

County of Los Angeles  
**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

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June 20, 2006

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

Dear Supervisors:

**RECOMMENDATION TO AWARD SIX GENERAL RELIEF  
OPPORTUNITIES FOR WORK (GROW) ORIENTATION,  
RAPID EMPLOYMENT AND PROMOTION, AND JOB SKILLS PREPARATION  
CLASS SERVICES (JOB SERVICES) CONTRACTS  
(ALL DISTRICTS - 3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Delegate authority to the Director of the Department of Public Social Services (DPSS) to prepare and execute contracts, in substantially similar form as the enclosed, with six agencies for the 15 GROW sites and the cost amounts listed on Enclosure A for GROW Orientation and Job Services. The contracts are to be effective July 1, 2006 through June 30, 2009, at an estimated cost of \$21,034,512 which includes a \$90,000 maximum bonus compensation amount where applicable, per agency for the term of the contract. This estimated cost will be partially offset by federal funds allocated for the Food Stamp Employment and Training (FSET) program.
2. Delegate authority to the Director of DPSS, to prepare and sign amendments to each contract that result in any decrease, or any increase of no more than 10 percent of the original contract amounts when the change is necessitated by additional and necessary services that are required in order to comply with changes in federal, State or County requirements. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendments.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended action will allow DPSS to continue vital Orientation and Job Services, including Rapid Employment and Promotion Activity (Rapid Employment), and Job Skills Preparation Class (JSPC) services, to the County's GROW Program participants. The GROW program offers Job Services to employable General Relief participants and is designed to help them obtain jobs and achieve self-sufficiency. The current contracts expire June 30, 2006.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan: Goal #5: Improve the well-being of children and families in Los Angeles County, Strategy #2: Enhance the ability of families to achieve self-sufficiency and economic well-being.

## **FISCAL IMPACT/FINANCING**

The total cost of the six GROW Orientation and Job Services contracts for the three-year period is \$21,034,512 which includes a \$90,000 maximum bonus compensation amount per agency where applicable for the term of the contract. The cost of the six contracts is partially offset by federal funds allocated for the FSET Program. DPSS estimates that the total three-year cost will be offset by FSET revenue and the remaining is funded with net County cost. Net County cost is estimated at \$3,534,499 annually and \$10,603,497 for the three years. Funding is included in the Department's FY 2006-07 adopted budget. Future years' costs will be included in the Department's annual budget requests FY 2007-2009.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The current contracts for these services expire June 30, 2006. The recommended contracts are for three years with a fixed monthly fee. The contracts do not include a Cost of Living Adjustment provision. The contracts with LACOE and Los Angeles Unified School District (LAUSD) include provisions to adjust payments based on actual expenses incurred. The recommended agencies and the recommended contract maximums are listed in Enclosure B.

Since all six of the recommended contracts require the development and utilization of resources, training and logistical support which are not routinely performed by County staff, they continue to be non-Prop A services.

The recommended contracts have been approved as to form by the CAO and County Counsel.

### **CONTRACTING PROCESS**

DPSS released a Request for Proposals (RFP) on February 7, 2006 seeking proposals to provide Orientation and Job Services at 15 GROW sites throughout the County of Los Angeles. Proposals were solicited from the current GROW contractors and approximately 800 organizations and individuals on the DPSS bidders list. A notice of the RFP was published in 11 local and regional newspapers of general circulation. The RFP was posted on the County's Bid webpage as well as on the DPSS website.

Proposers were required to submit a proposal for each GROW site they proposed to serve. Fourteen of the 15 GROW sites received at least one proposal. No proposals were submitted to serve the Pomona GROW site. California Department of Social Services regulations permit contracting by negotiation with other public education institutions such as LAUSD or LACOE.

DPSS negotiated with LAUSD to provide services at the Pomona site. LAUSD was selected because LAUSD has the higher job placement rate under the current contract, has had no negative findings for the two most recent monitoring periods, submitted lower cost bids for other GROW sites, and is being recommended for the San Gabriel Valley GROW site, which is the closest site to Pomona.

### **CONTRACT PERFORMANCE**

The monitoring of the current contracts is performed on a quarterly basis. The last monitoring of the GROW sites for the period of October 1, 2005 through December 31, 2005 was completed in April 2006 and the monitoring report was issued in May 2006. A total of \$7,650 in bonus payments was issued to four agencies for exceeding 25 percent of the job placement rate for the quarter period and no fiscal deductions were issued. Overall the current contractors were in compliance with the contract requirements.

DPSS verifies contract performance by utilizing participant interviews, on-site visits and classroom observations, participant case reviews, and voluntary participant satisfaction survey results.

For the recommended contracts, the expected performance outcome is to prepare Los Angeles County employable GR participants to seek and obtain full-time unsubsidized employment. The full-time job placement rate of eight percent of the total participants who start Rapid Employment and JSPC is used as the standard measurable outcome. Where applicable, a Bonus Payment of \$200 for each full-time placement above 15 percent of the total participants who start Rapid Employment or JSPC is offered. A deduction of up to three percent of the monthly fixed fee may be used when the expected job placement rate is not met quarterly.

**IMPACT ON CURRENT SERVICES**

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

Respectfully submitted,



Bryce Yokomizo  
Director

BY:dok

Enclosures

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

**RECOMMENDED GROW ORIENTATION AND JSPC SERVICES CONTRACT AWARDS BY AGENCY**

<b>Agency</b>	<b>DPSS GROW Sites</b>	<b>Total Annual Cost</b>	<b>Three Year Contract Max. (NO Bonus)</b>	<b>Total Bonus Provision Allowance</b>	<b>Three Year Contract Max. (with Bonus)</b>
Chicana Service Action Center	Metro East, Metro King	\$684,696	\$2,054,088	(\$30,000 x 3) \$90,000	\$2,144,088
Jewish Vocational Services	Lancaster, Rancho Park	\$711,264	\$2,133,792	\$90,000	\$2,223,792
Los Angeles County Office of Education	South Special, South Central, Southwest Special	\$2,687,892	\$8,063,676	\$90,000	\$8,153,676
Los Angeles Unified School District	Glendale, Metro Special, Pasadena, San Gabriel Valley, San Fernando Valley and Pomona	1,949,352	\$5,848,056	\$90,000	\$5,938,056
Managed Career Solutions, Inc.	Wilshire Special	\$276,276	\$828,828	\$90,000	\$918,828
Weingart Association Center	Civic Center	\$522,024	\$1,566,072	\$90,000	\$1,656,072
<b>Total</b>		<b>\$6,831,504</b>	<b>\$20,494,512</b>	<b>\$540,000</b>	<b>\$21,034,512</b>

**DEPARTMENT OF  
PUBLIC SOCIAL SERVICES**



**CONTRACT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTOR  
FOR  
GENERAL RELIEF OPPORTUNITIES FOR WORK  
ORIENTATION, RAPID EMPLOYMENT AND PROMOTION,  
AND JOB SKILLS PREPARATION CLASS SERVICES**

Prepared by  
Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South  
City of Industry, California 91746-3411

June 20, 2006

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CONTRACTOR  
FOR  
GENERAL RELIEF OPPORTUNITY FOR WORK  
ORIENTATION, RAPID EMPLOYMENT AND PROMOTION,  
AND JOB SKILLS PREPARATION CLASS SERVICES**

This Contract and Attachments are made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006 by and between the County of Los Angeles, hereinafter referred to as COUNTY and \_\_\_\_\_, hereinafter referred to as CONTRACTOR. CONTRACTOR is located at \_\_\_\_\_.

**RECITALS**

WHEREAS, Section 17000.6(f) of the Welfare and Institutions Code permits counties to continue the General Relief Mandate relief grant level if they provide a mandatory Welfare-to-Work program equivalent to that provided to CalWORKs recipients; and

WHEREAS, on December 15, 1998 Board of Supervisors requested the Department of Public Social Services (DPSS) to implement Section 17000.6(f) of the Welfare and Institutions Code in Los Angeles County; and

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

WHEREAS, CONTRACTOR desires to provide the General Relief Opportunities for Work (GROW) Program and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide the required GROW services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto agree as follows:

## **1.0 APPLICABLE DOCUMENTS**

Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, and Q 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 product between the Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority:

- 1.1 ATTACHMENT A - Statement of Work and Technical Exhibits
- 1.2 ATTACHMENT B - CONTRACTOR's Budget, Budget Narrative, Employee Benefits Worksheet and Personnel Schedule
- 1.3 ATTACHMENT C - Certification of No Conflict of Interest
- 1.4 ATTACHMENT D - Familiarity of County Lobbyist Ordinance Certification
- 1.4 ATTACHMENT E - CONTRACTOR's EEO Certification
- 1.5 ATTACHMENT F - CONTRACTOR's Nondiscrimination in Services Certification
- 1.6 ATTACHMENT G - Assurance of Compliance of Civil Rights Resolution Agreement with Los Angeles County DPSS
- 1.7 ATTACHMENT H - Attestation of Willingness to Consider GAIN/GROW Participants
- 1.8 ATTACHMENT I - CONTRACTOR Employee Acknowledgement & Confidentiality Agreement
- 1.9 ATTACHMENT J - CONTRACTOR Employee Jury Service Program Certification Form & Application for Exception
- 1.10 ATTACHMENT K - Certification Re: Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transaction (45 C.F.R. part 76)
- 1.11 ATTACHMENT L - IRS Notice 1015 – Earned Income Tax Credit
- 1.12 ATTACHMENT M - Safely Surrendered Baby Law Fact Sheet
- 1.13 ATTACHMENT N - Charitable Contributions Certificate
- 1.14 ATTACHMENT O - Administration of Contract - COUNTY

1.15 ATTACHMENT P - Administration of Contract – CONTRACTOR

1.16 ATTACHMENT Q - Civil Rights Complaint – CONTRACTOR Form  
and Flowchart

This Contract, including Attachments hereto, constitute 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 Section 8, Terms and Conditions, Sub-paragraph 8.7 – Changes and Amendments of Terms, 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.

**ACCEPTABLE QUALITY LEVEL (AQL):** A measure to express the allowable leeway or variance from a standard before COUNTY will reject a specific service. An AQL does not imply that CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

**BUDGET:** The document that details the CONTRACTOR's costs for providing services and is included in the Contract. Included in the Budget are 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 to Contract Services** - The total cost of Direct and Indirect Costs.

**BOARD OF SUPERVISORS:** The Board of Supervisors of the County of Los Angeles.

**CONTRACT:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work.

**CONTRACT DISCREPANCY REPORT (CDR):** A report used by the Quality Assurance Evaluator to record Contract information regarding discrepancies or problems with CONTRACTOR's performance. If CONTRACTOR's performance is determined to be unsatisfactory, the CCA is required to forward the CDR to CONTRACTOR for his response.

**CONTRACT MANAGEMENT DIVISION:** The Department of Public Social Services' Division responsible for the Contract.

**COUNTY CONTRACT ADMINISTRATOR (CCA):** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by CONTRACTOR.

**CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Statement of Work.

**CONTRACTOR PROJECT MANAGER:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.

**DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS):** The COUNTY department responsible for providing social and financial services to eligible persons.

**DIRECTOR:** The Director of DPSS, County of Los Angeles, or authorized representative.

**FISCAL YEAR (FY):** A Fiscal Year commences on July 1 and ends the following June 30.

**GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM:** An employment services program with the goal of preparing Los Angeles County employable General Relief (GR) recipients to seek and obtain full-time unsubsidized employment.

**GROW PARTICIPANTS:** GR participants who are offered a wide range of services designed to help them transition from welfare dependence to employment. GR participants are screened individuals who are ready for employment and are willing to accept entry level positions which will give them work experience and the opportunity for advancement.

**PERFORMANCE INDICATORS:** Characteristics which can be identified objectively to establish the performance of activities and services to the required standards.

**PERFORMANCE MEASURES:** May be either an Outcome Measure or an Output Measure, or a combination of both. Note: All Performance Measures are Performance Requirements, but not all Performance Requirements are Performance Measures.

**PERFORMANCE REQUIREMENTS SUMMARY:** Identifies the key performance indicators of the contract that will be evaluated by COUNTY to assure Contract performance standards are met by CONTRACTOR.

**QUALITY ASSURANCE:** Those actions taken by COUNTY to check goods or services listed on the Performance Requirements Summary (PRS) to determine that they meet the requirements of the Statement of Work.

**QUALITY CONTROL PROGRAM:** Those actions taken by CONTRACTOR to ensure that delivery of service is in conformance with the requirements of the Statement of Work.

**RANDOM SAMPLE:** A sampling method where each service output in a lot has an equal chance of being selected. This method may be used to numerically test the quality of services offered by CONTRACTOR in performance of the Contract conditions.

**STANDARD:** The acceptable level of performance set by the COUNTY for performing a service or activity.

**USER COMPLAINT REPORT:** The report used by COUNTY to record Contract information and discrepancies or problems with CONTRACTOR performance. CONTRACTOR shall respond to each User Complaint.

**WORK DAYS:** For the purposes of this Contract, work days shall be defined as Monday through Friday.

### **3.0 SCOPE OF WORK**

CONTRACTOR shall provide General Relief Opportunity for Work (GROW) Services as specified in Attachment A, Statement of Work.

### **4.0 TERM OF CONTRACT**

4.1 The Contract term shall be for three years commencing July 1, 2006 or the day after the Los Angeles County Board of Supervisors' award whichever is later, unless sooner terminated in whole or in part as provided in this Contract.

4.2 CONTRACTOR shall notify DPSS when this Contract is within six (6) months from the expiration date of June 30, 2009 as provided for hereinabove. CONTRACTOR shall notify DPSS in writing and shall send this written notification to the DPSS address provided herein.

### **5.0 CONTRACT PAYMENT**

#### **5.1 Maximum Contract Amount:**

5.1.1 The maximum contract amount is \$\_\_\_\_\_ which covers \$\_\_\_\_\_ for direct GROW services and \$90,000 for the maximum bonus compensation amount for the thirty-six (36) month term of this Contract. The maximum annual basic compensation amount is \$\_\_\_\_\_ for direct GROW services for each of the three Contract years and does not include the bonus payment (See chart below).

Contractor Name	Maximum Annual Basic Compensation Amount Without Bonus	Maximum Basic Compensation Amount for Direct GROW Svs. for Contract Term Without Bonus	Maximum Contract Amt. for 36-yr. Contract Term With Bonus
Chicana Action Service Center	\$684,696	\$2,054,088	\$2,144,088
Jewish Vocational Services	\$711,264	\$2,133,792	\$2,223,792
Los Angeles County Office of Education	\$2,687,892	\$8,063,676	\$8,153,676
Los Angeles Unified School District	\$1,949,352	\$5,848,056	\$5,938,056
Managed Career Solutions, Inc.	\$276,276	\$828,828	\$918,828
Weingart Association Center	\$522,024	\$1,566,072	\$1,656,072

**5.1.2 Contract expenditures that exceed the maximum amount shall not be reimbursed by COUNTY and shall become the fiscal responsibility of CONTRACTOR.**

**5.1.3** For purposes of Compensation Record Keeping, CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent of the maximum Contract amount under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the Department of Public Social Services at the address provided herein, under sub-paragraph 8.41.5.

**5.2 No Payment for Services Provided Following Expiration/Termination of Contract**

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration of this Contract. Should CONTRACTOR receive 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 CONTRACTOR. This provision shall survive the expiration or termination of this Contract.

**5.3 Basic Compensation:**

**5.3.1** The fixed basic monthly compensation amounts for Orientation, Rapid Employment and Promotion Activity (REP), and Job Skills Preparation Class (JSPC) services are as follows:

Contractor Name	GROW Site	GROW Services			Monthly Total
		OAP	JSPC	REP	
Chicana Action Service Center	Metro East Metro King	\$ 8,988 \$ 6,659	\$23,960 \$13,434	\$ 3,092 \$ 925	\$36,040 \$21,018
Jewish Vocational Services	Lancaster Rancho Park	\$ 7,720 \$ 8,395	\$10,279 \$11,224	\$10,346 \$11,308	\$28,345 \$30,927
Los Angeles County Office of Education	S. Central	\$11,131	\$24,457	\$13,592	\$49,180
	S. Special	\$13,009	\$55,019	\$18,379	\$86,407
	S.W. Special	\$13,009	\$58,499	\$16,896	\$88,404
Los Angeles Unified School District	Glendale	\$ 5,207	\$ 7,842	\$ 3,494	\$16,543
	Metro Special	\$19,759	\$31,999	\$ 9,881	\$61,639
	Pasadena	\$ 7,278	\$ 9,911	\$ 3,314	\$20,503
	San Fernando	\$ 7,445	\$ 7,591	\$ 3,368	\$18,404
	San Gabriel	\$ 9,460	\$14,726	\$ 6,510	\$30,696
	Pomona	\$ 4,454	\$ 7,089	\$ 3,118	\$14,661
Managed Career Solutions, Inc.	Wilshire Special	\$ 5,980	\$ 8,002	\$ 9,041	\$23,023
Weingart Association Ctr.	Civic Center	\$ 7,313	\$32,115	\$ 4,074	\$43,502



**5.3.2 Payments for Orientation, REP, and JSPC Services will be made monthly in arrears provided that CONTRACTOR is not in default under any provisions of the Contract and has submitted a complete and accurate invoice, with documentation attached, supporting the invoice.**

**5.4 Job Placement Bonus Provision**

**5.4.1 CONTRACTORS shall be eligible for a bonus payment for full-time job placements above the 8 percent performance standard as follows:**

\$200 – bonus for each full-time placement above 15 percent of the total placements

A Bonus Payment Invoice, Technical Exhibit 6, is included for your use to submit a claim for the bonuses. Documentation for all placements must accompany the claims which includes, but is not limited to, the name and LEADER number of the participants and verification of full-time employment.

**5.4.2 Full-time job employment is defined as being employed thirty-two (32) hours or more per week in a job expected to last more than thirty (30) days. A placement count shall be credited to full-time employment placed within 45 days of JSPC start date or by the last day of REP.**

NOTE: The combining of part-time employments will not be allowed to make-up a full-time employment.

**5.4.3 In the event any participant for whom the bonus payment was received, becomes unemployed and is approved for General Relief aid in less than thirty (30) days from his/her employment start date, a fiscal deduction of \$50 against the CONTRACTOR shall be assessed for each such participant.**

**5.4.4 Bonus Funds for Contracts with Governmental Agencies (e.g., school districts, etc.)**

The bonus funds shall be used to expand or enhance GROW services in accordance with preauthorization as follows:

5.4.4.1 CONTRACTOR shall submit quarterly reconciliation invoices representing actual costs. The COUNTY shall reconcile the monthly compensations to the quarterly reconciliation invoices as outlined under Section 5.5.

5.4.4.2 CONTRACTOR is eligible to earn the incentive payment and special bonus payment in the form of credit. The payment will only be paid for special projects or program enhancements that are consistent with the scope of this Contract, under the following conditions:

- a. CONTRACTOR must provide a short, written special purpose expenditure proposal to submit for COUNTY approval.
- b. CONTRACTOR must receive prior COUNTY approval of the special project or program enhancements for which funds are requested.
- c. Payment for the special project or program enhancement shall not exceed the amount earned as credit.

**NOTE:** In the event any participant for whom the bonus payment was received, becomes unemployed and is approved for General Relief aid in less than thirty (30) days from his/her employment start date, a fiscal deduction of \$50 against the CONTRACTOR shall be assessed for each such participant.

