



**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

**REQUEST FOR PROPOSALS
FOR
GAIN CASE MANAGEMENT SERVICES**

RFP CMD # 16-02

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Prepared by
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Department of Public Social Services
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TABLE OF CONTENTS

1.0	INTRODUCTION	1
2.0	PURPOSE/AGREEMENT FOR GAIN CASE MANAGEMENT SERVICES	1
2.1	Statement of Work.....	2
2.2	Sample Agreement: Standard County Terms and Conditions	9
2.2.1	Anticipated Contract Term	9
2.2.2	Contract Rates	9
2.2.3	Days of Operation	9
2.2.4	Indemnification and Insurance	10
2.2.5	SPARTA Program	10
2.2.6	Intentionally Omitted	10
3.0	PROPOSER’S MINIMUM MANDATORY QUALIFICATIONS	10
4.0	COUNTY’S RIGHTS AND RESPONSIBILITIES	11
4.1	Final Contract Award by the Board of Supervisors.....	11
4.2	County Option to Reject Proposals.....	11
4.3	County’s Right to Amend Request for Proposals	11
4.4	Background and Security Investigations.....	12
4.5	County’s Quality Assurance Plan	12
5.0	PROPOSER’S REQUIREMENTS AND CERTIFICATIONS	12
5.1	Notice to Proposers Concerning the Public Records Act.....	12
5.2	Contact with County Personnel	13
5.3	Mandatory Requirement to Register on County’s WebVen	14
5.4	Protest Policy Review Process	14
5.5	Injury and Illness Prevention Program.....	15
5.6	Confidentiality and Independent Contractor Status	15
5.7	Conflict of Interest.....	15
5.8	Determination of Proposer Responsibility.....	15
5.9	Proposer Debarment	17
5.10	Adherence to County’s Child Support Compliance Program.....	19
5.11	Gratuities.....	19

TABLE OF CONTENTS

5.12	Notice to Proposers Regarding the County Lobbyist Ordinance	20
5.13	Federal Earned Income Credit	20
5.14	Consideration of GAIN/GROW Participants for Employment	20
5.15	Recycled Bond Paper	21
5.16	Safely Surrendered Baby Law.....	21
5.17	Jury Service Program	21
5.18	Living Wage Program	22
5.19	Notification to County of Pending Acquisitions/Mergers	25
5.20	Proposer’s Charitable Contributions Compliance	25
5.21	Defaulted Property Tax Reduction Program.....	26
5.22	Time Off for Voting	27
6.0	COUNTY’S PREFERENCE PROGRAMS	27
6.1	County Policy on Doing Business with Small Business	27
6.2	Local Small Business Enterprise Preference Program	27
6.3	Local Small Business Enterprise (SBE) Prompt Payment Program	28
6.4	Disabled Veteran Business Enterprise Preference Program (DVBE).....	28
6.5	Transitional Job Opportunities Preference Program.....	29
7.0	PROPOSAL SUBMISSION REQUIREMENTS	30
7.1	Truth and Accuracy of Representations	30
7.2	RFP Timetable.....	30
7.3	Solicitation Requirements Review	31
7.4	Proposers’ Questions	31
7.5	Submission of Application for Exemption to Living Wage Program	32
7.6	Proposers’ Conference	32
7.7.	Preparation of the Proposal.....	33
7.8.	Business Proposal Format	34
7.9	Cost Proposal Format.....	56
7.10	Firm Offer/Withdrawal of Proposal.....	58
7.11	Proposal Submission.....	58

TABLE OF CONTENTS

8.0	SELECTION PROCESS AND EVALUATION CRITERIA.....	60
8.1	Selection Process.....	60
8.2	Adherence to Minimum Requirements (Pass/Fail)	61
8.3	Disqualification Review.....	62
8.4	Business Proposal Evaluation and Criteria (65%)	63
8.5	Cost Proposal Evaluation Criteria (35%)	65
8.6	Labor Law/Payroll Violations	66
8.7	Department's Proposed Contractor Selection Review	66
8.8	County Independent Review Process.....	67

APPENDICES:

A	Statement of Work: Explains in detail the required services to be performed by the Contractor, include Exhibits to the Statement of Work
B	Statement of Work Technical Exhibits: Included Exhibits to the Statement of Work.
C	Sample Contract: Identifies the terms and conditions in the Contract.
D	Required Forms: Forms that must be completed and included in the proposal.
E	Transmittal Form to Request a Solicitation Requirements Review: Transmittal sent to Department requesting a Solicitation Requirements Review.
F	County of Los Angeles Policy on Doing Business With Small Business: County Policy
G	Jury Service Ordinance: County Code
H	Listing of Contractors Debarred in Los Angeles County: Contractors who are not allowed to contract with the County for a specific length of time.
I	IRS Notice 1015: Provides information on Federal Earned Income Credit.
J	Safely Surrendered Baby Law: County Program
K	Living Wage Ordinance: County Code
K-1	Living Wage Rates Annual Adjustments
L	Determination of Contractor Non-Responsibility and Contractor Debarment: County Code

TABLE OF CONTENTS

- M Guidelines for Assessment of Proposer Labor Law/Payroll Violations:** Guidelines that will be used to determine whether the County will deduct evaluation points for labor/law payroll violations.
- N Background and Resources: California Charities Regulation:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources. (if applicable)
- O Defaulted Property Tax Reduction Program:** County Code

1.0 INTRODUCTION

The Los Angeles County Department of Public Social Services (DPSS) is releasing this Request for Proposal (RFP) to solicit proposals from qualified vendors who are interested in providing management and delivery of case management services of the County's Welfare-to-Work (WtW) program, Greater Avenues for Independence (GAIN), in northern and northwestern areas of Los Angeles County (San Fernando Valley and Antelope Valley) under the supervision of the County, and under rules and regulations governing the State's CalWORKs GAIN program. Interested vendors will be responsible for providing on-going management and maintenance of the daily operations of WtW activities in County's GAIN Regions II and VII. Appendix B, Technical Exhibit B-3, Caseload Projections by Language, provides a chart of the caseload projections by language for each of the Regions and Technical Exhibit B-4, Description of GAIN Regions II and VII, provides a geographical description of the boundaries and cities in the Regions.

2.0 PURPOSE/AGREEMENT FOR GAIN CASE MANAGEMENT SERVICES

For this RFP, delivery of services will be required in offices serving GAIN Regions II and VII. Proposers may bid on one or both GAIN Regions II and VII. A separate proposal must be submitted for each proposal group. Proposals for Region II, Region VII, and the combined Regions II and VII, will be evaluated against each other. For additional details as to how the County will evaluate these three proposal groups, refer to Section 8.0, Selection Process and Evaluation Criteria of this RFP.

Proposers submitting a proposal for the combined GAIN Regions II and VII may reflect a similar staffing arrangement, but Proposers must ensure the staffing plan adequately meets the needs of the Region, the GAIN program, and GAIN program participants, and is supportive of its overall business plan.

Successful proposers will provide GAIN Case Management Services for the following GAIN Regions which include six (6) service sites as shown below. County at its sole discretion may modify and/or reconfigure any or all parts of the County-provided space. County provided GAIN sites are subject to change.

REGION	GAIN SITES	LOCATION PROVIDED BY:
II	Chatsworth	County
	Palmdale	County
	Santa Clarita	County
VII	Burbank	County
	Glendale	County
	Van Nuys	County

Award of a contract(s) will be made pursuant to 1) Section 44.7 of the Los Angeles County Charter (as implemented by Los Angeles County Code Chapter 2.121, pursuant to which the County is permitted to contract with private businesses to perform services when it is more economical to do so); 2) the Proposer's submission of a cost-effective proposal to the County for such services; 3) competitive negotiation under Los Angeles County Code, Section 2.121.330; and 4) a recommendation to the Board of Supervisors (Board) for award of the contract. The Los Angeles County Code may be accessed on the internet at:

https://www.municode.com/library/ca/los_angeles_county/codes/code_of_ordinances

To be consistent with the County ordinance, each cost proposal shall be subject to a test, as detailed in this RFP, Paragraph 8.2.1, Cost Effectiveness Test. Each cost proposal category (i.e., proposals for Regions II, VII, and the combined Regions) shall be compared with the County's avoidable costs associated with providing similar services in the proposed service areas.

2.1 Statement of Work

2.1.1 Scope of Case Management Services

The overall objective and goal is to assist CalWORKs participants to become self-sufficient by overcoming economic, educational, psycho-social, cultural and linguistic barriers, obtain and sustain long-term employment and achieve independence from welfare.

To achieve the objective of self-sufficiency, the County has structured this RFP to give the Proposer the opportunity to demonstrate flexibility and the creativity necessary to submit a solution that will effectively meet program goals, within the guidelines, rules and regulations provided by the County and State.

Proposers should submit proposals that:

- a. Describe innovative strategies to guide eligible individuals into self-sustaining employment, upwardly mobile career paths, higher earning potential and ultimately, off welfare dependency.
- b. Provide inventive solutions to address and resolve the participants' barriers to employment and facilitate job placement and job retention so participants can become self-sufficient.
- c. Demonstrate motivational and mentoring techniques that will promote the individual WtW participant's self-confidence and raise self-esteem to achieve independence.
- d. Assess each participant's situation and refer the participant to needed resources and be proactive in coordinating the

participant's efforts in meeting the individual's WtW responsibilities.

- e. Demonstrate the Proposer's business relationships to collaborate with the Regions' public/private agencies, community organizations, business partners, and other outside resources and how these collaboratives/partnerships can address the language and cultural needs of both Regions' populations and the GAIN participants.
- f. Describe the Proposer's plan in providing case management services that not only includes all the required services as described in Appendix A, Statement of Work, Section 3.0, Specific Tasks, but also describes any innovative methods of effectively assisting the participants in achieving self-sufficiency during the post-assessment period, including post-time limited period, within the guidelines, rules and regulations provided by the County and state. County will be particularly interested in this area as it is currently seeking meaningful innovations during this vital post-assessment phase to promote both positive outcomes for participants and to facilitate achievement of increasingly higher work participation rates.

Contractor shall be expected to implement the Statement of Work that is contained in Appendix A of this RFP.

2.1.2 Caseload Projections

In preparing a proposal, Proposers are to use the caseload projections provided in Appendix B, Technical Exhibit B-3, Caseload Projections by Language, for GAIN Regions II and VII for the period of March 1, 2017 through February 29, 2020.

The projected number of GAIN participants in each of the two Regions is the best available estimate of the workload Prospective Contractors can expect to experience for the three-year contract term. These projections by no means guarantee that the contractor will receive this number of cases. Should the County experience higher than expected caseloads, the Contractor has no guarantee that the contract's firm fixed fee will be adjusted to reflect the unexpected workload increase, unless otherwise allowed under Appendix C, Sample Contract, Section 5.0, Contract Sum, Subsection 5.9, Adjustments to Monthly Fixed Fee.

2.1.3 Background on the CalWORKs Programs Being Serviced

In 1996, welfare reform legislation was enacted via the Federal Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA). As a result, the Aid to Families with Dependent

Children (AFDC) program, which was an entitlement program based on federal statutes and rules, was replaced with the Temporary Aid to Needy Families (TANF) program, a program which provided federal block grants to states and allowed states great latitude in developing WtW programs to assist participants in becoming self-sufficient through employment.

In California, the new design for the welfare program was enacted by the California Welfare Reform Legislation, AB 1542. The California welfare program is called California Work Opportunities and Responsibility to Kids (CalWORKs) and was implemented January 1, 1998 in Los Angeles County. The CalWORKs program provides temporary financial assistance and employment-focused services to families with minor children who have income and property below State maximum limits for their family size. This program consists of two general services, eligibility and WtW. WtW is a federally mandated program that is administered by the CalWORKs program. This program seeks to provide social services that enable a participant to become self-sufficient and find living wage employment. As a result of the CalWORKs WtW legislation, the County developed a WtW program that is called GAIN. The CalWORKs/GAIN program must abide by State rules and regulations and as the State changes program regulations, the provider of these services must comply with the program changes. Throughout this RFP, GAIN and WtW are used interchangeably.

2.1.3.1 TANF Reauthorization

With the Reauthorization of TANF - California's CalWORKs Program - effective October 1, 2006, Congress requires states and counties to meet a fifty percent (50%) work participation rate. This means that fifty percent (50%) of CalWORKs aided adults (with limited federal exceptions), as well as adults sanctioned beyond three (3) months, and time-limited adults who have exceeded the forty-eight (48) month CalWORKs time-limit (with the exception of safety-net cases) need to be working and/or in a federally recognized WtW activity for the number of hours per week specified in federal law and regulations. In 2011, the CalWORKs time limit was changed from the sixty (60) month limit to a new forty-eight (48) month limit.

The work participation rate is calculated based on a monthly random case sample and averaged over the federal fiscal year (October through September). If the fifty percent (50%) requirement is not met, states and counties may face significant penalties.

2.1.3.2 CalWORKs Senate Bill (SB) 1041 New Welfare-to-Work Changes

The passage of SB 1041 on June 27, 2012, created significant changes to the CalWORKs program. It introduced a new WtW 24-Month Time Clock during which participants are allowed to participate in the full array of WtW activities without the core/non-core requirements. Additionally the total number of required hour of participation have been aligned to the federal work participation rate (WPR) overall hourly requirements.

County's CalWORKs GAIN WtW Program provides effective training and employment services to assist adults/caretakers of the aided children and families' transition from dependency on public assistance programs to economic self-sufficiency. Pursuant to the program's overall goal are four major objectives:

1. Help the participant overcome economic, educational, and cultural/linguistic barriers;
2. Help the participant obtain employment;
3. Help the participant retain employment; and
4. Help secure employment with sufficiently high earnings to no longer require cash assistance.

The WtW Program is designed to meet these objectives. Individualized WtW plans will be jointly developed between case managers and participants based on a professional vocational assessment completed by licensed vocational assessors. These plans will include activities designed to mitigate barriers to employment through such resources as vocational education and training, English-as-a-Second Language training, on-the-job training, work experience, and adult basic education. The case manager shall assist the participant in overcoming barriers by making appropriate referrals based on service needs such as mental health, domestic violence and substance use disorder. Additionally, the case manager shall assist participants in receiving benefits to address child care, transportation, ancillary/work-related expenses, and other needs that will ensure compliance with their WtW plan.

Changes in Program Requirements/Regulations

Policies and procedures stated in this RFP are subject to change based on changes in program requirements and regulations. An Addendum will be issued if there is any such change.

2.1.3.3 Supportive Services

Supportive services are services arranged and paid for through GAIN that enable a CalWORKs participant to participate in GAIN activities, if other funding sources are not available.

Child Care

CalWORKs/GAIN families may be eligible for child care services available to participants in a WtW activity or who are employed. If determined eligible, parents may choose a licensed or license-exempt child care provider, who must meet all eligibility criteria. In Los Angeles County, child care referral services are provided through multiple contracted Resource and Referral/Alternative Payment Program (R&R/APP) agencies that issue child care payments directly to child care providers. Both current and former CalWORKs participants may be eligible to receive child care services.

Transportation

Transportation payments are issued to a CalWORKs participant for travel to and from WtW activities and/or employment. Transportation payments are also available to participant's children to travel to school/childcare so participants can attend WtW activities/employment.

Ancillary/Work-Related Expenses

Payments for Ancillary/Work-Related expenses are issued to a CalWORKs participant to cover the cost of items necessary for him/her to participate in WtW activities and/or to obtain/retain employment. Covered expenses include books, tools, clothing, supplies, fees, and/or other necessary expenses.

2.1.3.4 Specialized Supportive Services

A range of confidential services are offered to a CalWORKs participant who discloses or is identified as having a barrier(s) to employment caused by problems with domestic violence, mental health, substance abuse, and/or a learning disability. If the participant needs Specialized Supportive Services (SSS), he/she may be

referred to a Service Provider who will help determine the best treatment plan. Refer to Appendix B, Technical Exhibit B-8, List of DPSS Specialized Supportive Services Providers. Below is a list of major specialized services provided under this program.

Domestic Violence Services

Services offered to a CalWORKs applicant or participant and their children who are past or present victims of abuse, needing assistance in overcoming this barrier and transitioning to self-sufficiency.

Clinical Assessment

A service offered to a CalWORKs participant to determine if there is a need for services related to mental health and/or substance abuse.

Mental Health Services (MHS)

Services offered to a CalWORKs participant with mental or emotional disabilities that create a barrier to employment. MHS is designed to assist in the participant's transition from WtW and to retain long-term employment.

Substance Use Disorders (SUDS)

Services offered to a CalWORKs participant with a substance use disorder that create a barrier to employment. SUDS are designed to assist in the Participant's transition from WtW and to retain long-term employment.

Learning Disability

A service offered to a CalWORKs participant that involves the screening and evaluation of the participant who may have hidden disabilities preventing him/her from obtaining and retaining a job.

Expungement Services

Expungement is a voluntary service for CalWORKs/GAIN participants with past criminal records to have the opportunity to "set aside and dismiss," (but not seal) convictions from the participant's record.

Family Preservation Program (FPP)

An integrated, comprehensive approach to strengthening and preserving families who are at risk of, or already experiencing, problems in family functioning,

with the goal of promoting and ensuring child safety. The program serves those children and families under Department of Children and Family Services (DCFS) supervision. Services are delivered through FPP agencies contracted through DCFS and the Probation Department. Mutual FPP cases require coordination and consultation between FPP agencies and GAIN staff to develop an integrated case plan incorporating services provided by GAIN and those provided by the FPP agencies.

Family Reunification Program (FRP)

An activity which permits CalWORKs parents whose children have been removed from the home by DCFS and therefore are not receiving a cash grant to receive WtW services for up to one hundred eighty (180) days from the date of the child's removal from the home, with a possible extension of up to one hundred eighty (180) days for good cause. If FRP is necessary, the parent shall be required to have a FRP plan.

Family Stabilization (FS)

The FS program component provides intensive case management and services that may be in addition to those provided by the DPSS GAIN WtW program to participants who are experiencing an identified situation or crisis. FS is designed to ensure a basic level of stability within a family prior to, or concurrently with, participation in the WtW activities by providing barrier removal services necessary to ultimately achieve self-sufficiency.

Homeless Supportive Services (HSS)

The HSS program serves the needs of the homeless or those "at-risk" of being homeless. Participants with referrals to GAIN activities, including SSS, which will enable the Participant to remove barriers, increase skills and find employment which will help them sustain stable housing.

GAIN Sanction Home Visit Project (GSHVO)

The GSHVO project is designed to assist participants comply with WtW requirements by engaging, motivating, and re-engaging non-compliant and sanctioned participants to comply with GAIN program requirements and actively work towards self-sufficiency.

2.2 Sample Agreement: County Terms and Conditions

Contractor shall be expected to implement the Sample Contract as contained in Appendix C, of this RFP. Throughout this RFP, references are made to certain terms, persons, groups, or departments/agencies that are DPSS specific. For convenience, a description of specific definitions can be found in Appendix C, Sample Contract, Section 2.0, Definitions.

2.2.1 Anticipated Contract Term

The term of the Contract is for three years, effective February 1, 2017, or one day following Board approval, whichever is later, and continuing through January 31, 2020. Contract start-up activities shall commence February 1, 2017, or one day following Board approval, whichever is later, and conclude February 28, 2017. Direct case management services will begin March 1, 2017 through January 31, 2020.

2.2.2 Contract Rates

The Contractor's monthly rates shall remain firm and fixed for the term of the Contract for performing the services, as set forth in Appendix D, Required Forms, Exhibit 11, Bid and Budget Sheet. County has the right to re-negotiate contract rates downward consistent with County budget reductions, should they occur. The rates shall be based on the estimated caseloads as set forth in Appendix B, Technical Exhibit B-3, Caseload Projections by Language.

NOTE: Only an estimate of the caseloads is given, the actual workloads may fluctuate above or below this estimate.

Proposals submitted in response to this RFP shall contain a firm, fixed bid for each service area proposed for the contract term. The bid sheets shall be similar in form and shall provide all information detailed in Appendix D, Required Forms, Exhibit 11, Bid and Budget Sheet. Each bid shall be fixed and guaranteed for the term of the Contract beginning on the day of commencement of services.

2.2.3 Days of Operation

The Contractor shall be required to provide services set forth in Appendix A, Statement of Work, Monday through Friday, from the hours of 8:00 a.m. through 5:00 p.m. Saturdays and non-traditional operational hours, unless requested by County, are optional.

Proposer will not be required to provide services on County-recognized holidays. A list of the County holidays will be provided

within thirty (30) calendar days of Contract start date, and annually thereafter, as soon as the list is released by the County.

2.2.4 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in Appendix C, Sample Contract, Subsection 8.23. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in the Appendix C, Sample Contract, Subsection 8.24 and 8.25.

2.2.5 SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Merriwether & Williams. For additional information, Proposers may call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com

2.2.6 Intentionally Omitted

3.0 PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Statement of Work, Appendix A of this RFP are invited to submit proposal(s), provided they meet the following requirements:

Proposer shall meet the following requirements:

1. Attend the mandatory Proposers' Conference, as specified in this RFP, Subsection 7.6, Proposers' Conference.
2. Have, at a minimum, experience of three (3) years out of the last ten (10) years providing case management services, or services substantially similar to the services required in this RFP.
3. Have an assigned full-time Contract Manager, with a minimum of three (3) years of experience in the performance of case management services, or services substantially similar to the services required in this RFP and a four-year college degree or an Associate of Arts degree with two years of experience in handling GAIN-type participant caseloads or counseling. (If the Contract Manager is not yet hired, Contractor must include with its proposal the complete job specifications for this position).
4. Have a business office located within the County of Los Angeles, with a responsible person(s) to maintain all administrative records related to the

proposed Contract and financial reports that are required herein. This information must be documented in the Business Proposal, Section 3.1.5 (see RFP Paragraph 7.8.6)

5. Meet all the mandatory Living Wage requirements as described in this RFP, Subsection 5.18, Living Wage Program.
6. Comply with the Proposal's format and requirements set forth in the Business Proposal Format and the Cost Proposal Format, (see RFP Subsections 7.8 and 7.9).

The minimum mandatory requirements set forth in this Section shall be addressed and submitted with the proposal. Failure to meet these minimum mandatory requirements shall result in a rejection of a proposal.

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Contract unless such understanding or representation is included in the Contract.

4.1 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant agreement, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

4.2 County Option to Reject Proposals

Proposers are hereby advised that this RFP is an informal solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel the RFP in its entirety. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

4.3 County's Right to Amend Request for Proposals

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available at DPSS' website and the County's Doing Business with Us website at:

<http://www.ladpss.org/dpss/contracts/default.cfm>

and

<http://camisvr.co.la.ca.us/lacobids/>

Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.4 Background and Security Investigations

All of the Contractor's employees and any Subcontractors providing Services will be required to undergo and pass to the satisfaction of the County a background and security investigation prior to working under this Contract. The cost of background checks is the responsibility of the Contractor.

Contractor shall adhere to acceptable/unacceptable criminal convictions delineated in the Criminal Convictions Information Notice and Certification form as shown in Exhibit S, Sample Contract, when evaluating suitability for employment under this Contract.

Disqualification of any Contractor personnel due to a background check shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

4.5 County's Quality Assurance Plan

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

5.1 Notice to Proposers Concerning the Public Records Act

5.1.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the

recommended proposer's proposal will become a matter of public record when (1) contract negotiations are complete; (2) DPSS receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and (3) DPSS releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055.

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."

5.1.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

5.1.3 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "confidential," "trade secrets," or "proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

5.2 Contact with County Personnel

All contact regarding this RFP or any matter relating thereto must be in writing and e-mailed to: EnedeliaOrnelas@dpss.lacounty.gov

If it is discovered that the Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their proposal from further consideration.

The majority of the communications between the County and Proposers will be conducted via e-mail. Proposers shall ensure e-mail is checked regularly.

5.2.1 Proposer's Notification of Change(s) to County

The Proposer shall provide the County notification of any changes in the agency's contact information from what was submitted in the proposal.

5.3 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at:

<http://camisvr.co.la.ca.us/webven/>

5.4 Protest Policy Review Process

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Paragraph 5.4.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

5.4.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

5.4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (Reference Subsection 7.3 in the Proposal Submission Requirements Section)

- Review of a Disqualified Proposal (Reference Subsection 8.3 in the Selection Process and Evaluation Criteria Section)
- Review of Proposed Contractor Selection (Reference Subsection 8.7 in the Selection Process and Evaluation Criteria Section).

5.5 Injury and Illness Prevention Program

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

5.6 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in Subsection 7.5 and the Independent Contractor Status provision contained in Subsection 8.22 in Appendix C, Sample Contract.

Contractor shall cause each person performing Services covered by the Contract to sign and adhere to the applicable acknowledgment and confidentiality agreement, refer to Appendix D, Required Forms, Exhibit 23, Contractor Employee Acknowledgment and Confidentiality Agreement.

5.7 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D - Required Forms, Exhibit 5, Certification of No Conflict of Interest.

5.8 Determination of Proposer Responsibility

5.8.1 A responsible Proposer is a Proposer 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 Proposers.

5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine

whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.

- 5.8.3** The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer'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 omission 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.
- 5.8.4** If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 5.8.5** If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 5.8.6** These terms shall also apply to proposed subcontractors of Proposers on County contracts.

5.9 Proposer Debarment

- 5.9.1** The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other 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 the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer'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.
- 5.9.2** If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 5.9.3** The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer'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 Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 5.9.4** After consideration of any objections, or if no objections are received, 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.

- 5.9.5** If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer 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.
- 5.9.6** The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 5.9.7** 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.
- 5.9.8** These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 5.9.9** Appendix H provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

5.10 Adherence to County's Child Support Compliance Program

Proposer shall:

1. Fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees.
2. Comply with all lawfully served Wage and Earnings Assignment Orders and notice of assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation.

Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

5.11 Gratuities

5.11.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of the Contract or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

5.11.2 Proposer Notification to County

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

5.11.3 Form of Improper Consideration

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

5.12 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance," defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise, or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation, or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix D - Required Forms, Exhibit 6, as part of their proposal.

5.13 Federal Earned Income Credit

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

5.14 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's DPSS GAIN or GROW Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed "Attestation of Willingness to Consider GAIN/GROW Participants" form, as set forth in Appendix D - Required Forms, Exhibit 9, along with their proposal.

5.15 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Appendix C, Sample Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.39.

5.16 Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, 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 Appendix J of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

5.17 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of the Sample Contract, Appendix C, Subsection 8.8, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

5.17.1 The Jury Service Program requires Contractors and their Subcontractors to 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 (5) 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. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means forty (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) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of ninety (90) days or

less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program.

5.17.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor." The Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with County or a Subcontract with a County Contractor, and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County contracts or subcontracts. The second is if the Contractor meets one (1) of the two (2) exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have: 1) ten (10) or fewer employees; and 2) annual gross revenue in the preceding twelve (12) months which, if added to the annual amount of the Agreement is less than \$500,000; and 3) is not an "Affiliate or subsidiary of a business dominant in its field of operation." The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

5.17.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, Exhibit 10 in Appendix D - Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

5.18 Living Wage Program

The prospective Contract is subject to the requirements of the County's Living Wage Program (Los Angeles County Code Chapter 2.201). Prospective Contractors should carefully read the Living Wage Ordinance, Appendix K, the Living Wage Rate Annual Adjustments, Appendix K-1, and the pertinent Living Wage provisions of the Sample Contract, Appendix C, Subsection 9.1, all of which are incorporated by reference into and made a part of this RFP. The Living Wage Program applies to both Contractors and their Subcontractors. Proposals that fail to comply

with the requirements of the Living Wage Program may be considered non-responsive and excluded from further consideration.

5.18.1 Evaluation of Contractor’s History of Labor Law/Payroll Violations.

In evaluating proposals, the County will review a contractor’s history of labor law/payroll violations (including but not limited to violations or pending claims pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination). To facilitate this process, contractors must submit with their proposal a completed Acknowledgment and Statement of Compliance form, as set forth in Appendix D - Required Forms, Exhibit 15, and disclose on that form: 1) any determination by a public entity within three (3) years of the date of the proposal that the Firm committed a labor law/payroll violation, and 2) any pending claim which involves an incident of labor law/payroll violation occurring within three (3) years of the date of the proposal. Applying established criteria, the County may deduct from one (1%) to twenty (20%) percent of the maximum number of available evaluation points for labor law/payroll violations, with substantially increased deductions for a contractor’s failure to disclose reportable violations. (See Appendix M, “Guidelines for Assessment of Proposer Labor Law/Payroll Violations.”) “Pending claims” (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.

5.18.2 If a Proposer believes that it does not fall within the Living Wage Program’s definition of Employer or that it meets the exception to the Living Wage Program, then the Proposer must complete and submit to the County, no less than twenty-one (21) days prior to submission of the proposal, the Application for Exemption, as set forth in Appendix D - Required Forms, Exhibit 17, and include in its submission all necessary documentation to support the claim such as a collective bargaining agreement, if applicable. Upon reviewing the Proposer’s application, the County will determine, in its sole discretion, whether the Proposer falls within the definition of Employer or meets the exception to the Living Wage Program. The County’s decision will be final.

Note that the collective bargaining agreement exception applies if it is demonstrated to the County that the agreement is bona fide and that the agreement expressly provides that it supersedes all of the provisions of the Living Wage Program, or (if not all) those

specific provisions that are superseded. The Contractor is subject to any provision of the Living Wage Program not expressly superseded by the collective bargaining agreement.

5.18.3 The Living Wage Program requires Contractors and their Subcontractors to pay their full-time and part-time employees providing services to the County no less than a living wage. The County has established the Living Wage as identified in Living Wage Rate Annual Adjustments, Appendix K-1.

5.18.4 The Proposer must submit with its proposal a staffing plan using the Model Contractor Staffing Plan, as set forth in Appendix D - Required Forms, Exhibit 18, using full-time employees for the Contract. The Proposer will be required to assign and use full-time employees to provide services under the Contract, unless the Proposer demonstrates to the satisfaction of the County the need to use non-full-time employees based on staffing efficiency or the County requirements of an individual job. If a Proposer desires to assign and use non-full-time employees to provide services under the Contract, the Proposer must submit to the County, along with its proposal, a written request detailing the Proposer's request and justification, and providing all necessary documentation to substantiate the request. Based on the County's review of the Proposer's request and supporting documentation, the County shall determine, in its sole discretion, whether the Proposer may use non-full-time employees to provide services under the Contract. The County's decision will be final.

5.18.5 Throughout the term of the Contract, the Contractor and its Subcontractor(s) will be required to submit periodic monitoring reports for each employee providing services under the Contract, certifying under penalty of perjury, the hours worked and wages paid.

- At any time during the term of the Contract, the County may conduct an audit of the Contractor's records as well as field visits with the Contractor's employees to ascertain compliance with the Living Wage Program.
- The Contractor will be required to place specified Living Wage posters at the Contractor's place of business and locations where the Contractor's employees are working. The Contractor will also be required to distribute County-provided notices to each of its employees providing services to the County at least once per year.

- 5.18.6** The Contractor will have to demonstrate a history of business stability, integrity in employee relations and financial ability to pay the Living Wage.
- 5.18.7** Violations of the provisions of the Living Wage Program will subject the Contractor to withholding of monies owed the Contractor under the contract, liquidated damages, possible termination and/or debarment from future County contracts in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment, Appendix L.
- 5.18.8** Contractors that submit false information may be barred from participating in the prospective contract and future County contracts in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment, Appendix L.

5.19 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Appendix D, Required Forms - Exhibit 1 - Proposer's Organization Questionnaire/Affidavit. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in Exhibit 1, Proposer's Organization Questionnaire/Affidavit, during the pendency of this RFP by providing a revised Exhibit 1, Proposer's Organization Questionnaire to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

5.20 Proposer's Charitable Contributions Compliance

- 5.20.1** California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Background and Resources: California Charities Regulations, Appendix N. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over two million (\$2,000,000) of revenues (excluding funds that must be

accounted for to a governmental entity) have new audit requirements.

5.20.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification form, Exhibit 19 as set forth in Appendix D - Required Forms. A completed Exhibit 19 is a required part of any agreement with the County.

5.20.3 In Exhibit 19, prospective contractors certify either that:

- They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,

- OR -

- They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

5.20.4 Prospective County contractors that do not complete Exhibit 19 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

5.21 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix O, and the pertinent provisions of the Sample Contract, Appendix C, Subsection 8.51 and 8.52, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 21 in Appendix D – Required Forms. Failure to maintain compliance, or to timely cure

defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

5.22 Time Off for Voting

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

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 County Policy on Doing Business with Small Business

6.1.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

6.1.2 The Local Small Business Enterprise (SBE) Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Subsection 6.2 of this solicitation.

6.1.3 The Jury Service Program provides an exception to the Program if a company qualifies as a Small Business. Further explanation of this Program is provided in Subsection 5.17 - Jury Service Program of this solicitation.

6.1.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

6.2 Local Small Business Enterprise Preference Program

6.2.1 The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small

Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.2 of the Los Angeles County Code.

6.2.2 A business which is certified as small by the Small Business Administration (SBA) or which is registered as small on the federal Central Contractor Registration data base may qualify to request the Local SBE Preference in a solicitation.

6.2.3 Businesses must complete the Required Form - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form - Exhibit 7 in Appendix D - Required Forms with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain the Local SBE Preference.

6.3 Local Small Business Enterprise (SBE) Prompt Payment Program

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

6.4 Disabled Veteran Business Enterprise Preference Program (DVBE)

6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code. A DVBE vendor is defined as: 1) A business which is certified by the State of California as a DVBE; or 2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).

6.4.2 Certified DVBE vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed.

6.4.3 In no case shall the DVBE Preference Program price or scoring preference be combined with any other county preference program to exceed eight percent (8%) in response to any county solicitation.

6.4.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified DVBE.

- 6.4.5** To request the Disabled Veteran Business Enterprise Preference, Proposer must complete and submit the Request for DVBE Preference Program Consideration form in Appendix D, Required Forms, Exhibit 22, with supporting documentation with their proposal.

Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38 CFR 74 and is also available on the Department of Veterans Affairs Website at: <http://www.vetbiz.gov/>

6.5 Transitional Job Opportunities Preference Program

- 6.5.1** In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting Department.
- 6.5.2** Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that

knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

- 6.5.3 To request the Transitional Job Opportunities Preference, Proposer must complete the Transitional Job Opportunities Preference Application in Appendix D, Required Forms, Exhibit 20 and submit it along with all supporting documentation with their proposal.

7.0 PROPOSAL SUBMISSION REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

7.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final. All proposals shall be firm and final offers and may not be withdrawn for a period of one hundred eighty (180) days following the final proposal submission date.

7.2 RFP Timetable

The timetable for this RFP is as follows:

- Release of RFP.....03/17/2016
- Written Questions Due by **5:00 p.m. (Pacific Time)**.....03/24/2016
- Request for a Solicitation Requirements Review Due (ten [10] business days after issuance of RFP).....03/29/2016
- **Proposers' Mandatory Conference 9:00 am (Pacific Time)**.... 03/30/2016
- Submission of Application for Exemption to the Living Wage Program..... 04/06/2016
- Questions and Answers Released.....04/12/2016
- **Proposals Due by 12:00 p.m. (Pacific Time)**..... 04/26/2016

All required RFP documents and references will be posted on the DPSS Request for Proposals website at:

<http://www.ladpss.org/dpss/contracts/default.cfm>

The RFP documents and references will also be posted on the County's "Doing Business with Us" website at:

<http://camisvr.co.la.ca.us/lacobids/>

7.3. Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix E - Transmittal to Request a Solicitation Requirements Review to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

7.4 Proposers' Questions

Proposers may submit written questions regarding this RFP by e-mail to the individual identified below. All questions must be received by 03/24/2016. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions, please specify the RFP section number, paragraph number, and page number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. County reserves the right to group similar questions when providing answers.

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposer.

Questions shall be submitted via e-mail and addressed to:

EnedeliaOrnelas@dpss.lacounty.gov

After the Proposers' Conference, no further questions (verbal or written) will be accepted and no verbal answers provided. All written questions submitted by the deadline and all verbal questions received at the Proposers' Conference will be responded to in writing and emailed to all who attended the Proposers' mandatory conference. To ensure Proposers receive this information as quickly as possible, we invite interested vendors to visit the RFP's direct website for updates:

<http://www.ladpss.org/dpss/contracts/default.cfm>

or

<http://camisvr.co.la.ca.us/lacobids/>

7.5 Submission of Application for Exemption to Living Wage Program

If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets the exception to the Living Wage Program, then the Proposer must complete and submit to the County, by 04/06/2016, the Application for Exemption, as set forth in Appendix D - Required Forms, Exhibit 17, including all necessary documentation to support the claim. Proposer will be notified by 04/19/2016 of the County's decision.

7.6 Proposers' Conference

A Mandatory Proposers' Conference will be held to discuss the RFP and Living Wage Requirements. In addition, a photo gallery of the County office sites will be presented at the conference to provide Proposers an overview of current operations and County-provided space. County staff will respond to questions from potential Proposers. All potential Proposers **must** attend this conference or their proposals will be rejected as

non-responsive (disqualified) without review and eliminated from further consideration. The conference is scheduled as follows:

Date: 03/30/2016
Time: 9:00 A.M.
Address: DPSS – San Gabriel Valley District
Garden Level Conference Room
3352 Aerojet Ave.
El Monte, CA 91731.

Failure to attend this Mandatory Conference will result in a failure to meet the Minimum Mandatory Qualifications listed in this RFP Section 3.0, hereinabove, and the proposals will be rejected and returned unopened.

County reserves the right to reschedule to a different day and/or continue the Mandatory Proposers' Conference beyond the date specified in this Subsection 7.6.

Interested agencies are strongly encouraged to review the RFP and Appendices, and begin preparation of their proposal prior to the Proposers' Conference. Copies of the RFP will not be provided at the Proposers' Conference.

Please note that if site visits are required, Proposers will be notified at the Proposers' Conference.

7.7. Preparation of the Proposal

Two (2) separate proposals must be submitted - a Business Proposal and a Cost Proposal. All Proposals must be bound and submitted in the prescribed format. Any Proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

In preparing the written proposal, Proposer shall do so in its own words and not copy the language in the RFP. Proposer shall ensure that the proposal responds completely and thoroughly to all requirements set forth in this RFP. **Proposals should demonstrate an understanding of the population to be served and how the agency is to best provide services to meet the requirements.**

The objective of the proposal submission is for County to ascertain the Proposer's ability to meet or exceed the required service level. In addition, specific information is requested from all Proposers to ensure that the proposals can be fairly compared and evaluated in a standard manner. **Only information that is contained in the written proposal will be evaluated.**

All proposals, including each copy, shall be typewritten using Century Gothic print, font size 11, on double-sided 8 ½ by 11 white paper, and submitted in a three-ring binder separated by labeled dividers. **No erasures are permitted.** A mistake shall be crossed out and its corresponding correction must be printed, dated, and initialed. One (1) original and five (5) copies of the proposal, including all required forms, must be submitted. The original proposal and each copy shall be labeled on the cover page, e.g., “Original,” “Copy 1 of 5,” “Copy 2 of 5,” etc., as appropriate. Documents/pages identified as trade secrets, proprietary and/or confidential must be marked as such; if none, so state.

