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May 29, 2018

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 June 12, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

**RECOMMENDATION TO AWARD GAIN JOB READINESS CAREER PLANNING AND
GAIN/GROW/REP VOCATIONAL ASSESSMENT SERVICES CONTRACT TO LOS ANGELES
COUNTY OFFICE OF EDUCATION (ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks approval of a new three-year contract with Los Angeles County Office of Education (LACOE) to provide Job Readiness and Career Planning (JRCP) services to Greater Avenues for Independence (GAIN) and Refugee Employment Program (REP) participants and Vocational Assessment (VA) services to the County's GAIN, REP, and General Relief Opportunities for Work (GROW) participants. These services assist participants in overcoming employment barriers through goal setting, building self-esteem, and providing job search and placement activities which enable participants to obtain gainful employment. They also provide vocational assessment services to GAIN, REP, and GROW Welfare-to-Work (WtW) participants and they provide learning disability evaluation/diagnosis services to GAIN and REP participants.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Acting Director of DPSS, or designee, to prepare and execute a contract, in substantially similar form as Enclosure I, with LACOE, for a three-year period effective July 1, 2018, or upon execution by the Department Head or designee, whichever is later, through June 30, 2021, at a maximum contract amount of \$85,793,696 to provide JRCP and VA services. Funding for this contract is included in the DPSS' Fiscal Year (FY) 2018-19 Proposed Budget and funding for future years will be included in the DPSS's annual budget requests.
2. Delegate authority to the Acting Director of DPSS, or designee, to prepare and execute amendments to the contract for: a) instances which affect the scope of work, term, contract sum,

payment terms, or any other term or condition in the contract; b) additions and/or changes required by the Board or Chief Executive Officer (CEO); c) changes to be in compliance with applicable County, State, and federal regulations; or d) increases or decreases of no more than 10 percent of the original contract amount based on contractor's performance, community needs, and funding availability. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Acting Director shall notify the Board within 10 business days of executing such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this contract will allow DPSS to continue to provide State-mandated JRCP services to its GAIN and REP participants. These services provide GAIN and REP participants with the tools, skills, information, and resources to enable them to overcome barriers and find work. These services assist individuals to move from welfare dependency to self-sufficiency.

Approval of this contract will also allow DPSS to continue to provide VA services to GAIN, REP, and GROW participants, and learning disability evaluation and diagnosis services to GAIN and CalWORKs REP participants, through LACOE and its subcontractors. These services include: vocational/career assessment services for participants in the GAIN, REP, and GROW programs that consist of the development of a customized career plan to help them achieve their goals. The learning disability evaluation and diagnosis services to GAIN and CalWORKs REP participants consist of screening, evaluating, reporting, and diagnosis of learning disabilities as a potential barrier to employment.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal 1, Make Investments that Transform Lives: Deliver comprehensive and seamless services to those seeking assistance from the County.

FISCAL IMPACT/FINANCING

The maximum contract amount for the three-year period from July 1, 2018 through June 30, 2021 is \$85,793,696. The maximum annual cost of the contract for FY 2018-19 is \$28,243,371; FY 2019-20 is \$28,668,209; and FY 2020-21 is \$28,882,116. The GAIN and the REP CalWORKs portions of the contract are fully funded with CalWORKs Single Allocation. The REP non-CalWORKs portion is fully funded by federal Refugee Social Services and Targeted Assistance funds. The costs of the GROW Program will be partially offset by CalFresh Employment and Training program (CFET) funds and has an associated net County cost of 50 percent.

FY 2018-19 funding is included in the Department's Proposed Budget. Funding for future years will be included in the Department's annual budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract provides for termination by the County upon 10-day written notice, should termination be in the County's best interest. The agreement also contains a provision which limits the County's obligation if funding is not appropriated by the State and by the Board of Supervisors.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The Contractor is in compliance with the Jury Service Program.

The Living Wage Ordinance does not apply because the recommended contract is a non-Prop A contract.

County Counsel has reviewed this Board letter. The sample contract has been approved as to form by County Counsel. The proposed Contractor is in compliance with all Board, CEO, and County Counsel requirements.

CONTRACTING PROCESS

The recommended contract was procured in accordance with California Department of Social Services Operations Manual (Section 23-650.1.14), which allows procurement by negotiation with public education agencies (Enclosure II).

CONTRACTOR PERFORMANCE

The monitoring for the current contract is performed on a quarterly basis. The expected performance outcome is that participants receive the tools, skills, useful information, and resources to enable them to overcome barriers and find work through their own efforts. It is also expected that participants receive an assessment useful for career guidance and needed training.

In FY 2016-2017, LACOE met their contract performance measure by achieving a 53 percent employment placement rate for full-time and part-time jobs attained by participants in Job Club. LACOE also achieved a 53 percent employment placement rate for the Short Term Training cohort, has consistently met their Vocational Assessment performance measures, and have not received any contract discrepancy reports during monitoring reviews.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will allow the continuation of State-mandated JRCP services in Los Angeles County for GAIN and REP participants and VA for learning disability evaluation/diagnosis services to WtW participants in GAIN, GROW, and REP programs. The recommended action will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to an emergency will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Acting Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to DPSS.

The Honorable Board of Supervisors

5/29/2018

Page 4

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Antonia Jimenez". The signature is written in a cursive, flowing style.

ANTONIA JIMENEZ

Acting Director

AJ:av

Enclosures

c: Chief Executive Office
Executive Office, Board of Supervisors
County Counsel

DEPARTMENT OF PUBLIC SOCIAL SERVICES



**CONTRACT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
LOS ANGELES COUNTY OFFICE OF EDUCATION
FOR
GAIN JOB READINESS AND CAREER PLANNING AND
VOCATIONAL ASSESSMENT SERVICES**

Prepared by
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Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746-3411

July 2018

**SAMPLE CONTRACT PROVISIONS
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- C Contractor's EEO Certification
- D County's Administration
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- G Jury Service Ordinance
- H Safely Surrendered Baby Law
- I Contractor's Nondiscrimination In-Service Statement
- J Attestation to Willingness to Consider GAIN/GROW Participants
- K Sample Monthly Invoice Format
- L Intentionally Omitted
- M Internal Revenue Service Notice 1015
- N Certification of No Conflict of Interest
- O Familiarity with the County Lobbyist Ordinance Certification
- P Civil Rights Forms
 - P1 Civil Rights Training Report
 - P2 Civil Rights Complaint Flowchart
 - P3 Complaint of Discriminatory Treatment
- Q Charitable Contributions Certification
- R Criminal Conviction Information Notice and Certification

- S Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 76)
- T Defaulted Property Tax Reduction Program
- U Zero Tolerance Policy on Human Trafficking Certification
- V Sample Employment and Training Participant List

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES COUNTY OFFICE OF EDUCATION
FOR
GAIN JOB READINESS AND CAREER PLANNING AND
VOCATIONAL ASSESSMENT SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 2018 by and between the County of Los Angeles, hereinafter referred to as County. Department of Public Social Services (DPSS), hereinafter referred to as DPSS, and Los Angeles County Office of Education (LACOE), hereinafter referred to as "Contractor". LACOE is located at _____.

RECITALS

WHEREAS, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, provided for the Temporary Assistance for Needy Families (TANF) program; and

WHEREAS, AB 1542 Chapter 270, Statutes of 1997, established the California Work Opportunity and Responsibility to Kids (CalWORKs) Act of 1997. The Greater Avenues for Independence (GAIN) program is the employment and training aspect of CalWORKs, a statewide employment program designed to enable participants to achieve self-sufficiency through employment; and

WHEREAS, Contractor as a local government agency, is qualified and has the experience and expertise to provide Job Readiness & Career Planning Services and Vocational Assessment Services; and

WHEREAS, County finds it necessary to secure such professional services through this Contract; and

WHEREAS, County has agreed to provide County with such services and based upon non-competitive negotiation ***under the Title 45 Code of Federal Regulation, Part 74 (Administration of Grants) and State Department of Social Services regulations Chapter 23-650***, Contractor has been selected for recommendation for award of this Contract; and

WHEREAS, this Contract is further authorized by California Government Code Sections 26227 and 31000 and Welfare and Institutions Code, Section 11320 et seq.; and

WHEREAS, Contractor has agreed to provide County with such services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, and V are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 Exhibit A - Statements of Work
- 1.2 Exhibit B - Contractor's Budget
- 1.3 Exhibit C - Contractor's EEO Certification
- 1.4 Exhibit D - County's Administration
- 1.5 Exhibit E - Contractor's Administration
- 1.6 Exhibit F - Contractor's Employee Acknowledgment and Confidentiality Agreement
 - F1- Contractor Acknowledgement and Confidentiality Agreement
 - F2- Contractor Employee Acknowledgement and Confidentiality Agreement
 - F3- Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.7 Exhibit G - Jury Service Ordinance
- 1.8 Exhibit H - Safely Surrendered Baby Law

- 1.9 Exhibit I - Contractor's Nondiscrimination In-Service Statement
- 1.10 Exhibit J - Attestation to Willingness to Consider GAIN/GROW Participants
- 1.11 Exhibit K - Sample Monthly Invoice Format
- 1.12 Exhibit L - Intentionally Omitted
- 1.13 Exhibit M - Internal Revenue Service Notice 1015
- 1.14 Exhibit N - Certification of No Conflict of Interest
- 1.15 Exhibit O - Familiarity with the County Lobby Ordinance Certification
- 1.16 Exhibit P - Civil Rights Forms
 - P1- Civil Rights Training Report
 - P2- Civil Rights Complaint Flowchart
 - P3- Complaint of Discriminatory Treatment
- 1.17 Exhibit Q - Charitable Contributions Certification
- 1.18 Exhibit R - Criminal Conviction Information Notice and Certification
- 1.19 Exhibit S - Certification Regarding Disbarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 76)
- 1.20 Exhibit T - Certification of Compliance with The County's Defaulted Property Tax Reduction Program
- 1.21 Exhibit U - Zero Tolerance Policy on Human Trafficking Certification
- 1.22 Exhibit V - Sample Employment and Training Participant List

This Contract and the Exhibits constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of

this Contract. No change to this Contract shall be valid unless prepared pursuant to Subsection 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 ACCEPTABLE QUALITY LEVEL (AQL)** – The minimum performance percent that can be accepted and still meets the Contract standard for satisfactory performance. The AQL does not imply that it is acceptable to vary from the Standard, or that the Contractor may knowingly perform in a defective way. The AQL recognizes the fact that less than Standard performance may sometimes be unintentional. However, County expects expert professional services to be provided at all times.
- 2.2 ADVANCED PREP PARTICIPANTS** - Participants assigned to Job Club who clearly demonstrate “Advanced Preparation” via specific indicators, can bypass regular Job Club flow, and can begin supervised Job Search activities in the Workforce Center/Computer Lab.
- 2.3 AMERICA’S JOB CENTERS OF CALIFORNIA (AJCC)** - A brand that that has been adopted under the Workforce Innovation and Opportunity Act (WIOA), which replaces the formerly known WorkSource Centers.
- 2.4 APPRAISAL** - The initial interview with the GAIN participant conducted by the GAIN Services Worker at the time he/she enters the Welfare-to-Work (WTW) program. The appraisal provides information about the GAIN participant’s employment history and skills, the need for supportive services, and any other information required to determine appropriate assistance and employability versus exemption from work requirements.
- 2.5 BARRIERS** - Personal problems or issues that interfere with a participant’s participation in the WTW program or employment. Barriers can be temporary or long term.
- 2.6 BOARD OF SUPERVISORS (Board or BOS)** – The governing body of the County of Los Angeles.

- 2.7 BRIDGING ACTIVITIES** – Are core activities such as Short-Term Work Experience, Community Service, In-House Job Search, Financial Education Courses, and Life Skills Classes (LSC).
- 2.8 BUDGET** - The document that details the Contractor's costs for providing services and that is included in the Contract. The Budget contains the following:
- Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes, and other (specified).
- Indirect Costs** - General Accounting/Bookkeeping, Management Overhead, and other (specified).
- Total Cost of Contract Services** - The total of Direct and Indirect Costs.
- 2.9 CalACES** - Acronym for California Automated Consortium Eligibility System, which is the future 40 county eligibility system that will replace the LEADER Replacement System (LRS).
- 2.10 CalWORKs** - Acronym for California Work Opportunity and Responsibility to Kids, which is the State of California's time-limited Federal TANF assistance program for needy families designed to assist the transition from welfare to self-sufficiency.
- 2.11 CalWORKs AND GAIN PROGRAM DIVISION** - A division within DPSS assigned the responsibility for administration of the GAIN program and the Refugee Employment Program (REP). This division is also responsible for the provisions of technical assistance to Contractors to ensure GAIN/REP program requirements are met.
- 2.12 CASE MANAGEMENT** - The coordination of services and activities, beginning with Orientation, and including but not limited to: assessing the GAIN/REP participant's employability and need for supportive services; developing the WTW plan with the GAIN/REP participant; attendance and progress in WTW activities; identifying and authorizing supportive services; making a recommendation of cause for failure to participate; referring the GAIN/REP participant to community resources for WTW activities, counseling and assisting in accessing community resources and resolving problems; documenting case activity in the electronic case file; and completing other required documents. These

services are provided by the County and/or contracted case management staff.

- 2.13 CASE NUMBER** - A unique seven-digit number that identifies a participant's CalWORKs/GAIN DPSS record. The number may or may not have a four-digit prefix designating the responsible County and an aid category.
- 2.14 CONTRACTOR CASE MANAGER** - A contracted employee who directly provides case management services to GAIN WTW participants.
- 2.15 CONTRACT MANAGEMENT DIVISION** - DPSS's division responsible for overseeing the Contract.
- 2.16 CONTRACT START DATE** - The date Contractor begins work in accordance with the terms of the Contract.
- 2.17 CONTRACTOR MANAGER** - The individual designated by the Contractor to administer the Contract operations after the Contract is awarded.
- 2.18 COUNTY CalWORKs PLAN** - A document approved by the County of Los Angeles Board of Supervisors, and certified as complete by the California Department of Social Services (CDSS), which provides local planning activities and implementation of CalWORKs program components in the County of Los Angeles.
- 2.19 COUNTY CONTRACT ADMINISTRATOR (CCA)** - The person designated by County Contract Director to manage the operations under this Contract. The CCA provides directions to the Contractor in the areas relating to policy, information requirements and procedural requirements.
- 2.20 COUNTY CONTRACT DIRECTOR** - Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Manager.
- 2.21 COUNTY CONTRACT PROGRAM MANAGER** - The person designated by County with responsibility to the program and policy aspects of the Contract.
- 2.22 COUNTY CONTRACT PROGRAM MONITOR (CPM)** - The person designated by County with responsibility to oversee the day-to-day activities of this Contract, monitor, audit, and evaluate any and all

tasks, deliverables, goods, services, and other work provided by the Contractor.

- 2.23 COUNTY OFFICE OF EDUCATION** - The Los Angeles County Office of Education (LACOE).
- 2.24 DAYS** - Calendar Day(s) unless otherwise specified.
- 2.25 DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS OR DEPARTMENT)** - The County department responsible for providing social services and financial assistance to eligible persons in Los Angeles County. DPSS is required by the CDSS to provide services which assist recipients of CalWORKs and General Relief to qualify for, locate, and retain employment through the GAIN, General Relief Opportunities for Work (GROW), and REP Programs.
- 2.26 DIAGNOSIS** - A “Diagnosis” is the formal identification of the specific nature of a Learning Disability and/or co-existing disorder that could extend beyond the testing and measuring of aptitudes, performance and vocational interests that are associated with a Learning Disabilities Evaluation. A Diagnosis may only be performed by a highly-trained/qualified individual such as a psychologist, clinical psychologist, school psychologist, or psychiatrist. If the participant needs an exemption from WTW participation, only his level can grant it.
- 2.27 DIRECT SERVICES** - The Job Readiness Career Assessment and Vocational/Career Assessment services, Learning Disabilities Evaluation, and Learning Disabilities Diagnosis services that are provided directly to the participants.
- 2.28 DIRECTOR** - The Director of the County of Los Angeles DPSS.
- 2.29 DUAL TRACK SCREENING** - GAIN staff assigns a dual track designation to GAIN participants who get a failing score on the Literacy Screening Tool. Dual Track candidates are offered three options during Job Club. The three options are: 1) remain in Job Club voluntarily; 2) seek part-time employment and participate in concurrent WTW remedial education course to improve literacy in reading, writing, math, English as a Second Language (ESL) and Vocational ESL; and 3) by-pass Job Club for direct referral to Vocational Assessment.

- 2.30 EARNED INCOME TAX CREDIT** - A Federal tax credit issued as an incentive to low to moderate income workers and as encouragement to work.
- 2.31 EMPLOYMENT COUNSELING** - Counseling aimed at helping the GAIN participant reach an informed decision on an appropriate employment goal which is provided by a person who has been trained or has experience as an employment counselor.
- 2.32 EMPLOYMENT PLAN** - The result of a completed Vocational Assessment which details the participant's desired employment goals and possible WTW activities, including any remediation based on the participant's reading, math, and cognitive levels, and identifying any potential results from barrier screening.
- 2.33 EVALUATION** - An "Evaluation" is the process of determining whether or not an individual has Learning Disabilities and/or other co-existing disorders. This Evaluation is limited in scope and only determines the extent that the functional weaknesses revealed by the Learning Disabilities testing interfere with the GAIN participant's ability to obtain or retain employment or enter and participate in the GAIN Program.
- 2.34 EVALUATION WITH ACCOMODATIONS** - Learning Disabilities Evaluations which result in the need for accommodations in order for participants to function in their WTW activities.
- 2.35 EVALUATION WITHOUT ACCOMMODATIONS** - Learning Disabilities Evaluations that do not require accommodations for participants to function in their WTW activities.
- 2.36 FISCAL YEAR** - County Fiscal Year which commences on July 1 and ends the following June 30.
- 2.37 FLEX (CONCURRENT) JOB CLUB SERVICES** - Job Club or Supervised Job Search provided concurrently on a part-time basis with another CalWORKs GAIN activity, or a supplement to a GAIN/REP participant's part-time employment/education of at least 20 hours per week. This includes participants in homeless activities.
- 2.38 FULL-TIME EMPLOYMENT** - Working at least 20 hours per week for a single head of household with a child under 6 years old, working at least 30 hours per week for a single head of household with a child 6 years old or older, or working at least 32 hours per week for a single or married non-CalWORKs Refugee Cash

Assistance (RCA) adult or 35 hours per week for a two-parent household, in a job which pays a salary that at least equates to the federal minimum wage or the State minimum wage, whichever is higher.

- 2.39 GAIN** - Acronym for "Greater Avenues for Independence," a program established on September 26, 1985 with the passage of the State of California Assembly Bill 2580. The GAIN program establishes a comprehensive system of services to assist CalWORKs participants in obtaining unsubsidized employment.
- 2.40 GAIN COUNTY PLAN** - A document approved by the County of Los Angeles Board of Supervisors, and certified as complete by the CDSS, which provides local planning activities and implementation of CalWORKs program components in the County of Los Angeles.
- 2.41 GAIN PARTICIPANTS** - TANF/CalWORKs applicants/recipients who the County has determined to be eligible for participation in the GAIN Program.
- 2.42 GAIN SERVICES WORKER (GSW)** - DPSS and contracted staff who directly provide case management services to the GAIN Program.
- 2.43 GENERAL EDUCATIONAL DEVELOPMENT (GED) LEVEL** - The educational level attained through formal or informal learning that is required for a person to perform satisfactorily on the job. This measure is not related to job specific information.
- 2.44 GENERAL RELIEF (GR)** - General Relief is cash assistance to indigent adults not qualifying for other State/federal programs.
- 2.45 GOALS MOTIVATIONAL PROGRAM** - A guide book to personal success used by LACOE staff to motivate Job Club participants utilizing the Ten Keys of Success.
- 2.46 GROW** - Acronym for the General Relief Opportunities for Work program, a locally funded program that provides employment and training services to help employable GR participants obtain a job and become self-sufficient.
- 2.47 GROW PARTICIPANTS** - GR participants who DPSS has determined to be employable, and therefore, eligible for participation in the GROW Program.

- 2.48 HOT JOBS** - Job Placements session, which includes a variable range of job leads to be reviewed by LACOE staff and participants.
- 2.49 INDIVIDUALIZED JOB SEARCH PLAN** - A plan developed during Job Club that identifies and tracks participants' skills, experience, and job choices.
- 2.50 JOB CLUB SERVICES** - A GAIN activity, four weeks in length for English, Spanish, and Non-English/Non-Spanish (NE/NS) Job Club classes, providing job search and placement activities, enabling GAIN/REP participants to obtain gainful employment.
- **Short-Term Training** - Specialized classes for WTW participants based on the demand occupations in the current labor market.
- 2.51 JOB CLUSTER MEETING** - Quarterly meeting held by County to increase collaboration, improve communication and interaction between County Job Developers, Contractor staff, and other community partners to better network with outside agencies and businesses to achieve employment placement goals.
- 2.52 JOB DEVELOPER** - Contractor and County staff who assist GAIN/REP participants in finding employment by networking with local businesses to locate employment opportunities, referring GAIN participants to employers with job openings that match their qualifications, and disseminating job opening information to County/contracted GAIN/REP case management staff.
- 2.53 JOB DEVELOPMENT** - A GAIN/REP activity consisting of 1) the identification and creation of employment opportunities for GAIN/REP participants, and 2) employment-seeking assistance provided to the GAIN/REP participant, on a one-to-one basis, by a person who has been trained or has experience as an employment counselor.
- 2.54 JOB PLACEMENT** - The initial employment of a GAIN/REP participant in a particular part-time or full-time job.
- 2.55 JOB PLACEMENT RATE** - The Job Placement Rate shall be the ratio of the Job Placement Count to the Job Club Net Starts each month.
- **Job Placement Count** - The Job Placement Count is the sum of all GAIN/REP participants who start Job Club and secure full-time employment. Two part-time placement jobs will be equal to

one-full-time placement. Contractor may count the part-time employment acquired during the Job Club placement window of Flex or Dual Track participants as equivalent to a full-time placement.

- **Job Club Starts Count** - The Job Club Starts shall be the number of GAIN participants who start Job Club during the month.

2.56 LABOR MARKET INFORMATION (LMI) - A user's guide that is created, maintained, and updated by the California Employment Development Department's (EDD) Labor Market Information Division to assist in gathering labor market information. Information available on LMI is used by DPSS and its Contractors to develop education and training resources. LMI may be accessed through the internet at www.labormarketinfo.edd.ca.gov.

The LMI, which is periodically updated, provides a list of entry-level growth occupations best suited for GAIN participants. It is used by DPSS and its intermediaries to develop education and training resources for GAIN and by case managers and vocational assessors in the development of viable employment plans for GAIN participants.

2.57 LEARNING DISABILITIES - A heterogeneous group of disorders manifested by significant difficulties in the acquisition and use of listening, speaking, reading, writing, reasoning, or mathematical abilities. These disorders are intrinsic to the individual and presumed to be central nervous system dysfunctions. Even though a learning disability may occur concomitantly with other handicapping conditions (e.g., sensory or mental impairment); or environmental retardation, social and/or emotional disturbance influences (e.g., cultural differences, insufficient/inappropriate instruction, psychogenic factors), it is not the direct result of those conditions or influences.

These disorders interfere with the participant's ability to obtain or retain employment or enter and participate in the CalWORKs program.

2.58 LEARNING DISABILITIES EVALUATION SERVICE PROVIDERS - A private or public vendor providing Learning Disabilities Evaluations services directly to GAIN participants. Providers will have a Subcontract with Contractor. These vendors will be added to the inventory of service providers by the Contractor. These

vendors may or may not be the same vendors providing Vocational Assessment services.

- 2.59 LEARNING DISABILITIES PROGRAM** - A program designed to improve services to WTW participants by offering screening and evaluation for Learning Disabilities, documenting the identification of a Learning Disability, and accommodations needed by the participant to become self-supporting.
- 2.60 LEADER REPLACEMENT SYSTEM (LRS)** - A fully integrated system for the online administration and management of welfare programs in Los Angeles County. The system tracks GROW participant's and GAIN participant's activities, authorize payments, generate reports, maintain inventories of available resources, and provide program monitoring data.
- 2.61 LIMITED ENGLISH PROFICIENT (LEP)** - An individual whose primary language is not English and who is unable to speak, read, write, or understand the English language at a level that permits him/her to have a meaningful access to and participate fully in DPSS benefits, programs, and services.
- 2.62 LITERACY SCREENING TOOL** - A practice application administered to GAIN participants during Orientation to determine their English proficiency.
- 2.63 MANAGEMENT SERVICES** - Services encompassing all of the administrative duties required of Contractor to implement this Contract including but not limited to, subcontracting, monitoring, auditing, submitting required reports invoicing, and providing liaison services and technical assistance to County and Service Providers.
- 2.64 MOCK INTERVIEWS** - Practice job interviews completed by participants and recorded through web-cams to capture video and provide instant feedback.
- 2.65 MONTHLY MANAGEMENT REPORT (MMR)** - A group of reports (GAIN/GROW/NON-CALWORKS/Refugee Employment and Acculturation Services (REAS)) provided monthly to GAIN/GROW Program with a copy to the CCA by the Contractor's Contract Manager. The MMR provides details of the Contract services performed in a given month. Format and content of the MMR must be approved by GAIN Program Manager.
- 2.66 OCCUPATIONAL EMPLOYMENT STATISTICS (OES)** - An occupational classification system based on annual surveys conducted by the Department of Labor.

2.67 ORIENTATION - The first activity in the County of Los Angeles' WTW Program. This one-day activity provides an overview of the GAIN/NON-CALWORKS program and services in the morning and the afternoon is devoted to motivational training.

2.68 PART-TIME EMPLOYMENT - Working a minimum of 20 hours and less than 30 hours per week for a single parent household with a child six years old or older, working a minimum of 20 hours and less than 32 hours per week for a single or married non-CalWORKs RCA adult, or working a minimum of 20 hours and less than 35 hours per week for a two-parent household, in a job for wages which would at least equate to the Federal minimum wage or to the State minimum wage, whichever is higher.

2.69 PERFORMANCE REQUIREMENTS SUMMARY (PRS) – The document furnished by County (Exhibit A, Statement of Work, Technical Exhibit 1), which identifies and summarizes the key performance indicators of this Contract. County will use Exhibit A, Statement of Work, and PRS, Exhibit 1, in evaluating Contractor to ensure that the Contract performance standards are met.

2.70 POST-EMPLOYMENT SERVICES (PES) - Work-related supportive services are available to part-time and full-time working GAIN/REP participants as long as they are CalWORKs aided and based upon available funding. Limited services are available in certain circumstances once a GAIN/Refugee Employment Program (REP) participant is no longer CalWORKs aided.

The goal of PES services is to provide GAIN/REP participants with information and services to enable them to retain unsubsidized employment, improve career potential, and achieve economic self-sufficiency at a living wage prior to exhausting their 48-month CalWORKs time limit. Participants volunteering for PES may have a career assessment completed.

2.71 QUALITY ASSURANCE MONITORING PLAN (QAMP) - The plan developed by County, specifically for this Contract, to monitor compliance with the Contract. The elements of the plan are listed in the Performance Requirements Summary.

2.72 QUALITY CONTROL PROGRAM - All necessary measures taken by Contractor to assure that the quality of services will meet Contract requirements regarding timeliness, accuracy,

appearances, completeness, consistency, and conformity.

- 2.73 REFUGEE CASE MANAGER (RCM)** - A Contracted employee who directly provides case management services to GAIN/REP WTW participants.
- 2.74 REFUGEE CASH ASSISTANCE (RCA) PARTICIPANTS** - A cash benefit, limited to eight months, for refugees who are single adults or families without children. RCA participants are refugees who are receiving RCA benefits and participating in the REP.
- 2.75 REFUGEE EMPLOYMENT PROGRAM (REP)** - An employment services program for eligible refugees, designed to help refugee participants who are aided through public assistance, as well as some non-aided refugee participants. The goal is to assist in finding employment that will ultimately lead to self-sufficiency. REP services, which include community outreach, case management, employment, training, and placement services are offered to refugees who have been in the United States less than five years. REP services assist refugee participants in adjusting and adapting to the American workplace, learning English, securing employment, and ultimately achieving self-sufficiency to avoid dependence on welfare. REP services are currently provided via the REAS contract.
- 2.76 RESOURCE AND REFERRAL/ALTERNATIVE PAYMENT PROGRAM (R&R/APP) PROVIDERS** - The ten (10) Resource & Referral/Alternate Payment Provider (R&R/APP) agencies with staff co-located at each GAIN Regional Office. R&R/APP staff provide information to GAIN participants on child care eligibility, payment processing, and referrals to available licensed child care during the GAIN Orientation segment of Job Club.
- 2.77 SCREENING** - The first step towards identifying individuals with suspected Learning Disabilities. It involves the use of a recognized and validated Learning Disabilities screening tool administered by the GAIN Services Worker. All participants who receive a score on the screening tool that indicates a possible Learning Disability will be referred for further Evaluation and /or Diagnosis.
- 2.78 SELF-SUFFICIENCY** - A level at which GAIN participants have the skill and ability to be economically independent and have obtained a steady source of income that removes the need for welfare assistance.

- 2.79 SEMI-ANNUAL ELIGIBILITY INCOME REPORT (SAR 7) FORM -**
An income/eligibility report submitted once every six months. Eligibility and benefits for a six-month period are based on information reported and substantiated on the SAR 7 form.
- 2.80 SERVICE PROVISION PLAN -** The plan developed by Contractor and approved by County to provide Management services, Vocational/Career Assessment services, Learning Disabilities Evaluation services, and Learning Disabilities Diagnosis services.
- 2.81 SHORT-TERM TRAINING -** Specialized classes for WTW participants based on the demand occupations in the current labor market.
- 2.82 SPECIALIZED SUPPORTIVE SERVICES -** Services available to GAIN participants, which provide assistance with Mental Health, Substance Use Disorder, and Domestic Violence counseling, to help them overcome these barriers interfering with their ability to participate in work readiness activities and attain self-sufficiency.
- 2.83 SPECIFIC VOCATIONAL PREPARATION -** The amount of time required by the typical worker in a particular occupation to learn the techniques, acquire the knowledge and develop the skills needed for average performance in a specific job.
- 2.84 STANDARD -** A minimum requirement set by the County for the Contractor to perform a service or activity.
- 2.85 SUBSIDIZED EMPLOYMENT -** Employment in which a participant receives job skills training while working for a private, for-profit, or non-profit employer, and the employer receives partial or full reimbursement from the County.
- 2.86 SUPERVISED JOB SEARCH -** An organized method of seeking work which may include: accessing the phone banks, job orders, and direct referrals to employers in a clean and well-lighted place, which is overseen, reviewed, and critiqued by a person who has been trained or has experience as an employment counselor.
- 2.87 SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA)**
The individual designated by County with authority to act as outlined below in Section 6.0, Administration of Contract - County, Subsection 6.1.
- 2.88 SUPPORTIVE SERVICES -** Services available to GAIN participants to enable them to participate in GAIN activities or to obtain/retain

employment. Supportive Services includes assistance with transportation, child care and ancillary expenses. This may also include child care-related transportation expenses for the participant and his/her children.

- 2.89 TARGETED JOB TAX CREDIT** - A wage subsidy in the form of a tax credit given to employers who hire new, eligible GAIN participants.
- 2.90 TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)** - A federal welfare reform program which provides time-limited assistance to needy families and assists them to transition from WTW. TANF is known in California as CalWORKs.
- 2.91 UNSUPERVISED JOB SEARCH** - An activity in which the GAIN participant independently seeks employment and is required to make periodic progress reports.
- 2.92 VOCATIONAL ASSESSMENT SERVICES** - A comprehensive evaluation process consisting of a variety of formal and informal vocational assessment procedures which generate information useful for career guidance and planning of job training and placements for GAIN/GROW participants.

Vocational Assessment: It is the third component in the GAIN Flow. It is the process by which a professional assessor develops an individualized employment plan intended to lead a participant to employment based on the evaluation of the participant's existing skills, education, level, employment goals, vocational assessment test results and local labor market information.

Career Assessment: An assessment specifically tailored for GAIN participants working 20/30/35 hours per week or CalWORKs participants who have left cash assistance within the previous 12 month period due to earnings or employment and who have volunteered to receive post-employment services. Career assessment is also tailored for time-limited employable GROW participants who are single adults. During this activity, a career plan is developed to assist participants retain their current job or to help them advance within their chosen occupation with the ultimate goal of achieving self-sufficiency.

Clinical Assessment: A professional evaluation of a participant's mental health or emotional problems that may limit or preclude successful participation in a WTW plan.

Full Assessment: A full assessment is a one-and-a-half-day activity (no less than eight (8) hours and not more than twelve (12) hours) by which all tests need to be completed. The participant and a professional assessor develops and agree on an individualized employment plan which may lead a participant to employment based on the evaluation of the participant's existing skills, education level, employment goals, vocational assessment test results and local labor market information. Full assessments are conducted during Vocational and Career Assessments.

Partial Assessment: A partial assessment is an incomplete assessment due to minimal gathering of specific information and/or partial testing. The partial assessment shall include at minimum the following: vocational interview, interest inventories (a minimum of one), structure observation and behavior checklist, multi-aptitude test batteries (a minimum of one), work samples (optional). Partial assessments earn half the cost of a full assessment.

Reassessment: An assessment conducted by a professional assessor when a GAIN participant remains unemployed after he/she completes his/her WTW employment plan or when special circumstances that were not identified during the original assessment process preclude the participant from completing the employment plan activities.

- 2.93 VOCATIONAL ASSESSMENT SERVICE PROVIDER** - A private or public vendor providing Vocational Assessment services directly to GAIN/GROW/REP participants. Providers will have a Subcontract with Contractor. These vendors will be added to the inventory of service providers by Contractor.
- 2.94 WAGE RATE** - The average initial (entry level) hourly wage paid for all GAIN/GROW/REP participants who enter employment in a given month.
- 2.95 WELFARE FRAUD** - The willful and criminal deception intended to obtain funds from the County. The most common type of welfare fraud is the GAIN participant's failure to report his/her income. This includes earnings from employment and unearned income, e.g., child support, unemployment benefits, disability benefits, etc.

- 2.96 WELFARE-TO-WORK (WTW) ACTIVITY** - The series of components that make up the WTW/GAIN Program. Components include but are not limited to: Orientation/Appraisal, Self-Initiated Program, Job Club/Job Search, Vocational Assessment, Post Assessment Activities, and Post Employment.
- 2.97 WELFARE-TO-WORK 24-MONTH TIME CLOCK** - The time period that allows participants more options on activities without core requirements to help them remove barriers to employment and become self-sufficient. However, the 24-Month Time Clock does not add time to a participant CalWORKs 48-Month Time Clock. Once participants reach their WTW 24-Month Time Clock, if they have time remaining on their CalWORKs 48-month time limit, they are required to meet federal work participation requirements in order for the adult(s) to continue receiving cash aid unless granted an extension.
- 2.98 “WORK FIRST” MESSAGE** - WTW program focus on moving GAIN participants rapidly into jobs.
- 2.99 WORK PARTICIPATION HOURS** - The hourly requirements needed to meet State and federal WTW participation are:
- | | |
|--|---------------|
| Single Parent with child under six years old: | 20 hours/week |
| Single Parent with no child under six years old: | 30 hours/week |
| Two parent household: | 35 hours/week |
| RCA participants: | 32 hours/week |
- 2.100 WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)**
 A law signed on July 22, 2014 and took effect on July 1, 2015. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy.
- WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. WIOA help tens of millions of job seekers and workers to connect to good jobs and acquire the skills and credentials needed to obtain them. The enactment of WIOA provides opportunity for reforms to ensure the AJCC system is job-driven—responding to the needs of employers and preparing workers for jobs that are available now and in the future.

2.101 WORKFORCE PREPARATION SEGMENT - The first segment of Job Club services provided the first week which follows the one-day Orientation Activity, to focus on pre-employment skills. This segment is conducted in a group activity and uses a classroom format.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall be three (3) years. The Contract shall commence on July 1, 2018, or upon execution by the Department Head or his/her designee, whichever is later, and shall continue through June 30, 2021, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 The Contractor shall notify County through DPSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Exhibit D - County's Administration.

5.0 CONTRACT SUM

5.1 MAXIMUM CONTRACT AMOUNT

5.1.1 The maximum contract amount for the three-year term of July 1, 2018 through June 30, 2021 is \$85,793,696.

5.1.2 Each Fiscal Year is subject to the following maximum amounts:

Fiscal Year 2018-19: \$28,243,371
 Fiscal Year 2019-20: \$28,668,209
 Fiscal Year 2020-21: \$28,882,116

5.1.3 Compensation to Contractor is allocated to Job Club, Short-Term Training, GAIN Vocational Assessment Direct Services, Learning Disability Evaluation Services, CalWORKs REAS Vocational Assessment Direct Services, RCA REAS Vocational Assessment Direct Services, GROW Vocational Assessment Direct Services, Vocational Assessment Management Services and GROW Vocational Assessment Management Services as follows:

Service	Annual Budget Amounts			
	FY 18-19	FY 19-20	FY 20-21	3-Year Max
1. Job Club				
GAIN JRCP	\$18,407,841	\$18,828,177	\$19,037,508	\$56,273,526
REAS (CalWORKs)	\$389,248	\$393,750	\$398,326	\$1,181,324
REAS (Non-CalWORKs)	\$75,000	\$75,000	\$75,000	\$225,000
2. Short-Term Training	\$1,904,400	\$1,904,400	\$1,904,400	\$5,713,200
3. GAIN Vocational Assessment Direct Services	\$5,020,900	\$5,020,900	\$5,020,900	\$15,062,700
4. GAIN Learning Disability Evaluation Services	\$194,376	\$194,376	\$194,376	\$583,128
5. CalWORKs REAS Vocational Assessment Direct Services Costs	\$180,041	\$180,041	\$180,041	\$540,123

6. RCA REAS Vocational Assessment Direct Services Costs	\$252,690	\$252,690	\$252,690	\$758,070
7. GROW Vocational Assessment Direct Services Costs	\$465,400	\$465,400	\$465,400	\$1,396,200
8. GAIN and REAS Vocational Assessment Management Services	\$1,221,391	\$1,221,391	\$1,221,391	\$3,664,173
9. GROW Vocational Assessment Management Services	\$132,084	\$132,084	\$132,084	\$396,252
Annual Maximum	\$28,243,371	\$28,668,209	\$28,882,116	\$85,793,696
Total Contract Maximum Amount				\$85,793,696

5.1.3 (a) In the event County determines that based on the GAIN participant caseload, the number of Job Club class sessions described in Exhibit A, Statement of Work, shall be reduced, the Contract Budget, Exhibit B, shall be reduced accordingly. A Contract Amendment shall be executed to reduce the Contract Maximum and the annual maximum(s).

5.1.3 (b) The contract amounts for Job Club REAS Non-CalWORKs and Vocational Assessment RCA REAS are conditioned on the continuing availability of Refugee Social Services and Targeted Assistance funds. Future funding will be contingent upon the availability of funds subsequent to the release of the State allocation and may be subsequently adjusted based on that allocation.

5.1.3 (c) Direct Services Costs

Direct Services Costs for GAIN/GROW/REP participants are caseload driven; therefore, there is no maximum amount for these services.

Contractor's maximum amount for Management Services is based on Contractor's budget as specified in Exhibit B-Contractor's Budget for Vocational Assessment services.

5.1.3 (d) Supplemental Nutrition Assistance Program (SNAP) otherwise known as CalFresh Employment and Training (CFET) funds are used to partially fund the GROW portion of Vocational Assessment for GROW participants. To maintain the integrity of the Federal Fiscal Year (FFY), only costs incurred from October 1st through September 30th of each FFY, will be reimbursed for this period based on the contract budget, Exhibit B - Contractor Budget for GAIN//GROW/REP Vocational Assessment services.

5.1.4 Contract expenditures that exceed the maximum amount or the annual maximum shall not be reimbursed by County and shall become the fiscal responsibility of Contractor.

5.1.5 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75% of the annual contract amount. Upon occurrence of this event, the Contractor shall send written notification to DPSS CCA at the address herein provided in Exhibit D – County's Administration.

5.2 WRITTEN APPROVAL FOR REIMBURSEMENT

5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract,

delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

5.3 NON-PAYMENT OF SERVICES

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION – TERMINATION OF CONTRACT

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 GAIN JOB READINESS AND CAREER PLANNING SERVICES INVOICES AND PAYMENTS

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A-1 - Statement of Work and elsewhere hereunder and as provided in Exhibit B, Contractor's Budget. Contractor shall be compensated based on the actual cost for all aspects of the GAIN Job Readiness and Career Planning Services requirements.