## **5.5 Job Placement Performance Fiscal Deductions for Liquidated Damages**

**5.5.1** CONTRACTOR is expected to maintain an acceptable Job Placement Rate Standard of at least eight percent. For Job Skills Preparation Class (JSPC) session, CONTRACTOR's "placement window" shall begin on the GROW participants' first day in JSPC and end forty-five (45) days after the start date of JSPC. For Rapid Employment and Promotion session, CONTRACTOR's "placement window" shall begin on the GROW participants' first day in REP and end the last day of REP.

**5.5.2** Commencing with the second month of the Contract, the CONTRACTOR's performance will be monitored no less than quarterly, but as frequently as monthly, and the CONTRACTOR may be assessed a fiscal deduction for failure to meet the required job placement rate.

**5.5.3** If the CONTRACTOR's Job Placement Rate for full-time employment falls below eight percent in a given month a fiscal deduction of up to three percent of the CONTRACTOR's monthly fee for JSPC may be assessed.

**5.5.4** CONTRACTOR may count two part-time employment of GROW participants receiving services by CONTRACTOR in the month as equivalent to a full-time employment placement only to meet the Job Placement Rate Standard in Section 5.5.1 and avoid a fiscal deduction.

NOTE: Part-time employment is defined as being employed twenty (20) hours or more per week in a job expected to last more than thirty (30) days.

**5.5.5** If the CONTRACTOR receives a Job Placement Bonus payment, CONTRACTOR is subject to have a fiscal deduction of \$50 per participant for reasons cited in Section 5.4.3 above.

## **5.6 Payment Processing**

**5.6.1** CONTRACTOR shall prepare and submit, on a monthly basis, an invoice for Orientation, REP, and JSPC services, Technical Exhibit 5, Sample Monthly Invoice, in an original and one copy to the County Contract Administrator (CCA). Invoices are to be submitted within fifteen (15) calendar days after the end of the month in which services were provided or payment may be delayed. Each invoice shall be supported by attendance logs and any other back-up documentation to validate the invoice amount. The documentation for Orientation, REP, and JSPC services shall include, but not be limited to, the following:

Monthly Management Report

**5.6.2 EXCEPTION: For the month of June, CONTRACTOR shall submit two (2) separate invoices.** The first invoice covering services rendered for the first half of June (June 1 through 15) is due within five (5) calendar days after June 15<sup>th</sup>. The second invoice covering services rendered for the second half of June (June 16 through 30) is due within five (5) calendar days after June 30<sup>th</sup>.

**5.6.3** COUNTY will review and authorize payment of an accurate invoice as soon as possible after receipt of the CONTRACTOR's billing. COUNTY will make a reasonable effort to effect payment to the CONTRACTOR within thirty (30) calendar days from receipt of an invoice which is accurate as to form and content.

CONTRACTOR shall invoice and the COUNTY shall authorize payment only for GROW Services completed during the invoice month. For invoicing purposes, the CONTRACTOR shall clearly identify each GROW services as "Orientation", "REP", and "JSPC Services" on the invoice.

**5.6.4** COUNTY may delay the last payment due hereunder up to six (6) months after the termination of the Contract. CONTRACTOR shall be liable for payment on thirty (30) calendar days written notice of any offset authorized by the COUNTY, not deducted from any payment made by the COUNTY to the CONTRACTOR.

**5.6.5** Prior to receiving final payment hereunder, 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.

**5.6.6 Reconciling Adjustments to the Monthly Payment**

Reconciling adjustments will be handled in accordance to the provisions as stated below.

5.6.6.1 Payment to CONTRACTOR may be subject to deduction for partial performance cited in Section 5.4.4.2 and Section 5.5.5.

5.6.6.2 Payment to non-governmental agencies, CONTRACTOR may be subject to deduction for unverified job placements.

5.6.6.3 In no event shall COUNTY's maximum obligation under this Contract exceed the maximum contract amount or the funds appropriated by COUNTY for the purpose of this Contract for each Fiscal Year of the Contract.

**5.6.7 Job Placements**

5.6.7.1 Job Placement Monitoring

COUNTY will reconcile each CONTRACTOR's job placements to its JSPC job session attendance records and against COUNTY data each month. Such monthly reconciliations shall ensure the accuracy of bonus payments or fiscal deductions, if any.

For Governmental Agencies, the following Section 5.7 will replace Sections 5.6.6 and 5.6.7.

## **5.7 Quarterly Reconciliation**

### **5.7.1 Reconciliation Invoices**

- 5.7.1.1 COUNTY shall reconcile CONTRACTOR's monthly invoice quarterly. CONTRACTOR shall submit an original Reconciliation Invoice, Technical Exhibit 5, Sample Reconciliation Invoice, to the County Contract Administrator within thirty (30) calendar days following the end of each quarterly reconciliation period. The Reconciliation Invoice shall detail actual cost expenditures of the CONTRACTOR for the prior Contract quarter. The first Reconciliation Invoice of this Contract shall cover the first three-month period of direct services to GROW participants.
- 5.7.1.2 CONTRACTOR shall include with the Reconciliation Invoice the detailed line item support documentation to validate the Reconciliation Invoices amounts, in accordance with Attachment B, CONTRACTOR's Budget, which includes but is not limited to the following:
- a. Administrative costs and support services costs, separately identified for each service type, i.e., Orientation and JSPC.
  - b. Personnel expenditures for each service type itemized by pay classification, e.g., certificated salaries, classified salaries, etc.
  - c. Contract expenditures not listed above shall be listed separately, e.g., fringe benefits, supplies, equipment, and any other information found necessary by CONTRACTOR or COUNTY.
  - d. Any prorated cost(s) pursuant to above shall be clearly identified on the Reconciliation Invoice.
- 5.7.1.3 CONTRACTOR shall provide detail for underpayments and/or overpayments claimed on the Reconciliation Invoice.

## **5.7.2 Reconciling Adjustments to the Monthly Payment**

COUNTY shall adjust the following month's invoice payments to correct any discrepancies if the monthly payments differ from actual cost expenditures reported. Reconciling adjustments will be handled in accordance to the provisions as stated below.

- 5.7.2.1 If the quarterly reconciliation finds that COUNTY's dollar liability was more than payments made by the COUNTY to CONTRACTOR, or that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then COUNTY shall either credit or deduct the difference against the following month's payments hereunder to CONTRACTOR.
- 5.7.2.2 Payment to CONTRACTOR may be subject to deduction for unverified budget expenditures or job placements.
- 5.7.2.3 Payment to CONTRACTOR may be subject to deduction for liquidated damages, as defined in 8.0, Terms and Conditions, Section 8.38 Liquidated Damages, including deductions for partial performance cited in Section 5.4.4.2 and Section 5.5.5.
- 5.7.2.4 COUNTY has the discretion of not making payments for months subsequent to the month in which a Reconciliation Invoice is due, until the reconciliation has been received and processed by COUNTY.
- 5.7.2.5 In no event shall COUNTY's maximum obligation under this Contract exceed the maximum contract amount or the funds appropriated by COUNTY for the purpose of this Contract for each fiscal year of the Contract.

## **5.7.3 Job Placements Monitoring**

COUNTY will reconcile monthly each CONTRACTOR's job placements to its job sessions and against COUNTY data to ensure that fiscal deductions are not warranted and before a bonus payment is authorized.

## **6.0 ADMINISTRATION OF CONTRACT -- COUNTY**

COUNTY Personnel referenced in this section are designated in Attachment O, COUNTY's Administration. The COUNTY shall notify the CONTRACTOR in writing of any changes in the names or addresses shown.

### **6.1 Key COUNTY Personnel**

#### **6.1.1 COUNTY Contract Administrator (CCA)**

COUNTY will designate one person who will act as the CCA on all matters pertaining to this Contract. Specifically, the CCA or alternate shall:

- 6.1.1.1 Provide direction to CONTRACTOR in areas relating to policy, procedural requirements, service performance requirements, and information pertaining to the Contract.
- 6.1.1.2 Monitor the CONTRACTOR's service performance in daily operations of this Contract.
- 6.1.1.3 Negotiate with CONTRACTOR on changes in service requirements pursuant to the Contract, Section 8.0, Terms and Conditions, Subparagraph 8.7, Changes and Amendments of Terms.
- 6.1.1.4 Not be authorized to make any changes in the Standard Terms and Conditions of this Contract and is not authorized to obligate the COUNTY in any way.
- 6.1.1.5 Inform the CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.

## **7.0 ADMINISTRATION OF CONTRACT -- CONTRACTOR**

All CONTRACTOR Personnel referenced in this section are designated in Attachment P, CONTRACTOR's Administration. The CONTRACTOR shall notify COUNTY in writing of any changes in the names or addresses shown.

### **7.1 CONTRACTOR Personnel**

#### **7.1.1 Contract Manager**

CONTRACTOR shall provide a Contract Manager, who shall be responsible for the overall management and coordination of the Contract and act as liaison with COUNTY. The Contract Manager and a designated alternate shall be identified in writing prior to the Contract award and at anytime thereafter a change in the Contract Manager or alternate is made.

Specifically, the Contract Manager and alternate shall:

- 7.1.1.1 Have a minimum of three (3) years experience in providing employment and training services equivalent or similar to those services identified in this Statement of Work **OR** a Bachelor's Degree from an accredited college.
- 7.1.1.2 Have passed a background check.
- 7.1.1.3 Have full authority to act for the CONTRACTOR on all Contract matters relating to the daily operations of this Contract.
- 7.1.1.4 Be responsible for planning, coordinating and implementing service delivery systems for the GROW Program and the overall management of the Contract.
- 7.1.1.5 Be available Monday through Friday, between 8:00 a.m. and 5:00 p.m., except on COUNTY holidays.
- 7.1.1.6 Be able to read, write, speak, and understand English.

#### **7.2.2 Other CONTRACTOR Staff**

- 7.2.2.1 CONTRACTOR shall provide supervisory, administrative and direct services personnel to accomplish the services required under this Contract.



7.2.2.2 CONTRACTOR shall ensure all CONTRACTOR personnel performing Contract services herein shall be considered CONTRACTOR employees/workers at all times.

NOTE: CONTRACTOR shall have the sole right and discretion to hire, discipline, suspend or discharge personnel. However, any CONTRACTOR employee/worker, at the sole discretion of DPSS, may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. COUNTY will confirm any oral requests in writing.

7.2.2.3 CONTRACTOR shall ensure that all CONTRACTOR personnel providing Contract services have:

- a. An Associates of Arts (AA) Degree from an accredited college combined with at least one year work experience in providing employment and training services **OR** high school graduate combined with at least two years work experience in providing employment and training services.
- b. Certification for each bilingual staff.
- c. Passed a background check.
- d. Training to identify and assist GROW participants in coping with and overcoming specific barriers to employment.
- e. Motivational Program Training.

7.2.2.4 CONTRACTOR shall ensure that all JSPC staff are trained in curriculum developed by Los Angeles County Office of Education (LACOE) by Contract start date, and for future newly hired employees prior to performing direct JSPC services.

## **8.0 TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT**

- A. CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either 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 COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.
- B. 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), corporations, 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 prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- C. Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, 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 without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of the 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.

### **8.2 AUDIT SETTLEMENT**

If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by COUNTY to the CONTRACTOR, then CONTRACTOR agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the CONTRACTOR to COUNTY by cash payment, or 2) at the COUNTY's

option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the maximum contract amount or the funds appropriated by COUNTY for the purpose of this Contract.

### **8.3 AUTHORIZATION WARRANTY**

The CONTRACTOR represents and warrants that its signatory to the Contract is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Contract have been accomplished.

### **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 correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of the Contract (including any extensions), and the services to be provided by CONTRACTOR under the Contract shall be reduced correspondingly. COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in this Contract.

### **8.5 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.

#### **8.6 CHANGES OF ADDRESS**

Either party can designate a new address by giving written notice to the other party.

#### **8.7 CHANGES AND AMENDMENTS OF TERMS**

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

**8.7.1** For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Notice* shall be prepared and signed by the COUNTY Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.

**8.7.2** For any revision, which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR except as provided in Section 8.7.3 herein below.

**8.7.3** The Department of Public Social Services (DPSS) Director may prepare and sign amendments to the Contract without further action by the Board of Supervisors under the following conditions:

8.7.3.1 Amendments shall be in compliance with applicable federal, State and County regulations.

8.7.3.2 The Amendment is for a decrease in the Contract costs.

8.7.3.3 The Board of Supervisors has appropriated sufficient funds in the DPSS budget.

8.7.3.4 The Amendment is for an increase of no more than ten percent of the original Contract amounts, and is necessitated by additional and necessary services that are required for the CONTRACTOR to comply with changes in federal, State or County requirements.

- 8.7.3.5 DPSS shall obtain the approval of County Counsel or his designee for an amendment to this Contract.
- 8.7.3.6 Director will file a copy of all amendments with the Executive Office of the Board of Supervisors and Chief Administrative Office within fifteen (15) days after execution of each amendment.

## **8.8 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.

## **8.9 COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal 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*; the *Americans with Disabilities Act of 1990*; WIC Section 10000; California Department of Social Services *Manual of Policies and Procedures, Division 21*; and other applicable federal and State laws, rules and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement, CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. The CONTRACTOR shall sign and adhere to Attachment E, CONTRACTOR's EEO Certification and Attachment F, CONTRACTOR's Nondiscrimination in Services Certification.

In addition, a Resolution Agreement between DPSS and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall sign and comply with the terms of the Assurance of Civil Rights Compliance Resolution Agreement as set forth in Attachment G, and as directed by DPSS.

#### **8.10 COLLECTIVE BARGAINING AGREEMENT**

To comply with California Department of Social Services Regulations, Section 23-610 (d) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining contract covering employees providing services under the Contract.

#### **8.11 COMPLAINTS**

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after Contract effective date, the CONTRACTOR shall provide COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

**8.11.1** The CCA will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

**8.11.2** If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

**8.11.3** 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.

**8.11.4** CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.

**8.11.5** 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.

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

## **8.12 COMPLETION OF CONTRACT**

Sixty (60) calendar days prior to expiration of this Contract (or shorter time period as determined by COUNTY), CONTRACTOR shall allow COUNTY or newly selected CONTRACTOR a transition period for orientation purposes and the orderly transition of CONTRACTOR's current operation without additional costs to COUNTY. CONTRACTOR shall continue to process work timely/accurately so that the operation is current at expiration of Contract. If CONTRACTOR fails to adhere to the above work and standards, the COUNTY shall have the right to withhold 50 percent to 100 percent of the last two (2) months' payments as liquidated damages.

## **8.13 COMPLIANCE WITH LAWS**

**8.13.1** CONTRACTOR agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act
5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 1368)
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}

**8.13.2** CONTRACTOR shall maintain all licenses required to perform the Contract.

**8.13.3** CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses and permits, including, but limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

**8.14 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT**

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

**8.15 CONFIDENTIALITY**

The CONTRACTOR shall maintain the confidentiality of all records obtained from GROW participants and/or the COUNTY under the Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract. The CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to Attachment I, "Contractor Employee Acknowledgment and Confidentiality Agreement." CONTRACTOR shall also abide by provision regarding the shredding of confidential documents as referenced in Section 8.50 of this Contract.

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services (DPSS) so designated without written authorization from DPSS.



## **8.16 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.16.1 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 Attachment J and incorporated by reference into and made a part of this Contract.

### **8.16.2 Written Employee Jury Service Policy**

8.16.2.1 Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), 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 Employee's regular pay the fees received for jury service.

8.16.2.2 For purposes of this Subparagraph, "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 COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of 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.

- 8.16.2.3 If CONTRACTOR uses any subcontractor to perform services for COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the subcontract.
- 8.16.2.4 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.
- 8.16.2.5 CONTRACTOR's violation of this Subparagraph 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 CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

## **8.17 CONFLICT OF INTEREST**

- 8.17.1** 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.

**8.17.2** 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 sub-paragraph shall be a material breach of Contract.

**8.18 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF**

Should the CONTRACTOR require additional or replacement personnel after the effective date of the 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.

**8.19 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

**8.19.1** 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 Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities 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.

**NOTE:** In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

**8.19.2** CONTRACTOR shall complete and sign Attachment H, Attestation of Willingness to Consider GAIN/GROW Participants.

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

**8.20.1** The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from 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.

**8.20.2** 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, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain 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 CSSD 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).

**8.21 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. 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 as set forth in Attachment M of this Contract, in a prominent position at the CONTRACTOR'S place of business. DPSS will supply the CONTRACTOR with the poster to be used.

**8.22 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment L of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

## **8.23 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustee 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 certification, Attachment N, Charitable Contribution Certificate, the COUNTY seeks to ensure that all COUNTY CONTRACTORS which receive or raise charitable contributions comply with the 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).

## **8.24 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT**

### **8.24.1 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.

### **8.24.2 Chapter 2.202 of the County Code**

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.

### **8.24.3 Non-responsible CONTRACTOR**

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 any term of a Contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed any 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.

#### **8.24.4 Contractor Hearing Board**

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.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. 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. 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.

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.

#### **8.24.5 Review of Debarment Determination**

If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five 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.

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 years; (2) the debarment has been in effect for at least five 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.

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.

#### **8.24.6 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

### **8.25 COUNTY'S QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report 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.

## **8.26 COVENANT AGAINST FEES**

CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

## **8.27 DISPUTES**

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or his/her designee, and the Director's or his/her designee's decision shall be final.

## **8.28 DISCLOSURE OF INFORMATION**

CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Contract within the following conditions:

- 8.28.1** CONTRACTOR shall develop all publicity material in a professional manner.
- 8.28.2** During the course of performance on this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the Director. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.
- 8.28.3** CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this contract with the County of Los Angeles, provided, however, that the requirements of this Section 8.28 shall apply.



## **8.29 EMPLOYMENT ELIGIBILITY VERIFICATION**

CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against the COUNTY or the CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing.

## **8.30 EMPLOYEE SAFETY**

The CONTRACTOR will assure that the CONTRACTOR's employees:

**8.30.1** Are covered by an effective Injury and Illness Prevention Program.

**8.30.2** Receive all required general and specific training on employee safety.

## **8.31 FORCE MAJEURE**

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

## **8.32 GOVERNING LAW AND VENUE**

This Contract shall be governed by and construed in accordance with and governed by the laws of the State of California. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

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, California, Central Division.

**8.33 GOVERNMENT OBSERVATIONS**

Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

**8.34 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents 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 or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

**8.35 INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between the COUNTY and the CONTRACTOR's employees/workers. The CONTRACTOR understands and agrees that all persons furnishing services to the COUNTY pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of the CONTRACTOR and not of the COUNTY. The CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the CONTRACTOR pursuant to this Contract.

**8.36 GENERAL INSURANCE REQUIREMENTS**

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

### **8.36.1 Evidence of Insurance**

Certificates or other evidence of coverage satisfactory to COUNTY shall be delivered to:

**Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, California 91746-3411  
Attn: Dale Oishi-Kocker, County Contract Administrator**

prior to commencing services under this Contract. Such certificates or other evidence shall:

- 8.36.1.1 Specifically identify this Contract.
- 8.36.1.2 Clearly evidence all coverage required in this Contract.
- 8.36.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 8.36.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.
- 8.36.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses related costs, including, but not limited to expenses or fees or both, related investigations, claims administrations and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

### **8.36.2 Insurer Financial Ratings**

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

### **8.36.3 Failure to Maintain Coverage**

Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract.

COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

### **8.36.4 Notification of Incidents, Claims or Suits**

CONTRACTOR shall report to COUNTY:

8.36.4.1 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 CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

8.36.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

8.36.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Manager.

