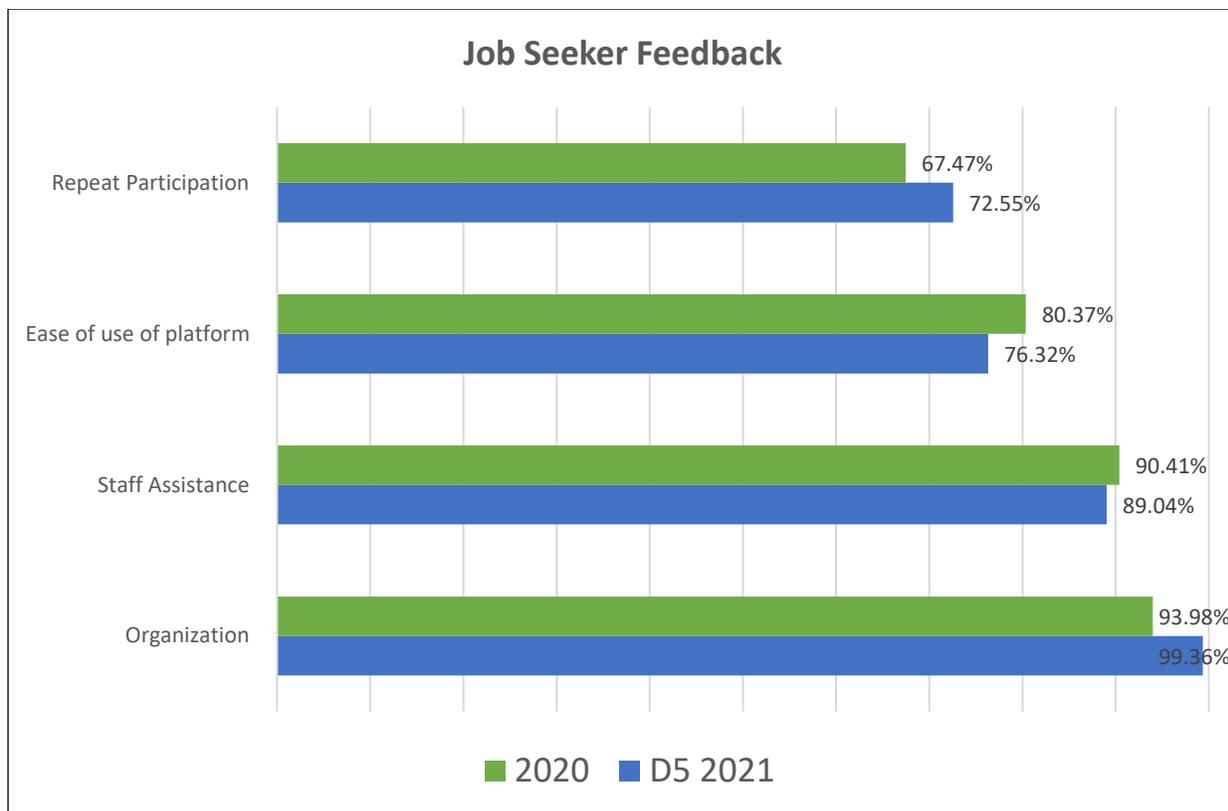
The following charts are feedback from employers:





The following charts are feedback from job seekers:





D. Action Items

The Orange County Business Solutions Team will continue communication with employers for follow up on hires that were a result of the Job Fair. The Business Service Team is working closely with One-Stop Career Consultants for continuous follow up on employment of enrolled clients.

E. Special Guests

- None

F. Partners

The County of Orange would like to thank the following Orange County chambers and organizations for partnering on this event and referring other organizations to participate:

- Aliso Viejo Chamber of Commerce
- Dana Point Chamber of Commerce
- Greater Irvine Chamber of Commerce
- Ladera Rancho Chamber of Commerce
- Laguna Beach Chamber of Commerce
- Laguna Hills Chamber of Commerce
- Laguna Niguel Chamber of Commerce
- Lake Forest Chamber of Commerce
- Orange County Business Chambers
- Mission Viejo Chamber of Commerce
- RSM Chamber of Commerce
- Saddleback Church
- San Clemente Chamber of Commerce
- San Juan Capistrano Chamber of Commerce
- South Orange County Economic Coalition

Referred By	No. of Referrals
Orange County Business Council	13
Mission Viejo Chamber of Commerce	9
Laguna Hills Chamber of Commerce	5
Saddleback Church	17
Lake Forest Chamber of Commerce	11
Dana Point Chamber of Commerce	6
San Clemente Chamber of Commerce	7
Greater Irvine Chamber of Commerce	2
Ladera Rancho Chamber of Commerce	4
South Orange County Economic Coalition	1
RSM Chamber of Commerce	2
Other	79

G: Resources

- Orange County District 5 Office: Administrative support.
- Premier Virtual Platform: this virtual platform was used to facilitate the job fair.
- Saddleback Church: OC Workforce Development Board and collaborated to promote the job fair.
- OC One Stop Center: The One Stop Center webpage was used to promote the job Fair and was used to register both Job Seekers and Employers for the event.
- OC Business Solutions Unit: This inhouse team coordinated activities with Employers which included guidance on setting up Premier Virtual booth, and all needed follow up to ensure employers were prepared for the event.
- Business & Economic Recovery Call Center: This inhouse team was a key point of contact for Job Seekers and Employers. The team monitored registration, contacted Job Seekers throughout the registration phase, provided support to both Job Seekers and Employers during the event, created Premier Virtual accounts for participants who did not complete in time for the event, and any other follow up required.

H. AD Placements

- Supervisor Lisa Bartlett's website and newsletter
- Community Partners shared information via their organization's newsletters, networks and social media platforms
- OCWDB/ OCCS-CID network and social media platform
- Social media: Facebook, Instagram, Twitter, LinkedIn

Grants Update

Grant Name	Funder	Fiscal Agent	Description	OCDB Role	Targeted Customer(s)	Total Grant	Begin Date	End Date	Match	Subrecipient(s)
Grants Awarded										
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	3/31/23	\$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	\$ 375,000	04/01/21	9/30/22	0%	Anaheim WDB/ Santa Ana WDB
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	3/31/22	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	6/30/21 (no-cost extension granted)	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	6/30/21	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	3/31/22 (contract extended at no cost)	0%	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	3/31/21	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	3/31/21 (contract extended at no cost)	0%	Santa Ana WDB/ Anaheim WDB
TOTAL						#####				

Grant Name	Funder	Fiscal Agent	Description	OCDB Role	Targeted Customer(s)	Total Grant	Begin Date	End Date	Match	Subrecipient(s)
Grants Pending										
Pathways Home	Department of Labor	County of Orange	Orange County Workforce Development Board (OCWDB) and Orange County Sheriff's Department (OCSD) proposes to partner on a project at the Theo Lacy Jail Facility to increase the capacity to provide comprehensive workforce preparation and training while incarcerated.	Administrator	Currently incarcerated	\$1,999,500	7/1/2021	12/31/24	0%	N/A