5.5.2 The Contractor shall prepare and submit to the CCA on a monthly basis, a complete and accurate original invoice for

JRCP (Exhibit A-1, Statement of Work, Exhibit K-1, K-2, K-3, and K-4, Sample Monthly Invoices). Invoices are to be submitted no later than thirty (30) calendar days after the month of services rendered or payment may be delayed. Each invoice shall be supported by back-up documentation to validate the invoice amount. The documentation shall include, but not be limited to, the following:

5.5.2.1 Administrative costs and direct-support services costs, separately identified for each service type, e.g., Orientation and Job Club.

5.5.2.2 Personnel expenditures for each service type itemized by pay classification, e.g., certificated salaries, classified salaries, etc.

5.5.2.3 Contract expenditures not listed above per Subparagraph 5.5.2.1 and 5.5.2.2 shall be listed separately, e.g., fringe benefits, supplies, equipment, rent, insurance, and any other information found necessary by Contractor or County.

5.5.3 Contractor shall prepare and submit for JRCP, on a monthly basis, a total of four invoices: one invoice to report the costs for Orientation and GAIN Job Club Services (Reference Exhibit K-1, Sample Monthly Invoice Format), the second invoice to report the costs of the Refugee Employment and Acculturation Services – CalWORKs (Reference Exhibit K-2; Sample Monthly Invoice Format), the third invoice to report the costs of the Refugee Employment and Acculturation Services – Non-CalWORKs (Reference Exhibit K-3; Sample Monthly Invoice Format), and the fourth to report the costs of Short-Term Training (Reference Exhibit K-4; Sample Monthly Invoice Format), in an original to the CCA.

5.5.4 Monthly invoices for JRCP are to be submitted within 20 calendar days after the end of the month in which services were provided or payment may be delayed. Each invoice shall be supported by back-up documentation to validate the invoice amount. The documentation shall include, but may not be limited to the Monthly Management Report.

5.5.5 The County will review and authorize payment of the invoice as soon as possible after receipt. The County will make a reasonable effort to effect payment to the Contractor within 30 calendar days from receipt of an invoice which is

accurate and complete as to form and content. The Contractor shall invoice and the County shall authorize payment only for services completed during the invoice month. For invoicing purposes, Contractor shall clearly identify services as Job Readiness and Career Planning and Vocational Assessment services.

5.5.6 Contractor shall submit the invoice to the CCA listed in Exhibit D.

5.6 GAIN/GROW/REP VOCATIONAL ASSESSMENT SERVICES INVOICES AND PAYMENTS

5.6.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A-2 - Statement of Work and elsewhere hereunder and as provided in Exhibit B-Contractor's Budget. The Contractor shall be paid only for the tasks, deliverables, good, services and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

5.6.2 The Contractor's invoices shall be based on the actual cost in accordance with Exhibit B-Contractor's Budget.

5.6.3 The Contractor's invoices shall contain the information set forth in Exhibit A-2 - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.6.4 Approval for payment will not be unreasonably withheld, and in no instance will such an approval take more than two (2) weeks from receipt of complete and accurate invoices by the County.

5.6.5 Management Services are reimbursed based on actual costs to the County no later than 20 calendar days after the month service was rendered, using Sample Invoice Format in Exhibit K10-K11 – Management Services Sample Monthly Invoice.

5.6.6 County shall compensate Contractor for performing Direct Services hereunder, based on actual assessments/ evaluations completed. Direct Services Costs are based on a fixed unit price which is caseload driven. Caseloads are determined by County and are governed by the level of available GAIN/GROW/REP funding.

- 5.6.6.1** Contractor shall invoice the County on a monthly basis for Direct Services. Invoice shall be similar to Exhibits K-5-K9 –Vocational Assessment Direct Services Sample Monthly Invoice Format and shall indicate the costs attributed to services for GAIN/GROW/REP participants separately along with County approved supporting documentation.
- 5.6.6.2** Contractor shall prepare and submit the monthly invoice each in an original and one (1) copy, to the CCA. Monthly invoices are due by the twentieth (20th) calendar day of the month after the end of the month in which services were provided.
- 5.6.6.3** Payment to the Contractor shall be only upon written approval of the invoice by the CCA or his/her designated representative. Contractor shall submit the invoice to the attention of the CCA listed in Exhibit D.
- 5.6.7** County shall compensate Contractor for performing Management Services hereunder, for allowable net costs incurred by Contractor in accordance with actual costs not to exceed the Maximum Amount or the annual maximum as specified in Subsection 5.1 - Maximum Contract Amount.
- 5.6.7.1** The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A-2 - Statement of Work and elsewhere hereunder and as provided in Exhibit B, Contractor's Budget. Contractor shall be compensated based on the actual cost for all aspects of Management Services specified in Subsection 5.6.
- 5.6.7.2** Invoice shall be similar to Exhibit K-10 and K-11 Management Services Sample Monthly Invoice Format and shall indicate the costs attributed to services for GAIN/GROW/REP participants separately along with County approved supporting documentation.
- 5.6.7.3** Contractor shall provide to the County a listing of GROW participants served each month by the tenth calendar day of the month after the end of

the month in which services were provided. The report shall be similar to Exhibit V - Sample Employment and Training Participant List.

- 5.6.7.4** Payment to the Contractor shall be only upon written approval of the invoice by the CCA or his/her designated representative. Contractor shall submit the invoice to the attention of the CCA listed in Exhibit D.
- 5.6.7.5** County shall review and authorize payment of an accurate invoice and will make a reasonable effort to effect payment to Contractor within thirty (30) calendar days from receipt of an invoice which is accurate as to form and content.
- 5.6.7.6** Prior to receiving final payment hereunder, Contractor shall submit a signed, written release discharging County, its officers and employees, from all liabilities, obligations, and claims arising out of Contractor's performance, under the Contract, except for any claims specifically described in detail in such release.
- 5.6.7.7** County may delay the last payment due hereunder until six (6) months after the termination of the Contract. Contractor shall be liable for payment on 30 calendar days written notice of any offset authorized by the Contract not deducted from any payment made by the County to Contractor.
- 5.6.7.8** County shall have no requirement for payment other than as set forth in this Contract.
- 5.6.7.9** The County shall not be liable for billings submitted one year after the date services were provided.
- 5.6.8** Contractor shall compensate Subcontractors (Assessors) directly for performing GAIN/GROW/REP Vocational Assessments services hereunder, for costs incurred in accordance with the Subcontracts, based on the fixed unit price specified below:

5.6.8.1 The Subcontractors shall be paid \$325 per Full Assessment completed. An assessment is considered completed when it results in the development of an employment plan.

5.6.8.2 The Subcontractors shall be paid \$162.50 per Partial Assessment and reassessment completed. An assessment is considered partial when a Full Assessment is not completed due to minimal gathering of specific information and/or testing. Third-Party assessment is considered a Partial Assessment.

5.6.8.3 Compensation for GAIN/GROW/REP Vocational Assessments shall be requested and processed as follows:

a) Upon completion of the Vocational Assessment for GAIN/GROW/REP participants, Subcontractors shall E-Mail and provide a hard copy of the Employment Plans to the case-carrying GSWs, GROW Case Manager or RCMs or GAIN Contracted Case Managers (CCMs) with a copy to the GAIN/GROW or REP Regional Vocational Assessment Liaison within five (5) workdays.

b) An invoice to Subcontractors will be generated by LACOE's computer system. Subcontractors shall validate and return completed invoices within 15 calendar days of receipt to:

**LACOE GAIN/GROW
Vocational Assessment Unit ECE 400
9300 Imperial Highway
Downey, CA 90242-2890**

c) In the event that an invoice is returned to the Subcontractors for correction, Subcontractors shall return the corrected invoice to the LACOE within 10 calendar days.

5.6.9 LACOE shall compensate Subcontractors directly for performing LD Evaluations for GAIN and CaWORKs REP participants based on the fixed prices specified below:

5.6.9.1 The Subcontractors shall be paid \$700 per LD Evaluation completed.

5.6.9.2 The Subcontractor shall be paid \$350 per Partially Completed LD Evaluation, to be defined as follows: if the participant completes at least two (2) tests, the initial interview and the orientation during the first (1st) day, the Subcontractor will be paid a partial LD completion fee of \$350.

5.6.9.3 Compensation for LD Evaluations shall be requested and processed as follows:

a) Upon completion of the LD Evaluation, the subcontractor will provide a copy of the evaluation and employment plan to the case-carrying GSW, Contracted Case Manager or RCM with a cc to the GAIN or REP Regional LD Evaluations liaison within five (5) workdays.

b) When it is technologically possible and upon the request and approval of the County GAIN Program LD Liaison, subcontractors may be requested to update the results of LD Evaluations directly into the LRS system or CalACES upon completion of the evaluation and email/provide a hard copy of the employment plan to the case-carrying GSW, Contracted Case Manager or RCM with a cc to the GAIN or REP Regional LD Evaluations liaison within 5 workdays.

c) An invoice to Subcontractors will be generated by LACOE's system. Subcontractors shall validate and return completed invoices within fifteen (15) calendar days of receipt to:

**LACOE GAIN/GROW
Vocational Assessment Unit-ECE 400
9300 Imperial Highway
Downey, CA 90242-2890**

- d) In the event that an invoice is returned to the Subcontractors for correction, Subcontractors shall return the corrected invoice to the LACOE within 10 calendar days.

5.6.10 Subcontractors shall provide to Contractor a monthly written reconciliation of direct services provided to invoices received and payments received as follows:

Any unpaid claims submitted after the deadline will not be accepted unless supporting documentation is provided which justifies the delay.

5.6.10.1 Subcontractors shall reconcile their invoices to the services provided monthly and shall use the format created by Contractor and approved by County to submit claims for any unpaid services provided during a report month to Contractor for review by the end of the following month. Example: If the report month is January Subcontractors shall send all unpaid claims for January to Contractor by February 28. All unpaid claims have to be listed by Participant Name in alphabetical order, by GAIN/GROW/REP Region/Office and by Subcontractor.

5.6.10.2 Upon receipt of the Subcontractors' claims, Contractor shall review the invoices and submit payment to the Subcontractors.

5.6.11 **Contractor** shall advise County in writing of any substantive deviations or reallocation of line item costs from Contractor's Budget. Contractor may, with County's approval, reallocate funds among each of the major cost categories, excluding the Direct Services Costs, listed in Exhibit B- Contractor's Budget and Employee Benefits, to a maximum of 15 percent of each part, not to exceed the total Contract amount. Reallocation of funds by Contractor by more than 15 percent

between the major cost categories requires written approval of the Director or designee.

5.6.12 County's Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the CCA prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval.

5.6.12.1 The County may delay the last payment due hereunder up to six (6) months after the termination of the Contract. The Contractor shall be liable for payment on 30 days written notice of any offset authorized by the County not deducted from any payment made by the County to the Contractor.

5.6.12.2 Prior to receiving final payment hereunder, the Contractor shall submit a signed, written release discharging the County, its officers, and employees from all liabilities, obligations, and claims arising out of or under this Contract, except for any claims specifically described in detail in such release.

5.6.12.3 Contract Invoicing System

Should County implement a Contract Invoicing System for services under this contract, Contractor shall create and submit electronic invoices as instructed.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all County Administration referenced in the following Subsections is designated in Exhibit D - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Contract Director

Responsibilities of the County's Contract Director include:

- Ensuring that the objectives of this Contract are met; and
- Providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 Supervising County Contract Administrator (SCCA)

County shall designate one person who will have the authority to act as the SCCA on all matters pertaining to this Contract. Responsibilities of the SCCA or alternate include:

- Overseeing the overall management and coordination of the operations of this Contract; and
- Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator, who is described in Subsection 6.3.

The SCCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County Contract Administrator (CCA)

The CCA is responsible for overseeing the day-to-day administration of this Contract. The responsibilities of the CCA include:

- Ensuring that the objectives of this Contract are met.
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.
- Meeting with the Contractor's Manager on a regular basis or as deemed necessary; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.
- Informing Contractor of the name, address, telephone number and e-mail address of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.

The CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County Contract Program Manager (CCPM)

The responsibilities of the CCPM include:

- Providing direction to Contractor in the areas of County policy and program requirements;
- Meeting with Contractor's Contract Manager on a regular or as-needed basis;

The CCPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.5 County Contract Program Monitor (CPM)

The CPM is responsible for overseeing the day-to-day administration of this Contract. The CPM reports to the CCA.

The CPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor Manager

7.1.1 Contractor Manager is designated in Exhibit E – Contractor's Administration for GAIN Job Readiness & Career Planning Services and Exhibit E-1 – Contractor's Administration for GAIN/GROW/REP Vocational Assessment Services.

7.1.2 The Contractor Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's CCA and County's CPM on a regular basis.

Specifically, the Contractor Manager, or his/her alternate, shall:

- a. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.

- b. Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays, and on Saturdays, as required.
- c. Be able to read, write, speak, and understand English.
- d. Have passed a background check conducted by Contractor including Criminal Convictions, Welfare Fraud, and Employment History.
- e. Possess the education, skills and experience levels as described in Contractor Manager's Job Description contained in this Exhibit A Statement of Work, Technical Exhibit 13.

7.2 APPROVAL OF CONTRACTOR'S STAFF

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor Manager.

7.2.1 The Contractor Manager and any alternate shall be identified in writing prior to the Contract start date and at any time thereafter a change of Contractor Manager is made.

7.2.2 The Contractor Manager is not authorized to make any changes in the Terms and Conditions of the Contract and is not authorized to obligate Contractor to DPSS in any way whatsoever.

7.2.3 The Contractor shall provide staff with background, experience and expertise to provide the services required in the Statement of Work.

All Contractor staff are expected to exhibit professional behavior at all times while performing services under this Contract. Failure to do so is grounds for County to request Contractor to immediately remove such staff from working on this Contract.

7.3 CONTRACTOR'S STAFF IDENTIFICATION

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 BACKGROUND AND SECURITY INVESTIGATIONS

7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract.

7.4.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.3 Disqualification of any member of Contractor's staff pursuant to this Subsection 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 CONFIDENTIALITY

7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.5.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this section, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subsection 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3** Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4** Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit F1.
- 7.5.5** Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement," Exhibit F2.
- 7.5.6** Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement," Exhibit F3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1** For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the DPSS Director or his/her designee.
- 8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director or his/her designee.
- 8.1.3** The DPSS Director or his/her designee, or Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director or his/her designee.
- 8.1.4** For any change which does not materially affect the scope of work, or any other term or condition included in this Contract, a Change Notice shall be prepared and signed by the County Contract Director and the Contractor.
- 8.1.5** The DPSS Director, or his/her designee, may prepare and sign Amendments to the Contract without further action by the County Board of Supervisors under the following conditions:
- 8.1.5.1** Amendments shall be in compliance with applicable County, State, and federal regulations.
 - 8.1.5.2** The DPSS Director, or his/her designee, may without further action by County's Board of Supervisors prepare and sign Amendments to

this Contract to update terms to reflect current County, State or federal regulations or policies; and/or to increase or decrease the Maximum Contract Amount of no more than 10 % which is commensurate with an increase or decrease in the services being provided under this Contract.

8.1.5.3 The DPSS Director, or his/her designee, shall obtain the approval of County Counsel for an Amendment to this Contract.

8.1.5.4 The County Board of Supervisors and the State of California have appropriated sufficient funds.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this

Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or

without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

8.3 AUTHORIZATION WARRANTY

The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints. Contractor shall report to the County incidents as follows:

- 1)** Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.

- 2) Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- 3) Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the CCA.
- 4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Contract.

8.5.1 Within 15 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the CCD of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the CCD within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required

thereby to be included in this Contract are hereby incorporated herein by reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. CDSS Manual of Policies and Procedures
3. CDSS Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (42 U.S.C. 7401-7671q)
7. Federal Water Pollution Control Act (33 U.S.C. 1251-1387) as amended
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}
10. Various State regulations and releases listed on several attached Exhibits

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting, and other expert consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subsection 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation,

County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

8.7.1 The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The contractor shall comply with Exhibit C - Contractor's EEO Certification and Exhibit I, Contractor's Non-Discrimination In-Service Statement.

8.7.2 In addition, Contractor shall abide by all provisions contained in the Civil Rights Training handbook. The Civil Rights Training Handbook incorporates the Civil Rights requirements and other mandated federal and State requirements that must be adhered to by DPSS, its Contractors and subcontractors. They include, but are not limited to the following:

1. Ensuring that public contact staff performing work under this Contract, attends the mandatory DPSS-provided Civil Rights training.
2. Effectively identifying the CalWORKs Participant's designated/preferred language. This can be accomplished by using the DPSS Language Designation form (PA 481) or similar form the Contractor already has in place. See Attachment P. (Note: Similar forms that the Contractor uses must be forwarded to CMD for clearance).
3. Ensuring that notices sent to CalWORKs Participants are in their respective designated/preferred language.

4. Providing interpreters so that DPSS can ensure meaningful access to services for all CalWORKs Participants.
5. Maintaining records that include any Civil Rights related correspondence pertaining to CalWORKs Participants.
6. Ensuring that all complaints of discriminatory treatment, including alleged Americans with Disabilities Act (ADA) violations, are listed on an internal complaint log.
7. Collecting data necessary to monitor compliance with Civil Rights requirements.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit G and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deducts from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an

aggregate sum of fifty thousand dollars (\$50,000) or more in any 12 month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12 month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST

Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract. However, Contractor is only bound by this Subsection 8.10 to the extent that this Subsection 8.10 does not contradict State law, a preexisting Collective Bargaining Agreement, or Contractor's Personnel Commission requirements.

8.11 CONSIDERATION OF HIRING GAIN-GROW PARTICIPANTS

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the

contractor shall give consideration for any such employment openings to participants in the County's GAIN Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov and bservices@WDACS.lacounty.gov and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority. However, Contractor is only bound by this Subsection 8.11 to the extent that this Subsection 8.11 does not contradict State law, a preexisting Collective Bargaining Agreement, or Contractor's Personnel Commission requirements.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

8.12.3 Non-responsible contractor

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of

Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

8.12.4.6 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or

terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit H, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the contractor's duty under this Contract to comply with all applicable provisions of law, the contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California

Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the contractor or employees or agents of the contractor. Such repairs shall be made immediately after the contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from

all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subsection 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this

Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this section, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

8.22.3 The contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the contractor and not employees of the County. The contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the contractor pursuant to this Contract.

8.22.4 The contractor shall adhere to the provisions stated in Subsection 7.5 (Confidentiality).

8.23 INDEMNIFICATION

The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

8.24.1 Without limiting contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subsections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to

protect the contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than 10 days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or subcontractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to the attention of the CCA listed in Exhibit D.

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for non-payment of premium and 30 days in

advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services

Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.24.16 Compensation for County Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.25 INSURANCE COVERAGE

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising

out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability

insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days advance written notice of cancellation of this coverage provision. If applicable to contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million (\$2,000,000) per claim and two million (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.25.4.2 Professional Liability-Errors and Omissions

Insurance covering contractor's liability arising from or related to this Contract, with limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. Further, contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.25.4.3 Privacy/Network Security (Cyber) Liability

Insurance coverage providing protection against liability for: (1) privacy breaches, [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; and (5) unauthorized access to or use of computer systems with limits of not less than \$10 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.25.4.4 Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.25.4.5 Crime Coverage

A Fidelity Bond or Crime Insurance policy with limits of not less than \$25,000 per occurrence. Such coverage shall protect against all loss of

money, securities, or other valuable property entrusted by County to contractor, and apply to all of contractor's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

8.26 Liquidated Damages

8.26.1 If, in the judgment of the Department Head, or his/her designee, the contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the contractor from the County, will be forwarded to the contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the contractor to correct the deficiency within specified time frames. Should the contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

- (a) Deduct from the contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is

specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A, Technical Exhibit 1, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the contractor to recover the County cost due to the failure of the contractor to complete or comply with the provisions of this Contract.

8.26.4 This section shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the contractor's prices decline, or should the contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.

- 8.28.2** The contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.
- 8.28.3** The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Subsection 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal

Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the contractor. This Contract shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The contractor shall bring to the attention of the County Contract Administrator and/or County Contract Director any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County Contract Administrator or County Contract Director is not able to resolve the dispute, the DPSS Director or his/her designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit H, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D - County's Administration and E - Contractor's Administration. Addresses may be changed by either party giving 10 days prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records

Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked “trade secret”, “confidential”, or “proprietary”, the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney’s fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor’s need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this Contract within the following conditions:

8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County’s Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Subsection 8.37 (Publicity) shall apply.

8.38 RECORD RETENTION AND INSPECTION – AUDIT SETTELEMENT

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) in Paragraph 8.38.3. Failure on the part of the contractor to comply with any of the provisions of this Subsection 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

- 8.40.3** The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4** The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The County's Contract Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7** The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to the CCA listed on Exhibit D.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the contractor to maintain compliance with the requirements set forth in Subsection 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety

(90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Subsection 8.38, Record Retention and Inspection-Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract;
or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Subsection 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Subsection 8.43 (Termination for Default) or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Subsection 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Subsection 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the contractor or any County Lobbyist or County Lobbying firm retained by the contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County

shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subsection 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless contractor qualifies for an exemption or exclusion, contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of contractor to maintain compliance with the requirements set forth in Subsection 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.55 Compliance with Fair Chance Employment Standards

8.57.1 Proposer shall comply with fair chance employment hiring standards set forth in Assembly Bill Number 1008 Employment Discrimination: Conviction History (AB-1008).

8.57.2 The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the fair chance employment hiring standards set forth in Assembly Bill Number 1008 Employment Discrimination: Conviction History (AB-1008).

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts.

By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Contract Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

9.2 CHILD/ELDER ABUSE/FRAUD REPORTING

Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5. Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

9.3 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit Q, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.4 DATA DESTRUCTION

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and

Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.5 DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE PROGRAM

9.5.1 This Contract is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.5.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.5.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.5.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which

knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this contract, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.6 FISCAL ACCOUNTABILITY

Fiscal Policies/Procedures

The Contractor shall be required to adhere to strict fiscal and accounting standards and must comply with Title 2 of the Code of Federal Regulations Part 200 (2 CFR 200 et seq.) and related OMB Guidance.

9.7 LOCAL SMALL BUSINESS ENTERPRISE (LSBE) PREFERENCE PROGRAM

9.7.1 This Contract is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.7.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or

retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.7.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.7.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

9.8 OWNERSHIP OF MATERIALS, SOFTWARE, AND COPYRIGHT

9.8.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents

necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.8.2** During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.8.3** Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.8.4** The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.8.5** Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Paragraph 9.8.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.8.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.8.6** All the rights and obligations of this Subsection 9.3 shall survive the expiration or termination of this Contract.

9.9 PATENT, COPYRIGHT, AND TRADE SECRET INDEMNIFICATION

9.9.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.9.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.9.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.10 SHRED DOCUMENTS

Contractor shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when Contractor

disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Subsection 8.38 - Record Retention & Inspection/Audit Settlement of this Contract are to be maintained for a period of five (5) years.

9.11 SOCIAL ENTERPRISE (SE) PREFERENCE PROGRAM

9.11.1 This Contract is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.11.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.11.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.11.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, Contractor shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of

Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services thereof, on the dates indicated below.

COUNTY OF LOS ANGELES

By _____ Date _____
Antonia Jiménez, Acting Director
Department of Public Social Services

CONTRACTOR'S NAME:

By _____ Date _____
Patricia Smith
Executive Director
Business and Finance

APPROVED AS TO FORM:

Mary Wickham

COUNTY COUNSEL

By _____ Date _____
Melinda White-Svec
Deputy County Counsel

EXHIBIT A-1
STATEMENT OF WORK

EXHIBIT A-1

GAIN JRCP STATEMENT OF WORK

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TECHNICAL EXHIBIT

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- Technical Exhibit 9 – LACOE (GAIN) CalWORKs Job Club Sites**
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- Technical Exhibit 11 – Service Provider Referral GN 6006**
- Technical Exhibit 12 – Notification of Change Form Service GN 6007**
- Technical Exhibit 13 – Contract Manager and Management Coordinator for Job Descriptions**
- Technical Exhibit 14 – Literacy Screening Tools**

PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of service excellence is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion, and 4) Customer Orientation.

These shared values are encompassed in the County Strategic Plan's three Goals: 1) Make Investments that Transform Lives, 2) Foster Vibrant and Resilient Communities, and 3) Realize Tomorrow's Government Today. These require coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

STATEMENT OF WORK

1.0 GENERAL

1.1 SCOPE OF WORK

1.1.1 Contractor shall provide GAIN Job Readiness and Career Planning (JRCP) Services Countywide.

1.1.2 Contractor shall conduct Orientation and Job Club at approved Contractor sites.

1.1.3 In the provision of all JRCP Services activities, Contractor shall stress and reinforce the message that the purpose of the Greater Avenues for Independence (GAIN) Program and the Refugee Employment Program (REP) is to make it possible for the GAIN/REP participant to get a job and become free of welfare dependency. "A Job, a Better Job, a Career," shall be the motto, and the advantages of a working lifestyle shall be clearly presented.

1.1.4 Except for those items listed in Part 2.0 County Furnished Items, hereunder, Contractor shall provide all personnel, materials, supervision, and other items or services necessary to provide the JRCP Services set forth hereunder for a population with economic, educational, and social barriers.

The clientele for which Contractor shall provide the services described hereunder consists of California Work Opportunity and Responsibility to Kids (CalWORKs) participants, who are eligible for Welfare-to-Work (WTW) services, in the County's GAIN Program, and REP program participants. CalWORKs and Refugee Cash Assistance (RCA) participants may have varying work history/skills, acculturation needs, learning disabilities, language barriers (limited English), educational levels, child care needs, and may require specialized services, e.g., Domestic Violence, Substance Use Disorder, and Mental Health.

1.1.5 Contractor shall provide services to qualified participants that fall into the two major categories below. A flow chart with the sequence of these activities is contained in Exhibit A, Technical Exhibit 6, Flow Chart.

1.1.5.1 A one-day Orientation activity which shall include the specific tasks outlined in

Exhibit A, Subsection 4.6, Orientation Services. The Orientation activity is the first day of Job Club, described below.

1.1.5.2 A multi-week Job Club activity which shall include, but not limited to the specific tasks outlined in Exhibit A, Subsection 4.7, Job Club Services. Job Club for English, Spanish, and Non-English/Non-Spanish (NE/NS) speaking participants is four weeks.

1.1.5.3 Additional curriculum topics shall be considered for REP Job Club multilingual participants to review acculturation information determined to be beneficial to NE/NS participants as determined by the County.

1.1.6 Contractor shall comply with all CalWORKs laws and updates and the County of Los Angeles CalWORKs Plan, in the provision of the JRCP Services described above and as further detailed below.

1.1.7 Contractor may be required to have County staff collocate at its Job Club sites to facilitate communications/services with the case management staff.

1.1.8 Contingent upon available funding CONTRACTOR shall administer/implement the Employment Travel Voucher Program with 211 LA County at its Job Club sites in the greater Los Angeles County area. The initial program would operate within the fiscal year 2018-2019 contingent upon available funding. Upon expiration of the program, CONTRACTOR will be notified if the program will continue.

1.2 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of this Contract.

The Plan shall include, but may not be limited to, the following:

1.2.1 Method for assuring that professional staff rendering services under this Contract has qualifying experience;

- 1.2.2 Method of monitoring to ensure that Contract requirements are being met;
- 1.2.3 Method for identifying, preventing and correcting deficiencies in the quality of service before the level of performance becomes unacceptable;
- 1.2.4 A record of all inspections conducted by the Contractor, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request;
- 1.2.5 Method for monitoring subcontractors for compliance and quality of services; and
- 1.2.6 Data Collection and Monitoring systems to ensure that services are equitable for all GAIN participants including those who are immigrants, refugees and limited-English proficient.

1.3 GOVERNMENT OBSERVATIONS

Federal, State, and/or County personnel, in addition to departmental contracting staff, may observe performance, activities, and documents under this Contract at any time during normal working hours. However, personnel may not unreasonably interfere with Contractor's performance.

1.4 ATTENDANCE AND NOTICE OF MEETINGS

Contractor shall have appropriate levels of staff attend all meetings requested by County. Contractor may request meetings with County as needed with five (5) business days' advance notice. The advance notice requirement may be waived with the mutual consent of both Contractor and County.

1.5 COMMUNICATION

County will notify Contractor verbally and with written confirmation upon County's identification of any problems in Contractor's performance of this Agreement. Contractor shall respond in writing to County's inquiries within five (5) business days clarifying the stated problem(s) or confirming corrective action to County's satisfaction.

1.6 HOURS OF OPERATION

Contractor shall be available to provide services to County during normal business hours, Monday through Friday from 8:00 a.m. - 5:00 p.m. To accommodate participants, Contractor may also be required to conduct Job Readiness and Workforce Preparation as required by County during outside normal business hours.

Contractor is not required to provide services on County-recognized holidays. The CCA will provide a list of County holidays to Contractor within 30 calendar days of Contract start date, and annually, at the beginning of the calendar year.

Contractor Manager will provide a list of Contractor holidays to County when the Contract is approved and prior to subsequent calendar years.

2.0 COUNTY FURNISHED ITEMS

2.1 FACILITIES

County shall provide necessary space, furniture, utilities, internet access or Internet Service Provider (ISP), equipment and telephones for Contractor to conduct Orientation and Job Club at specified DPSS GAIN Regional Offices and Sub-Offices and other locations which may be identified by County, as necessary. Exhibit A, Technical Exhibit 9, provides a listing of GAIN Regional Offices and Sub-Offices. Those Regional Offices and Sub-Offices at which DPSS provides facilities for Orientation and Job Club are indicated on Exhibit A, Technical Exhibit 8.

2.2 SERVICES

The County shall provide training in the following areas to appropriate Contractor staff:

2.2.1 GAIN Orientation;

2.2.2 LRS/CalACES computer system;

2.2.3 DPSS policy and procedures on language access, including how to work effectively with interpreters for Limited English Proficient (LEP) GAIN/REP participants;

2.2.4 DPSS GAIN Policy;

- 2.2.5 Method to access and use State and County-translated documents;
- 2.2.6 Civil Rights issues affecting LEP GAIN/REP participants;
- 2.2.7 DPSS Civil Rights requirements and “refresher” training on these requirements; and
- 2.2.8 Appropriate tools and methodology for appraising LEP GAIN/REP participants.

2.3 SECURITY FOR COMPUTER DATA SYSTEM EQUIPMENT

If Contractor is utilizing any DPSS developed and approved computer data system, Contractor shall provide all security measures to ensure that the DPSS computer system data is secured and maintained.

The Contractor may request access to the County Virtual Private Network (VPN) to access County designated and approved DPSS system data screens by submitting a request through the established procedure set by DPSS.

Contractor shall provide their own equipment and internet in order to access County designated and approved DPSS computer system data screens via VPN.

Contractor shall safeguard the integrity of all County systems by ensuring that all Contractor employees abide by County’s User policies and Employee Acknowledgment and Confidentiality Agreements. Contractor shall follow County policies by sharing the user policy with its employees, obtain signed User Agreements, obtain signed Employee Acknowledgment and Confidentiality Agreements and monitoring compliance.

Contractor shall inform the County within one business day from the date the Contractor is notified that Contractor staff is no longer working under this contract to ensure access to the County data system is removed and VPN access revoked.

Contractor shall maintain the security and integrity of the DPSS computer systems by having up-to-date DPSS User Agreements on-file for each end-user and disallowing the sharing of access codes and passwords between staff.

2.4 MATERIALS

The County shall supply the following materials:

- 2.4.1** GAIN plans and updates;
- 2.4.2** LRS/CalACES instructional material and security information;
- 2.4.3** Labor Market Information is at www.labormarketinfo.edd.ca.gov;
- 2.4.4** State Workers' Compensation Claim Forms: the Employer Report of Inquiry, SCIF 3067, and the Employee Claim Form, SCIF 3301;
- 2.4.5** GAIN-related (GN series) forms at start-up and ongoing, as needed and as updated/revised;
- 2.4.6** Listing of County-approved Domestic Violence, Substance Use Disorder, and Mental Health Service Providers;
- 2.4.7** All required posters;
- 2.4.8** Literacy Screening Tool;
- 2.4.9** The Gaining Opportunity and Living Skills (GOALS) materials in English, Spanish, Armenian, Cambodian, Cantonese, Mandarin, Korean, Russian, Vietnamese and Tagalog;
- 2.4.10** Targeted Job Tax Credit, Earned Income Tax Credit and Advanced Earned Income Tax Credit forms; and
- 2.4.11** List of County- observed holidays.

3.0 CONTRACTOR FURNISHED ITEMS

3.1 FACILITIES

Other than those identified in Subsection 2.1 Facilities (County Furnished Items), Contractor shall provide all facilities for Job Club and shall include no-cost parking spaces for County-designated staff and GAIN participants at each facility.

Facilities shall be in close proximity to Regional GAIN/REP offices and Sub-Offices, and shall be within one hour travel time using public transportation from the Regional GAIN Office/Sub-Office. The locations of the GAIN offices and Sub-Offices are contained in Exhibit A, Statement of Work, Exhibit A, Technical Exhibit 8. Contractor shall obtain DPSS approval prior to leasing any facility.

3.2 EQUIPMENT/SUPPLIES/MATERIALS

3.2.1 Contractor shall furnish all equipment and supplies necessary to perform all services required by this Contract which is not provided by County, as needed and approved by County.

3.2.2 Contractor shall furnish desks, tables, chairs, utilities, telephones, and internet access for LACOE Job Club facilities.

3.2.3 With the exception of County-furnished items as stated in Part 2.0 County Furnished Items, Contractor shall obtain all equipment necessary to perform all services required by this Contract in accordance with Exhibit B, Contract Budget, hereunder.

3.2.4 Contractor shall establish and maintain an inventory of all equipment purchased by Contractor using County funds. The inventory shall include the following after the start of this Contract:

3.2.4.1 Name and phone number of Contractor's contact person where equipment is located;

3.2.4.2 Address where equipment is located;

3.2.4.3 Type of equipment;

3.2.4.4 Brand, model number, and serial number of equipment;

3.2.4.5 County bar-code number on equipment, if applicable;

3.2.4.6 Date of purchase or delivery; and

- 3.2.4.7** Cost of equipment, funding source(s), and amount of County funds used in the purchase, as appropriate.
- 3.2.5** Contractor shall establish and maintain an inventory of all County-furnished equipment, material, etc. purchased and utilized for this and any prior Contract between Contractor and County for services herein.
- 3.2.6** Contractor shall update the equipment inventory on no less than a semi-annual basis and shall provide County and updated inventory list during the term of this Contract upon request.
- 3.2.7** Unless applicable federal or State law requires otherwise, the County shall be sole owner of all rights, title and interest in any and all equipment purchased by the Contractor with County funds and equipment furnished by the County to Contractor, pursuant to this Contract.
- 3.2.8** Equipment/supplies with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of by the contractor with no further obligation to the Federal awarding agency. The County will no longer retrieve equipment/supplies valued at \$5,000 or less when a contract expires.
- 3.2.9** Equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by contractor or sold. The County is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the County's percentage of the original purchase price. If the equipment is sold, the County may permit the Contractor to deduct and retain \$500 or ten percent of the proceeds, whichever is less, for its selling and handling expenses.
- 3.2.10** Contractor shall provide all Contractor-developed curricula approved by the County and the translations of the curricula in the languages required by the County.
- 3.2.11** Contractor shall post all required posters as directed by the County.
- 3.2.12** Contractor shall provide and maintain a clothing closet of professional attire for men and women as part of Job

Club services for the GAIN participants which enables them to have clothes to meet the dress code requirement for job interviews and to start employment. The maximum amount allocated per Fiscal Year is \$125,000.

3.3 TRAINING

3.3.1 Contractor shall provide training to all Contract employees who work directly with GAIN/REP participants on all Contractor-developed curricula, and Contractor Orientation staff shall be trained in the County's GOALS motivational program prior to the Contract start date, and for future newly hired employees, prior to performing the Contract services.

3.3.2 Contractor shall provide an orientation program for new employees who will work directly with GAIN/REP participants within thirty (30) calendar days after they start employment for Contractor.

The Program shall provide training at a minimum to include the following:

- a. Orientation to the GAIN Program;
- b. Cultural awareness and Civil Rights training;
- c. Child and elder abuse awareness and reporting training;
- d. Training on how to identify and assist GAIN/REP participants in coping with and overcoming specific barriers to employment;
- e. Training on identifying and reporting sexual harassment.

3.3.3 Contractor shall provide a one-day orientation for new employees on a quarterly basis. Contractor shall report the names of all new employees who attended the training on the Monthly Management Report (MMR).

3.3.4 Throughout each Contract year, Contractor shall provide training workshops for direct services management and non-management staff. Workshop topics shall include employee relations, organization

and management orientation, building an effective working relationship with your manager, establishing performance expectations, taking corrective action, personal strategies for navigating change, speaking with confidence, moving from conflict to collaboration and what it takes to succeed at LACOE.

3.3.5 Contractor shall ensure that training is scheduled so as not to interfere or adversely affect Contractor's delivery of the Contract services.

3.4 LRS/CalACES INVENTORY MAINTENANCE

Contractor shall maintain a computerized Job Club inventory using LRS/CalACES.

Inventory updates shall be made within five (5) workdays after any change occurs in the data specified below. The following information and any other data that may be required shall be included in the inventory:

- a. Name of Job Club site (Contractor facility);
- b. Job Club site address;
- c. Contact person and his/her telephone number;
- d. Language capabilities available;
- e. Job Club services offered, e.g., Job Club activity; and
- f. Specialized Services, if any.

3.5 SECURITY FOR CONTRACTOR'S FACILITIES

Contractor shall provide on-site security personnel at Contractor-leased Job Club facilities upon written notification by County.

3.6 CIVIL RIGHTS COMPLAINT PROCEDURES

In addition to complying with Subsection 8.7 of the Contract, Compliance with Civil Rights Laws, Contractor shall comply with the Civil Rights requirements as directed by DPSS, which include, but are not limited to the following:

3.6.1 Contractor shall provide and assist CalWORKs Participants with completing a PA 607 Complaint of

Discriminatory Treatment in the participant's primary language. In addition, Contractor shall inform CalWORKs Participants of their right to file a verbal complaint through the Civil Rights Hotline and provide them the hotline telephone number, (562) 908-8501.

3.6.2 Contractor shall maintain a log of Civil Rights complaints.

3.6.3 Contractor Manager shall act as the Civil Rights Liaison (CRL) between the Contractor and the CCA and DPSS' Civil Rights Section (CRS).

3.6.4 The Contractor Manager/CRLs shall forward all PA 607s to the CCA within two (2) business days.

3.6.5 Contractor Manager/CRLs shall not attempt to investigate Civil Rights complaints. Investigations are handled by CRS.

3.6.6 Civil Rights Compliance

Services must be provided without undue delay to non English and limited English proficient participants using bilingual staff, the DPSS approved translation services. Participants must not be required to provide their own interpreter at any time.

4.0 SPECIFIC TASKS

4.1 CONTRACTOR MANAGEMENT SERVICES

Contractor shall provide all management services necessary for provision of the JRCP Services which consists of Orientation and Job Club. Management services may include, but are not limited to:

4.1.1 Planning, coordinating, implementing and monitoring of Orientation and Job Club service delivery;

4.1.1.1 Ensuring that there are sufficient professional, experienced, bilingual, and competent staff to administer the Job Readiness and Workforce Preparation Segment to the County's CalWORKs/RCA population in all languages.

Contractor shall provide County with standards used to certify fluency of staff providing services in languages other than English upon request.

- 4.1.1.2** Ensuring that NE/NS participants in both the threshold and non-threshold languages are provided similar Orientation and Job Club Services. Cultural considerations should be considered for non-threshold languages NE/NS participants.

Threshold languages are: Chinese, Tagalog, Spanish, Korean, Farsi, Armenian, Russian, Cambodian, and Vietnamese. Threshold languages are re-evaluated by DPSS Civil Rights Section on a monthly basis. If there is a change in the threshold languages, DPSS will notify the Contractor who must adhere to the new threshold language policy.

- 4.1.1.3** For the non-threshold NE/NS participants, Contractor shall provide a facilitator or translator in the participant's native language. In the event a language-specific translator is not available, a LACOE facilitator will deliver the NE/NS services with the aid of the telephone translation services.

- 4.1.1.4** Contractor shall be responsive to the specific needs of the community it serves.

Contractor shall create curriculum and motivational materials which will enhance the GOALS material and the overall Job Club outcomes and participant experience. The Contractor may experiment with different motivational and job search ideas with County approval. This may include implementing pilots at specific Job Club sites to test various innovative ideas including nontraditional Job Clubs such as multilingual classes. This can include

different approaches to meet the needs of the participants of the varying areas/communities/ ethnicities of Los Angeles County.

Contractor shall submit curriculum for County approval within 90 days from the start of the contract.

4.1.1.5 The County and Contractor shall evaluate the success of the approaches and decide if County-wide implementation is appropriate. If appropriate, the Contractor will implement within 30 days at all sites. County-wide implementation can be made prior to the end of the first year if County so directs.