8.36.4.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

### **8.36.5 Compensation for COUNTY Costs**

In the event that 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 COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

### **8.36.6 Insurance Coverage Requirements for Subcontractors**

CONTRACTOR shall ensure any and all subcontractors performing services under this Contract to meet the insurance requirements of this Contract by either:

8.36.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

8.36.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## **8.37 INSURANCE COVERAGE REQUIREMENTS**

### **8.37.1 General Liability**

General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

### **8.37.2 Automobile Liability**

Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles or coverage for "any auto."

### **8.37.3 Workers' Compensation and Employers' Liability**

Workers' Compensation and employers' liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

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

#### **8.37.4 Crime Coverage**

A comprehensive crime policy in an amount not less than \$50,000 per occurrence against loss of money, securities, or other property as applicable to this contract, for employee dishonesty, theft, disappearance and destruction, burglary or robbery. CONTRACTOR shall be required to provide COUNTY with certified copies of the current certificates of insurance and policy endorsement pages, both naming COUNTY as the individual loss payee as its interests appear for all contractual obligations with the CONTRACTOR (named insured) and include CONTRACTOR and the COUNTY's name/address and the signature/date of the insurance representative.

#### **8.37.5 Property Damage**

In the event the CONTRACTOR rents, leases or is loaned any COUNTY-owned real or personal property, the CONTRACTOR shall insure such property in the manners and amounts as follows:

a. Real Property

For the full insurable replacement value against the hazards of fire, floods and earthquakes, extended coverage, vandalism and malicious mischief and other property-related losses.

b. Personal Property

For the replacement cost against the hazards of fire, extended coverage, vandalism and malicious mischief.

### **8.38 LIQUIDATED DAMAGES**

**8.38.1** If, in the judgment of the Director, the CONTRACTOR, is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, 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. 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 Director, or his/her designee, in a written notice describing the reasons for said action.

**8.38.2** If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director 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 Director 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 shall be that which is specified in Exhibit A-1, Performance Summary (PRS) Chart, 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.

**8.38.3** The action noted in subparagraph 38.2 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.

**8.38.4** This subparagraph 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 subparagraph 38.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

## **8.39 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

**8.39.1** This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. 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 certification as a Local Small Business Enterprise. 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 Local Small Business Enterprise.

**8.39.2** If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and 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:

- a. 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;
- b. In addition to the amount described in the first paragraph of this section above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
- c. 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 if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and the COUNTY's Office of Affirmative Action Compliance of this information.



## **8.40 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

- 8.40.1** CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it 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.
- 8.40.2** CONTRACTOR shall certify to and comply with the provisions of Attachment E, CONTRACTOR's EEO Certification.
- 8.40.3** CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally 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 the following: 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.
- 8.40.4** 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.
- 8.40.5** CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal or 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.
- 8.40.6** CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Section 8.40 when so requested by the COUNTY.

**8.40.7** If COUNTY finds that any of provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this Contract. While COUNTY reserves the right to determine independently that the Equal Employment Opportunity (EEO) provisions of the Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated federal or State EEO laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the EEO provisions of this Contract.

**8.40.8** The parties agree that in the event the CONTRACTOR violates the EEO provisions of this Contract, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Contract.

#### **8.41 NOTICES**

##### **8.41.1 Notice of Delays**

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 five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

##### **8.41.2 Notice of Meetings**

CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five (5) business days prior notice to the CONTRACTOR of the need to attend such meetings.

CONTRACTOR may verbally request meetings with the 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 the COUNTY.

### **8.41.3 Delivery of Notices**

Delivery of notices shall be accomplished by e-mail, facsimile, hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

### **8.41.4 Notices to the CONTRACTOR**

Any such notice and the envelope containing same notice shall be addressed to the CONTRACTOR at its place of business.

### **8.41.5 Notices to the COUNTY**

Notices and envelopes containing same notice to the COUNTY shall be addressed to:

**Department of Public Social Services  
Contract Management Division, Section II  
12900 Crossroads Parkway South, 2<sup>nd</sup> Floor  
City of Industry, California 91746-3411  
Attn: Dale Oishi-Kocker, County Contract Administrator**

### **8.41.6 Changes of Address**

Either party can designate a new address by giving written notice to the other party.

### **8.41.7 Termination Notices**

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

## **8.42 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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 Attachment L, Internal Revenue Service Notice 1015.

#### **8.43 OWNERSHIP OF DATA/EQUIPMENT**

**8.43.1** The COUNTY shall be sole owner of all rights, titles and interests in any and all materials, software, software documentation, software tools, techniques, plans, reports, data and information which have been prepared, developed or maintained by CONTRACTOR pursuant to this Contract.

**8.43.2** COUNTY shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by CONTRACTOR or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this Contract.

#### **8.44 PROPRIETARY RIGHTS**

All materials, data and other information of any kind obtained from COUNTY and all materials, data, reports and other information of any kind developed by CONTRACTOR under this Contract are confidential to and are solely the property of COUNTY. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph 8.44, shall survive the expiration or other termination of this Contract.

**8.44.1** Recognizing that COUNTY has no way to safeguard trade secrets or proprietary information, CONTRACTOR shall, and does, hereby keep and hold COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by COUNTY of trade secrets and proprietary information. COUNTY shall not require CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by COUNTY to successfully complete the services under the Contract.

**8.44.2** COUNTY shall not require CONTRACTOR to provide any information that is proprietary to it; provided, however, that if COUNTY requests CONTRACTOR proprietary information in order to successfully complete the services under this Contract, CONTRACTOR shall mark such information "PROPRIETARY" and COUNTY shall limit reproduction and distribution to the minimum extent consistent with COUNTY's need for such information, and, when COUNTY no longer needs such information, but in no event later than expiration or other termination of this Contract, COUNTY shall either (1) cause all copies of such information to be returned to CONTRACTOR, or (2) certify to CONTRACTOR that all copies of such information have been destroyed.

## **8.45 RECORDS**

CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Section 8.46, Records Retention and Inspection, herein below.

## **8.46 RECORDS RETENTION AND INSPECTION**

**8.46.1** CONTRACTOR agrees that the federal, State and County representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to the COUNTY. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the CONTRACTOR for a period of five (5) years after the term of this Contract, unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. The COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

**8.46.2** Other required documents to be retained include, but not limited to:

8.46.2.1 Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs.

8.46.2.2 Confidentiality Agreement: "Contractor Employee Acknowledgment & Confidentiality Agreement."

8.46.2.3 Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to CONTRACTOR's profession.

8.46.2.4 Minutes of Performance Evaluation Meetings: The County Contract Administrator (CCA) writes the minutes of any Performance Evaluation Meetings and shall provide to the CONTRACTOR for retention.

**8.46.3** COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the CONTRACTOR and observe the operation of the business so that accuracy of the

above records and any of the CONTRACTOR's invoices for services provided can be confirmed.

8.46.3.1 All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either (1) 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, or (2) pay to have such materials promptly returned to a CONTRACTOR facility located in Los Angeles County for examination by the COUNTY.

8.46.3.2 Failure on the part of the CONTRACTOR to comply with the provisions of this Section 8.46 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

**8.47 RECYCLED BOND PAPER**

Consistent with the Los Angeles County 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 the Project.

**8.48 REMOVAL OF PERSONNEL**

CONTRACTOR shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers. Any CONTRACTOR employee/worker, at the sole discretion of DPSS, may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. COUNTY will confirm any oral requests in writing.

**8.49 RULES AND REGULATIONS**

During the time that the CONTRACTOR's employees or agents are at the COUNTY facilities or off-site work locations, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations.

## **8.50 SHRED CONFIDENTIAL DOCUMENTS**

CONTRACTOR shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 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 Section 8.46 of this Contract are to be maintained for a period of five (5) years or longer if required by law.

## **8.51 SUBCONTRACTING**

**8.51.1** No performance of this Contract or any portion thereof may be subcontracted by the CONTRACTOR without the express written consent of the COUNTY. This written consent shall be provided by way of amendment executed by the DPSS Director pursuant to Section 8.7 (Changes and Amendments of Terms). Any attempt by the CONTRACTOR to subcontract any performance of the terms of this Contract without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of the Contract. In the event of such a breach, the Contract may be terminated forthwith. The COUNTY's determination of whether to approve the CONTRACTOR's request to subcontract shall be completely within the discretion of the COUNTY.

**8.51.2** Subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the COUNTY. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under the Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the COUNTY shall not be construed to constitute a determination of the allowability of any cost under the Contract. In no event shall approval of any subcontract by the COUNTY be construed as affecting any increase in the amount provided for in the Contract. The CONTRACTOR's request for approval to enter into a subcontract shall include:

8.51.2.1 A description of the service to be provided by the proposed subcontractor;

8.51.2.2 Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;

8.51.2.3 An indication of whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veteran business enterprise;

8.51.2.4 A resume of the potential subcontractor's background and experience; and

8.51.2.5 A copy of the proposed subcontract.

**8.51.3** In the event that the COUNTY should consent to subcontracting, the CONTRACTOR shall include, in all subcontracts, the following provision: *"This Contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."*

**8.51.4** When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner that will meet the *California Department of Social Services Manual of Policies and Procedures (MPP), Sections 23-610 through 23-615.*

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

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 8.21, CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) days of written notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the COUNTY Board of Supervisors may terminate this Contract pursuant to Section 8.53, Termination For Default of the CONTRACTOR pursuant to County Code Chapter 2.202.

**8.53 TERMINATION FOR CONVENIENCE OF THE COUNTY**

**8.53.1** Performance of services under this Contract may be terminated by the COUNTY, in whole or in part, when such action is deemed by the COUNTY to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a thirty (30) calendar-day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.



- 8.53.2** If, during the term of this Contract, the COUNTY funds appropriated for the purposes of this Contract are reduced or eliminated, COUNTY may immediately terminate this Contract upon written notice to the CONTRACTOR.
- 8.53.3** After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
- 8.53.3.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.
- 8.53.3.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 8.53.4** After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.
- 8.53.5** Upon termination of this Contract, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Contract.
- 8.53.6** Upon termination of this Contract, the CONTRACTOR shall comply with the provisions of Section 8.46, Records Retention and Inspection, herein above.
- 8.53.7** Subject to the provisions of subsection 8.52.4, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant to this Section 8.52. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated. The COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract, as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated.

## **8.54 TERMINATION FOR DEFAULT OF THE CONTRACTOR**

**8.54.1** COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:

8.54.1.1 CONTRACTOR has materially breached this Contract;

8.54.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract, including but not limited to the Statement of Work; or

8.54.1.3 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.

**8.54.2** In the event the COUNTY terminates this Contract in whole or in part as provided in this Section 8.53, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those terminated. 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 sub-paragraph.

**8.54.3** Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in sub-paragraph 8.53.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault of negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, 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 subparagraph 8.53.3, the terms “subcontractor” and “subcontractors” mean subcontractor(s) at any tier.

**8.54.4** If, after the COUNTY has given notice of termination under the provisions of this Section 8.53, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 8.53 or that the default was excusable under the provisions of subparagraph 8.53.3, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 8.52, Termination For Convenience of the COUNTY.

**8.54.5** The rights and remedies of the COUNTY provided in this subparagraph 8.53 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.55 TERMINATION FOR IMPROPER CONSIDERATION**

**8.55.1** 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.

**8.55.2** 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 (213) 974-0914 or (800) 544-6861.

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

**8.56 TERMINATION FOR INSOLVENCY**

**8.56.1** The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (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 means of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- c. The appointment of a Receiver or Trustee for the CONTRACTOR; or
- d. The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

**8.56.2** The rights and remedies of the COUNTY provided in this Section 8.55 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.57 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

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.

**8.58 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current Fiscal Year are subject to federal, State or COUNTY's legislative appropriation for this purpose. In the event this Contract extends into succeeding Fiscal Year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding Fiscal Year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

**8.59 TIMELY COMPLETION**

Time is of the essence in the provision and completion of the work provided to COUNTY as stipulated in this Contract, as is the timely conveyance of reporting deliverables to COUNTY, as also stipulated in this Contract.

**8.60 VALIDITY**

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision.

**8.61 VERBAL DISCUSSIONS**

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

**8.62 WAIVER**

No waiver of a breach of any provision of this Contract by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Contract. 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. No waiver shall be enforced unless said waiver is set forth in writing.

**8.63 WARRANTY**

The CONTRACTOR warrants that all services performed hereunder will comply with Attachment A, Statement of Work, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

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 \_\_\_\_\_  
Bryce Yokomizo, Director  
Department of Public Social Services

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

RAYMOND G. FORTNER, JR.  
COUNTY COUNSEL

By \_\_\_\_\_  
Vicki Kozikoujekian  
Senior Deputy County Counsel

**CONTRACTOR**

By \_\_\_\_\_  
Name  
Title

\_\_\_\_\_  
Date

**ATTACHMENT A**  
**STATEMENT OF WORK**





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## **PREAMBLE FOR HEALTH AND HUMAN SERVICES**

For over a decade, the County has collaborated 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 vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy-in-isolation can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

#### Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

#### Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

#### Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

# STATEMENT OF WORK

## 1.0 GENERAL

### 1.1 Scope of Work

The General Relief Opportunities for Work (GROW) Program is an employment services program with the goal of preparing Los Angeles County employable General Relief (GR) recipients to seek and obtain full-time unsubsidized employment.

CONTRACTOR shall provide:

**1.1.1** Orientation, Rapid Employment and Promotion (REP) Activity, and Job Skills Preparation Class (JSPC) sessions of the GROW Program at COUNTY-approved sites as follows:

1.1.1.1 A half-day Orientation session to provide GROW participants with motivation and an overview of the GROW Program as outlined in Section 3.1.

1.1.1.2 A 20-hour a week voluntary activity, Rapid Employment and Promotion, is initially offered to applicants whose GR cases are in “pending” status. This activity can last for up to six (6) weeks as outlined in Section 3.2.

1.1.1.3 A three-week JSPC session to teach GROW participants how to find work through self-effort activities as outlined in Section 3.2.

**1.1.2** An Orientation session of the GROW Program using the curriculum developed by the Los Angeles County Office of Education (LACOE). CONTRACTOR must follow the curriculum set forth in Technical Exhibit 12, Orientation Curriculum and perform to the standards set forth in Technical Exhibit 1, Performance Requirements Summary (PRS).

**1.1.3** A Job Skills Preparation Class (JSPC) session of the GROW Program using the curriculum developed by LACOE. CONTRACTOR must follow the curriculum set forth in Technical Exhibit 13, JSPC Curriculum and perform to the standards set forth in Technical Exhibit 1, PRS.

**1.1.4** A Rapid Employment and Promotion (REP) activity of the GROW Program using the GROW REP procedures developed by LACOE. CONTRACTOR must follow these procedures set forth in Technical Exhibits 14, Procedures of the GROW REP Participant Flow with accompanying Chart, and GROW REP Workshop Menu and perform to the standards set forth in Technical Exhibit 1, PRS.

**1.1.5** Except for those items listed in Section 2.1, COUNTY Furnished Items, hereunder, CONTRACTOR shall provide all administrative services, supervision, personnel, materials and other items or services necessary to provide GROW Orientation, REP and JSPC Services set forth hereunder for a population with economic, educational, and social barriers.

## **1.2 Quality Control Plan**

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure COUNTY a consistently high level of product quality and service throughout the term of this Contract.

The Plan, which is subject to approval or rejection by COUNTY, shall be submitted to the County Contract Administrator (CCA) on the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract.

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

**1.2.1** Method for assuring that professional staff rendering services under this Contract have 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 written report by the CONTRACTOR documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the COUNTY upon request;

**1.2.5** Method for monitoring subcontractors, if any, for compliance and quality of services; and

**1.2.6** Data collection and monitoring systems to ensure that services are equitable for all GROW participants including those who are immigrants, refugee and limited-English proficient.

## **1.3 Quality Assurance Plan**

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract using the quality assurance procedures as defined in the Contract, Section 8, Terms and Conditions, Sub-paragraph 8.25, County Quality Assurance Plan.

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on a quarterly basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and performance standards. CONTRACTOR's deficiencies, which COUNTY determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.

The report 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 the Contract, Section 8, Terms and Conditions, Sub-paragraph 8.25, County Quality Assurance Plan.

### **1.3.1 Performance Evaluation Meetings**

COUNTY and the Contract Manager shall jointly hold Performance Evaluation Meetings as often as deemed necessary. However, if a Contract Discrepancy Report (CDR), (See Technical Exhibit 2) is issued, at the discretion of the CCA, a meeting shall be held within five (5) business days, at a mutually agreed upon time and place, to discuss the problem.

The CCA shall prepare the minutes of the Performance Evaluation Meeting that shall include any action items from the meeting. The Contract Manager and CCA shall sign the minutes. Should the Contract Manager not concur with the action items, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items.

The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the Director will be final.

Upon advance notice, either the COUNTY or CONTRACTOR may make an auditory recording of the meeting.

### **1.3.2 Contract Discrepancy Reports (CDR's)**

Verbal notification of a contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a contract discrepancy is identified. The Contract Manager shall resolve the problem within a reasonable time period mutually agreed upon by the COUNTY and the CONTRACTOR.

The CCA will determine whether a formal CDR shall be issued. Upon receipt of this document, CONTRACTOR is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a timetable, for correction of all deficiencies identified in the CDR shall be submitted to the CCA within ten (10) business days.

### **1.3.3. Government Observations**

Federal, State and/or COUNTY personnel, in addition to COUNTY contract staff, may observe performance activities, or review documents required by this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with CONTRACTOR performance.

## **1.4 Hours of Operation/Holidays**

CONTRACTOR shall be required to provide GROW services Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. CONTRACTOR is not required to provide services on COUNTY-recognized holidays. The CCA will provide a list of the COUNTY holidays to the CONTRACTOR within thirty (30) calendar days of Contract start date, and annually thereafter, at the beginning of the calendar year.

CONTRACTOR is allowed to have a maximum of two days per calendar year, as needed, for in-service and/or training activities in which they may not be required to provide Orientation, REP or JSPC services. To request these days, CONTRACTOR shall submit a written request to DPSS, no less than thirty (30) days in advance of the requested dates. DPSS approval is required in order to take the requested dates. DPSS will not provide any compensation for time invested in these activities.

## **1.5 CONTRACTOR Management Services**

CONTRACTOR shall provide all management services necessary for provisions of the GROW Program. CONTRACTOR's management services may include, but are not limited to:

**1.5.1** Planning, coordinating, implementing and monitoring of GROW Program service delivery.

**1.5.2** Ensuring verbal instructions and CONTRACTOR-developed materials are in the languages required by COUNTY. Ensuring translated materials are accurately translated by providing COUNTY with its methodology for certification.

**1.5.3** Ensuring that all required posters and materials are posted in CONTRACTOR's sites as directed by COUNTY, and are accessible to GROW participants.



**1.5.4** Ensuring 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.

**1.5.5** Ensuring CONTRACTOR addresses participant concerns and complaints regarding the provision of services and the performance of its employees.

## **2.0 RESPONSIBILITIES**

### **2.1 COUNTY FURNISHED ITEMS**

#### **2.1.1 Facilities**

2.1.1.1 COUNTY shall provide necessary space, furniture, utilities, equipment and telephones for CONTRACTOR to conduct Orientation sessions.