Additionally, one (1) separate CD, containing files in Adobe Acrobat, shall be labeled and submitted for each Proposal as follows:

- Business Proposal (may be submitted on as many CDs to accommodate a complete Business Proposal)
- Cost Proposal
- Financial Statement

The response to this RFP shall be made according to the specifications for content and sequence as set forth in this RFP, Section 7.0, Proposal Submission Requirements, Subsections 7.8, Business Proposal Format and 7.9, Cost Proposal Format herein below. Everything constituting the proposal and all documents submitted in connection with the proposal shall be written in the English language.

Proposer shall observe the requirements set forth in this RFP, Section 7.0, Proposal Submission Requirements, in the preparation of its proposal and shall agree to provide County with any additional information necessary for an accurate determination of the prospective Contractor qualifications to perform the required services. Failure to adhere to these specifications may be cause for rejection of the proposal. County reserves the right to waive any informality in a submitted proposal.

7.8 Business Proposal Format

Proposals must be submitted in the format described below, both as to sequence and content. Failure to comply with these provisions may, at the discretion of the DPSS Director or designee, result in disqualification of the proposal. Proposer shall provide a **separate** business proposal for each of the bid categories (i.e., Region II, Region VII or combined GAIN Regions) for which the Proposer is bidding.

- Cover Page
- Transmittal Letter

- Proposer’s Organization Questionnaire/Affidavit and Required Support Documents (Business Proposal, Section 1)
- Table of Contents
- Executive Summary (Business Proposal, Section 2)
- Proposer’s Qualifications (Business Proposal, Section 3)
- Proposer’s Approach to Provide Required Service (Business Proposal, Section 4)
- Proposer’s Management and Staff Qualifications (Business Proposal, Section 5)
- Proposer’s Quality Control Plan (Business Proposal, Section 6)
- Terms & Conditions in Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of/or Exceptions to (Business Proposal, Section 7)
- Subcontractors or Partners (Business Proposal, Section 8)
- Living Wage Compliance (Business Proposal, Section 9)
- Business Proposal Required Forms (Business Proposal, Section 10)
- Last Page of Proposal (Business Proposal, Section 11)

7.8.1 Cover Page

The Cover Page shall, at a minimum, identify the document as a proposal stating the exact name of the RFP, the GAIN Service Area to be served, RFP Number, proposal submission date, and the Proposer’s name. It must also identify the proposal as “Original” and its copies as “Copy 1 of 5,” “Copy 2 of 5,” etc., as appropriate.

7.8.2 Transmittal Letter

The transmittal letter shall be a one (1) page letter on the Proposer’s stationery. The transmittal letter shall include the Proposer’s name, address, telephone number, email address and facsimile number of the contact person(s) and the name of the person(s) authorized to make representations for Proposer. The transmittal letter shall bear the signature of the person authorized to sign on behalf of Proposer and to bind Proposer to a Contract. The letter shall indicate whether or not Proposer intends to perform the Contract as a single Contractor or use Subcontractor(s). The letter shall contain a statement that Proposer will bear sole and complete responsibility for all work as defined in the solicitation. Proposer shall include a statement

acknowledging and agreeing to acceptance of all terms and conditions of this RFP, the Contract, and all appendices and exhibits attached thereto, and state exceptions, if any. In addition, Proposer shall include a statement acknowledging and agreeing that this is a fixed price Contract. The transmittal letter should also state that the proposal will remain in effect for one hundred eighty (180) days from the due date of the proposal submission.

7.8.3 Proposer's Organization Questionnaire/Affidavit and Required Support Documents (Business Proposal, Section 1)

The Proposer shall complete, sign and date the Proposer's Organization Questionnaire/Affidavit – Exhibit 1 as set forth in Appendix D, Required Forms. **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.**

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the Proposal or at some later time, the County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign Contracts.

7.8.3.1 Required Supporting Documents

If the below referenced documents are not available at the time of Proposal submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

Corporations or Limited Liability Company (LLC)

The Proposer must submit the following documentation with the Proposal:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

Limited Partnership

The Proposer must submit the following documentation with the Proposal:

- 1) A conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State.
- 2) Any applicable amendments to the certification/registration status of the business entity.

7.8.3.2 Additional Business Documents from all Proposers

- 3) Resolution from agency's governing board (e.g., Board of Directors) authorizing the proposal and entering into the resulting contract with County. The Resolution shall include name of authorized person/official to sign proposal and contract.
- 4) Articles of Incorporation filed with the Secretary of State.
- 5) IRS letter giving Tax Exempt Status (if applicable).
- 6) Copies of Fictitious Business Name Statement for all Doing Business-As used by proposer.
- 7) Copies of Business Licenses.

7.8.4 Table of Contents

The Table of Contents shall list all material included in the proposal. It shall include a clear definition of the material, identified by sequential page numbers and section and/or paragraph reference numbers.

7.8.5 Executive Summary (Business Proposal, Section 2 – Limit 2 Pages)

The Executive Summary shall condense and highlight the contents of the Proposer's Business Proposal to indicate which GAIN Region(s) the Proposer is bidding on and provide DPSS with a broad understanding of the Proposer's approach, qualifications, experience, and staffing.

The Proposer should place special emphasis on how its proposed scope of work and approach will meet or exceed the primary objectives of this RFP.

7.8.6 Proposer's Qualifications (Business Proposal, Section 3)

Demonstrate that the Proposer's organization has the experience and financial capability to perform the required services. The following sections must be included:

A. Proposer's Background and Experience (Business Proposal, Section 3.1 – Limit 10 pages)

Provide a summary of relevant background and experience to demonstrate that the Proposer meets or exceeds the minimum requirement(s) stated in Section 3.0 of this RFP and has the capability to perform the required services as a corporation or other entity.

Proposer shall describe in detail the following:

1. State the number of years of experience which demonstrates Proposer has met the minimum requirements as required in this RFP, Section 3.0, Proposer's Minimum Mandatory Qualifications.
2. For each personnel request, Proposer shall provide a resume that clearly illustrates that their background include skills, work experience, and educational level necessary to perform the required case management or substantially similar services. Resumes shall include specific dates (month/year) and specific work experience that clearly shows the individual(s) meet the minimum requirements.
3. The agency's years of experience which includes specific dates (month/year) in providing the required case management or substantially similar services requested in this RFP. (Business Proposal, Section 3.1.1).
4. Identification of principal individual(s) in executive management within the agency and describe their years of experience. Include specific dates (month/year) in providing the required case management or substantially similar services requested in this RFP. This experience shall apply solely to the principal individuals and not for the agency submitting the proposal. (Business Proposal, Section 3.1.2).
5. Number of employees within the organization. (Business Proposal, Section 3.1.3).
6. Whether a health plan is available to employees. (Business Proposal, Section 3.1.4).
7. The business office location within Los Angeles County that will have a responsible person to maintain all administrative records related to the Proposed Contract and financial reports that are required herein. The

location of the office must meet the requirements outlined in Section 3.0, Proposer's Minimum Mandatory Qualifications. (Business Proposal, Section 3.1.5).

8. Complete the Acknowledgment and Statement of Compliance form, refer to Appendix D, Required Forms, Exhibit 16, Living Wage Program Labor/Payroll/Debarment History Acknowledgment and Statement of Compliance, **OR** complete an application form for Exemption, refer to Appendix D, Required Forms, Exhibit 17, Living Wage Program: Application for Exemption.
9. For number 8 above, Proposers must include a brief statement of compliance, summarize the contents of above completed forms, as appropriate, and reference the actual forms, to be included in the Proposal. (Business Proposal, Section 3.1.6).

B. Proposer's References (Business Proposal, Section 3.2)

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms, Appendix D, Required Forms, Exhibit 2 and 3.

County may disqualify a Proposer if:

- References fail to substantiate Proposer's description of the services provided; or
- References fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel; or
- The Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

The Proposer must complete and include the following Required Forms:

1. Proposer's References, Appendix D, Required Forms, Exhibit 2. Proposer must provide a minimum five (5) references where the same or similar scope of services was provided (Business Proposal, Section 3.2.1).

- i. Do not include members of the agency's governing Board or staff.
 - ii. Do not include any members of the Los Angeles County Board of Supervisors or their staff.
2. Proposer's List of Contracts, Appendix D, Required Forms, Exhibit 3. Proposer shall provide a list of all contracts for which Proposer has provided the required or substantially similar services within the last five (5) years, specifically noting which contracts are with public agencies. (Business Proposal, Section 3.2.2)
 - i. For County contracts, identify the contact person as the County's Contract Manager. This individual should be responsible for overseeing the day to day activities of a contract as well as responsible for inspections of any and all tasks, deliverables, goods, services, and other work provided by the proposer. Do not include names of Department Heads or Executive staff.
3. Proposer's List of Terminated Contracts, Appendix D, Required Forms, Exhibit 4. Listing must include contracts terminated within the past five (5) years with a reason for termination. (Business Proposal Section 3.2.3)

C. Proposer's Financial Capability (Business Proposal, Section 3.3)

Proposer must provide adequate documentation on the financial status of the agency to ensure that the agency can continue in business through the period of the contract and can finance the cost of adequate personnel and support requirements. This includes, but is not limited to, the following:

1. Provide copies of the company's most current and prior two (2) fiscal years' (for example 2013 and 2014) financial statements, which shall be in accordance with the American Institute of Certified Public Accountants listing of Generally Accepted Accounting Principles. Statements should include the company's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of the statements may differ. For example, for a non-profit entity the Balance Sheet maybe referred to as the Statement of Financial Position. If audited statements are available, these

should be submitted to meet this requirement and this should include an explanation of the type of audit performed (e.g., unqualified, qualified, etc.). Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

2. Proposer shall include a copy of its current certificates of insurance. Proposer shall also include a statement that it will comply with and meet all insurance requirements listed in Appendix C, Sample Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.24, General Provisions For All Insurance Coverage and Subsection 8.25, Insurance Coverage.

D. Proposer's Pending Litigation and Judgments (Business Proposal, Section 3.4)

Proposer must identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

Proposer shall disclose:

Any other issue, finding or pending investigation, including any information of public record (e.g., governmental report, news report, etc.), that raises questions as to the Proposer's ability to enter into a contract with the County or otherwise question the Proposer's ability to perform satisfactorily under this proposed contract. Proposer may include supporting documentation should it contest a report's findings/statements. Failure to provide this information may result in point deductions and/or a determination of non-responsiveness.

7.8.7 Proposer's Approach to Provide Required Services (Business Proposal, Section 4)

Proposer shall describe in detail the proposed business methodology that it will use to meet the Contract work requirements and how case management services will be performed to meet the intent of the Statement of Work. If submitting a proposal for both GAIN Regions, Proposer shall specifically address the needs of each of the service areas (GAIN Regions II, VII and the combined GAIN Regions). This plan should include, but not be limited to, the following three service

areas and labeled under separate tabs, e.g., Section 3a, 3b, 3c, as necessary.

Proposers will be evaluated in how the Proposer's plan meets the needs of each RFP category separately. It would be advantageous for Proposer to demonstrate proven case management skills, knowledge and experience in the delivery of services to public assistance participants; possessing knowledge of the appropriate language skills and cultural awareness of the Region(s) population; and to demonstrate creative techniques and methods to assist WtW individuals in adverse situations that prevent these individuals from finding and retaining long-term employment and/or acquiring educational/ vocational training that lead to economic self-sufficiency.

A. Methodology to Provide GAIN Case Management Services (Business Proposal, Section 4A- Limit 35 pages)

• **APPROACH TO THE STATEMENT OF WORK**
(Business Proposal, Section 4.1 – Limit to 20 Pages)

1. Proposer shall, at a minimum, explain their understanding of the scope and intent of the SOW and describe its proposed plan for the provision of GAIN case management services. The proposal should describe the Proposer's understanding of the scope of services and how the Proposer will meet the County's goals for these operational services included in Appendix A, Statement of Work, Section 3.0, Specific Tasks.

In addition, the Proposer is encouraged to demonstrate how Proposer's creative strategies in providing case management services will assist the Proposer's performance to exceed the Performance Standards cited in the Performance Requirements Summary chart. Refer to Appendix B, Technical Exhibit B-1B, Performance Requirements Summary (PRS) Chart.

Proposer shall describe how it plans to operate all phases of the WtW flow. Refer to Appendix A, Statement of Work, Section 3.0, Specific Tasks and Technical Exhibit B-1B, Performance Requirements Summary (PRS) Chart. The WtW flow of activities includes, but is not limited to:

- Tracking WtW Assignments and Operational Tasks
- WtW Intake Activities
- Appraisal Interview

- Monitoring Self-Initiated Program (SIP) Participants
 - Referrals to Orientation/Motivational Training
 - Referrals to Job Club/Vocational Assessment
 - Dual Track Evaluation
 - Vocational/Educational Training
 - Referrals for Clinical Assessment for Specialized Services
 - Development of the WtW Plan
 - Post-Employment Services
 - Post Time-Limited Services
3. The Proposer is encouraged to present innovative approaches in providing case management services that will assist the case manager in offering positive resolutions to overcoming barriers that prevent participants from finding and retaining employment.

Proposer shall describe how it plans to assist the GAIN participant to overcome barriers to employment (Refer to Appendix A, Statement of Work, Section 4.0, Addressing Barriers To Employment). These activities include, but are not limited to:

- Coordinating Supportive Services
 - Addressing Learning Disabilities
 - Coordinating and Maintaining DPSS-provided Specialized Programs, Networks and Resources
4. The Proposer is encouraged to present novel approaches to exceed the current standards of meeting DPSS' goals and performance expectations for administering GAIN case management services in operating the WtW Program.

Proposer shall describe how it plans to meet DPSS' goals and performance expectations for administering GAIN Case Management programs and services. Proposals should include specific methods and techniques in maximizing job placements, assisting participants in overcoming barriers to employment, providing quality case management and overall promoting self-sufficiency. Also, Proposer should explain how it would monitor and meet the Program Outcomes and Performance Standards. Refer to Appendix A, Statement of Work, Section 7.0, Performance Outcomes, and Subsection 8.2, Performance Outcome Areas and Key Measures.

To assist Proposers in preparing their respective proposal, Appendix B, Technical Exhibit B-5, Links to Applicable GAIN Policies and Regulations is provided that addresses the following:

- Applicable GAIN Rules and Regulations
- Los Angeles County CalWORKs Plan
- California Welfare Reform Legislation
- All-County Letter Number 97-72

- **SERVICE TO MULTI-LINGUAL GAIN POPULATION**
(Business Proposal, Section 4.2 – Limit to 5 Pages)

Proposer shall describe how it plans to provide linguistically and culturally sensitive GAIN services to all participants and address the community concerns that may be raised related to this population. The plan must be mindful of Civil Rights requirements when providing employment services to all WtW participants, and specifically, to this population. Proposer shall describe the challenges anticipated in serving the participants whose primary language is not English in the GAIN Region(s) in which it submitted a bid by providing a detailed plan on how it plans to address these challenges.

- **SPECIALIZED CASE MANAGEMENT SERVICES**
(Business Proposal, Section 4.3 – Limit to 10 Pages)

The Proposer is encouraged to provide case management services that not only include all the required services as described in Appendix A, Statement of Work, Section 3.0, Specific Tasks, but also provides ground-breaking ideas to effectively assist the participants in achieving self-sufficiency during the post-assessment period.

Proposer shall describe how it plans to provide post-employment services and post-time limited services that require irregular, non-traditional and/or expedited case management services to meet the unique needs of this population.

- B. Methodology to Serve GAIN Participants (Business Proposal, Section 4B – Limit 19 pages)**

- **KNOWLEDGE OF GAIN REGIONS**
(Business Proposal, Section 4.4 – Limit 4 pages)

Proposer shall explain in detail the Proposer's knowledge of the GAIN Region(s) to be served and the working relationships proposer has with the communities in the GAIN Region(s) being proposed.

1. Describe Proposer's knowledge of the GAIN Region(s).
 2. Describe Proposer's knowledge of the cultural/linguistic needs of the GAIN Region(s).
 - a. Ethnic/cultural make up of GAIN Region(s).
 - b. What languages are spoken within the GAIN Region(s)?
 - c. The languages in which service can be provided by the proposer.
 3. Describe the Proposer's knowledge of industries, major employers, labor-force needs and economic opportunities in the GAIN Region(s).
- **WORK RELATIONSHIP WITH THE COMMUNITY**
(Business Proposal, Section 4.5 – Limit 5 pages)
Proposer shall describe how it will outreach to community organizations and network within the community to provide GAIN case management services to the GAIN population at the GAIN Region for which it submitted a bid.
 - **CUSTOMER SERVICE PLAN** (Business Proposal, Section 4.6- Limit 2 pages)
Proposer shall describe its plan to address customer service concerns and complaints regarding the performance of Proposer's staff.
 - **CONFIDENTIALITY** (Business Proposal, Section 4.7- Limit 2 pages)
Proposer shall describe its plan for maintaining the confidentiality of the CalWORKs case record information that will be revealed during the course of providing required services.
 - **TRANSITION PLANS** (Business Proposal, Section 4.8- Limit 4 pages)
The Proposer must provide two (2) comprehensive transition plans.
 - 1) The first plan must explain the Proposer's specific start-up plans, including but not limited to, plans for assumption of services from the County, or the

predecessor, to ensure high quality services effective with the first day of operation. The start-up plan should be specific to each GAIN Region for which a bid is submitted and include, but not be limited to, staff recruitment, any acquisitions deemed appropriate by the Proposer and any non-County provided training. Proposers must also explain how transitional training needs will be met after the start-up month while delivering direct case management services. The plan must be supported by and consistent with the Proposer's budgeted start-up costs. (Refer to Appendix D, Required Forms, Exhibit 11, Bid and Budget Sheet).

2) The second plan must explain how services will be transitioned back to the County or another contractor at termination of the Contract. This plan must include a statement of cooperation should a transition to the County or a new contractor be necessary.

- WORK STOPPAGE (Business Proposal, Section 4.9 - Limit 2 pages)

Proposer shall describe in detail the plan for providing qualified trained personnel in the event Contractor incurs a work stoppage.

7.8.8 Proposer's Management and Staff Qualifications (Business Proposal, Section 5)

Proposer must provide a detailed staffing plan that will ensure full compliance with the contract requirements and the Proposer's stated methodology of providing GAIN Case Management Services Training in order to have adequate staffing at the skill levels necessary to provide the services. The plan must be supported by and be consistent with the Proposer's line item budget and personnel schedule included in Cost Proposal Exhibit 11, Bid and Budget Sheet, as set forth in Appendix D.

- STAFF QUALIFICATIONS (Business Proposal, Section 5.1)
All resumes noted below will include, at minimum, the following:
 - The current position and years with the firm.
 - Academic background, covering all education at the high school level and above, including the name of the institution(s) and dates of attendance.
 - The individual's background, including the number of years of experience, position titles, and functions.

- The current licenses, certifications or permits of personnel who will manage the Case Management Operations.
- Three (3) relevant client references, including the contact person's name and current telephone and facsimile numbers.

1. Primary Contract Manager

Proposer must identify and provide a resume for the Primary Contract Manager, who will be responsible for the staffing and monitoring of this Contract. The Contract Manager will act as a liaison with DPSS and will be responsible for the overall management and coordination of this Contract.

The Contract Manager must meet the minimum mandatory requirements outlined in this RFP, Section 3.0, Proposer's Minimum Mandatory Qualifications and Section 7.0, Proposal Submission Requirements, Paragraph 7.8.8 Proposer's Management and Staff Qualifications. If the Contract Manager is not yet hired, the Proposer must include with its proposal the complete job specifications for this position, including but not limited to the required number of years of experience in the area of case management services, the minimum educational background, if any, and minimum management experience, if any.

2. Back-Up Contract Manager

Similarly, Proposer must identify and provide a resume for the Back-Up Contract Manager who will assume the Primary Contract Manager's responsibilities in the absence of the Primary. The Back-up Manager must also meet the minimum mandatory requirements outlined in this RFP, Section 3.0, Proposer's Minimum Mandatory Qualifications and Section 7.0, Proposal Submission Requirements, Paragraph 7.8.8 Proposer's Management and Staff Qualifications above. If not yet hired, the Proposer must include with its proposal the complete job specifications for this position, including but not limited to the required number of years of experience in the area of case management services, the minimum educational background, if any and minimum management experience, if any.

3. Proposer's Management Staff

Proposer must include a list of main management personnel who will be assigned in a management capacity on any part of this project, and indicate how each will be utilized in the management of the required services. Include resumes with, at minimum, the criteria listed in this RFP, Section 7.0, Proposal Submission Requirements, Paragraph 7.8.8.

4. Proposer's Non-Management Staff

Proposer must include a complete list of all staff by job classification/functional title, not by name, and explain how the staff will be utilized to provide GAIN case management services.

Proposer shall provide detailed job specifications for all positions. These positions include case managers, case manager supervisors, clerical support, other required positions and any other administrative support personnel.

Except for caseload driven positions, Proposers may elect to have staff assume multiple assignments (e.g. Business Specialists/Specialized Supportive Services Worker). However, Proposers are cautioned that unless satisfactory justification is provided, the County may not rate such an arrangement as feasible.

5. Bilingual, Culturally Sensitive Staff

Proposer shall describe its plan to provide competent bilingual, culturally sensitive staff. Proposer must include the process through which it will recruit qualified bilingual staff, and a description of how it will certify bilingual speakers. It shall also describe its methodology in determining the number of bilingual staff it will require to serve each Region.

- ORGANIZATIONAL STRUCTURE IN PROVIDING SERVICES (Business Proposal, Section 5.2 – Limit 4 pages)

1. Proposer must explain the organizational structure proposed in the Proposer's plan. This structure should include a narrative explaining how it arrived at the structure. For example, include what ratios were used in determining the number of supervisors to case managers, number of case managers to estimated caseloads, clerical support to line operation staff, administrative support to line operations staff, and any other applicable staffing-type ratios.

NOTE: County has not provided the staff position levels or caseload yardsticks of its traditional GAIN Region office in order to give the Proposer the flexibility and opportunity to present an innovative, non-traditional organizational structure. However, the County GAIN Region office organizational structure will be provided to the Evaluation Committee as a frame of reference.

2. The awarded Contractor shall be required to maintain the ninety-seven percent (97%) standard level of full-time staffing at all times during the term of the Contract.
 3. Proposers must explain the administrative support that it will provide to its case manager.
- TRAINING OF NEW STAFF AND ON-GOING TRAINING FOR EXISTING STAFF (Business Proposal, Section 5.3 - Limit 2 pages)

Proposer shall describe in detail how it will ensure training of new staff and provide on-going training for existing staff for the provision of all services under the Contract. Proposer's training plan shall describe what training will be provided and how County-provided trainings will be reinforced.

- 1) Compliance with Title VI of the Civil Rights Act provisions describing effective, meaningful, non-discriminatory services to WtW participants;
- 2) Provision of CalWORKs SSS;
- 3) Child Abuse and Elder Abuse; and
- 4) Overall GAIN program contract provisions.

7.8.9 Proposer's Quality Control Plan (Business Proposal, Section 6 – Limit to 5 pages)

Proposer shall present a comprehensive Quality Control Plan to be utilized by Proposer as a self-monitoring tool to ensure the required services are provided as specified. The plan shall include an identified monitoring system covering all the services listed in Appendix A, Statement of Work and Appendix B, Statement of Work Technical Exhibit B-1B, Performance Requirements Summary (PRS) Chart. The plan shall also include the methods for identifying and preventing deficiencies in the quality of services. Specifically, the following factors shall be included in the plan:

- a. Activities to be monitored to ensure compliance with all Contract requirements;

- b. Monitoring methods to be used;
- c. Frequency of monitoring;
- d. Samples of forms to be used in monitoring;
- e. Title/level and qualifications of personnel performing monitoring functions; and
- f. Plan to file monitoring results, including any corrective action taken.

7.8.10 Proposer's Green Initiatives

Present a description of proposed plan for complying with the green requirements as described in Subsection 8.10 of the Statement of Work. Describe your company's current environmental policies and practices and those proposed to be implemented.

7.8.11 Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of or Exceptions to (Business Proposal, Section 7)

It is the duty of every Proposer to thoroughly review the Sample Contract and Statement of Work to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's requirements in the Statement of Work. However, the Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

Section 7 of Proposer's response must include:

1. A statement offering the Proposer's acceptance of or exceptions to all terms and conditions listed in Appendix C, Sample Contract.
2. A statement offering the Proposer's acceptance of or exceptions to all requirements listed in Appendix A, Statement of Work; and
3. For each exception, the Proposer shall provide:
 - a. An explanation of the reason(s) for the exception;
 - b. The proposed alternative language or the request that a specific section or subsection be deleted in its entirety;
 - c. An explanation of why it is in the County's best interest to accept the Proposer's alternative language or requested deletion; and
 - d. A description of the impact, if any, to the Proposer's price.

Indicate all exceptions to the Sample Contract and/or the Statement of Work by providing a red-lined version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

The County reserves the right to make changes to the Sample Contract and its appendices and exhibits at its sole discretion.

County may deduct rating points from any proposal that takes exception to a contract clause. Proposers are further warned that the County may, at its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a contract.

7.8.12 Subcontractors or Partners (Business Proposal, Section 8)

If this is not a single Proposer proposal, the cover page shall clearly indicate the other organization(s)/agency(s) involved and the nature of its/their role(s). All applicable information for each proposed Subcontractor, as outlined in Paragraph 7.8.6, Proposer's Qualifications, Subparagraphs: A, Proposer's Background and Experience, B, Proposer's References, C, Proposer's Financial Capability, and C-2, Proposer's Insurance Requirements, must be provided in Proposer's Business Proposal, Section 8. The Subcontractor's ratings in this area may affect the primary Proposer's score in Proposer Qualifications.

A statement from all partners/Subcontractors indicating their willingness to work with Proposer and the intent to sign a formal agreement between/among the parties shall be submitted with the signature of the person authorized to bind the partnering/subcontracting organization. All partnering/Subcontracting agreements will be required to be fully executed before any Contract award is made. Subcontractors shall agree and adhere to all of the requirements listed in the RFP documents including Appendix C, Sample Contract. The role that the partner/subcontractor will play and the specific services that will be performed in GAIN case management services must be outlined in this section.

7.8.13 Living Wage Compliance (Business Proposal, Section 9)

The Living Wage Program requires that contractors demonstrate during both the solicitation process and for the term of their contract, business stability, integrity in employee relations, and the financial ability to pay the living wage.

Proposers must complete, sign and include the Living Wage Forms included in Appendix D, Required Forms, in the proposal:

A. Proposer's Staffing Plan

1. Proposer must submit a staffing plan, Exhibit 18, which is comprised of full-time employees, unless the Proposer can demonstrate to the County the necessity of part-time staff. If a staffing plan contains part-time employees, Proposer shall submit written justification for use of part-time staff.

B. Proposer's Acknowledgement and Statement of Compliance

The Acknowledgement and Statement of Compliance, Exhibit 15 is a statement, under penalty of perjury, that there were no past labor violations of any federal, State, County or City statutes.

Should the Contractor have violations to report, Contractor shall provide a listing of projects and a brief description of the circumstances regarding the violation(s) on Exhibit 16, Acknowledgement and Statement of Compliance Labor/Payroll/Debarment History.

- Proposer's Approach to Labor-Payroll Record Keeping and Regulatory Compliance:

Proposer is required to comply with federal and State labor regulations and record keeping requirements. The objective of this subsection is to determine the appropriateness, scope, and suitability of the procedures the Proposer uses and the internal controls in place to ensure compliance with federal and State labor regulations and record keeping requirements. In order to appropriately evaluate this area, it is critical that Proposer submit a detailed description of the processes, and the steps associated with those processes.

Proposers should provide additional details to ensure a clear picture of the firm's processes and controls. Proposers must answer all questions thoroughly and in the same sequence as provided below. If Proposer believes that a question is not applicable, indicate with "N/A" and explain why that question is not applicable.

Proposer should describe the firm's employee labor-payroll record keeping system and the controls in place that ensure ongoing regulatory compliance. Include, at a minimum, a detailed discussion of the following:

1. Discuss how employee hours actually worked are tracked. The detailed explanation should include:
 - a. Where do firm's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? If the latter is the firm's practice/process, when does the firm consider the employees' shift to have started? At a central site or upon arrival at the work location?
 - b. How does the firm know employees actually reported to work and at what time? For example, sign-in sheets, computerized check-in, call-in system, or some other method.
 - c. What records are created to document the beginning and ending times of employees' actual work shifts? What records are maintained by the firm of actual time worked? Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, a supervisor, or office staff)? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create the firm's payroll? **Provide a copy of these records.**
 - d. If the records created in response to Subparagraph "c" above are not used to create the payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document?
 - e. How does the firm know that employees take mandated breaks and meal breaks (periods)? Does the firm maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation.
2. Discuss how the firm's payroll is prepared and how the firm ensures that employee wages are appropriately paid. The detailed explanation should include:
 - a. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the

check (e.g., deductions for taxes, etc.)? **Provide a copy of a check and check stub (cover up or block out bank account information) that shows deduction categories.**

- b. If the firm uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?
- c. If the firm uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?
- d. How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the firm calculates the day's wages for each situation described in the following two examples: 1) during a single shift, an employee works three (3) hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four (4) hours, where they are paid at a different rate than the County's Living Wage rate and 2) during a single shift, an employee works three (3) hours at a work location under a County Living Wage contract, then travels an hour to another work location to work four (4) hours, where they are also paid the County's Living Wage rate.
- e. How does the firm calculate overtime wages? What if the employee has multiple wage rates?

7.8.14 Business Proposal Required Forms (Business Proposal, Section 10)

This section shall be entitled "Required Forms" and contain the following completed forms, signed/dated where applicable. All of

the following required forms are located in Appendix D, Required Forms:

- Exhibit 1 Proposer's Organization Questionnaire/Affidavit
- Exhibit 2 Proposer's References
- Exhibit 3 Proposer's List of Contracts
- Exhibit 4 Proposer's List of Terminated Contracts
- Exhibit 5 Certification of No Conflict of Interest
- Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 7 Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form
- Exhibit 8 Proposer's EEO Certification
- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 10 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 11 Bid and Budget Sheet
- Exhibit 12 Certification of Independent Price Determination and Acknowledgement of RFP Restrictions
- Exhibit 13 Required Line Item Budget Narrative
- Exhibit 14 Employee Benefits
- Exhibit 15 Contractor Non-Responsibility Debarment Acknowledgement and Statement of Compliance
- Exhibit 16 County of Los Angeles Living Wage Program Labor/Payroll/Debarment History Acknowledgement and Statement of Compliance
- Exhibit 17 County of Los Angeles Living Wage Program Application for Exemption
- Exhibit 18 County of Los Angeles Living Wage Program Staffing Plan
- Exhibit 19 Charitable Contributions Certification
- Exhibit 20 Transitional Job Opportunities Preference Application
- Exhibit 21 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 22 Request for Disabled Veterans Business Enterprise Preference Program Consideration
- Exhibit 23 Contractor Acknowledgement and Confidentiality Agreement
- Exhibit 24 Proposer's Nondiscrimination in Services Certification
- Exhibit 25 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lowered Tiered Covered Transaction (45 C.F.R. Part 76)
- Exhibit 26 Contractor's Certification of Office Location

7.8.15 Last Page of Proposal (Business Proposal, Section 11)

The last page of the Business Proposal shall list names of all joint ventures, partners, Subcontractors, or others having any right or interest in the Contract, or the proceeds thereof. The page must also include the signature and following information of the person authorized to bind Proposer in the Contract, as shown below:

Respectfully submitted,
(Corporate Name)

By: _____
(Signature)

Name: _____

Title: _____

Date: _____

Address: _____

City: _____

Telephone: _____

7.9 Cost Proposal Format

Proposals must be submitted in the format described below, both as to sequence and content. Failure to comply with these provisions may, at the sole discretion of the Director of DPSS, result in disqualification of the proposal. Cost Proposals are to be separated from the Business Proposal and sealed in an envelope, box, or other secured method.

The Cost Proposal must contain cost detail and demonstrate that the proposed cost is based on realistic and reasonable costs specific to the Contract. County has an objective to engage in cost-effective endeavors to achieve potential savings.

Bid prices must be firm and fixed for the three (3) year term of the Contract. The proposed bid and budget amount shall be for **one (1) month of start-up costs and thirty-five (35) months of ongoing direct case management services costs.**

7.9.1 Cover Page

The cost proposal cover page shall, at a minimum, identify the document as a cost proposal, stating the exact name of the RFP,

RFP Number, proposal submission date, and the Proposer's name. It shall also identify the proposal as "Original" or copies as "Copy 1 of 5," "Copy 2 of 5," etc., as appropriate."

7.9.2 Bid and Budget Sheets (Cost Proposal, Section 1)

Proposer shall submit one Required Bid Sheet, Budget, Budget Narrative, and Employee Benefits Sheets, as detailed in this RFP Paragraphs 7.9.2, 7.9.3, 7.9.4, and 7.9.5, hereunder, for each of the bid categories (i.e., Region II, Region VII or combined GAIN Regions) for which the Proposer is submitting a bid. A sample format for each of the Required Bid Sheet(s) and Budget(s) can be found in Appendix D, Required Forms.

7.9.3 Start-Up Month (Cost Proposal, Section 2)

Proposer shall submit a Start-Up Budget for each GAIN Region for which the Proposer is submitting a bid. Proposers shall include all costs associated with start-up activities necessary to prepare for the commencement of direct case management services. Such costs must be consistent with the Proposer's start-up plan as detailed in this RFP.

7.9.4 Budget Narrative Sheet (Cost Proposal, Section 3)

All proposals must have a Required Line Item Budget Narrative sheet attached to each budget sheet, providing a thorough and clear explanation of all projected line item budget costs. The narrative must follow the same sequence as the line item budgets, and include an explanation of the method of allocating costs for any joint or shared budget item. This includes, but is not limited to, an explanation of what staffing ratios were used in determining the number of Full-Time Equivalents (FTEs) the Proposer believes would be best in providing this RFP's services. The budget and budget narrative will be made a part of the contract with the selected Proposer.

7.9.5 Employee Benefits Sheet (Cost Proposal, Section 4)

All proposals must have an Employee Benefits sheet attached to each budget sheet, providing a thorough and clear explanation of all projected employee benefits itemized. An Employee Benefits sheet must be completed and submitted in this section of the Cost Proposal.

7.9.6 Certification of Independent Price Determination and Acknowledgement of RFP Restrictions (Cost Proposal, Section 5)

The Certification of Independent Price Determination sheet can be found in Appendix D, Required Forms, Exhibit 12, and must be completed and submitted in this section of the Cost Proposal.

7.9.7 County Contract Administration and Monitoring Costs

For each of the bid categories (i.e., Region II, Region VII or the combined Regions), the County will add to the Proposer's cost proposal its costs for administering and monitoring the contract, over the contract period, to determine cost effectiveness (the total cost savings for the County in contracting out) of Proposer's proposal.

7.10 Firm Offer/Withdrawal of Proposal

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

7.11 Proposal Submission

Proposal shall be submitted in two (2) parts:

1. Business proposal

Proposer must submit one (1) original business proposal and five (5) hard copies together in sealed envelope(s) or box(es) separate from the cost proposal. Each box must be clearly labeled in the upper left-hand corner with the Proposer's name and address and bear the following words:

“Business Proposal, for GAIN CASE MANAGEMENT SERVICES, RFP GCM #16-02, GAIN Region _____.”

In the event multiple boxes are sent, each box must be marked as “Box 1 of #,” “Box 2 of #,” etc., where # is the total number of boxes.

2. Cost proposal

Proposer must submit one (1) original cost proposal and five (5) hard copies together in sealed envelope(s) or box(es) separate from the business proposal. Each box must be clearly labeled in the upper left-hand corner with the Proposer's name and address and bear the following words:

“Cost Proposal, for GAIN CASE MANAGEMENT SERVICES, RFP GCM #16-02, GAIN Region _____.”

In the event multiple boxes are sent, each box must be marked as “Box 1 of #,” “Box 2 of #,” etc., where # is the total number of boxes.

Proposer is advised not to alter any form, exhibit, appendix or any information provided either in hardcopy or electronic format. If County determines that Proposer has altered or modified any County provided form or data, County in its sole discretion, may determine the Proposer’s submittal as non-responsive and will not evaluate the proposal further.

The complete proposal package shall be mailed or delivered to:

**Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway S, East Annex, 2nd Floor
City of Industry, CA 91746-3411
Atten: Enedelia Ornelas, Administrative Services Manager II**

Deadline for Proposals

It is the sole responsibility of Proposer to ensure that its proposal is received on or before the submission deadline of **Tuesday, April 26, 2016, 12:00 p.m. (Pacific Time)**. Proposer shall bear all risks associated with delays in delivery by any person or entity, including the U.S. mail or other mail delivery services.

Any proposals received after the scheduled closing date and time will **not** be accepted, these proposals will be returned to the sender unopened. **No** facsimile (Fax) or electronic mail (e-mail) copies will be accepted. Timely hand-delivered proposals will be accepted **only at the specified address above.** It is highly recommended that a receipt be obtained. Proposals delivered to the other two DPSS Crossroads Complex buildings will not be considered and will be returned unopened.

NOTE: DURING THE RFP SUBMISSION PERIOD, AS STATED IN THIS RFP, PROPOSALS WILL BE ACCEPTED MONDAYS THROUGH THURSDAYS ONLY.

NO LATE PROPOSALS WILL BE ACCEPTED

Opening of Proposals

Proposals will not be opened prior to the submission due date nor will the proposals be publicly opened.

Proposal Offers

All proposals submitted shall be firm offers and may not be withdrawn for a period of one year following the last day of proposal submittal.

8.0 SELECTION PROCESS AND EVALUATION CRITERIA

8.1 Selection Process

County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate, and select the successful proposal. The selection process will begin with receipt of the proposals on 04/26/2016.

Evaluation of the proposals will be made by an Evaluation Committee selected by the County. The Committee will evaluate the proposals and use the evaluation approach described herein to select a prospective Contractor. All proposals will be evaluated based on the criteria listed below.

All proposals will be ranked in numerical sequence from high to low. County may also, at its option, invite Proposers being evaluated to make a verbal presentation. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

The Start-Up budget, in conjunction with the Business Proposal component, will be evaluated by the Committee for consistency with Proposer's described Transition Plan. The Evaluation Committee shall evaluate and rank all proposals by GAIN Region bid.