4.1.1.6 Contractor at the County's direction, if funding is available, may create and provide motivational training for both County and Contractor staff with the purpose of increasing job placements.

4.1.1.7 Contractor may work with public educational/training providers to develop classes for WTW participants which lead to employment at the conclusion of these classes. Classes must be approved by the County and depend on available funding. This may include classes for NE/NS participants.

4.1.1.8 Contractor shall implement and provide specialized short-term training classes for WTW participants based on the demand occupations in the current labor market. The training programs are to be approved by the County. This may include classes for NE/NS/REP and current or former Cal-Learn participants.

4.1.1.9 When developing and implementing training programs, the Contractor shall consider the following:

- Participants' training and employment needs;

- Labor market conditions and employment trends/projections;
- Demand occupations and staffing patterns as established by the California Department of Labor;
- Impact of training on the individual's marketable skills.

4.1.1.10 Contractor shall identify, recommend and develop if needed supplemental education or training e.g., math, computer literacy, English boot camps to enable participants to succeed in these demand occupations.

4.1.1.11 Contractor shall develop partnerships with the Regional Occupational Programs, Community Colleges, or other educational/vocational entities that offer specialized training/educational classes.

4.1.1.12 Contractor shall develop, as appropriate, partnerships between multiple local agencies, consistent with the Workforce Innovation and Opportunity Act (WIOA) mandate, in an effort to help job seekers access employment, education, training, and support services to succeed in the labor market.

4.1.1.13 As part of the WIOA mandate and at County's request, Contractor shall facilitate the co-location of Job Club at an American Job Center of California (AJCC), formerly referred to as WorkSource Center, or other location as needed, in order to streamline services provided to participants. Contractor shall also facilitate the co-location of an AJCC to a Job Club site, as needed. In addition, at the County's request/approval, Job Club sites will be added, removed or combined, as deemed necessary.

- 4.1.1.14** Contractor shall provide job development and employment opportunities tailored to training received by participants enrolled in the class.
- 4.1.1.15** Contractor shall provide other specialized short-term trainings/educational classes as agreed upon by Contractor and County, as long as funds are available in Contract budget.
- 4.1.1.16** Contractor shall create a participant folder for each participant who starts a short-term training/educational program. County and Contractor shall mutually agree to documents that should be contained in the folder.
- 4.1.1.17** Contractor shall provide County a 30-day notification before starting the new training programs.
- 4.1.1.18** Contractor shall work with GAIN Regions, REP providers and agencies administering Cal-Learn to recruit participants.
- 4.1.1.19** Contractor shall maintain a data base for all short-term training programs, with information including, but not limited to the following:
- List of all participants enrolled in each short-term training program;
 - List of all participants who completed each program;
 - Completion rate in each program;
 - Percentage of participants who found unsubsidized employment; and
 - All pertinent information regarding participants in each short-term training program, such as names,

addresses, case numbers, enrollment dates, completion dates, and if the participants found jobs, their employers' names, earnings and types of jobs.

4.1.1.20 Contractor may develop programs designated as Bridging Activities as needed/directed and approved by the County for GAIN and REP participants.

4.1.1.21 Contractor shall conduct career expositions, forums, and on-site recruitments with prospective employers and community agencies with emphasis on in-demand occupations.

4.1.1.22 Contractor shall attend quarterly Job Development Cluster meetings and:

- collaborate with organizing job fairs, recruitment events and job preparation workshops;
- share information on Contractor's employer recruitment activities to avoid duplicating outreach to those same employers;
- maintain up-to-date information on resources, job leads and forecast on job opportunities and local industry growth for each cluster area; and
- share successful job placement strategies.

4.1.1.23 Contractor shall consult with County on program development, enhancements, demonstration projects, and their implementation.

4.1.2 All Contractor personnel performing the services herein shall at all times be employees of Contractor and Contractor shall have the sole right to hire, suspend, discipline, or discharge that personnel. However, any employee of Contractor who, in the opinion of DPSS is unsatisfactory shall be removed

from the performance of required services immediately upon the written or oral request of the CCA. County will confirm any oral requests in writing. Contractor may request a conference with County before the removal is finalized.

4.1.3 Contractor shall ensure direct service Contractor staff can write, speak and understand English; are comfortable in a work environment that is complex, fast-paced, confidential, and high-pressured; are able to communicate effectively and use good judgment and diplomacy; presents himself/herself in a neat, business-like and professional manner; are bilingual when requested, and have passed a background check.

4.1.4 Contractor shall ensure verbal instructions and Contractor-developed materials are in all languages requested by County. The Contractor shall provide the County with its methodology to certify that the translated hand-out materials are accurately translated, upon request.

4.1.5 Contractor shall ensure that Contractor employees who work directly with GAIN/REP participants in the GAIN Program are trained in Contractor-developed curriculum.

4.1.6 Contractor shall ensure that Contractor Orientation staff is trained in the County's GOALS motivational program by Contract start date and for future newly hired employees, prior to performing the Contract services.

4.1.7 Contractor shall ensure that all Contractor employees who work directly with GAIN/REP participants are provided orientation training prior to performing services under this Contract. Orientation shall at a minimum include:

4.1.7.1 Orientation to the GAIN Program;

4.1.7.2 Cultural awareness and GAIN participant civil rights training;

4.1.7.3 Child and elder abuse awareness and reporting training;

4.1.7.4 Training on how to identify and assist GAIN/REP participants in coping with and overcoming specific barriers to employment;

4.1.7.5 Training on identifying and reporting sexual harassment; and

4.1.7.6 Training on the Learning Disabilities Program.

4.1.8 Contractor shall ensure that all required material is posted in County and Contractor sites as directed by County, and is accessible to GAIN participants.

4.1.9 Contractor shall ensure that Contractor staff meet with County GAIN Regional staff as requested or needed to discuss issues pertaining to individual GAIN/REP participants in each regional office/sub office.

4.1.10 Contractor shall ensure that Contractor meets with County on a regular basis to discuss programmatic issues, general procedural issues, and general concerns as needed.

Either County or Contractor may request such a meeting. County will contact Contractor's Contract Manager to request such a meeting. Contractor shall contact CCA to request such a meeting.

4.1.11 Contractor shall ensure reasonable accommodations shall be made to service participants with disabilities following the Americans with Disability Act guidelines.

4.2 RECORD KEEPING

4.2.1 Contractor shall maintain retrievable records relating to each individual's participation in JRCP Services. The records shall be kept in a folder, identifiable by GAIN/REP participant's name and case number. These records shall include the following:

4.2.1.1 Copies of Exhibit A, Technical Exhibit 11, the GN 6006, Service Provider Referral;

4.2.1.2 Copies of Exhibit A, Technical Exhibit 12, the GN 6007, Notification of Change from Service Provider, need to be included for

cases that declared a need for Specialized Supportive Services and for cases that found employment. Copies of the LRS/CalACES screens should also be included in cases that a GN 6007 was not completed;

4.2.1.3 Copies of the GAIN/REP participant's Job Search Progress Reports;

4.2.1.4 Results of Contractor's validation of GAIN/REP participant's Job Search Progress Reports;

4.2.1.5 Contractor documentation of GAIN/REP participant's performance in the assigned Job Club activity;

4.2.1.6 A copy of the GAIN/REP participant's employment verification;

4.2.1.7 A copy of the Contractor's appraisal and assessment results of GAIN/REP participant's interests, job preferences, job/career alternative, personality type, etc.;

4.2.1.8 A copy of the Individualized Job Search Plan;

4.2.1.9 A copy of the participant's resume and practice application; and

4.2.1.10 A copy of participant (s) complaints, if applicable.

4.2.2 Exhibit A, Technical Exhibit 5, GAIN Participant's Feedback Sheets, (regarding services they received from the Contractor) shall be kept separately, by month, for easy retrieval for County review.

4.2.3 The Contractor shall maintain all records at a central facility for five (5) years after the termination of this Contract or until all audits started during the Contract period, or within five (5) years of termination of the Contract are completed and settled, whichever is later.

4.3 CONFIDENTIALITY OF RECORDS

Contractor shall maintain the confidentiality of individual GAIN/REP participants' records by:

4.3.1 Maintaining files in locked drawers and cabinets at Contractor's JRCP Services sites and at the Contractor's headquarters and ensuring that documents relating to participants with a Domestic Violence Component or Domestic Violence history on LRS/CalACES system are not faxed.

4.3.2 Contractor shall maintain the confidentiality of its employees' records which includes the Employee Confidentiality Agreement, by maintaining files in locked drawers and cabinets at the Contractor's headquarters. Limit access to these files to Contractor's designated staff. These files are subject to audit, and shall be accessible to County upon request during any business day.

4.4 USE OF OUTSIDE RESOURCES

Contractor, upon County approval, may use outside resources and/or services for providing Job Club to GAIN/REP participants if:

4.4.1 There is no charge to County;

4.4.2 Confidentiality rights are protected;

4.4.3 Services are within allowable time frames; and

4.4.3 GAIN/REP participant progress is monitored.

4.5 REPORTING TASKS

The Contractor shall make reports, as may be required by the County, concerning its activities as they affect the Contract duties and purposes contained herein. The Contractor shall also perform the following:

4.5.1 Submit to GAIN Program with a copy to the CCA the MMRs on the 15 calendar day of the following month in which the Contractor performed the activities, with detail and format as required by County, which may include but is not limited to:

- a. A monthly Job Club class listing showing the scheduled enrollment counts in each Job Club session at each of the Job Club sites is due by the first Monday of each month.
- b. The Orientation MMR showing statistical information for regular GAIN, NE/NS and Refugee Employment and Acculturation Services (REAS):
 - i. Number of GAIN Orientation sessions held in each GAIN Region/REAS Provider by language;
 - ii. Number of GAIN/REP participant referrals and starts;
 - iii. Number of GAIN/REP participant completes and “no shows”;
 - iv. Number of GAIN/REP participant incompletes and reasons for the incompletes;
 - v. Number of referrals to Mental Health, Substance Use Disorder, and Domestic Violence made by Contractor by GAIN Region; by REAS Provider; and
 - vi. Number of GAIN participants who attended “Hot Jobs” session.
 - vii. Number of GAIN/REP participants who obtain clothing from the Clothes the Deal Program.
- c. **Part I** of the Job Club MMR consists of the following:
 - i. Narrative Summary letter of the Contractor concerns;
 - ii. Statistical Summary Report must show the number of GAIN/REP participants by GAIN Region/REAS Provider and by language:
 - Referrals;
 - Starts in Job Club;

- Starts in Dual Track and Flex Job Club;
- d. Part II** of the Job Club MMR consists of the following:
- i. Narrative Summary letter (includes information regarding staffing changes, recommendations for Program improvements, etc.);
 - ii. Statistical Summary Report must show the number of GAIN/REP participants by GAIN Region/REAS provider and by language who:
 - Dropped/transferred “outs” in Job Club;
 - Became employed full-time and part-time;
 - Complete Job Club without a job
 - iii. The following listings as documentation for the Statistical Summary Reports:
 - A listing by Region/REAS Provider of GAIN/REP participants designated as Dual Track who opted to remain in Job Club and/or who were referred to the GAIN Services Worker (GSW) for assignment to the next appropriate activity.
 - A listing of GAIN/REP participants by Region in Flex Job Club.
 - A listing of GAIN/REP participants by Region and language employed full-time during the report month. The listings indicate the Job Club session start date, Region, site, participant’s name, case number, hourly wage, and total work hours.
 - A listing of GAIN/REP participants by Region and language employed part-time during the report month. The listings indicate the Job Club session start date, Region, site, participant’s name, case

number, hourly wage, and total work hours.

- iv. Deferred Referrals – provide a list of reasons for deferred referrals, per Region;
- v. List of Dual Track,
- vi. Participant's Success Stories;
 - Alternate reporting between one mini success story from each Job Club site and one detailed story from one Job Club site each month.
- vii. Statistical Summary Report must show:
 - Number of presentations by Child Care, Domestic Violence, Substance Abuse and Mental Health agencies in Job Club, by GAIN Region/REAS;
 - Number of GAIN/REP participants who attended the first day of Job Club and the names of the GAIN participants who were referred out of the Job Club session subsequently due to issues related to the aforementioned Supportive Services.
- viii. Vocational Assessment Report:
 - Number of participants by program and location, referred to Vocational Assessment in the service month and fiscal year-to-date;
 - Number of participants by program and location, who completed Vocational Assessment in the month and year-to-date;
 - Number of participants by program and location, who were referred to Vocational Assessment in the service month;
 - Number of participants by program and location, who completed Vocational Assessment in the service month;

- e. **Part III** of the Job Club MMR that reports the full-time placement count must include placements made during the “placement window.”
- 4.5.2** Contractor shall obtain Feedback Sheets from each GAIN/REP participant concerning his/her evaluation and understanding of the training at the conclusion of both the Orientation and Job Club activities. The completed Feedback Sheets shall be retained in the Contractor’s records and tabulated monthly, with the results reported in the Contractor’s MMR.
- 4.5.3** Contractor shall submit a monthly invoice for Orientation, Job Club, and Short-Term Training as specified in Exhibit L, Sample Monthly Invoice Format, by the 20th calendar day of the following month in which the Contractor performed activities.
- 4.5.4** Contractor shall complete and provide to the CCA reports/forms as required by County, and by the due dates established by County.
- 4.5.5** Contractor shall report any systems problems and recommend solution of problems to County within five (5) workdays of discovery.
- 4.5.6** Contractor shall provide County with records, documents, written statements and assistance, as requested within three (3) workdays of County request, in order for County to initiate GAIN participant compliance procedures.
- 4.5.7** Contractor shall provide County with Job Club class schedule for every Job Club site every month; one week before the month begins.
- 4.5.8** Contractor shall be available to meet/consult with DPSS and/or contracted GAIN case management staff as needed, in the event compliance procedures are initiated against a GAIN participant.
- 4.5.9** Contractor shall work with GAIN Regions, REAS providers, and agencies administering Cal-Learn participants.
- 4.5.10** Contractor shall maintain a database for all short-term training programs, with information including, but not limited to the following:

- List of all participants enrolled in each short-term training program;
- List of all participants who complete each short program;
- Completion rate in each program;
- Percentage of participants who found unsubsidized employment; and
- All pertinent information regarding participants in each short-term training, such as names, addresses, case numbers, enrollment dates, completion dates, and if the participant found jobs, their employers' names, earnings, and job title.

Contractor shall provide County reports on the outcomes of all short-term training programs 60 days after the completion of each training.

4.6 ORIENTATION SERVICES

4.6.1 Contractor Required Services for GAIN/REP Participants

4.6.1.1 Contractor shall conduct this one-day Orientation activity in a group and use a classroom format for all GAIN/REP participants including Non-English/Non-Spanish (NE/NS) participants.

4.6.1.2 Contractor shall start and complete Orientation services of GAIN/REP participants on their scheduled appointment date. Orientation sessions will be scheduled on the first day of Job Club Classes for all languages required by County based on the estimated number of sessions agreed upon by County and Contractor.

Any additional cost as a result of an increase in the number of sessions shall require a negotiated amendment approved by the County pursuant to Paragraph 8.1.1 of this Contract.

However, the frequency in the number of sessions from region to region can be changed as long as the total cost Countywide is not increased.

- 4.6.1.3** Contractor shall permit Child Care Resource and Referral/Alternate Payment Program Providers to give a presentation on the child care eligibility and payment process during each session.
- 4.6.1.4** Contractor shall permit Domestic Violence, Mental Health and Substance Use Disorder Service Providers to give a presentation on their services during each session. Substance Use Disorder Service Providers will conduct presentations twice a month at one specific location for each of the Service Planning Areas.
- 4.6.1.5** Contractor shall utilize training methods such as role-playing, small group discussions, games, group feedback, audio/visual images, on-line programs, etc.
- 4.6.1.6** Contractor shall display Contractor-provided motivational posters, banners and pictures, and post the agenda of daily Orientation activities in the classroom.
- 4.6.1.7** Contractor shall provide verbal and written instructions and materials, as required by County, to GAIN participants in English and Spanish and if requested in appropriate “threshold languages,” which may include but is not limited to: Chinese, Tagalog, Spanish, Korean, Farsi, Armenian, Russian, Cambodian, and Vietnamese.
- 4.6.1.8** Contractor shall ensure that the GAIN participant/instructor ratio in each Orientation session is no more than 25 GAIN participants to one instructor

(25:1), unless otherwise requested by County.

- 4.6.1.9** If participants self-declare a need for Domestic Violence, Mental Health and/or Substance Use Disorder during Orientation, Contractor shall allow the participants a 10-minute timeframe to meet with the Specialized Supportive Services (SSS) presenters or the Community Assessment Service Center (CASC) Advocate staff to discuss the availability of SSS. If the participant is unable to return to Orientation due to his/her SSS barriers, Contractor must excuse the participant from Orientation.

4.6.2 Session Activities

Contractor shall perform in each session, at a minimum, the following tasks:

- 4.6.2.1** Provide a 45-minute overview that gives GAIN/REP participants information regarding: GAIN/REP Program flow, CalWORKs/TANF 48-month lifetime limit, RCA eight-month time limit, GAIN participants' rights and responsibilities, Supportive Services, Specialized Supportive Services such as Mental Health, Substance Use Disorder, and Domestic Violence, transitional benefits, tax incentive programs for employers who hire GAIN participants, work incentive programs (Targeted Job Tax Credit), Earned Income Tax Credit (EITC) and Advanced Earned Income Tax Credit (AEITC), benefits of a working lifestyle, County's work-first philosophy, and benefits of a working lifestyle;
- 4.6.2.2** Give a brief presentation on the Learning Disabilities Program utilizing the script provided entitled, "Let's Talk About Learning Experiences.";

NOTE: Contractor shall avoid using the term "Learning Disabilities" with the

participant. Instead, the term “Learning Problem” shall be used.

- 4.6.2.3** Verify attendance for GAIN/REP participants who attend the Orientation session and inform County of GAIN participants who complete the session;
- 4.6.2.4** Notify County staff via LRS/CalACES on the session date, if GAIN/REP participants do not attend a scheduled Orientation session;
- 4.6.2.5** Inform GAIN/REP participants they have an opportunity to obtain a job early in the GAIN process and encourage them to accept early employment;
- 4.6.2.6** Administer a 15-minute County-provided Literacy Screening Tools entitled “Practice Application” (Exhibit A, Technical Exhibit 14) to GAIN/REP participants, and forward the completed tools to the collocated GSW for scoring in the morning segment of the session;
- 4.6.2.7** Discuss the “Dual Track Screening” option with GAIN participants, if appropriate. Dual Track Screening is for participants who fail the Literacy Screening Tool. Participants are then given option to continue searching for part-time employment concurrent with a WTW remedial course to improve literacy; i.e., reading, writing, math, English as a second language (ESL), and Vocational English as a second language (VESL);
- 4.6.2.8** Discuss GOALS motivational program, which will include The Ten Keys of Success and The Simple Truths motivational movies, and additional motivational material and information which will enhance the Orientation experience. Additional motivational material will need to be approved by the County;

- 4.6.2.9** Give all GAIN/REP participants the Targeted Job Tax Credit, EITC and AEITC forms;
- 4.6.2.10** Inform GAIN/REP participants of the Welfare-to-Work weekly participation requirement of 20/30/35 hours in GAIN activities and 32 hours in REAS activities for RCA REP participants;
- 4.6.2.11** Give a brief presentation on the benefits still available once GAIN/REP participants start working, e.g., continuing Medi-Cal and Food Stamp benefits, Housing Relocation Assistance Program, etc.;
- 4.6.2.12** Provide GAIN/REP participants an overview of the resources available to them during the Workforce Preparation Segment;
- 4.6.2.13** Inform GAIN/REP participants of the availability of Post-Employment services;
- 4.6.2.14** Remind GAIN/REP participants of the importance of accurate completion and timely submission of the SAR 7 form upon getting a job;
- 4.6.2.15** Provide Orientation services, including written and verbal instructions, in English and Spanish; and upon request of County in other appropriate languages, which may include but is not limited to: Chinese, Tagalog, Spanish, Korean, Farsi, Armenian, Russian, Cambodian, and Vietnamese. Any additional cost of providing services in languages other than English and Spanish shall require a negotiated amendment approved by the Los Angeles County Board of Supervisors;
- 4.6.2.16** Provide a brief introduction of the availability of the advanced preparation referral for participants who are job ready. Participants must meet set criteria determined by the Contractor. The instructor will evaluate and determine the

participants who are job ready and make appropriate referrals; and

4.6.2.17 Provide a Feedback Sheet to each GAIN participant concerning his/her evaluation and understanding of Orientation.

4.6.2.18 Gift Certificate Incentive Program:

Gift Certificates are to be used as an incentive to participants to complete the first week of Job Club activity to increase the participation rate. The Contractor shall inform the participants during Orientation that the raffle will take place at the end of the week. Three participants will win \$25 Gift Certificate; and

4.6.2.18.1 Contractor shall purchase, record the purchase, distribute, and document the distribution of Gift Certificates from local retailers such as retail discount clothing stores in denomination amounts of \$25 which will be raffled off to participants who complete Workforce Preparation Week One. The maximum amount allocated to purchase Gift Certificates per Fiscal Year is \$70,000.

4.6.2.18.2 Contractor shall create a purchasing, storage and distribution system for Gift Certificates for all Job Club sites and a tracking system to report to the County. The system shall establish internal controls sufficient to safeguard the Gift Certificates and to prevent fraud and abuse. The system will be submitted to DPSS for approval prior to implementation of the Gift

Certificate Incentive Program.

4.6.2.18.3 Contractor shall provide a monthly summary report that accounts for changes in inventory of Gift Certificates. The report shall include the number of Gift Certificates that were raffled at each GAIN location per month, the number of Orientation sessions per month at each GAIN Region and the names of the stores of the Gift Certificates. The tracking system shall also include the name and case number of the participant receiving the Gift Certificate.

4.6.2.18.4 Three Gift Certificates (if class is larger than three participants) shall be raffled per Job Club session to GAIN/REP participants who complete the first week.

4.6.2.18.5 If requested by the County, the Gift Certificate Incentive Program may be discontinued at any time.

4.7 JOB CLUB SERVICES

4.7.1 Contractor Required Services for Participants

4.7.1.1 Contractor shall conduct Job Club sessions of four (4) consecutive weeks in duration and provide these activities in a classroom setting, or on an individual basis as needed. Job Club services shall include the following: A dual track system that will service participants based on their job readiness. Track A will service participants that are identified as "Advance Prep", and Track B will service

new participants to follow the regular Job Club flow.

4.7.1.2

Contractor shall service Track A participants that are identified as “Advance Prep” via specific indicators, and can bypass the regular Job Club flow and begin supervised Job Search activities in the Workforce Center/Computer Lab. Advance Prep indicators include:

- Volunteering/accepting facilitator referral to “Advance Prep”;
- Possessing documents required for Employment Eligibility Verification (I-9) form;
- Dressing appropriately for job search;
- Having a professional resume;
- Demonstrating an urgency to obtain employment;
- Effectively communicating skills and work experience; and
- Exhibiting the ability to complete online applications and the ability to e-mail and upload resumes.

Advance Prep participants who are assessed not to be Job Ready are referred back to the Workforce Preparation classroom flow.

Week 1

Track A participants (Advance Prep), will meet as a group in a classroom/Worksource Development Center (WDC). The primary focus will be to create an Individualized Job Search Plan and focus on fine tuning pre-employment skills, e.g., customizing

resume, mock interviews, as well as working independently to practice and update computer skills in the WDC. Participants will have daily one-on-one meetings with facilitators to identify and maximize job readiness and potential job leads. Job Search Documentation will be monitored and reviewed daily.

Weeks 2-4

Job Club for Advanced Prep participants will consist of a group session followed by individualized job search activities in the WDC focusing on identifying job leads, identifying potential employers, and preparing for job interviews. Participants will participate in Job Placement session(s) and have daily one-on-one meetings with facilitator to receive individualized job search support and guidance. Job Search Documentation will be monitored and reviewed daily. During week four Advanced Prep participants who have not obtained employment will complete Vocational Assessment.

4.7.1.3

Contractor shall service Track B GAIN/REP participants who will follow the regular Job Club flow to include interviewing techniques, networking, on-line job searching, goal-setting, practice on-line applications, complete resume, online data storage, money management skills and soft skills leading to job retention and promotion. This four-week component focuses on essential pre-employment skills preparing participants to enter or re-enter the workforce, with the flexibility to pursue various WDC activities that are appropriate, meaningful and productive; leading to financial independence. Additional curriculum topics shall be considered for REP Job Club multilingual participants to review acculturation information determined to be beneficial to

NE/NS participants as determined by the County.

Contractor shall provide Track B GAIN/REP participants with information, resources, tools and skills to enable them to overcome barriers, find work through their own efforts, and enhance their chances of finding a job while participating in classroom activities. GAIN/REP participants shall be encouraged to actively participate in their learning process and shall be provided learning aides such as: role-playing, simulation exercise, audio/visual technology, group feedback, games, participant assignments, etc.

4.7.1.4 Contractor shall stress to GAIN/REP participants throughout the Job Club services activities the “Work First” message, clearly present the advantages of a working lifestyle, and emphasize that the purpose of the GAIN Program is to help them to get a job and become free of welfare dependence.

4.7.1.5 Contractor shall provide verbal and written instructions and materials, as required by County, to GAIN/REP participants in English and Spanish and if requested by County in appropriate languages, which may include but are not limited to: Chinese, Tagalog, Spanish, Korean, Farsi, Armenian, Russian, Cambodian, and Vietnamese.

4.7.1.6 Contractor shall ensure that the GAIN/REP participant/instructor ratio in the Job Club activities is no more than 25 GAIN participants to one instructor (25:1), unless otherwise requested by County.

4.7.1.7 Contractor shall ensure that GAIN/REP participants with two or more consecutive unexcused absences during the Job Club session are dropped.

- 4.7.1.8** Contractor shall collaborate and create partnerships with community-based organizations (CBO) and local schools, e.g., Education and Training Providers, Workforce Investment Boards, WorkSource Centers, Community Colleges, Adult Schools, Regional Occupation Centers/Programs and Supportive Services Providers, etc., in order to coordinate their efforts for Job Club activities. Education and training providers/CBO staff who present information to GAIN participants who are non-English speaking or LEP shall be bilingually competent. No educational/training providers, CBO, or WorkSource Centers can conduct presentations in Job Club without prior County approval.
- 4.7.1.9** Contractor shall ensure that GAIN/REP participants are involved in Job Club activities for the required number of weekly hours, which are 20 hours for a parent with a child under six years old, 30 hours for a single parent with a child six years old or older, 35 hours for a two-parent household, and 32 hours for RCA participants.
- 4.7.1.10** Contractor shall eliminate GAIN/REP participants' barriers to employment by working with co-located GSW's and partnering agencies.
- 4.7.1.11** Contractor shall excuse GAIN/REP participants from Job Club activities to attend regional job fairs/expos/interviews with verification of attendance.
- 4.7.1.12** Contractor shall obtain a Feedback Sheet from each GAIN/REP participant at the conclusion of the Job Club services session concerning his/her understanding of Job Club services.
- 4.7.1.13** Contractor shall permit 9-5 National Association of Working Women to provide voter registration presentations

during the second week of Job Club at Downtown and Airport Job Clubs.

4.7.1.14 Contractor shall, upon County's instruction, provide a program of presentations on Financial Literacy will be provided to participants during Job Club by the Los Angeles County Department of Consumer and Business Affairs or by Contractor.

4.7.1.15 Contractor shall assist DPSS and/or other contracted organization (DCBA) in coordinating Financial Literacy presentations dates and times, and appropriate space to speak with participants individually, to offer financial counseling and/or referral.

4.7.1.16 Schedule of Job Club Sessions Frequent Job Club sessions are needed to meet the work participation requirements (WPR), as well as to provide improved services to GAIN participants.

Contractor shall provide English, Spanish, NE/NS, and REAS Job Club sessions as follows:

English Job Club sessions will start every Monday, and Spanish Job Club sessions every other week at all Job Club sites except for the following:

El Monte: One English session every week; and
One Spanish session every other week

Lancaster: One English session every week

Palmdale: Alternating weekly:
English, English, Spanish sessions

Pomona: One Spanish session every three weeks

Santa Clarita: One English session every three weeks

Glendale: One English session every other week

North

Hollywood: One English session every other week; and One Spanish session every other week

4.7.1.17

Contractor shall provide NE/NS-REAS Job Club sessions as follows:

One multilingual session per quarter, at locations to be determined, or as needed.

El Monte: One Mandarin/Cantonese session per month; and One Vietnamese session per month

Glendale:

One Armenian session every three weeks;
One Armenian Flex session every month; and
One multilingual session every month

North

Hollywood:

One Farsi session every three weeks; and
One Russian session per quarter

Downtown

LA:

One Armenian session every other month;
One Armenian Flex session every other month;
One Farsi class every other month; and

One Farsi Flex session every other month

In addition, Contractor shall increase NE/NS sessions if needed by County. Any additional cost as a result of an increase in the number of sessions shall require a negotiated amendment approved by the County pursuant to Paragraph 8.1.1 of this contract.

County will notify Contractor should referrals to any or all Job Club sites pick up significantly in the future, thus requiring more sessions.

Contractor shall have 120 calendar days of Contract execution to resolve any space issues.

If for any particular area/site, the 120-day requirement cannot be met, Contractor shall notify the CCA in writing no later than 30 calendar days from the end of the 120-day period and provide a new timeframe for those locations, which will then be subject to County review and approval (i.e., their plan for sites needing more time).

4.8 JOB CLUB SERVICES SEGMENTS

4.8.1 Workforce Preparation (1st Week)

4.8.1.1 Contractor Required Services for Participants

- a. The first segment of Job Club services shall be Workforce Preparation which is provided the first week and follows the one-day Orientation activity. During Orientation the Contractor shall assess and identify participants who will be referred to Track A (“Advanced Prep” participants), by providing them with an Advanced Preparation Referral form. Workforce Preparation shall be conducted as a group activity and use a classroom format. Curriculum will include

pre-employment skills, interviewing, networking, job search, tools such as completing a master application, resumes, goal setting, and soft skills leading to job retention and promotion. Contractor will continue to provide participants the best practices in these areas along with an emphasis on technology based job seeking skills and trends in the various employment fields. Group discussion, team activities, role play, use of computer lab and daily follow-up on assignments requiring additional information shall be training techniques used.

Track A (Advanced Prep) participants will already begin supervised Job Search activities in the Workforce Center/Computer Lab.

- b.** The Contractor shall give special consideration for any Specialized Supportive Services referrals such as Domestic Violence, Mental Health or Substance Use Disorder services, and shall allow the GAIN participant to be excused from Job Club to access such services.
- c.** Ensure that an Individualized Job Search Plan is completed for each GAIN participant and a copy of the Plan is provided to the participant.
- d.** Work with County and contracted GAIN case management staff to share employment opportunities and develop employment placements.
- e.** Provide each GAIN participant the County-developed Post-Employment brochures which outline benefits and services when available.

4.8.1.2 Activities (First Week)

Contractor shall conduct the Workforce Preparation segment including, but not limited to, the following tasks:

- a.** Conduct an inventory of GAIN participants' skills and work experience to help them develop an Individualized Job Search Plan.
- b.** Inform GAIN participants that the Individualized Job Search Plan is to guide them through their path to employment, assist in the identification and development of a short-term and/or long term employment goals, and to help direct their job search.
- c.** Contractor's assessment findings shall be considered during development of the participant's Individualized Job Search Plan.
- d.** Factors to consider when conducting the assessment of self-declared LEP participants, which may include but shall not be limited to:
 - (1)** Oral proficiency in English (speaking and listening);
 - (2)** Functional literacy (English and native language);
 - (3)** Work experience (other Countries and the U.S.);
 - (4)** Transferable vocational/technical skills (other Countries and the U.S.);
 - (5)** Socio-cultural factors that may impede employability based on the Job Club service area being served, such as: social cultural factors that affect religious beliefs, education and marital status, etc.; and
 - (6)** Work-related abilities, aptitudes and interests determined both independently of language and literacy proficiency and in conjunction with such proficiency.
- e.** Provide a detailed presentation on how working GAIN/REP participants are to complete their SAR 7 to ensure continued

accurate benefits. (County shall provide Contractor a script prior to the Contract start date).

- f. Explain the Contractor's Job Club expectations to GAIN/REP participants.
- g. Introduce Contractor's "Job Preparation Guide" and give a copy of the booklet to each GAIN/REP participant.
- h. Review and obtain GAIN/REP participants' signature on Contractor's "Dress for Success Agreement" and provide GAIN participants a presentation on "Clothes the Deal".
- i. Review Contractor-selected GOALS Program keys with GAIN/REP participants.
- j. Teach and assist GAIN/REP participants to access current labor market information through the use of the internet, including navigation of the U.S. Department of Labor websites, e.g., ONET Center, My Skills/My Future, My Next Move, etc.
- k. Presentations at Job Club sites from training/ education providers, including Workforce Investment Agencies, Worksource Centers, Community Colleges, other County Departments, and/or private agencies must demonstrate a potential for placing participants into employment and require prior County approval.
- l. Provide a WDC that will be equipped with Labor Market Information and resources. The WDC shall bring together service providers and resources for GAIN participants.

4.8.1.3 LEP/Non-Citizen Provision

Contractor shall consider factors when conducting the assessment of self-declared LEP non-citizen participants which may include but shall not be limited to:

- (1) Oral proficiency in English (speaking and listening);
- (2) Functional literacy (English and native language);
- (3) Work experience (other Countries and the U.S.);
- (4) Transferable vocational/technical skills (other Countries and the U.S.);
- (5) Socio-cultural factors that may impede employability based on the Job Club service area being served, such as: religious beliefs, education and marital status, etc.;
- (6) Work-related abilities, aptitudes and interests determined both independently of language and literacy proficiency and in conjunction with such proficiency; and
- (7) Refer LEP GAIN/REP participants to the GSW/RCM when a determination is made by Contractor that participation in Job Club is not beneficial as it would not prepare them for and/or lead to their employment. Language barrier shall not be a deciding factor when determining if Job Services is beneficial.

NOTE: The Contractor is to indicate on the GN 6007, Notification of Change from Service Provider, that the GAIN/REP participant is a LEP and will not benefit from Job Club activities.

4.8.2 Job Search (Second through Fourth Weeks)

4.8.2.1 Contractor Requirements

- a. The second through fourth weeks of Job Club services consist of classroom activities combined with Job Search activities. The goal of this activity is to teach GAIN participants various job finding skills to enable them to find work through their own efforts and enhance their chances of finding employment.

b. Contractor shall conduct the Workshop segment of this activity in a group and use a classroom format. Job finding skills training shall be provided with the classroom activities.

(1) On the first week of job search, GAIN/REP participants conduct a supervised or unsupervised job search for a job in their Individualized Job Search Plan and spend part of the day in a classroom setting learning job preparation skills.

(2) On the second week of job search, the GAIN/REP participants participate in a classroom setting discussing the obstacles they may have encountered in their job searches and methods to strengthen job preparation skills, e.g., interviewing techniques, calls to employers, securing job leads, etc., to have a successful job search.

GAIN/REP participants are assisted in overcoming hidden employment barriers and are provided individualized instruction and support if needed to secure employment and overcome obstacles encountered in a job search. Additional curriculum topics shall be considered for REP Job Club multilingual participants to review acculturation information determined to be beneficial to NE/NS participants as determined by the County.

Following the daily classroom activities, GAIN/REP participants resume their supervised or unsupervised initial job search for a job identified in their Individualized Job Search Plan.

(3) Participants will also participate in Job Placement sessions as they become

available, which includes a variable range of job leads called “Hot Jobs.” During this session, job leads are reviewed by the facilitator to provide step by step information and to allow for questions. Participants may also have the opportunity to meet with employers on site seeking to readily hire.

- (4) On the third week of job search, GAIN/REP participants will meet in a group setting each day and have a discussion about any obstacles they continue to encounter in job searches and to strengthen job preparation skills. Through individualized instruction and support, they are taught to focus on the area(s) needed to address/improve to obtain employment. GAIN and REP participants will be advised that Vocational Assessment will be initiated on the last week of Job Search for those participants who have not found full-time employment.

On the last day of the third week of job search, the Job Club Facilitator Shall provide a list of GAIN participants who have not found full-time employment and are participating in the fourth week of job search so they can be referred for Vocational Assessment.

- (5) During week four, GAIN/REP participants will meet each day in a group setting to receive individualized instruction support in their continued job search efforts.

On the fourth week of job search, Vocational Assessment services shall be initiated for GAIN/REP participants who have not been able to find full-time employment. On the morning of the assessment, the Job Club Facilitator shall meet with the other

team members of the Job Club/Vocational Assessment Team to develop the GAIN/REP participants' Proposed Employment Plans while the GAIN/REP participants are being tested.

Contractor shall contact the Refugee Case Manager (via telephone, e-mail or other means) for those REP participants participating in Vocational Assessment. (Contractor shall not refer REP participants to the GAIN co-located staff for this component.) The Refugee Case Manager will complete the GN 6006 and provide it to the Contractor (via fax, e-mail or other means). The Contractor will have the REP participant sign the GN 6006 and provide it to the REP participant.

Following the Vocational Assessment, GAIN/REP participants will be informed that the Employment Plan can assist them to identify future trainings. Participants may pursue an education and/or training to increase their employability. Participants are expected to continue seeking employment until the end of the Job Club assignment. The Job Club Facilitator shall meet with the other team members of the Vocational Assessment Team and the Job Developer to discuss the course of action to support the recommended employment plan.

- (6) Contractor shall collaborate with entities such as Workforce Investment Boards/Workforce Development Boards/AJCCs and local employers to coordinate their efforts for Job Club services.
- (7) Contractor shall work with County and contracted GAIN case management

staff to share employment opportunities and develop employment placements.

4.8.2.2 Workshop Content

Contractor shall ensure that the Job Club Workshop classroom activities shall cover the topics below:

- a.** Completion of employment application/on-line applications;
- b.** Resume writing; cover letters;
- c.** Telephone calls to employers;
- d.** In-person visits to employers;
- e.** Employment interviewing techniques;
- f.** Proper interview and work attire;
- g.** Job interview follow-up activities;
- h.** Job development skills;
- i.** Understanding work ethics;
- j.** How to enhance one's self-esteem, self-image, and confidence;
- k.** How to recognize and handle sex discrimination and sexual harassment;
- l.** Work incentive programs (Targeted Job Tax Credit), EITC and AEITC, and the premise that GAIN is a Welfare-to-Work program;
- m.** The effects and advantages of employment, e.g., self-determination; self-worth, positive role model for children, etc.;
- n.** Strategies to overcome barriers to employment and employment-related fears, resentment of mandatory participation in GAIN and supportive

services concerns, e.g., transportation and child care problems;

- o.** How to identify transferable and job-specific skills and self-management skills;
- p.** Job retention and advancement skills;
- q.** On-line job search techniques;
- r.** “Hot Jobs” job placement session;
- s.** How religious beliefs or practices, e.g., the belief that only men are responsible for family financial support or no work should be done on Saturdays, may become barriers to becoming employed, and how to deal with and overcome these situations;
- t.** Appropriate use of e-mail and social media as a job search tool; and
- u.** Registration as a job seeker on the Employment Development Department (EDD) CalJOBS website.

4.8.2.3 Activities

Contractor shall perform in the Job Club segment, at minimum, the following tasks:

- a.** Inform GAIN/REP participants that they are expected to maintain acceptable behavior, which includes regular attendance and cooperation and participation in the required activities;
- b.** Discuss and illustrate the County’s Work-Pays concept;
- c.** Teach employer requirements and expectations;
- d.** Refer GAIN/REP participants to the GSW/RCM to repeat the session beginning at the week from which they were dropped when they miss two days

of Job Club services, with the exception of the attendance at an approved visit to a job fair/ expo;

- e. Initiate referrals to the AJCCs, when appropriate.
- f. Inform LEP GAIN/REP participants prior to, or at the start of Job Club, orally and in writing, in the appropriate language, that the Job Club period may be shortened if it is determined by Contractor and the LEP participant that continued participation would not be beneficial, and refer participant to GSW/RCM for referral to the next GAIN activity;
- g. Ensure that GAIN/REP participants maintain their Welfare-to-Work weekly participation requirement, which is 20 hours for parents with a child under six years old, 30 hours for a single household with a child six years of age or older, 35 hours for a two-parent household, and 32 hours for REP/RCA participants;
- h. Refer GAIN/REP participants to the GSW/RCM when a determination is made by Contractor that participation in Job Club is not beneficial as it would not prepare them for and/or lead to their employment;
- i. Ensure that GAIN/REP participants complete a Job Search questionnaire;
- j. Encourage participants to register as a job seeker on the EDD website.
- k. Review GAIN/REP participant's "Individualized Job Search Plan" to ensure the employment choices are appropriate;
- l. Provide GAIN/REP participants' instruction and access to the Department

- of Labor O*NET self-assessment or other appropriate tools prior to vocational assessment;
- m. Ensure “Job Preparation Guide” classroom exercises are completed by GAIN/REP participants;
 - n. Review Contractor-selected GOALS Program keys with GAIN/REP participants;
 - o. Present a Certificate of Completion to each GAIN/REP participant at the conclusion of the Job Club activity;
 - p. Ensure GAIN/REP participants develop an individualized Job Search plan;
 - q. Teach GAIN/REP participants Job Search related computer skills building exercises;
 - r. Obtain Feedback Sheets from each GAIN/REP participant concerning his/her evaluation and understanding of Job Club activities.