2.1.1.2 COUNTY shall provide necessary space, furniture, utilities, equipment and telephones for CONTRACTOR to conduct REP/JSPC sessions at the following GROW offices: Lancaster, Metro East, Metro Special, Pomona, Rancho Park, South Central and Southwest Special.

#### **2.1.2 Services**

COUNTY shall provide the necessary security personnel at all GROW offices including each non-DPSS REP/JSPC site.

#### **2.1.3 Training**

2.1.3.1 COUNTY will have Los Angeles Office of Education (LACOE) staff provide all training services to all Contract employees who work directly with GROW participants on all GROW Program Orientation, REP, and JSPC services prior to start date, periodically throughout the contract term, and to future newly hired employees prior to performing the Contract services.

2.1.3.2 COUNTY shall ensure that LACOE's training is scheduled so as not to interfere or adversely affect CONTRACTOR's delivery of the Contract services.

2.1.3.3 COUNTY shall provide training to CONTRACTOR staff on the following:

- GROW Orientation, REP and JSPC services;

- Method on using the GROW computer program system;
- Civil Rights training may be through direct training by COUNTY trainers or through a “train-a-trainer” program as designated by COUNTY; and
- Method to access and use State and COUNTY-translated materials.

#### **2.1.4 Equipment and Supplies**

- 2.1.4.1 COUNTY shall furnish all equipment and supplies necessary to perform all services required by this Contract. Furnished equipment includes, but is not limited to: computer workstations, fax machines, photocopiers, television, VCR, etc., necessary to perform all services required by this Contract.
- 2.1.4.2 COUNTY shall furnish for each of the JSPC facilities: desks, tables, chairs, filing cabinets, and an immobile security-lock safe for transportation tokens/passes.

#### **2.1.5 Materials**

COUNTY shall supply the following materials through its contract with the Los Angeles Office of Education (LACOE):

- 2.1.5.1 GROW Program Curriculum, Orientation tape, and any revisions or updates;
- 2.1.5.2 Related materials, e.g. Preparation Guidebook, handouts, etc., at start-up and ongoing as needed, and any revisions or updates;
- 2.1.5.3 Literacy Screening Tool;
- 2.1.5.4 Labor Market Information web site *www.calmis.ca.gov*; and
- 2.1.5.5 Information regarding target occupations/industries for GROW participants.

COUNTY shall supply the following materials:

- 2.1.5.6 GROW revisions reflecting requirement or regulatory changes;
- 2.1.5.7 State Workers’ Compensation Claim Forms: the Employer Report of Inquiry, SCIF 3067 and the Employee Claim Form, SCIF 3301;

- 2.1.5.8 Targeted Job Tax Credit, Earned Income Tax Credit and Advanced Earned Income Tax Credit Forms;
- 2.1.5.9 All mandated pamphlets and posters;
- 2.1.5.10 A supply of Civil Rights complaint forms;
- 2.1.5.11 Upon request, DPSS Operations Handbook, Section 21 on Civil Rights Program, State Manual Section 23-600 on Purchase of Services, and all other documents required by this Contract with which the CONTRACTOR must comply; and
- 2.1.5.12 A List of County-observed holidays.

## **21.6 Automated Computer Systems**

- 2.1.6.1 COUNTY shall furnish and install one GROW computer workstation, one printer, and the necessary transmission line. The GROW workstation and printer are to be located at a site designated by the CONTRACTOR, but shall remain the property of COUNTY. Upon the termination of this Contract, the COUNTY shall remove the GROW workstation, printer, and transmission line.
- 2.1.6.2 COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear of all COUNTY-furnished equipment, the GROW computer workstation, printer, and transmission line.  
  
**NOTE:** The relocation of GROW equipment, once installed, shall be at the CONTRACTOR's' expense, if the CONTRACTOR requests the move.
- 2.1.6.3 CONTRACTOR shall be responsible for the repair and replacement costs for all COUNTY-furnished equipment that are damaged due to the CONTRACTOR's abuse or negligence as determined by COUNTY.
- 2.1.6.4 COUNTY staff shall conduct periodic inventories of COUNTY-provided GROW equipment throughout the term of this Contract to meet COUNTY inventory control requirements.
- 2.1.6.5 CONTRACTOR shall report to the CCA, immediately upon discovery, of the loss of COUNTY-provided equipment.

2.1.6.6 CONTRACTOR shall not install software or screen savers on COUNTY-provided computer workstations. Any installation, removal or reinstallation of required software and movement of equipment shall be made by COUNTY-managed technicians. Requests for these services shall be made to the DPSS Technical Support Center. CONTRACTOR shall bear the expense of any service calls required due to CONTRACTOR's staff modifying the configuration of software on the computer workstations.

### **2.1.7 Transportation Allowance**

COUNTY shall furnish transportation allowances for GROW participants in the form of bus tokens or monthly/weekly bus passes. COUNTY's Financial Management Division will be responsible for the control and distribution of monthly bus passes and bus tokens to each of the GROW Service Providers.

## **2.2 CONTRACTOR FURNISHED ITEMS**

### **2.2.1 Facilities**

2.2.1.1 CONTRACTOR shall provide a CONTRACTOR-leased facility for the REP/JSPC sessions for GROW sites that cannot accommodate these sessions in their offices. These sites should also have enough space for a resource center and a clothes boutique. CONTRACTOR shall obtain DPSS approval prior to leasing any facility.

2.2.1.2 For the Metro King GROW site, CONTRACTOR shall provide sufficient space for Orientation, REP and JSPC sessions, a Resource Center and Clothes Boutique, and a work area large enough to accommodate private cubicles for one DPSS GROW Supervisor, four DPSS GROW case managers, and one clerical staff person.

2.2.1.3 CONTRACTOR ensures the leased facility is in close proximity to the GROW site and is within one-hour travel time using public transportation from the GROW office.

2.2.1.4 CONTRACTOR shall provide no cost parking space for COUNTY-designated staff and GROW participants at the leased facility.

### **2.2.2 Staffing**

2.2.2.1 CONTRACTOR shall ensure there are sufficient professional, experienced, and bilingually competent staff to administer the GROW services to the COUNTY's General Relief (GR) populations in the requested non-English languages.

CONTRACTOR shall provide COUNTY with standards used to certify fluency of staff providing services in languages other than English.

- 2.2.2.2 CONTRACTOR shall ensure training of new staff and provide ongoing staff training of GROW services.
- 2.2.2.3 CONTRACTOR shall ensure key management staff are available to contact, and when there is a vacancy, permanent replacement is made within fifteen (15) days.
- 2.2.2.4 CONTRACTOR shall ensure all staff levels needed for the delivery of Orientation, REP and JSPC services are present so there is no interruption in services, that back-up staff are available within one hour, and when there is a vacancy, permanent replacements are made within thirty (30) days.
- 2.2.2.5 CONTRACTOR shall have a staffing plan to ensure uninterrupted delivery of Orientation, REP and JSPC services during a staff reduction situation, illnesses and vacations.

### **2.2.3 Equipment/Supplies/Materials**

- 2.2.3.1 CONTRACTOR shall obtain all equipment and supplies not furnished by COUNTY necessary to perform all services required by this Contract in accordance with the Contract Budget.
- 2.2.3.2 CONTRACTOR shall establish and maintain an inventory of all COUNTY-furnished office furniture, equipment and supplies as well as CONTRACTOR-purchased equipment for this Contract. Upon termination of this Contract, all CONTRACTOR-furnished equipment purchased with COUNTY funds shall become COUNTY property.

### **2.2.4 GROW Computer Inventory Maintenance**

- 2.2.4.1 CONTRACTOR shall maintain a computerized inventory list of furniture, equipment, supplies, computers, etc., at each of the REP/JSPC sites to the County Contract Administrator (CCA).
- 2.2.4.2 CONTRACTOR shall update the inventory list using the on-site GROW computer workstation at each REP/JSPC site to the CCA.

Inventory updates shall be made within one workday after any change occurs in the data specified below. The following information shall be included, but not limited to, in the inventory:

- a. Name of REP/JSPC site;
- b. REP/JSPC site address;
- c. Contact person and his/her telephone number;
- d. Language capabilities available;
- e. JSPC services offered, e.g., JSPC activity; and
- f. Specialized services, e.g., REP, if any.

### **2.2.5 Security for Equipment**

3.2.5.1 CONTRACTOR shall ensure that the GROW computer equipment and computer is secure and confidentiality is maintained.

3.2.5.2 COUNTY will be responsible for locking down the hardware equipment and security measures must be approved by COUNTY's Information Technology Division (ITD) staff.

## **2.3 RECORD KEEPING**

**2.3.1** CONTRACTOR shall maintain retrievable records relating to each GROW participant who starts REP or JSPC services. The records shall be kept in a folder, identifiable by GROW participant's name and case number. These records shall include, but not limited to, the following:

- a. REP or JPSC Activity Assignment
- b. Participant's Primary Language Designation
- c. Participation Agreement
- d. Counseling Record
- e. Participant Employment Profile
- f. Master Employment Application
- g. Master Resume
- h. Employers Contact List
- i. Employment Verification
- j. Copy of Certificate of REP or JSPC completion

**2.3.2** 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.

**2.3.3** CONTRACTOR shall maintain an ongoing monthly log recording the receipt and distribution of the bus tokens and bus passes.

## **2.4 CONFIDENTIALITY OF RECORDS**

**2.4.1** CONTRACTOR shall maintain the confidentiality of GROW participants' records by maintaining files in locked drawers and cabinets at the Orientation and JSPC sites and at the CONTRACTOR's headquarters.

**2.4.2** CONTRACTOR shall maintain the confidentiality of its employees' records, including the Employee Confidentiality Agreement, by maintaining files in locked drawers and cabinets at the CONTRACTOR's headquarters. CONTRACTOR shall 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.

## **2.5 REPORTING TASKS**

CONTRACTOR shall make reports, as required by COUNTY, concerning its activities as they affect the Contract duties and purposes contained herein. CONTRACTOR shall also perform the following:

**2.5.1** Submit to the County Contract Administrator (CCA) a Monthly Management Report (MMR) by the fifteenth (15th) calendar day of the following month of all the CONTRACTOR performed activities, with a detail and format as required by COUNTY, which may include, but is not limited to:

- a. Statistical information (including the number of GROW participant referrals received for Orientation and JSPC; number of "shows" and "no-shows" in Orientation; number of REP/JSPC starts; number of participants who failed to attend REP/JSPC without good cause; number of participants "dropped" during REP/JSPC; and number of REP/JSPC completes;
- b. A listing of GROW participants who became employed full-time and a listing of GROW participants employed part-time during the REP/JSPC sessions and the "placement window" of 45 days after the JSPC session. The listings shall indicate the REP/JSPC session start date, region, site, the participant's name, case number, hourly wage and total work hours;
- c. Number of Orientation, REP and JSPC sessions held by site and by language; and
- d. CONTRACTOR concerns and staffing changes.

**2.5.2** Obtain feedback sheets from each GROW participant concerning his/her evaluation and understanding of the training at the conclusion of both the Orientation and JSPC sessions. The completed feedback sheets shall be retained in the CONTRACTOR's records and tabulated monthly with the results reported in the CONTRACTOR's MMR.

**2.5.3** Complete and provide to the CCA other reports/forms as required by COUNTY, and by the due dates established by COUNTY.

**2.5.4** Report any computer systems problems and recommend solution of problems to COUNTY within one workday of discovery.

- 2.5.5 Provide COUNTY with written statements, records, and documents within three (3) workdays of COUNTY request, in order for COUNTY to initiate GROW participant compliance procedures and actions.
- 2.5.6 Provide assistance and be available to meet/consult with DPSS management staff as needed, in the event compliance procedures are initiated against a GROW participant.

## 2.6 TRANSPORTATION ALLOWANCE

- 2.6.1 CONTRACTOR shall assign an administrative staff to receive and control the distribution of monthly bus passes and bus tokens to the GROW sites.
- 2.6.2 CONTRACTOR's designated staff shall complete a "Custodian Authorization" form. This form shall be updated annually or whenever there is a change in the designated staff during the contract term.
- 2.6.3 CONTRACTOR is issued an initial allotment of bus tokens and weekly bus passes at the beginning of the contract term. The designated staff signs a receipt and returns it to the COUNTY Cashier, no cash is involved.
- 2.6.4 CONTRACTOR shall ensure that the monthly bus passes and bus tokens are kept in an immobile security-lock safe provided by DPSS and the safe is located in a secured area in the site.
- 2.6.5 When bus tokens are issued to a GROW participant, the participant signs a PA 904, "Bus Token Issuance Receipt." The CONTRACTOR's designated staff then completes a PA 200, "Reimbursement Request" to replace the number of tokens/passes that were disbursed to the participant.
- 2.6.6 Every Friday, the CONTRACTOR shall count the inventory of bus tokens and weekly bus passes on hand, the issuance receipts on hand and the reimbursement requests in transit.

**NOTE:** This inventory must equal the total bus tokens and weekly bus tickets originally issued to the CONTRACTOR and must be maintained throughout the contract term. After completing the inventory count, the CONTRACTOR shall complete the PA 44, "COUNTY Cashier Report."

- 2.6.7 Every Wednesday, the COUNTY messenger will pick up the previous week's COUNTY Cashier Report and deliver the previous week's requested replacement tokens and passes.



## **2.7 CIVIL RIGHTS COMPLAINTS PROCEDURE**

CONTRACTOR shall comply with the terms of the Civil Rights Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- 2.7.1** Ensure public contact staff attends mandatory Civil Rights training as provided or arranged by DPSS.
- 2.7.2** Ensure notices and correspondences sent to participants are in their designated primary language and provide interpreters to ensure meaningful access to services to all participants.
- 2.7.3** Maintain a record of all Civil Rights materials provided by DPSS and ensure all participants are provided with the Civil Rights materials.
- 2.7.4** Develop, and operate procedures for receiving, forwarding and responding to civil rights complaints as follows:
  - a. Provide and assist GR participants with completing a PA 607, Complaint of Discriminatory Treatment in the GR participant's primary language.
  - b. Maintain a log of Civil Rights complaints.
  - c. CONTRACTOR Contract Manager (CCM) shall act as the Civil Rights Liaison (CRL) between the contracted agency and the County Contract Administer (CCA) and the Civil Rights Customer Relations (CRCR).
  - d. Forward all PA 607s to the CCA within two (2) business days and maintain a copy.
  - e. CCM/CRL shall not attempt to investigate Civil Rights complaints. All investigations are handled by the CRCR section.

## **2.8 USE OF OUTSIDE RESOURCES**

CONTRACTOR, upon COUNTY approval, may use outside resources, e.g., One-Stop Centers, etc., and/or services for providing JSPC activities to GROW participants if:

- 2.8.1** There is NO charge to COUNTY;
- 2.8.2** Confidentiality rights are protected;
- 2.8.3** Services are within allowable time frames; and
- 2.8.4** GROW participant progress is monitored.

## **2.9 OTHER OUTSIDE CONTACTS**

DPSS has a commitment to integrate GROW services at homeless shelters throughout Los Angeles County. DPSS will designate a liaison for all homeless shelters to identify residents who qualify for GROW services. Upon request made by this DPSS' liaison, the CONTRACTOR will be responsible to communicate with these shelters in order to provide better assistance with any GROW related issues under the CONTRACTOR's responsibility as necessary.

## **3.0 SPECIFIC TASKS**

### **3.1 ORIENTATION**

Orientation provides GROW participants with motivation and an overview of the GROW Program requirements, that includes Rapid Employment and Promotion (REP) Activity, Job Skills Preparation Class (JSPC) session and other GROW components.

#### **3.1.1 CONTRACTOR Requirements**

- 3.1.1.1 CONTRACTOR shall start and complete Orientation services of GROW participants on their COUNTY-scheduled appointment date.
- 3.1.1.2 CONTRACTOR shall conduct a three-hour Orientation session in a group and use a classroom format. The three-hour session shall be provided twice daily, once in the morning and once in the afternoon unless otherwise requested by COUNTY. The morning session shall commence at 8:30 a.m. and end at 11:30 a.m. The afternoon session shall commence at 1:00 p.m. and end at 4:00 p.m.
- 3.1.1.3 CONTRACTOR ensures that the GROW participant/instructor ratio in each Orientation session is no more than thirty (30) GROW participants to one instructor (30:1), unless otherwise requested by COUNTY.
- 3.1.1.4 Orientation shall be provided in English on a daily basis. Orientation shall be provided in the COUNTY's other threshold languages, Spanish, Armenian, Cambodian, Chinese, Korean, Vietnamese, and Russian according to a schedule provided by COUNTY. COUNTY may make necessary changes to the schedule throughout the contract term.
- 3.1.1.5 Orientation curriculum shall include three hours of motivation focusing on the benefits of working, establishing career goals, building self-esteem and positive self-assessment.
- 3.1.1.6 CONTRACTOR shall provide verbal and written instructions and materials to GROW participants in English, Spanish, and in the COUNTY's other threshold languages, Armenian, Cambodian, Chinese, Korean, Vietnamese, and Russian.

If a participant's primary language is not one of those cited above, CONTRACTOR shall provide, at his/her own expense, services in the participant's language using an interpreter and shall have the interpreter translate the written materials.

- 3.1.1.7 CONTRACTOR shall permit Domestic Violence Service Provider to give a brief presentation on their services at Orientation sessions at the GROW offices as scheduled by the Provider. If a Provider is unavailable, CONTRACTOR shall include in their presentation a short, informative video on Domestic Violence that is provided by COUNTY.
- 3.1.1.8 CONTRACTOR shall make Domestic Violence and Mental Health service referrals upon the request of the participant and document the request by placing a copy of the referral in the participant's folder.

### **3.1.2 Orientation Session Activities**

CONTRACTOR shall perform the following tasks for each Orientation session:

- 3.1.2.1 Prior to the beginning of each Orientation session, CONTRACTOR shall obtain a list of the General Relief (GR) applicants scheduled to attend via the GROW computer system.

**NOTE:** Prior to a participant's initial Orientation appointment date, if the participant needs to be rescheduled, the CONTRACTOR is allowed to reschedule the participant on a one-time only basis via the GROW computer system.

- 3.1.2.2 Initiate a sign-in sheet based on the list of scheduled GR applicants to verify attendance of GR applicants who showed and completed the session and those who were "no-shows." CONTRACTOR shall update the attendance data onto the GROW computer system by the end of each day and may also be required to fax a daily report to the County Contract Administrator showing the number of participants that were scheduled, showed, and failed to show.
- 3.1.2.3 If a GR applicant claims to be "unemployable" during the Orientation session refer the GR applicant back to his/her case manager.
- 3.1.2.4 Inform GR applicants of the mandatory participation requirement of 20 hours per week in GROW activities.
- 3.1.2.5 Inform GR applicants that they have an opportunity to obtain a job early in the GROW process and encourage them to accept early employment.
- 3.1.2.6 Inform GR applicants of the opportunity to voluntarily participate in the REP Activity.

- 3.1.2.7 Provide GR applicants with an overview of the resources available to them during the JSPC session.
- 3.1.2.8 Administer a COUNTY-provided Literacy Screening Tool to GR applicants and forward the completed tools to the GROW case manager.
- 3.1.2.9 Focus the session's presentation on the benefits of working, establishing career goals, and building self-esteem and positive self-assessment, utilizing training methods such as role-playing, group discussions, group feedback, etc.
- 3.1.2.10 Show COUNTY-provided GROW orientation/GOALS motivational program videotapes.
- 3.1.2.11 Give GR applicants the GROW Preparation Guidebook, the Targeted Job Tax Credit, Earned Income Tax Credit, and Advanced Earned Income Tax Credit forms.
- 3.1.2.12 Display COUNTY-provided motivational posters, and post the agenda of daily Orientation activities in the classroom at the GROW offices.
- 3.1.2.13 Provide a feedback sheet to each GR applicant concerning his/her evaluation and understanding of the session.
- 3.1.2.14 Present GR applicants with a Certificate of Completion at the end of the Orientation session.