Upon completion of the cost effectiveness test for each of the three independent groups of proposals (described below), the County shall use the following criteria in selecting the group of proposals that will be evaluated.

- If the County receives cost effective proposals for Region II **and** the combined Regions option, but none are received for Region VII, then the County shall evaluate only the proposals for the combined Regions.
- If the County receives cost effective proposals for Region VII **and** the combined Regions option, but none are received for Region II, then the County shall evaluate only the proposals for the combined Regions.
- If the County receives no cost effective proposals for Region II **and** VII, but cost effective proposals are received for the combined Regions, then the County shall evaluate the proposals for the combined Regions.
- If the County receives no qualifying proposals for the combined Regions, but qualifying proposals are received for Regions II and for

Region VII, then the County shall conduct independent evaluations for each of these Regions.

- If the County receives cost effective proposals for Region II, Region VII and the combined Regions, then the County shall conduct independent evaluations for each of the three proposal groups. The County shall take the results of the three evaluations and assess which evaluation result serves the best interests of the County. In making this assessment, the County may use overall cost as the primary selection factor when comparing comparable proposals. For example, if the highest rated proposals for Regions II and VII are of comparable quality to the proposal for the combined Regions, then the option that results in the least cost to the County may be recommended for contract award(s).

After a prospective Contractor(s) has/have been selected, the County and the prospective Contractor(s) will negotiate a contract for submission to the Board for its consideration and possible approval. County reserves the right to enter into simultaneous negotiations with more than one Proposer. If a satisfactory contract(s) cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal as determined by County.

The selected proposal(s), number of contracts recommended for award and/or the preliminary contract award amount(s), are subject to change due to the County-wide Solicitation Protest process. The County's intent to recommend a contract award to a prospective contractor and enter into negotiations may be withdrawn at the sole discretion of the County.

The recommendation to award a contract will not bind the Board to award a contract to the prospective Contractor. The County retains the right to select a Proposal other than the Proposal receiving the highest number of points if County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interest of the County.

8.2 Adherence to Minimum Requirements (Pass/Fail)

County shall review the Proposer's Organization Questionnaire/Affidavit – Exhibit 1 of Appendix D, Required Forms, and determine if the Proposer meets the minimum requirements as outlined in Section 3.0, Proposer's Minimum Mandatory Qualifications, of this RFP.

Failure of Proposer to comply with the minimum mandatory requirements may, at County's sole discretion, eliminate its proposal from any further consideration. County at its sole discretion may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

8.2.1 Cost Effectiveness Test

Pursuant to Section 44.7 of the Los Angeles County Charter, as implemented by Los Angeles County Code Chapter 2.121, contract(s) that result from this RFP must be cost effective when compared with the County's cost of providing these services (County avoidable costs). Accordingly, the County shall test proposals for cost effectiveness.

Proposers that are bidding on either Region II or Region VII shall be evaluated for cost effectiveness using the specific Region they are bidding on. Cost effective Proposals shall advance to the Evaluation process.

Proposers that are bidding on combined Regions II and VII shall be evaluated for cost effectiveness against the County's avoidable cost for providing services in both Regions. Cost effective Proposals shall advance to the Evaluation process.

8.2.2 County Contract Administration and Monitoring Costs

For each of the bid categories detailed in this RFP (i.e., Region II, Region VII and the combined Regions), the County will add to the Proposer's cost proposal its costs for administering and monitoring the contract over the contract period, to determine cost effectiveness (the total cost savings for the County in contracting out) of the Proposer's proposal.

8.3 Disqualification Review

A proposal may be disqualified from consideration because the County determined it was non-responsive at any time during the review/evaluation process. If the County determines that a proposal is disqualified due to non-responsiveness, the County shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review by the date specified.

A request for a Disqualification Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Proposer.
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination): and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides

factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

Proposer can also be disqualified for non-responsibility – See Subsection 5.8.

8.4 Business Proposal Evaluation and Criteria (65%)

Any reviews conducted during the evaluation of the proposal may result in a point reduction.

All Business Proposals that successfully meet the minimum requirements as outlined in Section 3.0, Proposer's Minimum Mandatory Qualifications, and pass the review and tests described in Subsection 8.2, Adherence to Minimum Requirements will be evaluated based on the criteria listed below. All proposals will receive a composite score and be ranked in numerical sequence from high to low. The Evaluation Committee, at its option, may request additional clarification from Proposers to verify information submitted in response to this RFP.

8.4.1 Proposer's Qualifications (15%)

1. Background and Experience

Evaluation of Proposer's experience and capacity as a corporation or other entity to perform the required services based on information provided by the Proposer (Business Proposal, Section 3.1).

2. Performance History Analysis

Evaluation on the verification of references provided (Business Proposal, Section 3.2). In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, reflecting past performance history on County or other contracts will be done. This review may result in point deductions up to one hundred percent (100%) of the total points awarded in this evaluation category. Additionally, a review of terminated contracts will be conducted which may result in point deductions.

3. Financial Capability

Evaluation of the Proposer's financial capability based on information provided (Business Proposal, Section 3.3) and that is in compliance with Living Wage requirements.

4. Pending, Litigation and Judgments

Evaluation of the Proposer's pending litigation, judgments, and any other ability to perform satisfactorily based on the review of information provided (Business Proposal, Section 3.4)

8.4.2 Proposer's Approach to Provide Required Services (25%)

Proposer will be evaluated on the proposed business methodology it will use to meet the Contract work requirements and the Proposer's ability to provide GAIN case management services based on information provided by the Proposer (Business Proposal, Section 4).

In addition, Proposers will be evaluated for demonstrating any innovative, non-traditional ways of providing these services that would enhance performance and exceed the level of services to meet County's goals.

8.4.3 Proposer's Management and Staff Qualifications (10%)

Proposer will be evaluated on its management and staff qualification as stated in the proposal (Business Proposal, Section 5).

8.4.4 Proposer's Quality Control Plan (5%)

Proposer will be evaluated on its quality control plan as stated in the proposal (Business Proposal, Section 6).

8.4.5 Exceptions to Sample Contract Terms & Conditions and/or Requirements of the Statement of Work (Pass or Fail)

Proposer will be evaluated on its willingness to accept the Terms and Conditions outlined in Appendix C, Sample Contract and the requirements outlined in Appendix A, Statement of Work (Business Proposal, Section 7).

All exceptions, if any, to the Terms and Conditions and requirements, will be evaluated together with reasons, proposed alternative language, and impact, if any, on the Proposer's price. The County may deduct 50 overall rating points, **per exception**, from any proposal that takes exception to a contract provision/requirement.

Proposers are further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a contract.

Proposers shall not sign the Sample Agreement at this time. The Proposer selected to provide work as a result of this RFP process shall be required to sign the final version of the Agreement upon completion of the contract negotiation process.

8.4.6 Living Wage Compliance (10%)

A review and evaluation will be made based on the information provided in Section 9 of the Business Proposal. The review and evaluation will include:

1. Proposer's Staffing Plan
2. Demonstrated Controls over Labor/Payroll Record Keeping
 - a. Proposer will be evaluated on the firm's labor/payroll record keeping system and regulatory compliance information provided in Section 9 of the proposal.
 - b. The County may conduct site visits to audit a Proposer's labor/payroll record keeping system and processes.

8.5 Cost Proposal Evaluation Criteria (35%)

Proposal bids will be evaluated and compared to the lowest proposal bid for each of the bid categories (GAIN Regions II, VII, and combined) separately and points awarded accordingly. The maximum points possible will be awarded to the lowest acceptable price proposal in each bid category.

The proposal bid awarded the maximum points in GAIN Regions II and VII will then be separately evaluated and compared to the proposal bid awarded the maximum points in the combined Regions to determine the lowest proposal bid. Points will be awarded accordingly.

Should one or more of the Proposers request and be granted the Local SBE Preference, Transitional Job Opportunities Preference, or the Disabled Veteran Business Enterprise Preference, the price component points will be determined as follows:

Local SBE Preference: Eight percent (8%) of the lowest cost proposed will be calculated, which shall not exceed \$50,000, and that amount will be deducted from the Cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

Transitional Job Opportunities Preference: Eight percent (8%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the preference.

Disabled Veteran Business Enterprise Preference: Eight percent (8%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the preference.

In no case shall any Preference be combined to exceed eight percent (8%) in response to any County solicitation.

8.6 Labor Law/Payroll Violations

Applying criteria as established in Appendix M of this RFP, the County may deduct from one (1%) to twenty (20%) percent of the maximum number of available evaluation points for labor law/payroll violations, with substantially increased deductions for a contractor's failure to disclose reportable violations. "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.

8.7 Department's Proposed Contractor Selection Review

8.7.1 Departmental Debriefing Process

Upon completion of the evaluation, the County shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. As contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although the County may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the County of its intent to request a Proposed Contractor Selection Review (see Paragraph 8.7.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

8.7.2 Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the County.

A request for a Proposed Contractor Selection Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;

2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the County);
3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:
 - a. The Department materially failed to follow procedures specified in its solicitation document. This includes:
 - i. Failure to correctly apply the standards for reviewing the proposal format requirements.
 - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.
 - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.
 - b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer receiving an incorrect score and not being selected as the recommended contractor.
 - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.
 - d. Another basis for review as provided by state or federal law; and
4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (see Subsection 8.8 below).

8.8 County Independent Review Process

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County

Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

A request for a County Independent Review may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a County Independent Review is a Proposer;
2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and
3. The person or entity requesting the review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Paragraph 8.7.2 above.

Upon completion of the County Independent Review, ISD will forward the report to the Department, which will provide a copy to the Proposer.

APPENDIX A
STATEMENT OF WORK

Table of Contents

PREAMBLE.....	73
1.0 GENERAL	73
1.1 Statement of Work	73
1.2 Quality Control Plan.....	75
1.3 Quality Assurance Plan.....	75
1.4 Hours of Operation/Holidays.....	76
1.5 Contractor Management Services	77
2.0 RESPONSIBILITIES.....	83
2.1 County Furnished Items.....	83
2.2 Contractor Furnished Items	89
2.3 Record Keeping.....	93
2.4 Confidentiality of Records.....	94
2.5 Reporting Tasks.....	95
2.6 Complaints.....	96
2.7 Civil Rights Complaints Procedure	96
2.8 Customer Service	97
2.9 Use of Outside Resources	97
3.0 SPECIFIC TASKS	97
3.1 Welfare-to-Work Program	97
3.1.1 Welfare-to-Work Flow Plan	98
3.1.2 Welfare-to-Work Case Assignment.....	98
3.1.3 Appraisal.....	100
3.2 Self-Initiated Programs (SIP) Monitoring.....	101
3.3 Job Club/Orientation/Vocational Assessment (JCO/VA).....	101
3.4 Development of the Welfare-to-Work Plan.....	102
3.5 Dual Track Evaluation.....	104
3.6 Vocational/Educational Assessment and Vocational Training/Education.....	104
3.7 Family Stabilization.....	104
3.8 Clinical Assessment.....	105
3.9 Specialized Supportive Services.....	106
3.10 Homeless Supportive Services	106

3.11	Post-Employment Services.....	107
3.12	Post-Time Limit Services	107
3.13	Non-Compliance Requirements.....	108
4.0	ADDRESSING BARRIERS TO EMPLOYMENT.....	109
4.1	Coordinate Supportive Services	109
4.2	Dressing Professionally	111
4.3	Learning Disabilities.....	111
4.4	Coordinate and Maintain Networks and Resources Provided by DPSS	111
4.5	GAIN Sanction Home Visit Outreach (GSHVO) Program	112
5.0	COUNTYWIDE VOLUNTEER INCOME TAX ASSISTANCE (VITA) PROGRAM.....	113
6.0	BUSINESS SERVICES SPECIALIST.....	114
7.0	PERFORMANCE OUTCOMES.....	115
7.1	GAIN Program Outcomes.....	115
8.0	PERFORMANCE REQUIREMENTS SUMMARY (PRS).....	117
8.1	Introduction	117
8.2	Performance Outcome Areas and Key Measures.....	117
8.3	Other Performance Requirement Standards.....	120
8.4	Performance Requirements Summary (PRS) Chart	120
8.5	Quality Assurance Monitoring Plan	121
8.6	Contract Discrepancy Report (CDR).....	121
8.7	Random Sampling-Criteria for Determining Acceptable or Unacceptable Performance	122
8.8	Unsatisfactory Performance Remedies.....	122
8.9	Remedy of Defects	123
8.10	Green Initiative.....	123

STATEMENT OF WORK TECHNICAL EXHIBITS

B-1	PERFORMANCE OUTCOMES SUMMARY CHART	125
B-1A	KEY MEASURES SUMMARY CHART	126
B-1B	PERFORMANCE REQUIREMENTS SUMMARY CHART	127
B-2	CONTRACT DISCREPANCY REPORT	135
B-3	CASELOAD PROJECTIONS & CASELOAD PROJECTIONS BY LANGUAGE	136
B-4	DESCRIPTION OF GAIN REGIONS II AND VII.....	139
B-5	LINKS TO GAIN POLICIES AND REGULATIONS	142
B-6	WELFARE-TO-WORK GAIN DECISION CHART	143
B-7	LIST OF CURRENT DPSS VOCATIONAL ASSESSORS	145
B-8	LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS.....	146
B-9	REQAD-MIE EXPANDED SAMPLE SELECTION AND CASE REVIEW METHODOLOGY	152

PREAMBLE

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

The County's vision is 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 County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's three Goals: 1) Operational Effectiveness/Fiscal Sustainability; 2) Community Support and Responsiveness; and 3) Integrated Services Delivery. 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.

1.0 GENERAL

1.1 Statement of Work

The general statement of work is to provide GAIN Welfare-to-Work (WtW) Case Management services which consists of operating, under the guidance and direction of DPSS, the County's GAIN Program for the CalWORKs Participants residing in the service areas for GAIN Region II (Antelope Valley, Santa Clarita area and the Western San Fernando Valley) and Region VII (eastern part of the San Fernando Valley, including Glendale). In operating this program, Contractor shall be required to abide by the GAIN Program's federal, State and County policies and regulations, defined as "GAIN Policies and Regulations."

1.1.1 Welfare-to-Work GAIN Decision Chart

Contractor shall follow the WtW Services Flow Plan as shown In this Statement of Work Technical Exhibit B-6, Welfare-to-Work GAIN Decision Chart and future modifications of the Plan developed by DPSS that captures the following complex array of services offered under the GAIN program:

- Case Assignment
- Case Management

- WtW Intake/Appraisal Interview (Pre-screening for Family Stabilization, Domestic Violence, Mental Health, Substance Use Disorder, and Learning Disability)
- Family Stabilization Intensive Case Management
- Learning Disability Evaluation (This evaluation is provided by another Contractor)
- WtW Orientation/Motivational Training (These services are provided by another contractor)
- Self-Initiated Programs (SIP)
- WtW Job Club/Job Search Programs (These programs are provided by another contractor)
- Dual Track Evaluation
- Vocational Assessment (This assessment is provided by another contractor)
- Clinical Assessment (Full screening for Domestic Violence, Mental Health, and Substance Use Disorder is provided by another contractor)
- Development of a WtW Plan
- Paid Work Experience/Work Experience
- Adherence to Non-Compliance Requirements
- Community Services
- Adherence to Pre/Post-WTW 24-Month Time Clock requirements
- Adherence to Post-Time Limit (PTL) services

1.1.2 Addressing Barriers to Employment

The GAIN Program includes a diversity of services that assist Participants in overcoming a wide range of barriers (i.e., Family Stabilization, Learning Disabilities, Domestic Violence, Mental Health, Substance Use Disorder, Linkages Partnership a Service Coordination in partnership with the Department of Children and Family Services (DCFS), and Homelessness) to employment. Contractor shall ensure these services are provided and administered appropriately.

1.1.3 Meet Performance Outcomes and Key Measures

Contractor is required to meet all the Performance Outcomes and Key Measures, as detailed in this Statement of Work, Section 8.0, Performance Requirement Summary, Subsection 8.2, Performance Outcome Areas and Key Measures as summarized in this Statement of Work, Technical Exhibit B-1, Performance Outcomes Summary Chart and Technical Exhibit B-1A, Key Measures Summary Chart and be consistent with the County's GAIN Program goals.

1.1.4 Meet Performance Requirements

Contractor is required to meet all the Performance Requirements, as detailed in this Statement of Work, and summarized in this Statement of Work, Technical Exhibit B-1B, Performance Requirements Summary Chart, and be consistent with the County's GAIN Program goals.

1.2 **Quality Control Plan**

Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure County a consistently high level of 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. Revisions will be due within ten (10) business days of CCA's request.

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

- 1.2.1 Method for ensuring that staff rendering services under this Contract are qualified and the required staffing levels are maintained;
- 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 Method of reporting the resolution of a problem shall include, but is not limited to, documenting the date and time the problem was first identified, a clear description of the problem, the corrective action to be taken, the length of time before the corrective action was initiated along with the timeframe showing when the corrective action will be completed. Said record shall be provided to the County upon request. If the corrective action takes longer than one month to complete, a status report of the corrective action's progress shall be included in the Contractor's Monthly Management Report (MMR);
- 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 GAIN Participants including those who are immigrants, refugees and limited-English proficient.

1.3 **Quality Assurance Plan**

County or its agent will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Appendix C, Sample Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.15, County's Quality Assurance Plan. County or its agent will monitor the Contractor's performance as discussed in detail in this Statement of Work, Technical Exhibit B-1A, Key Measures Summary Chart and Technical Exhibit B-1, Performance Outcomes Summary Chart on a monthly basis. The

purpose of the monitoring is to assess 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. The report will also 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 Appendix C, Sample Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.15, County's Quality Assurance Plan.

1.3.1 Performance Evaluation Meetings

1.3.1.1 County and the Contract Manager shall jointly hold Performance Evaluation Meetings as often as deemed necessary. However, if a Contract Discrepancy Report (CDR), Technical Exhibit B-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.

1.3.1.2 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.

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

1.3.1.4 Upon advance notice, either the County or Contractor may make an auditory recording of the meeting.

1.3.2 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 business hours. However, these personnel may not unreasonably interfere with Contractor performance.

1.4 Hours of Operation/Holidays

1.4.1 Contractor shall be required to provide GAIN services Monday through Friday between the hours of 8:00 am and 5:00 pm. With County's prior approval, Contractor may have a flexible schedule that includes non-traditional operational hours, (e.g., longer evening hours) and Saturdays.

1.4.2 Contractor is not required to provide services on County-recognized holidays. A list of the County holidays will be provided within thirty (30) calendar days of Contract start date, and annually thereafter, as soon as the list is released by the County.

1.5 Contractor Management Services

Contractor shall be responsible for providing all management and administrative tasks necessary for provision of the Greater Avenues for Independence (GAIN) Welfare-to-Work (WtW) Program. Contractor's managerial and administrative tasks include, but are not limited to:

1.5.1 GAIN WtW Program Services

Contractor is responsible for the planning, coordinating, implementing and monitoring of GAIN WtW Program services. Contractor's tasks include, but are not limited to:

- 1.5.1.1 Providing an environment that is businesslike, positive and motivating for Participants and ensuring Contractor's staff will act in a professional manner.
- 1.5.1.2 Ensuring Contractor's staff adheres to the WtW Service Flow Plan as shown in this Statement of Work, Technical Exhibit B-6, Welfare-to-Work GAIN Decision Chart in the prescribed timeframe.
- 1.5.1.3 Ensuring that a Linkages Liaison at the level of Manager is appointed for support to other Linkages Liaisons and Linkages GAIN Services Workers who are collocated at DCFS Offices, and that the Supportive Services Linkages Supervisor and Linkages Case Managers understand their Linkages Partnership Service Coordination role.
- 1.5.1.4 Ensuring that all participants are screened for potential barriers to employment.
- 1.5.1.5 Ensuring that there is staff specifically designated as Family Stabilization Case Managers per State and DPSS Family Stabilization Policy.
- 1.5.1.6 Ensuring Contractor's staff jointly develops a WtW plan with the Participant following vocational assessment, utilizing the information gathered from the assessor as well as the Participant, and as specified in Subection 3.6, Vocational/Educational Assessment and Vocational Training/Education.
- 1.5.1.7 Ensuring that a SSS Liaison at the level of Manager is appointed to address Domestic Violence, Mental Health or Substance Use Disorder issues.

- 1.5.1.8 Ensuring that there is staff specifically designated as SSS Case Managers, who are specifically trained on working with victims of domestic violence.
- 1.5.1.9 Ensuring Contractor's staff maintain communication with the Participant, regularly (at a minimum monthly) monitoring Participant's progress in each of the activities within each WtW component.
- 1.5.1.10 Ensuring Contractor's staff updates Participant's progress by documenting the case record on DPSS' GAIN Employment Activity and Reporting System (GEARS) and/or the LEADER Replacement System (LRS) and the Online California Appraisal Tool (OCAT), as required by California State regulations and Los Angeles County DPSS policy.
- 1.5.1.11 Ensuring Contractor's staff offers assistance with transportation and ancillary/work-related expenses in advance, evaluates need/eligibility, initiates the request for authorization within one (1) business day of the Participant's request and provides all necessary supportive services to assist WtW Participants in overcoming barriers to employment and self-sufficiency.
- 1.5.1.12 Ensuring Contractor's staff works with all Participants in a group, individually, or in a combination of both approaches. Contractor shall be flexible in furnishing the necessary services to Participants as the Program and Participant needs change within the bounds of applicable GAIN Policies and Regulations.
- 1.5.1.13 Ensuring that all GAIN WtW services provided meet the language needs of the Participants in that particular Region.

Ensuring verbal instructions and any written materials, e.g., forms, signs, notices, etc., that the Contractor staff uses for the provision of these GAIN WtW services shall be available and offered to a Participant in the individual's primary language, when translated versions of these materials are made available by the State of California Department of Social Service (CDSS) or DPSS.

When written material are not translated by these entities, the Contractor shall either provide appropriate interpretive services or shall ensure translated materials are accurately translated by providing County with its methodology for certification.

- 1.5.1.14 Ensuring that all required notices, e.g., Equal Employment Opportunity (EEO), State-approved Nondiscrimination in Services, Safely Surrendered Baby Law notices and all other required posters, materials, etc., are available and posted where they are easily accessible to employees and WtW Participants at Contractor's sites as directed by County.

NOTE: Contractor may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012

- 1.5.1.15 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.
- 1.5.1.16 Ensuring that Contractor's staff effectively utilize the online GAIN Policy available at <http://dpss.lacounty.gov/dpss/gain/policy.cfm> to comply with policy. Please note the Department is undergoing a revision of policy format and most recent updates to GAIN policy may not be reflected on the DPSS website.
- 1.5.1.17 Ensuring that Contractor's staff effectively utilize the online available resources such as Administrative Releases, Directives, Memos, Forms, Manual Letters, etc. to comply with program procedures.

1.5.2 Contractor's Staffing Responsibilities

- 1.5.2.1 Contractor shall ensure there is sufficient staff in all levels needed for the delivery of GAIN Case Management services and staff levels are maintained so there is no interruption in services. This includes ensuring back-up staff is available. When there is a vacancy, permanent replacement shall be made within thirty (30) calendar days. Contractor is required to maintain a ninety-seven (97) percent staffing level in all staff positions at all times during the term of the Contract.
- 1.5.2.2 Contractor shall ensure key management staff is readily available to contact, and when there is a vacancy, a temporary replacement shall be made in five (5) calendar days and a permanent replacement shall be made within forty-five (45) calendar days.
- 1.5.2.3 Contractor shall ensure there is sufficient professional, experienced, bilingually-competent staff to administer the GAIN Case Management Services to the County's CalWORKs populations in the requested County's threshold languages,

Spanish, Armenian, Cambodian, Chinese, Korean, Vietnamese, Tagalog, and Russian.

Contractor shall provide County, within thirty (30) days of Contract execution, with standards used to certify fluency of staff providing services in languages other than English.

- 1.5.2.4 Contractor shall identify, under sworn statement, all Contractor employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her reporting responsibility to the County and has no access to County and Contractor records of their own or of any friends, relatives, business relations, personal acquaintance of their own or of tenants, or any individual whose relationship could reasonably sway his/her 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 case documents.
- 1.5.2.5 Ensure all Contractor personnel meet DPSS' Hiring Guidelines as outlined in Appendix C, Exhibit S. Additionally, the Contractor shall ensure that all supervising case managers meet the minimum requirements.
- 1.5.2.6 Contractor shall have an active recruitment program that shall promptly address staff turnover to ensure the ninety-seven (97) percent staffing level is maintained.
- 1.5.2.7 Upon County's request, Contractor shall be responsible for removing and replacing, within twenty-four (24) hours, any Contractor employee performing services under this Contract and ensuring that such individual's duties are satisfactorily performed until a replacement can be arranged.
- 1.5.2.8 Contractor shall ensure all training of new staff and provide ongoing reinforcement training for existing staff. Contractor shall ensure employee attendance to training by providing attendance logs upon County request.
- 1.5.2.9 Contractor shall ensure all staff is able to attend required County trainings at any location within the County.
- 1.5.2.10 Contractor shall maintain a staffing plan to ensure uninterrupted delivery of GAIN Case Management Services during a staff reduction situation, illnesses and vacations.

1.5.3 Office Management Services

- 1.5.3.1 Contractor shall be responsible for planning, coordinating, implementing and monitoring all the administrative tasks necessary for office management of the Contractor's facility to ensure that ongoing, daily office operations (i.e., reception

services, cashiering, etc.) are performed and maintained similar to a County GAIN office.

- 1.5.3.2 Contractor shall be responsible for ensuring sufficient clerical support staff assigned to the case manager units/sections to perform the clerical duties (i.e., answer phones, process assignments, photocopying, etc.) for the unit/section.
- 1.5.3.3 Contractor shall be responsible for maintaining the County-owned immobile security-lock safe located in a secured area on-site.
- 1.5.3.4 Contractor shall be responsible for maintaining ongoing, up-to-date monthly control logs, tracking Language Line usage, specialized supportive service and welfare fraud referrals, appointments, walk-ins, customer complaints, etc. County shall monitor these records on a monthly basis.
- 1.5.3.5 To the extent that County provides negotiables to the Contractor, Contractor shall maintain these negotiables in the County-owned immobile safe and keep accurate, up-to-date records on their issuances. County shall monitor these records on a monthly basis. Contractor shall be responsible for all unaccounted negotiables. At minimum, the face value of all unaccounted negotiables will be directly deducted from the Contractor's monthly payment(s) in the month following discovery.
- 1.5.3.6 Contractor shall be responsible for all long distance, toll and other charged calls, as well as any personal calls or calls made unrelated to this Contract. Contractor shall maintain an up-to-date control log to track for such calls that is available to the County for review. County will require Contractor to reimburse the County for such calls should they be charged on the County's accounts.
- 1.5.3.7 Contractor shall also be responsible for maintaining records related to additional postage costs. Costs not related to services under this Contract shall be disallowed and Contractor shall be responsible for reimbursing the County for such unauthorized usage.

1.5.4 Contractor's Cooperation with County Monitoring/County Oversight

Contractor shall fully cooperate in assisting County in its monitoring and oversight responsibilities. County shall make every effort possible in minimizing any adverse impacts this may have on service delivery, and to the extent possible, shall give advance notice of pending reviews. However, advance notice is not required for County to conduct its reviews.

1.5.4.1 Contractor shall provide to County all cases within three (3) days of request by County Monitors. Contractor shall ensure all appropriate casework is filed in the case. Failure to provide the case file may, at minimum, be deemed an "error." Furthermore, failure to provide a requested case may be deemed a serious lack of administrative oversight in safeguarding a Participant's confidentiality and will adversely affect Contractor's performance rates as described in this Statement of Work, Section 8.0, Performance Requirement Summary, Subsection 8.2, Performance Outcome Areas And Key Measures and Technical Exhibits B-1, Performance Outcomes Summary Chart, B-1A, Key Measures Summary Chart, and Technical Exhibit B-1B Performance Requirements Summary Chart.

1.5.5 Contractor's Cooperation with DPSS' Appeals and State Hearings Section on Case Appeals

Contractor shall provide timely responses to DPSS' Appeals and State Hearings (ASH) Section as defined by DPSS policy. ASH section serves as the liaison on State Hearing case decisions made on Participant appeals related to their cases.

Contractor shall:

1.5.5.1 Be well informed of current GAIN and ASH policies.

1.5.5.2 Participate in conciliation, grievance, State or other public hearings upon request of County.

1.5.5.3 Provide records and documents to the DPSS ASH Section, necessary for review and resolution of the issues for which the participant has requested a State hearing, within two (2) business days of request.

1.5.5.4 Respond to ASH's requests and/or instructions in a timely manner. When State hearing decisions are rendered by CDSS or a Correction Memo (ASH 411) is issued by ASH.

1.5.5.5 Adhere to the mandates of the above documents and implement the required action immediately and/or by ASH's due date.

1.5.5.6 Maintain a monthly listing of State hearing decisions processed including ASH 411s and include this data in the MMR.

1.5.6 Welfare Fraud Prevention & Investigation (WFP&I)

Contractor shall preserve the integrity of the GAIN Program and County resources by having an active fraud prevention program. At minimum, Contractor shall:

- Adhere to County's welfare fraud reporting responsibilities and make fraud referrals when case documentation is questionable and whenever fraud is suspected.
- Make a fraud referral to WFP&I within three (3) business days, in instances when County requests that a referral be made. Contractor shall include a list of all fraud referrals submitted each month with the MMR.
- Safeguard against Contractor employee fraud by including specific monitoring provisions in their Quality Control Plan.
- Make available all records to County related to this Contract. County may review these records without advance notice, as deemed necessary by County.

Any suspected welfare fraud shall be directed to the Welfare Fraud Hotline at 1-800-349-9970. GAIN participants shall also be informed of the We Tip Hotline at 1-800-87-FRAUD to allow anyone that may have information on potential fraudulent activity to report anonymously.

2.0 RESPONSIBILITIES

County and Contractor's administrative responsibilities are as follows:

2.1 County Furnished Items

County will not provide other equipment, supplies, materials, and/or services necessary to perform case management services that are not identified and listed below. The following items are provided by the County for the duration of the Contract only, and solely for the performance of this Contract:

NOTE: In the event County later requires any other changes related to space in either GAIN Region site, County will initiate the change via an Amendment or Change Notice pursuant to Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.1, Amendments.

2.1.1 Facilities

County shall provide space in GAIN Regions II and VII for Contractor to conduct WtW Case Management Services. County provided space is described below:

GAIN Region II

1. Contractor's main office shall be located at: 21415 Plummer Street, Chatsworth, CA 91311. DPSS shall be the primary tenant for this office and Contractor staff shall be co-located with DPSS staff with no additional cost to Contractor.
2. Contractor shall maintain and operate in a large sub-office provided by County at: 1050 E. Palmdale Blvd., Palmdale, CA 93550 with 125 parking spaces for Participants and staff. This office is a leased facility with the lease in effect until March 19, 2019. The lease is a modified full-service lease with the owner of the facility responsible for building and landscape maintenance. The County is responsible for the computers and other office equipment, custodial services, electricity, LEADER or its replacement system, intrusion alarm systems, shred bins, office furniture, computers, scanners and phone equipment (data/phone lines are throughout the facility with the exception of the lobby area/resource room).

Total space available to Contractor at this facility is 18,795 square feet (9 hard offices; 65 cubicles; 4 work stations in reception area; 2 work stations in cashier's area; and a combination of six classrooms and conference rooms).
3. County will provide office space with no additional costs to Contractor in the CalWORKs District Office located at: 27233 Camp Plenty Road, Santa Clarita, CA 91351. This location is subject to change pending search of comparable replacement space in Canyon Country and surrounding communities.

GAIN Region VII

1. Contractor's main office shall be located at 3307 N. Glenoaks Blvd., Burbank, CA 91504. Contractor shall be the primary tenant for this office. County staff shall be co-located with Contractor staff with no additional cost to Contractor.

Total space available to Contractor at this facility is 18,297 sq. ft. (consisting of 58 cubicles; 8 hard offices; 3 work stations in reception; 2 work stations in cashier's area; and 4 combination classrooms/conference rooms).
2. County will provide, at no cost, limited office space to Contractor in the CalWORKs District Offices located at: 4680 San Fernando Road, Glendale, CA 91204 and 7555 Van Nuys Blvd, Van Nuys, CA 91405.

County at its sole discretion may modify, alter, reconfigure and/or improve any or all parts of the County provided space to accommodate for program changes that may require additional staffing or enhanced participant services.

2.1.2 County Personnel

2.1.2.1 GAIN Program Liaison

County will provide a liaison to work with the Contractor on questions related to GAIN Program and/or GAIN operations.

2.1.2.2 Program Integrity Compliance Officer (PICO)

County will designate one (1) or more persons to perform the duties of the PICO. The PICO staff will be responsible for monitoring the integrity of the GAIN Program and DPSS resources, as well as ensuring Contractor is actively addressing safeguards to address fraud.

2.1.2.3 Contract Monitoring

County shall provide Contract Program Monitor(s) to monitor all provisions under this Contract. Monitoring may include Administrative Monitoring involved with the Contract's terms and conditions, Fiscal Monitoring related to the Contract's fiscal provisions, and Service Delivery Monitoring focusing on the Contract's Statement of Work and Performance Requirement Standards.

2.1.2.4 County Issuance Approval (CIA)

County shall provide County Issuance and Approval (CIA) staff as County policy requires that all GAIN mileage, other transportation issuances over a pre-established threshold, and all Ancillary/Work-Related Expense issuances must be reviewed and approved by the County.

County will provide staff to approve and authorize issuances and provide guidance when approval requests require additional verification and/or information. Accordingly, Contractor staff shall review the case and appropriate documentation and make recommendations to the CIA and in turn, the CIA will make the final determination to authorize an issuance.

2.1.2.5 Compliance/Timeclock Staff

County will provide staff to authorize Compliance, Exemptions, and Time Clock Adjustments/Extensions and provide guidance when approval requests require additional verification and/or information.

Such "discretionary actions" cannot be made by contracted staff. Accordingly, Contractor staff shall review the case and appropriate documentation and make recommendations to the County Compliance staff and in turn, the County Compliance Staff will make the final determination to impose an exemption, sanction or time clock adjustment/extensions.

2.1.3 Services

2.1.3.1 Security Services

County shall provide the necessary security personnel at the GAIN Case Management offices, which may include the non-DPSS sites as determined necessary by the County.

2.1.3.2 Parking

County shall make every reasonable effort to provide safe and adequate parking for Contractor's staff at DPSS office sites.

2.1.3.3 Keys

Contractor shall control key and key card issuances to a limited number of appropriate personnel. Contractor shall immediately notify contract administrator of lost keys that may pose a security breach and complete appropriate paperwork as advised by contract administrator to change locks. If Contractor is deemed negligent, cost of locksmith services will be borne by Contractor.

2.1.3.4 Postal Services

To the extent possible, the County's LRS system will centrally mail notices to GAIN Participants. County may also provide a postage meter machine for use specifically on GAIN case management correspondence deemed necessary by the County under this Contract. Contractor will be responsible for securing and maintaining necessary postage accounts to use this machine. Contractor shall not use the postage machines for personal correspondence, communications not directly related to this Contract, communications with their central offices, or any other use not deemed necessary by the County. Contractor may choose to supplement County provided postage costs necessary for the provision of services under this Contract (e.g., express mailing accounts), and such costs shall be specifically detailed in Appendix C, Sample Contract, Exhibit C, Contractor's Budget and Employee Forms.

2.1.3.5 Language Line Accounts

To the extent possible, County shall provide Language Line Accounts to assist the Contractor in serving Participants in languages that staff may not be able to communicate. Contractor shall not use this resource in meeting the primary language needs in its GAIN Region. County shall monitor compliance with Language Line usage. Any misuse of this resource shall not be tolerated and will be deducted from the Contractor's payment.

2.1.4 Training

2.1.4.1 County will provide all training services to all Contract employees who work directly with GAIN Participants on all GAIN WtW Case Management Services prior to start date, periodically throughout the Contract term and to future newly hired employees prior to performing the Contract services.

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

2.1.4.3 County shall provide training to Contractor staff on the following:

- GAIN WtW Program and Services;
- GAIN Policies, Procedures and Regulations;
- Method to access and use State and County-translated materials;
- Method to use LRS application;
- Method to use Online CalWORKs Appraisal Tool (OCAT) application;
- Method to use Electronic Document Management System (EDMS);
- Civil Rights; and
- Welfare Fraud.

County may add mandatory trainings for all Contractor staff, as deemed necessary by the County.

2.1.5 Equipment/Supplies/Materials

2.1.5.1 County shall furnish all GAIN program facilities with modular furniture for the GAIN case managers, supervisors, and designated clerical staff. The furniture is designated to provide each GAIN case manager with a separate workstation for interviewing Participants and simultaneously accessing LRS terminals.

2.1.5.2 County shall furnish all necessary equipment to perform all services required by this Contract (except for items listed in this Statement of Work, Paragraph, 2.2.2) which includes, but is not limited to: desks, tables, chairs, and filing cabinets and an immobile security-lock safe for transportation tokens/passes.

2.1.5.3 County shall furnish telephones and local telephone costs, necessary to perform services under this Contract, as determined by County. Contractor shall not use County phones for personal phone calls unrelated to this Contract. Additionally, Contractor shall be responsible for paying for all long distance,

toll and other charged calls. These costs shall be specifically detailed in the Contractor's budget and in the Budget Narrative.

2.1.5.4 County shall furnish all necessary materials necessary to perform all services required by this Contract which includes, but is not limited to:

- DPSS Operations Handbook, Section 21, Civil Rights Program, Civil Rights Handbook and Desk Reference Guide.
- Applicable DPSS Policies.
- Online GAIN Policy.
- Online Directives, Memos, etc.
- Los Angeles County Fiscal Manual, as deemed appropriate by the County.
- A supply of Civil Rights Complaint forms, PA 607 (for use by GAIN Participants in reporting civil rights complaints), and all other required forms in the various County threshold languages.
- Required Posters.
- A list of County-observed holidays.
- Materials and videos for staff training.
- DPSS hiring guidelines for Contractor use in assessing the appropriateness of hiring Contractor staff under this Contract.

2.1.6 Information Technology

2.1.6.1 County will provide the following Information Technology (IT):

- A workstation for each case manager, supervisor and other necessary personnel, as deemed necessary by the County.
- LRS and OCAT access/accounts to each Contractor staff deemed essential by the County in having access to these applications.
- Microsoft Outlook or comparable e-mailing/database system to each Contractor staff deemed essential by the County in having access to this system.
- Internet account for each Contractor staff deemed essential by the County in having access to the Internet.