4.8.3 Supervised Job Search

Contractor Required Services for Participants

- a. Job Search can be a stand-alone activity for two-four weeks depending on when the Vocational Assessor recommends it as part of the GAIN/REP participant’s employment plan. Contractor shall ensure Job Search class not to exceed four consecutive weeks, totaling no more than six weeks total in a 12 month period.
- b. Contractor shall verify GAIN/REP participants’ job interview efforts, when suspicious.
- c. Contractor shall provide staff to regularly meet with GAIN/REP participants during their job search to plan follow-up job search strategies.
- d. Contractor shall document each GAIN/REP participant’s job search progress and performance.

- e. Contractor shall post job listings for GAIN/REP participants to access.
- f. Contractor shall routinely hold job fairs and Job Placement sessions ensuring that GAIN/REP participants attend.
- g. Contractor shall develop/maintain Workforce Development Center and resources.

4.9 SCHEDULING/ENROLLING GAIN/REP PARTICIPANTS INTO JOB CLUB

4.9.1 Scheduling

Contractor shall perform the following tasks when scheduling GAIN/REP participants into Job Club services. The requirements below are applicable when scheduling participants to the four-week Job Club.

4.9.1.1 Contractor shall schedule GAIN/REP participants to begin their initial Job Club services activity on the next available Monday from the date the telephone scheduling request is made by the GSW/RCM.

4.9.1.2 Contractor shall if the number of participants increases and results in Contractor having to provide additional classes, any additional cost as a result of the additional classes would require a negotiated amendment approved by the County as provided in Subsection 8.1 of this Contract.

4.9.2 Enrolling

4.9.2.1 Contractor shall perform the following tasks when enrolling GAIN/REP participants into Job Club services as referred by the GSW on a Exhibit A, Technical Exhibit 11, the GN 6006, Service Provider Referral. The requirements below are applicable when enrolling GAIN participants into Orientation/Job Club.

NOTE: When the time frame is shortened, at the request of the GSW/RCM and/or Contractor, the reason shall be recorded by the Contractor's Reservation Clerk.

- 4.9.2.2** Contractor shall assure there is a minimum of four (4) GAIN/REP participants attending each Job Club session by over-booking. The initial Job Club session shall not be canceled for any reason, even if less than four (4) GAIN/REP participants show up.
- 4.9.2.3** Contractor shall collect the Exhibit A, Technical Exhibit 11, the GN 6006, Service Provider Referral, from the GAIN/REP participant upon his/her arrival to the scheduled Job Club session.
- 4.9.2.4** Contractor shall review the Exhibit A, Technical Exhibit 11, the GN 6006, to confirm the duration of the required Job Club session. Contact the GSW/RCM immediately for any needed clarification.
- 4.9.2.5** As determined by the County, the Contractor shall report to GSW the participant's start date by:
- a.** Completing the portion on the Exhibit A, Technical Exhibit 11, the GN 6006, retaining the original for Contractor's records, and returning a copy to the GSW within three (3) workdays from the date the GAIN/REP participant starts a Job Club services activity.
 - b.** Updating LRS/CalACES as directed by the County.

4.10 NOTIFICATION OF CHANGES

4.10.1 The following applies to GAIN/REP participants in Job Club:

Contractor shall update LRS/CalACES within one (1) workday of any change in circumstances that will affect the participants and/or their status in GAIN. Update the appropriate screens as directed by the County. Changes may include, but are not limited to, the following:

- 4.10.1.1** GAIN/REP participant has completed his/her Job Club services assignment.

- 4.10.1.2** GAIN/REP participant accepts or refuses a job offer.
- 4.10.1.3** GSW/RCM reschedules the initial Job Club start date.
- 4.10.1.4** GAIN/REP participant fails to appear for the start of Orientation or a Job Club session.
- 4.10.1.5** The Job Club services assignment is terminated by Contractor because GAIN/REP participant fails to attend or make satisfactory progress in his/her Job Club activity.
- 4.10.1.6** Contractor drops GAIN/REP participant from Job Club session due to two or more days of unexcused absences from Job Club.
- 4.10.1.7** GAIN/REP participant requires Welfare-to-Work expenses, and additional support services, i.e., grants, loans, in-kind donations such as books, clothing, tools, etc., to obtain employment.
- 4.10.1.8** GAIN/REP participant needs Specialized Supportive Services, including support for health issues in the home (family members that need care; Domestic Violence; Mental Health; drugs and alcohol) or needs a change in supportive services.
- 4.10.1.9** GAIN/REP participant did not complete the Orientation/Job Club session activities due to being referred to a Specialized Supportive Service, such as Domestic Violence, Mental Health, or Substance Use Disorder.
- 4.10.1.10** Contractor recommends a change in the duration of the Job Club activity.
- 4.10.1.11** GAIN/REP participant opts for Dual Track.
- 4.10.1.12** Any other change relevant to GAIN/REP participant's GAIN, RCA and/or CalWORKs case.
- 4.10.1.13** GAIN/REP participant is LEP and would not benefit from Job Club activities as the first Welfare-to-Work Activity.

- 4.10.1.14** GAIN/REP participant and Contractor agree that continuance of Job Club will not be beneficial as the first Welfare-to-Work activity.

4.10.2 LRS/CalACES Procedures

Contractor will be allowed limited access to LRS/CalACES to increase the effectiveness of the exchange of information on the participation of GAIN/REP participants.

Contractor shall access LRS/CalACES to expedite the notice to the GSW/RCM that a participant has completed or was dropped from Job Club. The Contractor shall complete the GN 6007 for participants that report employment or when a need for Supportive Services such as Mental Health, Substance Use Disorder or Domestic Violence is discovered.

Contractor is to update LRS/CalACES to indicate if the participants who were referred to Orientation/Job Club showed, did not show, completed Job Club with employment, completed Job Club with no employment, or were dropped from Job Club. LRS/CalACES must be updated within one work day.

Contractor shall update LRS/CalACES to input the information that used to be updated by LRS. Additional information may be requested to be updated to include the scheduling of participants for Job Club via LRS/CalACES.

4.10.2.1 To close Orientation/Job Club Component

From LRS/CalACES home page:

- Select the Orientation/Job Club Component to be closed from the Customer Activities List Page.
- Click the edit button and the add button.
- The Customer Activity Status Detail page displays. This is where a new status for the activity may be added.
- Enter a Status, a Status Reason, and the Status Begin Date. Select Closed from the Status drop list. Select a reason from the Status Reason drop list. Enter a date under the Begin Date field. Click Save.

Confirm the status update on the Customer Activities Status Detail page. Click the Save and Return button.

4.10.2.2 If the Participant is a No Show for Job Club:

- Select the Orientation/Job Club Component to be updated from the Customer Activities List Page.
- Click the edit button and the add button.
- The Customer Activity Status Detail page displays. This is where a new status for the activity may be added.
- Enter a Status, a Status Reason, and the Status Begin Date. Select Closed from the Status drop list. Select No Show from the Status Reason drop list. Enter a date under the Begin Date field. Click Save.

NOTE: Confirm the status update on the Customer Activities Status Detail page. Click the Save and Return button.

4.10.3 When LRS/CalCES and other systems are used by case managers, Contractor shall comply with necessary training to access the system, as necessary.

4.11 JOB DEVELOPMENT

Contractor Requirements

4.11.1 Contractor shall work with employers to identify and create a pool of job opportunities for GAIN/REP participants. Job Development efforts shall target large, stable and/or expanding occupations.

4.11.2 Contractor shall maintain a referral system in which the needs and interests of GAIN/REP participants are matched with the needs and interests of employers;

4.11.3 Contractor shall meet periodically and also attend quarterly Job Development Cluster meetings with County/contracted GAIN/REP case management staffs' job developers to network, share employment opportunities, develop employment placements, review effective job development

processes and promote the common goal of GAIN/REP, which is participant employment and employment retention and advancement;

4.11.4 Contractor shall support non-traditional jobs for GAIN/REP participants;

4.11.5 Contractor shall screen referrals to match employer needs;

4.11.6 Contractor shall post job openings in Contractor and Regional GAIN offices; and

4.11.7 Contractor shall hire GAIN/REP participants.

4.12 FLEX (CONCURRENT) JOB CLUB/SEARCH

This activity is for GAIN/REP participants assigned to the Orientation/Job Club who need a flexible Job Club/search due to attending another Welfare-to-Work activity, e.g., school or part-time work. Participants must be available to participate in Flex Job Services for a minimum of 10 hours per week.

Contractor Requirements

Contractor shall provide flexible part-time Job Club activities for GAIN/REP participants identified on the GN 6006, Service Provider Referral, in a Self-Initiated Program/or another school program, working part-time or who have accepted Dual Track, if such services are compatible with participants' work/school schedule.

4.13 JOB OPENING INFORMATION

Contractor Requirements

Contractor shall include primarily county-wide job openings that are appropriate to the needs and skill level of GAIN participants.

4.14 JOB PLACEMENT

Contractor Requirements

Contractor shall provide job placement services, i.e., direct job referrals, to all GAIN/REP participants as part of the overall Job Club activity. Job referrals shall be provided to GAIN participants on an individualized basis. Job placement activities may include, but are not limited to, referring GAIN/REP participants to jobs that are:

- a. Listed by employers with the State Employment Development Department;

- b. Developed independently by Contractor; and
- c. Developed by partnering agencies.

4.15 TRAINING CLASSES

4.15.1 Contractor shall implement and provide specialized short-term training classes for Welfare-to-Work participants based on the demand occupations in the current labor market. The training programs are to be approved by the County. This may include classes for NE/NS REP participants.

4.15.2 When developing and implementing training programs, the Contractor shall consider the following:

- Participants' training and employment needs;
- Labor market conditions and employment trends/projections;
- Demand occupations and staffing patterns as established by the California Department of Labor;
- Impact of training on the individual's marketable skills.

4.15.3 Contractor shall identify and recommend supplemental education or training e.g., math, computer literacy, English boot camps to enable participants to succeed in these in demand occupations.

4.15.4 Contractor shall develop partnerships with the, Community Colleges, adult schools or other educational/vocational entities that offer specialized training/educational classes.

4.15.5 Contractor shall provide job development and employment opportunities tailored to training received by participants enrolled in the class.

4.15.6 Contractor shall provide other specialized short-term trainings/educational classes as agreed upon by Contractor and County, as long as funds are available in Contract budget.

4.15.7 Contractor shall create a participant folder for each participant who starts a short-term training/educational program. County and Contractor shall mutually agree to documents that should be contained in the folder.

5.0 PERFORMANCE MEASURES

5.1 JOB PLACEMENT RATE

- 5.1.1** Contractor shall maintain an annual Job Placement Rate of 40 percent for GAIN and REP, consisting of full-time and part-time jobs. Two part-time placement jobs will be equal to one-full-time placement.
- 5.1.2** If the annual Job Placement Rate falls below the required percentage for a particular GAIN/REAS Region, a Contract Discrepancy Report will be issued to the Contractor.
- 5.1.3** The Job Placement Rate is the annual Countywide Ratio of Job Placement Count to the Net Start Count (Job Club Session Count).
- 5.1.4** For the four-week Job Club, Contractor's "placement window" shall begin on regular GAIN/REP participants' first day in the four-week Job Club session and end eight weeks following the end date of the four-week Job Club session.
- 5.1.5** Contractor shall count part-time employments of Flex or Dual Track participants acquired during the Job Club placement window as equivalent to a full-time placement.
- 5.1.6** Contractor shall count a 20-hour job as a full-time placement for participants who have a child under six years old, are single parents, and are only required to participate 20 hours in a WTW activity.
- 5.1.7** Persons removed from Job Club at the request of the GAIN/RCM Services Worker will not be included in calculating the Job Placement Rate.
- 5.1.8** Participants starting a Short-Term Training program right after Job Club will not be included in calculating the Net Start Count.
- 5.1.9** The Net Start Count shall not include duplicated cases.
- 5.1.10** Contractor shall include in the calculation of full-time placement rate all full-time placements into subsidized employment if within the placement window.
- 5.1.11** If the unemployment rates decline or increase significantly at any time after July 2018, at County's discretion the placement target rate will be adjusted accordingly.

5.1.12 Contractor is expected to maintain an annual Job Placement Rate of 40 percent for Short-Term Training program participants who have completed their approved training program and have been placed into unsubsidized employment. Job Placement Rate for short-term training programs is calculated 60 days from completion of short-term training program.

5.1.13 Contractor shall count placements in the month they occur resulting from GAIN/REP participant's completion of an approved short-term training program. Placement shall occur within 60 days from the completion of the short-term training.

5.1.14 Contractor shall not count placement from a short-term training completion towards the Job Club employment placement rate, unless the participant completes and finds employment during the Contractor's Job Club placement window.

5.1.15 One participant placed into both a part-time school activity and part-time employment during the placement window shall be counted as one full-time placement.

5.2 PARTICIPATION RATE

5.2.1 The Contractor shall maintain an annual overall acceptable Job Club Start Rate of 50% of all participants scheduled for Job Club.

5.2.2 The Contractor shall maintain an annual overall acceptable Job Club Completion Rate of 75% of all participants who start Job Club.

5.2.3 The Contractor shall maintain an annual overall Short-Term Training completion rate of 65% of all participants who start an approved short-term training program.

5.3 FISCAL DEDUCTION

5.3.1 To the extent that the annual Job Club Start Rate falls below the required percentage, a fiscal deduction of \$6,000 per FY may be assessed.

5.3.2 To the extent that the Contractor's annual Job Club Completion Rate falls below the required percentage, a fiscal deduction of \$6,000 per FY may be assessed.

- 5.3.3** To the extent that the Contractor's annual Job Placement Rate for Job Club falls below the required percentage, a fiscal deduction of \$6,000 per FY may be assessed.
- 5.3.4** To the extent that the Contractor's annual Job Placement Rate for Short Term Training program falls below the required percentage, a fiscal deduction of \$3,000 per FY may be assessed.
- 5.3.5** To the extent that the Contractor's annual Completion Rate for the Short Term Training program falls below the required percentage, a fiscal deduction of \$3,000 per FY may be assessed.

EXHIBIT A, STATEMENT OF WORK
TECHNICAL EXHIBITS
PERFORMANCE REQUIREMENTS SUMMARY CHART

PERFORMANCE REQUIREMENT SUMMARY FOR GAIN JOB READINESS AND
CAREER PLANNING SERVICES CONTRACT

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>1. Provide GAIN Program orientation training to public contact employees. <i>(Exhibit A - Statement of Work)</i> Section 3.0 - Contractor Furnished Items Subsection 3.3 – Training (3.3.2)</p>	<p>100% of Contract staff receives GAIN Program orientation within 30 calendar days of starting employment.</p>	<p>None</p>	<p>On-site Observation Random Sampling Review of MMR Review of Employee Training Folder</p>	<p>\$500 per occurrence</p>
<p>2. Ensure all direct service employees are trained on County-approved and/or Contractor-developed curriculum. <i>(Exhibit A - Statement of Work)</i> Section 3.0 - Contractor Furnished Items Subsection 3.3 Training (3.3.2 & 3.3.4.1)</p>	<p>100% of Contractor staff is trained on approved curriculum prior to Contract start date or within 30 calendar days of starting employment.</p>	<p>None</p>	<p>On-site Observation Random Sampling Review of MMR Review of Employee Training Folder</p>	<p>\$500 per occurrence</p>
<p>3. Ensure all direct service employees are trained on County's GOALS Program. <i>(Exhibit A - Statement of Work)</i> Section 3.0 - Contractor Furnished Items Subsection 3.3 – Training (3.3.1)</p>	<p>100% of Contractor staff is trained on GOALS Program prior to the Contract start date, and for newly hired employees, prior to performing the Contract services.</p>	<p>None</p>	<p>On-site Observation Random Sampling Review of MMR Review of Employee Training Folder</p>	<p>\$500 per occurrence</p>
<p>4. Provide One-Day Orientation to all new Contract employees on a quarterly basis. <i>(Exhibit A - Statement of Work)</i> Section 3.0 - Contractor Furnished Items Subsection 3.3-Training (3.3.3)</p>	<p>100% of new Contractor staff receive One-Day Orientation within 90 days of starting employment.</p>	<p>None</p>	<p>On-site Observation Random Sampling Review of MMR Review of Employee Training Folder</p>	<p>\$500 per occurrence</p>
<p>5. Provide a two-week quarterly in-service training for all new staff on the new Job Club model and report results on Contractor's MMR. <i>(Exhibit A - Statement of Work)</i> Section 3.0 - Contractor Furnished Items Subsection 3.3 - Training (3.3.4)</p>	<p>100% of new Contractor staff is provided a two-week quarterly in-service on the new Job Club model and training results are reported on the MMR.</p>	<p>None</p>	<p>On-site Observation Random Sampling Review of MMR Review of Employee Training Folder</p>	<p>\$500 per occurrence</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>6. Provide a one-day orientation for new employees quarterly and report attendee names on MMR. (Exhibit A - Statement of Work) Section 3.0 - Contractor Furnished Items Subsection 3.3 - Training (3.3.3)</p>	<p>100% of new Contractor staff is provided a one-day orientation and all the attendee names are reported on the MMR.</p>	<p>None</p>	<p>On-site Observation Random Sampling Review of MMR Review of Employee Training Folder</p>	<p>\$500 per occurrence</p>
<p>7. Provide training workshops for direct services management and non-management staff during each Contract year. (Exhibit A - Statement of Work) Section 3.0 - Contractor Furnished Items Subsection 3.3 - Training (3.3.4)</p>	<p>100% of all direct services management and non-management staff receive training workshops during each Contract year.</p>	<p>None</p>	<p>On-site Observation Random Sampling Review of MMR Review of Employee Training Folder</p>	<p>\$500 per occurrence</p>
<p>8. Resolve systems problems (Exhibit A - Statement of Work) Section 4.0 - Specific Tasks Subsection 4.5 - Reporting Tasks (4.5.5)</p>	<p>Resolve any Contractor's system problem within five (5) workdays of discovery.</p>	<p>None</p>	<p>User Complaint Review of QC Plan Random Sampling Review of MMR On-site Observation</p>	<p>2% of Contractor's monthly flat fee per occurrence</p>
<p>9. Ensure that Confidentiality Agreements for all employees are on file. Contract: Section 7.0 - Administration of Contract Contractor Subsection 7.5 - Confidentiality</p>	<p>100% of all Contractor's staff has Confidentiality Agreements on file prior to employment start date.</p>	<p>None</p>	<p>Review of Employee's Folder</p>	<p>\$500 per occurrence</p>
<p>10. Invoices are submitted to County timely. Contract: Section 5.0 - Contract Sum, Subsection 5.5 - Invoices and Payments</p>	<p>All monthly invoices are timely submitted within fifteen 20 calendar days after the service month.</p>	<p>One (1) business day.</p>	<p>Management Review of Reports</p>	<p>\$500 per occurrence for late submission up to 29 days and additional \$500 for each additional month late</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>11. Reports are submitted to County timely <i>(Exhibit A - Statement of Work)</i> <i>Section 4.0 - Specific Tasks</i> <i>Subsection 4.5 - Reporting Tasks</i> <i>(4.5.1)</i></p>	<p>All reports are timely submitted by the fifteenth (15) calendar day of the following month in which the Contractor performed the activities as required by County.</p>	<p>One (1) business day</p>	<p>Management Review of Reports</p>	<p>\$500 per occurrence</p>
<p>12. Ensure that invoices and reports are complete and accurate. <i>Contract:</i> <i>Part 4.0 - Specific Tasks</i> <i>Subsection 4.5 - Reporting Tasks</i> <i>(4.5.1)</i></p>	<p>All invoices and reports are complete and accurate.</p>	<p>None</p>	<p>Management Review of Reports and Invoices On site observation</p>	<p>\$500 per occurrence</p>
<p>13. Investigate user complaints. <i>Contract:</i> <i>Section 8.0 - Standard Terms and Conditions</i> <i>Subsection 8.5 - Complaints</i></p>	<p>Complaints are investigated per the County-approved plan for investigating complaints.</p>	<p>None</p>	<p>User Complaint Management Review of Responses to Complaints</p>	<p>\$500 per occurrence</p>
<p>14. Maintain a quality control system. <i>(Exhibit A - Statement of Work)</i> <i>Section 1.0 - General</i> <i>Subsection 1.2 - Quality Control</i></p>	<p>Contractor complies with County-approved quality control plan.</p>	<p>None</p>	<p>User Complaint Review of QC Plan Random Sampling Review of MMR On-Site Observation</p>	<p>2% of Contractor's monthly flat fee per occurrence</p>
<p>15. Provide staff to discuss problems, attend meetings and provide participant records as requested by County. <i>Contract:</i> <i>Section 7.0 - Administration of Contract – Contractor</i> <i>Subsection 7.1- Contractor Manager</i></p>	<p>Staff is available 100% of the time, as requested by County.</p>	<p>None</p>	<p>User Complaint</p>	<p>\$500 per occurrence</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>16. Comply with equal employment opportunity, nondiscrimination, and civil rights requirements.</p> <p>Contract: Section 8.0 - Standard Terms and Conditions Subsection 8.7 - Civil Rights Subsection 8.29 - Nondiscrimination</p>	<p>Contractor is in compliance with equal employment opportunity, nondiscrimination, and civil rights requirements 100% of the time.</p>	<p>None</p>	<p>User Complaint On-Site Observation</p>	<p>\$500 per occurrence</p>
<p>17. Report all suspected child abuse, elder abuse and welfare fraud.</p> <p>Contract: 9.0 Unique Terms and Conditions 9.1 Child/Elder Abuse/Fraud Reporting</p>	<p>100% of the time suspected child abuse; elder abuse and welfare fraud is reported within the required timeframe specified in the California Penal Code and California Welfare and Institution Code.</p>	<p>None</p>	<p>User Complaint Random Sampling</p>	<p>\$50 per occurrence per day</p>
<p>18. Update and maintain LRS/CalACES inventory.</p> <p>(Exhibit A - Statement of Work) Subsection 3.4 Contractor Furnished Items</p>	<p>Inventory is updated and maintained according to County standard. Inventory updates shall be made within five (5) workdays after any change occurs in the data.</p>	<p>None</p>	<p>User Complaint</p>	<p>\$500 per occurrence</p>
<p>19. Provide the required Orientation direct and related services that are specifically outlined in the Statement of Work to GAIN/REP participants in a timely manner and for the appropriate duration covering all curriculums, as required by County.</p> <p>(Exhibit A - Statement of Work) Section 4.0 - Specific Tasks Subsection 4.6 - Orientation Services</p>	<p>100% of the time required Orientation services are performed and are provided timely.</p>	<p>None</p>	<p>User Complaint Random Sampling On-Site Observation Review of MMR</p>	<p>2% of Contractor's monthly flat fee per occurrence</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>20. Provide the required Job Club direct and related services that are specifically outlined in the Statement of Work to GAIN/REP participants in a timely manner and for the appropriate duration covering all curriculums, as required by County. <i>(Exhibit A - Statement of Work)</i> Section 4.0 - Specific Tasks Subsection 4.7 - Job Club Services</p>	<p>100% of the time required Job Club services are performed and are provided timely.</p>	<p>None</p>	<p>User Complaint Random Sampling On-Site Observation Review of MMR</p>	<p>2% of Contractor's monthly flat fee per occurrence</p>
<p>21. Maintain participant records as required. <i>(Exhibit A - Statement of Work)</i> Section 4.0 - Specific Tasks Subsection 4.2 – Record Keeping</p>	<p>Participant records are maintained in accordance with County requirements.</p>	<p>None</p>	<p>User Complaint Random Sampling</p>	<p>\$500 per occurrence</p>
<p>22. Perform all management tasks outlined in the Statement of Work and as requested by County. <i>(Exhibit A - Statement of Work)</i> Section 4.0 - Specific Tasks Subsection 4.1 - Contractor Management Services Contract: Section 7.0 - Administration of Contract - Contractor Subsection 7.1 - Contractor Manager</p>	<p>100% of all management tasks are performed by Contractor as required.</p>	<p>None</p>	<p>User Complaint Random Sampling On-Site Observation Review of MMR</p>	<p>\$500 per occurrence</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>23. Ensure key management staff (Contract Manager/Alternate Contract Manager) are staffed as agreed upon and replaced when there is a vacancy. <i>(Exhibit A - Statement of Work)</i> Section 4.0 - Specific Tasks Subsection 4.1 - Contractor Management Services Subsection 4.2 - Record Keeping Contract: Section 7.0 - Administration of Contract - Contractor Subsection 7.1 - Contractor Manager</p>	<p>100% of the time key management staff are provided as agreed and replaced within 30 calendar days of a vacancy.</p>	<p>None</p>	<p>User Complaint On-Site Observation</p>	<p>2% of Contractor's monthly flat fee</p>
<p>24. Provide staff levels as agreed upon for delivery of Orientation and Job Club services and ensure that vacancies are filled and do not negatively impact service delivery. <i>(Exhibit A - Statement of Work)</i> Section 4.0 - Specific Tasks Subsection 4.1 - Contractor Management Services Contract: Section 7.0 - Administration of Contract – Contractor Subsection 7.1 - Contractor Manager</p>	<p>100% of the time services are staffed at agreed upon levels. In cases where staffing levels fall below the agreed upon level, staffing levels at the agreed upon level will be resumed within 30 calendar days, and there is no adverse impact on service delivery due to the reduction in staffing.</p>	<p>None</p>	<p>User Complaint On-Site Observation</p>	<p>2% of Contractor's monthly flat fee</p>
<p>25. Provide all direct services outlined in the Statement of Work during County's normal business hours, Monday through Friday, and Saturday as required by County. <i>(Exhibit A - Statement of Work)</i> Section 1.0 - General, Subsection 1.64 - Hours of Operation</p>	<p>100% of direct services are performed by Contractor during the required hours of operation.</p>	<p>None</p>	<p>User Complaint Random Sampling On-Site Observation Review of MMR</p>	<p>2% of Contractor 's monthly flat fee</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>26. Provide insurance verification to the County Contract Administrator (CCA) Contract: Section 8.0 - Standard Terms and Conditions Subsection 8.22 and 8.26 – Insurance Coverage Requirements.</p>	<p>All insurance policies are current and meet insurance requirements.</p>	<p>None</p>	<p>Annual review of documents User Complaint Random Sampling On-Site Observation</p>	<p>2% of Contractor's monthly flat fee</p>
<p>27. Provide County with an inventory list of all County-furnished equipment, materials, etc. Maintains and updates list regularly throughout term of contract. (Exhibit A - Statement of Work) Subsection 3.2 - Contractor Furnished Items.</p>	<p>Inventory list is provided to County as required and updated regularly.</p>	<p>None</p>	<p>User Complaint Random Sampling On-Site Observation Review of MMR</p>	<p>2% of Contractor's monthly flat fee</p>
<p>28. Ensure that participants participate in Job Club sessions. (Exhibit A - Statement of Work) Section 5.0 - Performance Measures (5.2.1)</p>	<p>Contractor maintains an annual Job Club Show Rate of 50% of the total referred (scheduled) participants.</p>	<p>None</p>	<p>Review of MMR</p>	<p>\$6,000 annually</p>
<p>29. Ensure that participants complete Job Club classes. (Exhibit A - Statement of Work) Section 5.0 - Performance Measures (5.2.2)</p>	<p>Contractor maintains an annual Job Club Completion Rate of 75% of the total participants who start Job Club.</p>	<p>None</p>	<p>Review of MMR</p>	<p>\$6,000 annually</p>
<p>30. Place participants into full-time employment that is expected to last for more than 30 days. (Exhibit A - Statement of Work) Section 5.0 - Performance Measures</p>	<p>Contractor maintains an annual Full-Time Placement Rate, as described in Paragraph 5.1.1, of 40% of the net total participants who start Job Club shall be placed into full-time employment.</p>	<p>None</p>	<p>County will reconcile Contractor's job placements to its job sessions and against County data.</p>	<p>\$6,000 annually</p>
<p>31. Ensure that participants complete their short-term training (Exhibit A - Statement of Work) Section 5.0 – Performance Measures Subsection 5.2 – Participation Rate</p>	<p>Contractor maintains an annual Completion Rate of 65% of short-term training participants who start their training.</p>	<p>None</p>	<p>County will reconcile Contractor's job placements to its job sessions and against County data.</p>	<p>None</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>32. Ensure that short-term training participants are placed in unsubsidized employment</p> <p><i>(Exhibit A - Statement of Work)</i> <i>Section 5.0 – Performance Measures</i></p>	<p>Contractor maintains an annual Job Placement Rate of 40% of short-term training participants who complete their training.</p>	<p>None</p>	<p>County will reconcile Contractor's job placements to its job sessions and against County data.</p>	<p>\$3,000 annually</p>

EXHIBIT A, STATEMENT OF WORK

TECHNICAL EXHIBIT 2

CONTRACT DISCREPANCY REPORT

EXHIBIT A, STATEMENT OF WORK

TECHNICAL EXHIBIT 3

GAIN CONTRACTOR CIVIL RIGHTS

COMPLAINT ACTIVITY REPORT

**GAIN/GROW/REAS CONTRACTOR
CIVIL RIGHTS COMPLAINT ACTIVITY REPORT**

MONTH : _____

I. IDENTIFYING INFORMATION

Name of Contractor

Contractor ID Number

Address

Contact Person

Telephone Number

II. SOURCE OF NEW COMPLAINTS

DPSS _____

GAIN/GROW/REAS Participant _____

Other: _____

Total Received _____

III. INVESTIGATION ACTIVITY

Number

Carried over from prior month _____

Received during the month _____

Total on hand during month _____

Finalized during the month
(For Disposition, refer to Section IV) _____

Total on hand at the end of month: _____

Distribution: Original three copies to DPSS, fourth copy kept on file by Contractor for five years

IV. INVESTIGATION/COMPLAINT DISPOSITION

Date Received	Case Name	Case Number	Alleged Basis of Discrimination	Subcontractor Name	Disposition

EXHIBIT A, STATEMENT OF WORK
TECHNICAL EXHIBIT 4
MONTHLY MANAGEMENT REPORT LIST

I. Orientation MMR:

- Summary Letter GAIN/REP
- Orientation Summary (Starts, Shows, Completes)
- Orientation Services/Sessions for all sites individually and collectively
- JC Penney Gift Card Summary Report
- Orientation - Overall Evaluation Rating
- Orientation - Participant Evaluation Summary
- Orientation - Services Report for REP
- Orientation Services Summary
- NE/NS-REP Orientation Services-Session Summary
- NE/NS-REP Summary (Starts, Shows, Completes)
- NE/NS-REP Participant Evaluation Summary
- NE/NS-REP Orientation - Overall Evaluation Rating

II. Job Club MMR

- Summary Letter (Narrative)
- Success Stories
- Supportive Services Presentation Summary
- List of Dual Track Participants
- Deferred Referrals Grouped by Reasons of Deferral
- Summary of Participant Evaluation Replies
- Combined MMR Summary (EJC/VA and NENS/REP)
- Combined Transferred Out Summary (EJC/VA and NENS/RE)
- NENS/REP MMR Summary
- NENS/REP Transferred Out By Site and NENS and REP Breakdown
- NENS/REP Starts by Site
- NENS/REP Full Time Placements
- NENS/REP Part Time Placements
- NENS/REP Wage Summary
- NENS/REP Below Living Wage, Living Wage With and Without Benefits
- NENS/REP Voc Assessment Summary
- NENS/REP Voc Assessment List of Scheduled/Showed and Placed
- EJC/VA MMR Summary
- EJC/VA Transferred Out Summary and List Sorted By Site
- EJC/VA List of Starts (English and Spanish Combined)
- EJC/VA List of English Starts Sorted by Site
- EJC/VA List of Spanish Starts Sorted by Site
- EJC/VA Full Time Placements Sorted by Site

- EJC/VA Part Time Placements Sorted by Site
- EJC/VA Full Time English Placements Sorted by Site
- EJC/VA Part Time English Placements Sorted by Site
- EJC/VA Full Time Spanish Placements Sorted by Site
- EJC/VA Part Time Spanish Placements Sorted by Site
- EJC/VA Average Wage Summary
- EJC/VA Below Living Wage, Living Wage with and Without Benefits
- EJC/VA Voc Assessment Summary

EXHIBIT A, STATEMENT OF WORK
TECHNICAL EXHIBIT 5
GAIN PARTICIPANT FEEDBACK SHEETS



Los Angeles County Office of Education, GAIN Division
GAIN Orientation/Motivation Evaluation



The Los Angeles County Office of Education (LACOE) is contracted by the Department of Public Social Services (DPSS) to provide Orientation/Motivation and Job Services for the GAIN Program. Your comments will be forwarded to DPSS in an effort to evaluate if contract requirements are being met by LACOE.

Date _____ Orientation/Motivation Site _____

Facilitator _____

FACILITATORS (INSTRUCTORS)

Agree

Disagree

- | | | |
|---|--------------------------|--------------------------|
| 1. Did the LACOE Facilitator tell you that the purpose of GAIN is to help you get a job and become self-sufficient? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Did the LACOE Facilitator explain why you are better off working than on welfare? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Did today's program increase your belief that you can support your family without welfare? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Are you ready to participate in GAIN? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Did a supportive services representative from child care conduct a presentation in your class? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. If yes, was the information presented in a clear and concise manner? | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Did a supportive service representative discuss mental health, substance abuse, and domestic violence? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. If yes, was the information presented in a clear and concise manner? | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Did the LACOE facilitator inform you that supportive services are available to you i.e.; child care, transportation, clothing, housing, emergency transportation, as well as mental health, substance abuse and domestic violence? | <input type="checkbox"/> | <input type="checkbox"/> |

OVERALL RANKING

- Very Good
 Good
 Fair
 Poor
 Very Poor

ADDITIONAL INFORMATION

My short term goals: _____

My long term goals: _____

Change self-talk from, "It's hard to find a job to support myself and my family," to: _____

My next step to getting a job is: _____

How will I use the ten keys in my life: _____

My affirmation for self-sufficiency is: _____

Comments: _____



**Los Angeles County
Office of Education**
GAIN DIVISION
A Job ▶ A Better Job ▶ A Career
GAIN Job Club Evaluation

TODAY'S DATE: _____
(The above date must be the second Friday of each class)

The Los Angeles County Office of Education (LACOE) is contracted by the Department of Public Social Services (DPSS) to provide Orientation/Motivation and Job Services for the GAIN Program. Your comments will be forwarded to DPSS in an effort to evaluate if contract requirements are being met by LACOE.

Job Club Site _____ Facilitator _____

Class Start Date _____ Class Name (e.g., Eng/Span) _____

FACILITATORS (INSTRUCTORS)

- I thought the LACOE staff was professional and helpful
- I thought the staff was well prepared and organized.

Agree

Disagree

MATERIALS

- I thought the classroom materials, and the manner in which they were presented, were effective.
- The Individualized Job Search Plan has helped me to organize and plan for my job search.

OVERALL PROCESS

- The first two weeks of Job Services has helped me develop the necessary skills to find a job.
- I was able to address barriers to employment and access resources to overcome those barriers.
- Listening to the supportive services presentations and meeting with the service providers, was of great benefit.
- Overall Job Services has been a positive experience.

FACILITY

- I thought the Job Services facility was neat and organized and the classroom environment was motivating and conducive to learning.

Revised June 2012, ps

GAIN Job Club Evaluation

The Los Angeles County Office of Education (LACOE) is always seeking ways to deliver services more creatively and efficiently. In an effort to continue to improve our program, your comments will provide valuable feedback as to whether or not we are meeting our goals. These additional comments will be forwarded to the LACOE GAIN Program supervisors and managers.