## **3.2 RAPID EMPLOYMENT AND PROMOTION (REP) Activity**

Rapid Employment and Promotion (REP) Activity is a specialized GROW component. It is a 20-hour a week voluntary activity that initially is offered to participants whose General Relief (GR) cases are in “pending” status. Participants can continue to participate in REP for up to six (6) weeks even if their GR case is approved prior to the end of the six-week period. However, once the participant’s GR case is approved, REP becomes a mandatory GROW activity.

### **GOAL**

The goal of REP Program is to help participants who are the most job ready find employment quickly. The REP Program is designed to eliminate the time lapse between Orientation and traditional JSPC session. The REP component provides services similar to those of a temporary placement agency.

### **3.2.1 Selection Process**

- 3.2.1.1 During Orientation, CONTRACTOR’s facilitator informs the participants about REP and the GROW participants are given an opportunity to volunteer.
- 3.2.1.2 All participants interested in the REP Program must meet the criteria described below:
  - a. Must be able to provide or will be able to provide to the Contractor’s facilitator the following documents within a couple of days from the Orientation date:
    - California ID or driver’s license,
    - Social Security card, and
    - verification of EDD registration.
  - b. Must be determined to be “job ready” – the ability to start a job with little or no personal challenges or barriers to interfere with starting a job immediately, if offered.
- 3.2.1.3 All participants interested in the REP Program will sign an interest form and will be scheduled an appointment for a “Job Readiness Interview” no more than three (3) days following Orientation.
- 3.2.1.4 This “Job Readiness Interview” is the process by which the REP Job Coach, who is a designated CONTRACTOR’s staff, determines which GR applicants will be selected.
- 3.2.1.5 The Job Coach shall interview all interested GR applicants to determine if they have met the criteria, have no or minimal barriers, and are “job ready.”

- 3.2.1.6 Upon completion of the interview, the GR applicants that are selected for the REP Program will be enrolled and scheduled for a variety of workshops that are offered by the CONTRACTOR, and/or job services.
- 3.2.1.7 Participation may be limited to only one or two participants from each Orientation class since the GR applicant can be assigned to the REP component at any time and there is intense one-on-one interaction.

### **3.2.2 Attendance Requirements**

- 3.2.2.1 The REP Job Coach shall initiate and maintain an attendance log of the participants attending the REP sessions.
- 3.2.2.2 The REP Job Coach shall notify the DPSS case manager if a participant fails to show up to his/her scheduled REP. In this case, the participant is no longer eligible to participate in REP and must wait until his/her GR case is approved for referral to JSPC.
- 3.2.2.3 The DPSS Case Manager shall keep the REP Job Coach informed of the REP participant's case status. Once the case is approved, the participant's participation in the REP component becomes mandatory and noncompliance procedures will apply. The Coach will refer the participant to the DPSS case manager to sign a contract (ABP 1463) that contains the mandatory participation requirements, an agreement statement to comply, and the noncompliance penalties.
- 3.2.2.4 Participants that successfully complete the REP activity shall not be required to attend JSPC.

### **3.2.3 Program Requirements**

- 3.2.3.1 The REP Job Coach shall obtain a completed Participant Employment Profile (PEP) from each of the selected participants.
- 3.2.3.2 The REP Job Coach shall ascertain the specific information from the PEP that will be used to determine the participant's schedule of planned REP activities. The information gathered includes, but is not limited to:
  - Current job situation (employed or unemployed);
  - What jobs the participant will apply for;
  - What jobs the participant will not apply for and the reasons why;
  - Past employment history that includes salaries, work skills, and reason for leaving;

- Educational level;
- Abilities and skills;
- Work values;
- Criminal background, if applicable;
- Bilingual ability; and
- Physical disabilities.

3.2.3.3 The REP Job Coach shall participate as an active member of the Employment Development Team.

The Employment Development Team consists of the REP Job Coach, a DPSS Case Manager, and a DPSS Job Developer. The Team shall meet twice each month to discuss and evaluate the REP participants and to identify resources, programs, and/or referrals to meet the immediate needs of the REP participants.

3.2.3.4 The Team will meet to discuss the participant's individual case, employment goals, employment barriers, etc. in order to develop a personalized plan, based on the Participant Employment Profile, to determine the course of action and decide on what activities will best suit each REP participant to meet their job goals towards financial self-sufficiency. This may include participation in selected REP workshops, if needed.

3.2.3.5 Scheduled workshops are either selected by the REP participant or determined necessary by the REP Job Coach. The scheduled REP workshops shall include, but are not limited to:

- Refining Employment Applications and Resumes;
- Revisiting Successful Interviewing Techniques;
- Seeking Employment with a Criminal Background;
- Job Retention Skills and Guidelines; and
- Accessing resources for employment, networking and solutions to barriers.

3.2.3.6 The REP Job Coach shall supervise the participant's activities which includes, but is not limited to:

- Job searching;
- Attending workshops; and
- Refreshing job skills, e.g., interviewing, updating resumes, etc.

3.2.3.7 Present the participant with a Certificate of Completion at the end of the REP activity. If a participant did not secure employment, he/she will be referred back to his/her GROW case manager to continue in the GROW flow. The participant is not required to participate in JSPC, unless otherwise recommended by the Employment Development Team.



### **3.3 JOB SKILLS PREPARATION CLASS (JSPC)**

Job Skills Preparation Class (JSPC) is a three-week activity that requires four hours of mandatory scheduled daily activities, five days a week. JSPC activity is designed to teach GROW participants how to find work through their own efforts and become self-sufficient, as described below.

**NOTE:** A JSPC commitment is fulfilled once the GROW participant obtains employment of at least 20 hours per week, even if such employment is obtained on the first day of JSPC.

#### **3.3.1 CONTRACTOR Requirements**

CONTRACTOR shall:

- 3.3.1.1 Every Monday, start conducting the JSPC activity which is a three-consecutive-week session. The first week consists of a job skills preparation workshop that is a daily four-hour morning session, five days a week. The second and third week consists of a daily four-hour morning supervised Job Search activity, five days a week. Able to start conducting an afternoon JSPC session, if COUNTY determines there is a need due to caseload.
- 3.3.1.2 Ensure that the GROW participant/instructor ratio in each JSPC session is no more than thirty-five (35) GROW participants to one instructor (35:1), unless otherwise requested by COUNTY.
- 3.3.1.3 Able to schedule and conduct a JSPC activity in a language other than English. A JSPC activity shall be provided in the COUNTY's other threshold languages, Spanish, Armenian, Cambodian, Chinese, Korean, Vietnamese, and Russian according to a schedule provided by COUNTY. COUNTY may make necessary changes to the schedule throughout the contract term.
- 3.3.1.4 Provide a classroom setting for the job skills preparation workshops. Under certain circumstances the workshop may be conducted on an individual basis.
- 3.3.1.5 Ensure that GROW participants are involved in JSPC activities for the required 20 hours per week.
- 3.3.1.6 Ensure that all GROW participant absences and non-participation in the JSPC activities are well documented. Absences may be excused at the CONTRACTOR facilitator's discretion for good cause reasons such as severe illness, death of an immediate family member, or verifiable job interview. The participant will be given the opportunity to make up missed class activity during the following week on an individual basis.

3.3.1.7 Allow a GROW participant who is unable to attend the morning JSPC workshop session to make arrangements to attend an afternoon session, if available, or on an individual basis.

3.3.1.8 Allow flexible scheduling for a GROW participant who is assigned to JSPC and another GROW activity concurrently or work less than 20 hours per week.

For example, a GROW participant who has a part-time job can be assigned into the JSPC session to have enough hours to meet the 20-hour GROW requirement. A GROW participant can be assigned another GROW activity while in a JSPC session such as literacy classes, domestic violence, substance abuse or mental health services.

3.3.1.9 Allow GROW participants to attend job fairs/expos during the second and third weeks of JSPC. Participants are NOT excused from class session during the first week of JSPC.

3.3.1.10 Create a participant folder for each GROW participant who starts JSPC workshop. All folders shall contain, but are not limited to, the following verification/documents:

- Job Club Activity Assignment
- Participation Agreement
- Dress for Success Agreement
- Counseling Record
- Participant Employment Profile
- Master Application
- Master Resume
- Employers Contact List
- Verification of job contacts, telephone calls and job leads
- Verification of Employment
- Copy of JSPC Certificate

3.3.1.11 Provide a sign-in sheet which tracks the GROW participants' attendance throughout the three-week JSPC assignment. The sign-in sheet shall indicate the time-in and time-out to document the number of hours the participant spent in JSPC.

3.3.1.12 Complete a "Verification of GROW Participant Employment" form, in duplicate, for each participant who finds a job while in JSPC. The original form shall be maintained in the participant file. A copy of this form shall be provided to the GROW case manager within two (2) days of receiving the verifying information.

3.3.1.13 Provide GROW 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. GROW participants shall be encouraged to actively participate in their learning process such as: role-playing, group discussions, participant assignments, audio/visual tapes, etc.

3.3.1.14 Provide verbal and written instructions and materials to GROW participants in the appropriate languages: English, Spanish, and the other threshold languages, Armenian, Cambodian, Chinese, Korean, Vietnamese, and Russian.

If a participant's primary language is not one of those cited above, CONTRACTOR shall provide, at his/her own expense, services in the participant's language using an interpreter and shall have the interpreter translate the written materials.

3.3.1.15 Ensure that a Participant Employment Profile for each GROW participant is completed and filed in the participant's folder and a copy of each Plan is provided to the participant.

3.3.1.16 Ensure the JSPC facilitator participates as an active member of the Employment Development Team.

3.3.1.17 Ensure COUNTY-approved motivational posters are displayed, and post the agenda of daily JSPC activities in the classroom.

3.3.1.18 Establish and/or maintain a clothing boutique to provide participants with professional attire for job interviews.

3.2.1.19 Provide transportation allowances in the form of bus passes and/or tokens which will be supplied by DPSS.

### **3.3.2 First Week - JSPC Workshop and Job Skills Activity**

CONTRACTOR shall perform the following tasks:

3.3.2.1 Stress to GROW participants throughout JSPC activities the "Find a Job" message, by clearly presenting the advantages of a working lifestyle.

3.3.2.2 Explain the COUNTY's JSPC expectations to GROW participants with emphasis on the GROW Program's purpose which is to assist participants get a job and become self-sufficient. Review and obtain GROW participants' signature on "Participation Agreement."

- 3.3.2.3 Provide GROW participants a presentation on “Clothes the Deal.” Review and obtain GROW participants’ signature on “Dress for Success Agreement.”
- 3.3.2.4 Ensure GROW participants complete an “Individual Service Strategy” Plan.
- 3.3.2.5 Give GROW participants the Job Preparation Guide, “Career Goals Plan” booklet, and “Self-Sufficiency Plan” booklet and explain their contents and use.
- 3.3.2.6 In the JSPC workshop, instruct GROW participants on the following subjects which shall include, but not be limited to:
- Motivation and self-esteem building;
  - Self-sufficiency concepts;
  - Goal setting;
  - Job development and job seeking techniques;
  - Identifying and accessing resources for employment, networking;
  - Completing an employment application;
  - Preparing a resume; and
  - Practice successful interviewing techniques.
- 3.3.2.7 Following the JSPC workshop session, instruct GROW participants to complete the following independent activities:
- Submit three employment applications daily;
  - Register at three temporary agencies;
  - Make an employment contact at a public agency;
  - Make an additional employment contact at a private agency;
  - Begin a networking system by complete a form; and
  - Complete an Individual Employment Profile.
- NOTE:** A GROW participant may be referred to short-term training instead of job search activities, if it is determined by the DPSS Case Manager that this may better assist the participant.
- 3.3.2.8 Towards the end of the first week, the Employment Development Team will meet to determine the course of action that will best suit each participant’s needs to meet their job goals towards financial self-sufficiency.

The Employment Development Team consists of the Contractor’s facilitator, a DPSS Case Manager, and a DPSS Job Developer. The Team shall meet on a specifically scheduled day towards the end of the first week for at least one hour to decide on the activities that will best suit each participant. The team shall discuss the

participant's individual case, employment goals, employment barriers, etc. in order to develop a personalized plan, based on the Participant Employment Profile, and may include participation in selected workshops, if needed, and job search activities.

- 3.3.2.9 At the end of each day of the first week, meet and confer with each GROW participant to verify their activity progress. If the participant does not complete all of his/her assigned activities, document the explanation in the participant's file.

**NOTE:** The GROW participant will be automatically assigned to job search activities for the second and third week, even if the participant does not complete all the assigned activities in the first week.

- 3.3.2.10 At the end of the last day of the first week of JSPC session, present the Employment Development Team's recommendations and provide a feedback sheet to each GROW participant to complete concerning his/her evaluation and understanding of the session.

- 3.3.2.11 At the end of the last day of the JSPC workshop session, present GROW participants with a Certificate of Completion which is valid for sixty (60) days from the date of completion.

If a participant is terminated from GROW participation and returns within the sixty (60) day period, he/she is not required to complete JSPC again and shall be assigned to another GROW activity per the GROW case manager.

### **3.2.3 Second and Third Week - Job Search Activity**

CONTRACTOR shall perform the following tasks:

- 3.2.3.1 Conduct supervised job search activities to ensure the GROW participant is engaged in job search activities for a minimum of 20 hours each week. Time spent in concurrent work-related activities may count towards the 20 hours as determined by the GROW Case Manager.

- 3.2.3.2 Instruct GROW participants to complete the following independent activities:

- Develop three to five job leads daily;
- Make 20 to 25 telephone contacts daily;
- Complete two to three employment applications daily; and
- Participate in job interviews.

- 3.2.3.3 Encourage GROW participants to use all available resources such as: job developer leads, job leads through telephone calls to employers, newspapers, job fairs/expos, use and update their networking system, etc.
- 3.2.3.4 Monitor and document all the GROW participant's activities in his/her folder.
- 3.2.3.5 Instruct GROW participants that verification of employment contacts is mandatory. Proof of employment contact shall include, but not limited to: application forms, business cards notated with a contact name, interview appointment confirmation, etc.
  - a. If verification of two or more employment contacts made on the first day is not received by the next day of job search, warn the participant, notify the GROW case manager, and document this information in the participant's folder.
  - b. If there are less than two or three employment contacts on any day thereafter, warn the participant that he/she could be dropped if this happens again, notify the GROW case manager and document this information in the participant's folder.
  - c. If it happens again, notify the GROW case manager who will decide whether or not to drop the participant and document this information in the participant's folder.

**3.3.4** DPSS reserves the right to make modifications and/or add components to the GROW Program curriculum described herein, including, but not limited to, pilot programs and/or other innovative programs which are consistent with the main goal of assisting GROW participants attain financial self-sufficiency, as long as these modifications do not represent additional costs or staffing for the CONTRACTOR that are not included in the CONTRACTOR's incorporated budget (Attachment B) and the contract's maximum payment amount cited in Section 5.1.

#### **3.4 NOTIFICATION OF CHANGES**

CONTRACTOR shall perform the following tasks:

- 3.4.1** Access the GROW computer system to input data to track participant's attendance in the REP and JSPC sessions from the first day (show, no-show).
- 3.4.2** Report any and all changes in the GROW participant's status and/or circumstances during the REP and JSPC sessions to the GROW case manager via the GROW computer system within three (3) workdays and document the participant's folder.

**3.4.3** Access the GROW computer system on an as-needed basis to input a GROW participant's status change for participants who drop out of REP or JSPC or find employment.

**3.4.4** Access the GROW system on the final day of REP or JSPC to input one of the following status: Completed, Dropped or Employed for participants who started REP or JSPC.

**NOTE: At the end of JSPC, there must be a status input for every participant recorded as a "show" on the first day. This data must be input no later than the day after the last day of JSPC to ensure the participants who completed are not erroneously terminated for noncompliance.**

**3.4.5** Complete the ABP 4026, GROW Supportive Service Referral form, Technical Exhibit 8, to make a Domestic Violence or Mental Health Services referral. Submit the referral to the COUNTY GROW case manager within three (3) working days of participant's request and file a copy in the participant's folder.

**3.4.6** Complete the COUNTY-approved Employment Verification form, Technical Exhibit 10, to document the GROW participant's employment and file in the participant's folder. Submit a copy of the verification form to the COUNTY GROW case manager as verification of the participant's employment.

## **3.5 JOB DEVELOPMENT**

### **3.5.1 CONTRACTOR's Job Development Services**

CONTRACTOR shall:

3.5.1.1 Work with employers to identify and create a pool of jobs for GROW participants. Job Development efforts shall target large, stable and/or expanding occupations with an entry level wage of at least minimum wage.

3.5.1.2 Maintain a referral system in which the GROW participants' needs and interests are matched with the employers' needs and interest.

3.5.1.3 Meet with DPSS job developers on an as-needed basis to network, share employment opportunities, develop employment placements, review effective job development processes and promote the common goal of GROW which is participant employment.

3.5.1.4 Support non-traditional jobs for GROW participants.

3.5.1.5 Post job openings in CONTRACTOR site offices.

3.5.1.6 Hire GROW participants.

### **3.5.2 CONTRACTOR's Job Opening Information Services**

CONTRACTOR shall include job openings that are appropriate to the needs and skill level of GROW participants into CONTRACTOR's job postings.

### **3.5.3 CONTRACTOR's Job Placement Services**

CONTRACTOR shall:

- 3.5.3.1 Provide job placement services, i.e., direct job referrals, to all GROW participants as part of the overall JSPC activity.
- 3.5.3.2 Support and cooperate with LACOE in scheduled job recruitment efforts such as job fairs/expos, specialized employer recruitments, etc. during the second and third weeks of JSPC.
- 3.5.3.3 Able to provide GROW participants with job referrals on an individualized basis.
- 3.5.3.4 Able to provide job placement activities that includes, but are not limited to, referring GROW participants to jobs that are:
  - .a listed by employers with the State Employment Development Department;
  - .b developed by partnering agencies; and
  - .c developed independently by CONTRACTOR.

## **3.6 PERFORMANCE STANDARDS AND OUTCOMES**

**3.6.1** CONTRACTOR shall provide services that address, but are not limited to, the following measurable indicators:

- Number of job development activities.
- Number of job placement services.
- Number of participants that completed REP and JSPC services.
- Number of participants that were placed in full-time employment.
- Number of participants that were placed in part-time employment.

**3.6.2** CONTRACTOR shall maintain the following documents that reflect the services are being met:

- Required statistical reports related to the provided services.
- Required documents such as business license, certifications, attendance records, employer verifications, etc. related to the provided services.
- Orientation, REP and JSPC session schedules.
- Orientation, REP and JSPC curriculums.