- Intranet account for access to MYDPSS for each Contractor staff deemed essential by the County in having access to this system.
- Corresponding User Policy and Agreement forms to ensure the systems are safeguarded against misuse.
- Necessary service and upkeep on the systems.
- Any additional IT resources deemed necessary by the County.
- County must evaluate and approve all software or tools used in the operation or support of the GAIN Case Management Operations. All approved software must be compatible with County standards and hardware and software standards.

2.1.7 Equipment/Inventory/Inspection

2.1.7.1 An inventory of all County-furnished equipment, computer terminals, personal computers (PCs) and furniture shall be initially established by the County and verified by the Contractor at start-up. Contractor shall thereafter maintain the inventory and reconcile such inventory at contract termination to identify any missing items. At Contract termination, all County provided space, furniture, and equipment shall be returned to the County.

2.1.7.2 If damages to equipment and/or theft of equipment occur due to the Contractor's negligence as determined by the County, the Contractor shall be responsible for the cost of repairs/replacements and will be billed by the County. Site inspections may be made by DPSS Property Management Section, DPSS Information Technology Division, County's Internal Services Department and/or other County or local government personnel (e.g., fire, city, etc.).

2.2 **Contractor Furnished Items**

2.2.1 Contractor Personnel

2.2.1.1 Contract Manager and Alternate

Contractor shall provide a qualified full-time Contract Manager and equivalent Alternate who will act as primary liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contract Manager and Alternate shall be identified in writing prior to Contract award and at any time thereafter a change of Contract Manager or Alternate is made. Specifically, the Contractor Manager, or Alternate, shall:

- Have full authority to act for the Contractor on all Contract

matters relating to the daily operation of this Contract.

- Be available between 8:00 A.M. and 5:00 P.M., Monday through Friday, except County holidays.
- Be able to read, write, speak, and understand English fluently.

2.2.1.2 Contractor shall ensure the required level of full-time staffing are maintained to provide the following required functions:

- Case Management Supervision – Supervise specialized and non-specialized case managers assigned to perform the required case management service tasks described in this Statement of Work, Section 3.0, Specific Tasks.
- Case Management Services – Perform the required case management service tasks described in this Statement of Work, Section 3.0, Specific Tasks.
- Business Services Specialist –Assess and develop a Participant’s job readiness, and participate in Job Development Cluster meetings to enhance communication among partnering agencies and organizations. Proactively collaborate with the business community, educational providers and other organizations to develop employment opportunities or short-term training programs for participants that will aid in meeting labor market demands.
- Job Club Liaison Services – Provide case management services to Participants who are in Job Club/Orientation/Vocational Assessment (JCO/VA) collocated at the contracted Job Club provider site.
- Homeless Supportive Services (HSS) Program – Expediently serve the needs of the homeless or those “at-risk” of being homeless. The HSS CCM specializes in assisting homeless Participants with referrals to GAIN activities, including SSS, which will enable the Participant to remove barriers, increase skills and find employment which will help them sustain stable housing.
- Linkages Partnership – Assist in expediting services to potentially eligible families who have open cases with DCFS. The collocated Linkages GAIN Services Worker (LGSW) maintains open lines of communication with DPSS workers including contracted Case Managers/Supervisors and Linkages Liaisons.
- GAIN Sanction Home Visit Outreach Program – Provide outreach to Participants who are at risk of being sanctioned or who are currently sanctioned. Outreach activities, include

telephone contacts, letters, and if necessary, home visits. Outreach may also include conducting Appraisal interviews and signing WtW contracts.

- Child Care Coordination – to liaison between Participants, the contracted Child Care Resource and Referral/Alternative Payment Program (R&R/APP) agency staff, CalWORKs eligibility staff, and GSWs to troubleshoot child care-related issues and concerns that arise and need further research.
- Specialized Supportive Services (SSS) Coordination – Service and refer Participants to the correct SSS providers (Domestic Violence, Mental Health, Substance Use Disorder) during Orientation, Appraisal or any other interview, which will enable the Participant to remove barriers to employment.
- Family Stabilization (FS) Coordination – Service and refer Participants to the FS providers during Appraisal or any other interview.
- Appeals Hearing Coordination – Handle issues pertaining to the Participants' Appeals and State Hearing cases.
- Services for GAIN Sanctioned Participants – Act as point-of-contact for the GAIN sanctioned Participant who elects to resolve his/her sanction.
- Outreach Services for Exempted Participants – Provide outreach services to Participants whose exemption is about to expire within ninety (90) days. To manually complete and provide a monthly report to GAIN Program on the disposition of cases listed on the LRS Report and update LRS to extend an exemption for Participants not assigned to a regular case manager.
- Regional Human Resource (HR) Assistance – Assist with the recruitment of staff, paperwork associated with new and current staff, gathering information for County mandated reports and any other HR associated tasks.
- Staff Development/Training – Develop and provide staff training, as needed, on County-related issues, e.g., requirements associated with Temporary Aid for Needy Families (TANF) Reauthorization Performance goals, contractual compliance requirements, and other compliance issues with laws and regulations.
- Information Technology (IT) Support Coordination – Handle all IT-related issues, troubleshoot computer hardware and software related problems, and manage Contractor's computer related equipment.

- Clerical Support – Perform the clerical support duties described in this Statement of Work, Subsection 1.5 Contractor Management Services, Paragraph 1.5.3, Office Management Services.
- Quality Assurance and Quality Control (QA/QC) Monitor – to conduct random case reviews for compliance of CalWORKs WtW requirements including proper and timely LRS screen updates of participants' cases.
- Electronic Document Management System (EDMS) Support - to scan, validate and correct documents – as prescribed by the County.
- Gatekeeper – to monitor the office, especially in regards to Task Management, Office Scheduling, Staff Assignment and Workload Assignment using the LRS Dashboard.

2.2.2 Equipment/Supplies/Materials

- 2.2.2.1 Contractor shall obtain all equipment, supplies and materials not furnished by County necessary to perform all services required by this Contract and within limits of, and set forth in Attachment B-1 and B-2, Contractor's Budget and Employee Benefits. Any required purchases in excess of Attachment B-1 and B-2 limits, shall be borne by the Contractor.

Contractor shall provide office-related items such as personal computers, printers and monitors, fax machines, photocopy machines, paper shredders, scanners, Digital Video Disc (DVD) players and monitors, and other program-related items, as required by the County.

- 2.2.2.2 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.

Within one (1) workday, all purchases must be reported to the County for tracking purposes. Equipment purchased with Contract funds will be considered County property. Upon termination of this Contract, all Contractor-furnished equipment purchased with County funds shall become County property.

2.2.3 Computer Inventory Maintenance

- 2.2.3.1 Contractor shall maintain an inventory list of furniture, equipment, supplies, computers, etc., at each of the Contractor's sites.
- 2.2.3.2 Contractor shall update and provide to CCA the inventory list no less than on a quarterly basis.
- 2.2.3.3 The inventory list shall be available for review by County, upon request.

- 2.2.3.4 Inventory updates shall be made within one (1) workday after any change occurs in the data specified below:
 - a. Make and model;
 - b. Serial number;
 - c. Location of equipment;
 - d. Justification for change;
 - e. Purchase date; and
 - f. Purchase price.

2.2.4 Security for Computer Equipment

- 2.2.4.1 Contractor shall provide all security measures to ensure that the computer equipment is secured and maintained.
- 2.2.4.2 County will be responsible for locking down the hardware equipment. Contractor shall meet any additional security measures as required by the County and these security measures must be approved by County's Information Technology Division (ITD) staff.
- 2.2.4.3 If the Contractor requires changes in computer, EDMS scanner and/or printer location, the Contractor shall provide a minimum of sixty (60) days prior written notice to the County, pay for all expenses of the County moving the computer equipment to the new location, and provide a dedicated electrical circuit for County-provided computer equipment.
- 2.2.4.4 The Contractor shall safeguard the integrity of all County systems by ensuring that all Contractor employees abide by the County's User policies. The Contractor shall follow County policies by sharing the user policy with its employees; obtain signed User Agreements, and monitoring compliance. At a minimum, the Contractor must ensure that all Contractor staff no longer working under this Contract shall have their computer accounts deleted.
- 2.2.4.5 Contractor must maintain the security and integrity of the LRS application by having up-to-date LRS User Agreements on-file for each end-user and disallowing the sharing of access codes and passwords between staff.

2.3 Record Keeping

- 2.3.1 Contractor shall maintain current, complete case records for each GAIN Participant who starts WtW services and ensure all components are entered into the LRS system timely, accurately and in accordance with existing policy and procedures. Case records include the Contractor staff documentation in LRS and physical documents. Contractor shall maintain retrievable GAIN Participant case records. County shall provide training to the Contractor staff regarding the use and maintenance of case records on LRS.

- 2.3.2 Contractor shall ensure that Participant case records are organized in the manner prescribed by DPSS guidelines. The content of the case records shall abide by applicable DPSS guidelines. For cases where a case folder is mandated (i.e. Domestic Violence cases), the Participant case record shall be kept in a folder, identifiable by GAIN Participant's name and case number. For all other cases, all documents pertaining to the case file should be scanned into the LRS, utilizing the EDMS. These records shall include, but not limited to, the following:
- a. Activity Assignment;
 - b. Participant's Primary Language Designation;
 - c. Participation Agreement;
 - d. Counseling Record;
 - e. Participant Employment Profile;
 - f. Approval of Transportation and Ancillary/Work-related Expenses;
 - g. Child Care General Information;
 - h. Monthly verification of participation hours; and
 - i. Documentation in detail of action taken.
- 2.3.3 When WtW services end and the case record is no longer needed, Contractor shall follow DPSS policies regarding case storage. Contractor shall not dispose of these case records or any document containing Participant information, in any manner outside of DPSS policies, without DPSS approval.
- 2.3.4 Contractor shall maintain all records at a central facility within Los Angeles County for five years after the termination of this Contract or until all audits started during the Contract period or within five years of termination of the Contract, are completed and settled, whichever is later. This includes electronically stored records, if applicable.

2.4 Confidentiality of Records

- 2.4.1 Contractor shall establish procedures to protect all Participant information and shall not make Participant information available outside of DPSS and its partners without written consent from DPSS and the Participant. Refer to Contract Section 7.0 Administration of Contract - Contractor, Subsection 7.5, Confidentiality.
- 2.4.2 Contractor shall maintain the confidentiality of GAIN Participants' records by maintaining files in locked drawers and cabinets at the Contractor's sites and/or headquarters. Contractor shall ensure documents with GAIN Participant information are shredded before discarding.
- 2.4.3 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.

- 2.4.4 Contractor shall establish a secure e-mail address, if Contractor uses non-DPSS email, to protect any Participant personal and/or confidential information it may contain.

2.5 Reporting Tasks

Contractor shall provide reports, as required by County, concerning its activities as they affect the Contract duties and purposes contained herein.

Contractor shall:

- 2.5.1 Complete and submit an MMR in the manner to be described by the County. The MMR for each GAIN Region shall be submitted to the CCA with the monthly invoice by the 15th calendar day of each succeeding month. The MMR may include, but is not limited to:
 - 2.5.1.1 A narrative of any concerns and/or changes in staff, sites, session scheduling, Participant scheduling (backlogs), recommendations for systems improvements, and/or other processes as necessary.
 - 2.5.1.2 A minimum of two (2) Participant success stories.
 - 2.5.1.3 Any other forms and/or ad hoc statistical reports as requested by the County, by the due date established by the County.
 - 2.5.1.4 A discussion of the Contractor's degree of success/nonsuccess in achieving desired Program Outcomes and Performance Requirement Standards.
 - 2.5.1.5 A list of all trainings and training materials provided by the Contractor in the month, including sign-in sheets.
 - 2.5.1.6 A list of all complaints received by the Contractor in the month, including the resolution of the complaint.
 - 2.5.1.7 A list of all ASH decisions received and their resolution.
 - 2.5.1.8 A list of all conditional withdrawals on State hearing requests received and their resolution.
 - 2.5.1.9 A progress report for any problem or discrepancy, if applicable.
 - 2.5.1.10 A report of utilization of outside resources as specified herein.
 - 2.5.1.11 Additional information, as required by County.
- 2.5.2 Obtain feedback sheets from each GAIN Participant concerning his/her evaluation and understanding of the services received. 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 Report any computer systems problems and recommend solution of problems to County within one (1) workday of discovery.

- 2.5.4 Provide County with written statements, records and documents within three (3) workdays of County request.
- 2.5.5 Provide assistance and be available to meet/consult with DPSS management staff as needed, in the event compliance procedures are initiated against a GAIN Participant and a complaint is filed by a GAIN Participant or advocate on the Participant's behalf.

2.6 Complaints

Contractor shall establish a procedure to resolve WtW Participant and community grievances, including Civil Rights complaints, before they reach a formal complaint level. Contractor shall designate a Complaint Liaison to coordinate responses on complaints.

A Substantiated User Complaint is a complaint in which there is sufficient evidence of fact to support the claim, as determined by the County.

Contractor is responsible for the handling and resolution of all Contractor employee complaints.

2.7 Civil Rights Complaints Procedure

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

- 2.7.1 Ensure public contact staff working under this Contract attend mandatory Civil Rights training, as provided or arranged by DPSS, and provide reports to the CCA verifying attendance.
- 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 GAIN Participants with completing a PA 607 (Complaint of Discriminatory Treatment) in the GAIN Participant's primary language.
 - b. Maintain a log of Civil Rights complaints.
 - c. CCA shall act as the Civil Rights Liaison (CRL) between the contracted agency and the Civil Rights representative.
 - d. Forward all PA 607s to the CCA within two (2) business days and maintain a copy.
 - e. CCA/CRL shall not attempt to investigate Civil Rights complaints. All investigations are handled by the Civil Rights Section.

2.8 Customer Service

2.8.1 Contractor shall have in place and provide to County prior to Contract effective date, an active Customer Service Program that is consistent with the County's vision, as detailed in the Preamble found in the Statement of Work. The Customer Service Program must be approved by DPSS. DPSS changes to the Customer Service Program must be made by the Contractor within ten (10) business days.

DPSS will monitor the quality of the Contractor's Customer Service by randomly selecting Participants for telephone and/or site surveys. A deviation of two (2) percent meaning no less than ninety-eight (98) percent overall satisfaction rate shall serve as the Degree of Deviation on this standard. This measure is included in this Statement of Work, Technical Exhibit B-1B, Performance Requirements Summary (PRS) Chart. County, at its sole discretion, may change the means of measuring this standard via an Amendment, as noted in Contract, Section 8.0 Standard Terms and Conditions, Subsection 8.1, Amendments.

2.8.2 Contractor shall meet the following goals, consistent with DPSS goals:

- Ensure ninety-five (95) percent of all Participants are seen within twenty (20) minutes or less from their appointment time.
- Respond to all inquiries, including inquiries from community advocacy groups, within two (2) hours.
- Achieve a ninety-eight (98) percent satisfaction rate with Contractor services of those surveyed.
- Ensure services under this Contract continue in the event of a strike or other labor action of the Contractor's employees.
- Safeguard the integrity of the County's GAIN WtW Program by actively preventing against all forms of fraud.

2.9 Use of Outside Resources

Contractor, upon County approval, may use outside resources, if:

- There is no charge to County;
- Confidentiality rights are protected;
- Services are within allowable time frames; and
- GAIN Participant progress is monitored.

3.0 SPECIFIC TASKS

3.1 Welfare-to-Work Program

In administering the GAIN WtW Program, Contractors must abide by all GAIN policies and regulations that govern this program. This Contract is not meant to supersede GAIN policies and regulations and is consistent with them. The tasks in this Section 3.0, Specific Tasks, are subject to Performance Outcomes, Key Measures and Performance Requirements and are included in this Statement of

Work, Technical Exhibits B-1, Performance Outcomes Summary Chart, B-1A, Key Measures Summary Chart and B-1B, Performance Requirements Summary Chart. County, at its sole discretion, may change the means of measuring these tasks via an Amendment, as noted in Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.1, Amendments.

3.1.1 WtW Flow Plan

- 3.1.1.1 Contractor shall be responsible to track and report the WtW services through effective case management.
- 3.1.1.2 Contractor shall ensure that Participants are scheduled for their first and subsequent WtW activities with lapses of no more than thirty (30) days between activities.
- 3.1.1.3 A WtW Flow Plan has been developed to capture the complex array of services offered under the GAIN program. Contractor's Case Managers shall follow the Welfare-to-Work GAIN Decision Chart, (refer to Technical Exhibit B-6 in this Statement of Work) when providing services to WtW Participants. The following subsections provide additional information on various stages in the flow plan.

3.1.2 WtW Case Assignment

- 3.1.2.1 Contractor shall assign newly referred WtW Participants on the date the referral is received or within no more than five (5) workdays. If a Participant is erroneously assigned, Contractor shall expeditiously reassign the Participant, as appropriate.
- 3.1.2.2 Contractor shall ensure LRS is updated to allow for automated assignment, when possible. If not possible, Contractor shall ensure assignments are manually made quickly and effectively.
- 3.1.2.3 Contractor shall provide WtW Case Assignment services by completing the following steps:
 - a. Identify and assess Participants for the GAIN Program;
 - b. Perform all required LRS updates within one (1) business day;
 - c. Schedule newly referred GAIN Participants for WtW activities with lapses of no more than seven (7) days between each activity, for the appropriate duration of the Program, as specifically outlined in the Statement of Work;
 - d. Assign Participants to Appraisal prior to assignment into any other component, except when assigning to Family Reunification component;

- e. Register and enroll Participants for Appraisal through data entry on LRS;
- f. Perform all required OCAT updates at the time of the Participant's Appraisal or update a no show on the day of the scheduled appraisal;
- g. Prepare and send an activity assignment letter in the Participant's primary language to each Participant scheduled for Appraisal on the date the referral is received or within no more than five (5) workdays;
- h. Update LRS with Participant's completion, no show or rescheduling of Appraisal within one (1) business day;
- i. Initiate non-compliance procedures when a Participant fails to attend Appraisal or other activity/scheduled appointment;
- j. Register and schedule cure-sanction appointments for sanctioned participants who wish to cure their WtW sanctions;
- k. Expedite participants designated as homeless or at-risk of being homeless into GAIN and issue a next-day Appraisal appointment, unless the participants request a more convenient date;
- l. Accurately update required changes (referral assignments and reassignments, component start dates and end dates) to LRS within one (1) business day;
- m. Assign to Job Club as the initial GAIN flow activity, unless the Contractor has determined that the Participant would not benefit from that activity, for example because the Participant is already in an educational activity, participating in Family Preservation, working full time or needs Family Stabilization/Specialized Supportive Services;
- n. Refer to Vocational/Career Assessment utilizing a /LRS - generated referral (GN 6006);
- o. Upon receipt of the Vocational/Career Assessment Summary and Employment/Career Plan (GN 6013/14), ensure GN 6013/14 assessment results are updated on LRS within one (1) business day;
- p. Upon receipt of the GN 6013/14, schedule an appointment within ten (10) business days to review and develop the WtW plan with the Participant, as indicated on the GN 6013/14;

- q. Ensure the WtW plan(s) are signed within ninety (90) days of being determined to have WtW requirements and updated to LRS as required by GAIN policy and regulations.

3.1.2.4 Contractor must accept all mandatory and exempt-volunteer Participants into the GAIN Program. Participants cannot be rejected, except in cases involving specific conditions, e.g., fleeing felon, and then, only after Due Process, as determined by Program regulations and after consultation with GAIN Program.

3.1.3 Appraisal

Contractor shall conduct a two (2) to three (3) hour-long one-on-one GAIN appraisal interview for all GAIN Participants, which shall include, but not be limited to:

- 3.1.3.1 An appraisal of work history, educational achievement, skills and literacy;
- 3.1.3.2 An evaluation of the Participant's immediate supportive services needs, e.g., child care, transportation, Ancillary/Work-Related expenses, etc.;
- 3.1.3.3 An explanation of WtW GAIN Program requirements and responsibilities, (i.e. weekly hours of participation requirement, good cause, exemption, noncompliance, sanction, waivers due to domestic violence, overpayments and repayments on supportive services issuances, etc.);
- 3.1.3.4 An overview of the Contractor's specific method and processes for providing services and work activities;
- 3.1.3.5 Administer the Online CalWORKs Appraisal Tool (OCAT) per policy/procedures;
- 3.1.3.6 An explanation of the financial and social benefits of working;
- 3.1.3.7 Specialized Supportive Services, (Mental Health, Domestic Violence, Substance Use Disorder) screening;
- 3.1.3.8 Discuss and offer the Family Stabilization Program as appropriate;
- 3.1.3.9 Learning Disability screening;
- 3.1.3.10 An explanation of WtW 48-Month Time Clock;
- 3.1.3.11 An explanation and comprehensive discussion of the WtW 24-Month Time Clock;
- 3.1.3.12 An explanation of Expungement Services;
- 3.1.3.13 An explanation of Right to Third Party Assessment;
- 3.1.3.14 Provide the "Bridge to Independence" Guidebook;

3.1.3.15 Self-Initiated Programs (SIP) component.

3.2 Self-Initiated Programs (SIP) Monitoring

SIP is an education or training program in which a Participant is enrolled prior to the date of the appraisal appointment.

3.2.1 Contractor shall approve or deny a SIP according to GAIN Program requirements.

3.2.2 Contractor shall monitor the attendance and progress of Participants in approved SIP, and when the SIP is completed, refer the Participant to Orientation/Job Club/Vocational Assessment and promote a rapid transition to employment.

NOTE: SIP Participants must participate in concurrent WtW activities (e.g., work study, bridging/community services, etc.) when the hours of the education and/or training program are less than the full-time weekly Participation Rate discussed in this Statement of Work, Section 3.0, Specific Tasks, Subsection 3.4, Development of the Welfare-to-Work Plan below.

3.3 Job Club/Orientation/Vocational Assessment (JCO/VA)

Consistent with GAIN Program's goal, JCO/VA's primary goal is to assist Participants in obtaining, securing, and/or promoting to long-term employment at a living wage and self-sufficiency.

3.3.1 Contractor shall refer all non-exempt GAIN Participants, except SIP Participants, to the JCO/VA Program that is provided by another agency contracted by the County.

3.3.1.1 All Participants are required to attend motivational training unless they are exempted by one of the following criteria and wish to be excused:

- Identified or self-declare having a domestic violence, mental health, or substance use disorder barrier which prevents participation in a WtW activity;
- Enrolled and participating in an approved SIP prior to the date of the appraisal appointment;
- Employed;
- Cannot miss school to attend a full-day motivational program.

Participants who qualify for an exemption are still encouraged to attend in order to learn more about the services offered in GAIN.

3.3.1.2 The contracted Job Club provider will provide a one-week, Job Preparation and Planning Seminar to develop a Career Goal Plan as an employment guide, beginning the day following completion of Orientation/Motivation training.

- 3.3.1.3 The contracted Job Club provider will provide a three-week intensive job search activity with an optional week for educational/vocational training, if appropriate.
- 3.3.2 Contractor shall accurately update all required changes including, but not limited to, updating referral assignments and reassignments, component start dates and end dates in LRS within one (1) business day.
- 3.3.3 Contractor shall ensure Participants are provided with the necessary Supportive Services (e.g., child care, transportation, etc.) and Specialized Supportive Services (e.g., mental health, domestic violence, etc.) to participate in their JCO/VA activities.

3.4 Development of the Welfare-to-Work Plan

- 3.4.1 Contractor shall ensure that CalWORKs Participants sign their initial WtW plan within ninety (90) days of their approval of CalWORKs cash aid or upon being determined as being WtW mandatory as required by County.

The WtW Plan shall include:

- Specific activity assignments and services that will move the Participant into sustained employment/self-sufficiency;
 - Hours of participation required;
 - Other details as indicated on the WtW Agreement form that will be provided by County.
- 3.4.2 Contractor shall ensure that each Participant is participating full-time in the WtW activities as outlined by the State, dependent upon the status of the Participants' WtW 24-Month Time Clock (unless exempt or has Good Cause from the full-time requirement). The requirements are currently as follows:
 - 20 hours/week for Participants in a single parent assistance unit with at least one child under the age of 6;
 - 30 hours/week for Participants in a single parent assistance unit with no children under the age of 6;
 - 35 hours/week between the two adults in a two-parent assistance unit where the parents are allowed to share the required hours;
 - Two-parent assistance units where both parents are enrolled in Self-Initiated Programs are each required to complete 30 hours of SIP activity hours per week.
 - 3.4.2.1 After exhausting the WtW 24-Month Time Clock, Single parent participants households' weekly participation hours must include 20 hours of a core activity. Two-parent participant households' weekly participation hours must include 30 hours of a core activity. Participants are required to meet CW federal requirements after exhausting the WtW 24-Month Time Clock,

unless granted an exemption or extension. Contractor shall enroll all non-exempt adults in at least 20/30 hours per week of Core WtW Activities. If needed, Contractor may enroll Participants for up to 10 to 15 hours per week in Core or non-Core activities to meet State participating requirements cited in this Section's Paragraph 3.4.2, dependent upon the composition of the assistance unit and above that will aid recipients in obtaining employment. Refer to Contract, Section 2.0 Definitions, Subsections 2.35, Core Activities and 2.82, Non-Core Activities. These activities shall be described in the Participant's WtW plan.

- 3.4.2.2 Contractor shall ensure WtW activities are customized for each Participant to promote the best opportunity for self-sufficiency and continuous employment once a job is obtained.

WtW activities shall be selected from the list of approved activities below. Activities may be required concurrently, and it is anticipated that many Participants will be involved in multiple concurrent activities.

- Unsubsidized Employment
- Paid Work Experience/Work Experience
- On-the-Job Training
- Work Study
- Self-Employment
- Job Search and Job Readiness Assistance
- Job Skills training directly related to employment
- Vocational Education and Training
- Education directly related to employment
- Community Services
- Adult Basic Education (includes remedial education, GED, and ESL)
- Community Services
- Post-Employment Services:
 - Job retention services
 - Skills and career enhancement
 - Life skills and mentoring
- Post-Time Limit Services
- Life Skills Classes
- Bridging/Concurrent Activity

3.5 Dual Track Evaluation

Dual Track program is available to Participants under special circumstances where the WtW Flow of Orientation to Job Club may not meet the Participant's unique needs. The Dual Track screening tool is administered by the contracted Job Club provider. Upon receipt of the Dual Track screening application from the contracted Job Club provider, Contractor shall:

- 3.5.1 Score the Dual Track;
- 3.5.2 Based on the Participant's score, determine whether or not the Participant is "Dual Track";
- 3.5.3 If the Participant is "Dual Track," he/she has an option to by-pass Job Club and be referred to Vocational Assessment or opt to continue participating in the regular Job Club;
- 3.5.4 If no "Dual Track," the Participant continues to participate in the regular Job Club.

NOTE: Dual Track candidates are offered the option during Job Club to combine part-time work concurrent with a WtW remedial course to improve literacy, i.e., reading, writing, math, English as a Second Language (ESL), and Vocational English as a Second Language (VESL).

3.6 Vocational/Educational Assessment and Vocational Training/Education

- 3.6.1 Contractor shall refer all Participants, except Participants in an approved, full-time SIP, who have not obtained full-time unsubsidized employment or have not completed Vocational Assessment by the end of the JCO period described above, to County approved Vocational Assessment providers for Vocational Assessment. Contractor shall utilize the Vocational Assessment in developing a WtW Plan.
- 3.6.2 Based on the results of a Vocational Assessment, Contractor shall make appropriate and timely referrals to Vocational and/or Educational (VOC/ED) training programs. Appropriate referrals are scheduled with the provider and entered onto the GN 6006 via LRS. Contractor shall consider the Participant's needs for VOC/ED training, including, but not limited to ESL classes, and incorporate the appropriate training as part of the Participant's WtW Plan.
- 3.6.3 Contractor shall accurately update LRS of all required changes including, but not limited to updating referral assignments and reassignments, component start dates and end dates to LRS within one (1) business day.
- 3.6.4 Contractor will advise Participants of their Third-Party Assessments rights and assign Participants to a Third-Party Assessment as requested by any Participant or whenever a contracted Vocational Assessor advises that the Participant does not agree to the developed employment plan.

3.7 Family Stabilization

- 3.7.1 At the WtW Appraisal, Contractor shall conduct a mandatory Family Stabilization (FS) screening with the Online CalWORKs Appraisal Tool to determine if a Participant requires a referral for FS services or Specialized Supportive Services.

Based on this screening, and/or at any time the Participant self-discloses a need for FS or SSS, the Contractor shall make referrals as appropriate. Contractor shall make every effort to ensure Participants are referred FS timely and appropriately.

- 3.7.2 Contractor shall be responsible for providing intensive case management to participants who have been identified with a barrier(s) through the Family Stabilization Program as specified by State and DPSS Family Stabilization policy.
- 3.7.3 Contractor must ensure all necessary supportive services are authorized to facilitate a Participant's participation in FS and through intensive case management, encourage Participants to attend and complete these services.
- 3.7.4 Contractor shall work with the Participants, coordinating with FS agencies, to develop appropriate concurrent WtW activities for the Participant, if appropriate.
- 3.7.5 Contractor shall accurately update LRS of all required changes including, but not limited to: updating referral assignments and reassignments, component start dates and end dates to LRS within one (1) business day.

3.8 Clinical Assessment

- 3.8.1 At WtW Intake and Appraisal, Contractor shall conduct a mandatory Specialized Supportive Services (SSS) screening to determine if a Participant requires a referral for Domestic Violence services and/or a Clinical Assessment (CA) for Mental Health (MH) services and/or Substance Use Disorder (SUD) treatment.

As part of the "Services for Timed-Off Participants" Program, PTL Participants will also be screened upon exhausting their 48 month lifetime limit on cash assistance during the initial contact where "Services for Timed-Off Participants" will be discussed.

Based on this screening, identified, and/or at any time the Participant self-discloses a need for SSS, the Contractor shall ensure SSS services and waivers are explained, offered, and documented. Additionally, Contractor shall make referrals as appropriate and shall make every effort to ensure Participants are referred to clinical assessment, domestic violence, mental health, and/or substance use disorder services timely and appropriately to obtain the SSS agencies' professional recommendation of the Participants ability to participate in WtW activities, or if there is good cause from participating in WtW.

Contractor must ensure that participants identified with a SSS need are assigned to a Specialized Supportive Services staff and expedited into the GAIN Program.

3.8.2 Contractor must ensure all necessary supportive services are authorized to facilitate a Participant's participation in SSS and encourage Participants to attend and complete these services.

3.8.3 Contractor shall work with the Participants, coordinating with SSS agencies, to develop appropriate concurrent WtW activities for the Participant.

3.8.4 Contractor shall accurately update LRS of all required changes including, but not limited to: updating referral assignments and reassignments, component start dates and end dates to LRS within one (1) business day.

3.9 Specialized Supportive Services (Domestic Violence, Mental Health and Substance Use Disorder)

Contractor shall be responsible for screening Participants for domestic violence, mental health and substance use disorder and making referrals for appropriate services per established policy and procedures.

3.10 Homeless Supportive Services

CalWORKs/GAIN Participants identified as homeless are to be expedited into the GAIN Program to receive intensive GAIN services in conjunction with intensive homeless case management services provided by CalWORKs Homeless Case Managers (HCM).

3.10.1 Contractor shall ensure that all CalWORKs Participants designated as "homeless" or "at risk" of being homeless and needing GAIN services are immediately registered into the GAIN Program and given a next day appointment or an appointment date and time that is convenient to the participant unless technical barriers exist to ensure participants receive expedited Homeless Supportive Services (HSS) services.

3.10.2 The HSS CCM shall coordinate the expedited appointment into GAIN, assess the Participant's ability to participate in GAIN including referrals to SSS, and expeditiously provide GAIN case management services.

3.10.3 The HSS CCM shall work in conjunction with the CalWORKs HCM to assist Participant by providing intensive case management focusing on ensuring the participant meets the basic requirements for CW Homeless Families Programs and assisting the participant with supportive services necessary to find secure and permanent housing until the Participant's housing situation is stable.

3.10.5 The HSS CCM shall work with the Participant to meet all WtW requirements when required for the participant to qualify for homeless assistance through one of the CalWORKs homeless programs and/or when advised that the Participant is being assisted at a County Family Solution Center by the HCM.

- 3.10.6 The HSS CCM shall keep open communication with the HCM to advise them of the Participants current WtW status.
- 3.10.7 The HSS CCM shall open the Homeless component which consists of various types of seminars addressing housing barriers, i.e., housing search, life skills, money management, etc.
- 3.10.8 The HSS case manager shall monitor the Homeless indicator along with the LRS Living Arrangements page which reflects the current homeless status, and shall automatically terminate open non-compliances and close/deny any pending sanctions which occur within 90 days of the "Homeless service" date.
- 3.10.9 The HSS case manager shall ensure that good cause is granted for up to three consecutive months to Participants whose emergency housing situation is unstable. Once the good cause expires, the HSS CCM shall contact the Participant to arrange to meet and/or discuss with the HSS case manager his/her housing situation and his/her ability to participate in WtW activities, including FS, and evaluate for possible extension period of "good cause", and take any other action required under GAIN Homeless Policy.
- 3.10.10 The HSS case manager shall inform the participant about the Subsidized Employment Program and refer participants who are work-ready and do not have co-occurring disorders.

3.11 Post-Employment Services

- 3.11.1 Contractor shall offer Post-Employment Services (PES) to employed Participants. Contractor shall accurately document that such services were offered both appropriately and timely in LRS.
- 3.11.2 Contractor shall work in conjunction with educational providers and community agencies to inform Participants of the many opportunities available through education and training services.
- 3.11.3 Contractor shall ensure necessary Supportive Services (i.e. child care, transportation and Ancillary/Work-Related expenses) are offered prior to opening component in LRS.
- 3.11.4 Contractor shall inform Participants of the availability of PES upon CalWORKs termination, including case management and supportive services (transportation and Ancillary/Work-Related expenses) for up to 12 months from CalWORKs termination date as long as Participant remains employed full-time (20/30/35 hours per week).
- 3.11.5 Contractor shall encourage Participants to seek jobs that pay higher than minimum wage and that provide for wage progression and advancement.

3.12 Post-Time Limit Services

- 3.12.1 Contractor shall offer Post-Time Limit (PTL) Services to Participants approaching the expiration of their 48-Month time clock. Contractor shall accurately explain the services available through the GAIN/CalWORKs

program and shall document that such services were offered timely and the Participant's decision to accept or decline PTL services in the LRS.

- 3.12.2 Contractor shall ensure necessary Supportive Services (i.e. child care, transportation and Ancillary/Work-Related services) are offered to the Participant prior to the component appointment date.
- 3.12.3 Contractor shall accurately update required changes/assignments, including an assignment to PTL services to LRS within one (1) business day consistent with GAIN policies and procedures.
- 3.12.4 Contractor shall outreach, and to the extent possible, engage timed-off (less than 12 months from timed off date) Participants in WtW activities.

3.13 Non-Compliance Requirements

The overall goal of this requirement is to minimize the number of sanctioned Participants with the expectation that if the Participant understands the importance of compliance in the GAIN WtW Program, including the post WtW 24-Month Time Clock requirements, he/she will comply with his/her WtW plan and remain in full compliance.

- 3.13.1 Contractor shall outreach to Participants to determine the reason(s) for the nonparticipation and assist the Participant to resolve the noncompliance to prevent a sanction.
- 3.13.2 Contractor shall complete all tasks and responsibilities pertaining to noncompliance contained in GAIN Policy Chapter 1300 and any other procedural requirements issued by DPSS.
- 3.13.3 Contractor shall hold Participants accountable for meeting their WtW responsibilities and their WtW Plan. Contractor shall assist the Participant by any reasonable means to ensure the Participant remains in compliance with Program expectations.
- 3.13.4 Contractor shall initiate a recommendation that a sanction be imposed on a Participant who fails or refuses to comply with mandatory appointments or other requirements. Additionally, Contractor shall notify the SSS agency of the Participants noncompliance prior to recommending that a sanction be imposed.
- 3.13.5 Contractor shall promptly notify the Participant and the designated County Issuance Approval staff within time limits prescribed by County upon determining that the Participant has failed or refused to comply with program requirements, including hours of participation.

NOTE: This sanction is a “Discretionary Action” that is used for the purpose of enforcing the CalWORKs program participation requirements and entails a deduction in the Participant’s CalWORKs cash grant. State law requires that only civil service employees may impose a sanction on a Participant’s case. Thus, County CIA will review the case situation and make the final decision on the sanction recommendation.

4.0 ADDRESSING BARRIERS TO EMPLOYMENT

The GAIN Program includes a diversity of services that assist Participants in overcoming a wide range of barriers to employment. Contractor shall ensure the following services are provided and administered appropriately. The tasks in this Section 4.0, Addressing Barriers to Employment, are subject to Performance Outcomes and Key Measures and are included in this Statement of Work, Technical Exhibits B-1, Performance Outcomes Summary Chart and B-1A, Key Measures Summary Chart.

4.1 Coordinate Supportive Services

Contractor shall ensure that CalWORKs/GAIN Participants receive the necessary Supportive Services timely, which include child care, transportation, and Ancillary/Work-Related expense that are needed to engage in WtW activities and to accept and maintain employment. CalWORKs funds are used for the supportive service payments and funds are issued via LRS.

4.1.1 Supportive Service Payments For Transportation and Ancillaries

4.1.1.1 Contractor shall ensure all requests for transportation and Ancillary/Work-Related expense are offered to CalWORKs/GAIN Participants using only County-required forms.

4.1.1.2 Contractor shall assess the appropriateness of the request, including exploring alternative options in meeting the Participant’s needs, request necessary documentation to substantiate need and cost of the request from the Participant, and document and maintain verification in the Participant’s case file and update the information into LRS. Contractor shall ensure all necessary documents to substantiate requests are on file, the appropriate activity is reflected on LRS, and that the request is attached to the correct activity prior to submitting to the CIA staff.

NOTE: For ancillary/work-related expenses, Contractor is to request follow-up documentation to verify appropriate use of payments, and when not provided, the Contractor shall take appropriate action to create overpayment records/recovery accounts on LRS.

4.1.1.3 Upon receipt of Participant’s request, Contractor shall determine eligibility, calculate and approve public transportation

authorization payments via LRS within two business days, one day for contracted case manager and one day for contracted supervisor. For transportation, retroactive and replacement requests, payments above

the specific threshold limit (\$350.00), mileage, lump sum payments, and taxi cab fare over established threshold (Currently \$20), the Contractor shall make appropriate referrals to the review team involved in the CIA process within two business days. County staff will also review all Ancillary/Work-Related Expense payment requests and make the final approvals.

- 4.1.1.4 Contractor shall accurately update LRS of all required changes including, but not limited to: updating referral assignments and reassignments, component start dates and end dates to LRS within one (1) business day.

4.1.2 Supportive Services for Child Care

- 4.1.2.1 Contractor shall ensure that Participants are informed of the availability of CalWORKs Child Care services, all requests for child care services are offered to CalWORKs/GAIN Participants using County required forms, and offers of child care are properly documented in LRS within the same day.