ADDITIONAL INFORMATION

If you missed any days or time from the first two weeks of Job Services, what prevented you from attending? _____

Were you treated with courtesy and was your input valued? _____

Did the staff serve as positive role models for the program's requirement of dressing professionally and being on time? _____

How did the Individual Job Search Plan assist you in developing your job search plan? _____

What did you like best about week one, Workforce Preparation/Advanced Preparation? _____

How can week one, Workforce Preparation/Advanced Preparation be improved? _____

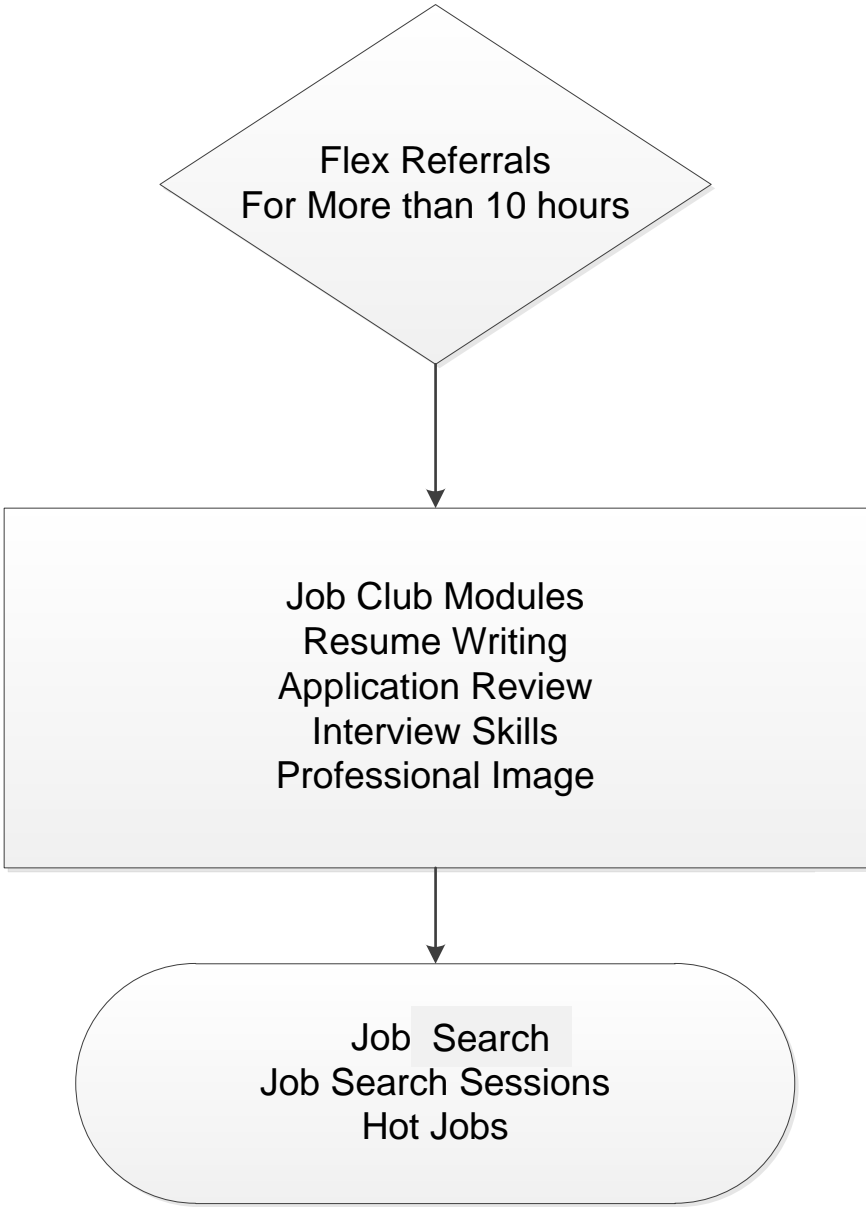
What did you like best about week two, Job Club? _____

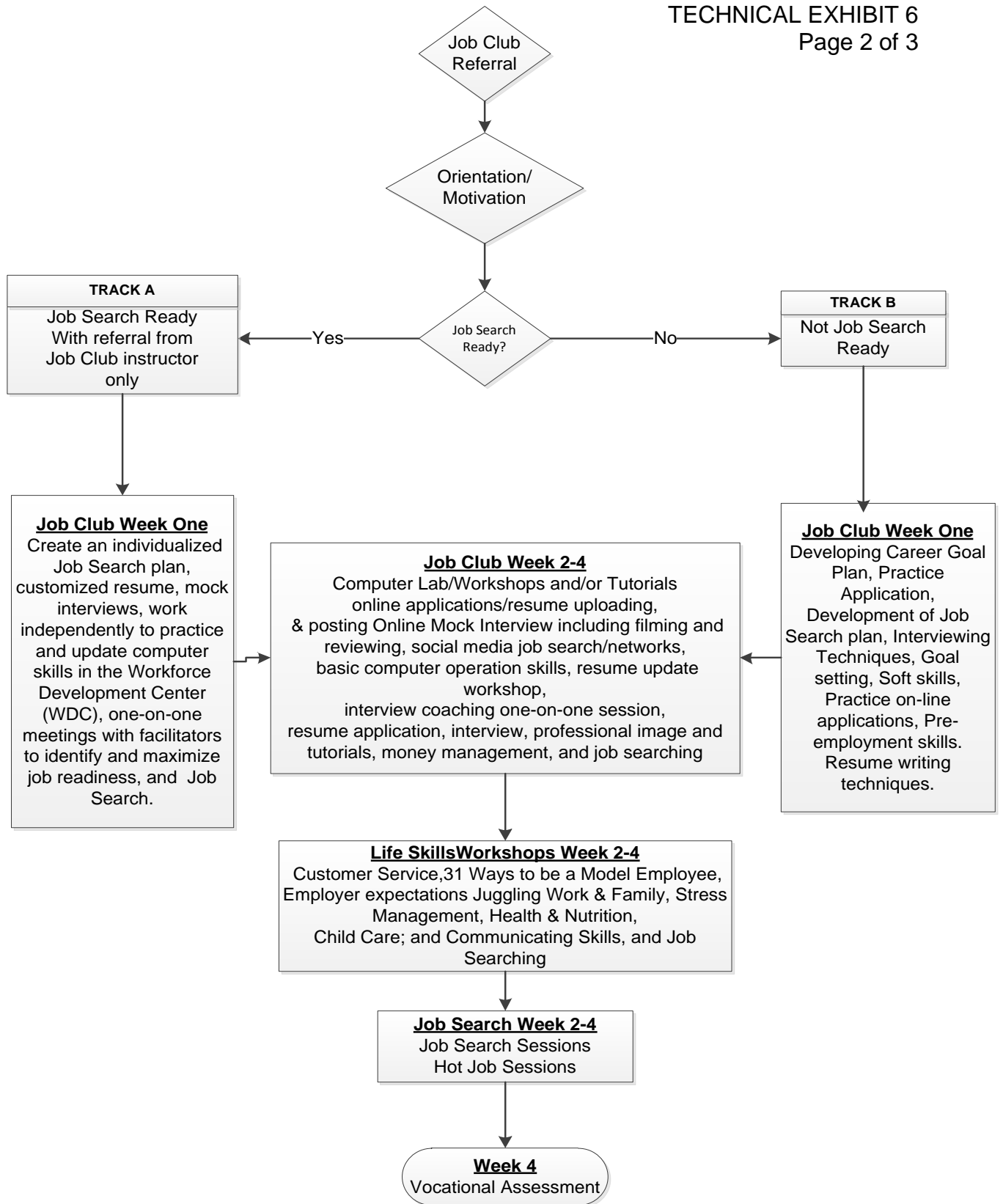
How can week two, Job Club, be improved? _____

Revised June 2012, ps

EXHIBIT A, STATEMENT OF WORK
TECHNICAL EXHIBIT 6
JOB READINESS AND CAREER PLANNING SERVICES
FLOW CHARTS

FLEX REFERRALS FLOW CHART





Job Readiness & Career Planning Program Flow-Chart for Returning Participant:

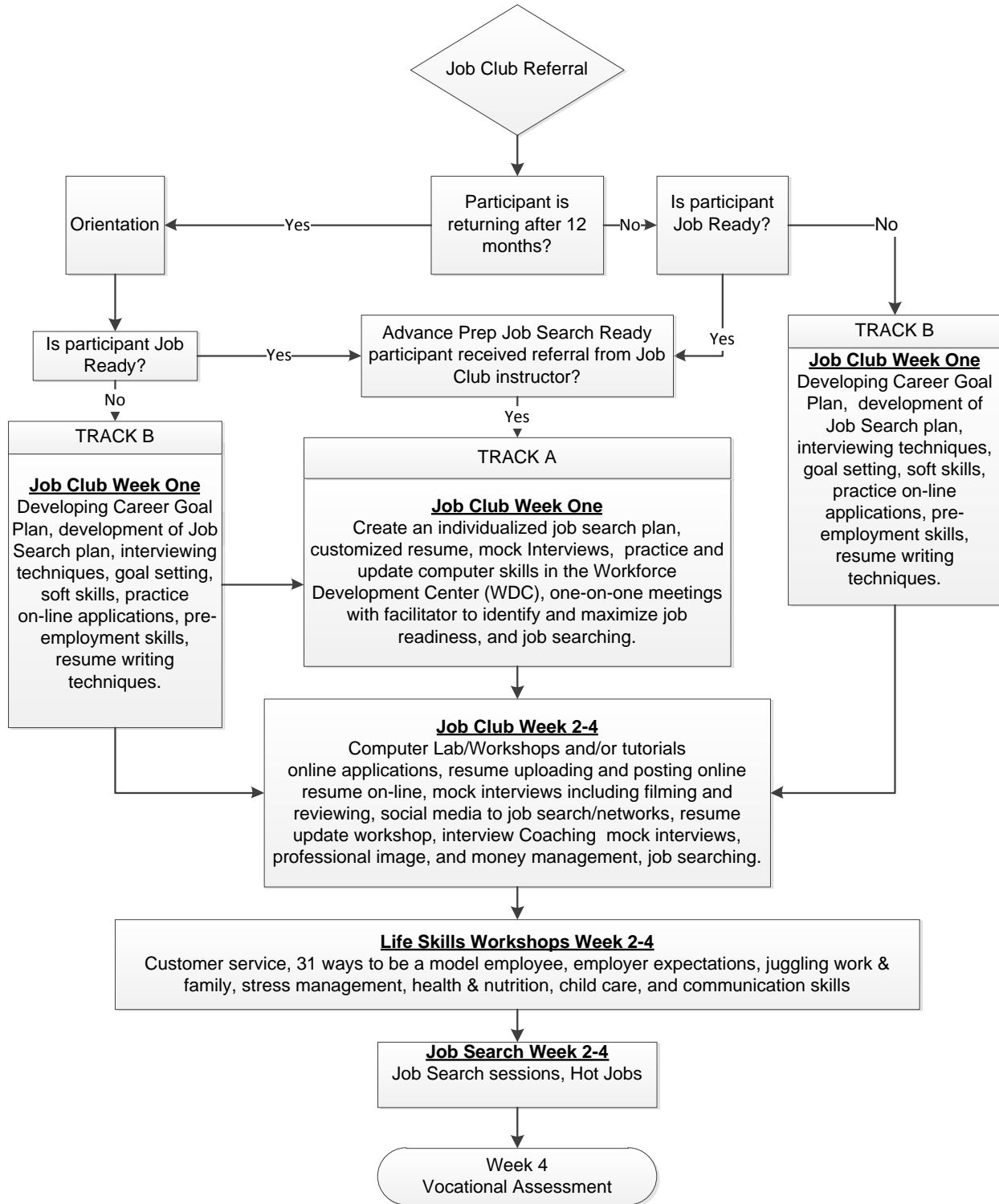


EXHIBIT A, STATEMENT OF WORK
TECHNICAL EXHIBIT 7
BREAKDOWN OF GAIN REGIONAL SERVICE AREAS

EXHIBIT A TECHNICAL EXHIBIT 7

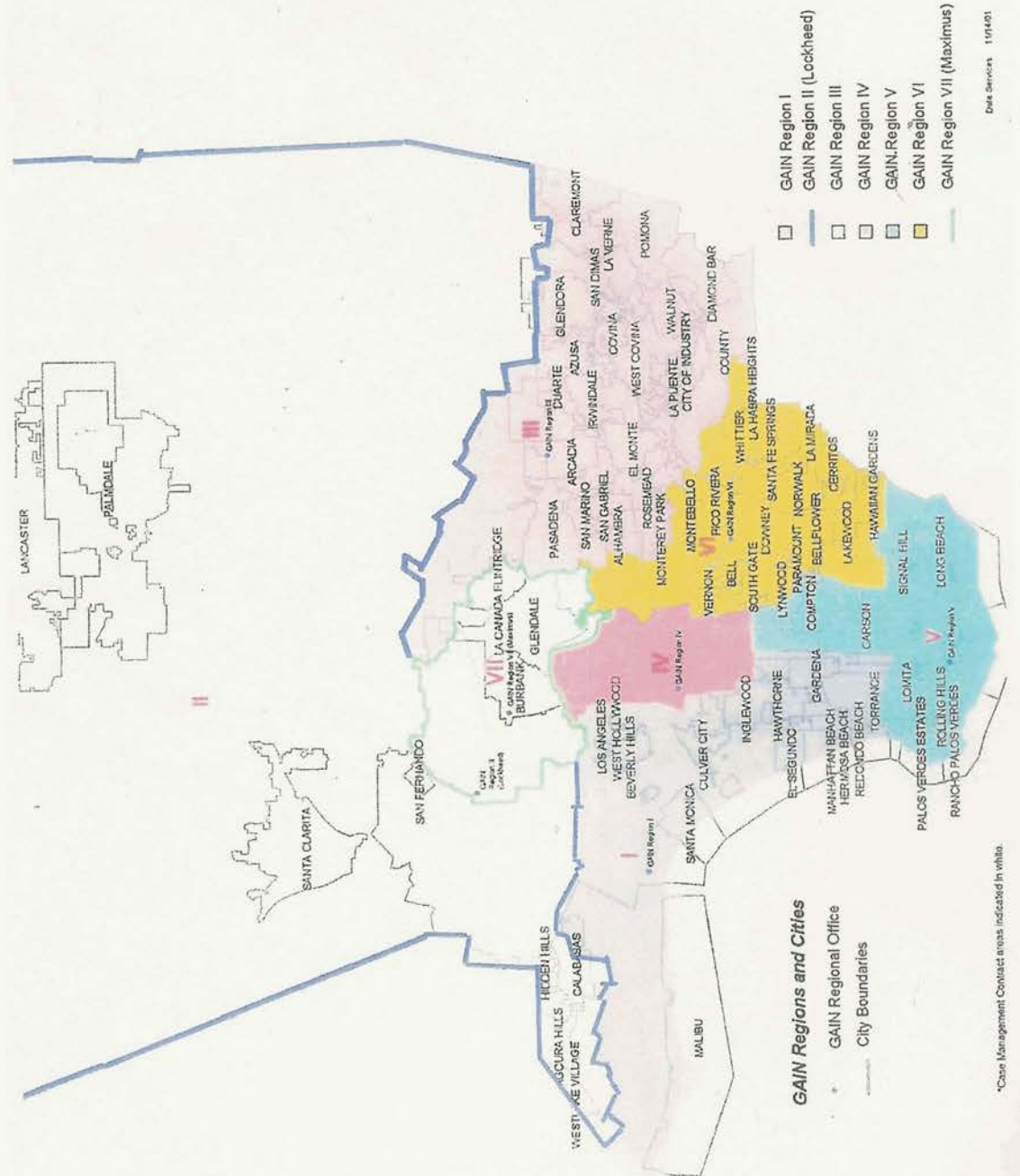


EXHIBIT A, STATEMENT OF WORK
TECHNICAL EXHIBIT 8
REGIONAL GAIN OFFICES AND SUB-OFFICES

REGIONAL GAIN OFFICES AND SUB-OFFICES

GAIN REGION I West County*
5200 W. Century Blvd.
Los Angeles, CA 90045

GAIN REGION II West San Fernando Valley *
21415 Plummer Street
Chatsworth, CA 91311

Palmdale GAIN Sub-Office
1050 E. Palmdale Blvd., Suite 204
Palmdale, CA 93550

Santa Clarita GAIN Sub-Office
27233 Camp Plenty Road
Canyon Country, CA 91351

GAIN REGION III San Gabriel Valley *
3216 Rosemead Blvd.
El Monte, CA 91731

Pomona GAIN Sub-Office
2255 N. Garey Avenue
Pomona, CA 91763

GAIN REGION IV Central County
3833 S. Vermont Ave. 3rd Floor
Los Angeles, CA 90037

GAIN REGION V South County
2959 Victoria Street
Rancho Dominguez, CA 90221

Region V- Compton Sub-Office
211 E. Alondra Blvd.
Compton, CA 90220

Region V- Harbor Gateway Sub-Office
222 W. 6th St. Suite 410
San Pedro, CA 90721

GAIN Region V- South Central Sub-Office
10728 S. Central Ave.
Los Angeles, CA 90059

GAIN Region V- South Family Sub-Office
17600 A Santa Fe. Ave.
East Rancho Dominguez, CA 90221

GAIN REGION VI Southeast County
5460 Bandini Blvd.
Bell, CA 90201

Southeast GAIN Sub-Office
5445 Whittier Blvd.
Los Angeles, CA 90022

GAIN REGION VII East San Fernando Valley
3307 N. Glenoaks Blvd.
Burbank, CA 91504

** Indicates DPSS facility where space is provided for Contractor to provide Orientation and Job Club Services.*

EXHIBIT A, STATEMENT OF WORK
TECHNICAL EXHIBIT 9
LACOE (GAIN) CALWORKS JOB CLUB SITES



LACOE GAIN DIVISION
9525 Imperial Highway, ECE-400, Downey, CA 90242

Stephen Yamarone, Director
(562) 922-8610 (Office)

LACOE GAIN (CalWORKs) Sites

<p>AIRPORT JOB CLUB Region I (DPSS Site) 5200 Century Blvd., Ste. 100 Los Angeles 90045 Supervisor Martin Evans Region 1</p>	<p>CARSON JOB CLUB Region V 649 East Albertoni Street Carson 90746 Supervisor Sharon Beard Region V</p>	<p>DOWNEY JOB CLUB Region VI 9525 Imperial Hwy, Rm. 200 Downey, CA 90242 Supervisor Jessica Gallo-Valdez Region VI</p>
<p>EAST LOS ANGELES JOB CLUB Region VI 5400 E. Olympic Boulevard, #245 Los Angeles 90022 Supervisor Onica Ross Region VI</p>	<p>POMONA JOB CLUB Region III-A 2249 Garey Ave. Pomona 91767 Supervisor David McElwain Region III</p>	<p>EL MONTE JOB CLUB Region III 11411 Valley Boulevard El Monte 91731 Supervisor Leslie Estrada Region III</p>
<p>SAN GABRIEL VALLEY/ROSEMEAD JOB CLUB Region III (DPSS Site) 3216 Rosemead Boulevard El Monte 91731 Supervisor Leslie Estrada Region III</p>	<p>BURBANK/NO. HOLLYWOOD JOB CLUB Region VII 6736 Laurel Canyon Bl. Ste.300 No. Hollywood 91606 Supervisor Nathan Anzenne Region II</p>	<p>CHATSWORTH JOB CLUB Region II (DPSS Site) 21415 Plummer Street, Suite B Chatsworth 91311 Supervisor Noemi Castaneda Region II</p>
<p>DOWNTOWN JOB CLUB Region IV 1625 W. Olympic Blvd. Ste. 900, Los Angeles 90015 Supervisor Randy Brambila Region IV</p>	<p>LANCASTER JOB CLUB Region II-A 1817 W. Avenue K, Suite #309 Lancaster 93534 Supervisor David Manguramas Region VII</p>	<p>PALMDALE JOB CLUB Region II-A 1050 E. Palmdale Blvd., Ste.207B Palmdale CA 93550 Supervisor David Manguramas Region II</p>
<p>Santa Clarita Job Club 20730 Soledad Street Santa Clarita CA 91351 (661) 298-0152 Supervisor David Manguramas Region VII</p>	<p>Glendale Job Club 143 S Glendale BLVD Suite 300 Glendale CA 91205 (818) 265-5003 Supervisor Leticia Bustamante Region VII</p>	

EXHIBIT A, STATEMENT OF WORK
TECHNICAL EXHIBIT 10
REFUGEE EMPLOYMENT OFFICES AND SUB-OFFICES

REAS PROGRAM OFFICES AND SUB-OFFICES

REAS CONTRACTOR CATHOLIC CHARITIES OF LOS ANGELES
4322 San Fernando Rd. and 21600 Hart St.
Glendale, CA 91204 Canoga Park, CA 91303

10217 S. Inglewood Ave. and 1531 West James M. Wood Blvd.
Lennox, CA 90304 P.O. Box 15095
Los Angeles, CA 90015

REAS SUB-CONTRACTOR 1 EPISCOPAL DIOCESE OF LOS ANGELES
840 Echo Park Ave.
Los Angeles, CA 90026

REAS SUB-CONTRACTOR 2 ARMENIAN RELIEF SOCIETY
517 W. Glenoaks Ave.
Glendale, CA 91202

REAS SUB-CONTRACTOR 3 JEWISH VOCATIONAL SERVICES
6505 Wilshire Blvd #200
Los Angeles, CA 90048

EXHIBIT A, STATEMENT OF WORK
TECHNICAL EXHIBIT 11
SERVICE PROVIDER REFERRAL GN 6006

COUNTY OF LOS ANGELES
SERVICES

DEPARTMENT OF PUBLIC SOCIAL

SERVICE PROVIDER REFERRAL

[_____]

GAIN REGIONAL OFFICE:	
PARTICIPANT NAME:	CASE NUMBER: 19 -
SOCIAL SECURITY #:	DATE: / /

[_____]

DEAR _____

YOU HAVE AN APPOINTMENT ON: _____ AT: _____ TO: _____

[] ENROLL IN _____

[] BEGIN JOB SERVICES _____

[] BEGIN YOUR VOCATIONAL ASSESSMENT _____

YOUR APPOINTMENT IS WITH: _____

LOCATED AT: _____

TAKE THIS FORM WITH YOU TO INTRODUCE YOU AND PROVIDE INFORMATION ABOUT YOU. ALSO, IF YOU HAVE PROOF OF YOUR SELECTIVE SERVICE REGISTRATION NUMBER, PLEASE TAKE IT WITH YOU. IT IS IMPORTANT FOR YOU TO KEEP THIS APPOINTMENT. IF, FOR ANY REASON YOU CAN'T KEEP THIS APPOINTMENT, CONTACT ME IMMEDIATELY.

GAIN SERVICES WORKER:	FILE NO:	TELEPHONE NO: ()
-----------------------	----------	----------------------------

* * * * *

INFORMATION FOR THE SERVICE PROVIDER

- SECTION A, ON THE SECOND PAGE OF THIS FORM, GIVES YOU INFORMATION ABOUT THIS GAIN PARTICIPANT
- SECTION B OR SECTION C, ON THE SECOND PAGE OF THIS FORM, IS TO BE COMPLETED BY YOU AND RETURNED BY YOU OR THE PARTICIPANT TO THE GAIN OFFICE LISTED ABOVE WITHIN EIGHT WORK DAYS OF ENROLLING IN YOUR PROGRAM.
- IF YOU HAVE ANY QUESTIONS, PLEASE CALL THE GAIN SERVICE WORKER AT THE NUMBER LISTED ABOVE.

THANK YOU FOR YOUR ASSISTANCE.

76S426 GN 6006 (REV. 5/01)

SECTION A - COMPLETED BY GSW		GAIN REGIONAL OFFICE:	GSW:
PARTICIPANT NAME:		SOCIAL SECURITY NUMBER:	AFDC CASE NUMBER:
RESIDENCE ADDRESS:		MAILING ADDRESS:	
TELEPHONE NUMBER:	BIRTH DATE:	SEX: <input type="checkbox"/> M <input type="checkbox"/> F	
PRIMARY LANGUAGE:		CITIZEN: <input type="checkbox"/> YES <input type="checkbox"/> NO LEGAL RIGHT TO WORK IN U.S.: <input type="checkbox"/> YES <input type="checkbox"/> NO	
CASAS TEST SCORES: MATH: _____ READING: _____		PARTICIPATION LIMITED TO 20 HOURS PER WEEK: <input type="checkbox"/>	

ADDITIONAL COMMENTS:

I CERTIFY THAT THE ABOVE DATA HAS BEEN VERIFIED/DOCUMENTED BY AN EMPLOYEE OF THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES. THE DEPARTMENT CERTIFIES THAT THIS INDIVIDUAL HAS PROVIDED DOCUMENTATION THAT HE/SHE IS LEGALLY ENTITLED TO WORK IN THE U.S.

GSW SIGNATURE: _____ DATE: _____ TELEPHONE: _____

I AUTHORIZE THE EXCHANGE OF PERTINENT GAIN/AFDC INFORMATION BETWEEN DPSS, STATE, AND FEDERAL AGENCIES OR THEIR REPRESENTATIVES FOR MONITORING, HEARINGS AND OR AUDITING PURPOSES.

GAIN PARTICIPANT SIGNATURE

SECTION B - COMPLETED BY EDUCATION/TRAINING PROVIDER

NAME OF SCHOOL/FACILITY:	SCHOOL FACILITY ADDRESS:	
<input type="checkbox"/> NOT ACCEPTED BECAUSE:		
NAME OF PROGRAM:	DATE ENROLLED/REGISTERED:	
START DATE:	EXPECTED COMPLETION DATE:	HRS PER WEEK:

SCHEDULE		CLASS HOURS (SHOW AM OR PM)					
SUBJECT	UNIT S	MON	TUE	WED	TH UR	FRI	SAT

PLEASE SPECIFY IF ANY OF THE FOLLOWING RESOURCES ARE AVAILABLE FROM YOUR FACILITY:

CHILD CARE SOURCE/AMT:

TRANSPORTATION: SOURCE/AMT:

ANCILLARY EXPENSES (BOOKS, TOOLS, FEES, ETC.): SOURCE/AMT:

PERSON COMPLETING THIS FORM: _____ POSITION: _____ TELEPHONE: _____ DATE: _____

SECTION C - COMPLETED BY COE/JS OR VOCATIONAL ASSESSOR

COE/JS OFFICE: _____ OR VOCATIONAL ASSESSOR: _____

START DATE:	EXPECTED COMPLETION DATE:
-------------	---------------------------

PERSON COMPLETING THIS FORM: _____ POSITION: _____ TELEPHONE: _____ DATE: _____

EXHIBIT A, STATEMENT OF WORK

TECHNICAL EXHIBIT 12

NOTIFICATION OF CHANGE FROM SERVICE PROVIDER GN 6007

EXHIBIT A
TECHNICAL EXHIBIT 12, Page 1 of 3

County of Los Angeles

Department of Public Social

TO:	GAIN Services Worker:	File Number:	GAIN Regional Office/CalWORKs District Office:
	Address:		
FROM:	GAIN Services Provider:		Service Provider ID Number:
	Address:		
	Contact Person:	Telephone Number:	Date:
PARTICIPANT INFORMATION			
Participant Name:		Case Number:	Social Security Number:
Address:			GAIN Activity:

Services

NOTIFICATION OF CHANGE FROM SERVICE PROVIDER

EXHIBIT A
TECHNICAL EXHIBIT 12, Page 2 of 3

<u>SECTION A - ENROLLMENT DATE/GAIN ACTIVITY START DATE INFORMATION</u>							
Enrollment date rescheduled to Activity start date rescheduled to Enrollment not completed. Explain: Rescheduled to Other enrollment/start date information							
<u>SECTION B - CHANGE IN CLASS/TRAINING/SERVICE SCHEDULE</u>							
<u>CLASS/TRAINING/SERVICE HOURS</u>							
<u>SUBJECT</u>	<u>UNITS/HOURS</u>	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>	<u>SATURDAY</u>
		<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>
		<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>
		<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>
		<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>
		<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>	<u>am/pm</u>
<u>SECTION C - ASSESSMENT INFORMATION</u>							
Assessment appointment date rescheduled to Assessment not completed. Explain: Rescheduled to							

GN6007 (6/98)

SECTION D - EMPLOYMENT INFORMATION

Participant obtained employment during the GAIN activity/course.

Participant obtained employment following the completion of the GAIN activity/course.

Participant refused job offer.

Employer Name: _____

Address: _____

Start Date: _____ Salary: \$ _____ Hours Per Week: _____

SDI _____ FICA _____ Health Insurance: \$ _____ /mo.

Union Dues: \$ _____ /mo. Retirement: \$ _____ /mo.

Other: _____ (specify type/amount)

SECTION E - COMPLETION/PROGRESS/ATTENDANCE INFORMATION

Participant successfully completed GAIN activity/course/services on

Activity/course/service completion date should be extended to

Explain:

Participant not meeting attendance standards. Specify:

Participant not satisfactorily progressing in activity/course/services. Explain:

Recommend other GAIN activity/course/service. Explain:

SECTION F - SUPPORTIVE SERVICES NEEDS

Participant needs assistance with: Child Care Transportation

Personal Counseling. Explain:

Work Related/Ancillary Expenses. Explain:

SECTION G - OTHER INFORMATION

Participant now has available funding source from:

ADA JTPA PELL Grant Other (specify)

Other Information:

Services Provider/Representative

Position:

Date:

EXHIBIT A, STATEMENT OF WORK

TECHNICAL EXHIBIT 13

CONTRACTOR MANAGER AND MANAGEMENT COORDINATOR
JOB DESCRIPTIONS

LOS ANGELES COUNTY OFFICE OF EDUCATION
DIRECTOR, GREATER AVENUES FOR INDEPENDENCE (GAIN)

DEFINITION

Under administrative direction, plans, organizes, directs and manages the GAIN division; formulates programs, operational policies, guidelines and procedures; directs the preparation and administration of the budget; coordinates, monitors and reviews program services and goals; and provides interpretation and guidance to ensure program compliance.

DISTINGUISHING CHARACTERISTICS

This class is distinguished from other classes in that it requires specialized subject matter expertise in the planning, development and administration of workforce development programs, activities and services for Welfare-to-Work participants. This class is distinguished from other director positions in that it is responsible and accountable for the program services provided by the division of GAIN.

SUPERVISION RECEIVED AND EXERCISED

Administrative direction is provided by the Assistant Superintendent of Educational Services. Responsibilities include direct and indirect supervision of professional, technical and clerical personnel.

EXAMPLES OF DUTIES – Duties may include, but are not limited to the following:

- Plans, organizes, directs and supervises the staff and activities related to the day-to-day program management and operations of the GAIN division including both GAIN and General Relief Opportunities for Work (GROW) contractual program guidelines
- Works with the Los Angeles County Department of Public Social Services (DPSS) to plan and direct activities, implement, justify and defend decisions and arrive at alternative solutions to program issues and concerns
- Provides leadership and direction in the development and administration of needs assessments to determine program requirements and contractual compliance
- Plans, organizes, directs and administers the human and monetary resources of the GAIN and GROW programs to ensure that goals and objectives are accomplished within prescribed priorities, time limitations and contractual funding
- Plans, coordinates and collaborates with DPSS in the development and implementation of data collection and data analysis to measure the impact of Welfare-to-Work programs
- Develops, implements, monitors and interprets the application and administration of program policies, goals and objectives based on contractual guidelines

- Negotiates, executes, monitors and review contract requirements and program funding budgets with DPSS
- Monitors staff and activities for meeting program requirements
- Develops, plans, organizes and implements staff development training and programs
- Reviews, monitors and audits program evaluation reports
- Plans, organizes and directs research and development activities in the design and implementation of new and innovative support service networks and infrastructure program concepts
- Guides and directs the preparation and administration of the budgets and maintains appropriate budgetary controls
- Attends county-wide meetings relative to Welfare-to-Work subcommittee issues
- Performs related duties as assigned

JOB REQUIREMENTS

Knowledge of:

Laws, codes, regulations, and requirements pertaining to GAIN and GROW Welfare-to-Work programs; evaluation strategies and techniques of determining program services and staff operational effectiveness; human relations and conflict resolution strategies and team building principles and techniques; principles and practices of human resources, budgeting, and organizational management; contract negotiation and administration; and laws and regulations pertaining to managing a diverse workforce.

Ability to:

Create a positive work environment and motivate staff to meet program requirements; enable constructive and productive group interaction and maintain group commitment to goals and objectives; analyze, assess, and interpret statistical and programmatic data; analyze complex problems, develop solutions, and make effective decisions; prioritize and plan work activities; set expectation and performance standards; handle disputes and diffuse tension; understand and manage organizational change; make, evaluate and revise long-range plans and goals; adapt well to changes in work environment; stay informed and share information with others; establish and maintain effective working relationships with others regardless of their interest, perspectives, background and organizational level; identify and satisfy customer needs; communicate effectively, both orally and in writing; and model communication and interaction that respect and include all individuals and their languages, abilities, religions, and cultures

MINIMUM QUALIFICATIONS

Experience: Five years of management experience in a public or private non-profit organization responsible for coordinating delivery of adult education or employment training/retraining programs, including three years of experience managing a unit of at least 20 employees.

Education: A bachelor's degree with college course work in management and/or administration, from an institution of higher learning accredited by a regional accrediting organization recognized by the Council of Higher Education Accreditation. Master degree in a related field is preferred.

SPECIAL REQUIREMENTS:

A valid California driver's license, proof of insurability and the availability of private transportation or the ability to provide transportation between job sites is required.

**LOS ANGELES COUNTY OFFICE OF EDUCATION
MANAGEMENT COORDINATOR**

DEFINITION

Plan, organize, coordinate and administer a broad range of administrative and program activities; supervise professional, technical and clerical staff; research, analyze, organize, develop and evaluate varied complex subject areas, programs and services in strategic planning, program development, budget development, legislation, inter-agency and inter divisional relations, operations, human resources, categorical programs and special projects and perform related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Requires specialized administrative expertise and extensive experience in school or public administration programs and services; accountability of curriculum and instructional programs; federal, state, and local laws and regulations, and policies related to all the programs and services administered. Knowledge is applied to administration, coordination and management of the Director or higher level administrator's office to fulfill its mission. Under administrative direction, make decisions of a critical consequence impacting administration and management of the office, and impacting the implementation, evaluation and revision of established policies and procedures. Most frequently meets with board members, district superintendents, and LACOE cabinet members, local public officials and corporate representatives, as well as internal staff, for the purpose of planning and coordinating activities, implementing, justifying and defending decisions, providing inservice or information, advising on issues and negotiating or settling significant and/or controversial issues.

SUPERVISION RECEIVED AND EXERCISED

Administrative direction is provided by a Director or higher level administrator. Responsibilities include direct and indirect supervision of professional, technical and clerical personnel.

EXAMPLES OF DUTIES - Duties may include, but are not limited to the following: Plan, coordinate, organize, direct and conduct meetings for inter- and intra-division staff and higher level administrators, school district superintendents, board members and other significant sponsors and stakeholders; plan, organize, and direct

inservice and development for inter- and intra- division staff and higher level administrators, superintendents, board members and other significant sponsors and stakeholders; develop fiscal, project and administrative proposals; develop fiscal systems to monitor budgets and expenditures; provide guidance and interpretation on office and legislative policies and procedures impacting office programs and projects to Director, higher level administrators, school districts and other agencies; prepare specialized reports, surveys, and other descriptive information for review and distribution; coordinate, supervise and advise staff on office policy development, review, adoption and implementation; interpret policies, procedure and regulations for staff and public; advise and consult with divisional level staff on matters related to organization or reorganization; provide assistance to the Director or higher level administrators in the preparation, evaluation, recommendation and implementation on program and services policies, procedures and guidelines; develop and maintain strategic partnerships and alliances to influence legislation, promote projects and obtain office objectives; represent and respond for the Director or higher level administrators on various committees and assist in development and implementation of inter- and intra-division level retreats or planning sessions.

JOB REQUIREMENTS

Knowledge of: California Education Code, California Administrative Code, California Government Code, Fair Political Practices Regulations and local laws, codes, regulations and policies and regulations of the office; applicable research, evaluation and assessment practices and guidelines; organization and operation of the Board of Education; organization and operation of county or local governmental agencies; principles of organization design; principles of change strategies and organization culture; principles and techniques of project management, matrix management, or ad hoc methods of management; principles and techniques of budget preparation and administration; principles and practices of human relations, group process and personnel management and knowledge of program and fiscal issues facing public education.

Ability to: Coordinate multiple priorities and projects; conceptualize complex socio-political issues and develop practical solutions; establish and maintain working relationships; establish and maintain effective working relationships; develop and implement multiple meetings for various purposes among high level policy-making bodies or public officials; coordinate and/or provide inservice training to high level policy-making officials and staff; conduct surveys, studies and analyze, interpret and report research findings; develop and write complex reports; write complex manuals; develop and coordinate tracking systems.

MINIMUM QUALIFICATIONS

Any combination of experience and education that could likely provide the required knowledge and abilities would be qualifying. A typical way to obtain the knowledge and abilities would be:

Experience: Six years of experience managing a broad range of activities in public administration, public education administration, or similar responsibilities. Three of the required years of experience must have been in a management level position.

Education: A bachelor's degree with major coursework in business administration, public administration, or a closely related field from an institution of higher learning accredited by one of the six regional accreditation associations as recognized by the Council on Post-Secondary Accreditation. A master's degree is desirable, and may substitute for one of the required years of experience.

DUTIES APPROVED

BOARD OF
EDUCATION:
July 31, 1990

CLASSIFICATION
APPROVED
PERSONNEL
COMMISSION:
February 27, 1990
Revised August 20, 1998

EXHIBIT A, STATEMENT OF WORK

TECHNICAL EXHIBIT 14

LITERACY SCREENING TOOLS

PRACTICE EMPLOYMENT APPLICATION

INSTRUCTIONS TO BE READ TO PARTICIPANTS

Write your name, and today's date, which is_____.

The GAIN Services Worker's number will be completed by the facilitator.

L.A. GAIN will give you lots of help to find a job. Although we haven't worked with most of you yet in completing job applications, we would like you to try out a little exercise for us. Don't think of this as a test, but as beginning practice in completing a job application.

For this exercise, pretend you are a job-seeker named Joyce or James Rodgers and you are being asked to fill out a practice job application form.

All of the information that you will need to complete the application is in the story. Use only this information to complete the practice job application.

If you want to change your response use the eraser, but make sure that your answer is written clearly.

If you have a problem completing the application for any reason, for example vision or reading problems, do the best you can anyway.

You will be asked to stop in 15 minutes.

Your Name _____

Date _____

GAIN Services Worker No. _____

PRACTICE APPLICATION

My name is Joyce or James Rodgers. I live at 1320 Josephine Street in Los Angeles, California. My zip code is 90827 and my phone is (562) 232-5409. My Social Security Number is 925-45-8899 and my Driver's License Number is DA135790.

I have worked at the Johnson Steel Mill since July 19, 1989. The mill is located at 1200 Lynwood Road in Vernon, CA 91321. I graduated from Cougar High School in June, 1988. After I graduated from high school, I worked at the mill full-time as a loader for \$4.00 an hour. I received a promotion to a manager in 1992. Since then, I have supervised the shipping department. I am paid \$8.00 per hour.

I need to get another job because the mill is closing. I heard the Philip's Department Store is hiring managers. I want to earn at least \$10 per hour. I will be available to begin work in two weeks.

NAME (LAST, FIRST) 1	HOME TELEPHONE NUMBER 2	SOCIAL SECURITY NUMBER 7
ADDRESS (NUMBER, STREET) 3a	(CITY, STATE AND ZIP CODE) 3b	DRIVERS LICENSE No. OR CA. I.D. No. 8
POSITION DESIRED 5	SALARY DESIRED 6	DATE AVAILABLE FOR WORK (M/D/Y) 4

EXPERIENCE

NAME OF MOST RECENT EMPLOYER 9	
ADDRESS OF EMPLOYER (NUMBER, STREET) 10a	(CITY, STATE AND ZIP CODE) 10b
STARTING POSITION 11	STARTING SALARY 12
LAST POSITION 13	LAST SALARY 14
DUTIES 15	
DATES EMPLOYED (MONTH/DAY/YEAR)	
FROM 16	TO 17
REASON FOR LEAVING 18	

EDUCATION

SCHOOL	NAME	MONTH/YEAR GRADUATED
HIGH SCHOOL	19	20

LITERACY ASSESSMENT SCORING KEY

	POINTS
Participant's Name	0
Today's date.....	0
1. Rodgers, Joyce or James.....	5
2. (562) 232-5409.....	5
3a. 1320 Josephine Street.....	2.5
3b. Los Angeles, California 90827 (Calif. or CA.).....	2.5
4. In two weeks.....	5
5. Manager.....	5
6. \$10.00.....	5
7. 925-45-8899.....	5
8. DA 135790.....	5
9. Johnson Steel Mill.....	5
10a. 1200 Lynwood Road.....	2.5
10b. Vernon CA. 91321.....	2.5
11. Loader.....	5
12. \$4.00 per hour.....	5
13. Manager.....	5
14. \$8.00 per hour.....	5
15. Supervise shipping.....	5
16. July 19, 1989.....	5
17. Present/now/current.....	5
18. Mill Closing.....	5
19. Cougar High School.....	5
20. June 1988.....	5

EXHIBIT A-2
VOCATIONAL ASSESSMENT STATEMENT OF WORK
AND
TECHNICAL EXHIBITS

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TECHNICAL EXHIBITS

Technical Exhibit 15 – Performance Requirement Summary

**Technical Exhibit 16 – GAIN/GROW/REP Contractor Civil Rights
Complaint Activity Report**

Technical Exhibit 17 – Monthly Management Report

**Technical Exhibit 18 – GAIN/GROW/REP Participant Assessment
Questionnaire**

PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of service excellence is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion, and 4) Customer Orientation.

These shared values are encompassed in the County Strategic Plan's three Goals: 1) Make Investments that Transform Lives, 2) Foster Vibrant and Resilient Communities, and 3) Realize Tomorrow's Government Today. These require coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

VOCATIONAL ASSESSMENT STATEMENT OF WORK

1.0 GENERAL

1.1 Scope of Work

Contractor shall provide all management/administrative services necessary for provision of vocational/career assessments for GAIN, REP and GROW participants and for Learning Disabilities Services for GAIN and CalWORKs REP participants. Learning Disabilities Services shall be structured according to a two-tier system consisting of: a) TIER I: Evaluations With and Without Accommodations; b) TIER II: Learning Disabilities Diagnosis.

These services shall include, but are not limited to, continuous development and maintenance of a current inventory of individual assessors, evaluators and diagnosticians (direct service providers) via subcontracts with private and/or public firms/agencies, training and monitoring of Contractor and/or Subcontractor personnel, submission of required reports, invoicing, support resolution of Subcontractor invoice problems, and provision of a liaison to work with the County and direct service providers.

1.2 Quality Control

Contractor shall establish and maintain a County-approved Quality Control system, which is Contractor's internal inspection and review of Intermediary Contractor's services, as specified in ***Exhibit A, Technical Exhibit 15 - Performance Requirements Summary***. Under this system, Contractor, at a minimum, shall do the following:

- 1.2.1 Ensure that all Contractor reports provide acceptable data as required by this Agreement.
- 1.2.2 Provide assurance that Contractor is in compliance with the provisions of this Contract.
- 1.2.3 Maintain a file of the results of all quality control efforts and all corrective actions.
- 1.2.4 Use a Participant Questionnaire in a format approved by the County to obtain feedback on the GAIN/GROW/REP Assessment, Learning Disability Evaluation and Diagnosis process. Contractor shall send a summary of the responses to the Participant Questionnaire to County as part of the monthly management report. Contractor shall also resolve any problems reported on the Participant Questionnaire.

1.3 Subcontract Monitoring

Contractor shall monitor assessment and learning disabilities evaluations and learning disabilities diagnosis service providers for contract compliance and quality of services. All changes to the approved monitoring plan shall be submitted to County for approval before such changes are implemented by Contractor. Contractor shall also be responsible for notifying any subcontracted learning disabilities specialists that they must be available to attend any State Hearings requested by participants, if necessary.

1.3.1 Contractor shall utilize the following monitoring methods on a quarterly basis:

- Random sampling
- 100% review
- User Complaints
- Review of participant service reports (File Review)
- On-site observation of Job Club and Community Sites
- Participant surveys, and/or
- Information, reports or data which may be provided by County.

1.3.2 At a minimum, Contractor shall monitor all Subcontractors at all Job Club and Community Sites at least once each quarter. All new Subcontractors shall be monitored on a monthly basis for the first six (6) months. After that, if Subcontractors' performances are acceptable, monitoring can be reduced to a quarterly basis. Subcontractors who have exceeded the allowable error rate set forth in the approved monitoring plan shall be monitored monthly until their performance is within the allowable error rate for three (3) consecutive months, after which monitoring may be reduced to a quarterly basis.

1.3.2.1 Contractor shall maintain the results of all monitoring efforts and all corrective actions taken.

1.3.2.2 Contractor shall provide a quarterly report of monitoring results to County Contract Administrator (CCA), for all Subcontractors.

1.3.2.3 Contractor shall submit a quarterly monitoring report for GAIN/GROW/REP to CCA by the 25th calendar day following each quarter. The report shall include a summary of all monitoring findings of Subcontractors and shall include a summary of all corrective actions planned and/or taken to correct substandard performances identified during the monitoring process.

1.4 Quality Assurance

1.4.1 County shall monitor the Contractor's performance under this Contract using the quality assurance procedures specified in the Performance Requirement Summary, or any other such procedures as may be necessary to ascertain that the Contractor is in compliance with this contract.