### 3.6.3 Job Placement Rate Standard

- 3.6.3.1 CONTRACTOR is expected to maintain an acceptable Job Placement Rate Standard of at least eight percent. The Job Placement Rate is calculated by dividing the number of full-time job placements made in a given month in Job Skills Preparation Class (JSPC) and Rapid Employment and Promotion (REP) sessions by the number of participants starting in the JSPC and REP sessions in that given month. The terms “JSPC starts” and “REP starts” mean the number of participants starting in JSPC and REP respectively. CONTRACTOR’s “placement window” shall begin on the GROW participants’ first day in Job Skills Preparation Class (JSPC) session and end forty-five (45) days after the start date of JSPC. For REP session, CONTRACTOR’s “placement window” shall begin on the GROW participants’ first day in REP and end the last day of REP.
- 3.6.3.2 Successful placements in the REP program count toward the CONTRACTOR’s overall placement rate. REP starts will be added to JSPC starts in computing the job placement rate. Likewise, full-time employment placements for both programs are added together and used to determine the success rate and if the CONTRACTOR has met, exceeded or failed to meet the performance goals.
- 3.6.3.3 CONTRACTOR may count two part-time employment placements of GROW participants receiving services by CONTRACTOR in the month as equivalent to a full-time employment placement only to meet the Job Placement Rate Standard in Section 4.5.3.1 and avoid a fiscal deduction.

NOTE: Full-time employment is defined as being employed thirty-two (32) hours or more per week in a job expected to last more than thirty (30) days.

Part-time employment is defined as being employed twenty (20) hours or more per week in a job expected to last more than thirty (30) days.

## **TECHNICAL EXHIBITS**

## **PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

### **T.1 INTRODUCTION**

The PRS displays the major services that will be monitored during the term of the Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, COUNTY's preferred method of monitoring, and the fiscal deductions for unsatisfactory performance.

All listings of required services or Standards used in the PRS are intended to be completely consistent with the main body of this Contract and Statement of Work, and are not meant, in any case, to create, extend, revise or expand any obligation of CONTRACTOR beyond that defined in the main body of the Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, Statement of Work and the PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR and will not be the basis for liquidated damages deductions.

The COUNTY expects a high standard of CONTRACTOR performance for the required service. DPSS will work with the CONTRACTOR to help resolve any areas of difficulty brought to the attention of the COUNTY Contract Administrator (CCA) by CONTRACTOR before the allowable deviation from the acceptable Standard occurs. However, it is the CONTRACTOR's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace CONTRACTOR's obligation to provide expert professional services to the COUNTY.

### **T.2 PERFORMANCE REQUIREMENTS SUMMARY CHART**

The Performance Requirements Summary Chart is at the end of this exhibit and:

1. Provides the required services and cites the Section or Paragraph where referenced (Column 1 of chart).
2. Defines the Standards of Performance for each of the required services (Column 2 of chart).
3. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses fiscal deductions or points (Column 3 of chart).
4. Indicates the method of monitoring the services (Column 4 of chart).

5. Indicates the fiscal deductions to be assessed for failing to meet the AQL for each listed required service (Column 5 of chart). The AQL serves as the baseline for assessing fiscal deductions.

### **T.3 QUALITY ASSURANCE**

Each month CONTRACTOR performance will be compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP). COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance. The methods of monitoring that may be used are:

1. One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR performance;
2. Random sampling of items such as reports, invoices, etc. For random sampling of tables/methods to be used by COUNTY, refer to book entitled Handbooks Sampling for Auditing and Accounting (2<sup>nd</sup> Edition) by Herbert Arkin;
3. Review of Reports, Statistical Record and Files maintained by the CONTRACTOR;
4. On-site evaluations;
5. Participant interviews; and
6. Review of Complaints or justification of number of complaints.

### **T.4 MEASURABLE OUTCOMES**

CONTRACTOR shall provide services that address, but are not limited to, the following measurable indicators:

- Number of job development activities
- Number of job placement services
- Number/percent of participants that completed REP and JSPC services
- Number/percent of participants that were placed in full-time employment
- Number/percent of participants that were placed in part-time employment

### **T.5 PERFORMANCE MEASURES**

- 7.5.1 The CONTRACTOR shall demonstrate in writing how the direct services impact the measurable outcome, upon the COUNTY's request.

7.5.2 The CONTRACTOR shall maintain the following documents that reflect the benchmarks are being met:

- Required statistical reports related to the provided services
- Required documents such as business license, certifications, attendance records, employer verifications, etc. related to the provided services
- Orientation, REP and JSPC session schedules
- Orientation, REP and JSPC curriculums

## **T.6 CONTRACT DISCREPANCY REPORT (CDR)**

Performance of a listed service is considered acceptable when the service expectation is met and the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL.

When the performance is unacceptable, the CCA will issue a Contract Discrepancy Report (CDR), (See Technical Exhibit 2) to the CONTRACTOR's Contract Manager. The Contract Manager is required to:

T.6.1 Respond to the CDR within ten (10) business days.

T.6.2 Provide a written explanation stating the reasons for the unacceptable performance, how the poor performance will be remedied, how it will resume at an acceptable level, and how recurrence of the problem will be prevented.

The CCA will evaluate the CONTRACTOR's explanation and determine if any fiscal deductions will be assessed.

## **T.7 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE - RANDOM SAMPLING**

The CCA will determine the number of defects that renders a service unsatisfactory as follows:

T.7.1 Select a sample at random so that it will be representation of the entire population.

T.7.2 Compare the sample to the Standard, and the conclusions made are about CONTRACTOR performance for the whole group.

T.7.3 The random sampling plan includes the following information:

*\*Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the contract Standard for satisfactory performance;

*Lot Size* - The total number of unit or services to be provided, and  
*Sample Size* - The number of units to be checked in a given time period.

\*The AQL for each sample is taken from the PRS. The lot size is determined by how often the CONTRACTOR will provide a service during the month. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

## **T.8 REMEDY OF DEFECTS**

Notwithstanding a finding of unacceptable performance service and assessment of fiscal deductions, CONTRACTOR must, within ten (10) business days, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

## **T.9 UNSATISFACTORY PERFORMANCE REMEDIES**

When CONTRACTOR performance does not conform with the requirements of this Contract, COUNTY shall have the option to apply any or all of the following nonperformance remedies:

- T.9.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent the recurrence of unacceptable performance.
- T.9.2 Reduce payment to CONTRACTOR by a computed amount based on the fiscal deductions in the PRS Chart.
- T.9.3 Reduce, suspend, cancel, or terminate the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- T.9.4 Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to satisfactorily perform the unacceptable work within ten (10) workdays shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s) satisfactorily, as determined by COUNTY, shall be credited to COUNTY on CONTRACTOR's future invoice. This section does not preclude COUNTY's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Section 5.55, Termination for Convenience of COUNTY.

## PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING	FISCAL DEDUCTION
<p>Provide required Orientation direct and related services to GROW participants in a timely manner, for the appropriate duration, covering all required curriculum, as specifically outlined in the Statement of Work.</p> <p>Attachment A, Statement of Work, Section 3.1 Orientation</p>	<p>Require Orientation direct and related services be performed timely, for the appropriate duration, and covers all the required curriculum.</p>	NONE	<p>Random Sampling On-Site Observation Review of MMR User Complaint</p>	2% of CONTRACTOR's monthly flat fee
<p>Provide required Rapid Employment and Promotion (REP) direct and related services to GROW participants in a timely manner, for the appropriate duration, covering all required curriculum, as specifically outlined in the Statement of Work.</p> <p>Attachment A, Statement of Work, Section 3.2, Rapid Employment and Promotion</p>	<p>Require REP direct and related services be performed timely, for the appropriate duration, and covers all the required curriculum.</p>	NONE	<p>Random Sampling On-Site Observation Review of MMR User Complaint</p>	2% of CONTRACTOR's monthly flat fee
<p>Provide required Job Skills Preparation Class (JSPC) direct and related services to GROW participants in a timely manner, for the appropriate duration, covering all required curriculum, as specifically outlined in the Statement of Work.</p> <p>Attachment A, Statement of Work, Section 3.3, Job Skills Preparation Class</p>	<p>Require JSPC direct and related services be performed timely, for the appropriate duration, and covers all the required curriculum.</p>	NONE	<p>Random Sampling On-Site Observation Review of MMR User Complaint</p>	2% of CONTRACTOR's monthly flat fee

REQUIRED SERVICES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING	FISCAL DEDUCTION
<p>Initiate and maintain a participant folder for each GROW participant as required by COUNTY.</p> <p>Attachment A, Statement of Work, Section 3.3.1, JSPC, Contractor's Responsibilities</p>	<p>A folder is initiated and maintained for each GROW participant in accordance with COUNTY requirements.</p>	<p>1%</p>	<p>Random Sampling On-Site Review</p>	<p>\$500 per occurrence</p>
<p>Report any and all changes in the GROW participant's status and/or circumstances during the REP and JSPC sessions to the GROW case manager via the GROW computer system within 3 workdays and to document the participant's folder.</p> <p>Attachment A, Statement of Work, Section 3.4, Notification of Changes</p>	<p>Require all changes in the GROW participant's status and/or circumstances during REP and JSPC sessions to the GROW case manager be reported via the GROW computer system within 3 workdays and to document the participant's folder.</p>	<p>NONE</p>	<p>On-Site Review User Complaint</p>	<p>2% of CONTRACTOR's monthly flat fee</p>
<p>Provide required ongoing Job Development services to GROW participants for the duration of the contract, as specifically outlined in the Statement of Work.</p> <p>Attachment A, Statement of Work, Section 3.5.1, CONTRACTOR's Job Development Services</p>	<p>Require ongoing Job Development services to GROW participants be performed during the duration of the contract, as specifically outlined in the Statement of Work.</p>	<p>NONE</p>	<p>On-Site Observation Review of MMR User Complaint</p>	<p>2% of CONTRACTOR's monthly flat fee</p>
<p>Provide required ongoing Job Placement services to GROW participants for the duration of the contract, as specifically outlined in the Statement of Work.</p> <p>Attachment A, Statement of Work, Section 3.5.3, CONTRACTOR's Job Placements Services</p>	<p>Require ongoing Job Placement services to GROW participants be performed during the duration of the contract, as specifically outlined in the Statement of Work.</p>	<p>NONE</p>	<p>On-Site Observation Review of MMR User Complaint</p>	<p>2% of CONTRACTOR's monthly flat fee</p>



REQUIRED SERVICES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING	FISCAL DEDUCTION
<p>Provide all direct services during COUNTY's normal business hours, Monday through Friday, as required by COUNTY.</p> <p>Attachment A, Statement of Work, Section 1.4, Hours of Operation/Holidays</p>	<p>Require direct services be performed by CONTRACTOR during the required hours of operation.</p>	<p>NONE</p>	<p>Random Sampling On-Site Observation Review of MMR User Complaint</p>	<p>2% of CONTRACTOR's monthly flat fee</p>
<p>Obtain COUNTY approval to have two (2) in-service meetings during the contract year.</p> <p>Attachment A, Statement of Work, Section 1.4, Hours of Operation/Holidays</p>	<p>CONTRACTOR requests COUNTY-approval to close office for in-service meetings.</p>	<p>NONE</p>	<p>On-Site Observation User Complaint</p>	<p>\$500 per occurrence</p>
<p>Ensure there are sufficient professional, experienced, and bilingually competent staff to administer the GROW service to the COUNTY's General Relief (GR) populations in the requested English and non-English languages.</p> <p>Attachment A, Statement of Work, Section 1.5, CONTRACTOR Management Services</p>	<p>Provide sufficient professional, experienced, and bilingually competent staff to administer the GROW service to the COUNTY's GR populations in the requested English and non-English languages.</p>	<p>NONE</p>	<p>On-Site Observation User Complaint</p>	<p>2% of CONTRACTOR's monthly flat fee</p>
<p>Ensure key management staff are available for the CCA to contact and all non-management staff are present for delivery of Orientation, REP and JSPC services.</p> <p>Ensure all vacancies are filled timely and in the interim, ensure vacancies do not negatively impact service delivery.</p> <p>Attachment A, Statement of Work, Section 1.5, CONTRACTOR Management Services</p>	<p>Provide KEY management staff and provide qualified replacements within 15 calendar days of vacancy.</p> <p>Ensure all staff levels are present for delivery of Orientation, REP and JSPC services and ensure that vacancies are filled within 30 calendar days of vacancy.</p> <p>Have a staffing plan to ensure there is no adverse impact on service delivery due to the staff reduction.</p>	<p>2 Calendar Days</p>	<p>100% Inspection On-Site Observation User Complaint</p>	<p>2% of CONTRACTOR's monthly flat fee</p>

REQUIRED SERVICES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING	FISCAL DEDUCTION
<p>CONTRACTOR shall lease JSPC facilities as needed.</p> <p>CONTRACTOR shall provide no cost parking space for COUNTY-designated staff and GROW participants at each CONTRACTOR-leased facility.</p> <p>Attachment A, Statement of Work, Section 2.2.1, Facilities</p>	<p>CONTRACTOR shall provide JSPC facilities as needed with no cost parking.</p> <p>These facilities shall be close in proximity to the GROW offices and shall be within one-hour travel time using public transportation from the GROW offices.</p>	NONE	<p>100% Inspection On-Site Observation Review of MMR User Complaint</p>	<p>2% of CONTRACTOR's monthly flat fee</p>
<p>CONTRACTOR shall maintain and update a computerized inventory list of furniture, equipment, supplies, computers, etc. at each of the JSPC site using the on-site GROW computer workstation.</p> <p>Attachment A, Statement of Work Section 2.2.3, GROW Computer Inventory Maintenance</p>	<p>Ensures the computerized GROW inventory list is maintained and updated according to COUNTY standards.</p>	NONE	<p>Review of Inventory List</p>	<p>2% of CONTRACTOR's monthly flat fee</p>
<p>CONTRACTOR shall ensure that the GROW computer equipment and computer is secure and confidentiality is maintained.</p> <p>Attachment A, Statement of Work Section 2.2.4, Security for Equipment</p>	<p>Ensures adequate ongoing security and upkeep of GROW equipment according to COUNTY standards and confidentiality is maintained.</p>	2%	<p>User Complaint</p>	<p>2% of CONTRACTOR's monthly flat fee</p>
<p>Ensures an immobile security-lock safe is located in a secured area on-site to keep the monthly bus passes and bus tokens.</p> <p>Attachment A, Statement of Work, Section 2.2.5, Security for Transportation Allowance</p>	<p>CONTRACTOR shall assign an administrative staff to receive and control the distribution of monthly bus passes and bus tokens to the GROW sites.</p> <p>Ensure a immobile security-lock safe is located in a secured area on-site to keep the monthly bus passes and bus tokens.</p>	NONE	<p>100% On-Site Inspection</p>	<p>2% of CONTRACTOR's monthly flat fee</p>

REQUIRED SERVICES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING	FISCAL DEDUCTION
<p>Maintains the confidentiality of GROW participant's records by maintaining files in locked drawers and cabinets at JSPC sites and at CONTRACTOR's headquarters.</p> <p>Ensure that Confidentiality Agreements for all CONTRACTOR employees are on file.</p> <p>Attachment A, Statement of Work, Section 2.4, Confidentiality of Records</p>	<p>All CONTRACTOR employees have Confidentiality Agreements on file prior to the employee's start date.</p>	<p>NONE</p>	<p>Random Sampling On-Site Review</p>	<p>\$500 per occurrence</p>
<p>Complies with the terms of the Civil Rights Resolution Agreement as directed by DPSS, and as specifically outlined in the Statement of Work.</p> <p>Attachment A, Statement of Work, Section 2.6, Civil Rights Complaints Procedure</p>	<p>Ensures the terms of the Civil Rights Resolution Agreement are met.</p>	<p>NONE</p>	<p>On-Site Review User Complaint</p>	<p>\$500 per occurrence</p>
<p>Provide verification of insurance coverage to the CCA prior to the Contract start date and annually during the term of the Contract.</p> <p>Contract Terms and Conditions, Section 8.36 General Insurance Requirements and Section 8.37, Insurance Coverage Requirements</p>	<p>Ensures that all insurance policies are current and meet insurance requirements.</p>	<p>NONE</p>	<p>100% Review</p>	<p>2% of CONTRACTOR's monthly flat fee</p>
<p>Develop a Quality Control Plan. Maintain a quality control system.</p> <p>Attachment A, Statement of Work, Section 1.2, Quality Control Plan</p>	<p>CONTRACTOR develops and complies with the COUNTY-approved Quality Control Plan.</p>	<p>NONE</p>	<p>Review of QC Plan and Compliance with the Plan</p>	<p>2% of CONTRACTOR's monthly flat fee</p>

REQUIRED SERVICES	STANDARDS	DEGREE OF DEVIATION ALLOWED (AQL)	METHODS OF MONITORING	FISCAL DEDUCTION
<p>Provide accurate and complete invoices in a timely manner, as requested by COUNTY.</p> <p>Section 5.6, Contract Payment</p>	<p>All accurate and complete invoices are submitted within 15 calendar days after the service month.</p>	<p>Two (2) Business Days</p>	<p>100% Review of Invoices Review of MMR</p>	<p>\$100 per occurrence</p>
<p>Provide accurate and complete reports in a timely manner, as requested by COUNTY.</p> <p>Attachment A, Statement of Work, Section 2.5, Reporting Tasks</p>	<p>All accurate and complete reports are submitted in a timely manner as required by COUNTY.</p>	<p>Two (2) Business Days</p>	<p>100% Review of Reports Review of MMR</p>	<p>\$100 per occurrence</p>
<p>Place JSPC participants into full-time employment that is expected to last more than 30 days.</p> <p>Attachment A, Statement of Work, Section 3.5.3, Job Placement Rate Standard</p>	<p>A placement rate of 8 percent of the total participants who start REP or JSPC shall be placed into full-time employment.</p> <p>A Bonus Payment of \$200 shall be issued for each full-time placement above 15 percent. A fiscal deduction of \$50 shall be assessed for each participant for which the bonus was received that becomes unemployed and is approved for General Relief.</p>	<p>NONE</p>	<p>100% Review of Employment Verification</p>	<p>3% of CONTRACTOR's monthly flat fee</p>

**CONTRACT DISCREPANCY REPORT**



**EXPLANATION OF GR DISTRICT OFFICE BOUNDARIES  
AND  
DIRECTORY OF DPSS GROW OFFICES  
within GR DISTRICT OFFICE BOUNDARIES**

## EXPLANATION OF GR DISTRICT OFFICE BOUNDARIES

1. CIVIC CENTER DISTRICT

Civic Center District services the Central Los Angeles area, including downtown skid row.

2. WILSHIRE SPECIAL

Wilshire Special District services the communities of Echo Park, Silver Lake, Hollywood, and part of Central Los Angeles.

3. RANCHO PARK

Rancho Park District services the West Los Angeles area. This district services an area that stretches from Mulholland Drive on the North to Florence on the South, and from Crenshaw Boulevard on the East to the Pacific Ocean on the West.

4. METRO SPECIAL

Metro Special District services the South Central metropolitan Los Angeles area.

5. METRO KING

Metro King District services the west metropolitan Los Angeles area and is a satellite office of Metro Special GROW Office. This district covers the following zip codes: 90011, 90037, 90043, 90044, and 90062.

Any Proposer bidding on this district is required to provide a site within the stated zip codes. The facility must be large enough to accommodate the Orientation and JSPC sessions and Contractor's staff and job developers work space. In addition, the facility must have sufficient space to house one GROW Supervisor, four GROW case managers, and one clerical staff person.

6. METRO EAST DISTRICT

Metro East District services portions of the City of Los Angeles, the cities of Bell, Maywood, Vernon, Huntington Park, as well as the unincorporated areas.

The district's boundary touches the city of Monterey Park to the East, extends to the San Bernardino Freeway on the North, to the City of South Gate on the South, and the Golden State Freeway, the Los Angeles River, and Alameda Avenue borders the West. The western boundaries separate the East Los Angeles community from the central and greater Los Angeles area.