- 4.1.2.2 Contractor shall refer Participants with child care needs to the appropriate contracted Resource and Referral/Alternative Payment Program (R&R/APP) agency designated by the County to establish child care arrangements using LRS Child Care Request page, within the same day that the Participant requests child care services. If LRS is experiencing technical issues and the child care request cannot be electronically submitted to the appropriate contracted R&R/APP agency within GEARS/LRS, Contractor shall send a manual CalWORKs Stage 1 Child Care Request form (ST1-01) to the R&R/APP agency within the same day.

- 4.1.2.3 Contractor shall work with Participants and the appropriate contracted R&R/APP agency to assist in establishing child care arrangements, to ensure that child care is not a barrier to employment or WtW activity engagement for Participants. Additionally, Contractor shall assist Participants and the appropriate contracted R&R/APP agency to troubleshoot and resolve any subsequent child care problems when necessary.

Contractor shall designate staff who will have the authority to act as the GAIN Child Care Coordinator (CCC). The CCC facilitates responses to requests from DPSS staff, the R&R/APP agencies, Cal-Learn contractors, the community, participants, child care providers, Board offices, etc., for child care

information and DPSS case information or documents pertinent to establishing or maintaining child care eligibility. Whenever requests are received from DPSS staff or the R&R/APP agencies for information needed to determine or maintain child care eligibility that may be available in DPSS case records, the CCC must gather the additional paperwork/documents needed from DPSS eligibility/GAIN/Contracted Regional Office case files to assist the requestor, as appropriate. Responsibilities of the GAIN CCC or alternate designated for each contracted GAIN Regional Office include:

- Working with DPSS staff, participants, and R&R/APP staff on individual family child care cases and troubleshooting any child care problem or issue involving that contracted GAIN Regional Office;
- Reporting to DPSS' Child Care Program Section any child care-related problem that Contractor staff, the CCC, and the R&R/APP staff were not able to resolve.

All CCC duties outlined in DPSS Policy regarding the CalWORKs STAGE 1 Child Care Program apply to GAIN Contracted Regional Office CCCs.

4.2 Dressing Professionally

Contractor shall provide information to Participants about appropriate attire for job interviews and the work site, and require Participants to come to Program activities dressed in work attire. Contractor may assist Participants by requesting authorization of ancillary payments for clothing.

4.3 Learning Disabilities

Contractor shall be responsible for screening Participants for existing Learning Disabilities (LD) and directing them towards appropriate services per established policy and procedures. Contractor shall ensure LD services are explained, offered and documented in LRS and OCAT, as appropriate.

4.4 Coordinate and Maintain Networks and Resources Provided by DPSS

In administering the GAIN Program, Contractor shall work within the community in providing coordinated services and meeting the needs of the general community. Contractor shall coordinate the provisions of WtW related services with community organizations/agencies that provide services deemed necessary to help Participants (e.g., tattoo removal).

4.4.1 Coordination within the Community

4.4.1.1 Contractor shall establish and maintain a good working relationship with the network of community providers by:

- Meeting with community organizations on a regular basis;
- Hosting the GAIN Regional Education and Training (GRET) meeting quarterly;

- Attending community meetings when asked by CalWORKs Districts and/or GAIN Program.
- 4.4.1.2 Organizations with which the Contractor is expected to cultivate active working relations are, at minimum, the following:
- Local CalWORKs District and GAIN Regional offices;
 - Local County offices that provide health and human services;
 - Community welfare advocacy groups;
 - Community groups that serve the GAIN population;
 - Education/training providers, including but not limited to, community colleges, adult education schools, Regional occupational centers and programs;
 - Workforce Investment Boards;
 - CalWORKs domestic violence, mental health, and substance abuse service providers.

4.4.2 Responsiveness to Community Needs

Contractor shall be responsive to the community needs as follows:

- Provide a chain of command, including a Community Liaison, for County review and approval;
- Respond to advocate concerns within two hours, as defined by DPSS policy;
- Involve the Contract's CCA and/or DPSS Program Staff in resolving disputes between the Contractor and community organizations, as necessary;
- Maintain a log of all community inquiries regarding GAIN Services, and provide a copy of this log with the Contractor's Monthly Management Report.

4.5 **GAIN Sanction Home Visit Outreach (GSHVO) Program**

The GAIN Sanction Home Visit Outreach (GSHVO) Program provides outreach to Participants, with or without specialized supportive service's needs, who are at risk of being sanctioned or who are currently sanctioned. The GSHVO Program provides the County with an additional opportunity, beyond those available to the case-carrying GSW/CCM, to establish contact and engage the Participant in identifying and accessing the appropriate services to overcome barriers, enabling them to complete their WtW component and move towards self-sufficiency.

Contractor shall ensure GSHVO Program's primary goal of reducing GAIN sanctions by promoting successful resolution of GAIN Participant's noncompliance issues and re-engaging the GAIN Participant into WtW activities that will lead them to self-sufficiency as follows:

4.5.1 Contractor shall assign the number of staff (Case Managers, one Supervisor, and one Unit Assistant) necessary to perform the tasks associated with the GSHVO Program to achieve a 85% noncompliance/sanction resolution rate.

4.5.2 Contractor's staff shall follow all DPSS Directives, GAIN Policy Chapter 1300 and/or other procedural requirements issued by DPSS pertaining to the GSHVO Program to meet the standard as defined in Performance Outcome Area 2 in the Statement of Work – Technical Exhibit B-1.

Contractor shall provide at minimum, but not limited to, the following tasks:

- a. Assign cases to GSHVO within one workday of the date of discovery;
- b. Initiate telephone contacts to Participants;
- c. Send the GSHVO letter to Participants;
- d. Schedule home visits;
- e. Upon contact, engage the Participant by providing program information, services available, and assistance in resolving noncompliance issues;
- f. Identify the reasons for the Participant's failure or refusal to cooperate with GAIN Program requirements;
- g. Explain the compliance process and provide information on how to resolve noncompliance issues or how to remedy the sanction;
- h. Negotiate a resolution and complete the Compliance Plan and/or necessary contracts;
- i. Complete the GAIN appraisal activities (including updating LRS), call the contracted Job Club provider for a JCO appointment and schedule the JCO appointment
- j. Initiate extended outreach activities to Participants in sanction status over 90 days;
- k. Initiate required contacts/referrals including SSS providers for DV, SUD, and MH services;
- l. Assess the need for transportation, ancillary/work-related expense and offer child care services;
- m. Update all required entries in the Noncompliance Outreach page in LRS including the GSHVO resolution;
- n. Document all contacts in LRS, including the main reason for non-participation;
- o. Complete all reports and surveys required by DPSS; and
- p. Achieve an 85% noncompliance/sanction resolution rate for all GSHVO activities.

5.0 COUNTYWIDE VOLUNTEER INCOME TAX ASSISTANCE (VITA) PROGRAM

Contactor shall request for volunteer staff, which will be comprised of GSWs and GAIN Services Supervisors (GSSs) from Regions II and VII for the duties associated with the VITA Program. This program is contingent upon available funding for marketing, otherwise the services and its corresponding terms will be terminated or considered inapplicable.

The Contractor's VITA program staff shall follow all Directives, or other procedural requirements, issued by DPSS pertaining to the VITA Program. The basic duties of the Contractor's VITA volunteer staff shall include, but are not limited to, the following:

- 5.1 Be available to provide VITA services during the tax seasons for the contract period. VITA services for the 2017 tax season are expected to begin in February 2017 and run through the tax seasons applicable to the contract period.
- 5.2 Provide income tax return preparation assistance, through the Internal Revenue Service (IRS) VITA Program, to current recipients of CalWORKs, CalFresh, or Medi-Cal, or former recipients of CalWORKs within the last 12 months at the GAIN Regional office as specified below. The IRS will provide support, training, and tax preparation software through their website for the implementation of this program. Note: volunteers need to pass the IRS Certification of Training to assist with the VITA Program;
- 5.3 Provide services to qualified Participants every Saturday and at least two evenings per week, during the VITA service period. The appointment system shall be based on the number of available VITA staff while accommodating the Participants' need;
- 5.4 Attend VITA training provided by the IRS and/or DPSS; and
- 5.5 Complete timely and accurate reports per DPSS administrative releases or other procedural requirements.
- 5.6 The contracted Regions/offices to be used for the VITA program are below, unless other locations are agreed upon by the Contractor and County.

West San Fernando Valley

21415 Plummer St., Chatsworth, CA 91311

East San Fernando Valley

3307 N. Glenoaks Blvd., Burbank, CA 91504

Palmdale/Santa Clarita

1050 E. Palmdale Blvd., Palmdale, CA 93550

Note: DPSS retains the right to provide a minimum 30-day advance notice to either terminate the VITA program, or to eliminate or significantly reduce the VITA program funding by operating the program with unpaid volunteers consistent with the IRS guidelines. The IRS requirement states the recruitment of non-paid volunteers to perform VITA services. Therefore contractors are not obligated to recruit/volunteer staff and/or to provide VITA services.

6.0 BUSINESS SERVICES SPECIALIST

The “Business Services Specialist” (BSS) is the Contractors’ job development staff. The BSS must regularly interact with the business community in order to cultivate and maintain the relationships that provide our Participants with job opportunities.

The BSS is responsible for identifying and preparing potential candidates who can meet business staffing needs. This entails coordinating and/or providing services including: staffing and placement assistance, pre-screening and interviewing, workforce development and additional business resource assistance through our partners.

- 6.1 Contractor shall assign at least one Business Services Specialist (BSS) as the area’s GAIN Job Development representative and complete all job development-related tasks (e.g. job development reports, attend job development cluster meetings, etc.).
- 6.2 The BSS shall assess and develop a Participant’s job readiness, create or update resumes and make referrals to employers/other agencies, as appropriate.
- 6.3 The BSS shall proactively collaborate with the business community, educational providers and other community organizations to develop employment opportunities or short-term training programs to meet labor market demands.
- 6.4 During In-House Job Search, the BSS provides the participant with basic training to learn basic job seeking and interviewing skills designed to enhance the participant’s capacity to move towards self-sufficiency. The BSS is also responsible for verifying the job searches in order to account for the Participant’s hours of participation.

7.0 PERFORMANCE OUTCOMES

The overall vision of the GAIN Program is to assist WtW Participants in overcoming barriers to find employment that will result in economic self-sufficiency and independence from welfare programs. The County’s GAIN Program goals were developed with this ultimate vision in mind and the contracted services in this Statement of Work are consistent with these goals.

Consistent with administering Programs and Services with specific and measurable outcomes, the following Program Outcomes in this Section 7.0 are identified as being measurable and are included in this Statement of Work, Technical Exhibit B-1, Performance Outcomes Summary Chart. Should there be a change in federal, State and/or County policies/regulations, the County may amend these Performance Outcomes via an Amendment, as detailed in Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.1, Amendments.

7.1 GAIN Program Outcomes

7.1.1 GAIN Program Participation Rates

Contractor shall ensure that each Participant is participating full-time in the work activities as outlined by the State. For participants with time on the WTW 24-Month Time Clock, the requirements are currently as follows:

- 20 hours/week for Participants in a single parent assistance unit with at least one child under the age of 6.

- 30 hours/week for Participants in a single parent assistance unit with no children under the age of 6.
- 35 hours/week between the two adults in a two-parent assistance unit where the hours may be split by the two parents to meet the hourly requirement.
- Two-parent assistance units where both parents are enrolled in Self-Initiated Programs are each required to complete 30 hours of SIP activity hours per week.

After Participants have exhausted their WTW 24-Month Time Clock, Contractor shall enroll all non-exempt single parent households in at least 20 hours per week of Core WtW Activities and non-exempt two-parent households in at least 30 hours of Core WtW activities. Contractor may enroll Participants in up to 10 to 15 hours per week in Core or non-Core activities to meet State participation requirements (Refer to Contract, Section 2.0, Definition, Subsections 2.35, Core Activities and 2.82, Non-Core Activities), dependent upon the composition of the assistance unit. These activities shall be described in the Participant's WtW plan.

7.1.2 Participant's Employability/Addressing Barriers

Contractor shall ensure that Participants continue to participate full-time in approved work activities by emphasizing and building upon the strengths of the Participants, rather than focusing on limitations and barriers.

Contractor shall earnestly work with Participants to identify the underlying cause(s) of the barriers; to resolve these personal and other barriers to employment; to develop a plan to prevent recurrence and set-backs, emphasizing the Participant's personal responsibility to oneself; and to provide GAIN WtW program options available to the Participants.

7.1.3 Participant's Employment/Job Placement

Contractor shall accurately verify initial verification of employment and monitor ongoing employment and document it in LRS.

Contractor shall provide diligent job placement assistance throughout the Participant's involvement in GAIN, determining the most appropriate job placement strategies for each Participant with the goal of long-term employment. Accordingly, Contractor shall seek jobs that pay higher than minimum wage and that provide for wage progression and advancement.

NOTE: The motto, "GAIN: A Bridge to Independence" shall be defined as consistent with the County's "Applicable GAIN Policies and Regulations." Contractor shall be mindful of the overall goal of the CalWORKs/GAIN programs: self-sufficiency.

7.1.4 Sustaining Employment and Self Sufficiency

Contractor shall utilize training and education resources within the Region that Participants can use to upgrade their skills after they have obtained a job. Contractor shall link employed Participants to these resources on a

case-by-case basis to help them qualify for promotions or better-paying jobs, with the goal of permanent independence from welfare.

8.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

8.1 Introduction

The Performance Outcomes Summary Chart, Technical Exhibit B-1 lists the three Performance Outcome areas that will, in part, be used to determine the Contractor's performance. The Key Measures Summary Chart, Technical Exhibit B-1A, lists the Key Measures that will also be used to determine the Contractor's performance. The Performance Requirement Summary (PRS) Chart, Technical Exhibit B-1B lists the other required services that will be monitored by County during the term of the Contract. The PRS chart indicates the required services, the standards for performance, the maximum deviation from the Standard before service will be determined unsatisfactory, and the preferred method of monitoring.

All listings of required services or standards used in the three (3) aforementioned Exhibits (collectively "Charts") are intended to be completely consistent with the body of the Contract and its 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 body of the Contract and its Statement of Work. In any case of apparent inconsistency between required services or standards as stated in the body of the Contract, and its Statement of Work, and the Charts, the meaning apparent in the Contract will prevail. If any required service or Standard seems to be created in the Charts which is not clearly and forthrightly set forth in the body of the Contract or its 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.

County expects a high standard of Contractor performance for these services because the provision of services to WtW Participants is critical to the mission of DPSS. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the 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 the Contract and Statement of Work, and summarized in the Charts.

8.2 Performance Outcome Areas and Key Measures

8.2.1 The Performance Outcomes Summary Chart, Technical Exhibit B-1 includes the three (3) specific Performance Outcome Areas that are consistent with County DPSS goals for the overall GAIN Program. These Outcome Areas, as applied to GAIN Services, are as follows:

- Work Participation Rate – Every three months, achieve a Work Participation Rate of 50 percent for work-eligible TANF Participants
- Sanction Rate – Every three months, achieve a sanction rate of 16.50 percent or lower.

- **Employment Rate** – Every three months, achieve the target employment rate of 33 percent.

These Outcomes Areas will be subject to review and verification, as deemed necessary by County, and are subject to change according to need and at County discretion. The County will have zero tolerance for any data manipulation committed by the Contractor.

Determinations are based on the following:

1. Work Participation Rate (WPR) – shall be determined by using Los Angeles County Specific Work Participation Rate for the combined WPR result from the expanded sample. E2Lite and TANF RADEP are calculated using TANF work-eligible individuals. The expanded sample is calculated using “GAIN Active” Participants which are within the contractual caseload, but will not capture a true Federal WPR calculation.

The expanded sample will be used as an internal audit to capture the Los Angeles County Specific Work Participation Rate in combination with E2Lite and TANF RADEP. The expanded sample will have a similar function as the E2Lite, in that alone, it is not recognizable by the Feds and State; however, will result in data that is statistically valid and can be broken down by region. The expanded sample will be selected as described in Technical Exhibit B-10.

2. Sanction Rate – shall be determined by using data from LRS/Data Warehouse.
3. Employment Rate – shall be determined by using the data from LRS/Global Warehouse.

8.2.2 The Key Measures Summary Chart, Technical Exhibit B-1A, includes the Key Measures stated in this Statement of Work, as applied to GAIN Services, as follows:

1. Increased Appraisal Show Rate – Contractor to increase appraisal show rate to 50 percent.
2. Reduced Percentage of Individuals between Activities – Contractor to reduce percentage of registrants between activities for more than 30 days to five percent.
3. Reduced Percentage of Individuals without a WtW Plan signed within 90 days – Contractor to reduce the percentage of Participant without a WtW plan more than 90 days to 10 percent.
4. Reduced Unassigned Pool Rate – Contractor to reduce the percentage of Participants in the unassigned pool more than 30 days to three percent.
5. Increased Timeliness of Supportive Services Authorization – Contractor to approve or deny transportation and ancillary/work-

related expenses and submit to CIA within two workdays of request.

6. Increased Employment at Higher Than Minimum Wage- Requires Contractor to meet County's initial (entry level) wage rate.
7. Increased GSHVO Resolutions – Contractor to achieve an 85 percent noncompliance/sanction resolution rate for all GSHVO activities.

Subject to program changes, the County may require changes to these measures, as they relate to Program priorities and regulations.

These Key Measures are tools to gauge the Contractor's progress in meeting or exceeding set standards specified in this Section 8.0, Performance Requirements Summary (PRS), and are subject to change according to need and at County discretion.

Determinations are based on the following:

1. Increased Appraisal Show Rate – shall be determined by using data in LRS report.
2. Reduced Percentage of Individuals Between Activities – shall be determined by using the data in LRS.
3. Reduced Percentage of Individuals Without a WtW Plan Signed Within 90 Days -- shall be determined by using the data from LRS.
4. Reduced Unassigned Pool Rate – shall be determined by using LRS Workload Inventory, Pending Unassigned Employment Services Program List.
5. Increased Timeliness of Supportive Services Authorization – shall be determined by case audit using the data from LRS. "Increased Timeliness of Supportive Services Approval or Denial" shall be determined by auditing cases from LRS and manual case review. The actual sample sizes for both transportation and Ancillary/Work-Related expenses will be determined using a 90 percent confidence level (level of certainty) and eight percent confidence interval (level of precision).
6. Increased Employment at Higher Than Minimum Wage – shall be determined by using data in LRS.
7. Increased GSHVO Resolutions -- shall be determined by using data from LRS/Data Warehouse reporting and the manually compiled monthly reports completed by the GSHVO staff.

Monitoring sources are subject to change according to need and at County discretion.

- 8.2.3 Contractor's performance rate for all other contracted services will be subject to review and verification for contractual compliance and

consistency with County DPSS goals by following the Other Performance Requirement Standards listed in this Subsection 8.3 listed below.

In addition to using the determining factors listed in Paragraph 8.2.1 and 8.2.2 above, County's Contract Monitors shall monitor by conducting case reviews on randomly selected cases to ensure Contractor took appropriate and timely action, per applicable GAIN Policies and Regulations and by interviewing of Participants.

8.3 Other Performance Requirement Standards

The PRS includes the Performance Requirement Standards stated in this Appendix A, Statement of Work that will measure the Contractor's performance related to other operational measures. These include, but are not limited to the following:

- 8.3.1 Verified Contractor met the living wage requirements for its employees.
- 8.3.2 Verified Contractor met required services that address Participant barriers to employment, and provided post-employment and Post-Time Limit services.
- 8.3.3 Verified Contractor's required documentation, e.g., business license, certifications, attendance records, employer verifications, etc., related to the provided services.
- 8.3.4 Reviewed required statistical reports related to the provided service.
- 8.3.5 Verified required data (employment and educational/vocational training) are accurately reflected in LRS.
- 8.3.6 Verified Contractor's administrative obligations, e.g., accurate invoices, monthly reports, etc., are met.
- 8.3.7 Verified Contractor met County's standards in customer satisfaction.

8.4 Performance Requirements Summary (PRS) Chart

The Performance Requirements Summary (PRS) Chart, Technical Exhibit B-1B:

- 8.4.1 Provides the required services and cites the section or subsection where referenced. The sections in this Statement of Work are referenced in each of the required services listed on the PRS to explain how Degree of Deviation is determined.
- 8.4.2 Defines the standards and goals of performance for each of the required services (Column 2 of chart).
- 8.4.3 Shows the maximum allowable Degree of Deviation from perfect performance or County established standard for each required service that is allowed before the County assesses fiscal adjustments (Column 3 of chart).
- 8.4.4 Indicates the method of monitoring the services which includes, but is not limited to "Data Source" from GAIN WtW reports, case reviews, etc. (Column 4 of chart).

8.4.5 Indicates the fiscal adjustments to be assessed for unsatisfactory performance (column 5 of chart).

8.5 Quality Assurance Monitoring Plan

On no less than a quarterly basis, Contractor performance will be monitored to the Contract standards and Degree of Deviation using the Quality Assurance Monitoring Plan (QAMP).

County may use a variety of monitoring methods to evaluate the Contractor's performance. The methods of monitoring that may be used include, but are not limited to:

1. A 100 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 (e.g., case reviews, etc.);
3. Review of computer-generated and manual reports, statistical records and files maintained by the Contractor;
4. On-site observation of Contractor operations;
5. Activity checklists;
6. Participant interviews; and
7. Participant/Community complaints and/or Participant questionnaires.

8.6 Contract Discrepancy Report (CDR)

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

When the performance is unacceptable, the CCA will issue a formal Contract Discrepancy Report (CDR) to the Contractor's Contract Manager. The Contract Manager is required to follow the following procedures:

- 8.6.1 Upon receipt of this document, the Contract Manager is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence.
- 8.6.2 The Contract Manager shall 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 the corrective action is appropriate and if any fiscal deductions will be assessed.
- 8.6.3 A corrective action plan shall be submitted to the CCA within ten business days of CCA's notification to Contractor. This plan shall include, but is not limited to, a clear description of the corrective action plan to be taken, a

timetable for the correction of all deficiencies identified in the CDR, and a date by when the corrective action will be completed. If the corrective action takes longer than one month to complete, a status report of the corrective action's progress shall be included in the Contractor's Monthly Management Report (MMR).

8.7 Random Sampling - Criteria for Determining Acceptable or Unacceptable Performance

In monitoring the Contractor's performance, samples are selected at random so that they will be representative of a population of interest. Selections used in samples are used to measure performance on the Standard, and conclusions are made about the Contractor's performance for the whole population.

The random sampling plan includes the following process:

- 8.7.1 Select a sample at random so that it will be representative of the entire population and/or performance area;
- 8.7.2 Compare the sample to the performance standards to ensure the conclusions drawn from the sample represent the Contractor's overall performance;
- 8.7.3 Include the following information for determining acceptable or unacceptable performance:
 - Degree of Deviation - The maximum allowable degree of deviation from perfect performance or County established standard that is allowed for each required service before the County assesses fiscal deductions;
 - Lot Size - The total number of units or services to be provided; and
 - Sample Size - The number of units to be checked in a given time period.

The Degree of Deviation for each sampling is taken from the PRS chart. The lot size is determined by selecting a population that the County determines appropriate for review. To ensure each service has an equal chance of being selected, a random number table, or other automated sampling tool is used to determine the sample from the appropriate lot size.

When the random sampling process is used, the Contractor's performance is deemed unsatisfactory when the results of a review fail to meet the Degree of Deviation, as defined for each standard in the Appendix A, Technical Exhibit B-1B, PRS Chart and/or the Contractor fails to achieve the minimum standard in the Appendix A, Technical Exhibit B-1B, PRS Chart.

8.8 Unsatisfactory Performance Remedies

When Contractor performance does not meet the requirements of this Contract, County will issue a CDR and require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unsatisfactory performance, specific steps to return performance

to a satisfactory level, and monitoring methods to prevent the recurrence of unsatisfactory performance.

After a CDR has been issued to Contractor for non-compliance of Contract provisions not specifically identified in the PRS and the corrective action has not been completed within the timeframe agreed upon, or a recurrence of the same unsatisfactory performance occurs within the term of this Contract, and a subsequent CDR(s) is issued to Contractor, County shall have the option to apply any or all of the following nonperformance remedies:

- 8.8.1 Reduce payment to Contractor by three hundred dollars (\$300) of the Flat Monthly Rate for each recurrence of unsatisfactory performance in any subsequent monitoring period following the issuance of a CDR.
- 8.8.2 Suspend, cancel, or terminate the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 8.8.3 Authorize 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 the full responsibility of the Contractor. This section does not preclude County's right to terminate the Contract upon ten (10) days written notice with or without cause, as provided for in Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.42, Termination for Convenience.

8.9 Remedy of Defects

Notwithstanding a finding of unsatisfactory performance, 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. Failure to correct the deficiency can result in termination of the Contract.

8.10 Green Initiative

- 8.10.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 8.10.2 Contractor shall notify County's Contract Administrator of Contractor's new green initiatives prior to the contract commencement.

APPENDIX B
STATEMENT OF WORK
TECHNICAL EXHIBITS

PERFORMANCE OUTCOMES SUMMARY CHART

REQUIRED SERVICES	STANDARDS See Statement of Work, Subsection 8.2 Performance Outcome Areas and Key Measures	FISCAL ADJUSTMENT See Contract, Subsection 5.6 Performance Incentives and Deductions	MONITORING SOURCE*
Performance Outcome AREA 1 Work Participation Rate (WPR)	Every three months, achieve a WPR of 50% for TANF work-eligible Participants.	Increase of .25 or Reduction of .50 to 1.5 percent of the Flat Monthly Rate above or below Standard.	E2Lite & TANF RADEP and Expanded Sample
Performance Outcome AREA 2 Sanction Rate	Every three months, achieve an average sanction rate of 16.50% or lower.	Increase of .25 or Reduction of .50 to 1.5 percent of the Flat Monthly Rate above or below Standard.	LRS and/or Data Warehouse reports
Performance Outcome AREA 3 Employment Rate	Every three months achieve the target employment rate of 33%.	Increase of .25 or Reduction of .50 to 1.5 percent of the Flat Monthly Rate above or below Standard.	LRS and/or Data Warehouse reports

* Monitoring sources are subject to change according to need and at County discretion.

KEY MEASURES SUMMARY CHART

REQUIRED SERVICES	STANDARDS See Statement of Work, Subsection 8.2 Performance Outcome Areas and Key Measures	FISCAL ADJUSTMENT	DEGREE OF DEVIATION ALLOWED	MONITORING SOURCE*
KEY MEASURE #1 Increased Appraisal Show Rate	Increase Appraisal Show Rate to 50%	None	3%	LRS and/or Data Warehouse reports
KEY MEASURE #2 Reduced Percentage of Individuals between Activities	Reduce percentage of registrants between activities for more than 30 days to 5%	None	None	LRS and/or Data Warehouse reports
KEY MEASURE #3 Reduced Percentage of Individuals without a WtW Plan signed within 90 days	Reduce percentage of Participants without a WTW plan more than 90 days of CalWORKs approval to 10%	None	None	LRS and/or Data Warehouse reports
KEY MEASURE #4 Reduced Unassigned Pool Rate	Reduce percentage of Participants in the unassigned pool more than 30 days to 3%	None	1%	LRS and/or Data Warehouse reports
KEY MEASURE #5 Increased Timeliness of Supportive Services Authorization	Ensure transportation and ancillary/work-related expenses are approved or denied and submitted to CIA within two workdays of request.	None	5%	LRS and/or Data Warehouse reports
KEY MEASURE #6 Increased Employment at Higher Than Minimum Wage	Meet County's initial (entry level) wage rate	None	3%	LRS and/or Data Warehouse reports
KEY MEASURE #7 Increase GSHVO Resolutions	Achieve a 85% noncompliance/sanction resolution rate for all GSHVO activities	None	3%	LRS and/or Data Warehouse reports

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Provide at Contract effective date a Quality Control (QC) Plan and remain in compliance with this County-approved QC plan throughout the Contract term.</p> <p>SOW, Subsection 1.2, Quality Control Plan</p>	<p>a. Requires Contractor to provide a QC plan on Contract start date.</p> <p>b. Requires Contractor to comply with County approved plan.</p>	<p>None</p>	<p>Review Compliance with the QC Plan</p>	<p>a. Late or incomplete QC Plan \$500</p> <p>b. \$50 a day</p>
<p>At a minimum, provide services during County's normal business hours, Monday through Friday, between the hours of 8:00 am and 5:00 pm.</p> <p>SOW, Subsection 1.4, Hours of Operation/Holidays</p>	<p>Requires direct services be performed during the required hours of operation.</p> <p>Note: Contractor may have County-approved added optional business hours.</p>	<p>None</p>	<p>On-Site Observation</p> <p>Substantiated User Complaint</p>	<p>\$100 per occurrence</p>
<p>Ensure GAIN Participants are offered child care services and referred to the appropriate Resource and Referral/Alternate Payment Program (R&R/APP) Agency timely.</p> <p>Assist the Participants to resolve any subsequent child care problems and work with Participants and the R&R/APP agency to trouble shoot, when necessary.</p> <p>SOW, Paragraph 4.1.2, Supportive Services for Child Care Services</p>	<p>Requires same day child care referrals to the appropriate R&R/APP agency to ensure Participants can participate in WtW activities.</p>	<p>3%</p>	<p>Conducting Case Reviews</p>	<p>\$50 per occurrence</p>

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Provide all management and administrative services necessary to provide planning, coordinating, implementing, and monitoring of Contract.</p> <p>SOW, Subsection 1.5, Contractor Management Services</p>	<p>Requires administrative and management services for providing program services, staffing, office management services, monitoring, cooperation with ASH, and prevention of Welfare Fraud.</p>	<p>None</p>	<p>On-Site Observation</p> <p>Substantiated User Complaint</p>	<p>\$50 per occurrence</p>
<p>Ensure that all confidential documents/papers are placed in a locked or secured container and shredded when disposing of such, as specified in Contract. No confidential documents/papers are to be recycled.</p> <p>Contract, Subsection 9.13, Shredding of Documents</p>	<p>Requires that all confidential documents/papers are placed in a locked or secured container and shredded when disposing of such. Confidential documents/papers shall not be recycled.</p>	<p>None</p>	<p>On-Site Observation</p> <p>Substantiated User Complaint</p>	<p>\$500 per occurrence</p>
<p>Ensure GAIN Participants are evaluated for Learning Disabilities appropriately and timely as specifically outlined in the Statement of Work.</p> <p>SOW, Subsection 4.3, Learning Disabilities</p>	<p>Evaluate and assign GAIN Participants to appropriate activities to help resolve Learning Disability barriers. Complete required screening tool and the Learning Disability screen in LRS for each Participant.</p>	<p>3%</p>	<p>Case Reviews</p> <p>Substantiated User Complaint</p>	<p>\$100 per occurrence</p>
<p>Ensure GAIN Participants offered supportive services appropriately and in a timely manner as specifically outlined in the Statement of Work</p> <p>SOW, Subsection 4.1, Coordinate Supportive Services</p>	<p>Requires GAIN Participants be offered supportive services appropriately and timely.</p>	<p>3%</p>	<p>Case Reviews</p>	<p>\$50 per occurrence</p>

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Ensure GAIN Participants are offered Post-Employment Services appropriately and in a timely manner as specifically outlined in the Statement of Work.</p> <p>SOW, Subsection 3.11, Post-Employment Services</p>	<p>Requires that Post-Employment Services are offered to employed GAIN Participants who meet eligibility criteria, appropriately and timely.</p>	<p>3%</p>	<p>Case Reviews</p>	<p>\$50 per occurrence</p>
<p>Ensure GAIN Participants are offered Post-Time Limit services appropriately and in a timely manner as specifically outlined in the Statement of Work.</p> <p>SOW, Subsection 3.12, Post-Time Limit Services</p>	<p>Requires GAIN Participants be offered Post-Time Limit services appropriately and timely.</p>	<p>3%</p>	<p>Case Reviews</p>	<p>\$50 per occurrence</p>
<p>Comply with the terms of the Customer Service Program directed by DPSS and as specifically outlined in the Statement of Work.</p> <p>SOW, Subsection 2.8, Customer Service</p>	<p>Requires Customer Service goals are met:</p> <ul style="list-style-type: none"> a. 95% of Participants are seen within 20 minutes of their appointment time. b. Response to community advocate inquiries is required within 2 hours. c. Achieves a 98% satisfaction rate of those surveyed. 	<p>2%</p>	<p>On-Site Review</p> <p>Substantiated User Complaint</p> <p>Telephone surveys site</p>	<ul style="list-style-type: none"> a. \$100 per occurrence b. \$100 per occurrence c. \$200 per occurrence

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Ensure there is sufficient competently bilingual staff to administer GAIN case management services to Participants whose primary language is not English, but is one of the County threshold languages.</p> <p>SOW, Paragraph 1.5.2, Contractor's Staffing Responsibilities, Subparagraph 1.5.2.3</p>	<p>Requires providing sufficient competently bilingual staff to administer GAIN case management services to Participants whose primary language is not English, but is one of the County threshold languages.</p>	<p>None</p>	<p>Review of MMR</p> <p>Substantiated User Complaint</p>	<p>\$100 per occurrence</p>
<p>Utilize County-provided Language Line account to assist in serving Participants whose primary language is not English and not one of the County threshold languages.</p> <p>SOW, Subparagraph 2.1.3.5, Language Line Accounts</p>	<p>Requires Contractor compliance with Language Line usage. County has a zero tolerance of any misuse.</p>	<p>None</p>	<p>Review of MMR</p> <p>Substantiated User Complaint</p>	<p>\$100 per occurrence</p>
<p>Maintain and update a computerized inventory list of County-owned LRS equipment, other computers, furniture, equipment, supplies, etc., at each GAIN site.</p> <p>SOW, Paragraph 2.2.3, Computer Inventory Maintenance</p>	<p>Requires the computerized inventory list be maintained and updated quarterly in accordance with County standards.</p>	<p>None</p>	<p>Review of Inventory List</p>	<p>\$50 per occurrence</p>

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Ensure that the computer and scanning equipment is secure and the confidentiality of computer data is maintained.</p> <p>SOW, Paragraph 2.2.4, Security for Computer Equipment</p>	<p>Requires ongoing security/upkeep of LRS equipment and the confidentiality of computer data is maintained in accordance with County standards.</p>	<p>None</p>	<p>On-Site Observation</p> <p>Substantiated User Complaint</p> <p>Inventory Reconciliation</p>	<p>\$500 per occurrence</p>
<p>Initiate and maintain a Participant case folder for each GAIN Participant as required by County; create and maintain a Participant case file in LRS for each GAIN Participant as required by County.</p> <p>Timely and regularly update both the GAIN Participant case folder as well as LRS.</p> <p>SOW, Subsection 2.3, Record Keeping</p>	<p>Requires accurate and timely documentation of the GAIN Participant's activities in the Participant's case folder and/or LRS.</p> <p>AND</p> <p>Requires input to LRS within one business day or applicable specified timeframes consistent with policy.</p>	<p>None</p>	<p>Case Reviews</p> <p>LRS</p>	<p>\$50 per occurrence</p> <p>\$50 per occurrence</p>
<p>Ensure that Confidentiality Agreements are on file for all active Contractor employees.</p> <p>Maintain the confidentiality of GAIN Participants' records by maintaining folders in locked drawers and cabinets at GAIN sites and at Contractor's headquarters.</p> <p>SOW, Subsection 2.4, Confidentiality of Records</p>	<p>a. Requires all Contractor employees have Confidentiality Agreements on file prior to the employee's start date.</p> <p>b. Requires all GAIN Participants' records be secured in Contractor's sites.</p> <p>c. Requires all Participant records be accessible to County upon request during any business day.</p>	<p>None</p>	<p>Random Sampling</p> <p>On-Site Review</p>	<p>a. \$500 per occurrence</p> <p>b. \$500 per occurrence</p> <p>c. \$500 per occurrence</p>

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Assign an administrative person to receive and control the distribution of negotiables, Ancillary/Work-Related Expenses, expenses, monthly/weekly bus passes and bus tokens to the GAIN sites.</p> <p>Administrative staff shall also maintain accurate detailed control logs for audit purposes.</p> <p>SOW, Paragraph 1.5.3, Office Management Services</p>	<p>a. Requires controls for distribution of negotiables, ancillary/work-related expenses, monthly bus passes and bus tokens.</p> <p>b. Requires an on-site immobile security-lock safe located in a secured area.</p> <p>c. Requires accurate detailed control logs to be maintained.</p>	<p>None</p>	<p>On-Site Inspection</p>	<p>a. \$100 per occurrence</p> <p>b. \$50 per day</p> <p>c. \$50 per occurrence</p>
<p>Comply with the terms of the Civil Rights Complaints Procedure and DPSS Complaints Procedure as specifically outlined in the Statement of Work.</p> <p>SOW, Subsection 2.6 Complaints and 2.7, Civil Rights Complaints Procedure</p>	<p>Ensures the terms of the Civil Rights Complaints Procedures and Complaints Procedures, are met.</p>	<p>None</p>	<p>Substantiated User Complaint</p>	<p>\$100 per occurrence</p>
<p>Comply with the terms of the Case Appeals Procedures and Welfare Fraud Procedures as directed by DPSS, and as specifically outlined in the Statement of Work.</p> <p>SOW, Paragraph 1.5.5, Case Appeals and Paragraph 1.5.6, Welfare Fraud</p>	<p>Ensures the terms of the Case Appeals and Welfare Fraud Procedures are met.</p>	<p>None</p>	<p>On-Site Review</p> <p>Substantiated User Complaint</p>	<p>\$100 per occurrence</p>

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Provide timely and accurate monthly invoices with supporting documentation to the CCA as specified in Contract.</p> <p>Contract, Subsection 5.5, Invoices and Payments</p>	<p>Ensures that all invoices are accurate, have support documentation and are submitted timely.</p>	<p>None</p>	<p>100% Review</p>	<p>Late, inaccurate or incomplete invoice \$50 per day</p>
<p>Provide accurate and timely Monthly Management Reports (MMRs). Also provide any other reports requested by County to the CCA during the term of the Contract.</p> <p>Contract, Subsection 5.5, Invoices and Payment Process</p>	<p>Provides accurate and timely MMRs and any other reports requested by County.</p>	<p>None</p>	<p>100% Review</p>	<p>Late or incomplete MMR \$100 per day</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 Subsections 8.24 General Provisions for All Insurance Coverage and 8.25 Insurance Coverage</p>	<p>Ensures that all insurance policies are current and meet County insurance requirements.</p>	<p>None</p>	<p>Annual 100% Review</p>	<p>Full compensation for all costs incurred by County</p>