1.4.2 Performance evaluation meetings shall be held jointly by County and the Contractor Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report is issued, a meeting shall be held within five (5) business days, or sooner, at the discretion of the CCA.

1.4.3 Contract Discrepancy Reports

Verbal notification of a Contract Discrepancy will be made to the Contractor Manager or alternate as soon as possible whenever a Contract Discrepancy is identified. When possible, the problem shall be immediately resolved by the Contractor Manager.

The CCA will determine whether a formal **Contract Discrepancy Report** (see **Exhibit A, Technical Exhibit 2**) shall be issued.

If a Contract Discrepancy Report is issued, it will be hand delivered or mailed via U.S. Mail to the Contractor Manager or alternate.

Upon receipt of this document, Contractor is required to respond in writing to the CCA within 10 business days, acknowledging the reported discrepancies or presenting contrary evidence, and presenting a program for immediate correction of all failures of performance identified in the Contract Discrepancy Report.

1.4.4 The minutes of all Performance Evaluation Meetings shall be prepared by the CCA and signed by the Contractor Manager and CCA. Should the Contractor Manager not concur with the minutes, he/she shall submit a written statement to the CCA, within 10 business days from the date of receipt of the signed minutes. Failure to do so shall result in the acceptance of the minutes as written. Should the CCA disagree with the Contractor Manager's timely written response, any disagreement shall be taken up to the next level in the chain of command.

1.5 Government Observations

Federal, State and/or County personnel, in addition to departmental contracting staff, may observe performance, activities, and documents under this Contract at any time during normal working hours. However, personnel may not unreasonably interfere with Contractor's performance.

1.6 Attendance at and Notice of Meetings

Contractor shall have appropriate levels of staff attend all meetings requested by County. County will notify Contractor of the need to attend such meetings five (5) business days in advance of each meeting. Contractor may request meetings with County as needed with five (5) business days' advance notice. The advance notice requirement may be waived with the mutual consent of both Contractor and County.

1.7 Communication

County will notify Contractor orally and with written confirmation upon County's identification of any problems in Contractor's performance of this Contract. Contractor shall respond in writing to County's inquiries within five (5) business days clarifying the stated problem(s) or confirming corrective action to County's satisfaction.

1.8 Hours of Operation

Contractor shall be available to provide services to COUNTY during normal business hours, Monday through Friday, from 8:00 a.m. - 5:00 p.m. To accommodate participants, vocational/career assessments, learning disabilities evaluations, and learning disabilities diagnoses may be conducted in evening hours from 5:00 p.m. to 9:00 p.m., Monday through Friday, or on Saturday from 8:00 a.m. to 5:00 p.m.

Contractor is not required to provide services on County recognized holidays. The CCA will provide a list of County holidays to Contractor when this Contract is approved and prior to subsequent calendar years.

2.0 COUNTY FURNISHED ITEMS

2.1 Equipment

All County furnished items are provided by the County for the duration of the Vocational Assessment Services Contract only, and solely for the performance of this Contract. The County shall provide no materials, equipment, and/or services necessary to perform vocational assessment services, except as identified below.

A. Information Technology (IT)

The County will provide; or cause to be provided, at no cost to the Contractor(s), the following information Technology:

- Corresponding User Policy and Agreement forms to ensure the systems are safeguarded against misuse.
- Any additional IT resources deemed necessary by the County.

Contractor shall maintain the security and integrity of LRS/CalACES by having up-to-date User Agreements (provided by the County) on-file for each end-user and disallowing the sharing of access codes and passwords between staff. Contractor shall ensure that only authorized Contractor personnel are permitted Web access to LRS/CalACES and any replacement computer systems.

Contractor shall maintain the security and integrity of LRS/CalACES by having up-to-date User Agreements (provided by the County) on-file for each end-user and disallowing the sharing of access codes and passwords between staff. Contractor shall ensure that only authorized Contractor personnel are permitted Web access to LRS/CalACES.

The County shall evaluate and approve all software or tools used in the operation or support of the Vocational Assessment process. All approved software must be compatible with County hardware and software standards.

B. Virtual Private Network (VPN)

County shall issue token-less authentication with the VPN access to be used for remote access to County resources on hardware provided by Contractor and each Subcontractor upon request through the established procedure set by DPSS.

- Contractor shall provide their own equipment and internet in order to access County designated and approved DPSS computer system data screens via VPN.
- Contractor shall inform the County within one business day from the date the Contractor is notified that Contractor staff is no longer working under this contract to ensure access to the County data system is removed and VPN access revoked.
- Upon termination of this Contract or at County's request, Contractor and each Subcontractor shall terminate VPN access.

2.2 Material

- 2.2.1** County shall furnish Contractor with necessary updated departmental computer system instructional material and security information.
- 2.2.2** When requested by Contractor, County shall provide training classes to Contractor in a format deemed appropriate by DPSS.
- 2.2.3** When requested by Contractor, County shall furnish any updates to *DPSS Operations Handbook Section 21 and State Manual Section 21-203.2 on Civil Rights Investigations, State Manual Section 23-600 on Purchase of Service, State Manual Chapter 20-000 on Welfare Fraud, Los Angeles Penal Code 11167.5 on Child Abuse and DPSS Administrative Directive 2898, dated 10/14/87 on Elder Abuse.*
- 2.2.4** County shall furnish Contractor with nondiscrimination in services posters.
- 2.2.5** County shall furnish Contractor the updates to the GAIN County plan as approved by County.
- 2.2.6** When requested by Contractor, County shall furnish Contractor with a listing of persons/firms identified by County as interested in providing GAIN/GROW vocational assessment services.
- 2.2.7** When requested by Contractor, County shall provide Contractor forms on which to document assessment results for return to County. The need for these forms from County shall be minimal as assessors adapt the forms to their computer systems.
 - 2.2.7.1** For GAIN: GN 6013 and GN 6014 and GN 6007.
 - 2.2.7.2** For GROW: ABP 1607, and ABP 1608.
- 2.2.8** When requested by Contractor, County shall provide Contractor with Barriers to Employment Screening forms.

2.3 Service

- 2.3.1** County shall furnish GAIN "train the trainer" training as appropriate for new Contractor staff only if there is no one on Contractor's staff that was previously trained.

- 2.3.2 County shall provide the following training for Contractor and direct service staff via "train the trainer" on a continuing basis: Barriers Screening, Civil Rights, Cultural Awareness, Child and Elder/Dependent Adult Abuse Awareness, and LRS/CalACES.

3.0 CONTRACTOR FURNISHED ITEMS

3.1 Facilities

- 3.1.1 Contractor and Subcontractor shall furnish all facilities necessary to perform all services required by this Contract.
- 3.1.2 Subcontractors shall request permission in writing from Contractor and County to move their direct service assessment sites from approved original locations.
- 3.1.3 Requests to move locations shall be submitted by Subcontractors to Contractor and County at least 60 calendar days prior to the move date.
- 3.1.4 Permission for Subcontractors to move shall be granted contingent upon submitting an acceptable justification for the move which demonstrates the need to move, adequate access to public transportation, square footage equivalent to the original site, and layout of office space conducive to providing quality assessments.

3.2 Equipment/ Supplies/Materials

- 3.2.1 Contractor shall furnish all equipment and supplies necessary to perform all services required by this Contract which is not provided by County, as needed and approved by County.
- 3.2.2 Contractor shall furnish desks, tables, chairs, utilities, telephones, and internet access for LACOE Job Club facilities.
- 3.2.3 With the exception of County-furnished items as stated in Part 2.0 County Furnished Items, Contractor shall obtain all equipment necessary to perform all services required by this Contract in accordance with Exhibit B, Contractor's Budgets, hereunder.
- 3.2.4 Contractor shall establish and maintain an inventory of all equipment purchased by Contractor using County funds. The inventory shall include the following after the start of this Contract:
 - 3.2.4.1 Name and phone number of Contractor's contact person where equipment is located;

- 3.2.4.2** Address where equipment is located;
 - 3.2.4.3** Type of equipment;
 - 3.2.4.4** Brand, model number, and serial number of equipment;
 - 3.2.4.5** County bar-code number on equipment, if applicable;
 - 3.2.4.6** Date of purchase or delivery; and
 - 3.2.4.7** Cost of equipment, funding source(s), and amount of County funds used in the purchase, as appropriate.
- 3.2.5** Contractor shall establish and maintain an inventory of all County-furnished equipment, material, etc. purchased and utilized for this and any prior Contract between Contractor and County for services herein.
- 3.2.6** Contractor shall update the equipment inventory on no less than a semi-annual basis and shall provide County and updated inventory list during the term of this Contract upon request.
- 3.2.7** Unless applicable federal or State law requires otherwise, the County shall be sole owner of all rights, title and interest in any and all equipment purchased by the Contractor with County funds and equipment furnished by the County to Contractor, pursuant to this Contract.
- 3.2.8** Equipment/supplies with a current per unit fair market value of \$5,000 or less may be retained, sold or otherwise disposed of by the contractor with no further obligation to the federal awarding agency. The County will no longer retrieve equipment/supplies valued at \$5,000 or less when a contract expires.
- 3.2.9** Equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by contractor or sold. The County is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the County's percentage of the original purchase price. If the equipment is sold, the County may permit the Contractor to deduct and retain \$500 or 10% of the proceeds, whichever is less, for its selling and handling expenses.
- 3.2.10** Contractor shall post all required posters as directed by the County.

3.3 Services

- 3.3.1** Contractor shall provide all security for LRS/CalACES computer terminal and computer access, to ensure that the equipment is secure and confidentiality is maintained. Security measures must be approved by County computer services staff.
- 3.3.2** Contractor shall furnish orientation training and GAIN/GROW update training for staff who have direct contact with the GAIN/GROW participants.
- 3.3.3** Contractor shall provide translation services for participants in threshold and non-threshold languages.

4.0 SPECIFIC TASKS

4.1 Management Services

Contractor shall subcontract with Service Providers, who will provide direct Vocational/Career Assessment Services to GAIN, GROW and REP participants and Learning Disabilities Evaluation/Diagnosis Services to GAIN and CalWORKs REP participants. Contractor shall comply with the Los Angeles County Plan and updates, as approved by the Board of Supervisors and the California Department of Social Services.

4.1.1 Management Services shall also include the following:

Contractor shall retain a qualified Consultant to train the Subcontracted Evaluators as needed on different aspects of Learning Disability identification, recognition, determination, and evaluation, and to perform the Learning Disabilities Diagnoses.

Diagnosis under this agreement, will consist of conformance to a set of subjective criteria to be analyzed, identified and interpreted by the Diagnostician, including, but not limited to, the following guidelines:

- a) Under-achievement of an individual relative to their perceived or estimated ability to achieve.
- b) Under-achievement of an individual relative to their participation in an activity.
- c) Identification of specific cognitive weaknesses.
- d) Under-achievement is not due to any other factors, e.g. clinical depression, limited education, or any such other designated "rule outs."

- e) Participant's test scores, including cognitive.
- f) Review of participant's Learning Disability Evaluation report, educational background and language background.

4.2 Intermediary Functions

Contractor shall act as intermediary between vocational assessment service providers, learning disabilities evaluation service providers, learning disabilities diagnosis service providers and County.

4.2.1 Contractor shall recruit and maintain sufficient Subcontractors for ongoing provision of assessment services to GAIN, GROW and REP participants and learning disabilities evaluation/diagnosis services directly to GAIN and CalWORKs REP participants. Subcontractors must be acceptable to DPSS Director and subcontracts will include the direct service provider requirements as specified in **Subsections 4.3, 4.4, and 4.5.**

4.2.1.1 Contractor shall solicit bids for subcontracted direct service through the open competitive bid process. The Request for Proposals shall be reviewed and approved by County prior to its release to the public.

4.2.1.2 In awarding subcontracts, Contractor shall give a higher evaluation to service providers who offer the following:

4.2.1.2.1 Special support systems offered to help GAIN/GROW/REP participants.

4.2.1.2.2 Assessment sites that are easily accessible by public transportation or in mobile units at County approved facilities, if feasible.

4.2.1.2.3 Availability of assessment administration between 8:00 a.m. and 9:00 p.m. Monday through Friday, and 8:00 a.m. and 5:00 p.m. on Saturdays with the Flexibility to meet the participants' child care needs.

4.2.1.2.4 Service providers should also receive additional points for times they have been conducting GAIN/GROW/REP assessments.

4.2.2 The Contractor, using County materials provided by GAIN/GROW Program, shall ensure that all contract employees who work

directly with GAIN/GROW and REP participants receive an orientation program within 30 business days after they start employment. The program shall, at a minimum, include:

4.2.2.1 Introduction to the GAIN/GROW and REP Programs;

4.2.2.2 Cultural Awareness training;

4.2.2.3 Civil Rights training;

4.2.2.4 Child/Elder Abuse Awareness and Reporting training;

4.2.2.5 Training on how to screen, identify and assist participants in coping with and overcoming specific barriers to employment by recommending Mental Health, Substance Abuse and Domestic Violence supportive services and Learning Disabilities activities and refer participants back to the GAIN/GROW/REP Case Managers for a clinical assessment referral/domestic violence services.

4.2.3 Contractor shall develop, continuously update and maintain County's Inventory of Vocational/Career Assessment and Learning Disabilities Evaluation/Diagnosis Service Providers in Los Angeles County, using the LRS/CalACES. The following information and any other data that may be required will be included in the inventory:

4.2.3.1 Name of institution where assessments will be conducted;

4.2.3.2 Address of institution where assessments will be conducted;

4.2.3.3 Contact person and telephone number;

4.2.3.4 Language capabilities available through each institution;

4.2.3.5 Location of assessment services sessions;

4.2.3.6 Additions, deletions or other changes to the above information shall be entered into the LRS/CalACES provider inventory within five (5) business days of the change;

4.2.3.7 Contractor shall notify County of any changes pertaining to Subcontractors within 24 hours of change.

- 4.2.4** Contractor shall monitor assessment service providers for contract compliance and quality of services, as determined by Contractor and approved by County. Findings shall be documented in Contractor's monitoring report to County. The report shall include a summary of all corrective actions planned and/or taken to correct substandard performances identified during the monitoring process.
- 4.2.5** Contractor shall determine assessor qualifications with County approval.
- 4.2.6** Contractor shall provide sufficient service providers to provide vocational/career assessments in all languages requested by County. The primary languages are: English, Spanish, Armenian, Vietnamese, Chinese, Cambodian, Russian, Tagalog, Farsi and Korean. But other languages may be needed on occasion.
- 4.2.7** Contractor shall provide a liaison available to assessment providers during County business hours. Contractor is not required to provide this service on County recognized holidays.
- 4.2.8** Contractor shall ensure that assessment providers have a liaison at the assessment service providers' locations. Liaison shall be available to Contractor and County, between 8:00 a.m. and 5:00 p.m. during the regular County business days of Monday through Friday. The only exception to this is for assessment providers located at school sites and which have to abide by school holidays and assessment providers that are religious institutions and not available due to observance of religious holidays.
- 4.2.9** Contractor shall resolve problems and complaints identified by County which may affect the provision of services to GAIN/GROW and REP participants. If immediate resolution by the assessment service providers is not possible, a plan to resolve problems or complaints will be implemented by the Contractor and County notified, within five (5) business days from notice of problem. A copy of resolutions should be sent to CCA.
- 4.2.10** Contractor shall resolve procedural problems identified by assessment service providers, which may affect the provision of services to GAIN/GROW and REP participants. If immediate resolution is not possible, a plan to resolve problems shall be implemented and service providers notified within five (5) business days.

- 4.2.11** Contractor shall ensure that Equal Employment Opportunity and Nondiscrimination in Services notices are posted in all Contractor and Service Provider facilities, where they are easily accessible to contract employees and GAIN/GROW and REP participants. Nondiscrimination in Services notices shall be furnished by County.
- 4.2.12** Contractor shall ensure that all contract employees and assessment providers receive Civil Rights training provided by County via "train the trainer". As a follow-up to the Civil Rights training, Contractor shall submit a report to the CCA indicating the number of staff who attended the training and the date of the training (*Exhibit P1*).

The Contract shall also contain a provision that Contractor develops and operates procedures for receiving and responding to Civil Rights complaints. Attached is a guide entitled "Civil Rights Complaint Flowchart Contractor Process" (*Exhibit P2*) to be used by Contractor. Additionally, the following requirements must be met regarding the complaint process:

- A)** Contractor shall provide and, if requested, assist participants with completing a Complaint of Discriminatory Treatment form (*PA 607, Exhibit P3*) in the participant's designated/preferred language.
- B)** Contractor shall maintain a log of Civil Rights complaints;
- C)** Contractor shall designate a CCM to act as a CRL between the contracted agency and the CCA; and
- D)** Contractor shall ensure that the designated CCM/CRL forward PA 607s to the CCA within two (2) business days; who in turn shall immediately forward PA 607s to COUNTY's Civil Rights Section (CRS) for investigation.

NOTE: In processing Civil Rights complaints, CCM/CRLs shall not attempt to conduct an investigation. All Civil Rights investigations are handled strictly by the CRS staff.

- 4.2.13** Contractor shall coordinate all efforts between America Job Centers of California/Workforce Investment Boards/Workforce Development Board, GAIN/GROW and REP to ensure that the assessment process is not duplicated. The objective here is to

encourage development of common assessment and resultant service delivery efforts.

- 4.2.14 Contractor shall send a MMR, in a format approved by County, to the CALWORKS/GAIN/GROW Program managers and copy to CCA by the 25th day of each month for the previous month's management activities for GAIN, GROW and REP.
- 4.2.15 Contractor shall provide translated materials and translation services for Learning Disability Evaluations.
- 4.2.16 Contractor shall arrange for as-needed interpreter services to assist its subcontracted Learning Disability Assessors in administrating the tests to the LEP participants.
- 4.2.17 Contractor shall ensure that assessment providers conform to *the 7:1 Ratio of Participants to Assessors*. This Ratio is between participants and assessors only and does not include other assessment staff. The degree of deviation allowed beyond this Ratio for monitoring purposes, is *two (2) additional walk-in Participants per Assessor*. All other additional participants not listed on the scheduled appointment sheet should be rescheduled for a later appointment.

The intention of the Ratio is to assure that participants have enough time with assessors to develop quality plans and goals and to prevent participants from feeling rushed through the process. This also allows enough time for the assessors to review the test results and any other information pertinent to the assessment process such as the Job Club information and GSW information obtained during the pre-meeting with the Job Club/Vocational Assessment Team.

This Ratio applies not only to Job Club assessments but also to assessments at Community Sites, Regional Offices and REAS sites as well.

4.3 Processing Assessor's (Subcontractor's) Invoices

- 4.3.1 Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents and successors in interest arising through services performed hereunder, notwithstanding County's consent to Subcontract.
- 4.3.2 Contractor shall send out an invoice template for Subcontractors to complete once the employment plan has been completed.

- 4.3.3 Contractor shall be solely liable for receiving invoices from the assessor after the completion of an assessment/evaluation.
- 4.3.4 Contractor shall verify that a vocational assessment/evaluation referral was made via LRS/CalACES or by obtaining a hard copy or digital version of a hard-written referral form.
- 4.3.5 Once a valid referral is identified, Contractor shall validate the completion of the assessment/evaluation by viewing a hard copy of the signed employment plan, a digital version of the signed employment plan from Contractor's data system and/or via LRS/CalACES.
- 4.3.6 Once the validation process is complete, LACOE shall process and send out payments to the assessor. (LACOE will in turn bill DPSS on their monthly invoice).
- 4.3.7 Contractor shall maintain procedures for collecting and overpayments that may occur for improper billing from the Subcontractor.
- 4.3.8 Contractor shall reconcile invoices quarterly.
- 4.3.9 Contractor shall notify DPSS of the overpayment and DPSS shall collect the overpayment back from the Contractor informing the Contractor within 10 days of the overpayment collection.

4.4 Vocational/Career Assessment Services Requirements

Contractor and assessment services providers shall conduct vocational/career assessments for GAIN/GROW and REP participants with the following services:

- 4.4.1 Provide a comprehensive vocational assessment, whose purpose is to generate information useful to career guidance and planning of job training and placements for GAIN, GROW or REP participants. Enrollment in an approved course of training or other activities should be a direct result of this activity.
- 4.4.2 Recruit and maintain sufficient number of assessment service providers to meet the needs of GAIN, GROW or REP participants and to ensure that there is no delay in services provided.
- 4.4.3 Provide orientation to all new contract employees working directly with GAIN, GROW, or REP participants within 30 business days after they are employed by Contractor or assessment services

provider and maintains up-to-date records of all employees who have received this orientation.

- 4.4.4** Maintain/update LRS/CalACES, or any replacement system, inventory of assessment providers within five (5) business days after Contractor/County determines an update is necessary. Contractor must provide report to County showing this has been completed within the acceptable timeframe.
- 4.4.5** Ensure that assessment service providers meet qualifications and demonstrate a commitment to objectively advise participants of current job market trends and develop a mutually agreed upon employment plan that identifies the education, work experience, training, job search, and supportive services needed to achieve the employment goal.
- 4.4.6** Ensure that bilingual services are available. Contractor will provide a monthly list of all assessments performed in any non-English or non-Spanish language by the 10th of each following month.
- 4.4.7** Resolve problems and complaints identified by County and/or assessment service providers, or a plan to resolve is implemented within five (5) business days.
- 4.4.8** Provide a liaison to County to represent the Vocational Assessment program on behalf of the participant during County business hours.
- 4.4.9** Contractor shall ensure that vocational assessments are conducted by persons qualified by education and experience. Assessors shall qualify to provide services for the GAIN/GROW/REAS contract by meeting any of the following criteria:
 - 4.4.9.1** Masters Degree in a Counseling related field or an appropriate credential. The appropriate credentials shall include: Certified Vocational Evaluator (CVE), Certified Rehabilitation Counselor (CRC), Career Counselor (NCCC or NBCC) and School Counselor (PPS), Professional Vocational Evaluator (PVE), and the International Psychometric Evaluation Credential (IPEC).

For assessors not having the advanced degrees or certification, there are two additional means by which they may meet the minimum qualifications. They are:

4.4.9.2 Graduation from an Accredited College with a Bachelor's Degree in a Counseling Related Field - The assessor shall have completed a minimum of 15 semester units in counseling preparation, nine (9) of which shall be in the following areas: guidance principles and techniques, personality development, and test and measurements. The remaining six (6) units must be in the following areas: career counseling techniques, vocational assessment techniques, career and occupational information resources, and counseling techniques for a multi-cultural population.

4.4.9.3 Bachelor's Degree and One Year of Counseling Experience - For the assessment staff not having the required educational background specified in *Subparagraphs 4.4.9.1 and 4.4.9.2*, the following requirements may also satisfy the minimum qualifications: Bachelor's Degree in an unrelated field, and one year or equivalent full-time experience in vocational counseling under the supervision of an appropriately certified counselor (see *Subparagraph 4.3.1.1* for appropriate certification).

4.4.10 Language Requirements for Assessments:

GAIN/GROW and REP participants are not required to speak English in order to participate in the program. Thus, when required, Assessor shall provide verbal and written instructions in languages other than English. Other languages include all threshold and non-threshold languages. The threshold languages are English, Spanish, Armenian, Vietnamese, Chinese, Cambodian, Russian, Tagalog, Farsi and Korean and including the four (4) Be Vu Settlement languages for the CalFresh Program: Laotian, Hmong, Arabic and Farsi.

When a non-threshold language becomes a threshold one, County will notify Contractor immediately and Contractor shall ensure that a translator for the new threshold language will be available within 30 business days from the day Contractor was notified of the language status change.

The language used with the participant while providing learning disability, vocational or career assessment services must be written on page 2 of the revised GN 6014 and GN 6014A, including information about the use of interpreter services.

4.4.11 Contractor shall ensure assessment services providers provide participants with an orientation to the assessment program including information on the: Purpose of the GAIN/GROW and REP Program, Philosophy of the GAIN/GROW and REP Program, Goals of the GAIN/GROW and REP Vocational Assessment Program, Goals of the GAIN/GROW and REP Career Assessment Program.

4.4.12 Assessment Activities:

Contractor shall include at the minimum, but not limited to, the following:

- a. Obtain the participant's work history, and evaluating his/her employment skills, knowledge and ability through appropriate vocational testing.
- b. Review the participant's educational history and evaluating present educational competency level.
- c. Discuss the participant's need for supportive services.
- d. Identify the participant's employment goal and evaluating his/her chances to achieve the goal, given the participant's current and potential skills and the local labor market conditions.
- e. Evaluate his/her ability to achieve the goal given the participant's current achievement, aptitude and cognitive levels, potential skills and local labor market conditions.
- f. Develop a mutually agreed upon employment plan and identifying the education, training, job search, work experience and supportive services needed to achieve the employment goal.
- g. Estimate the time that will take to achieve the goal.
- h. Document the disclosure of the participant's physical limitations, mental conditions or any barriers, such as substance abuse or domestic violence, that limits the participant's ability for employment or participation in Welfare-to-Work (WTW) activities.
- i. Identify the available resources to complete the Employment Plan.

Contractor shall ensure that the assessment provider utilize four (4) major assessment methods approved by the County, during the information gathering and testing phase of the assessment.

These methods include:

- 1) Vocational interviews are used for two basic purposes:**
 - a)** Using a structural interview format, assessors will gather and define relevant vocational information about participants' educational and work experience, vocational interest, employment goals, hobbies and personal needs. During this process, participants are given the opportunity to discover and clarify important information pertaining to their vocational potential.
 - b)** These interviews help participants make realistic choices about employment and whether vocational training may be recommended. Given their skills levels, needs, and vocational preferences, participants learn about the options open to them within the parameters, focusing on immediate full-time or part-time employment.
- 2) Vocational interest inventories:** A list of questions about job titles job-related objectives or activities. Individual responses will indicate preference for the titles, objectives or activities. These questionnaires use the "self-report" techniques, i.e., they require the individuals to describe their own characteristics, likes and dislikes. Occupational interest inventories should be available for participants with various levels of reading skills.
- 3) Educational competency tests:** Educational competency evaluation procedures shall be used to determine the participant's work-related reading and math skills.
- 4) Individual aptitude or multi-aptitude vocational tests:** Multi-aptitude tests measure functional levels of basic work aptitudes, including cognitive, academic, perceptual, and fine motor skills.

Additional tests, to include the following if needed:

- Work-related temperament
- Work values

- Personality
- Work maturity
- Personal/social skills
- Work samples

Contractor shall ensure Assessment instruments are unbiased regarding gender. Vocational assessors and career assessors for GAIN/GROW and REP are to utilize additional behavioral tests and observational tools, approved by the County, to screen GAIN/GROW and REP participants for the need of Mental Health, Substance Abuse and Domestic Violence services which would otherwise impair their abilities to find a job or a better job.

For GROW participants, vocational assessors and career assessors are to utilize behavioral tests and observational tools, approved by the County, to screen GROW participants for the need of Mental Health and Domestic Violence services which would otherwise impair their abilities to find a job or a better job.

- 4.4.13** Specific test instruments utilized by the assessment service providers shall be approved by the Contractor.
- 4.4.14** Contractor shall ensure that the full assessment process provided by the assessment service provider shall not be less than six (6) hours and not exceed 12 hours. The partial-assessment process provided by the assessment provider or Third-Party assessment shall not exceed six (6) hours.
- 4.4.15** Contractor shall ensure that the assessment service provider provides a liaison to County who will allow the Case Manager to confirm vacancies and appointment dates by telephone prior to participant referral. The assessment service provider/liaison shall be knowledgeable about the GAIN/GROW and REP program, have authority to confirm appointments, and be available, at the assessment service providers locations, between 8:00 a.m. and 5:00 p.m. during the regular County business days of Monday through Friday. The only exception to this is for assessment providers located at school sites and which have to abide by school holidays and assessment providers that are religious institutions and not available due to observance of religious holidays. When assessment providers located at school sites are not available due to school holidays, mail a copy of the completed referral form to the GAIN/GROW and REP Case Manager.
- 4.4.16** Contractor shall ensure that within one (1) business day of receipt of the telephone referral from the Case Manager, the assessment service provider shall schedule the assessment appointment.

The appointment date shall be within five (5) business days of the date the assessment provider received the assessment referral.

- 4.4.17** The need for a Vocational Assessment occurs during the Job Club/ Orientation (JCO) component for those participants who remain unemployed at the beginning of the fourth week or as a stand-alone activity when appropriate.

For GROW participants, the need for a Vocational Assessment is recommended by the GROW Case Manager or Job Developer at any time during GROW participation; however, a participation in a Vocational Assessment is voluntary for GROW participants.

Contractor shall ensure that the assessment service provider ensures that he/she be the same person to assess the participant and to be present at the pre and post assessment meetings with the Job Club Facilitator, the Job Developer and the designated GAIN, GROW or REP Case Manager to collect and share information on the participant.

4.4.18 GAIN and REP Participant:

Contractor shall ensure that upon completion of the assessment service, the assessment service provider completes the assessment results on the GN 6014 for vocational assessments and the GN 6014A for career assessments and either email or hand-deliver these forms to the GAIN or REP Case Manager with a copy to the GAIN or REP Regional Assessment Liaison within five (5) business days from the date of the initial assessment appointment.

4.4.19 GROW Participant:

Contractor shall ensure that the assessment service provider ensures that the employment plan developed for the GROW participant can be reasonably completed within the participant's remaining time on aid.

Contractor shall ensure that the assessment service provider completes and inputs in LRS/CalACES the results within one (1) business day from the date of the initial assessment appointment. The GROW Case Manager shall receive plan via the LRS/CalACES computer.

Contractor shall ensure that the assessment service provider sends the completed, printed disposition form to GROW Case Manager on a weekly basis.

- 4.4.20** Contractor shall ensure that the assessment service provider obtains the assessment referral form from each GAIN/GROW and REP participant.
- 4.4.20.1** Contractor shall ensure that the assessment service provider completes the referral form confirming participant's attendance to assessment interview.
- 4.4.20.2** Contractor shall ensure that within five (5) business days of receipt of the referral form, the assessment service provider returns a copy of the completed referral form to the GAIN/GROW and REP Case Manager.
- 4.4.20.3** Contractor shall ensure that the assessment service provider retains the original completed referral form on file.
- 4.4.21** Upon confirmation of the GAIN/GROW/REP participant's assessment appointment, Contractor shall ensure that the assessment service provider creates an assessment file folder for each participant. This file folder shall include all critical documents related to the assessment process, including the GAIN/GROW or REP participant's employment plan. A copy of the employment plan shall follow the GAIN/GROW/REP participant through any subsequent reassessment, reevaluation, and/or Third-Party Assessment.

4.4.22 GAIN and REP Participant:

Contractor shall ensure that the assessment service provider notifies the GAIN or REP Case Manager in writing, on a form approved by the County, within three (3) business days, if the GAIN or REP participant fails to show up for the initial assessment appointment or is asked to leave for reasons acceptable to the Contractor and the County.

4.4.23 GROW Participant:

Contractor shall ensure that the assessment provider updates the LRS/CalACES within one (1) business day with a "no show" Status if the GROW participant fails to show for the initial assessment appointment or fails to cooperate with the assessor. If the assessment provider cannot access or edit LRS/CalACES, he/she must either email or telephone this information to the GROW Case Manager within one (1) business day.

- 4.4.24** Contractor shall ensure that the assessment service provider provides GAIN/GROW or REP participants an overview of the assessment process which must include the purpose of assessment and related activities.
- 4.4.25** Contractor shall ensure that the assessment service provider interviews each GAIN/GROW or REP participant to determine which assessment instruments are most appropriate for each individual participant. The types of vocational assessment instruments utilized by the assessment service provider shall be subject to approval by the Contractor.
- 4.4.26** Contractor shall ensure that the assessment service provider makes a referral to the GAIN, GROW or REP Case Manager, recommending a referral for supportive services/clinical assessment if the threshold is reached during the barriers screening process or if the participant self-discloses a barrier to employment.
- 4.4.27** Contractor shall ensure that the assessment service provider analyzes the results of the completed assessment instruments and discuss the results with the GAIN, GROW or REP participant.
- 4.4.28** Contractor shall ensure that the assessment service provider and the GAIN, GROW or REP participant jointly develops the employment goals for the GAIN, GROW or REP participant's Employment Plan. The plans should reflect the employment goals the participant wants to pursue based on the assessment results (achievement, aptitude, and cognitive levels), labor market, and comprehensive discussions about what the job entails, the level of training/education needed, licensing and/or legal requirements, if applicable (such as passing a background check). Should the participant disagree with the assessment results because the assessor's evaluation of the participant's achievement, aptitude, and cognitive levels do not align with the desired employment goal; the participant can request a third-party assessment and ultimately a State Hearing (if they disagree with the results of the third-party assessment).

Contractor shall ensure that the Assessor provides objective guidance to the participant at all times, respecting the integrity of the process and protecting the welfare of the participant.

Contractor shall ensure that the assessment service provider:

- 4.4.28.1** Reviews any prior assessments and related documents/information such as employment and/or

criminal record history to assist in the development of current employment plan.

4.4.28.2 Reviews the Labor Market Information (LMI) to:

4.4.28.2.1 Ensure that the selected job is a growth or stable occupation; and

4.4.28.2.2 Review the Specific Vocational Preparation (SVP) levels to determine the appropriate duration of the education and training requirements for the selected goals.

Employment plans should be developed based on the WTW activities needed for the participant to achieve their employment goal. Plans may extend beyond WTW 24-Month Time Clock or the 48-Month CalWORKs Time Limit. The participant must be provided an estimated duration of when the employment goal(s) will likely be attained. Furthermore, assessors shall consider recommending activities that will address the participant's employment barriers during the participant's WTW 24-Month Time Clock. These WTW activities could include remedial education, adult basic education, English as a Second Language programs and specialized supportive services programs. Participants are not required to meet the federal core requirements during the WTW 24-Month Time Clock.

4.4.28.2.3 When a participant chooses an employment goal which requires an employment plan that extends beyond the CalWORKs 48-month time limit, it is important for the vocational assessment service provider to have a comprehensive conversation with the participant regarding the goal; discuss the pros and cons of choosing a long-term goal, the commitment needed to achieve the long-term goal, the skills/education needed to attain the goal, and the possibility of

supportive services from the County not being available to assist them beyond their CalWORKs 48-month time limit.

4.4.28.2.4 If the participant wants to pursue the long-term goal, the Vocational Assessment Service Provider needs to:

- a. Read and explain the Acknowledgement of Timelines and Limitations of Receiving Supportive Services for the participant and request the participant to initial and sign the form.
- b. Develop an alternate goal consistent with the assessment results (reading/math tests, vocational skills inventory, interview, participants choice etc.) that the participant would want to pursue should the participant reconsider the long-term goal during the meeting with the GAIN Case Manager.

4.4.28.3 Career plans for career goals should be developed in terms of the participant's potential for maintaining employment, motivation to promote, adequacy of life skills programs, and labor market information.

Provide guidance that allows participants to pursue goals that might not otherwise be recommended based on the test scores.

Present information to the participant that allows them to make informed decisions about their future without feeling pressure to choose goals that the assessor feels are more appropriate.

Explain the probability of success and the obstacle to achieve the goals in a positive way.

Provide the participant "safety Net" goals which should be similar to the stated goals of the employment plan regarding training and industry.

Allow the participant to achieve the goals with a higher probability of success.

4.4.28.4 When the assessment results indicate the participant meets qualifications, experience or aptitude requirements for a non-demand occupation, it can be considered as an employment option, however, to the extent possible, employment goal options should be selected from the LMI, Job Services list, growth or stable occupations. A non-demand occupation can be selected as an employment goal under the following conditions:

4.4.28.4.1 It is not a declining occupation;

4.4.28.4.2 Resources are available under the GAIN/GROW/REP Program or in the community to reasonably expect the participant to achieve the employment goal; and

4.4.28.4.3 Expected compensation is at a level which provides the participant with self-sufficiency.

4.4.28.5 Discuss career ladder opportunities based on the participant's skills and motivation in conjunction with individual interest.

4.4.28.6 Explore training in non-traditional jobs for women, if appropriate, during the development of the employment plan.

4.4.29 Contractor shall ensure that the assessment service provider informs the GAIN, GROW or REP participant, at a minimum, of the following factors when developing the employment goal:

4.4.29.1 Normal entry-level and/or journey-level wage ranges for jobs in the occupational field.

4.4.29.2 Normal working conditions for jobs in the occupational field;

4.4.29.3 Normal physical/mental demands of jobs in the occupational field;

- 4.4.29.4** Normal working hours for jobs in the occupational field;
- 4.4.29.5** Career ladders in the occupational field when available.
- 4.4.30** Contractor shall ensure that the assessment service provider makes the GAIN, GROW or REP vocational participant aware that although entry-level wages in a chosen occupational field may be low, the GAIN, GROW or REP participant may want to consider the job because once employed, there are better opportunities for increased earnings.
- 4.4.31** Contractor shall ensure that the assessment service provider works toward developing a mutually agreed-upon employment plan for each GAIN, GROW or REP participant. In developing the employment plan, all of the following factors shall be considered:
 - 4.4.31.1** That there are benefits to be gained by starting a job now to learn skills necessary for success and long-term employment;
 - 4.4.31.2** The participant's work history, including employment skills, knowledge and ability;
 - 4.4.31.3** The participant's educational history and present educational competency level;
 - 4.4.31.4** The participant's barriers to employment in order to assign the appropriate activity to help in removing those barriers.
 - 4.4.31.5** The participant's prior training, if any. When possible, the discussion of prior training shall include why prior training did not result in long term stable employment;
 - 4.4.31.6** The participant's need for supportive services in order to best benefit from employment and training services;
 - 4.4.31.7** The participant's employment goal and the likelihood of achieving the goal, given the participant's current and potential skills and the local labor market conditions;
 - 4.4.31.8** Identification of two employment goals and the estimated time it will take to achieve these goals. The

assessment service provider may recommend available post-assessment services with a duration consistent with County policy.

For career assessment, the assessment service provider must develop a recommended “career plan” instead of an employment plan. Participants must be assessed for occupations that are beyond entry level based on participant’s long term employment goal. The career plan must include all steps necessary for the participant to reach the desired career goal.

For career assessment, the assessment service provider shall recommend available post-assessment services of the appropriate duration.

For the GROW participants, the duration of recommended activities are not to exceed the General Relief participant’s remaining time on aid as displayed LRS/CalACES.

4.4.31.9 Duration of Primary and Secondary Employment Goals for REP RCA participants:

Contractor shall ensure Vocational Training Programs are short term and intended to lead to employment within 12 months.

Contractor shall ensure Educational Programs are short term and intended to lead to employment within 12 months.

English as a Second Language for REP RCA participants:

Contractor shall not recommend English as a Second Language in addition to Vocational English as a Second Language (VESL) or ESL if VESL is not available.

Contractor shall ensure individuals receiving Refugee Cash Assistance (RCA) in the REP Program obtain jobs within one year of becoming enrolled in services in order to achieve economic self-sufficiency as soon as possible. RCA participants are able to take part in English language instruction with an emphasis on English as it relates to obtaining and retaining a job.

However, English language instruction must be provided in a concurrent, rather than sequential, time period with employment or other employment-related services. Therefore, the activities listed below would be appropriate for the Assessors to recommend in addition to ESL.

Employment-Related Short-Term Activities:

- Work Experience
- Job Services (including In-House Job Search)
- Skills Recertification
- Vocational Training

4.4.31.10 Specific Objectives

The assessment service provider shall develop for each GAIN, GROW or REP participant specific objectives for each employment goal that are agreed upon between the assessment service provider and the participant. The goals of the specific objectives must be achievable within the constraints of the program, whether these relate to time, resources, institutions or any other factor likely to affect the final outcome. The assessment service provider shall develop SMART specific objectives. SMART is an acronym for Specific, Measurable, Attainable, Realistic and Time Bound. It's a simple tool used in writing actionable plan for results.

Specific: Great goals are well defined and specific. The idea should be concrete, detailed, and well defined. Use action words to start your goal, such as obtain, complete, pass, enroll, apply, etc. to introduce the idea.

Measurable: Numbers are essential part of goal setting. Put concrete numbers in the goals, whenever possible. For example: Increase your reading to 12th grade level in six months.

Attainable: The participant must be able to achieve the employment goals based on the participant's cognitive levels, aptitude, supportive services available, and resources. Another "A" could be used for Agreed Upon, it is the most important aspect, the participant's buy-in of the action steps, and he/she

must believe the goal is reachable.

Realistic: The goals must be based on current conditions and realities of the business climate. Like attainable, it must be doable.

Time-Bound: Goals are not achieved when there is no time frame identified; indicate a time-frame to achieve each small step.