7. PASADENA

Pasadena District services the communities of Pasadena, South Pasadena, San Marino, Arcadia, Altadena, Sierra Madre, and Monrovia.



8. SAN GABRIEL VALLEY

San Gabriel Valley District services the communities of Alhambra, San Gabriel, Temple City, and parts of Arcadia, El Monte, Monrovia, Monterey Park, and Rosemead.

9. POMONA

Pomona District services the communities of Pomona, Claremont, San Dimas, La Verne, Glendora, Azusa, Covina, West Covina, Walnut, Diamond Bar and Rowland Heights.

10. SOUTHWEST SPECIAL

Southwest Special District's boundaries extend from the Los Angeles inner city to the communities of Gardena, Torrance, Redondo Beach, Manhattan Beach, Hermosa Beach, Hawthorne, Inglewood, Playa Del Rey, and Marina Del Rey.

11. SOUTH CENTRAL

South Central District services South Central Los Angeles.

12. SOUTH SPECIAL

South Special District's boundaries are the City of Long Beach, Willowbrook, Huntington Park, Bell, Bell Gardens, Pico Rivera, City of Industry, Hacienda Heights, and Rowland Heights to the North, Orange County to the East, the Pacific Ocean including the Santa Catalina Islands to the South, and Torrance, Gardena, Hawthorne, and Inglewood to the West.

13. GLENDALE

Glendale District services the Glendale area.

14. SAN FERNANDO VALLEY

San Fernando Valley District services the San Fernando Valley.

15. LANCASTER

Lancaster District services Lancaster, Palmdale, and the Santa Clarita Valley.

The district's boundaries are the San Bernardino County line on the East, the Kern County line on the North, and the Ventura County line on the Northwest.

**DIRECTORY OF DPSS GROW OFFICES  
within GR DISTRICT OFFICE BOUNDARIES**

<b>GROW OFFICES and ORIENTATION SITES</b>	<b>REP/JSPC in GROW OFFICE</b>	<b>REP/JSPC in CONTRACTOR SITE</b>	<b>PRIMARY LANGUAGE SERVED*</b>
<b>CIVIC CENTER</b> 813 E. 4 <sup>th</sup> Place Los Angeles, CA 90013	<b>NO</b>	<b>YES</b>	English, Spanish
<b>WILSHIRE SPECIAL</b> 2415 W. 6 <sup>th</sup> Street Los Angeles, CA 90057	<b>NO</b>	<b>YES</b>	English, Spanish Armenian, Korean
<b>RANCHO PARK</b> 11110 W. Pico Blvd. Los Angeles, CA 90064	<b>YES</b>	<b>NO</b>	English, Spanish
<b>METRO SPECIAL</b> 2615 S. Grand Avenue Los Angeles, CA 90007	<b>YES</b>	<b>NO</b>	English, Spanish Korean
<b>METRO KING</b> 4004 Vermont Avenue Los Angeles, CA 90037  <b>NOTE: This is a Contractor- provided site. Contractor will be required to have Orientation sessions, REP/JSPC sessions, and to house DPSS GROW staff.</b>	<b>NO</b>	<b>YES</b>	English, Spanish
<b>METRO EAST (E.L.A.)</b> 2200 N. Humboldt Los Angeles, CA 90023	<b>YES</b>	<b>NO</b>	English, Spanish
<b>PASADENA</b> 978 N. Lake Avenue Pasadena, CA 91104	<b>NO</b>	<b>YES</b>	English, Spanish
<b>SAN GABRIEL</b> 3350 Aerojet Avenue El Monte, CA 91731	<b>NO</b>	<b>YES</b>	English, Spanish Chinese, Vietnamese

\*This column indicates the most common primary languages served in each listed office. However, CONTRACTOR must be prepared to serve other languages if requested to do so by COUNTY.

**DIRECTORY OF DPSS GROW OFFICES  
within GR DISTRICT OFFICE BOUNDARIES**

<b>GROW OFFICE and ORIENTATION SITE</b>	<b>REP/JSPC In GROW OFFICE</b>	<b>REP/JSPC in CONTRACTOR SITE</b>	<b>PRIMARY LANGUAGE SERVED</b>
<b>POMONA</b> 416 N. Garey Avenue Pomona, CA 91767	<b>YES</b>	<b>NO</b>	English, Spanish
<b>SOUTH SPECIAL</b> 17600 "B" Santa Fe Rancho Dominguez, CA 90221	<b>NO</b>	<b>YES</b>	English, Spanish Cambodian, Vietnamese
<b>SOUTH CENTRAL</b> 2701 Firestone Avenue South Gate, CA 90280	<b>YES</b>	<b>NO</b>	English, Spanish
<b>SOUTHWEST SPECIAL</b> 1326 W. Imperial Highway Los Angeles, CA 90044	<b>YES</b>	<b>NO</b>	English, Spanish Vietnamese
<b>GLENDALE</b> 4680 San Fernando Road Glendale, CA 91204	<b>NO</b>	<b>YES</b>	English, Spanish Armenian, Russian
<b>LANCASTER</b> 43770 15 <sup>th</sup> Street West Lancaster, CA 93534	<b>YES</b>	<b>NO</b>	English, Spanish
<b>SAN FERNANDO</b> 12847 Arroyo Street Sylmar, CA 91342	<b>NO</b>	<b>YES</b>	English, Spanish Armenian

\*This column indicates the most common primary languages served in each listed office. However, CONTRACTOR must be prepared to serve other languages if requested to do so by COUNTY.

**GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW)  
CASELOAD PROJECTIONS**

**Average Monthly Attendance Projections by GROW Office - FY 2006-07  
and Average Full-time Job Placement Rate – 06/05-11/05**

<b>GROW OFFICE</b>	<b>No. of Projected Scheduled Orientation</b>	<b>Orientation Average Show Rate</b>	<b>No. of Projected Scheduled JSPC</b>	<b>JSPC Average Show Rate</b>	<b>Average Full-time Job Placement Monthly Rate (6/05-11/05)</b>
Civic Center	374	74%	103	60%	9%
Glendale	197	60%	44	56%	0*
Lancaster	286	65%	97	60%	9%
Metro East	353	63%	108	63%	8%
Metro King	205	63%	63	63%	11%
Metro Special	734	59%	233	57%	18%
Pasadena	213	63%	78	46%	22%
Pomona	123	85%	22	58%	28%
Rancho Park	303	60%	87	51%	16%
San Fernando	211	68%	43	42%	23%
San Gabriel	253	74%	83	49%	35%
South Central	219	66%	118	42%	11%
South Special	1,034	63%	317	41%	14%
Southwest Special	698	72%	249	50%	5%
Wilshire Special	250	67%	85	59%	31%

**GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW)  
SAMPLE MONTHLY INVOICE**

**GROW ORIENTATION & JOB SKILLS PREPARATION CLASS SERVICES  
SAMPLE MONTHLY INVOICE**

Invoice Date: \_\_\_\_\_ Invoice Number: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONTRACTOR SSN/Taxpayer ID Number: \_\_\_\_\_

Invoice Period: From: \_\_\_\_\_ To: \_\_\_\_\_

**Monthly Reimbursement:**

A. Orientation (flat fee) \$ \_\_\_\_\_

B. Rapid Employment and Promotion Activity (flat fee) \$ \_\_\_\_\_

C. Job Skill Preparation Class (flat fee) \$ \_\_\_\_\_

**Total Monthly Invoice Amount (A+B+C) \$ \_\_\_\_\_**

\_\_\_\_\_  
Financial Officer Date Signed \_\_\_\_\_

\_\_\_\_\_  
TO BE COMPLETED BY COUNTY CONTRACT ADMINISTRATOR (CCA)

Job Skills Preparation Class Services

CONTRACTOR failed to meet the Standard Job Placement Rate of 8 percent:  
Performance Penalty \$ \_\_\_\_\_

CONTRACTOR assessed the Bonus Payment Provision's fiscal deduction: \$ \_\_\_\_\_

**Total Due to CONTRACTOR \$ \_\_\_\_\_**

\_\_\_\_\_  
CCA Signature Date Signed \_\_\_\_\_

**GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)  
SAMPLE BONUS PAYMENT INVOICE**



**GROW JOB SKILLS PREPARATION CLASS (JSPC) SERVICES  
SAMPLE BONUS INVOICE**

MONTH: \_\_\_\_\_

**BONUS PAYMENT - UPON DPSS APPROVAL**

Total No. of Full-time Job Placements	No. of Job Placements meet 8% Standard	No. of Job Placements above 15% Standard	Claimed Bonus Amount	Total Bonus Amount Due

For instructions, please refer to Section 5.4, Job Placement Bonus Provision.

**BONUS PAYMENT OR CREDIT DUE: \$**\_\_\_\_\_

**State type of employment verification provided:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Contractor's Authorizing Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
CCA's Authorizing Signature

\_\_\_\_\_  
Date Signed

**GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)  
SAMPLE RECONCILIATION INVOICE  
(FOR GOVERNMENTAL AGENCIES ONLY)**

**GROW ORIENTATION & JOB SKILLS PREPARATION CLASS SERVICES  
SAMPLE RECONCILIATION INVOICE**

Invoice Date: \_\_\_\_\_ Invoice Number: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

CONTRACTOR SSN/Taxpayer ID Number: \_\_\_\_\_  
\_\_\_\_\_

Reconciliation Period: From: \_\_\_\_\_ To: \_\_\_\_\_

**Actual Costs Reimbursement:** (see detail attachment on pages 2 and 3)

- A. Orientation Actual Costs \$ \_\_\_\_\_
- B. Rapid Employment and Promotion Activity \$ \_\_\_\_\_
- C. Job Skill Preparation Class Actual Costs \$ \_\_\_\_\_

**Sub-Total (Actual Costs without bonus payment)** \$ \_\_\_\_\_

- D. Incentive Payment \$ \_\_\_\_\_
- E. Bonus Payment \$ \_\_\_\_\_
- F. Less Previous Payments \$ \_\_\_\_\_

**Total Balance Due (A + B + C +D +E minus F)** \$ \_\_\_\_\_

\_\_\_\_\_  
Contractor's Authorizing Name (print) Contractor's Authorizing Signature Date Signed

\_\_\_\_\_  
CCA's Authorizing Name (print) CCA's Authorizing Signature Date Signed

**MONTHLY MANAGEMENT REPORT**  
**(TO BE FINALIZED PRIOR TO THE START OF THE CONTRACT)**

# GROW ORIENTATION, RAPID EMPLOYMENT/PROMOTION ACTIVITY AND JOB SKILLS PREPARATION CLASS SERVICES REPORTS

REPORT MONTH: \_\_\_\_\_

SITE: \_\_\_\_\_

TYPE of SERVICE: \_\_\_\_\_

## DATA TO BE REPORTED:

## OTHER DATA TO BE REPORTED

### Orientation Activity

Number of Sessions Scheduled  
Total Number of Sessions Started  
Number of Participants Scheduled  
Number of Participants Shows  
Number of Participants Dropped Out  
Number of Participants No-Shows  
Number of Participants Completes  
Number of Participants Referred Back to Case Manager:  
Number of Participants Referred for Supportive Services (specify):

Number/Percentage of Participant  
Feedback Sheets Completed per activity  
Analysis of Participant Evaluation Collected  
Number of Job Development Activities  
Use of Community and Outside Resources  
Complaints Received and their Outcomes

### Rapid Employment and Promotion Activity (REP)

Number of Sessions Scheduled  
Total Number of Sessions Started  
Number of Participants Scheduled  
Number of Participants Starts  
Number of Participants Dropped Out  
Number of Participants No-Shows  
Number of Participants Completes  
Number of Participants Referred Back to Case Manager:  
Number of Participants Referred for Supportive Services (specify):  
Number of Full-time Job Placements  
Number of Part-time Job Placements

### Job Skills Preparation Class Activity (JSPC)

Number of Sessions Scheduled  
Total Number of Sessions Started  
Number of Participants Scheduled  
Number of Participants Starts  
Number of Participants Dropped Out  
Number of Participants No-Shows  
Number of Participants Completes  
Number of Participants Referred Back to Case Manager:  
Number of Participants Referred for Supportive Services (specify):  
Number of Full-time Job Placements  
Number of Part-time Job Placements

**NOTE: Supporting documentation must accompany all reported data as verification.**

**GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)  
SUPPORTIVE SERVICES REFERRALS**



**GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)  
ORIENTATION, RAPID EMPLOYMENT & PROMOTION (REP)  
AND JOB SKILLS PREPARATION CLASS (JSPC)  
ATTENDANCE SHEET**





**GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)  
VERIFICATION OF EMPLOYMENT**

**VERIFICATION OF GROW PARTICIPANT EMPLOYMENT  
(FAX TO: ATTN: GROW SITE CASE MANAGER)**

Date: \_\_\_\_\_

**GROW CASE INFORMATION**

Participant Name: \_\_\_\_\_

Case No.: \_\_\_\_\_ JSPC Start Date: \_\_\_\_\_

GROW Site: \_\_\_\_\_ GROW Case Manager: \_\_\_\_\_

**JSPC PROVIDER INFORMATION**

Provider Name: \_\_\_\_\_

Provider Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Prepared By: \_\_\_\_\_

**VERIFIED EMPLOYMENT INFORMATION**

Job Title: \_\_\_\_\_ Type of Business: \_\_\_\_\_

Employer: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number: \_\_\_\_\_

Prepared By: \_\_\_\_\_

Person Providing Information

Job Title

Job Hire Date: \_\_\_\_\_ Job Start Date: \_\_\_\_\_

Total Number of Hours per Week: \_\_\_\_\_

Salary Wage: Hourly: \_\_\_\_\_ Weekly: \_\_\_\_\_ Monthly \_\_\_\_\_

Is the Job:  Temporary  Permanent If Temporary, date the job ends: \_\_\_\_\_

Additional Comment(s): \_\_\_\_\_

\_\_\_\_\_  
Provider Signature

\_\_\_\_\_  
Date Verified Employment

**GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)  
ORIENTATION CURRICULUM OUTLINE**

## ORIENTATION CURRICULUM SUMMARY OUTLINE

- I. Welcome and Introductions – Ice Breaker activities
  - Welcome Aboard GROW Presentation
  - Welcome Aboard for Journey to Success Presentation
  - Video Presentation
  - Puzzle Exercise – closing ice breaker activity
- II. Orientation to the GROW Program
  - Discuss time limits
  - Discuss Job Club and Job Search activities:
    - Completing applications and resumes; interviewing, and networking
  - Dress for Success
- III. Passport to Success - Success is a Journey not a Destination
  - Personal life, Professional life, Education/Training Experiences
  - “How Change Affects Us” Exercise
- IV. Port One - Discover Yourself
  - Identify Your Good Qualities
  - Negativity that are Obstacles/Barriers to Success
    - Duffel Bag Demonstration
  - Assessment of Qualities and Skills for Success
    - Treasure Chest Activity
  - Stuff + How you Deal with Stuff = What Happens
    - Ticket Demonstration
  - Energize your Environment
    - Flashbacks
    - Affirmations
- V. Port Two - Develop the Plan
  - GOALS booklet – Brainstorm GOALS
  - Attainable GOALS - When, Who, What, Why Exercise
  - Plan of Action – Create a Calendar
    - Subgoals, Roadblocks
- VI. Port Three – Drive Forward
  - RUN = Research, Understand, Network
  - Murphy’s Law
  - Hot and Cold Game
- VII. Bon Voyage - Certificate of Completion

**GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)  
JOB SKILLS PREPARATION CLASS (JSPC)  
CURRICULUM OUTLINE**

## JOB SKILLS PREPARATION CLASS CURRICULUM SUMMARY OUTLINE

### WEEK ONE

#### DAY 1

- Welcome and Introductions
- Motivation Workshop
  - PMA = Positive Mental Attitude
  - Stuff + How you Deal with Stuff = What Happens
  - I Feel Great Exercise
- Orientation to Job Club and Job Search Activities
  - General Relief versus Working
  - Your Expectations and Job Club Rules
  - Success/Achievement
  - Mock Interviews

#### DAY 2

- Welcome Back – Ice Breaker Activity
- Job Application Workshop
- PMA – GOAL Discussion
- Personal Strengths
- Cross Referencing
- Resource Center

#### DAY 3

- Welcome Back – Ice Breaker Activity
- GOAL Setting
- Resume Writing Workshop
- Interviewing Workshop
  - Interviewing Preparation
  - Interviewing Skills
  - Interview Practice
  - Interview Closing

#### DAY 4

- Welcome Back – Ice Breaker Activity
- GOAL Action Plan
- PMA – Self-Esteem Exercise
- Interview Practice
- Resume Completion
- Hidden Job Market
- Telemarketing

#### DAY 5

- Welcome Back – Guess Who I Am Activity
- Mock Interviews
- Once You Have a Job – Road to Success
- Reasons for Being Fired
- Work Habits
- Review of Week's Activities

## **JOB SKILLS PREPARATION CLASS CURRICULUM SUMMARY OUTLINE - continued**

### **WEEK TWO – JOB SEARCH**

*DAY 1 through DAY 5*

Welcome Check-in  
Share Job Search Progress and Group Discussion  
Motivational Quote and Discussion  
Review of Passport Topic or Revisit “Journey to Success”  
Dismissal from classroom

Cold Calls and Individualized Job Search Instructions

Participants will have an opportunity to develop job leads by reviewing the hidden job market and utilizing their cross-referencing list to make at least twenty-five (25) cold calls per day. Once clients have developed at least three (3) job leads, they will meet with the facilitator to discuss their job leads and strategize their daily job search.

### **WEEK THREE – JOB SEARCH**

*DAY 1 through DAY 5*

Welcome Check-in  
Share Job Search Progress and Group Discussion  
Motivational Quote and Discussion  
Dismissal from classroom

Cold Calls and Individualized Job Search Instructions

Participants will have an opportunity to develop job leads by reviewing the hidden job market and utilizing their cross-referencing list to make at least twenty-five (25) cold calls per day. Once clients have developed at least three (3) job leads, they will meet with the facilitator to discuss their job leads and strategize their daily job search.

### **NOTE: WEEK THREE, DAY 5**

Before dismissal from classroom, Certificates of Completion



**GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)  
RAPID EMPLOYMENT AND PROMOTION (REP)  
PARTICIPANT FLOW OUTLINE**

## **GROW Rapid Employment/Promotion (REP) Participant Flow Outline**

The Contractor's Facilitator is referred to as the "Job Coach" and performs the following tasks:

### **1. ORIENTATION MOTIVATION (O/M) PRESENTATION**

- During Orientation Motivation "Discover Yourself" part, Job Coach introduces Holland's Code Interest party. Participants identify three primary interest areas.
- Towards the end of the session, Job Coach and GSW conduct a 5-6 minute presentation on REP and/or Early Job Search (EJS) programs. Note: The EJS program is administered by DPSS staff.
- Job Coach gives all participants a "Participant Interest" form to complete, sign and return DPSS required form, participants turn form in to their GROW worker immediately following the end of the O/M presentation.

#### **Orientation Motivation**

- At the end of O/M, Job Coach, or O/M Class Facilitator will meet with "REP" interested participants, to schedule an appointment for the "Intake Interview" (appointment card given).

The participant's three primary interest codes are recorded on the back of the appointment card for future reference. Staff member also fills out "Initial Screening Log" (For tracking purposes).

- Participants, who are not interested in either program, continue on to regular GROW program flow.