4.4.32 Contractor shall ensure that the assessment service provider records the assessment results on forms provided by County. Copies of forms shall be file in the GAIN/GROW or REP participant's file and a copy shall be emailed or hand-delivered the appropriate GAIN/GROW or REP Case Manager with a copy to the Regional Assessment Liaison within five (5) business days of the participant's initial assessment interview. Contractor shall ensure that the assessment service provider maintains a physical and digital copy of the assessment file which shall include all County forms, assessor notes, and test results summaries for a period of five (5) years after termination of this contract, unless County Director's written approval is given to dispose of such material prior to the end of such period.

4.4.33 Contractor shall ensure that the assessment service provider be available to discuss and Provide assessment records to County, CDSS staff and Third-Party Assessors when requested by County.

4.4.34 Contractor shall ensure that, if the assessment service provider and GAIN/GROW or REP participant are unable to reach an agreement on the development of an employment goal and/or plan, the assessor informs COUNTY and CONTRACTOR using GN 6013 and GN 6014 for GAIN and REP and ABP 1609 for GROW within five (5) business days. This notice shall state the nature of the dispute and describe the issues involved.

If the GAIN/GROW or REP Case Manager and the participant believe a component not listed in the employment plan is better suited for the participant, the GAIN/GROW or REP Case Manager may contact the assessor to discuss an amendment to the plan. Using professional judgment, the assessor may agree to the amendment if it is in line with the participant's employment goal.

4.4.35 Contractor shall ensure that upon referral by County, the assessment service provider acting as the Third-Party Assessor

reviews the employment plan and make appropriate recommendations. The original assessor must be available upon request, to discuss and provide assessment records to Third-Party assessor.

Per State regulations, the results of the assessment conducted by the Third-Party Assessor shall be binding upon the County and the participant and shall be used to develop the appropriate employment plan for the participant unless the participant files a request for a State Hearing.

- 4.4.36** Contractor shall ensure that the assessment service provider participates in the State Hearing process within five (5) business days of telephone or written notice from County. This shall include attendance by necessary staff persons and the provision of necessary records and documents. The assessment service provider shall also provide needed records, documents and written statements for the conciliation and grievance processes when requested by COUNTY.

4.4.37 Amendments to Employment Plan

4.4.37.1 If the employment plan requires a minor change that seems to be in line with the scores/educational background of the participant and the participant agrees with the change, the GAIN, GROW or REP Case Manager will contact the assessment service provider for approval and make the change in-house.

4.4.37.2 If the change is complicated, such as when the participant has enrolled in an education program that does not fit with their scores/educational background, or if the GAIN, GROW or REP Case Manager and the participant believe a component not listed in the employment plan is better suited for the participant, the Case Manager will contact the assessment service provider to discuss an amendment to the plan. Using professional judgment, the assessor may agree to the amendment if it is in line with participant's employment goal.

4.4.37.3 If the assessment service provider does not agree with the amendment, the amendment request shall be sent to Contractor to be forwarded to County for review. County and Case Management Staff will resolve the issue within their organization.

4.4.37.4 Although most of the employment plans may be amended in the first 30 business days, based on extenuating circumstances, amendments to the plan can be made any time during the 12 month period after the plan is signed.

4.4.38 Reassessments

Contractor shall ensure that the assessment service provider conducts GAIN GROW or REP vocational reassessments whenever a participant is referred for such services by the GAIN, GROW, or REP Case Manager during the 12 month period after the initial assessment. GAIN, GROW, or REP participants may be referred for reassessment under the following circumstances:

4.4.38.1 A participant shall be referred for reassessment whenever he/she fails to obtain employment after completion of all activities included in the participant's employment plan.

4.4.38.2 Referrals for reassessment shall also be made when it is deemed necessary by the GAIN, GROW, or REP Case Manager. Such additional reasons for reassessment may include but are not limited to the following:

4.4.38.2.1 When GAIN, GROW or REP participants experience difficulty completing the employment plan recommendations.

4.4.38.2.2 Special circumstances that were not identified during the original assessment process that would preclude the participant from completing the employment plan activities (e.g., participant allergic to materials in the training environment).

4.4.38.2.3 Unavailability of the training facilities required for completing the employment plan and no other vocational training Contractor is available within reasonable proximity to provide the required training.

4.4.38.2.4 When the assessment provider has insufficient information to approve an

amendment or additional testing is needed.

4.4.38.2.5 The reasons provided for reassessment shall serve as guidelines for determining what actions shall be taken during the reassessment. After a review of the participant's employment plan and any progress in achieving the employment goal, the plan shall be revised as required.

4.4.38.2.6 All timeliness and processing requirements applicable to processing initial assessments are also applicable to processing reassessments.

4.4.38.2.7 The estimated time to complete the reassessment and the amount billed shall be as follows:

- a. It is estimated that the reassessment process will take up to six (6) hours for the assessor to complete.
- b. After the completion of the reassessment, the assessor shall bill for this service at the rate of one half the cost of a full assessment.

4.4.39 Contractor shall ensure that the assessment service provider protects the confidentiality of all assessment results.

4.4.40 Contractor shall ensure that the assessment service provider provides verbal and written instructions/material in other languages when available and as requested by the County and its GAIN Contractors.

4.4.41 Contractor shall ensure that the assessment service provider posts Equal Employment Opportunity and Nondiscrimination in Services notices in all provider facilities, where they are easily accessible to contract employees and GAIN/GROW or REP participants. Assessment service providers shall ensure compliance with this Agreement's *Standard Terms and Conditions, Section 8.0, Subsection 8.28.*

- 4.4.42** Most GAIN or REP participants are caretakers of minor children. The majority of them will have school-age children. In order to facilitate the participant's cooperation with program requirements and to minimize the cost of GAIN child care, it is desirable that the GAIN or REP assessments be conducted during the time the children are in school. Contractor shall ensure that assessors are available to conduct business during business hours (i.e., 8:00 a.m. to 5:00 p.m.).
- 4.4.43** Contractor shall ensure that the assessment service provider establishes and maintains a quality control system acceptable to Contractor in order to ensure compliance with the requirements in this *Subsection 4.3*. Problems found shall be resolved or a plan shall be implemented to resolve problems within five (5) business days of detection. Contractor shall ensure that a file of quality control findings be maintained by the assessment service provider for five (5) years.
- 4.4.44** Contractor shall ensure that the assessment service provider ensures that a Confidentiality Agreement, as illustrated in *Exhibit F*, is signed and a copy is on file for each contract employee prior to beginning work on services provided under this Agreement.
- 4.4.45** Contractor shall ensure that the assessment service provider reports all suspected or actual fraud discovered if reporting such fraud does not violate provisions of client confidentiality established by the code of ethics of the assessment provider's professional association, certifying agency, or licensing agency. Reports of fraud shall be made in writing to County, within three (3) business days of discovery.

4.5 Learning Disabilities Evaluation Services Requirements

The following requirements shall be met by the Contractor and the assessment services providers conducting Learning Disabilities Evaluation Services for GAIN or CalWORKs REP participants. These services shall be structured in a two-tiered system which will include:

Tier I: Learning Disabilities Evaluations (With or Without Accommodations); and **Tier II:** Learning Disabilities Diagnosis.

Contractor shall assure that all staff providing Learning Disabilities Evaluations meet the following qualifications:

- 1)** A Master's degree or Doctorate's degree in a counseling-related field with graduate-level coursework in testing and measurement and

specific graduate-level coursework relating to the identification and evaluation of learning disabilities, and;

- 2) Qualification to administer and interpret the specific tests required to evaluate learning disabilities in each of the testing domains as described in *Paragraph 4.4.1*, which includes approval by the Learning Disabilities test publisher to use the required Learning Disabilities instruments.

Contractor shall ensure that the assessment services provider takes into consideration the participant's short/long-term educational needs in making recommendations for the participant's activities/goals.

- 4.5.1 Contractor shall ensure that the assessment services provider conducts/completes a comprehensive Learning Disabilities Evaluation for each referred participant. At a minimum, the following domains regarding the participant shall be addressed:

- 4.5.1.1 A diagnostic interview and history taking

- 4.5.1.2 Aptitude/information processing

- 4.5.1.3 Academic achievement, and

- 4.5.1.4 Vocational interview, inventories and tests

- 4.5.2 Instruments/tests listed below are not intended to be exhaustive. The type of tests administered by the assessment services provider are at the discretion of the Learning Disabilities Evaluators' professional judgment and must match, to the extent possible, the participant's vocational interests. To perform the Learning Disabilities Evaluation, instruments/tests may include, but not be limited to the following:

- 4.5.2.1 Aptitudes/information processing; The Woodcock-Johnson and Woodcock-Munoz for Spanish, are required instruments. The Wechsler Adult Intelligence Scale (WAIS); BETA III; Test of Non-verbal Intelligence (TONI 3); and Raven Standard Progressive Matrices may be used as needed and

- 4.5.2.2 Achievement; e.g., Wide Range Achievement Test (WRAT 3), Test of Adult Basic Education (TABE), or Nelson-Denny (reading); and

- 4.5.2.3 Vocational Interests, as needed, to assist in the development of the WTW plan.

At this time, the State has not approved testing instruments in languages other than English and Spanish. Once the State approves testing instruments in all threshold and non-threshold languages, Contractor shall ensure that the assessment service provider administers these tests to all non-English and non-Spanish participants.

- 4.5.3** Contractor shall ensure that the assessment service provider assesses/evaluates all existing assessment information to ensure that evaluation services are not duplicated, unless deemed necessary by the evaluator.
- 4.5.4** Contractor shall ensure that the assessment services provider recommends a diagnosis when the participant presents significant or multiple impairments.
- 4.5.5** Contractor shall ensure that the assessment services provider considers the linguistic background of the participant in selecting the Learning Disabilities evaluation tests.
- 4.5.6** Contractor shall ensure that upon completion of the Learning Disabilities Evaluation, the assessment services provider discusses with the participant the benefits of Job Club Services as a first WTW activity.
- 4.5.7** Contractor shall ensure that the assessment services provider integrates all information gathered during the Learning Disabilities Evaluation into a summary report. The assessment services provider shall use direct language in completing the report. The report shall include the following information regarding the participant:
 - 4.5.7.1** Relevant vocational/educational background and history;
 - 4.5.7.2** Documentation and discussion of participant's short/long-term employment goals and generic/specific vocational plans/goals;
 - 4.5.7.3** General aptitude;
 - 4.5.7.4** Academic achievement;
 - 4.5.7.5** Cognitive level;
 - 4.5.7.6** Other issues; e.g., physical/mental problems;

- 4.5.7.7 Areas of strength;
 - 4.5.7.8 Areas of deficit;
 - 4.5.7.9 Learning disabilities and description of each;
 - 4.5.7.10 Related and co-existing disorders and description of each;
 - 4.5.7.11 Appropriateness of current or proposed Welfare-to-Work activity;
 - 4.5.7.12 Recommended accommodations/assistive technology for participant's current or proposed Welfare-to-Work plan and other purposes (e.g., driver's license exam, GED exam);
 - 4.5.7.13 Identification of local resources to assist the participant;
 - 4.5.7.14 Evaluation Summary (including areas of potential impact; rationale for Learning Disability determination).
- 4.5.8** Contractor shall complete *Subparagraph 4.5.8.1 through Subparagraph 4.5.8.4* as indicated below:
- 4.5.8.1 Contractor shall ensure that the assessment services provider gives priority in scheduling participants who are identified by the GAIN/REP Case Manager (on the Learning Disabilities referral form) as being in the compliance/sanction process or approaching their time limit on aid.
 - 4.5.8.2 For participants not identified (on the Learning Disabilities referral form) as being in the compliance/sanction process or approaching their time limit on aid, Contractor shall ensure that the assessment services provider provides a Learning Disabilities Evaluation appointment date to the County or GAIN/REP contracted regions/offices when requested via telephone so that the County or GAIN/REP contracted regions/offices can provide this information to the participant immediately after the Learning Disabilities screening is completed. The evaluation appointment shall be no more than five (5)

business days from the date of the telephone appointment request.

4.5.8.3 Contractor shall ensure that the assessment services provider provides a liaison to County who will have authority to make/change Learning Disabilities Evaluation appointments.

4.5.8.4 Contractor shall ensure that the assessment services provider notifies the GAIN/REP case Manager within three (3) business days in writing if the participant does not show for the first or second scheduled appointment

4.5.9 Contractor shall ensure that the assessment services provider completes and emails or hand-delivers a copy of the evaluation report to the GAIN/REP Case Manager with a copy to the appropriate Regional Assessment Liaison within five (5) business days from the date that the evaluation begins. The Learning Disabilities Evaluator shall retain the original completed report on file.

4.5.10 When it is technologically possible and upon the request and approval of the County GAIN Program Liaison, Vocational Assessment Service Providers may be requested to update the results of the Learning Disability evaluation directly into LRS/CalACES upon completion of the evaluation and email/provide a hard copy of the employment plan to the case-carrying GAIN Services Worker, Contracted Case Manager or REP Case Manager with a cc to the Regional Learning Disability Liaison. The Learning Disability Evaluator may be requested to update the LRS/CalACES with the following information:

- Appointment availability
- Appointment results
- Learning Disabilities tests completed
- Learning Disabilities evaluation results and accommodations
- Recommendations for employment and vocational goals
- Communication with the Participant

4.5.11 Contractor shall ensure that the assessment services provider ensures that the evaluator is available to discuss the evaluation report by telephone with DPSS or GAIN/REP contracted staff and the participant, as necessary.

4.5.12 Contractor shall ensure that the assessment services provider provides the participant with written documentation which may be

provided to employer(s), schools, etc., as verification of his/her learning disabilities and the recommended reasonable accommodations.

- 4.5.13** Contractor shall ensure that the assessment services provider recommends a Learning Disabilities Diagnosis when the participant presents significant or multiple impairments.
- 4.5.14** Contractor shall ensure that the assessment services provider recommends a Learning Disabilities Diagnosis if the evaluator and participant are unable to reach an agreement regarding the determination of learning disabilities or accommodations.
- 4.5.15** Contractor shall ensure that a Learning Disabilities Diagnosis be recommended to resolve disputes with GAIN training and/or educational service providers that present contrary findings based on their own testing for learning disabilities.
- 4.5.16** Contractor shall ensure that the assessment services provider recommends a Third-Party Assessment if the evaluator and participant are unable to reach an agreement on the participant's employment plan portion of the evaluation. The Third-Party Assessment must be an approved Learning Disability (LD) evaluator. This Third-Party Assessment shall be compensated at the partial payment for Learning Disabilities Evaluation rate.
- 4.5.17** Contractor shall recruit and maintain sufficient staff for ongoing services.
- 4.5.18** Contractor shall ensure that hired staff meets all California Department of Social Services (CDSS) requirements to perform LD evaluations.
- 4.5.19** Contractor shall provide a liaison to County to represent the LD program on behalf of the participant during County business hours.
- 4.5.20** Contractor shall ensure when it is technologically possible and upon the request and approval of the County GAIN Program Liaison that the assessment services provider update the LRS/CalACES computer system with pertinent information.
- 4.5.21** Contractor shall maintain all records as required.
- 4.5.22** Contractor shall ensure that all participants who are referred for Learning Disability Evaluation will be given an appointment for evaluation that is no more than five (5) business days from the

date of the referral provided that the participant keep the appointment scheduled for them.(Refer to *Subparagraph 4.5.8.2 of the Statement of Work*).

- 4.5.23** Contractor shall ensure that the Learning Disability Evaluation report shall be completed and emailed or hand-delivered to the GAIN/REP Case Manager within five (5) business days from the date the evaluation begins for evaluations completed in one (1) session (Refer to *Paragraph 4.5.9 of the Statement of Work*). For evaluations requiring more than one (1) session, the Learning Disability Evaluation report shall be completed and emailed or hand-delivered within five (5) business days following the last session.
- 4.5.24** Contractor shall ensure that upon determining the need for a Diagnosis, the complete Learning Disability Evaluation report including all relevant participant records shall be emailed or hand-delivered to the GAIN/REP Case Manager and to the Diagnostician within three (3) business days of completion of the evaluation. (Refer to *Paragraph 4.5.2 of the Statement of Work*).

4.6 Learning Disabilities Diagnosis Services Requirements

- 4.6.1** After the evaluator conducts the Learning Disabilities Evaluation, and the participant meets the established criteria for further Learning Disabilities Testing and Diagnosis, Contractor shall ensure that the evaluator refers the participant to the GAIN/REP Case Manager for a Learning Disabilities Diagnosis.
- 4.6.2** Contractor shall ensure that upon determining the need for a Diagnosis, the evaluator sends a copy of their evaluation report to the GAIN/REP Case Manager and to the Diagnostician or his/her designee within three (3) business days of completing the evaluation. Upon receipt of the evaluation report, the Diagnostician, with the evaluator's input and feedback as needed, will determine if a Diagnosis can be made based on this information.
- 4.6.3** Contractor shall ensure that if a Diagnosis can be made without an interview of the participant, a Diagnosis report, including any necessary and appropriate recommendations for accommodations, will be created and sent to the GAIN/REP Case Manager within three (3) business days of the completion of the Diagnosis.
- 4.6.4** Contractor shall ensure that if an interview of the participant is necessary to complete the Diagnosis, the Diagnostician contacts the GAIN/REP Case Manager to arrange for the appointment.

The appointment will include an interview of the participant and any additional testing that may be necessary to complete the diagnosis. Upon completion of the Diagnosis, the Diagnostician will send his/her Diagnosis report, by certified mail, to the GAIN/REP Case Manager and the initial evaluator within three (3) business days.

- 4.6.5** Upon receipt of the Learning Disability Evaluation report, should relevant documents requiring participant authorization for release be identified in the report, the GAIN/REP Case Manager shall be responsible to request within three (3) business days and forward the documents to the Diagnostician within three (3) business days following receipt.
- 4.6.6** Contractor shall ensure that all participants who are referred for Learning Disability Diagnosis will be seen by the Diagnostician within three (3) business days (provided that the participants keep the appointment scheduled for them) following receipt by the Diagnostician of the complete Learning Disability Evaluation Report including all identified relevant documents as necessary.
- 4.6.7** All participants who are diagnosed as having a Learning Disability, accommodation plans will be emailed or hand-delivered to the GAIN/REP Case Manager within three (3) business days following the completion of The Diagnosis.
- 4.6.8** Contractor shall recruit and maintain sufficient staff for ongoing services.
- 4.6.9** Contractor shall ensure that hired staff meets all CDSS requirements to perform Learning Disability diagnoses.
- 4.6.10** Contractor shall provide a liaison to the County to represent the Learning Disability program on behalf of the participant during County business hours.
- 4.6.11** Contractor shall maintain all records as required.
- 4.6.12** Contractor shall ensure that a Learning Disability Diagnosis is performed when formal documentation of an accommodation is needed, or the participant presents significant or multiple impairments.

4.7 Special Instructions for Processing Participants with Criminal Records

When a participant declares that he/she has a criminal record the Contractor shall ensure assessor does the following:

4.7.1 Determine if the participant has applied for an expungement of his/her criminal record. If the participant has applied for an expungement with the judicial court, request the participant to present a processed copy of either the Order for Dismissal form CR-181 or the Petition for Dismissal form CR-180.

4.7.1.1 If the participant presents either of the requested documents, develop an employment plan which allows the participant to pursue their chosen employment goal. However, if the participant's criminal record cannot be expunged (for example, participant served prison time,), refer to 4.7.3 and/or 4.7.4 below.

4.7.1.2 If the required document is not provided at Assessment, the Vocational Assessment Service Provider (VASP) will develop an employment goal that will not be affected by the participant's criminal record, but is in a closely related field to the desired goal and allow for Amendments to the Employment Plan when the documentation that the participant has requested an expungement is received by the VASP.

4.7.2 If the participant has not filed for expungement of his/her criminal record, encourage him/her to take advantage of DPSS' Expungement Services.

4.7.2.1 Engage each participant in a meaningful discussion and explain the advantages of having criminal records expunged.

4.7.2.2 Recommend that the participant contact the certifying and licensing boards to get more information if a criminal record will preclude him//her from pursuing a specific license/certificate.

4.7.2.3 Notify the GSW, CCM, or REAS Program Case Manager (RCM) of the participant's need for Expungement Services via the assessor's comments on page three of the GN 6014 – Vocational Assessment Summary and Employment Plan.

- 4.7.3** Assist participants with criminal records by advising them of the criminal offenses that may affect their ability to achieve their employment goal in certain fields/occupations so that participants may make an informed choice.
 - 4.7.3.1** Show the participant government regulations for individuals with criminal records in pursuing certain fields, such as: jobs related to security, firearms, bonding, fiduciary responsibilities, and exposure to medicines, and working with children/elderly, etc. If in doubt, research the employment goal and necessary legal mandates.
 - 4.7.3.2** Explain to the participant that some governing boards will allow them to finish their program and determine eligibility for licensing examinations on a case-by-case basis. Explain that this process may result in the participant being disqualified from taking the licensure examination; delay their ability to receive a license or not receiving a license at all.
 - 4.7.3.3** Recommend the participant contact the certifying and licensing boards if it appears the participant's criminal record may preclude him/her from pursuing a specific field/occupation to get information on the appeal process.
 - 4.7.3.4** Recommend an alternative employment goal close to his/her field of interest that may not be affected by the participant's criminal record.
- 4.7.4** Develop employment goals that will not be affected by the participant's criminal record, if the criminal records cannot be expunged.
 - 4.7.4.1** Engage the participant in a meaningful discussion and explain the reasons for developing the employment goals.
 - 4.7.4.2** Advise participant to seek legal assistance in applying for a Certificate of Rehabilitation if a conviction resulted in prison time.

4.7.4.3 Recommend employment goals closely related to his/her field of interest that may not be affected by the participant's criminal record.

4.7.5 Complete the Confidentiality Section of the Employment Plan.

4.7.5.1 Indicate if the participant has a criminal record (misdemeanor/felony conviction).

4.7.5.2 Advise the GSW/CCM/RCM of the participant's need for Expungement services if the participant has not applied for a Petition for Dismissal.

4.8 Performance Measures

Contractor shall perform in accordance with the following Performance Measures for the Vocational Assessment, Learning Disabilities Evaluation and Learning Disabilities Diagnosis components of the Contract:

4.8.1 One Hundred percent (100%) of participants will have a complete employment plan within two (2) business days following the completion of the assessment appointments.

4.8.2 One hundred percent (100%) of completed vocational assessment employment plans are delivered to the GAIN Case Manager/REP Case Manager/GROW Case Manager within five (5) business days via email or hand-delivery.

4.8.3 A quarterly review of ninety-five percent (95%) customer satisfaction surveys completed indicate that the Participant is satisfied with the level of service provided by the contracted vocational assessment provider.

4.8.4 Contractor shall ensure that assessment providers conform to *the 7:1 Ratio of Participants to Assessors*.

TECHNICAL EXHIBIT 15**PERFORMANCE REQUIREMENT SUMMARY FOR VOCATIONAL ASSESSMENT AND
LEARNING DISABILITIES EVALUATION SERVICES CONTRACTOR**

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
1. Recruit and maintain sufficient service providers for Vocational Assessment and Learning Disability Valuation/Diagnosis services. <i>(SOW Paragraph 4.4.2)</i>	Maintain sufficient assessor coverage in all contracted sites so that there is no backlog in the delivery of services.	Appointment Date shall be within 5 business days of request date.	Verified User complaints. Review of MMR. GSW complaints. Site Monitoring.	\$500.00 per appointment not scheduled due to unavailable staff.
2. Sufficient assessors will be available at Job Club Assessment dates. <i>(SOW Paragraph 4.4.2)</i>	7:1 Ratio of participants to assessors based on reservation list provided to assessor 48 hours before session.	2 additional walk-in participants	Verified User complaints. Review of MMR. GSW complaints. Site Monitoring.	\$500.00 per non-compliance with the Ratio.
3. Ensure that service providers meet all CDSS requirements and qualifications to perform Assessments and LD Evaluations/ Diagnoses. <i>(SOW Paragraph 4.6.9)</i>	100% of staff employed to conduct Assessments and LD Evaluation/Diagnosis meet the minimum requirements and qualifications.	100%	Review of employee records. Review of MMR. Review of Evaluation reports.	\$500.00 per incidence of non-compliance.
4. Provide Orientation to all new contract employees working directly with GAIN/GROW and REP participants. <i>(SOW Paragraphs 4.2.2 and 4.4.3)</i>	100% of public contact staff trained within 30 business days after they are employed by CONTRACTOR or Assessment/LD Evaluation services providers.	15 days	User complaints. Review of Monthly Management Reports.	\$100.00 per occurrence.
5. LACOE staff and Assessors receive training on Barriers Screening, Civil Rights and Cultural Awareness. <i>(SOW Paragraph 2.3.2)</i>	100% of staff attends training during the term of this contract.	100%	Review of MMR.	\$500.00 per incidence of non-compliance.

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
6. LACOE staff and Assessors receive training on Child/Elder Abuse Awareness. <i>(SOW Paragraph 2.3.2)</i>	100% of staff attends training during the term of this contract.	100%	Review of MMR.	\$500.00 per incidence of non-compliance.
7. LACOE staff and Subcontractors receive LRS/CalACES replacing systems training. <i>(SOW Paragraph 2.3.2)</i>	Appropriate staff to attend training prior to providing services.	100%	Review of MMR.	\$500.00 per incidence of non-compliance.
8. Equal Employment Opportunity and Nondiscrimination in Services notices are posted in all CONTRACTOR and Subcontractor facilities, where they are easily accessible to contract employees and GAIN/REP participants. <i>(SOW Paragraph 4.2.11)</i>	100% of CONTRACTOR and assessment service providers' sites shall have subject notices publicly posted.	100%	On-site observation. Subcontractors Monitoring Reports.	\$100.00 per incidence of non-compliance.
9. Forward Civil Rights complaints from GAIN/REP participants against service providers to COUNTY. <i>(SOW Paragraph 4.2.12)</i>	100% of Civil Rights complaints forwarded to CCA within 1 business day.	1 additional business day.	Participant complaints. Review MMR. Review of Civil Rights complaints.	\$100.00 per incidence of non-compliance.
10. Resolve problems and complaints identified by COUNTY and/or service providers. <i>(SOW Paragraph 4.2.9)</i>	100% of problems and complaints are resolved or a Corrective Action Plan to resolve is implemented within 5 business days of acceptance of CAP by COUNTY.	98% of complaints.	User complaints.	\$2,000.00 per incidence of non-compliance.
11. Provide a Liaison to COUNTY and service providers <i>(SOW Paragraphs 4.2.7 and 4.2.8)</i>	CONTRACTOR's Liaison available to COUNTY and service providers during COUNTY business hours.	100%	Participant complaints. On-site observation.	\$500.00 per incidence of non-compliance.
12. Confidentiality Agreement is signed and a copy is on file for each employee prior to that employee starting work. <i>(Contract Subsection 7.5)</i>	100% of employees have signed the Confidentiality Agreement form prior to beginning work on this Contract.	100%	Review of Personnel records.	\$300.00 per incidence of non-compliance.

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>13. Invoices, Management and Monitoring Reports are submitted to COUNTY as required. (Contract Subsection 5.5 and SOW Paragraph 4.2.14)</p>	<p>COUNTY receives Invoices by the 15th day of the following month and Management and Monitoring Reports by the 25th day of the following month.</p>	<p>2 business days</p>	<p>Review of Reports/Invoices</p>	<p>\$100.00 per day late.</p>
<p>14. Maintain and comply with Quality Control Plan: (SOW Subsection 1.4) Monitor assessment service provider for contract compliance and quality of services. (SOW Subsection 1.3)</p>	<p>New service providers will be monitored each of the first 6 months. If performing at acceptable attribute points agreed to by COUNTY and CONTRACTOR, monitoring may then be quarterly.</p>	<p>100%</p>	<p>Review of QC Plan Review of Subcontractors' Monitoring Reports On-Site Observation</p>	<p>\$900.00 per occurrence.</p>
<p>15. Provide Insurance Verification to CCA. (Contract Subsection 8.24)</p>	<p>Evidence of Coverage provided prior to expiration date of previous certificate.</p>	<p>Expiration Date</p>	<p>Review of Insurance Verification.</p>	<p>2% of CONTRACTOR's Monthly Flat Fee per occurrence.</p>
<p>16. Maintain/update LRS/CalACES inventory of assessment providers. (SOW Paragraphs 4.2.3 and 4.4.4)</p>	<p>Update LRS/CalACES within 5 business days after CONTRACTOR/COUNTY determines an update is necessary.</p>	<p>100%</p>	<p>User complaints. LRS/CalACES review.</p>	<p>\$500.00 per occurrence.</p>
<p>17. Maintain participant records as required. (SOW Paragraph 4.6.11)</p>	<p>Maintain participant folder with test results and completed reports such as Employment Plan, LD Evaluation report.</p>	<p>100%</p>	<p>Review of participant records.</p>	<p>\$300.00 per incidence of non-compliance for each of the sections identified.</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>18. Ensure bilingual services are available. <i>(SOW Paragraph 4.4.6)</i></p>	<p>Non-English speaking participants are assessed in their native language, unless written valid justification is provided.</p>	<p>99% of speaking participants referred.</p>	<p>User complaints. Review of Monthly Management Reports. GSW complaints.</p>	<p>\$500.00 per occurrence.</p>
<p>19. Participants referred for Vocational Assessment will be given an appointment that is no more than 5 business days from the date of the referral. <i>(SOW Paragraphs 4.4.16 and 4.3.8)</i></p>	<p>100% of participants who are referred for Vocational Assessment will be given an appointment that is no more than 5 business days from the date of the referral.</p>	<p>100%</p>	<p>Review of records. Participant complaints. Review of Monthly Management Report, GSW complaints.</p>	<p>\$100.00 per incidence of non-compliance.</p>
<p>20. Completed Employment Plan contains SMART specific objectives and the recommended objectives were discussed with the participant on the day of Assessment. <i>(SOW Subparagraph 4.4.31.10)</i></p>	<p>100% of participants who are assessed must be provided with SMART specific. Objectives to achieve their employment career goals on the day of Assessment.</p>	<p>1 business day</p>	<p>Review of records. Participant complaints. Review of MMR. GSW complaints.</p>	<p>\$100.00 per day late.</p>
<p>21. Completed Employment Plan is provided to GSW or CCM within 5 business days following the completion of the Assessment appointment. <i>(SOW Paragraph 4.4.18)</i></p>	<p>100% of completed Employment Plans are provided to GSW or CCM within 5 business days following the completion of the Assessment appointment.</p>	<p>1 business day</p>	<p>Review of records. Participant complaints. Review of MMR. GSW complaints.</p>	<p>\$100.00 per day late.</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>22. Availability of LD Evaluation administration between: 8:00 a.m. – 5:00 p.m. Monday through Friday and on Saturdays from 8:00 a.m. – 5:00 p.m. by appointment only, except on COUNTY scheduled holidays. (SOW Subsection 1.8 and SOW Subparagraph 4.2.1.2)</p>	<p>Staff available to service participants scheduled for Evaluation.</p>	<p>100%</p>	<p>Participant complaints. Review MMR.</p>	<p>\$300.00 per incidence of non-compliance.</p>
<p>23. Participants referred for LD Evaluation will be given an appointment for Evaluation that is no more than 5 business days from the date of the referral. (SOW Subparagraph 4.5.8.2)</p>	<p>100% of participants who are referred for LD Evaluation will be given an appointment for Evaluation that is no more than 5 business days from the date of the referral.</p>	<p>99% of participants referred.</p>	<p>Review of records. Participant complaints. Review of MMR. GSW complaints.</p>	<p>\$250.00 per incidence of non-compliance.</p>
<p>24. Upon confirmation of the GAIN/REP participant's Vocational Assessment and/or LD Evaluation appointment, Evaluator shall create a file folder for each participant. (SOW Paragraph 4.4.21)</p>	<p>Folder is created to hold documents as stated in SOW section.</p>	<p>100%</p>	<p>Review of participant case folders.</p>	<p>\$300.00 per incidence of non-compliance.</p>
<p>25. Evaluator is available to discuss the LD report with DPSS staff and the participant, as necessary. (SOW Paragraph 4.5.11)</p>	<p>Be available to discuss progress report, via telephone appointment within 3 business days.</p>	<p>100%</p>	<p>Participant complaints. GSW Complaints. Review of MMR.</p>	<p>\$300.00 per incidence of non-compliance for each of the sections identified.</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>26. An LD Evaluation shall include a Diagnostic Interview and History Taking. (SOW Paragraph 4.5.1)</p>	<p>Participant record documents that Diagnostic Interview and History Taking was completed.</p>	<p>100%</p>	<p>Review of LD Evaluation reports. Participant complaints. Review of MMR.</p>	<p>\$300.00 per incidence of non-compliance.</p>
<p>27. An LD Evaluation shall include Vocational Interview, Inventories and Tests. (SOW Subparagraph 4.5.1.4)</p>	<p>Participant record documents that Vocational Interview, Inventories and Tests were completed.</p>	<p>100%</p>	<p>Review of LD Evaluation reports. Review of participant case folders. Review of MMR.</p>	<p>\$300.00 per incidence of non-compliance.</p>
<p>28. Validated instruments, approved by the State, are used in the LD Evaluation and Diagnosis process. (SOW Subparagraph 4.5.2.3)</p>	<p>Validated instruments are used.</p>	<p>None. Does not apply to cases where approved instruments are not available.</p>	<p>Review of MMR. Review of tools. Review of LD Evaluation reports. Review of participant case folders.</p>	<p>\$300.00 per incidence of non-compliance.</p>
<p>29. For an LD Evaluation, use basic tools approved by the State to measure aptitudes/information processing, e.g., Wechsler Adult Intelligence Scale (WAIS), Woodcock-Johnson, Woodcock Munoz for Spanish, BETA III, Test for Non-verbal intelligence (TONI3), and Raven Standard Progressive Matrices. (SOW Subparagraph 4.5.2.1)</p>	<p>Subject tools are used.</p>	<p>None. Does not apply to cases where approved instruments are not available.</p>	<p>Review of tools. Review of LD Evaluation reports. Review of participant case folders.</p>	<p>\$300.00 per incidence of non-compliance.</p>
<p>30. For an LD Evaluation, use basic tools approved by the State to measure achievement, e.g., Wide Range Achievement Test (WRAT 3), Test of Adult Basic Education (TABE), and Nelson-Denny (reading). (SOW Subparagraph 4.5.2.2)</p>	<p>Subject tools are used.</p>	<p>None. Does not apply to cases where approved instruments are not available.</p>	<p>Review of tools. Review of LD Evaluation reports. Review of participant case folders.</p>	<p>\$300.00 per incidence of non-compliance.</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>31. For an LD Evaluation, use basic tools to measure Vocational Interests. (SOW Paragraph 4.5.2)</p>	<p>Subject tools are used.</p>	<p>100%</p>	<p>Review of tools. Review of LD Evaluation reports. Review of participant case folders.</p>	<p>\$300.00 per incidence of non-compliance.</p>
<p>32. LD tests administered match, to the extent possible, the participant's employment goal. (SOW Paragraph 4.4.12)</p>	<p>LD tests match participant's employment goal.</p>	<p>100%</p>	<p>Review of tools. Review of LD Evaluation reports. Review of participant case folders.</p>	<p>\$300.00 per incidence of non-compliance.</p>
<p>33. Perform an LD Diagnosis rather than an LD Evaluation when formal documentation of an accommodation is needed or the participant presents significant or multiple impairments. (SOW Paragraph 4.5.13)</p>	<p>Conduct an LD Diagnosis as required.</p>	<p>100%</p>	<p>GSW complaints. Review of participant case folders. Review of Diagnosis reports. Review of LD Evaluation reports.</p>	<p>\$300.00 per incidence of non-compliance.</p>
<p>34. Notify the GSW/CCM/RCM within 1 business day by telephone, if the participant does not show for the scheduled LD appointment. Evaluator shall follow up in writing within 3 business days. (SOW Paragraph 4.4.22 and SOW Subparagraph 4.5.8.4)</p>	<p>Notify COUNTY as required.</p>	<p>100%</p>	<p>GSW complaints. Review of MMR. Review of participant case folder.</p>	<p>\$300.00 per incidence of non-compliance.</p>
<p>35. The LD Evaluation report is to be completed and E-Mailed to the GSW or CCM or RCMOR. (SOW Paragraph 4.5.23)</p>	<p>The LD Evaluation report is to be completed and E-Mailed to the GSW or CCM/RCM within 5 business days from the date the Evaluation begins.</p>	<p>100%</p>	<p>Review of records. Participant complaints. Review of MMR. GWS complaints.</p>	<p>\$300.00 per incidence of non-compliance.</p>

REQUIRED SERVICES	STANDARD	AQL	METHOD OF MONITORING	LIQUIDATED DAMAGES
<p>36. Upon determining the need for a Diagnosis, the LD Evaluation report is to be E-Mailed to the GSW or CCM and to the Diagnostician. <i>(SOW Paragraph 4.5.24)</i></p>	<p>The LD Evaluation report is to be E-Mailed to the GSW or CCM and to the Diagnostician within 3 business days of completion of the Evaluation.</p>	100%	<p>Review of records. Participant complaints. Review of MMR. GSW complaints.</p>	\$300.00 per incidence of non-compliance.
<p>37. Participants who are referred for LD Diagnosis will be seen by the Diagnostician within 3 business days (provided that the participant keeps the appointment scheduled for them). <i>(SOW Paragraph 4.6.6)</i></p>	<p>100% of participants who are referred for LD Diagnosis shall be seen by the Diagnostician within 3 business days (provided that the participant keeps the appointment scheduled for them).</p>	100%	<p>Review of records. Participant complaints. Review of MMR. GSW complaints.</p>	\$500.00 per incidence of non-compliance.
<p>38. For participants who are diagnosed as having an LD, the Accommodation Plan will be E-Mailed to the GSW or CCM/RCM within 3 business days following the completion of the Diagnosis. <i>(SOW Paragraph 4.6.7)</i></p>	<p>For 100% of participants who are diagnosed as having an LD, the Accommodation Plan will be E-Mailed to the GSW or CCM/RCM within 3 business days following the completion of the Diagnosis.</p>	100%	<p>Review of records. Participant complaints. Review of MMR. GSW complaints.</p>	\$500.00 per incidence of non-compliance.
<p>39. Ensure service providers provide responsive, efficient and high quality public services. <i>(SOW Paragraph 4.8.3)</i></p>	<p>A quarterly review of ninety-five percent (95%) customer satisfaction surveys completed indicate that the participant is satisfied with the level of service provided by the contracted vocational assessment provider.</p>	100%	<p>Review of records. Participant complaints. Review of MMR. GSW complaints.</p>	\$300.00 per incidence of non-compliance.

PERFORMANCE REQUIREMENT SUMMARY FOR VOCATIONAL ASSESSMENT AND LEARNING DISABILITIES EVALUATION SERVICE PROVIDERS

	Type*	Wt.	Monitoring Attribute	Evidence of Compliance	Method of Monitoring
1.	FR	5	A file folder containing all relevant assessment materials is maintained for each participant for whom a referral is received.	A file folder is available for review	Review of participant file
2.	FR	3	GN6007 (Notification of Change Form) is completed, signed and dated if participant failed to appear for initial appointment or failed to cooperate.	GN6007 Form is completed, signed and dated and in the participant file.	Review of participant file
3.	FR	3	GN6013 (Disposition Form) is completed, signed and dated by assessor.	GN6013 Form is completed, signed and dated by assessor and is in the participant file.	Review of participant file
4.	FR	5	Partial-Final Memo Form is completed if participant does not complete assessment after the Information Gathering and Testing phase.	Partial-Final Memo Form is completed and in participant file.	Review of participant file
5.	FR	5	Third-Party Assessment Memo Form is completed if assessor and participant are unable to reach an agreement in development of the Employment Plan/Career Plan.	Third-Party Assessment Memo Form is completed and in participant file.	Review of participant file
6.	FR	5	GN6014 (Employment Plan/Career Plan) is completed, signed and dated by assessor and participant.	Employment Plan/Career Plan is signed and dated by assessor and participant.	Review of participant file
7.	FR	5	LD Evaluation is completed, signed and dated by assessor and participant.	LD Evaluation is completed, signed and dated by assessor and participant.	Review of participant file
8.	FR	5	A referral for a diagnosis is made if the participant crosses the testing threshold or a dispute with the participant arises over the test results.	Documentation of the referral is included in the case notes in the participant folder.	Review of participant file
9.	FR	5	After a diagnosis referral is made and the results are obtained, the diagnosis results are integrated into the LD Evaluation.	LD Evaluation includes recommendations from the diagnosis and the diagnosis is in the participant file.	Review of participant file
10.	FR	5	Employment goals are created for each participant.	GN6014 Form includes both primary and secondary employment goals. LD Evaluation contains three employment goals.	Review of participant file
11.	FR	3	The OES codes for the primary and secondary goals are identified.	The OES codes for all of the employment goals are indicated on the Employment Plan/Career Plan or LD Evaluation.	Review of participant file
12.	FR	3	Review available labor market and occupational data to determine if desired employment goals are appropriate for the participant.	GN6014 or LD Evaluation shows evidence that the labor market information available to the assessor was consulted.	Review of participant file.
13.	FR	5	Use appropriate assessment instruments according to LACOE guidelines.	Test results are maintained in the participant file.	Review of participant file

*FR = File Review, C = Computer, ISV = Intensive Site Visit, DR = Desk Review

PERFORMANCE REQUIREMENT SUMMARY FOR VOCATIONAL ASSESSMENT AND LEARNING DISABILITIES EVALUATION SERVICE PROVIDERS

	Type*	Wt.	Monitoring Attribute	Evidence of Compliance	Method of Monitoring
14.	FR	1	If participant refuses to comply with any of the barriers screenings, the GN6136 (Refusal Form) is completed and signed appropriately.	Documentation is in participant file.	Review of participant file
15.	FR	5	Barriers Screening instruments are located in the participant file.	Instruments are located in participant file.	Review of participant file
16.	FR	5	Domestic Violence instrument is administered by assessor and signed by participant	Domestic Violence instrument is completed and in participant folder.	Review of participant file
17.	FR	5	If the participant discloses domestic abuse a request for a referral for domestic violence services is faxed to the appropriate party on the same day when the abuse is reported.	Documentation that call was made and fax was sent in participant file.	Review of participant file
18.	FR	5	Substance Abuse instrument is administered to the participant	Documentation in folder.	Review of participant file
19.	FR	5	Mental Health instrument is administered to participant.	Documentation in folder.	Review of participant file
20.	FR	3	If threshold is reached in substance abuse or mental health, participant is referred back to GSW for a clinical assessment within one workday.	Documentation is in participant file.	Review of participant file
21.	FR	3	Interview form completed to the extent possible.	Interview form completed and in participant file.	Review of participant file
22.	FR	5	Contractor shall report all suspected or actual fraud in writing to DPSS within 3 workdays.	Written evidence is available and timelines are documented in the participant file.	Review of participant file
23.	FR	1	GN6006 (Referral Form) is signed and dated by the assessor.	Form is signed and dated and in the participant file.	Review of participant file
24.	C	1	Assessment appointment scheduled within 5 business days of telephone referral.	Time between appointment date and referral date is less than or equal to 5 business days.	Computer analysis of data.
25.	C	1	GN6007 is returned within 3 business days if participant failed to appear for initial appointment or failed to cooperate.	Time between appointment date and return date is less than or equal to 3 business days.	Computer analysis of data.
26.	C	1	GN6006 is returned to GSW/CCM/RCM within 5 business days of first appointment attended date.	Time between appointment date and return date is less than or equal to 3 business days.	Computer analysis of data.
27.	C	5	Employment Plan completed within 2 business days following the completion of the assessment appointments.	Time between appointment date and completion of Employment Plan is less than or equal to 2 business days.	Computer analysis of data.
28.	C	3	GN6013 (Disposition Form) returned to GSW /CCM/RCM within 5 business days of initial appointment date.	Time between appointment date and return date is less than or equal to 5 business days.	Computer analysis of data.
29.	C	5	GN6014 (Employment Plan/Career Plan) returned to GSW/CCM/RCM within 5 business days of initial appointment date.	Time between appointment date and return date is less than or equal to 5 business days.	Computer analysis of data.
30.	C	5	LD Evaluation returned to GSW within 5 business days of initial appointment.	Time between appointment date and return date is less than or equal to 5 business days.	Computer analysis of data.

*FR = File Review, C = Computer, ISV = Intensive Site Visit, DR = Desk Review

PERFORMANCE REQUIREMENT SUMMARY FOR VOCATIONAL ASSESSMENT AND LEARNING DISABILITIES EVALUATION SERVICE PROVIDERS

	Type*	Wt.	Monitoring Attribute	Evidence of Compliance	Method of Monitoring
31.	C	5	Partial Final Memo Form returned within 5 business days of initial appointment date.	Time between appointment date and return date is less than or equal to 5 business days.	Computer analysis of data.
32.	C	5	Third-Party Referral Form returned within 5 business days if assessor and participant are unable to reach an agreement in development of the Employment Plan/Career Plan.	Time between disagreement date and Third-Party Referral Form sent date is less than or equal to 5 business days.	Computer analysis of data.
33.	ISV	1	Liaison is available between the hours of 8:00 a.m. and 5:00 p.m.	Someone is available to take referrals during the program hours.	Spot check calls.
34.	ISV	3	Participants receive an orientation to the assessment program that includes, at a minimum, an explanation of the following: 1) Purpose of the GAIN/GROW program, 2) GAIN philosophy, 3) The goals of the GAIN assessment program, 4) Third-Party Option, and 5) Brief explanation of the WTW changes as a result of SB 1041.	Evidence is demonstrated during the Orientation phase of the assessment.	Direct observation.
35.	ISV	3	During the Information Gathering and Test phase of the assessment, an appropriate testing environment is maintained (i.e., proper lighting, test instructions, timing of tests).	Evidence is demonstrated during the Information Gathering and Testing phase of the assessment.	Direct observation.
36.	ISV	5	Test results were scored, analyzed, and discussed with participant.	Evidence is demonstrated at the Vocational Guidance Interview.	Direct observation.
37.	ISV	5	Employment Plan/Career Plan is developed; SMART specific objectives recommend and reviewed with participant.	Evidence is demonstrated at the Vocational Guidance Interview.	Direct observation.
38.	ISV	5	The assessor has reviewed with the participant the Informed Choice Verification section of the Employment Plan/Career Plan.	Evidence is demonstrated at the Vocational Guidance Interview.	Direct observation.
39.	ISV	1	"Nondiscrimination in Services" poster is displayed in a prominent place.	Poster is displayed where participants can see it.	Review of site.
40.	ISV	1	5 year file retention plan being followed.	Agency has a retention plan.	Review of retention plan. Inspection of retention plan (optional).
41.	ISV	3	Participant assessment files are maintained in a confidential and secure manner.	Participant files are stored in a locked file cabinet and are not left unattended in public areas.	Review of participant files storage.
42.	DR	NA	Staff Background Form completed by each assessor who meets contract requirements.	Documentation is on file with LACOE.	Review of documentation file.
43.	DR	NA	Confidentiality procedures are being followed.	All staff working under the contract have completed and submitted a confidentiality agreement to LACOE.	Review of confidentiality file and agency staffing.
44.	DR	NA	Computer data will be received by LACOE within 5 business days of the first day of the month.	Data is received by LACOE by the 5 th workday of the month.	Data is transferred to LACOE computer system.

*FR = File Review, C = Computer, ISV = Intensive Site Visit, DR = Desk Review

**PERFORMANCE REQUIREMENT SUMMARY FOR ASSESSMENT SERVICE PROVIDERS
(CAREER ASSESSMENT)**

		Wt.	Monitoring Attributes	CO*	TP*	PF*	NS*	CA*
FILE REVIEW	1.	5	A file folder is maintained for each participant.	✓	✓	✓	✓	✓
	2.	3	GN6007 is completed.				✓	
	3.	3	GN6013 is completed.	✓	✓	✓		
	4.	5	Partial Final Memo Form is completed.			✓		
	5.	5	Third-Party Assessment Memo Form is completed.		✓			
	6.	5	GN6014 is completed.	✓	✓			
	7.	5	Primary and secondary employment goals determined.	✓	✓			
	8.	3	The OES codes for each goal are identified.	✓	✓			
	9.	3	Labor market reviewed.	✓	✓			
	10.	5	Assessment instruments.	✓	✓			
	11.	1	GN6136 (Refusal Form) for barriers screenings.	✓	✓			
	12.	5	Mental Health instrument is administered.	✓	✓			
	13.	5	Substance Abuse instrument is administered.	✓	✓			
	14.	5	Domestic Violence instrument is administered.	✓	✓			
	15.	5	Domestic Violence referral is faxed.	✓	✓			
	16.	5	Mental Health referral is made as needed.	✓	✓			
	17.	3	Substance Abuse referral is made as needed.	✓	✓			
	18.	3	Interview thoroughly completed.	✓	✓	✓		
	19.	5	Report all suspected fraud.	✓	✓	✓		
	20.	1	GN6006 (referral Form) is in file.	✓	✓	✓		
COMPUTER	1.	1	Appointment scheduled within 5 business days.	✓	✓	✓	✓	✓
	2.	1	GN6007 returned within 3 business days.				✓	
	3.	1	GN6006 returned within 5 business days.	✓	✓	✓		
	4.	5	Employment Plan completed within 2 business days.	✓				
	5.	3	GN6013 returned within 5 business days.	✓	✓	✓		
	6.	5	GN6014 returned within 5 business days.	✓	✓			
	7.	5	Partial Final Memo returned within 5 business days.			✓		
	8.	5	Third-Party Referral Form returned within 5 business days.		✓			
Total Weighted Attribute Points:				82	87	32	10	6
Total Attributes (Number):				22	23	10	4	2

*CO = Completion, LDD = Learning Disability Diagnosis Referral, PF = Partial Final, NS = No Show, CA = Cancelled

**PERFORMANCE REQUIREMENT SUMMARY FOR ASSESSMENT SERVICE PROVIDERS
(VOCATIONAL ASSESSMENT)**

		Wt.	Monitoring Attributes	CO*	TP*	PF*	NS*	CA*
FILE REVIEW	1.	5	A file folder is maintained for each participant.	✓	✓	✓	✓	✓
	2.	3	GN6007 is completed.				✓	
	3.	3	GN6013 is completed.	✓	✓	✓		
	4.	5	Partial Final Memo Form is completed.			✓		
	5.	5	Third-Party Assessment Memo Form is completed.		✓			
	6.	5	GN6014 is completed.	✓	✓			
	7.	5	Primary and secondary employment goals determined.	✓	✓			
	8.	3	The OES codes for each goal are identified.	✓	✓			
	9.	3	Labor market reviewed.	✓	✓			
	10.	5	Assessment instruments.	✓	✓			
	11.	1	GN6136 (Refusal Form) for barriers screenings.	✓	✓			
	12.	5	Mental Health instrument is administered.	✓	✓			
	13.	5	Substance Abuse instrument is administered.	✓	✓			
	14.	5	Domestic Violence instrument is administered.	✓	✓			
	15.	5	Domestic Violence referral is faxed.	✓	✓			
	16.	5	Mental Health referral is made as needed.	✓	✓			
	17.	3	Substance Abuse referral is made as needed.	✓	✓			
	18.	3	Interview thoroughly completed.	✓	✓	✓		
	19.	5	Report all suspected fraud.	✓	✓	✓		
	20.	1	GN6006 (referral Form) is in file.	✓	✓	✓		
COMPUTER	1.	1	Appointment scheduled within 5 business days.	✓	✓	✓	✓	✓
	2.	1	GN6007 returned within 3 business days.				✓	
	3.	1	GN6006 returned within 5 business days.	✓	✓	✓		
	4.	5	Employment Plan completed within 2 business days.	✓				
	5.	3	GN6013 returned within 5 business days.	✓	✓	✓		
	6.	5	GN6014 returned within 5 business days.	✓	✓			
	7.	5	Partial Final Memo returned within 5 business days.			✓		
	8.	5	Third-Party Referral Form returned within 5 business days.		✓			
Total Weighted Attribute Points:				82	87	32	10	6
Total Attributes (Number):				22	23	10	4	2

*CO = Completion, LDD = Learning Disability Diagnosis Referral, PF = Partial Final, NS = No Show, CA = Cancelled

**PERFORMANCE REQUIREMENT SUMMARY FOR ASSESSMENT SERVICE PROVIDERS
(LEARNING DISABILITIES EVALUATION)**

	Wt.	Monitoring Attributes	CO*	LDD*	PF*	NS*	CA*	
FILE REVIEW	1.	5	A file folder is maintained for each participant.	✓	✓	✓	✓	✓
	2.	3	GN6007 is completed.				✓	
	3.	3	GN6013 is completed.	✓	✓	✓		
	4.	5	Partial Final Memo Form is completed.			✓		
	5.	5	LD Evaluation is completed.	✓	✓			
	6.	5	Three employment goals determined.	✓	✓			
	7.	3	The OES codes identified.	✓	✓			
	8.	3	Labor market reviewed.	✓	✓			
	9.	5	Assessment instruments.	✓	✓			
	10.	1	GN6136 (Refusal Form) for barriers screenings.	✓	✓			
	11.	5	Mental Health instrument is administered.	✓	✓			
	12.	5	Substance Abuse instrument is administered.	✓	✓			
	13.	5	Domestic Violence instrument is administered.	✓	✓			
	14.	5	Domestic Violence referral is faxed.	✓	✓			
	15.	3	Mental Health referral is made as needed.	✓	✓			
	16.	3	Substance Abuse referral is made as needed.	✓	✓			
	17.	3	Interview thoroughly completed.	✓	✓	✓		
	18.	5	Report all suspected fraud.	✓	✓	✓		
	19.	5	Referral made to Diagnosis to resolve dispute or if threshold is reached.	✓	✓			
	20.	5	Diagnosis results are integrated into LD Evaluation.		✓			
	21.	1	GN6006 (referral Form) is in file.	✓	✓	✓		
COMPUTER	1.	1	Appointment scheduled within 5 business days.	✓	✓	✓	✓	✓
	2.	1	GN6007 returned within 3 business days.				✓	
	3.	1	GN6006 returned within 5 business days.	✓	✓	✓		
	4.	5	LD Evaluation Report completed within 5 business days.	✓				
	5.	3	GN6013 returned within 5 business days.	✓	✓	✓		
	6.	5	LD Evaluation returned within 5 business days.	✓	✓			
	7.	5	Partial Final Memo returned within 5 business days.			✓		
Total Weighted Attribute Points:				80	85	32	10	6
Total Attributes (Number):				22	23	10	4	2

*CO = Completion, LDD = Learning Disability Diagnosis Referral, PF = Partial Final, NS = No Show, CA = Cancelled

TECHNICAL EXHIBIT 16

**GAIN/GROW/REP CONTRACTOR
CIVIL RIGHTS COMPLAINT ACTIVITY REPORT**

MONTH : _____

I. IDENTIFYING INFORMATION

Name of Contractor Contractor ID Number

Address Contact Person

Telephone Number

II. SOURCE OF NEW COMPLAINTS

DPSS _____

GAIN/GROW/REPParticipant _____

Other: _____ + Total Received _____

III. INVESTIGATION ACTIVITY

Number

Carried over from prior month _____

Received during the month _____

Total on hand during month _____

Finalized during the month
(For Disposition, refer to Section IV) _____

Total on hand at the end of month: _____

Distribution: Original 3 copies to DPSS, Fourth copy kept on file by Contractor for 4 years

TECHNICAL EXHIBIT 16

IV. INVESTIGATION/COMPLAINT DISPOSITION

Date Received	Case Name	Case Number	Alleged Basis of Discrimination	Subcontract or Name	Disposition

TECHNICAL EXHIBIT 17

LOS ANGELES COUNTY OFFICE OF EDUCATION

MONTHLY MANAGEMENT REPORT (MMR-1)

CONTRACT: GAIN/GROW/REP Vocational Assessment Services

Report Month: _____
Year: _____

TO: Los Angeles County Department of Public Social Services

FROM: LACOE - GAIN/GROW Division

The following is a summary of LACOE Intermediary/Vocational Assessment activities:

1.0 Assessment Service Provider Site Reviews:*

_____ Site reviews were conducted by the Vocational Assessment Intermediary staff.

_____ Which of the fourteen (14) required service provider functions are found to be successfully implemented?

_____ Which of the fourteen (14) required service provider functions are not being successfully implemented?

The required service provider functions that are not being successfully implemented are listed below:

Required Function	# of sites where function found to be unsuccessfully implemented	Reasons for service provider implementation problems

Contractor shall provide a Contract Compliance Monthly Monitoring Report (MMR-2) for each site monitored and include it as an attachment to this report.

2.0 List of Occupations and Number Selected in this Monitoring Month:

Occupation Title	Number

TECHNICAL EXHIBIT 18

Dear GAIN/GROW/REP Participant:

Congratulations on completing the GAIN/GROW/REP Assessment Program. Please respond to the following questions in order to help us improve our services.

- | | | Yes | No |
|----|---|--------------------------|--------------------------|
| 1. | Was assessment a positive experience for you?..... | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Did your assessor tell you that the purpose of the assessment.....
was to develop a plan to help you move to full-time
employment and self-sufficiency? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | As a result of today's activities, do you know more about yourself.....
and your plans for the future? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Were you treated with courtesy and respect?..... | <input type="checkbox"/> | <input type="checkbox"/> |

Please write down any comments about today's assessment experience

Sincerely,

**Randy McCauley, Program Manager
LACOE GAIN/GROW Vocational Assessment**

CONTRACTOR’S BUDGETS

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes No
- 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes No
- 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes No
- 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes No

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT DIRECTOR:Name: Kenyatta OrtegaTitle: Administrative Services Manager III, Contract Management Section VIAddress: 12900 Crossroads Parkway South, City of Industry, CA 91746Telephone: (562) 908-3524 Facsimile: (562) 908-0590E-Mail Address: KenyattaOrtega@dpss.lacounty.gov**SUPERVISING COUNTY CONTRACT ADMINISTRATOR:**Name: Luis MelendrezTitle: Administrative Services Manager IIAddress: 12900 Crossroads Parkway South, City of Industry, CA 91746Telephone: (562) 908-3561 Facsimile: (562) 908-0590E-Mail Address: LuisMelendrez@dpss.lacounty.gov**COUNTY CONTRACT ADMINISTRATOR (MONITORING):**Name: Margaret MunizTitle: Administrative Services Manager IAddress: 12900 Crossroads Parkway South, City of Industry, CA 91746Telephone: (562) 908-3564 Facsimile: (562) 908-0590E-Mail Address: MargaretMuniz@dpss.lacounty.gov**COUNTY CONTRACT PROGRAM MANAGER**Name: Leticia CuevasTitle: County Contract Program ManagerAddress: 12820 Crossroads Parkway South, City of Industry, CA 91746Telephone: (562) 908-5373 Facsimile: (562) 908-0590E-Mail Address: LeticiaCuevas@dpss.lacounty.gov**COUNTY CONTRACT PROGRAM MANAGER**Name: Silvia DuenasTitle: County Contract Program ManagerAddress: 12820 Crossroads Parkway South, City of Industry, CA 91746Telephone: (562) 908-5738 Facsimile: (562) 908-0590

E-Mail Address: SilviaDuenas@dpss.lacounty.gov

COUNTY CONTRACT PROGRAM MONITOR

Name: Jose Reyes

Title: Contract Program Monitor

Address: 12900 Crossroads Parkway South, City of Industry, CA 91746

Telephone: (562) 908-3017 Facsimile: (562) 908-0590

E-Mail Address: Jose Reyes@dpss.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

- F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

JURY SERVICE ORDINANCE
Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The Board of Supervisors makes the following findings. The County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this

chapter or will have and adhere to such a policy prior to award of the contract.
(Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002).

2.203.070. Exceptions.

- A. **Other Laws.** This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. **Collective Bargaining Agreements.** This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. **Small Business.** This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

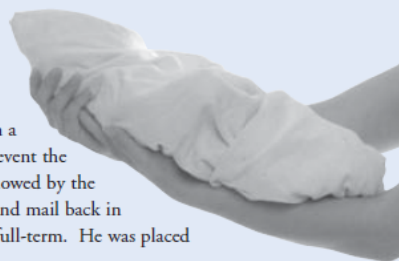
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

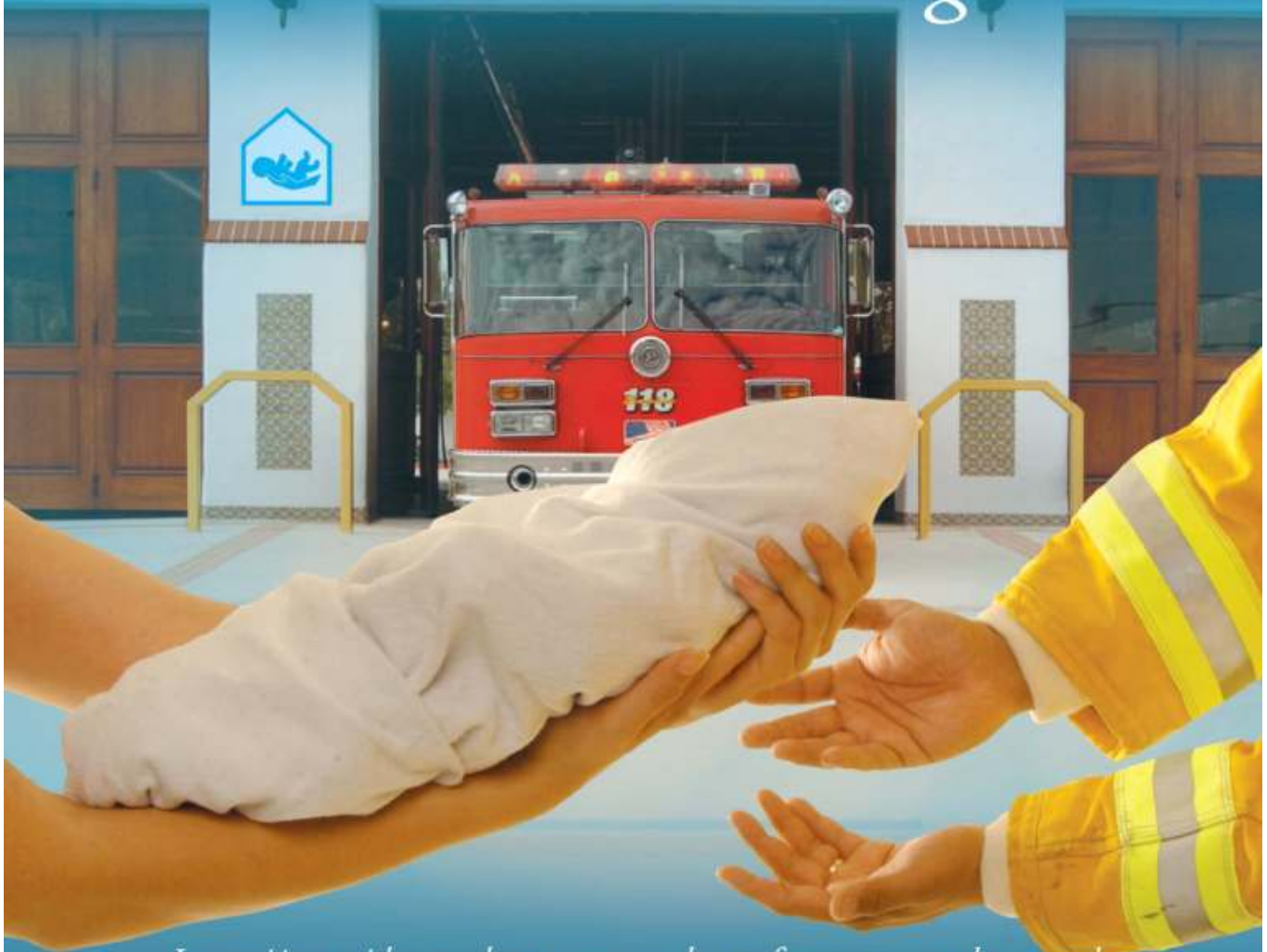
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmelo que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**CONTRACTOR'S NON-DISCRIMINATION
IN SERVICE STATEMENT**

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the American with Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, gender, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

- | | |
|--|--------------|
| | (circle one) |
| 1. The Contractor has a written policy statement prohibiting discrimination in providing services and benefits. | Yes No |
| 2. The Contractor periodically monitors the equal provision of services to ensure nondiscrimination. | Yes No |
| 3. Where problem areas are identified in equal provisions of services and benefits, the Contractor has a system for taking reasonable corrective action within a specified length of time. | Yes No |

Name and Title of Signer

Signature

Date

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dps.lacounty.gov and bservices@WDACS.lacounty.gov

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer’s Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

JOB READINESS & CAREER PLANNING SERVICES
GAIN REP SAMPLE MONTHLY INVOICE
LOS ANGELES COUNTY OFFICE OF EDUCATION

Invoice Date: _____

Invoice No.: _____

Contractor SSN/Taxpayer ID No: _____

Invoice Period:

From: _____ To _____

Actual Cost (From Detail Attachments)

A. Orientation _____

B. Job Club Services _____

Total Invoice Amount (A+B) _____

Marjam Clark, Director, Accounting & Budget Development Date Signed

TO BE COMPLETED BY CCA

Orientation & Job Club Services \$ _____

Liquidated Damages \$ _____

Total Amount to be Paid \$ _____

County Contract Administrator (CCA) Signature Date Signed

**JOB READINESS & CAREER PLANNING SERVICES
CALWORKS REP SAMPLE MONTHLY INVOICE**

LOS ANGELES COUNTY OFFICE OF EDUCATION

Invoice Date: _____ **Invoice No.:** _____

Contractor SSN/Taxpayer ID No: _____

Invoice Period:

From: _____ To _____

Actual Cost for CalWORKS REP participants (From Detail Attachments)

A. Orientation Services _____

B. Job Club Services _____

Total Invoice Amount _____

Number of CalWORKs REP Participants Served: _____

Refugee Cash Assistance _____

General Relief _____

Non-Aided _____

Total _____

Marjam Clark, Director, Accounting & Budget Development Date Signed

TO BE COMPLETED BY CCA

Orientation & Job Club Services \$ _____

Liquidated Damages \$ _____

Total Due Contractor \$ _____

County Contract Administrator (CCA) Signature

Date Signed

**JOB READINESS & CAREER PLANNING SERVICES
NON-CALWORKS REP SAMPLE MONTHLY INVOICE**

LOS ANGELES COUNTY OFFICE OF EDUCATION

Invoice Date: _____

Invoice No.: _____

Contractor SSN/Taxpayer ID No: _____

Invoice Period:

From: _____ To _____

Actual Cost for Non-CalWORKS REP participants (From Detail Attachments)

- A. Orientation Services
- B. Job Club Services

Total Monthly Flat Fee (A +B)

Total Invoice Amount

Number of NON-CalWORKS REP Participants Served: _____

Refugee Cash Assistance _____

General Relief _____

Non-Aided _____

Total _____

Marjam Clark, Director, Accounting & Budget Development Date Signed

TO BE COMPLETED BY CCA

Orientation & Job Club Services \$

Liquidated Damages \$

Total Amount to be Paid \$

County Contract Administrator (CCA) Signature

Date Signed

**JOB READINESS & CAREER PLANNING SERVICES
SHORT-TERM TRAININGS SAMPLE MONTHLY INVOICE**

LOS ANGELES COUNTY OFFICE OF EDUCATION

Invoice Date: _____

Invoice No.: _____

Contractor SSN/Taxpayer ID No: _____

Invoice Period:

From:

To

Actual Cost (From Detail Attachments)

A. Number of GAIN Participants that Started Short-Term Training _____

B. Number of GAIN Participants that Completed Short-Term Training _____

Total Invoice Amount (A+B) _____

Marjam Clark, Director, Accounting & Budget Development Date Signed

TO BE COMPLETED BY CCA

Number of GAIN Participants Attended This Month \$ _____

Total Amount to be Paid \$ _____

County Contract Administrator (CCA) Signature

Date Signed

**GAIN/GROW/REP VOCATIONAL ASSESSMENT/LEARNING DISABILITY
SAMPLE DIRECT SERVICES INVOICE**

Indicate Program: REP - CalWORKs
(GAIN/GROW/REP)

Indicate Service Type: Vocational Assessment
(Vocational Assessment/Learning Disability)

Invoice Date: _____ Invoice Number: _____

Contractor: Los Angeles Office of Education

Contract Number: _____

Invoice Period: From: _____ To: _____

Actual Cost for Direct Services:

Number of Participants Served	Full/Partial	Fixed Unit Price	Total
_____	Full	\$325.00	\$0.00
_____	Partial	\$162.50	\$0.00
	Subtotal		\$0.00
Total Monthly Invoice Amount		\$0.00	

Contractor's Authorizing Name Contractor's Authorizing Signature Date Signed

TO BE COMPLETED BY COUNTY CONTRACT ADMINISTRATOR (CCA)

Direct Services Cost

Total Monthly Invoice Amount \$ _____

TOTAL AMOUNT TO BE PAID \$ _____

CCA Signature

Date

**GAIN/GROW/REP VOCATIONAL ASSESSMENT/LEARNING DISABILITY
SAMPLE DIRECT SERVICES INVOICE**

Indicate Program: REP Non-CalWORKs RCA
(GAIN/GROW/REP)

Indicate Service Type: Vocational Assessment
(Vocational Assessment/Learning Disability)

Invoice Date: _____ Invoice Number: _____

Contractor: Los Angeles Office of Education

Contract Number: _____

Invoice Period: From: _____ To: _____

Actual Cost for Direct Services:

Number of Participants Served	Full/Partial	Fixed Unit Price	Total
_____	Full	\$325.00	\$0.00
_____	Partial	\$162.50	\$0.00
		Subtotal	\$0.00
Total Monthly Invoice Amount		\$0.00	

Contractor's Authorizing Name Contractor's Authorizing Signature Date Signed

TO BE COMPLETED BY COUNTY CONTRACT ADMINISTRATOR (CCA)

Direct Services Cost

Total Monthly Invoice Amount \$ _____

TOTAL AMOUNT TO BE PAID \$ _____

CCA Signature Date

GAIN & REP SAMPLE MONTHLY INVOICE

VOCATIONAL ASSESSMENT INTERMEDIARY SERVICES
Management and Monitoring of Subcontracts
Greater Avenues for Independence Program

Invoice No. _____
Invoice Date _____
Invoice Month _____

Los Angeles County Office of Education

Contract No. _____

9300 Imperial Highway, Clark Bldg.

Vendor No. _____

Downey CA 90242-2890

Vendor SSN or _____

(Vendor name/Address)

Taxpayer ID No. _____

(Telephone Number)

INVOICE DUE ON THE 20th OF THE MONTH FOLLOWING THE MONTH OF SERVICES.

INVOICE AMOUNT REQUESTED \$ _____

Marjam Clark, Director, Accounting & Budget Development

Date Signed

County Contract Administrators Approval Signature

Date Signed

NOTE: the contractor's management and monitoring reports shall be attached to this invoice.

FOR DPSS FINANCE DIVISION/AUDITOR-CONTROLLER USE ONLY

Fund Org.	Acct. Comment	Task	Option	Charge	Amount	P/F	Comment

GROW SAMPLE MONTHLY INVOICE

Exhibit K-11

VOCATIONAL ASSESSMENT INTERMEDIARY SERVICES
 GROW
 Management and Monitoring of Subcontracts
 Greater Avenues for Independence Program

Invoice No. _____
 Invoice Date _____
 Invoice Month _____
 (mo/yr)

Los Angeles County Office of Education

Contract No. _____

9300 Imperial Highway, Clark Bldg.

Vendor No. _____

Downey CA 90242-2890

Vendor SSN or _____

(Vendor name/Address)

Taxpayer ID No. _____

 (Telephone Number)

INVOICE DUE ON THE 20th OF THE MONTH FOLLOWING THE MONTH OF SERVICES.

INVOICE AMOUNT REQUESTED _____

 Marjam Clark, Director, Accounting & Budget Development

 Date Signed

 County Contract Administrators Approval Signature

 Date Signed

NOTE: the contractor's management and monitoring reports shall be attached to this invoice.

FOR DPSS FINANCE DIVISION/AUDITOR-CONTROLLER USE ONLY

Fund Org.	Acct. Comment	Task	Option	Charge	Amount	P/F	Comment

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2013)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2013 are less than \$51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2013 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2013 and owes no tax but is eligible for a credit of \$800, he or she must file a 2013 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2013)
Cat. No. 205991

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

Cert. of No Conflict of Interest

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____

Date: _____

CIVIL RIGHTS FORMS

P1 CIVIL RIGHTS TRAINING REPORT

P2 CIVIL RIGHTS COMPLAINT FLOWCHART

P3 COMPLAINT OF DISCRIMINATORY TREATMENT

CIVIL RIGHTS TRAINING REPORT

Contractor: _____

Address: _____

Contract Manager: _____

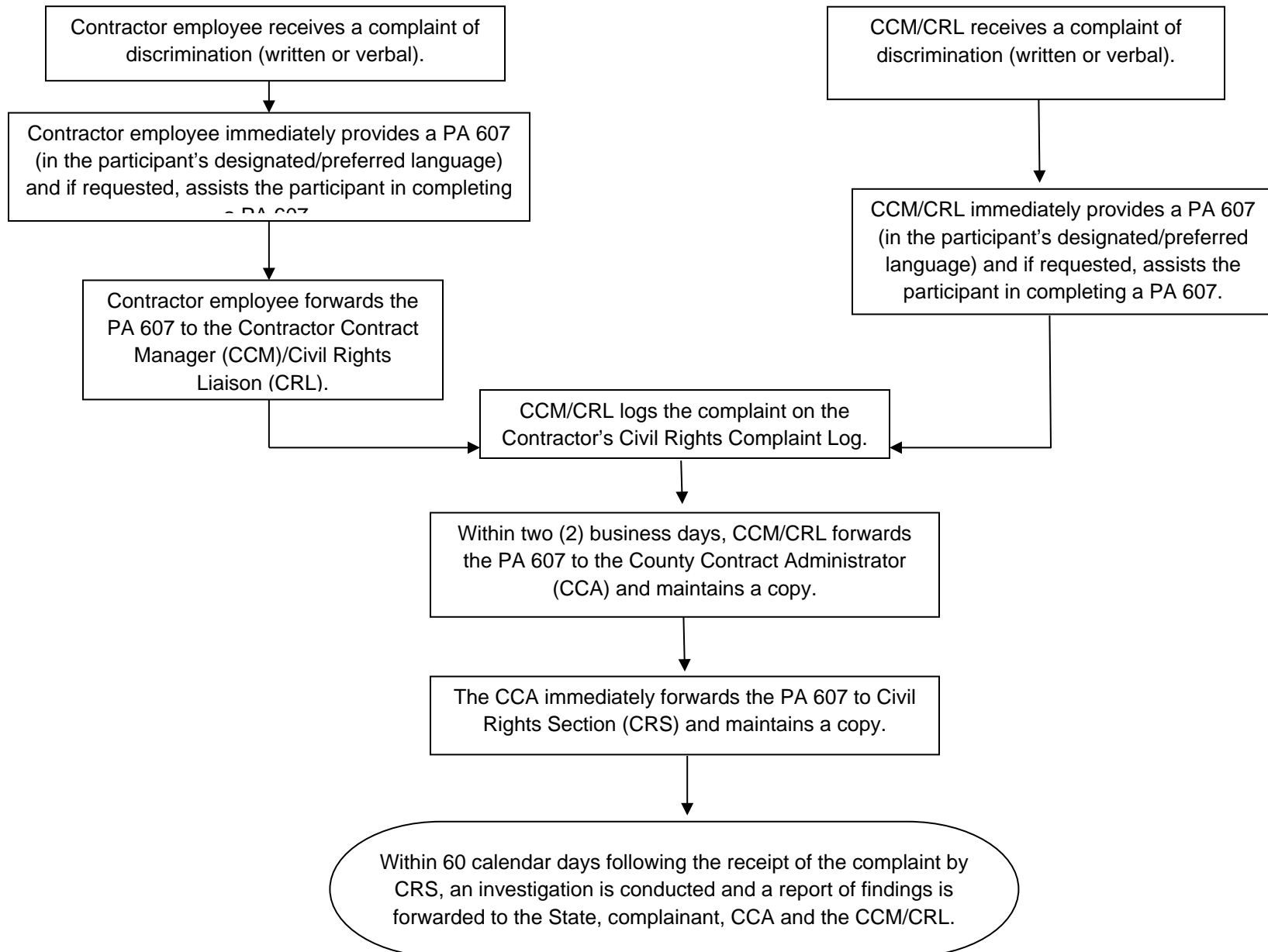
Phone Number: _____

Number of staff who attended Civil Rights Training: _____

Date of Civil Rights Training: _____

Miscellaneous Information: _____

CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS



County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME: []

CASE NUMBER: []

I, _____, hereby file this complaint of discriminatory treatment and request that an investigation be conducted.
(Please print your name)

I believe I was discriminated against because of my:

Grid of checkboxes for discrimination reasons: RACE, NATIONAL ORIGIN, MARITAL STATUS, POLITICAL AFFILIATION, DISABILITY, RELIGION, AGE, SEXUAL ORIENTATION, ETHNIC GROUP IDENTIFICATION, SEX, COLOR, DOMESTIC PARTNERSHIP.

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

CONSENT GRANTED - By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

CONSENT DENIED - I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.

(SIGNATURE) _____ (DATE) _____ ADDRESS: _____

PA - 607 (REVISED 06/11)

TELEPHONE: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

DEPARTMENT OF PUBLIC SOCIAL SERVICES CRIMINAL CONVICTIONS INFORMATION NOTICE

The Department of Public Social Services (DPSS) evaluates the suitability of employment for prospective employees who have been convicted of criminal acts and/or who have successfully completed probation/parole. You are required to disclose criminal conviction(s) as required in the County of Los Angeles Candidate Conviction History Questionnaire. If you fail to disclose criminal convictions, you will be denied employment, or if hired, you will be subject to discharge regardless of the time elapsed before discovery and regardless of your work performance. A discharge for falsification or omission of criminal conviction(s) will preclude future consideration of DPSS employment and may be regarded unfavorably by other potential public/private employers. The County of Los Angeles Civil Service Rules lists dismissal and resignation in lieu of discharge as reasons for rejection of an applicant.

Because legal terms by which criminal acts are described differ among jurisdictions, the following is not a complete list of all criminal convictions that the Department will consider in evaluating suitability of employment.

I. ACCEPTABLE TO HIRE

- Disturbing the Peace
- Drunk Driving (Acceptable with a Valid Driver License)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana
- Reckless Driving (Acceptable with a Valid Driver License)
- Trespassing

II. ACCEPTABLE TO HIRE AFTER STIPULATED TIME FROM THE SUCCESSFUL COMPLETION OF PROBATION OR PAROLE (Include similar convictions and "Attempt," "Accessory" and "Conspiracy" to commit any of the crimes listed below.)

- | | |
|---|------------|
| • Assault and Battery..... | One year |
| • Malicious Mischief..... | One year |
| • Prostitution..... | One year |
| • Petty Theft..... | Five years |
| • Theft..... | Five years |
| • Shoplifting..... | Five years |
| • Manslaughter..... | Five years |
| • Possession of Narcotics and/or Dangerous Drugs..... | Five years |

III. DETERMINATION AFTER INVESTIGATION

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

I. NOT ACCEPTABLE TO HIRE (Include similar convictions and "Attempt," "Accessory" and "Conspiracy" to commit any of the crimes listed below.)

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Records
- Forgery
- Grand Theft
- Mass Murder
- Rape, Including Sexual Battery
- Robbery
- Sale of Narcotics and/or Dangerous Drugs (includes Intent to Sell)
- Welfare Fraud

I have reviewed and read this Criminal Convictions Information Notice in conjunction the County of Los Angeles Candidate Conviction History Questionnaire.

I understand that except for those convictions described on Page 1 of the County of Los Angeles Candidate Conviction History Questionnaire, I am to report fully and truthfully conviction(s) of any crime by any court, including a military court, on the said questionnaire.

I understand that any omission or false statement of material fact used to secure employment shall be grounds for rejection of my application or discharge if I am employed regardless of the time elapsed before discovery and regardless of my work performance.

I understand that processing my fingerprints for a check against criminal records is part of my background check and that my continued employment is contingent upon the results of my background check.

Signature

Date

Witnessed by: _____
(Signature and Title)

Date

FILING INSTRUCTIONS:

*Original: Central Personnel Folder Copy:
Employee or Candidate*

PA 1108A (Rev.7/14)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED
COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --Lower Tier Covered Transaction (45 C.F.R. Part 76),” as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

Proposer acknowledges that a participant may decide the methods and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

- 7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 8. Expert for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 9. Where Proposer and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

Dated: _____

Signature of Authorized Representative

Title of Authorized Representative

Printed Name of Authorized Representative

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date: _____

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

SAMPLE EMPLOYMENT AND TRAINING PARTICIPANT LIST

<p>Check (✓)</p>	<p>JUSTIFICATION FOR SOLE SOURCE CONTRACTS <i>Identify applicable justification and provide documentation for each checked item.</i></p>
	<ul style="list-style-type: none"> ➤ Only one bona fide source for the service exists; performance and price competition are not available.
	<ul style="list-style-type: none"> ➤ Quick action is required (emergency situation).
	<ul style="list-style-type: none"> ➤ Proposals have been solicited but no satisfactory proposals were received.
	<ul style="list-style-type: none"> ➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	<ul style="list-style-type: none"> ➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	<ul style="list-style-type: none"> ➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	<ul style="list-style-type: none"> ➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
<p>✓</p>	<p>Other reason. Please explain:</p> <p>This contract was procured in accordance with California Department of Social Services regulations (Section 23-650.1.14), which allows for procurement by negotiation with public education agencies.</p>
<p>_____</p> <p>Chief Executive Office Date</p>	