### **2. INTAKE INTERVIEW**

Before the "Intake Interview", the Job Search Assistant (JSA) or Office Assistant, prepares the participant intake folders with all the necessary forms needed for the Job Coach to conduct interview process.

#### **Intake Interview**

- Job Coach conducts interview. When recommended, GSW provides participant's GROW program history.

- If participant is accepted into REP program, Job Coach brings participant to job search area to complete “Tell Me About Yourself” and Practice Application” handouts. Job Coach, JSA or Office Assistant take copies of necessary documents for file (Social Security card, Drivers License and proof of registration with EDD).
- Job Coach fills our “Enrollment Notice” form and walks both the form and accepted participant over to the “Designated GSW” for completion of DPSS process of enrollment and to sign a DPSS contract of participation.
- If Job Coach determines participant is a better candidate for EJS, the Job Coach walks the participant over to the “Designated GSW” for enrollment in to that program.
- Once the participant completes “Practice Application” and “Tell Me about Yourself” handouts, participant returns to Job Coach for determination of needed workshops and to sign Participant Commitment” form.
- Job Coach determines needed REP workshops. Then Job Coach escorts the participant to the JSA or Office Assistant for scheduling of workshops.

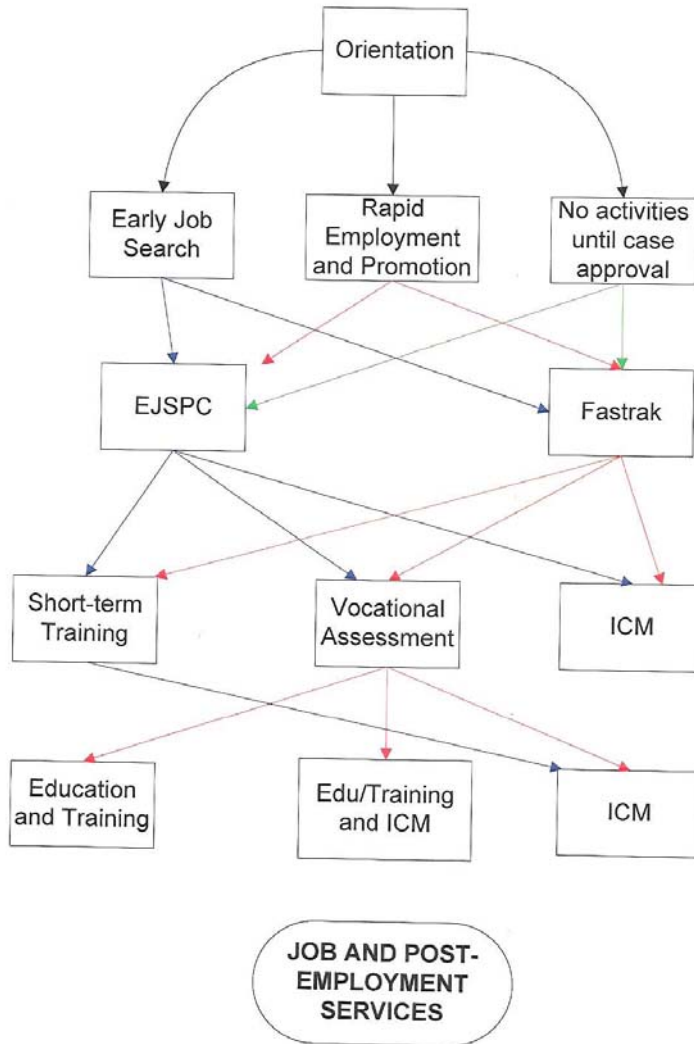
#### JSA or Office Assistant Role

The JSA will perform the following tasks:

- Determines staff availability (days and times) for needed workshop.
- Writes date and time of workshop on participant’s schedule and sends notification to facilitator of time and date needed to facilitate workshop.
- Writes information on monthly workshop calendar for future reference and makes note of schedule workshop in participants file folder. Issues weekly bus pass.
- Administers “Aptitude Survey” at the Job Coach request, scores the survey and advises Job Coach of the results.
- Develops the “Employment Plan of Action” with the participant. Introduces the “Participant Employment Profile” to the participant and works with the participant on completing specific sections of the Profile. See “Participant Employment Plan Summary”.
- Works with the participant to insure he/she is prepared and has all information to continue following the program’s guidelines.

- Gives the participant a tour of the Job Search room. Instructs the participant on the proper use of facsimile, employer contact sheet, job lead board and rules of job search.
- Collaborates with the Job Coach to determine date of participant's return for follow-up purposes and job leads. Posts participant's return information in participant file folder or "Plan of Action" schedule, gives a copy to the participant and retains a copy in the participant's folder. Posts return information on weekly posted participant calendar.
- Pulls "Participant Employment Profile", gives to workshop facilitator for use in assisting participants in completing corresponding sections during facilitation of REP workshops. Makes sure to collect Profile after workshop completion and return to participant file folder.

**GROW  
ENHANCEMENTS  
FLOW CHART**



**Employed participants receive post-employment services for up to 90 days after the case is terminated for earnings.**

**GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)  
RAPID EMPLOYMENT AND PROMOTION (REP)  
WORKSHOP MENU**

## **GROW REP Workshop Menu**

### **Applications**

This interactive workshop is designed to teach participants how to fill out an employment application completely and correctly and to provide tips and tools for completing job applications. The workshop is also designed to assist participants in closing gaps in employment on the application and in increasing their awareness of how applications are screened.

### **Background Check to Paycheck**

The focus of this workshop is to provide information on how to expunge criminal records in order to enable participants to become more employable. To provide practical tools and techniques for participants with criminal backgrounds to seek employment.

### **Interview Techniques**

This workshop is designed to teach tools and techniques for a successful job interview. The workshop will provide participants with appropriate responses for the Eight Most Common Interview Questions. Participants will also be made aware of some additional questions they can/should ask during a job interview. The workshop will also allow participants to practice a mock interview to prepare for job searching.

### **It's Your Career**

The focus of this workshop is to assist participants in identifying their interests and "work values" through occupational surveys. Importance is placed on utilizing survey results to plan a focused and purposeful job search.

### **Job Retention**

This workshop is designed to focus on job retention through accountability and to provide participants with coping mechanism to retain employment. Role playing activities are designed to introduce and/or review how being accountable, and demonstrating positive attitudes and actions, can increase your ability to reach your full employment potential.

### **Positive Mental Attitude (PMA)**

This workshop is designed to assist participants with identifying how their attitude can affect all areas of their lives in particular, self-esteem. That attitude can prevent you from moving forward with your life and that self-esteem has a direct impact on one's thinking and choices. This workshop aims at increasing the participants' awareness of their attitudes and gives them tools to promote a positive mental attitude.

### **Resumes**

This interactive workshop is designed to teach participants how to create a professional resume that is tailored to meet their specific needs. This workshop will also increase participant's awareness of the various types of resumes and how these resumes are screened in the job search process.

### **Solutions to Intensive Barriers**

This interactive workshop is designed to assist participants with the identification of barriers and development of solutions regarding Job Club participation and procurement of employment. The workshop aims at increasing participant's awareness of available internal and external resources. Participants are empowered by developing viable solutions to real-life challenges.

### **Your Personal Best**

Participants will learn the impact that a good first impression can have on their employability. Workshop will focus on making participants aware of products and strategies aimed at promoting proper hygiene and a professional appearance.



**ATTACHMENT B**  
**CONTRACTOR'S BUDGET**

**REQUIRED BUDGET FORM  
GROW ORIENTATION SERVICES**

**REQUIRED BUDGET FORM  
GROW RAPID EMPLOYMENT AND PROMOTION ACTIVITY**

**REQUIRED BUDGET FORM  
GROW JOB SKILLS PREPARATION CLASS SERVICES**

**GROW ORIENTATION SERVICES  
REQUIRED BUDGET NARRATIVE FORM**

**GROW RAPID EMPLOYMENT AND PROMOTION ACTIVITY  
REQUIRED BUDGET NARRATIVE FORM**

**GROW JOB SKILLS PREPARATION CLASS SERVICES  
REQUIRED BUDGET NARRATIVE FORM**

**REQUIRED EMPLOYEE BENEFITS WORKSHEET**



## REQUIRED PERSONNEL SCHEDULE

**ATTACHMENT C**

**CERTIFICATION OF  
NO CONFLICT OF INTEREST**

**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 twelve (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 department submitting, district or agency that the provisions of this section have not been violated.

---

Proposer Name

---

Proposer Official Title

---

Official's Signature

**ATTACHMENT D**  
**FAMILIARITY OF THE COUNTY LOBBYIST**  
**ORDINANCE CERTIFICATION**

**FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION**

The Proposer certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Proposer also certifies that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT E**  
**EEO CERTIFICATION**

# EEO CERTIFICATION

CONTRACTOR's Name \_\_\_\_\_

Address \_\_\_\_\_

Internal Revenue Service Employer Identification Number \_\_\_\_\_

## GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, 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, color, 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.

## CERTIFICATION

- |   | <b>(circle one)</b> |    |
|---|---------------------|----|
| 1. CONTRACTOR has a written policy statement prohibiting discrimination in all phases of employment.  | Yes                 | No |
| 2. CONTRACTOR periodically conducts a self-analysis or utilization analysis of its work force.  | Yes                 | No |
| 3. 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 |

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT F**

**NONDISCRIMINATION  
IN SERVICES CERTIFICATION**



**NONDISCRIMINATION IN SERVICES CERTIFICATION**

CONTRACTOR's 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 *Americans 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, 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.

**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 bidder/offeror has a system for taking reasonable corrective action within a specified length of time. Yes    No

\_\_\_\_\_  
Name and Title of Signer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT G**

**CONTRACTOR/VENDOR  
ASSURANCE OF COMPLIANCE OF  
CIVIL RIGHTS RESOLUTION AGREEMENT**

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE  
OF CIVIL RIGHTS RESOLUTION AGREEMENT  
WITH THE LOS ANGELES COUNTY  
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, "Company" agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, "Company", also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a contractor with DPSS, "Company", agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, "Company", agrees to comply with the requirements of the Resolution Agreement and "Company" understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, "Company", agree to the aforementioned.

\_\_\_\_\_  
Director's Signature (Contractor)

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Contractor's Address

**ATTACHMENT H**

**ATTESTATION OF WILLINGNESS TO  
CONSIDER GAIN/GROW PARTICIPANTS**

**ATTESTATION OF WILLINGNESS TO CONSIDER  
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, CONTRACTOR 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, CONTRACTOR shall attest to a willingness to provide employed GAIN/GROW participants access to the CONTRACTOR's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

CONTRACTORS unable to meet this requirement shall not be considered for contract award.

CONTRACTOR shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

- A. CONTRACTOR has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.

\_\_\_\_\_ YES    \_\_\_\_\_ NO (subject to verification by County)

- B. CONTRACTOR is willing 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. CONTRACTOR is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

\_\_\_\_\_ YES    \_\_\_\_\_ NO    \_\_\_\_\_ N/A (Program not available)

CONTRACTOR Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tel.#: \_\_\_\_\_ Fax #: \_\_\_\_\_

**ATTACHMENT I**

**CONTRACTOR EMPLOYEE  
ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT**

## **CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT**

### **GENERAL INFORMATION**

Your employer, \_\_\_\_\_, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

### **ACKNOWLEDGMENT OF EMPLOYER**

- *I understand that \_\_\_\_\_ is my sole employer for purposes of this employment.*
- *I rely exclusively upon \_\_\_\_\_ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles County for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer \_\_\_\_\_ and the County of Los Angeles.*

\_\_\_\_\_ **(Initial and date)**

### **CONFIDENTIALITY AGREEMENT**

As an employee of \_\_\_\_\_, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by \_\_\_\_\_ for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT  
AND CONFIDENTIALITY AGREEMENT  
(Continued)**

**Please read the following Contract and take time to consider it prior to signing:**

*I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between \_\_\_\_\_ and the County of Los Angeles.*

- *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with \_\_\_\_\_ or completion of the presently assigned work task, whichever occurs first.*
- *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

\_\_\_\_\_ **(Initial and Date)**

**CONFLICT OF INTEREST POLICY**

**I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.**

These are some of the programs that are administered by DPSS:

- California Work Opportunity and Responsibility for Kids (CalWORKs)
- Los Angeles County General Relief Program (GR)
- California Medi-Cal Program (Medi-Cal)
- Food Stamps Program (FS)
- Social Services to Adults, Children, and Families
- Supervision of Children Placed in Foster Care
- Cuban/Haitian Entrant Program (CHEP)
- Refugee Resettlement Program (RRP)
- Special Circumstances (SC)



**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND  
CONFIDENTIALITY AGREEMENT  
(Continued)**

**CONFLICT OF INTEREST POLICY (Cont.)**

**DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER \_\_\_\_\_, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.**

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR's employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

**IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.**

Name: \_\_\_\_\_  
Contractor Employee's Signature

\_\_\_\_\_  
Date

Name: \_\_\_\_\_  
Please Print Contractor Employee's Name

Social Security Number: \_\_\_\_\_

Working Title: \_\_\_\_\_

Original: Contractor  
Copy: Contractor Employee

**ATTACHMENT J**

**CONTRACTOR EMPLOYEE  
JURY SERVICE PROGRAM  
CERTIFICATION FORM AND  
APPLICATION FOR EXCEPTION**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County's solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Proposers, whether a Contractor or Subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For _____ Services:		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I. (Attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

My business does not meet the definition of "Contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees, including full-time and part-time 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.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the Contract.

*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:

**ATTACHMENT K**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY AND  
VOLUNTARY EXCLUSION - LOWER TIERED  
COVERED TRANSACTION (45 C.F.R. PART 76)**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED  
COVERED TRANSACTION (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility, and  
Voluntary Exclusion - Lower Tiered Covered Transaction (45 C.F.R. Part 76)

1. This certification is 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 tiered covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntary 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 C.F.R. Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntary excluded from participation in this covered transaction, unless authorized by the department 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 Contract attached to the RFP, 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 voluntary 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 voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department 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 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 Contract 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

\_\_\_\_\_  
Print Name of Authorized Representative

**ATTACHMENT L**  
**EARNED INCOME CREDIT - NOTICE 1015**



Department of the Treasury  
Internal Revenue Service

**Notice 1015**

(Rev. December 2005)

**Have You Told Your Employees About the Earned Income Credit (EIC)?**

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**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 2005 are less than \$37,263 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, 2006.

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 by calling 1-800-829-3676, or from the IRS website at [www.irs.gov](http://www.irs.gov).

**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 the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

**How Do My Employees Claim the EIC?**

Eligible employees claim the EIC on their 2005 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 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

**How Do My Employees Get Advance EIC Payments?**

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

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Notice 1015 (Rev. 12-2005)  
Cat. No. 20599



**ATTACHMENT M**  
**SAFELY SURRENDERED**  
**BABY LAW FACT SHEET**



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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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#### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

#### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

#### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns 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?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

#### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

#### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

#### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

#### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

#### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

#### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed in with a loving family while the adoption process was started.

**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**

**ATTACHMENT N**  
**CHARITABLE CONTRIBUTIONS**  
**CERTIFICATION**

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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**Company Name**

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**Address**

---

**Internal Revenue Service Employer Identification Number**

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**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.

<b>CERTIFICATION</b>	<b>YES</b>	<b>NO</b>
<b>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.</b>	<b>( )</b>	<b>( )</b>

**OR**

<b>Proposer or Contractor is registered with the California Registry of Charitable Trusts under 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.</b>	<b>( )</b>	<b>( )</b>
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**Signature**

**Date**

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**Name and Title (please type or print)**

**ATTACHMENT O**  
**COUNTY ADMINISTRATION**

# COUNTY'S ADMINISTRATION

**CONTRACT NUMBER:** CMD 06-01

## COUNTY CONTRACT DIRECTOR

Name: Ida L. Rivera  
Title: County Contract Director  
Address: 12900 Crossroads Parkway So.,  
East Annex, 2<sup>nd</sup> floor  
City of Industry, CA 91746  
Telephone: 562-908-3001  
Facsimile: 562-908-0590  
E-Mail Address: [IdaRivera@ladpss.org](mailto:IdaRivera@ladpss.org)

## COUNTY CONTRACT MANAGER

Name: Sandra Duran  
Title: County Contract Manager  
Address: 12900 Crossroads Parkway So.,  
East Annex, 2<sup>nd</sup> floor  
City of Industry, CA 91746  
Telephone: 562-908-3006  
Facsimile: 562-908-0590  
E-Mail Address: [SandraDuran@ladpss.org](mailto:SandraDuran@ladpss.org)

## COUNTY CONTRACT MONITOR

Name: Traci Denby  
Title: County Contract Monitor  
Address: 12900 Crossroads Parkway So.,  
East Annex, 2<sup>nd</sup> floor  
City of Industry, CA 91746  
Telephone: 562-908-3560  
Facsimile: 562-908-0590  
E-Mail Address: [TraciDenby@ladpss.org](mailto:TraciDenby@ladpss.org)

## COUNTY CONTRACT SUPERVISOR II

Name: Lisa Hamilton  
Title: County Contract Supervisor II  
Address: 12900 Crossroads Parkway So.,  
East Annex, 2<sup>nd</sup> floor  
City of Industry, CA 91746  
Telephone: 562-908-3561  
Facsimile: 562-908-0590  
E-Mail Address: [LisaHamilton@ladpss.org](mailto:LisaHamilton@ladpss.org)

## COUNTY CONTRACT ADMINISTRATOR

Name: Dale Oishi-Kocker  
Title: County Contract Administrator  
Address: 12900 Crossroads Parkway So.,  
East Annex, 2<sup>nd</sup> floor  
City of Industry, CA 91746  
Telephone: 562-908-3016  
Facsimile: 562-908-0590  
E-Mail Address: [DaleOishiKocker@ladpss.org](mailto:DaleOishiKocker@ladpss.org)

Name: Lisa Sanchez  
Title: County Contract Monitor  
Address: 12900 Crossroads Parkway So.,  
East Annex, 2<sup>nd</sup> floor  
City of Industry, CA 91746  
Telephone: 562-908-3559  
Facsimile: 562-908-0590  
E-Mail Address: [LisaSanchez@ladpss.org](mailto:LisaSanchez@ladpss.org)

**ATTACHMENT P**  
**CONTRACTOR ADMINISTRATION**



## CONTRACTOR'S ADMINISTRATION

Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

### 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 address:

Address:

Facsimile:

E-Mail Address:

**ATTACHMENT Q**

**CIVIL RIGHTS COMPLAINT  
CONTRACTOR FORM AND FLOWCHART**

**COMPLAINT OF DISCRIMINATORY TREATMENT**

**TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES  
CIVIL RIGHTS & LANGUAGE SERVICES SECTION  
12860 CROSSROADS PARKWAY SOUTH  
CITY OF INDUSTRY, CALIFORNIA 91746**

**CASE NAME:**

**CASE NUMBER:**

I, \_\_\_\_\_, hereby file this complaint of discriminatory treatment and  
(Please print your name) request that an investigation be conducted.

**I believe I was discriminated against because of my:**

<input type="checkbox"/> RACE	<input type="checkbox"/> RELIGION	<input type="checkbox"/> COLOR
<input type="checkbox"/> NATIONAL ORIGIN	<input type="checkbox"/> SEX	<input type="checkbox"/> AGE
<input type="checkbox"/> POLITICAL AFFILIATION	<input type="checkbox"/> MARITAL STATUS	<input type="checkbox"/> DISABILITY

**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:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PA - 607 (REVISED 7/01)

## CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS