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARDS & GOALS	DEGREE OF DEVIATION ALLOWED	MONITORING METHODS	FISCAL ADJUSTMENT
<p>Enforce all the requirements of the County's Living Wage (LW) Program.</p> <p>Contract, Subsection 9.1 Compliance with County's Living Wage Program, Appendix C, Exhibit T, Living Wage Ordinance.</p>	<p>Contractor is responsible for enforcing all the requirements of the County's Living Wage Program.</p>	<p>None</p>	<p>Substantiated User Complaint</p> <p>On-site Reviews</p>	<p>Late or Incomplete LW Reports \$50 a day</p> <p>Employee Payments Less Than LW pay \$100 a day</p>
<p>Implement a formal corrective action plan, approved by County, to remedy any and all unsatisfactory performance, within the timeframe agreed upon, via the issuance of a formal CDR.</p> <p>SOW, Subsection 8.8, Unsatisfactory Performance Remedies</p>	<p>Requires Contractor to implement a corrective action plan, when necessary, to remedy any and all unsatisfactory performance and prevent recurrence of same unsatisfactory performance in any subsequent monitoring period following issuance of CDR.</p>	<p>One Occurrence</p>	<p>On-Site Review</p> <p>MMR Review</p> <p>Substantiated User Complaint</p> <p>Other sources</p>	<p>Reduction of \$300 dollars from Flat Monthly Rate, per recurrence</p>

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATE:

Date Prepared:

Date Returned by Contractor:

Date Action Completed:

DISCREPANCY PROBLEMS: _____

Signature of QAE/CCA _____ Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contract Manager _____ Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of QAE/CCA _____ Date

COUNTY ACTIONS: _____

Contractor Notified of Action: _____

Signature of County Contract Administrator

**GAIN CASE MANGEMENT CONTRACT
CASELOAD PROJECTIONS
FOR THE PERIOD OF MARCH 1, 2017 THROUGH FEBRUARY 29, 2020**

	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Average
Region II	12,104	12,000	11,927	11,796	12,136	12,369	12,504	12,322	12,094	12,096	12,088	11,940	12,023	11,882	11,808	11,678	12,034	12,305	12,379	12,199	11,973	11,975	11,967	11,820	11,902	11,763	11,689	11,561	11,913	12,181	12,256	12,076	11,853	11,854	11,847	11,702	12,000
Region VII	8,050	8,035	7,906	7,824	7,988	8,013	8,145	8,062	7,934	8,061	8,033	8,063	8,058	8,042	7,911	7,828	7,962	8,017	8,050	8,026	7,907	8,016	8,028	8,018	8,062	8,046	7,915	7,822	7,996	8,022	8,054	8,021	7,942	8,055	8,042	8,033	8,000
TOTAL	20,154	20,035	19,833	19,620	20,124	20,382	20,649	20,384	20,028	20,157	20,121	20,003	20,081	19,924	19,719	19,506	19,996	20,322	20,429	20,225	19,880	19,991	19,995	19,838	19,964	19,809	19,604	19,383	19,909	20,203	20,309	20,097	19,795	19,909	19,889	19,735	20,000

GAIN CASELOAD PROJECTIONS BY LANGUAGE FOR THE PERIOD OF MARCH 1, 2017 THROUGH FEBRUARY 29, 2020

REGION II		Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Average	%by language									
Amesian		2	2	2	2	2	2	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	0.02%					
Arabic		58	58	57	57	58	59	60	59	58	58	58	57	58	57	57	56	58	59	59	59	57	57	57	57	57	56	56	55	57	58	59	58	57	57	57	56	58	58	58	58	58	58	0.48%				
Armenian		62	61	61	60	62	63	64	63	62	62	62	61	61	61	60	60	61	63	63	62	61	61	61	60	61	60	60	59	61	62	63	62	60	60	60	60	60	60	60	60	61	60	61	0.51%			
Cambodian		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0.01%			
English		10,988	10,894	10,827	10,708	11,017	11,229	11,351	11,186	10,979	10,981	10,973	10,839	10,914	10,786	10,719	10,601	10,924	11,170	11,238	11,074	10,869	10,871	10,864	10,730	10,805	10,678	10,611	10,495	10,815	11,058	11,125	10,963	10,760	10,761	10,755	10,623	10,894	10,894	10,894	10,894	10,894	10,894	90.78%				
Farsi		199	197	196	193	199	203	205	202	198	198	198	196	197	195	194	192	197	202	203	200	196	196	196	194	195	193	192	190	195	200	201	198	194	194	194	194	192	197	197	197	197	197	197	1.64%			
Hebrew		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%		
Hindi		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0.01%		
Korean		2	2	2	2	2	2	3	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	0.02%	
Other Non-English		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0.01%	
Russian		45	44	44	44	45	46	46	46	45	45	45	44	44	44	44	43	45	46	46	45	44	44	44	44	44	44	44	43	43	44	45	45	45	44	44	44	43	44	44	43	44	44	44	44	44	44	0.37%
Spanish		736	730	725	717	738	752	760	749	735	735	735	726	731	722	718	710	732	748	753	742	728	728	728	719	724	715	711	703	724	741	745	734	721	721	720	711	730	730	730	730	730	730	730	730	730	730	6.08%
Tagalog		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Thai		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Turkish		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	0.01%
Vietnamese		7	7	7	7	7	7	8	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	7	0.06%
TOTAL		12,104	12,000	11,927	11,796	12,136	12,369	12,504	12,322	12,094	12,096	12,088	11,940	12,023	11,882	11,808	11,678	12,034	12,305	12,379	12,199	11,973	11,975	11,967	11,820	11,902	11,763	11,689	11,561	11,913	12,181	12,255	12,076	11,853	11,854	11,847	11,702	12,000	12,000	12,000	12,000	12,000	12,000	100.00%				

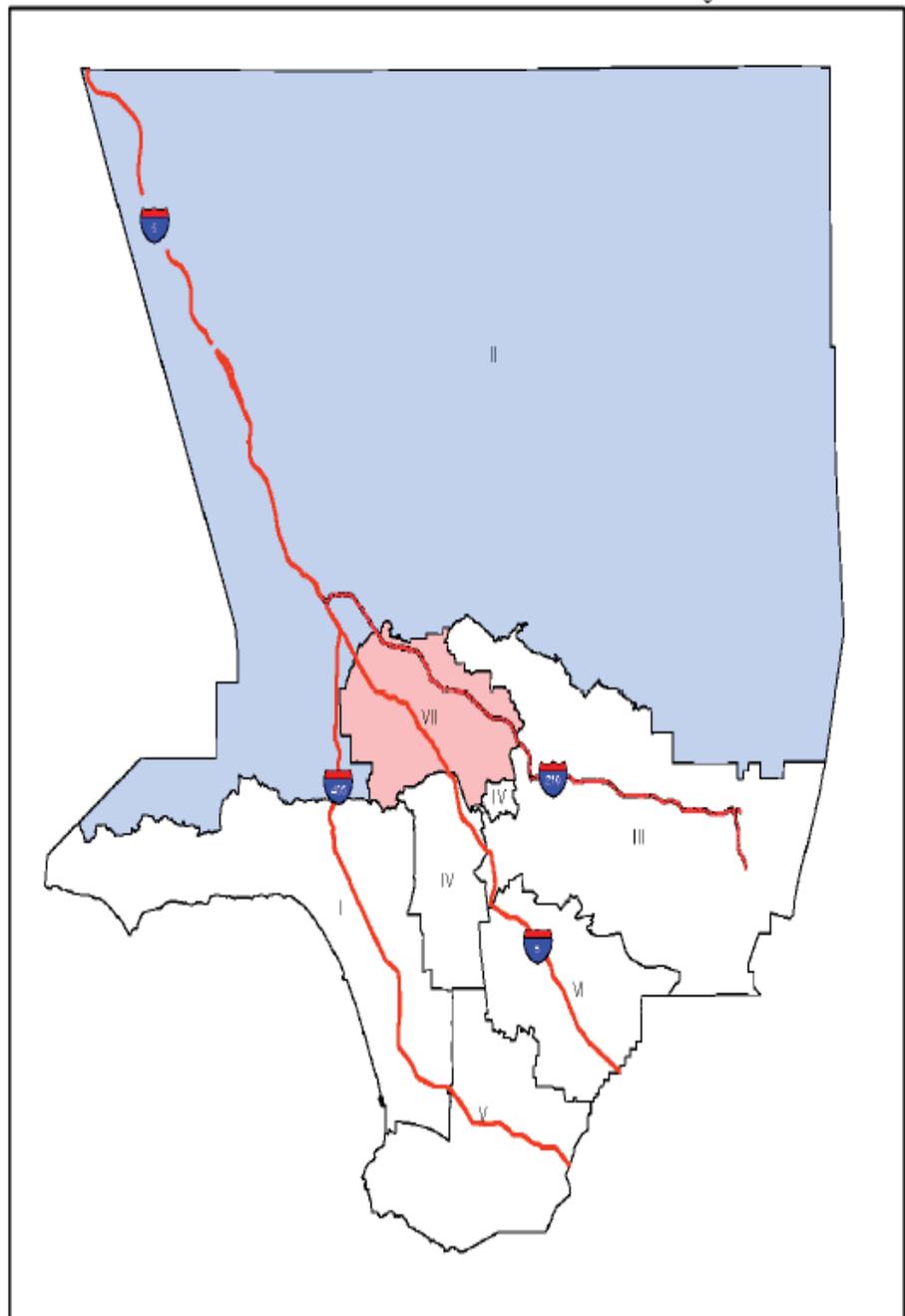
DESCRIPTION OF GAIN REGIONS II AND VII

**GAIN Regions II and VII and
GAIN Regional Boundaries**

Legend

GAIN Regions II & VII

-  II
-  VII
-  GAIN Regional Boundaries
-  Freeways



Research, Statistics and Data Services Section 3/16/05

DESCRIPTION OF GAIN REGIONS II AND VII

The County, at its sole discretion, may change the following boundary descriptions for GAIN Regions II and VII. The County is solely responsible for case assignment across all Regions. As such, these general descriptions are included below to assist the Proposer in geographically identifying GAIN Regions II and VII.

GAIN REGION II - WEST SAN FERNANDO VALLEY/ANTELOPE VALLEY

GAIN Region II generally covers the northernmost portion of the County, including the Antelope Valley, Santa Clarita area and the western San Fernando Valley. Offices are located in the cities of Chatsworth and Palmdale. Additional space is provided in Santa Clarita. The following is a description of the boundaries that define GAIN Region II.

Northern, Eastern and Western Boundaries

Roughly, the northern half of Los Angeles is included in GAIN Region II. These boundaries are generally the county line between Los Angeles County and the neighboring Ventura, Kern and San Bernardino counties.

East-Southern and Southern Boundaries

From the eastern end of Los Angeles County, the communities in the north side of the San Gabriel mountain area serves as the southern boundary. Generally, Angeles Crest Highway, Angeles Forest Highway and Big Tujunga Canyon Road serve as the boundary as you move in a western direction until you reach the city limits of the City of Los Angeles and continue along Foothill Blvd. to the southern boundary of the City of San Fernando.

The cities/communities of Mission Hills and North Hills, south along Sepulveda serve as Region II's boundary until Mulholland Drive. Mulholland Drive and Mulholland Highway serve as general boundaries to the LA-Ventura county line.

GAIN REGION VII - EAST SAN FERNANDO VALLEY/GLENDALE

GAIN Region VII generally covers the eastern part of the San Fernando Valley, including Glendale. The office is located in the city of Burbank. Additional space is provided in Glendale and Van Nuys. The following is a description of the boundaries that define GAIN Region VII.

Western, Northwestern and Northern Boundary

Sepulveda Blvd. serves as the principle western boundary, north to Nordhoff, along the cities/communities of Van Nuys and Panorama City. The cities/communities of Arleta, Pacoima Lake View Terrace, Sunland, Tujunga, Glendale, La Crescenta, and La Cañada Flintridge generally serve as boundary cities.

Eastern Boundary

Generally, the city of Glendale serves as the easternmost boundary.

Southern and Southwestern Boundary

Glendale's city limits continue to serve as the boundary, into Burbank, where the Los Angeles River serves as the boundary to Lankershim Blvd. south to Mulholland Drive, then west to Sepulveda Blvd.

LINKS TO GAIN POLICIES AND REGULATIONS

Applicable GAIN Rules and Regulations

The County’s GAIN Handbook provides direction of GAIN policies and procedures. Please note the Department is undergoing a revision of policy format and most recent updates to GAIN policy may not be reflected on the DPSS website.

<http://dpss.lacounty.gov>

Program Administrative Directives, Forms Manual Letters, Administrative Memos and Call-outs.

Los Angeles County CalWORKs Plan

The Los Angeles County CalWORKs Plan can be reviewed at the DPSS web site:

<http://dpss.lacounty.gov>

California Welfare Reform Legislation

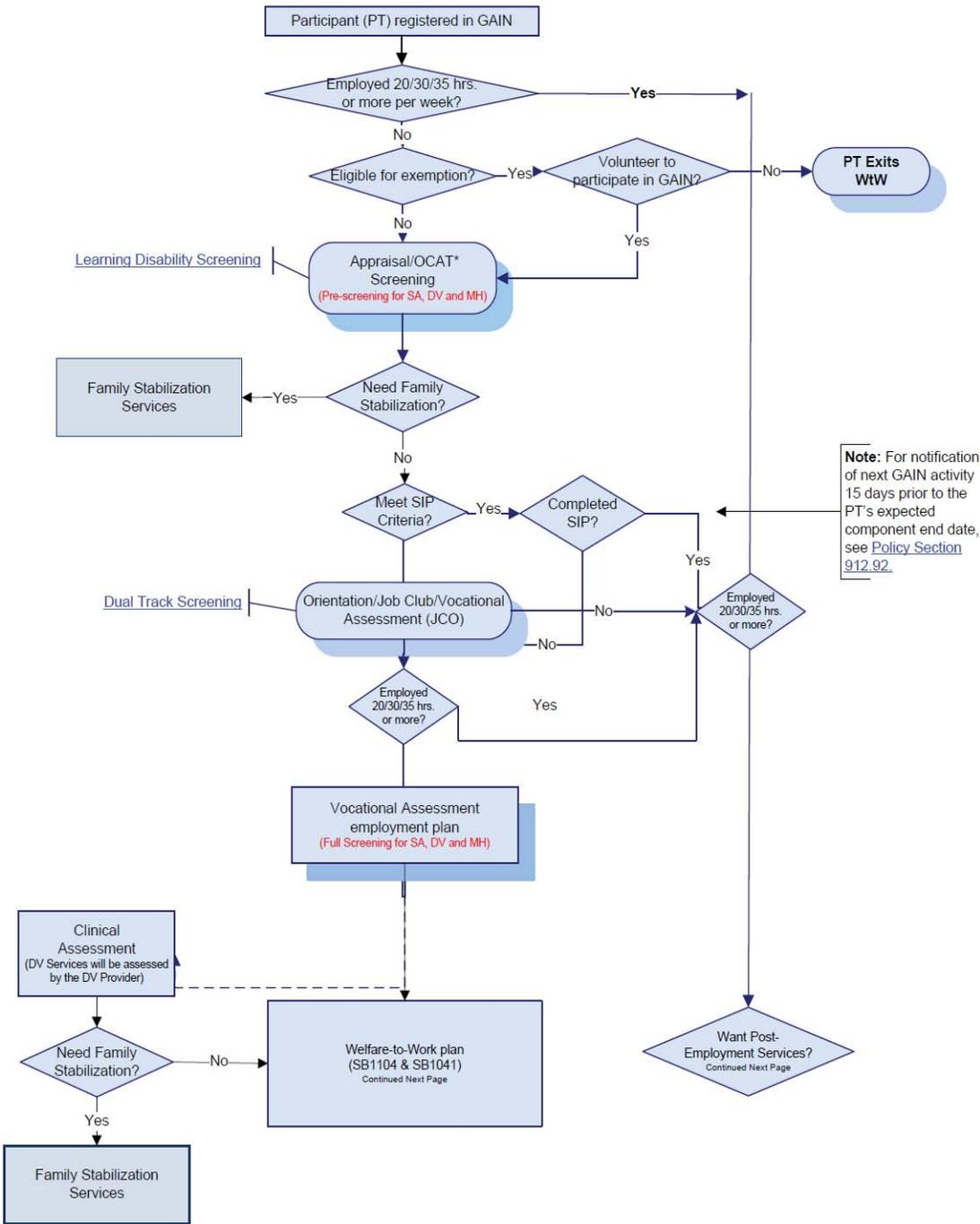
The California Welfare Reform Legislation can be reviewed on the State of California’s Web Site: <http://www.sen.ca.gov> Enacted Legislation on California Welfare Reform includes:

<u>Bill Number</u>	<u>Enacted</u>
SB 1542 – CalWORKs	08/11/97
AB 1260 - Convicted Felons	08/18/97
AB 67 - Social Serv. Trailer Bill	10/19/97
AB 2779 - Social Serv. Trailer	08/21/98
171 - Low-Cost Insurance	10/10/99
SB 1639 – Education and Training	08/27/04
AB 855 - CalWORKs: Convicted Felons	09/02/05
AB 1808 – Human Services	07/12/06
AB 2989 - Work Activities	09/12/06
AB 314 – CalWORKs: Welfare-to-Work Activities	09/07/07
SB 72 – CalWORKs Program Changes	03/24/11
SB 1041 – Human Services	06/27/12
AB 74 – Human Services	06/27/13

All-County Letter No. 97-72

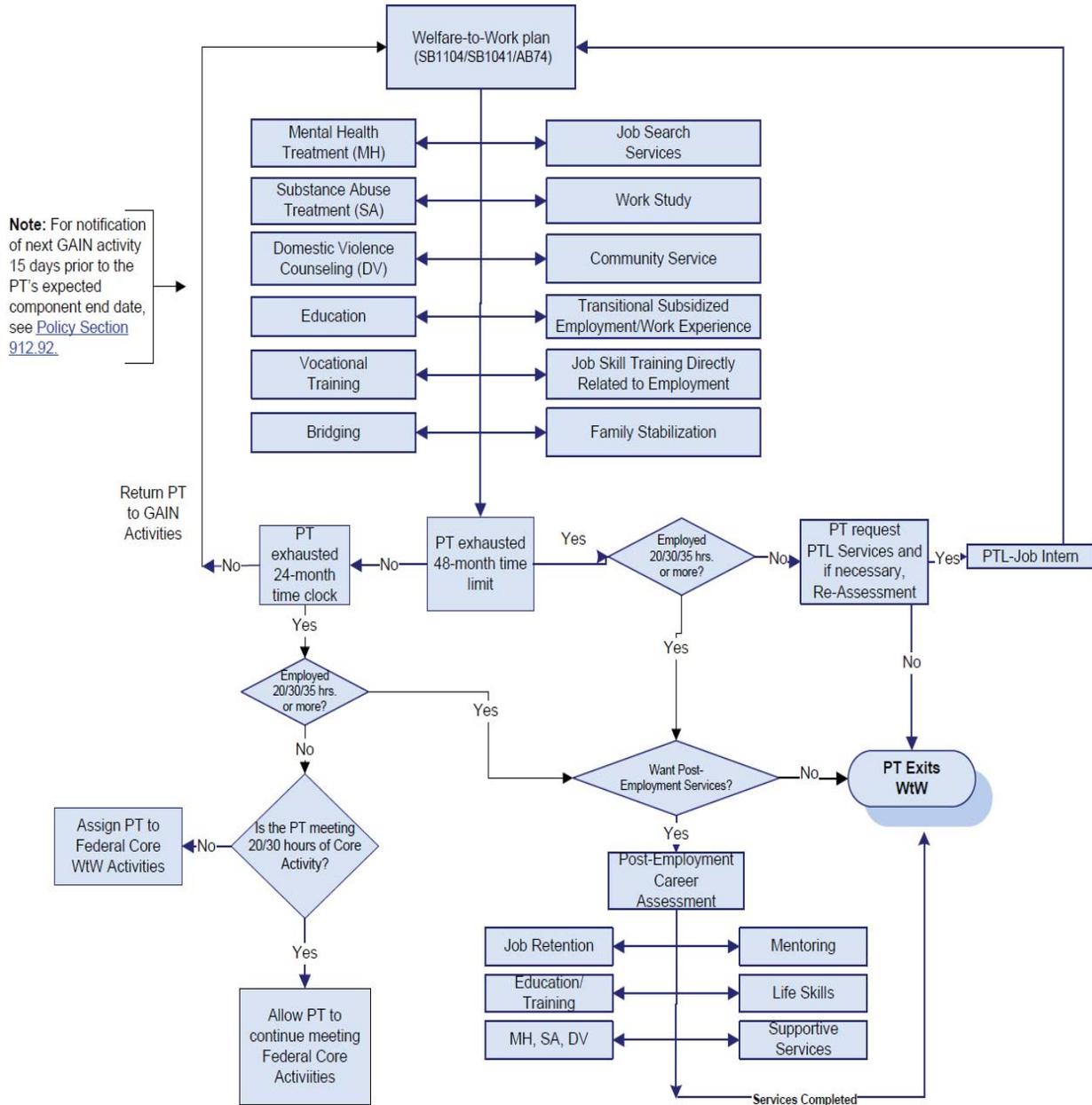
The All-County Letter No. 97-72 can be reviewed on the California Department of Social Services’ Web Site: http://www.dss.cahwnet.gov/getinfo/acl/ACL_INDEX.pdf

Welfare-to-Work (WtW) GAIN Decision Chart



*Online CalWORKs Appraisal Tool (OCAT) Screening Tool is scheduled for implementation statewide in Fiscal Year 2014-2015

Welfare-to-Work (WtW) GAIN Decision Chart (continued)



LIST OF CURRENT DPSS VOCATIONAL ASSESSORS

Name	Address
Career Options, Inc.	3250 Wilshire Blvd., Suite 811 Los Angeles, CA 90010
Foster Assessment Center	516 Pennsfield Place, Suite 108 Thousand Oaks, CA 91360-5833
Jewish Vocational Services	6505 Wilshire Blvd., Suite 200 Los Angeles, CA 90048
L.A. Valley College Assessment Center	5800 Fulton Ave., CalWORKs, Bungalow 14 Valley Glen, CA 91401
Verdugo Jobs Center	1255 S. Central Ave. Glendale, CA 91204
Managed Career Solutions	3333 Wilshire Blvd., Suite 405 Los Angeles, CA 90010

LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS Domestic Violence Services Providers	
1	1736 Family Crisis Center
2	Amanecer Community Counseling Services
3	Antelope Valley Domestic Violence Council
4	Asian American Advancing Justice – Los Angeles
5	Asian Pacific Women’s Center
6	Bienvenidos Children’s Center Inc.
7	California Hispanic Commission on Alcohol & Drug Abuse
8	Cambodian Association of America
9	Center for the Pacific Asian Family
10	Child Alliance, Inc.
11	Children’s Institute Incorporated
12	Community Alcohol & Drug Treatment Foundation
13	Domestic Abuse Center
14	East Los Angeles Women’s Center
15	Foothill Family Services
16	Harriet Buhai Center for Family Law
17	Haven Hills, Inc.
18	Helpline Youth Counseling, Inc.
19	House of Ruth, Inc.
20	Human Services Association
21	Institute for Multicultural Educational Services
22	Interval House
23	Jenesse Center, Inc.
24	Jewish Family Services of LA
25	Legal Aid Foundation of Los Angeles
26	Legal Aid Society of Orange County DBA Community Legal Services
27	Los Angeles Center for Law & Justice
28	Neighborhood Legal Services of Los Angeles County
29	Niswa Association, Inc.
30	Office of the Samoan Affairs
31	Peace Over Violence
32	Prototypes, Centers for Innovation in Health, Mental Health and Social Services
33	Rainbow Services, Ltd.
34	San Fernando Valley Community Mental Health Center, Inc.
35	Santa Anita Family Services
36	South Asian Helpline & Referral Agency
37	Su Casa Ending Domestic Violence
38	Valley Women’s Center
39	Women Shelter of Long Beach
40	YWCA of Glendale
41	YWCA of San Gabriel Valley

LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS Substance Abuse Services Providers
Facility Name
ASIAN AMERICAN DRUG ABUSE PROGRAM, INC. (AADAP)
AVALON-CARVER COMMUNITY CENTER
ATLANTIC RECOVERY
BEHAVIORAL HEALTH SERVICES, INC. (BHS)
CAMBODIAN ASSOCIATION OF AMERICA
CRI-HELP, INC.
DIDI HIRSCH PSYCHIATRIC SERVICE
HIS SHELTERING ARMS, INC.
HOMELESS HEALTH CARE LOS ANGELES, INC.
I-ADARP, INC.
JWCH INSTITUTE
LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE (LA CADA)
MARY LIND RECOVERY CENTERS
MINI HOUSE
NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE (NCADD) - LONG BEACH AREA
PACIFICA HOUSE
PROTOTYPES
SOCIAL MODEL RECOVERY SYSTEMS, INC.
SOLUTION FAMILY RESOURCE CENTER
SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC. (SCADP)
STEPPING STONES HOME
SUBSTANCE ABUSE FOUNDATION OF LONG BEACH, INC. (SAFLB)
TARZANA TREATMENT CENTER
VALLEY WOMEN'S CENTER, INC.

LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS Mental Health Services Providers			
Facility Name	Address	City	Zip
Antelope Valley MHS (D-O)	349 EAST AVE. K6, SUITE A	LANCASTER	93535
Palmdale MHC (D-O)	1529 E. PALMDALE BL., STE.150	PALMDALE	93550
Pennylane, National Foundation for Treatment	43520 DIVISION ST	LANCASTER	93535
Child & Family Guidance Center	8550 Balboa Blvd.	NORTHRIDGE	91325
El Centro de Amistad-Canoga Park	7038 OWENSMOUTH AVE. #310	CANOGA PARK	91303
El Centro de Amistad-San Fernando	566 SOUTH BRAND BLVD	SAN FERNANDO	91340
Hillview Mental Health Center, Inc.	12450 VAN NUYS BLV. SUITE 200	PACOIMA	91331
San Fernando MHS (D-O)	10605 BALBOA BLVD	GRANADA HILLS	91344
San Fernando Valley CMHC, Inc.	11565 LAUREL CANYON BLVD., #101	MISSION HILLS	91340
San Fernando Valley CMHC: MacDonald Carey OP	11631 VICTORY BLVD., SUITE 203	NO. HOLLYWOOD	91606
Santa Clarita Valley MHC (D-O)	23501 CINEMA DRIVE #210	VALENCIA	91355
The Help Group/Child & Family Center Van Nuys	15339 SATICOY ST.	VAN NUYS	91406
The Help Group/Child & Family Center North Hollywood	13130 Burbank Blvd.	Sherman Oaks	91401
ALMA Family Services El Monte	4024 N. Durfee Ave., D Wing	El Monte	91732
Arcadia MHS (D-O)	330 EAST LIVE OAK AVE	ARCADIA	91006
Enki LPVMHC - La Puente	160 SOUTH SEVENTH AVENUE	LA PUENTE	91744
ENKI Youth and Family Services Covina	536 S. Second Ave. Ste. J	Covina	91723
Hillsides Irwindale	13001 Ramona Blvd. Ste. A	Irwindale	91706
Hillsides Pomona	425 W Mission Blvd. Ste. 201	Pomona	91766
Pacific Clinics: Asian Pacific Family Ctr	9353 E. VALLEY BLVD	ROSEMEAD	91770
Pacific Clinics: Sierra Family	1160 S. GRAND AVE.	GLENDORA	91740
Prototypes/ICAN OP - Pasadena	2555 E. COLORADO BLVD, #100	PASADENA	91107
Prototypes - Pomona	831 E. Arrow Hwy.	POMONA	91767
Hillsides Los Angeles	1910 Sunset Blvd. Suite 650	Los Angeles	90026
Pacific Clinics Portals Los Angeles	2500 Wilshire Blvd. Ste. 430	Los Angeles	90057
Children's Institute Inc. – 102nd St.	1522 E. 102nd St.	Los Angeles	90002
Providence Community Services	21520 S. Pioneer Blvd. Ste. 101	Hawaiian Gardens	90716
Children's Institute Inc. Temple St.	2121 W. Temple St.	Los Angeles	90026
The Guidance Center Compton	901 W. Victoria St. Suites F & G	Compton	90220

**LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS
Mental Health Services Provider**

Facility Name	Address	City	Zip
Child & Family Guidance Center	9650 ZELZAH AVE	NORTHRIDGE	91325
Child & Family Guidance Center	22421 MARKET STREET (pending)	SANTA CLARITA	91321
Hillview Mental Health Center, Inc.	12450 VAN NUYS BLV. SUITE 200	PACOIMA	91331
Institute for Multicultural Counseling and Education Services	431 N. BRAND BLVD. STE. 202	GLENDALE	91203
Pacific Asian Counseling Services (formerly WRAP Family Services)	6851 LENNOX AVE., #400	VAN NUYS	91405
San Fernando MHS (D-O)	10605 BALBOA BLVD	GRANADA HILLS	91344
San Fernando Valley CMHC, Inc.	11565 LAUREL CANYON BLVD., #101	MISSION HILLS	91340
San Fernando Valley CMHC: Center for Family Living	14545 SHERMAN CIRCLE	VAN NUYS	91405
San Fernando Valley CMHC: MacDonald Carey OP	11631 VICTORY BLVD., SUITE 203	NO. HOLLYWOOD	91606
Santa Clarita Valley MHC (D-O)	23501 CINEMA DRIVE #210	VALENCIA	91355
Stirling Behavioral Health Institute - Van Nuys	6931 VAN NUYS BLVD., STE 102	VAN NUYS	91405
The Help Group/Child & Family Center	15339 SATICOY ST.	VAN NUYS	91406
Verdugo Mental Health Center	1540 E. COLORADO ST	GLENDALE	91205
West Valley MHC (D-O)	7621 CANOGA AVENUE	CANOGA PARK	91304
Arcadia MHS (D-O)	330 EAST LIVE OAK AVE	ARCADIA	91006
D Veal Family and Youth Services	855 N. ORANGE GROVE BL, STE 207	PASADENA	91103
Enki LPVMHC - La Puente	160 SOUTH SEVENTH AVENUE	LA PUENTE	91744
Pacific Clinics: Asian Pacific Family Ctr	9353 E. VALLEY BLVD	ROSEMead	91770
Pacific Clinics: Sierra Family	1160 S. GRAND AVE.	GLENDORA	91740
Prototypes/ICAN OP - Pasadena	2555 E. COLORADO BLVD, #100	PASADENA	91107
Prototypes - Pomona	1890 N. GAREY AVENUE	POMONA	91767
Amanecer Community Counseling Services	1200 WILSHIRE BL., STE 210	LOS ANGELES	90017
South Bay MHS (D-O)	2311 WEST EL SEGUNDO BLVD	HAWTHORNE	90250

LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS Mental Health Services Providers			
Facility Name	Address	City	Zip
Downtown MHC (D-O)	631 S. MAPLE ST	LOS ANGELES	90014
Hollywood MHC (D-O)	1224 VINE STREET	LOS ANGELES	90038
APCTC Metro Center	600 St. Paul Ave. STE 101	LOS ANGELES	90017
Didi Hirsch CMHC – Mar Vista	12420 VENICE BLVD. #200	LOS ANGELES	90066
Pacific Asian Counseling Services (formerly WRAP Family Services)	8616 LA TIJERA BLVD. STE 200	LOS ANGELES	90045
1736 Family Crisis Center	2116 ARLINGTON AVE. STE. 200	LOS ANGELES	90018
Augustus F. Hawkins Comp MHC (D-O)	1720 EAST 120TH STREET	LOS ANGELES	90059
Didi Hirsch Taper Center	1328 WEST MANCHESTER AVE.	LOS ANGELES	90044
Shields For Families	11705 Deputy Yamamoto Place Ste. B	Lynwood	90262
South Central Health And Rehabilitation Program (SCHARP) – CalWORKs	3741 W. Stocker St., Ste. 207	LOS ANGELES	90008
West Central Family MHS (D-O)	3751 W. STOCKER ST	LOS ANGELES	90008
ALMA Family Services	4400 ROSEMEAD BLVD, STE. 12	PICO RIVERA	90660
Enki - East LA MHS - Bell Gardens	6001 CLARA ST.	BELL GARDENS	90201
Pacific Clinics: El Camino MHC	11721-A TELEGRAPH ROAD	SANTA SPRINGS FE	90670
Rio Hondo Community MHC (D-O)	17707 S. STUDEBAKER ROAD	CERRITOS	90703
Roybal Family MHS (D-O)	4701 E. CESAR CHAVEZ AVE.	LOS ANGELES	90022
Children's Hospital of Los Angeles	3250 WILSHIRE BLVD (Most CW)	LOS ANGELES	90010
Children's Hospital of Los Angeles	5000 SUNSET BLVD, 7TH FL	LOS ANGELES	90027
Downtown MHC (D-O)	529 S. MAPLE ST	LOS ANGELES	90013
Hollywood MHC (D-O)	1224 VINE STREET	LOS ANGELES	90038
Institute for Multicultural Counseling and Education Services	3580 WILSHIRE BL., STE. 2000	LOS ANGELES	90010
APCTC Metro Center	605 W. OLYMPIC BLVD. STE 550	LOS ANGELES	90015
Didi Hirsch CMHC – Mar Vista	12420 VENICE BLVD. #200	LOS ANGELES	90066
Pacific Asian Counseling Services (formerly WRAP Family Services)	8616 LA TIJERA BLVD. STE 200	LOS ANGELES	90045

**LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS
Mental Health Services Providers**

Facility Name	Address	City	Zip
LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS Mental Health Services Provider			
1736 Family Crisis Center	2116 ARLINGTON AVE. STE. 200	LOS ANGELES	90018
Augustus F. Hawkins Comp MHC (D-O)	1720 EAST 120TH STREET	LOS ANGELES	90059
Didi Hirsch Taper Center	1328 WEST MANCHESTER AVE.	LOS ANGELES	90044
Kedren Community MHC, Inc. CalWORKs office	2160 W. ADAMS BLVD	LOS ANGELES	90018
LA Child Guidance Clinic-Expo Park	3787 S VERMONT AVE	LOS ANGELES	90007
Shields For Families (ICS)	11601 S. WESTERN AVE	LOS ANGELES	90047
South Central Health And Rehabilitation Program (SCHARP) - CalWORKs	7410 S. BROADWAY	LOS ANGELES	90003
West Central Family MHS (D-O)	3751 W. STOCKER ST	LOS ANGELES	90008
ALMA Family Services	4400 ROSEMEAD BLVD, STE. 12	PICO RIVERA	90660
Community Family Guidance Center	10929 SOUTH ST, SUITE 208B	CERRITOS	90703
Community Family Guidance Center-Downey	8320 IOWA ST SUITE 201	DOWNEY	90241
Enki - East LA MHS - Bell Gardens	6001 CLARA ST.	BELL GARDENS	90201
Pacific Clinics: El Camino MHC	11721-A TELEGRAPH ROAD	SANTA SPRINGS FE	90670
Rio Hondo Community MHC (D-O)	17707 S. STUDEBAKER ROAD	CERRITOS	90703
Roybal Family MHS (D-O)	4701 E. CESAR CHAVEZ AVE.	LOS ANGELES	90022
San Antonio MHC (D-O)	2629 CLARENDON AVE	HUNTINGTON PARK	90255
1736 Family Crisis Center	21707 HAWTHORNE BLVD	TORRANCE	90220
Children's Institute Inc.	4300 LONG BEACH BLVD., #700	LONG BEACH	90807
Coastal Asian Pacific Islander Family MHC - Gardena (D-O)	14112 S KINGSLEY DRIVE	GARDENA	90249
Didi Hirsch Inglewood	111 N. LA BREA AVE, STE 500	INGLEWOOD	90301
DMH at Harbor-UCLA Medical Center (D-O)	1000 W CARSON ST, BLDG. D-5	TORRANCE	90509
Long Beach Asian Pacific Islander Family MH (D-O)	4510 E. Pacific Coast Hwy.	LONG BEACH	90804
Long Beach Child & Adolescent Clinic (D-O)	240 E. 20TH STREET	LONG BEACH	90808
Pacific Asian Counseling Services (formerly WRAP Family Services)	3530 ATLANTIC AVE. STE 210	LONG BEACH	90807
San Pedro MHS (D-O)	150 WEST 7TH ST	SAN PEDRO	90731

REQAD-MIE EXPANDED SAMPLES SELECTION AND CASE REVIEW METHODOLOGY

WORK PARTICIPATION COMPARISON SAMPLE (EXPANDED SAMPLE)

BACKGROUND AND OBJECTIVE

The Los Angeles County Specific samples, E2Lite and TANF RADEP are drawn monthly by the State over 12 months to capture the work participation data to determine the work participation rate. The County's samples, E2Lite and TANF RADEP, contain families that are defined by the federal government as work-eligible and not work-eligible families. The exact definition is found in the latest All County Letter (ACL) 16-06, Attachment 1, page 1. These samples are randomly drawn from Medi-Cal Eligibility Data System (MEDS) and contain cases that are not subject to review; therefore, they are removed from the County sample denominator. These samples are a collection of cases throughout all of Los Angeles County's service areas. The sample distribution is not equally drawn each month in all service areas; thus, in order to fulfill the GAIN Case Management Services contract monitored by Contract Management Division (CMD), DPSS developed an additional sample in order to supplement the existing County operated and contracted Regions so that when it is combined with the actual LA County samples, E2Lite and TANF RADEP, it will be statistically valid by Regions based on the individual service population. The additional sample, "Expanded Sample" is drawn by DPSS, Information and Statistical Services Section (ISS) from the GAIN Activity Report or its equivalent population on a monthly basis. The review methodology used to determine the LA County's Work Participation Rate (WPR) from the E2Lite and TANF RADEP samples will apply to the additional samples, "Expanded Sample."

DETERMINATION OF ANNUAL SAMPLES

Sample Methodology and Sample Estimates

- Sample estimates are used to determine the minimum required annual sample size for each GAIN Region and are based on the prior 12-month average GAIN Activity Report or its equivalent population from April 2013 through March 2014, at 95% confidence level and confidence interval 3.5%, the precision or margin of error.
- From the above specified population, confidence level and confidence interval, the minimum annual sizes for the five County operated Regions (Region I, III, IV, V and VI) and contracted Regions (Region II and VII) are identified.
- The minimum annual samples are then divided by twelve and rounded up to determine the monthly sample size. The difference between the actual LA County samples, E2Lite and TANF RADEP, determines the additional Expanded Samples needed, as illustrated in *Table A, Estimations of Regional Annual Samples*.

ESTIMATIONS OF REGIONAL ANNUAL SAMPLES

Table A								
ACTUAL GAIN REGISTERED CASELOAD BY REGION - Use for estimation (Source: DPSSMART)								
MONTH	REG 1	REG 2	REG 3	REG 4	REG 5	REG 6	REG 7	Total
13-Apr	7006	9134	8795	10225	10339	8234	5123	58,856
13-May	7071	9211	8586	10360	9900	8162	5509	58,799
13-Jun	6975	9122	8592	10353	10174	8210	5660	59,086
13-Jul	6968	9285	8589	10478	10332	8337	5620	59,609
13-Aug	7166	9446	8559	10915	10547	8569	5780	60,982
13-Sep	6976	9505	8269	10808	10154	8394	5641	59,747
13-Oct	6966	9658	8419	10832	10309	8483	5897	60,564
13-Nov	6869	9876	8325	10818	9812	8723	5899	60,322
13-Dec	7055	10113	8449	10763	9293	8837	6146	60,656
14-Jan	7431	10258	8754	11015	10090	9029	6282	62,859
14-Feb	7620	10647	8764	11209	10547	9151	6355	64,293
14-Mar	7730	10779	9085	11456	10696	9738	6269	65,753
<u>PRIOR 12-MONTH AVERAGE</u>	<u>7153</u>	<u>9753</u>	<u>8599</u>	<u>10770</u>	<u>10183</u>	<u>8656</u>	<u>5849</u>	<u>60,963</u>
Annual sample at 95% & 3.5%	707	726	719	731	728	719	692	5,022
Minimum Monthly	59	61	60	61	61	60	58	420
E2Lite+TANF *	313	390	389	613	481	441	260	2,887
Estimated Monthly	27	33	33	52	41	37	22	245
Estimated Expanded **	32	28	27	9	20	23	36	175

Table values are result of using the sample calculator via on-line web site at <http://www.raosoft.com/samplesize.html>
 * Prior 12-month average is from current data available, April 2013 to March 2014.
 **Due to delay of supplemental sample, offset value by actual average from a rolling 12-month data will be applied as the review progresses from month-to-month.

Special Notes on Sample Offset

- Due to the fluctuations of the LA County, E2Lite and TANF RADEP, primary samples and the uncertainty of the supplemental sample size among the GAIN Regions that are normally uploaded by the State approximately 60 days after the primary samples are drawn, the individual Region's monthly "Expanded Sample" estimates will be offset based on the average of actual supplemental samples in a prior 12-month data from both County-operated and contracted Regions. In Table A, the data was based on April 2013 through March 2014 actual supplemental samples. This offset will be applied monthly, as the County samples are drawn by the State.

Sources of the Additional Monthly "Expanded Sample"

- The "Expanded Sample" will be randomly drawn by ISS from case data pulled from DPSSMART/LRS, which will include oversample cases in order to provide sufficient number of cases on a monthly basis from all the GAIN Active Participants within the County-operated and contracted service areas without taking into consideration the two-parent or non-two-parent status.

Distribution and Selection of "Expanded Sample" Cases

- The "Expanded Sample" cases will be provided by ISS to Management Information and Evaluation (MIE) in the month prior to the sample month.
- Unlike the actual LA County samples, the "Expanded Sample" cases will not be divided into primary and supplemental groups; all Regions will receive these sample cases only once a month.
- The "Expanded Sample" cases will not be a duplication of the E2Lite and TANF RADEP samples to prevent double counting within the same sample month. In the event that a duplicate exists from the supplemental sample, then that duplicated case will only be counted in one rate calculation.
- When there is a duplicated case in either the E2Lite or TANF RADEP primary samples that particular case will be skipped on the ISS Expanded Sample list and MIE will select the next case on the sample list for the region to work with.
- MIE will not sort the raw samples when received from ISS.
- MIE will select the samples from the first case on the original list until the required number is reached.
- If case has been transferred out of the Region before the sample list is sent out, that case will be replaced with the next eligible case on the sample list.
- Cases coded with Exemption Code 23 (once in a lifetime exemption) will be replaced with the next eligible case on the sample list.

- A case that is deregistered after the sample list has been sent out will not be replaced.
- A case that has been terminated and/or deregistered but still remains as part of the Region's caseload, such as a temporary holding file, will not be replaced.
- All seven GAIN Regions will receive the sample list via e-mail from MIE along with the E2Lite and TANF RADEP samples.

Note: If the E2Lite and TANF RADEP sample are delayed, the "Expanded Sample" will be held until all three samples are ready to be sent out together.

DELIVERY OF SAMPLE CASES FOR REVIEW

- The "Expanded Sample" physical cases are to be delivered to MIE at the same time as the actual E2Lite and TANF RADEP samples.
- Expanded cases that are on the Region's sample during the sample month and are subsequently deregistered before the delivery date, the Regions are required to provide the case folders to MIE.
- The delivery of the sample cases will follow current process: dummy case folders are required for those that have open components and were exempted, such as code 05-disabled and code 07-caring for an ill household member.

REVIEW METHODOLOGY OF THE "EXPANDED SAMPLE"

Review of the "Expanded Sample" cases follows the same methodology as the reviews for E2Lite and TANF RADEP. Therefore, the "Expanded Sample" cases will be reviewed by MIE staff applying the same sources, WPR definitions and federal countable activities used in the existing County samples, E2Lite and TANF RADEP. The required supporting documents are the same as described in the annual ACL, California's revised Work Verification Plan (WVP) that was approved by the U.S. Department of Health and Human Services Administration for Children and Families (ACF) and became effective on October 1, 2014.

MAINTAINING THE SAME WORK PARTICIPATION REQUIREMENT DEFINITION

- The "Expanded Sample" cases will be reviewed and follow the approved definitions found in the California's revised WVP, and published ACL applied to the E2Lite and TANF RADEP cases.
- No demographic information of the family will be gathered in this review.

Note: All Regions are encouraged to refer to these specific documents for further references as needed.

TEEN PARENT CASES

- Any Teen parent case that contains another adult family member that is subjected to be managed by a GAIN Region in the sample month will be included in the Region's sample count.

DETERMINING THE GAIN CASE MANAGEMENT (GCM) RATE

County-Operated and Contracted Regions Rate Calculations

- The individual GAIN Region's monthly sample cases consist of the actual E2Lite and TANF RADEP sample, including the primary and supplemental cases plus the additional "Expanded Sample" cases.
- The monthly GCM rate is determined by dividing the sample numerator (meeting cases) by the sample denominator (net total samples, meeting and not meeting, in the month).
- Dropped, disregarded and excluded cases apply to this sample per federal WPR regulations.
- The quarterly GCM rate calculation is based on an average of the three samples (E2Lite, TANF RADEP and "Expanded Sample") over the previous three months.

DEADLINE AND PUBLISH OF RESULTS: (E2Lite+TANF RADEP+EXPANDED)

- Deadline to provide verification to MIE is 5:00 pm on the first Thursday, on the second calendar month after the sample month. Except when this date falls on a holiday, then the due date will be set for the following Monday.
- All GAIN Regions are encouraged to continue providing supporting documents for all three sample types, E2Lite, TANF RADEP and "Expanded Sample" as soon as the documents are available or until the end of final cut-off date, which will be on a published schedule, *Attachment I - Deadline to Provide Verification to MIE*.
- The Regions will track their potentially meeting cases and provide the pertinent documents to MIE by 5:00 pm of the cut-off date.
- After this deadline, MIE will not accept any further supporting documents to change the review findings.
- MIE staff will begin conducting the review on the first day of the month following the sample month. Findings are targeted to be shared with Regions and other involved Sections after the end of the third week of the month following the MIE review month.

- For example, if the sample month is *February 2014*, GAIN Regions will deliver cases to MIE by *March 31, 2014*. MIE will have the month of March 2014 to conduct the review. Any pending documents needed to complete a case will be due to MIE by Thursday, *April 3, 2014*. MIE will report preliminary sample findings to Regions by *April 21, 2014*.
- A disagreement period is permissible to Regions to communicate with MIE when there are discrepancies on the rate calculations or on the number of cases in the numerator and/or the denominator.
- The disagreement period is not time given to provide additional supporting documentation; the GAIN Region will notify both MIE and CMD staff by email and state the specific discrepancies for consideration within three workdays after the official notification of the preliminary monthly findings. Upon the receipt of the Regions' disagreements, MIE will conduct a re-review of the disagreement reasons and report the final outcomes.
- MIE Director will notify the GAIN Regional Directors and CMD staff of the outcomes, adjustments, and revised charts, if any, on a separate final official email.

Reference Sources:

- *TANF Sampling and Statistical Methods Manual-October 1999, page 21-22*
- *FFY 2013 and FFY 2014 E2Lite sample is the County specific sample that the State drew the sample from MEDs*
- *FFY 2013 and FFY 2014 TANF RADEP sample is the federal sample that the State determined belong to LA County*
- *DPSSMART GAIN Activity Report for February 2013 through March 2014 under Participants Caseload: Non-Contract and Contract-MAXIMUS*
- *Web site to estimate minimum annual sample cases is <http://www.raosoft.com/samplesize.html>*

Attachment I

DEADLINE TO PROVIDE VERIFICATION TO MIE		
Sample Month	Case Folders Delivery Date	No later than 5:00 pm on the Identified Business Days
Mar-2017	April 3, 2017	May 4, 2017
Apr-2017	May 1, 2017	June 1, 2017
May-2017	June 1, 2017	July 6, 2017
Jun-2017	July 3, 2017	August 3, 2017
Jul-2017	August 1, 2017	September 7, 2017
Aug-2017	September 5, 2017	October 5, 2017
Sep-2017	October 2, 2017	November 2, 2017
Oct-2017	November 1, 2017	December 7, 2017
Nov-2017	December 4, 2017	January 4, 2018
Dec-2017	January 2, 2018	February 1, 2018
Jan-2018	February 1, 2018	March 1, 2018
Feb-2018	March 1, 2018	April 5, 2018
Mar-2018	April 2, 2018	May 3, 2018
Apr-2018	May 1, 2018	June 7, 2018
May-2018	June 4, 2018	July 5, 2018
Jun-2018	July 2, 2018	August 2, 2018
Jul-2018	August 1, 2018	September 6, 2018
Aug-2018	September 4, 2018	October 4, 2018
Sep-2018	October 1, 2018	November 1, 2018
Oct-2018	November 1, 2018	December 7, 2018
Nov-2018	December 3, 2018	January 3, 2019
Dec-2018	January 2, 2019	February 7, 2019
Jan-2019	February 4, 2019	March 7, 2019

Attachment I, continued

DEADLINE TO PROVIDE VERIFICATION TO MIE		
Sample Month	Case Folders Delivery Date	No later than 5:00 pm on the Identified Business Days
Feb-2019	March 4, 2019	April 4, 2019
Mar-2019	April 1, 2019	May 2, 2019
Apr-2019	May 1, 2019	June 6, 2019
May-2019	June 3, 2019	July 8, 2019
Jun-2019	July 1, 2019	August 1, 2019
Jul-2019	August 1, 2019	September 5, 2019
Aug-2019	September 3, 2019	October 3, 2019
Sep-2019	October 1, 2019	November 7, 2019
Oct-2019	November 4, 2019	December 5, 2019
Nov-2019	December 2, 2019	January 2, 2020
Dec-2019	January 2, 2020	February 6, 2020
Jan-2020	February 3, 2020	March 5, 2020
Feb-2020	March 2, 2020	April 2, 2020

APPENDIX C
SAMPLE RFP CONTRACT



CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)
FOR
GREATER AVENUES FOR INDEPENDENCE (GAIN)
CASE MANAGEMENT SERVICES

RECITALS

1.0 APPLICABLE DOCUMENTS.....

2.0 DEFINITIONS.....

3.0 WORK

4.0 TERM OF CONTRACT

5.0 CONTRACT SUM

 5.1 MAXIMUM CONTRACT AMOUNT

 5.2 BASIS OF CONTRACTOR PAYMENT.....

 5.3 75% EXPENDITURE NOTIFICATION.....

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

 5.5 INVOICES AND PAYMENT PROCESS

 5.6 PERFORMANCE INCENTIVES AND DEDUCTIONS

 5.7 START-UP PERIOD

 5.8 VITA PROGRAM SERVICES

 5.9 ADJUSTMENTS TO MONTHLY FIXED FEE

 5.10 UNSPENT FUNDS

6.0 ADMINISTRATION OF CONTRACT - COUNTY

 6.1 COUNTY CONTRACT SECTION MANAGER (CCSM).....

 6.2 SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA)

 6.3 COUNTY CONTRACT ADMINISTRATOR

 6.4 COUNTY CONTRACT PROGRAM MANAGER (CCPM)

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR.....

 7.1 CONTRACTOR’S CONTRACT MANAGER

 7.2 APPROVAL OF CONTRACTOR STAFF.....

 7.3 CONTRACTOR’S STAFF IDENTIFICATION.....

 7.4 BACKGROUND AND SECURITY INVESTIGATIONS.....

 7.5 CONFIDENTIALITY

 7.6 CONTRACTOR’S PERSONNEL

 7.7 REMOVAL OF UNSATISFACTORY PERSONNEL.....

 7.8 RULES AND REGULATIONS FOR CONTRACTOR’S STAFF

8.0 STANDARD TERMS AND CONDITIONS.....

 8.1 AMENDMENTS

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

SECTION	TITLE	PAGE
8.2	ASSIGNMENT AND DELEGATION.....	
8.3	AUTHORIZATION WARRANTY	
8.4	BUDGET REDUCTIONS	
8.5	COMPLAINTS	
8.6	COMPLIANCE WITH APPLICABLE LAW	
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS	
8.8	COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM	
8.9	CONFLICT OF INTEREST	
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	
8.11	CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS	
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT	
8.13	CONTRACTOR’S ACKNOWLEDGEMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	
8.14	CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM.....	
8.15	COUNTY’S QUALITY ASSURANCE PLAN.....	
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS	
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION.....	
8.18	FACSIMILE REPRESENTATIONS.....	
8.19	FAIR LABOR STANDARDS	
8.20	FORCE MAJEURE	
8.21	GOVERNING LAW, JURISDICTION, AND VENUE	
8.22	INDEPENDENT CONTRACTOR STATUS.....	
8.23	INDEMNIFICATION.....	
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE	
8.25	INSURANCE COVERAGE	
8.26	LIQUIDATED DAMAGES	
8.27	MOST FAVORED PUBLIC ENTITY	
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

SECTION	TITLE	PAGE
8.29	NON EXCLUSIVITY.....	
8.30	NOTICE OF DELAYS	
8.31	NOTICE OF DISPUTES	
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	
8.34	NOTICES.....	
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION	
8.36	PUBLIC RECORDS ACT	
8.37	PUBLICITY	
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT	
8.39	RECYCLED BOND PAPER.....	
8.40	SUBCONTRACTING	
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	
8.42	TERMINATION FOR CONVENIENCE	
8.43	TERMINATION FOR DEFAULT	
8.44	TERMINATION FOR IMPROPER CONSIDERATION.....	
8.45	TERMINATION FOR INSOLVENCY.....	
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE	
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	
8.48	VALIDITY.....	
8.49	WAIVER.....	
8.50	WARRANTY AGAINST CONTINGENT FEES.....	
8.51	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	

**CONTRACT PROVISIONS
TABLE OF CONTENTS**

SECTION	TITLE	PAGE
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM	
8.53	TIME OFF FOR VOTING	
9.0	UNIQUE TERMS AND CONDITIONS	
9.1	COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM	
9.2	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")	
9.3	LOCAL SMALL BUSINESS ENTERPRISE(SBE) PREFERENCE PROGRAM	
9.4	OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT	
9.5	PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION.....	
9.6	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	
9.7	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM.....	
9.8	DATA DESTRUCTION	
9.9	DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM	
9.10	COLLECTIVE BARGAINING AGREEMENT	
9.11	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. Part 76)	
9.12	CHILD/ELDER ABUSE AND FRAUD REPORTING	
9.13	SHREDDING OF DOCUMENTS	
9.14	TIMELY COMPLETION	
9.15	DISPUTES.....	
9.16	COMPLIANCE WITH AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK.....	
SIGNATURES		

STANDARD EXHIBITS

- A STATEMENT OF WORK (SEE RFP APPENDIX A)
- B STATEMENT OF WORK TECHNICAL EXHIBITS (SEE RFP APPENDIX B)
 - 1. PERFORMANCE OUTCOMES SUMMARY CHART
 - 2. KEY MEASURES SUMMARY CHART
 - 3. PERFORMANCE REQUIREMENTS SUMMARY CHART
 - 4. CONTRACT DISCREPANCY REPORT
 - 5. CASELOAD PROJECTIONS BY LANGUAGE
 - 6. DESCRIPTION OF GAIN REGIONS II AND VII
 - 7. LINKS TO GAIN POLICIES AND REGULATIONS
 - 8. WELFARE-TO-WORK GAIN DECISION CHART
 - 9. LIST OF CURRENT DPSS VOCATIONAL ASSESSORS
 - 10. LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS
 - 11. REQAD – MIE EXPANDED SAMPLE SELECTION AND CASE REVIEW
METHODOLOGY
- C CONTRACTOR’S BUDGET
- D CONTRACTOR’S EEO CERTIFICATION
- E COUNTY’S ADMINISTRATION
- F CONTRACTOR’S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION –
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTS
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW
- J PROPOSER’S NON-DISCRIMINATION IN SERVICE CERTIFICATION
- K CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY &
VOLUNTARY EXCLUSION – LOWER TIERED COVERED TRANSACTION
(45 C.F.R. 76)
- L CERTIFICATION OF NO CONFLICT OF INTEREST
- M FAMILIARITY OF COUNTY LOBBYIST ORDINANCE CERTIFICATE
- N ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

- O COUNTY OF LOS ANGELES CONTRACT EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM & APPLICATION FOR EXCEPTION
- P IRS NOTICE 1015 – EARNED INCOME CREDIT
- Q DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- R CERTIFICATION OF COMPLIANCE WITH THE COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM
- S CRIMINAL CONVICTION INFORMATION NOTICE AND CERTIFICATION

UNIQUE EXHIBITS

PROP A - LIVING WAGE PROGRAM EXHIBITS

- T LIVING WAGE ORDINANCE
- U LIVING WAGE RATES ANNUAL ADJUSTMENTS
- V PAYROLL STATEMENT OF COMPLIANCE

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

- W CHARITABLE CONTRIBUTIONS CERTIFICATION

SAMPLE INVOICES

- X SAMPLE MONTHLY INVOICE

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
GAIN CASE MANAGEMENT SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 2017 by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor. _____ is located at _____.

RECITALS

WHEREAS, the County may contract with government agencies, non-profit organizations, or private businesses for GAIN Case Management Services when certain requirements are met; and

WHEREAS, the Contractor is a government agency, non-profit organization or private business specializing in providing GAIN Case Management Services to Welfare-to-Work participants; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract with Contractor for GAIN Case Management Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O, P, Q, R, S, T, U, V, W and X are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word,

responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Statement of Work Technical Exhibits
- 1.3 EXHIBIT C - Contractor's Budget
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution – Acknowledgement and Confidentiality Agreements
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Proposer's Non-Discrimination in Service Certification
- 1.11 EXHIBIT K - Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transaction (45 C.F.R 76)
- 1.12 EXHIBIT L - Certification of No Conflict of Interest
- 1.13 EXHIBIT M - Familiarity of County Lobbyist Ordinance Certificate
- 1.14 EXHIBIT N - Attestation of Willingness to Consider GAIN/GROW Participants
- 1.15 EXHIBIT O - County of Los Angeles Contract Employee Jury Service Program Certification Form & Application for Exception

- 1.16 EXHIBIT P IRS Notice 1015 – Earned Income Credit
- 1.17 EXHIBIT Q Defaulted Property Tax Reduction Program
- 1.18 EXHIBIT R Certification of Compliance with the County’s Defaulted Property Tax Reduction Program
- 1.19 EXHIBIT S Criminal Conviction Information Notice and Certification

Unique Exhibits:

Prop A - Living Wage Program

- 1.20 EXHIBIT T - Living Wage Ordinance
- 1.21 EXHIBIT U - Living Wage Rate Annual Adjustments
- 1.22 EXHIBIT V - Payroll Statement of Compliance

SB 1262 - Nonprofit Integrity Act of 2004

- 1.23 EXHIBIT W - Charitable Contributions Certification

Sample Invoices

- 1.24 EXHIBIT X - Sample Monthly Invoice

This Contract and the Exhibits 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 Subsection 8.1 Amendments and signed by both parties.

2.0 DEFINITIONS

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

2.1 Administrative Directives/Memorandums

Documents used to disperse newly enacted regulations or to update existing ones as determined by DPSS. These up-dates supplement and enhance the GAIN Program Handbook and should be filed therein under the applicable chapter and subject matter.

2.2 Adult Basic Education

A Welfare-to-Work (WtW) activity which gives instruction in reading, writing, arithmetic, high school proficiency, or a general education development certificate instruction, and English-as-a-Second Language.

2.3 Ancillary/Work-Related Expense(s)

Payments issued to a participant to cover the cost of items necessary for a participant to participate in WtW activities and/or employment. Expenses covered include books, tools, special clothing, and/or other costs.

2.4 Appeals and State Hearings Section (ASH)

A section within DPSS assigned the responsibility of representing the County in State Hearings requested by participants. This section also conducts GAIN County Grievance Hearings.

2.5 Applicant

A person who has applied for CalWORKs assistance, and has not been granted or has not been denied cash assistance.

2.6 Appraisal

Initial interview with a participant at the time he or she enters the WtW program. The appraisal provides information about the participant's employment history and skills, the need for supportive services, and any other information required to determine appropriate assistance and employability and exemption from work requirements.

2.7 Assessed Skills

Skills the individual has demonstrated through a formal testing process.

2.8 Barriers

A participant's personal or other temporary or long term problem/issue which interferes with his/her participation in WtW activities.

2.9 Board of Supervisors

The governing body of the County of Los Angeles.

2.10 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 of Contract Services** - The total cost of Direct and Indirect Costs.

2.11 Business Day(s)

Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., excluding County Holidays.

2.12 Calendar Day(s)

All days of the week including Saturdays, Sundays and County Holidays.

2.13 CalFresh

The CalFresh Program is a Federal program. The purpose of this program is to promote and safeguard the health and well-being of low-income households by raising their levels of nutrition and increasing their food purchasing power.

2.14 California Code

California law consists of twenty-nine (29) codes, covering various subject areas, the State Constitution and Statutes. Detailed information on the California Codes in effect is found at the website below:

<http://leginfo.legislature.ca.gov/faces/codes.xhtml>

2.15 California Work Opportunities and Responsibility to Kids (CalWORKs)

A California welfare program that was implemented on January 1, 1998. The CalWORKs program provides temporary financial assistance and employment-focused services to families with minor children who have income and property below State maximum limits for their family size. This program consists of two general services, public assistance and Welfare-to-Work.

2.16 CalWORKs 48-Month Time Clock

Starting January 1, 1998, time limits were imposed on Temporary Assistance to Needy Families (TANF) which allowed adults to only be eligible to receive a certain amount of months of cash aid for their whole life. Children can continue to be aided. In 2011, the CalWORKs time limit was changed from the sixty (60) month limit to a forty-eight (48) month limit.

2.17 CalWORKs and GAIN Program Division

A division within DPSS with responsibility for the WtW/GAIN and REP program administration. This division is responsible for the development and updating of the Los Angeles County GAIN plan and provision of technical assistance to other agencies and Contractors to ensure program requirements are met.

2.18 Career Assessment

If the full-time employed participant opts for post-employment services, he/she is referred for a career assessment before being assigned to any post-employment service activity. The participant's career plan is developed by the vocational assessor and the WtW participant using assessment test results and career development information.

2.19 Caseload

The number of cases assigned to a Case Manager in a given period for which he/she is responsible.

In any given month, for purposes of this project, the caseload shall also consist of the sum of unduplicated counts of participants who meet one or more of the following three qualifications:

- a. New referrals (employed or unemployed) received during the month.
- b. Ongoing cases of participants who remain registered.

- c. Underemployed participants whose work hours are not meeting the minimum requirements and participants remain in Post-Employment Services (PES) or Post-Time Limited (PTL) services, as appropriate.

2.20 Case Management Services

The coordination of services and activities in a linguistic and culturally appropriate manner, including but not limited to: assessing the participant's employability and need for specialized supportive services; tracking and evaluating the participant's attendance and progress in work activities; identifying and authorizing transportation and education/work-related payments; making child care referrals; making a recommendation of cause for failure to participate; referring the participant to community resources for work activities; counseling/resolving problems; assisting in accessing community resources; documenting in the physical and electronic case file, and completing other required documents.

2.21 Case Number

A unique seven-digit number that is used to identify a participant's CalWORKs/GAIN/DPSS case record.

2.22 Cause Determination

An investigation to determine whether a "good cause" or "no good cause" is the appropriate reason when a participant fails or refuses to meet program requirements.

2.23 Child Care

Appropriate and suitable child care is child care that meets the needs of the child and the parent. CalWORKs families may be eligible to child care services available for parents/caretakers who volunteer or who are not exempt from Welfare-to-Work (WtW) requirements, so that they can work and/or participate in WtW activities and in achieving the goal of self-sufficiency. If determined eligible for child care, parents may choose a licensed or license-exempt child care provider, who must meet all eligibility criteria. In Los Angeles County, child care referral services are provided through multiple contracted Resource and Referral/Alternative Payment Program (R&R/APP) agencies that issue child care payments directly to child care providers. Both current and former CalWORKs participants may be determined eligible to receive child care services.

2.24 Child Care Coordinator

Child Care Coordinators (CCCs) are CalWORKs District and GAIN/Contracted Regional Office staff who act as liaisons between DPSS, R&R/APP agencies, Cal-Learn contractors, the community, participants, child care providers, and the Board of Supervisors to troubleshoot and resolve child care-related issues/concerns that arise and need further research with CalWORKs eligibility and/or GAIN staff. There is a CCC and a back-up in each CalWORKs District and GAIN/Contracted Regional Office.

2.25 Civil Rights Section

A section within DPSS assigned the responsibility for investigating alleged complaints of discriminatory treatment and non-compliance with Federal and State statutes ensuring the administration of CalWORKs programs are non-discriminatory. This section will investigate all complaints of discriminatory treatment against the Contractor.

2.26 Clinical Assessment

A service offered to a CalWORKs participant to determine if there is a need for mental health, substance abuse services and/or domestic violence counseling and treatment services.

2.27 Community Service

Community Service is a temporary and transitional activity performed with private or public non-profit organizations. The activities are intended to provide participants with necessary job skills that can lead to unsubsidized employment and self-sufficiency. Community Service can be self-defined by the participant and used as a bridging activity for participants who need to meet their 20/30/35 hour per week requirement or are in between GAIN activities.

2.28 Compliance Plan

A written plan developed during the Cause Determination interview to correct the instance of non-compliance after the County determines that the participant did not have good cause. The financial sanction is avoided when all the conditions of the compliance plan are met, but is imposed when the participant fails to meet the conditions at any time.

2.29 Contract

Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work, Exhibit A.

2.30 Contract Discrepancy Report (CDR)

A report used by the County Contract Administrator (CCA) to record contract information regarding discrepancies with contract requirements or problems with Contractor's performance. If Contractor is not complying with contract requirements and/or Contractor's performance is determined to be unsatisfactory, the CCA is required to forward a CDR to Contractor for its response. (Refer to Appendix B, Technical Exhibit B-2).

2.31 Contractor

A sole proprietor, partnership, community-based organization, public agency or corporation that has entered into a contract with the County to perform or execute the work covered by the Contract's Statement of Work.

2.32 Contracted Case Manager (CCM)

The employee of the GAIN Case Management Contractor who directly provides case management services to GAIN WtW participants.

2.33 Contractor Contract Manager

The individual designated by the Contractor to administer the contract operations after the contract award and who must adhere to the standards set forth in Section 7.0, Subsection 7.1.

2.34 Contract Program Monitor (CPM)

The individual designated by County with authority to act as outlined in Subsection 6.5

2.35 Core Activities

The following components constitute core activities as defined by the State: 1) unsubsidized employment, 2) subsidized private sector employment, 3) subsidized public sector employment, 4) work experience, 5) on-the-job training, 6) grant-based on-the-job training, 7) supported work or transitional employment, 8) work-study, 9) self-employment, 10) community service, 11) vocational

education and training (limited to 12 months), and 12) job search and job readiness assistance.

2.36 County Code

A compilation of County ordinances of a general nature which have been codified, chaptered and indexed. Detailed information on all County Codes is found at the website below:

<http://ordlink.com/codes/lacounty/index.htm>

2.37 County Contract Administrator

The individual designated by County with authority to act as outlined in Subsection 6.3. This includes the individual designated in the Invoicing section to review and process invoices.

2.38 County Contract Section Manager (CCSM)

The individual designated by County with authority to act as outlined in Subsection 6.1

2.39 County Holiday(s)

New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. County recognized holidays are subject to change.

2.40 County Indemnities

County, its special districts, its officials, elected and appointed officers, employees, its agents and the State of California.

2.41 Contract Invoicing System (CIS):

An electronic system to process invoices that requires the Contractor to complete and submit invoices and supporting documentation electronically to County, and to provide all technical capabilities.

2.42 Countywide Volunteer Income Tax Assistance (VITA) Program

The VITA program is sponsored and administered by the Internal Revenue Service with the support of volunteers. The program assists low to moderate-income working families and individuals with free and reliable income tax assistance including tax preparation, Earned Income Tax Credit (EITC) and Child Tax Credit (CTC) filing, and financial literacy materials.

- 2.43 Day(s)**
Calendar day(s) unless otherwise specified.
- 2.44 Degree of Deviation**
The maximum allowable degree of deviation from perfect performance or County established standard that is allowed for each required service before the COUNTY assesses fiscal deductions.
- 2.45 Department of Public Social Services (DPSS)**
The Department within County that manages the social service programs: CalWORKs, GAIN, General Relief, CalFresh and Medi-Cal.
- 2.46 DPSS Director**
The Director of the Department of Public Social Services.
- 2.47 Dual Track**
Participants may, with the approval of the GAIN Case Manager and Supervisor, shorten job club/job search if it is determined that these services are not beneficial to the individual. Additionally, participants with Learning Disabilities may qualify for Dual Track services. Dual Track refers to the delivery of combined services (e.g., job club and remedial education/literacy) to better serve the participant. Dual Track participants must meet specific qualifiers and may not be arbitrarily placed into Dual Track.
- 2.48 Electronic Countywide Accounting and Purchasing System (eCAPS)**
The County's accounting and purchasing system used by County's Auditor-Controller's office.
- 2.49 Electronic Document Management System (EDMS)**
The purpose of EDMS is to enable DPSS to transition from a paper case environment to an electronic and online process, thereby reducing inconsistencies and assisting in the creation, filing, retrieval, preservation and disposition of electronic documents. Documents placed in EDMS will be stored in a secure repository and can be easily accessed and retrieved by authorized staff.
- 2.50 Eligibility Worker (EW)**
The County employee who is responsible for a participant's initial and ongoing eligibility determination for CalWORKs assistance.

2.51 Exemption

A condition or circumstance that excludes the recipient from participation in a welfare-to-work activity for as long as the condition or circumstance continues to exist, and is subject to frequent review by the case manager.

2.52 Family Stabilization (FS)

The FS program component provides intensive case management and services that may be in addition to those provided by the DPSS GAIN WtW program to participants who are experiencing an identified situation or crisis. FS is designed to ensure a basic level of stability within a family prior to, or concurrently with, participation in the WtW activities by providing barrier removal services necessary to ultimately achieve self-sufficiency.

2.53 Federal-Countable Activities

Welfare-to-Work Activities for Unsubsidized/Subsidized Employment, Work Experience, Work Study, On-the-Job-Training, Community Service, Job Search and Job Readiness Assistance/Services (six weeks per Federal FY), Vocational Training (12 months only) Self-Initiated Program (12 months only), and/or Cal-Learn.

2.54 Federal Work Participation Rate

The Federal Work Participation Rate measures the degree to which TANF/CalWORKs families are working or engaged in Welfare-to-Work allowable or countable activities in sufficient hours that lead to employment. All work eligible adults must be engaged in an allowable or countable activity and meeting the participation hourly requirement at all times. The minimum rate of participation in Welfare-to-Work activities for “all-families” with a work-eligible adult is 50% and for two-parent families is 90%.

2.55 Financial Sanction

The penalty resulting in a WtW participant’s CalWORKs cash grant being reduced. Financial sanctions are imposed upon a participant for failure or refusal to meet GAIN program requirements, without good cause, after compliance procedures have been unsuccessful.

2.56 Fiscal Year

The twelve (12) month period beginning July 1st and ending the following June 30th.

2.57 Full-time

For WtW activities purposes, all non-exempt adults enrolled in at least twenty (20) hours per week of Core WtW Activities and twelve (12) to fifteen (15) hours per week in Core or non-Core WtW activities that will aid recipients in obtaining employment.

Full-Time Job (For Employment)

Working at least 20 hours/week for participants in a single parent assistance unit with at least one child under the age of 6, or 30 hours/week for participants in a single parent assistance unit with no children under the age of 6, or 35 hours/week between the two adults in a two-parent assistance unit where the parents are allowed to share the required hours, in a job expected to last at least thirty (30) days for a salary which would at least equate to the Federal minimum wage, or to the State minimum wage, whichever is higher.

2.58 GAIN Employment Activity and Reporting System (GEARS)

GEARS, the acronym for “GAIN Employment Activity and Reporting System,” is the automated data management system used to support GAIN program in Los Angeles County, designed to track the GAIN participant’s employment, education, vocational and training activities; authorize payments; generate reports; maintain inventories of available resources; and provide program monitoring data. This system will be replaced by the LEADER Replacement System (LRS).

2.59 GAIN Program Section

A section within the CalWORKs and GAIN Division within DPSS assigned the responsibility for administration of the GAIN Program. The section may also provide technical assistance to the Contractor, when necessary, to ensure that GAIN program requirements are met.

2.60 GAIN Program Handbook

The handbook which details State and Federal laws and regulations, County GAIN policies and procedures for delivering case management services to Los Angeles County GAIN WtW participants, and subsequent updates are found at the website below:

<http://www.ladpss.gov>

2.61 GAIN Sanction Home Visit Outreach (GSHVO) Program

The GSHVO program provides outreach to participants with or without specialized supportive services needs, who are at risk of being sanctioned or who are currently sanctioned.

2.62 GAIN Services Worker (GSW)

The employee of the DPSS GAIN Line Operations Division who directly provides case management services to GAIN WtW participants.

2.63 Good Cause

A “good cause” is an approved reason, as defined by DPSS, for a participant who has failed or refused to participate in a WtW activity. A number of “good cause” reasons can excuse an individual from participating in GAIN for an extended period of time.

2.64 Greater Avenues for Independence (GAIN)

GAIN is the acronym for “Greater Avenues for Independence” program. The County developed the GAIN program as a result of the WtW legislation. The GAIN program, the County’s WtW program, establishes a comprehensive system of services to assist CalWORKs applicants/recipients by providing effective training and employment services to help them transition from dependency on public assistance programs to economic self-sufficiency.

2.65 Job Development

A GAIN activity consisting of 1) the identification and creation of employment opportunities for GAIN participants, and 2) employment-seeking assistance provided to the GAIN participant, on a one-on-one basis, by a person who has been trained or has experience as an employment counselor.

2.66 Job Placement Count

Job Placement Count is the sum of all registered participants who are placed in a given month. Placement occurs when either of the two happens:

- a. A registered participant enters a full-time or part-time employment with a new employer during the month and the participant’s employment information is entered into GEARS/LRS. If there are multiple entries of employment information for a participant within a given month, only one entry will be counted.

- b. A newly referred participant who is employed is entered into GEARS/LRS.

Subsidized employment will count as a placement but a grant-diversion or community service assignment will not count as a placement.

2.67 Job Placement Rate

In any given month the Job Placement Rate shall be the ratio of the Job Placement Count to the existing Caseload.

2.68 Job Services

Job skills workshops that are linguistically and culturally appropriate and focus on pre-employment skills that prepare participants to enter or re-enter the workforce by developing activities that are appropriate for the participant's level of skills. These activities include goal setting, dressing for success, practicing online job applications, building resumes, and developing money management and soft skills.

2.69 Key Measures

Key Measures are tools to gauge the Contractor's progress in meeting or exceeding set standards as specified in Exhibit A, Statement of Work, Section 8.0, Performance Requirements Summary (PRS), Subsection 8.2, Performance Outcome Areas and Key Measures.

2.70 LEADER Replacement System (LRS)

LRS is a fully integrated system for the online administration and management of welfare programs in LA County. LRS will replace LEADER and GEARS and will track the GAIN participant's WTW activities, authorize payments, generate reports, maintain inventories of available resources and provide program monitoring data.

2.71 Learning Disabilities

A heterogeneous group of disorders manifested by significant difficulties in the acquisition and use of listening, speaking, reading, writing, reasoning, or mathematical abilities. These disorders are intrinsic to the individual and presumed to be due to a central nervous system dysfunction. Even though a learning disability may occur concomitantly with other handicapping conditions (e.g., sensory or mental impairment) or environmental retardation, social

and/or emotional disturbance influences (e.g., cultural differences, insufficient/inappropriate instruction, psychogenic factors), it is not the direct result of those conditions or influences.

2.72 Lesson Plan

A linguistically and culturally appropriate training plan that includes course content, course objectives, course length, presentation methods, sample pre/post-tests, materials provided to trainees and audio visual presentations and equipment to be used.

2.73 Life Skills Classes (LSC)

Life Skills Classes (LSC), a non-core activity, provides GAIN participants with practical tools for everyday life as well as coping strategies for difficult situations. Participants can attend a variety of classes which range from parenting/gang prevention parenting, to money and time management. The classes may be assigned as a bridging activity, a concurrent post-assessment activity, or as a concurrent activity with a Self-Initiated Program (SIP) to meet the minimum participation weekly hourly requirements. In addition, GAIN Vocational Assessors have been advised to include these activities in employment plans, as appropriate.

2.74 Limited English Proficient (LEP)

LEP Participants are participants who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies. Because of the language differences and inability to speak or understand English, LEP participants are often excluded from programs, experience delays or denials of services, or receive care and services based on inaccurate or incomplete information.

2.75 Linkages

Linkages is a statewide initiative sponsored by the Child and Family Policy Institute of California with the goal to effectively integrate CalWORKs and Child Welfare Services to address common barriers that limit parents' ability to parent and their ability to work from both prevention and intervention perspectives. The County of Los Angeles joined the Statewide Linkages initiative in 2005 as an interdepartmental partnership between the Department of Children and Family Services (DCFS) and Department of Public Social Services (DPSS).

2.76 Los Angeles County Office of Education (LACOE)

The Contractor that provides County's GAIN WtW Job Club/Job Search activities and Vocational Assessment services for the GAIN WtW participants.

2.77 Los Angeles County Office of Education (LACOE) Enhanced Job Club/Vocational Assessment

The Enhanced Job Club/Vocational Assessment GAIN staff is collocated with LACOE to assist with the GAIN Assessment process. During this process, this GAIN staff and LACOE staff will meet with the participant prior to the assessment, actively participate during the assessment, and work with the participant in developing the participant's employment plan.

2.78 Los Angeles Eligibility Automated Determination Evaluation and Reporting System (LEADER)

LEADER, the acronym for "Los Angeles Eligibility Automated Determination Evaluation and Reporting System" is County's automated, client-based, fully integrated, on-line, interactive Graphical User Interface system. LEADER automatically determines welfare eligibility and benefits calculation and issuances for CalWORKs, General Relief, Food Stamps and Medi-Cal programs; provides case maintenance and supportive functions; interfaces with the GEARS System, and fiscal reporting system. LEADER will be replaced by LRS.

2.79 Mandated Forms

Required forms that must be used during the course of conducting case management business, and if necessary, translated for participants and cannot be modified, such as Notices of Action. A Notice of Action is a written notice sent to participants when there is an approval, change or denial of request for services.

2.80 Maximum Contract Sum

The total maximum contract amount payable by County to Contractor.

2.81 Non-Compliance Process

A process that consists of a 20-calendar-day cause-determination period and is used to provide participants an opportunity to meet

GAIN program requirements after failing or refusing to participate in their assigned WtW activities without good cause. A financial sanction is imposed when the non-compliance process fails to resolve the participation issues. .

2.82 Non-Core Activities

The following components constitute non-core activities as defined by the State: 1) adult basic education, 2) general education development (GED), 3) English-as-a-Second Language (ESL), 4) job skills training directly related to employment, 5) education directly related to employment, 6) mental health, 7) substance abuse, 8) domestic violence services, 9) vocational education/training beyond the limitation of 12 months, and 10) life skill classes, and 11) other activities necessary to assist the participant in obtaining unsubsidized employment.

2.83 Non-English Speaking

Persons whose primary language is other than English and whose language must be used to effectively communicate program information and requirements. Sign language is subject to this definition.

2.84 On-The-Job Training (OJT)

Subsidized employment in which a WtW participant receives job skills training from a private, for-profit employer. The employer serves as the employer of record, and pays a portion of the wages. The employer is reimbursed in advance or receives reimbursement for a portion of the wages. At the end of the training, it is expected that the WtW participant will be retained by the employer.

2.85 Online CalWORKs Appraisal Tool (OCAT)

OCAT is a State-mandated web-based tool that consists of a detailed comprehensive appraisal of the strengths, barriers, and overall work readiness of CalWORKs participants. Based on the comprehensive appraisal, a summary of strengths and barriers is generated along with editable work activity and work support recommendations.

2.86 Orientation/Job Club Orientation/Vocational Assessment (JCO/VA)

Intensive four-week Job Readiness & Career Planning Services Program geared towards the development of employment skills and

successful job search techniques and if appropriate, enrollment in an educational/training program with the ultimate goal of obtaining, securing, and/or promoting to a long-term employment at a living wage. On the first day of this Program, participant will attend a one-day Orientation/Motivational session.

2.87 Orientation/Motivation

Orientation/Motivation session is the first day of JCO/VA, however, this session can be a stand-alone activity if the participant does not need to attend JCO/VA. The purpose of motivational training is to raise participants' self-esteem, identify existing transferable work-related skills, learn the concept of "it pays to work", and gain the confidence to perform in the local labor market.

2.88 Participant(s)

A CalWORKs recipient (registered or unregistered in the GAIN program) who is eligible to receive case management services including Supportive Services and Specialized Supportive Services.

2.89 Part-Time Job (Employment)

Working less than, 20 hours/week for participants in a single parent assistance unit with at least one child under the age of 6, or 30 hours/week for participants in a single parent assistance unit with no children under the age of 6, or 35 hours/week between the two adults in a two-parent assistance unit where the parents are allowed to share the required hours, in a job expected to last at least 30 days for wages which would at least equate to the Federal minimum wage or to the State minimum wage, if higher.

2.90 Party(ies)

County and/or Contractor are the parties in this Contract.

2.91 Performance Outcomes

Three (3) specific Performance Outcome Areas used to gauge the Contractor's progress in meeting or exceeding set standards as specified in Exhibit A, Statement of Work.

2.92 Performance Requirements Standards (PRS)

Performance indicators as set forth in Exhibit B, Statement of Work Technical Exhibit B-3, Performance Requirements Summary (PRS) Chart, that will be monitored by County to ensure service requirements are met by Contractor.

2.93 Post-Employment Services

Post-employment services are designed to help participants stay employed and attain a better job with wages that enable self-sufficiency from CalWORKs dependency. The goal is to provide participants with the information, resources and tools to retain unsubsidized employment, improve career potential, and to achieve economic self-sufficiency at a living wage prior to exhausting their five-year lifetime limit. An array of post-employment services is offered.

2.94 Post Time-Limited Services

Participants, whose 48-month lifetime clock expired and, therefore, are no longer eligible to CalWORKs, may request Post Time-Limited services. Participants may not be eligible for CalWORKs, but their children may remain eligible to cash aid.

2.95 Qualified Bilingual Employee

An employee who, in addition to possessing the necessary qualifications for the particular classification, is certified through a process approved or administered by the Contractor, and approved by the County, to be proficient in oral and/or written communication in the non-English language of the persons to be served. This definition also applies to an employee who is certified in the use of sign language.

2.96 Referral

A referral is made when the registration notice is mailed informing the participant of his/her enrollment into the GAIN program, and scheduling him/her for an orientation session.

2.97 Sanction

See "Financial Sanction"

2.98 Self-Sufficiency

County's determination of the level at which a participant becomes economically independent by obtaining a steady source of income that removes the need for welfare assistance.

2.99 Specialized Supportive Services

A range of confidential services offered to a participant who discloses or is identified as having a barrier(s) to employment caused by problems with domestic violence, mental health, learning

disability, and/or substance abuse. If a participant needs Specialized Supportive Services (SSS) the participant can be referred to a Service Provider who will help determine the best treatment plan.

2.100 Subcontract

A written agreement in which a Third Party agrees to provide the services or materials necessary to fulfill the Contractor's original Contract obligations.

2.101 Subcontractor

Any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations in accordance with Section 8.0, Standard Terms And Conditions, Subsection 8.40, Subcontracting.

2.102 Transitional Subsidized Employment (TSE)

A paid activity based on wage subsidies to prepare WtW participants for unsubsidized employment by providing soft and job-related skills while working. TSE includes the following activities: On the Job Training, Paid Work Experience, Specialized Work Experience, and Work Study.

2.103 Supervising County Contract Administrator (SCCA)

The individual designated by County with authority to act as outline in Subsection 6.2.

2.104 Supportive Services

Services which GAIN will help to arrange or pay for, in order that a participant may participate in GAIN activities, if other funding sources are not available.

2.105 Task(s)

Activities to be performed by Contractor under this Contract including those identified in Exhibit A, Statement of Work.

2.106 Temporary Aid to Needy Families (TANF)

A Federally funded cash assistance program provided for needy families known as CalWORKs in California.

2.107 Third Party(ies)

Person(s) or entity(ies) other than the Party(ies) (including any County employee or Contractor employee) not related to this Contract.

2.108 Unsubsidized Employment

Employment in which a participant's wage is paid without a subsidy.

2.109 Vocational Assessment (VA)

Vocational assessment, part of the JCO Program, is the process by which a professional, culturally aware assessor develops an individualized employment plan which leads a participant to employment based on the culturally and linguistically appropriate evaluation of the participant's existing skills, education level, employment goals, vocational assessment test results and local labor market information.

The following factors that limit the ability to work or participate are evaluated: work history, inventory of employment skills, knowledge and abilities; educational history, present educational competency level; level of English competency and primary language literacy level; need for supportive services; employability given current skills and local labor market conditions; physical limitations or mental conditions. This evaluation is to be used as a primary tool for developing the WtW plan.

2.110 Wage Rate

The average initial (entry level) hourly pay paid for all participants who enter employment in a given month.

2.111 Welfare Fraud

A criminal act of deception and willful intent to illegally obtain funds from County. The most frequent type of fraud is the GAIN participant's failure to report his/her income. This includes earnings from employment and unearned income (e.g., child support, disability benefits, unemployment benefits, etc.).

2.112 Welfare-to-Work (WtW)

A Federally mandated program, administered by CalWORKs Program and the GAIN Program, which seeks to provide case management services that enable a participant to find living wage employment and become self-sufficient.

2.113 Welfare-to-Work (WtW) 24-Month Time Clock

The passage of SB 1041 on June 27, 2012, created significant changes to the CalWORKs program. It introduced a new WtW 24-Month Time Clock during which participants are allowed to participate in the full array of WtW activities without the core/non-core requirements.

2.114 Welfare-to-Work (WtW) Activities

A list of allowable WtW activities to which the participant may be assigned as specified under the CalWORKs program rules and regulations.

2.115 Welfare-to-Work (WtW) Plan

A plan developed with the participant based on an assessment of the participant's skills, education, and work history. The plan includes specific activity assignments, the hours of participation, services and time frames for completing the assigned WtW activity. Additionally, the plan is used to guide the participant into unsubsidized employment. Approved work activities include: English-as-a-Second Language training, unsubsidized employment, on-the-job training, job search and job readiness assistance, community service, work experience, vocational training, community service, mental health, substance abuse and domestic violence treatment services, and educational/job skills training directly related to employment.

WtW Plan: Activity Assignment - A binding agreement between a participant and DPSS, prepared by the Case Manager and executed when the participant begins a new WtW activity, a concurrent activity with an existing activity, or a change is made to an existing activity.

2.116 "Work First" Message

WtW Program's primary focus is placing participants rapidly into jobs.

2.117 Work Participation Rate Requirements

The number of hours per week a participant is required to engage in WtW activities. Also, the percentage of participants meeting the participation rates as required by Federal regulations for states and counties.

2.118 Work Study (WS)

Work Study provides participants with paid work while pursuing an educational program. To be eligible for Work Study, participants must be enrolled in a post-secondary program that participates in a work study program. Work Study assignments are available on or off campus and may be with a private business, non-profit agency, or public agency.

2.119 Work Study in Public Agencies Program

The Work Study Program in Public Agencies (WSPA) Program allows CalWORKs students enrolled in a community college, at least part-time, to take part in a work study activity for up to twenty (20) hours per week at a participating public agency. Students earn a wage above minimum wage.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A, Statement of Work.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.
- 3.3** Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract.

4.0 TERM OF CONTRACT

- 4.1** The Contract term shall be for a period of thirty-six (36) months. County will consider the Contractor's performance when deciding whether to exercise the option to extend the Contract. The Contract is effective February 1, 2017, or one day following Board approval, whichever is later. A contract start-up period will be required and shall commence on February 1, 2017 and conclude on February 28, 2017. Direct case management services will begin March 1, 2017 through January 31, 2020.
- 4.2** The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may

be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 Six-Month Expiration Prior Notification

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

4.4 Thirty (30) 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.

4.5 The Contract is subject to County’s right to terminate earlier for convenience, non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this Contract, breach of warranty to maintain compliance with the County’s Child Support Compliance Program and the County’s Living Wage Program, changes in legal requirements regarding the GAIN Program, and changes that eliminate or substantially reduce the County’s legal requirements for the GAIN Program.

5.0 CONTRACT SUM

5.1 Maximum Contract Amount

The maximum contract compensation amount is based on the Contractor’s total bid price which may become the total Contract amount payable by County to Contractor for the thirty-six (36) month Contract term. The first month is for start-up activities costs. The remaining thirty-five (35) months are for direct case management services and include any additional incentive earned. The maximum basic compensation amount of this Contract is \$_____ for the thirty-six (36) month term of the Contract (i.e.,

one month of start-up activities and thirty-five months of direct case management services). The maximum amount for performance incentives under this Contract is \$_____. The total maximum amount of this Contract is \$_____.

5.1.1 Contractor shall pay any and all taxes as are now in effect or shall hereafter be imposed or levied that may be applicable to this Contract or any of the work performed hereunder, including payroll (including FICA), income, and sales/use taxes. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold County harmless from, any and all sales/use tax claims arising hereunder.

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

5.2 Basis of Contractor Payment

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

5.2.1 Basic Compensation

Contractor shall be compensated at a flat monthly fee for operating all aspects of the requirements of this Agreement (i.e. case management, job placement, post-employment services, contract start-up responsibility, etc.) for the GAIN Region(s) being contracted. Payment to the Contractor will be made in arrears on a monthly basis at the rate of \$_____ per month. The flat monthly fee will be subject to performance penalty deductions as specified hereunder. Furthermore, the flat monthly fee will be subject to a one and one-half (1.5) percent deduction should filled staffing

positions fall below ninety-seven percent (97%) of staff positions specified in Contractor budget. A position is filled if an employee is occupying the position on the last business day of the month or if the position was occupied for a simple majority of the business days of the month, provided that Contractor may not move staff among GAIN Services Worker (GSW) or GAIN Services Supervisor (GSS) positions during the month to satisfy this requirement.

In the event the County determines that based on the GAIN participant caseload, the number of Job Club/Orientation/Vocational Assessment (JCO/VA) class sessions described in Exhibit A, Statement of Work, shall be reduced, the Contractor Budget, Exhibit C, shall be reduced accordingly. A contract Amendment shall be executed to reduce the Contract Maximum and the annual maximums as applicable.

5.3 75 Percent Expenditure Notification

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to (Department) at the address herein provided in Exhibit E - County's Administration.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

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

5.5 Invoices and Payments

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder. Contractor shall prepare its invoice in the same format and report the same information as shown on the sample invoice in Exhibit Z, Sample Monthly Invoice and any other information requested by the County Contract Administrator (CCA).
- 5.5.2 The Contractor's invoices shall be priced in accordance with Paragraph 5.2.1, Basic Compensation and Subsection 5.6, Performance Incentives and Deductions. Contractor shall submit its invoice to County, monthly in arrears, for all the case management services for which payment is due. For invoicing purposes, the Contractor shall clearly identify this Contract as "GAIN Case Management Services."
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A – Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 Contractor shall submit its invoices along with its supporting documents, required Monthly Management Report (MMR), and required Living Wage information to the CCA within fifteen (15) calendar days after the end of the reporting month in which services were provided or payment may be delayed.

Prop A – Living Wage Program:

No invoice will be approved for payment unless the following is included:

- **Exhibit X – Payroll Statement of Compliance**

- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

County Contract Administrator
12900 Crossroads Parkway S – East Annex, 2nd Floor
City of Industry, CA 91746-3411

- 5.5.6 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

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

5.5.7 Local Small Business Enterprises – Prompt Payment Program

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

5.5.8 Contract Invoicing System

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

Payment Process

5.5.9 Payments for case management services will be made monthly in arrears, at the amounts specified in this Contract, provided that Contractor is not in default under any provisions of the Contract and has submitted a complete and accurate invoice with all required documentation attached.

If this Contract is to a Federal, State or local government agency, public university, public college or other public educational institution, Contract payment will be effected using an actual cost method of reimbursement.

5.5.10 The CCA reviews all invoices and attachments submitted by Contractor for accuracy as to form and content and for any discrepancies, makes payment adjustments as allowed by Contract (i.e., for incentives or deductions, etc.) and

authorizes payment for the invoice as soon as possible after receipt of the Contractor's billing.

If Contractor fails to submit accurate, complete, timely and properly certified Monthly Management Report (MMR), adequate supporting documentation and/or required Living Wage information, the County may withhold a percentage of the payment up to the full amount of any invoiced payment that would otherwise be due to Contractor, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

5.5.11 The CCA will issue a Contract Discrepancy Report (CDR) to Contractor within twenty (20) calendar days of receipt of invoice if payment amounts are disputed by County. If Contractor disagrees with the disputed payment amounts, Contractor may submit a written explanation reasonably detailing Contractor's disagreement within ten (10) business days of receipt of the CDR. If a written response is not received from Contractor within ten (10) business days of County's notice to Contractor of a CDR, County's payment will be made less the disputed charges and Contractor waives any right to dispute the CDR and the unpaid amounts.

5.5.12 County shall review the invoice/attachments and make payment adjustments as allowed by Contract (i.e., for incentives or deductions, etc.) and authorize payment of an accurate invoice. County will make a reasonable effort to effect payment to Contractor within thirty (30) calendar days from receipt of a complete and accurate invoice that is accurate as to form and content. In no event shall County be liable or responsible for any payment prior to such approvals being obtained.

5.5.13 Payment Limitation

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.5.14 Payment Withholdings

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 the Contract, except for any claims specifically described in detail in such release.

5.5.15 No Payment in Event of Default

If this Agreement is terminated by County for default as provided in Section 8.0, Standard Terms And Conditions, Subsection 8.43, Termination for Default, then, without excusing such default, and without prejudice to any other rights of County in this Contract or as provided by law, Contractor shall be entitled to none of the sums not paid theretofore.

If such termination by County is as a result of failure by Contractor to timely achieve a deliverable considered critical as determined by County Contract Director, in his discretion, then, without excusing such default, and without prejudice to any other rights of County in this Contract or as provided by law, Contractor shall immediately repay to County the entire amount that Contractor has received from County.

5.6 Performance Incentives and Deductions

The County's goal is to assist WtW participants in overcoming barriers to employment and achieving self-sufficiency. The Contractor is encouraged to strive toward, and once achieved, maintain this goal through fiscal incentive payments. The fiscal incentives and deductions are as follows:

Commencing with the first month of direct services, the Contractor's performance will be monitored for every three-month period (the first three-month period is March 1, 2017 through May 31, 2017) in the following three Performance Outcomes, as specified in Exhibit B, Statement of Work Technical Exhibit B-1:

1. Work Participation Rate – Every three months, achieve a Work Participation Rate of 50 percent for work-eligible TANF participants.
2. Sanction Reduction Improvement Rate – Every three months, achieve a sanction reduction rate of 16.50 percent or lower.
3. Employment Rate – Every three months, achieve the target employment rate of 33 percent.

These Performance Outcomes are to be consistent with Program, County and/or State/Federal priorities. Should there be a change in Federal, State and/or County policies/regulations, the County may amend these Performance Outcomes via a contract amendment, as detailed hereunder. Exhibit A, Statement of Work, Subsection 8.2 provides additional information regarding these Performance Outcomes. These Performance Outcomes are subject to change based on the GAIN Program and the County goals. When such changes occur, the County will meet with the Contractor to discuss the changes and determine how such changes impact Contractor's ability to meet the performance standards. Such discussions will be considered in assessing whether deductions may be waived, as specified hereunder.

5.6.1 Performance Incentive Payments

The Contractor shall be eligible to receive a maximum of one and one-half (1.5) percent of the flat monthly fee in performance incentive payment under the following provisions:

1. The Contractor performs satisfactorily in the Performance Outcomes included in Exhibit B, Statement of Work Technical Exhibit B-1, Performance Outcomes Summary Chart.
2. The incentives are allowable per State and Federal regulations.
 - For Performance Outcome 1, or Performance Outcome 2, or Performance Outcome 3, pursuant to Exhibit B, Statement of Work Technical Exhibit B-1, if the Contractor's performance exceeds the required standards in the three-month evaluation period, the contractor shall be eligible to receive a performance incentive payment equal to one quarter (0.25) percent of one month of the flat monthly fee amount.
 - If the Contractor's performance far exceeds the required standard in the three-month evaluation period, the Contractor shall be eligible to receive a performance incentive payment equal to one-half (0.50) percent of one month of the flat monthly fee amount.

- A determination of “exceeds” is if the Contractor’s performance rate is five (5) percent higher than the required standard. A determination of “far exceeds” is if the Contractor’s performance rate is ten (10) percent higher than the required standard.
3. If the Contractor’s performance in one of the three Performance Outcomes far exceeds the required standards in the three-month evaluation period, the Contractor shall be eligible to receive a performance incentive payment equal to one-half (0.50) percent of the flat monthly fee amount for each month in the three-month evaluation period.
 4. If the Contractor’s performance in two of the three Performance Outcomes far exceeds the required standards in the three-month evaluation period, the Contractor shall be eligible to receive a performance incentive payment equal to one (1) percent of the flat monthly fee amount for each month in the three-month evaluation period.
 5. If the Contractor’s performance in three of the three Performance Outcomes far exceeds the required standards in the three-month evaluation period, the Contractor shall be eligible to receive a performance incentive payment equal to one and one-half (1.5) percent of the flat monthly fee amount for each month in the three-month evaluation period.
 6. The Contractor is required to request the performance incentive bonus payment within fifteen (15) calendar days following the three-month review period for which the bonus is being requested for.
 7. The Contractor’s performance is subject to County verification. Any credited payments for positive outcomes in these three Performance Outcomes that are subsequently found to be unwarranted shall be adjusted from a subsequent invoice.

5.6.2 Performance Deductions

The Contractor shall be assessed financial deductions and the flat monthly fee amount reduced under the following provisions:

1. If the Contractor does not achieve one of the three Performance Outcomes in the three-month evaluation period, Contractor shall receive a performance deduction equal to one-half (0.50)

percent of one month's flat monthly fee amount for each month in the three-month evaluation period.

2. If the Contractor does not achieve two of the three Performance Outcomes in the three-month evaluation period, Contractor shall receive a performance deduction equal to one (1) percent of one month's flat monthly fee amount for each month in the three-month evaluation period.
3. If the Contractor does not achieve three of the three Performance Outcomes in the three-month evaluation period, Contractor shall receive a performance deduction equal to one and one-half (1.5) percent of one month's flat monthly fee amount for each month in the three-month evaluation period.
4. The County shall waive the deduction on Performance Outcomes if the Contractor meets the Degree of Deviation in all of the Key Measures as specified in Exhibit B, Statement of Work Technical Exhibit B-2, Key Measures Summary Chart.
5. The County, at its sole discretion, reserves the right to waive these deductions.

Contractor's performance in each of the three outcomes areas shall be determined by averaging the performance monitoring results for the three-month evaluation period.

5.6.3 Fiscal Sanctions

If the County does not achieve the Federal Work Participation Requirements in any Federal Fiscal Year (FY) covered by the period of this Contract as required by Federal law and, as a result, is subject to a fiscal penalty, and Contractor's work participation rate is below the work participation rate obtained by County operated Regions as specified in Exhibit B, Statement of Work Technical Exhibit B-3, Performance Requirements Summary Chart, the Contractor shall be required to pay a proportionate amount of the penalty.

Contractor's penalty shall be prorated based on the total number of calendar months Contractor provided services in the Federal FY sanction period under this Contract. The penalty amount shall be equal to the total fiscal penalty levied on County, multiplied by Contractor's proportionate percentage of County's total caseload, or for the Federal FY for which the penalty is imposed.

County shall be entitled to indemnification for such penalty pursuant to Subsection 8.23, Contractor's Indemnification of County. The Contractor's obligation to indemnify the County hereunder shall survive the termination or expiration of this Contract for any Federal or State claim that arises.

In the event a fiscal sanction is imposed upon County, Contractor shall cooperate and actively participate with County in validating efforts or circumstances beyond the control of either party and validating the degree of success or progress in meeting the overall participation requirement of all Assistance Units.

5.7 Start-Up Period

The period from the Contract effective date until February 28, 2017 will be a transition period for the Contractor. During this period, the Contractor will perform activities such as recruiting, hiring and training staff and management, and procuring all Contractor-provided items as detailed in the Exhibit A, Statement of Work. Transition activities are one-time, non-recurring activities necessary to get the Contractor operational. Direct services will begin March 1, 2017.

5.8 VITA Program Services

Contractor shall provide services as detailed in Exhibit A, Statement of Work, Section 5.0, hereunder.

5.9 Adjustments to Monthly Fixed Fee

At County's sole discretion, the Contractor's flat monthly fee may be adjusted via an amendment, in accordance with this Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.1, Amendments, during the Contract term due to a change in the caseload size or a change in Federal, State, and/or County program requirements. When County opts to make an adjustment due to a program change, County may meet with the Contractor to discuss how this may impact the Contractor's ability to meet the Contract's performance standards.

5.10 Unspent Funds (Applies to Non-Profit Agencies)

5.10.1 To ensure that Contractor fully utilizes County funds for contracted services, Contractor shall submit an Expenditure Report at the end of each FY by July 31st of the following FY to DPSS Contract Management Division (CMD), as stipulated in Section 5.11.8, regardless of whether Contractor has any unspent funds. At the end of each FY, all funds paid to Contractor in excess of actual costs, for the provision of GAIN Case Management services that

have been properly earned, including interest, are to be treated as unspent funds.

- 5.10.2 For any unspent funds accumulated in Year One of the Contract, the Contractor has 18 months after the end of Year One, to utilize the funds to provide GAIN Case Management services as stipulated in the Contract and/or enhancements to GAIN Case Management services.
- 5.10.3 For any unspent funds accumulated in Year Two of the Contract, the Contractor has 6 months after the end of Year Two, to utilize the funds to provide GAIN Case Management services as stipulated in the Contract and/or enhancements to GAIN Case Management services.
- 5.10.4 Should Contractor choose to utilize unspent funds from Years One or Two for enhancements to GAIN Case Management services, Contractor shall submit a Disposition Plan for unspent funds for each FY by September 1st, at the same time Contractor submits the Expenditure Report on Contract revenues versus expenditures.
 - 5.10.4.1 The Disposition Plan must include a budget in accordance with the principles included in Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and related OMB Guidance. The Disposition Plan must include a detailed description of the services to be provided, the duration of those services, measurable outcomes, monitoring plan and all reporting and record keeping activities.
 - 5.10.4.2 The Disposition Plan will be reviewed by County and is subject to approval at County's sole discretion. County will make a determination within 30 calendar days of receipt of the Expenditure Report and Disposition Plan.
 - 5.10.4.3 In the event that County does not approve Contractor's Disposition Plan, and Contractor disagrees with County's determination, Contractor shall, in consultation with County, work to develop a revised Disposition Plan that is acceptable to County and submit a revised plan to County for review. Contractor has the option to withdraw the Disposition Plan and utilize the unspent funds for GAIN Case Management services as stipulated in the Contract.

- 5.10.4.4 County has the right to evaluate the effectiveness of services provided under the Disposition Plan. If County finds the services are not effective, the services under the Disposition Plan may be terminated at County's sole discretion.
- 5.10.4.5 Contractor must submit a Final Disposition Report to County within thirty (30) calendar days after the scheduled completion date of services provided in the approved Disposition Plan.
- 5.10.5 For any unspent funds from Years One and Two which have not been utilized as of July 31, 2019, Contractor shall immediately repay funds to County, as specified in Section 5.11.7. Contractor shall provide a report of utilization of unspent funds for Years One and Two as of July 31, 2019 no later than September 30, 2019.
- 5.10.6 For any unspent funds accumulated in Year Three of the Contract, the Contractor shall immediately repay funds to County, as specified in Section 5.11.7.
- 5.10.7 The unspent funds shall be returned to County within twenty (20) business days of notification by County of the amount due. Contractor agrees to be bound by applicable County disallowed cost procedures, rules and regulations, and to repay to County any amount which is found to violate the terms of this Contract or applicable provisions. Contractor shall be responsible for tracking all Contract payments and expenditures for GAIN Case Management Services, including submission of the following:
 - 5.10.8 An Expenditure Report reflecting Contract revenues versus expenditures or a similar Expenditure Report which follows standard accounting practices per Title 2 of the Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and related OMB Guidance, shall be submitted to CMD by July 31st following the end of each FY and at the end of the contract term. Upon request by County, Contractor shall provide verification of expenditures within two (2) business days of request, unless a different timeframe is agreed upon by both parties. The purpose of the Expenditure Report is to identify the amount of unspent funds.
 - 5.10.9 All uses of funds paid to and expended by Contractor, including the Expenditure Report, and other financial transactions related to Contractor's provision of services under this Contract are subject

to review and/or audit by DPSS, County's Auditor-Controller or its designee.

5.10.10 Notwithstanding any other provision of this Contract, in addition to all other rights of County to monitor Contractor, Contractor and County agree that it is the intent of the parties that County shall have the right to audit any and all use of funds paid to and expended by Contractor, in order to ensure that all funds are accounted for.

5.10.11 In the event that the Contract terminates early for any reason (including, but not limited to, assignment, delegation, acquisition, or merger), unspent funds shall be repaid to the County within ten (10) business days of the effective date of termination.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

All County personnel assigned to this Contract shall be under the exclusive supervision of County. A listing of all County Administration referenced in the following subsections are designated in Exhibit E, County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Contract Section Manager (CCSM)

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

- 6.1.1 Ensuring that the objectives of this Contract are met;
- 6.1.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator, who is described in Subsection 6.2 below;
- 6.1.3 Negotiating with Contractor changes in service requirements pursuant to Section, 8.0 Standard Terms and Conditions, Subsection 8.1 Amendments.

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

6.2 Supervising County Contract Administrator (SCCA)

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

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

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

6.3 County Contract Administrator (CCA)

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

- 6.3.1 Overseeing the daily operations of this Contract;
- 6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor;
- 6.3.3 Acting as a liaison between County and Contractor;
- 6.3.4 Providing direction to the Contractor in the areas relating to County policy, procedural requirements, service performance requirements, and information pertaining to this Contract.
- 6.3.5 Meeting with the Contractor's Manager on a regular basis; and
- 6.3.6 Informing Contractor of the name, address and telephone number of the CCA, in writing, at any time a change of CCA is made.

County shall also designate one person who will have authority to act as the CCA on all matters pertaining to the fiscal aspects of the Contract.

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

6.4 County Contract Program Manager (CCPM)

The responsibilities of the CCPM include:

6.4.1 Providing direction to Contractor in areas of County Policy and program requirements;

6.4.2 Meeting with the Contractor's Contract Manager on a regular basis; and

6.4.3 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

6.5 Contract Program Monitor (CPM)

County shall designate staff that will have the authority to act as the CPM. Responsibilities of the CPM include:

6.5.1 Monitoring any and all tasks, deliverables, goods, services or other work provided by or on behalf of the Contractor;

6.5.2 The CPM reports to the CCA who handles all the matters of monitoring and daily service operations of the Contract.

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

A listing of all Contractor administration referenced in the following subsections is designated in Exhibit F, Contractor's Administration. Contractor shall notify County in writing of any change in the names or addresses shown.

7.1 Contractor's Contract Manager

Contractor shall provide a full-time Contract Manager who is an employee of Contractor and acts as the primary liaison with DPSS. Contractor shall notify the County in writing of any change in the name or address of the Contractor's Manager.

7.1.1 The Contractor's Project Manager is designated in Exhibit F, Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County management on a regular basis on program strategy, direction, changes, and budget issues to ensure the completion of tasks and services;

7.1.3 Available to respond to the County's verbal inquiries within twenty-four (24) hours.

7.1.4 Experienced in performing the duties of the position for a minimum of three (3) years.

7.2 Approval of Contractor's Staff

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

7.3 Contractor's Staff Identification

7.3.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge in accordance with County specifications. Identification badge specifications may change at the sole discretion of County, and Contractor will be provided new specifications as required. The format and content of the badge is subject to County's approval prior to Contractor implementing the use of the badge. Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

- 7.3.2 Contractor shall notify County within one (1) business day when staff is terminated from working under this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County-specified photo identification badge at the time of removal from work under this Contract.
- 7.3.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy Contractor staff's identification badge at the time of removal from work under this Contract.

7.4 Background and Security Investigations

- 7.4.1 Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and Federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

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

7.4.5 The Contractor shall evaluate the suitability of employment for prospective employees who are found to have a record of criminal activity as described, but not limited to, in this Subsection 7.4. The level and type of background check required by the Contractor depends on the service or work the Contractor provides under this contract. The Contractor shall be responsible for completing the level of background check pertaining to its service or work as mandated by law when applicable. All other services that do not have specific legal requirements shall conform to the DPSS guidelines as described below.

7.4.6 The following information is based on the guidelines set forth by DPSS when evaluating the suitability of its own prospective employees. Because legal terms by which criminal acts are described differ among jurisdictions, the following is not a complete list of all criminal convictions that DPSS will consider when evaluating suitability of employment for its own prospective employees. The Contractor shall apply the DPSS criteria when evaluating the suitability of employment of prospective employees for work to be performed under this contract as described below. For all other criminal acts/convictions not listed, the Contractor is to contact the CCA for clarification.

7.4.6.1 ACCEPTABLE TO HIRE

- Disturbing the peace
- Drunk driving (acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana

- Reckless Driving (acceptable with a valid driver license)
- Trespassing

7.4.6.2 ACCEPTABLE TO HIRE AFTER STIPULATED TIME (including similar convictions and “Attempt,” Accessory” and “Conspiracy” to commit any of the crimes listed below). From Successful Completion of Probation or Parole

- Assault and Battery.....One year
- Malicious Mischief.....One year
- Prostitution.....One year
- Petty Theft.....Five years
- Receiving Stolen Property.....Five years
- Shoplifting.....Five years
- Manslaughter.....Five years
- Possession of Narcotics and/or Dangerous Drugs.....Five years

7.4.6.3 DETERMINATION AFTER INVESTIGATION AND APPROVAL OF CCA

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

7.4.6.4 NOT ACCEPTABLE TO HIRE (Including similar convictions and “Attempt” “Accessory,” and “Conspiracy” to commit any of the crimes listed below).

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Funds
- Forgery
- Grand Theft
- Mass Murder
- Rape, Including Sexual Battery
- Robbery
- Sale of Narcotics and/or Dangerous Drugs (Includes Intent to sell)
- Welfare Fraud

7.4.7 Contractor shall comply with the provisions of applicable laws and regulations pertaining to background investigations conducted for employment. Nothing in this Subsection 7.4 is to be construed to require Contractor to perform any background investigation or make any employment decision that would violate such law or regulations.

7.4.8 Contractor shall maintain the confidentiality of the results of such background investigations. Results of background investigations are not to be kept in the personnel file of the employee.

7.4.9 Contractor shall verify the above by conducting background checks via Live Scan or another method which includes at a minimum the following searches:

- U.S. Criminal Records Search;
- County and/or Statewide Criminal Record Search;
- Federal Criminal Record Search;
- Driving Record Search; and/or
- Sex Offender Database Search

If a method other than Live Scan is used, the background check shall be conducted prior to working on this Contract, upon promotion and no less frequently than every three years.

7.4.10 Contractor staff working on this Contract shall complete and sign Exhibit S, Criminal Conviction Information Notice and Certification prior to working on this Contract, upon promotion and no less frequently than every three years.

7.4.11 Contractor shall notify County immediately of convictions of Contractor staff working on this contract for any of the offenses listed in Paragraph 7.4.6. County may request that Contractor's staff who are subsequently convicted of the crimes listed in Paragraph 7.4.6 be immediately removed from working on the County Contract at any time during the term of this Contract.

7.5 Confidentiality

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

- Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities,

losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Subsection 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subsection 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.5.2 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.3 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement," Exhibit G2.
- 7.5.4 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement," Exhibit G3.
- 7.5.5 By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all 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 DPSS so designated without written authorization from DPSS.

7.6 Contractor's Personnel

7.6.1 Contractor shall assign a sufficient number of full-time permanent personnel that are employees of Contractor. Assigned personnel shall be:

1. Qualified to complete the tasks and services needed for case management services in the GAIN Region office.
2. Available at their assigned designated work site for the duration of their individual assignments.

7.6.2 For employee safety, Contractor will assure that Contractor's employees:

1. Are covered by an effective Injury and Illness Prevention Program.
2. Receive all required general and specific training on employee safety.

7.7 Removal of Unsatisfactory Personnel

7.7.1 Removal of unsatisfactory personnel shall occur immediately upon the written or oral request of the CCA. County will confirm any oral requests in writing.

7.7.2 At the request of the County, Contractor shall immediately replace said personnel.

7.7.3 Contractor shall ensure that the individual's duties are satisfactorily performed until a replacement is obtained. Replacement of Contractor's staff does not relieve Contractor of any of its responsibilities under this Contract.

7.8 Rules and Regulations for Contactor's Staff

7.8.1 During the time that Contractor's employees, subcontractors or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons with such rules and regulations. In the event that County determines that an employee or agent of Contractor has

violated any applicable rule or regulation, County or its designee shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of services upon receipt of written notice from County or its designee that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on County premises, indicate that the employee or agent may adversely affect the delivery of services. Upon removal of any employee, subcontractor or agent, Contractor shall immediately replace the employee or agent and continue uninterrupted services hereunder.

7.8.2 All Contractor employees who are receiving public assistance shall meet their reporting responsibilities to County. All of Contractor's employees shall maintain the confidentiality of all records obtained from County under the Contract in accordance with all applicable County, State and Federal laws, ordinances, regulations and directives relating to confidentiality, under State law, including without limitations, Welfare & Institutions Code, Section 10850 et seq. Further, such Contractor's employees shall not have any access to County's records of friends, relatives, business relations, personal acquaintances, tenants, or any other individuals whose relationship could reasonably influence their conduct or performance on the job. Limiting access to these records includes not allowing individuals access to information that could be used to determine eligibility for public assistance. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of case documents.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included

under this Contract, an Amendment shall be prepared and executed by the Contractor and by the DPSS Director or her designee or it may have to be executed by the Board of Supervisors.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Contract Manager.

8.1.3 The DPSS Director or her designee or Board of Supervisors, may at his/her sole discretion, authorize extensions of time as defined in Section 4.0, Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County Contract Manager.

8.1.4.1 Amendments shall be in compliance with applicable County, State and Federal regulations;

8.1.4.2 The Board has appropriated sufficient funds in the DPSS Budget;

8.1.4.3 The amendment is for a decrease in Contract costs, **or** the amendment is for an increase of no more than ten (10%) percent of the maximum Contract amount, and is necessitated by additional and necessary services that are required for Contractor to comply with changes in Federal, State, or County requirements;

8.1.4.4 DPSS shall obtain the approval of County Counsel or designee for an amendment to this Contract; and

8.1.4.5 DPSS Director will file a copy of all amendments with the Executive Office of the County Board and

Chief Executive Office within ten (10) days after execution of each amendment.

8.2 Assignment and Delegation

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

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

8.4 Budget Reductions

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

8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within 30 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.

- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within three business days of mailing to the complainant.

8.6 Compliance with Applicable Law

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subsection 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor

fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

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

In addition, Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Right Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the Federal Office for Civil Rights of the Department of Health and Human Services, incorporates the Civil Rights requirements of the Agreement along with all other mandated Federal and State requirements that must be adhered to by DPSS, its Contractors and Subcontractors. They include, but are not limited to the following:

- Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights training;
- Effectively identifying the participant's designated/preferred language. This can be accomplished by using the DPSS Language Designation form (PA 481) or similar form the contractors already have in place. (Note: Similar forms that the contractor uses shall have DPSS approval prior to its use.

- Ensuring that notices sent to participants are in their respective designated/preferred language;
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants;
- Maintaining records that include any Civil Rights related correspondence pertaining to participants, and documenting in the records whether language services and ADA accommodations were provided;
- Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log; and
- Collecting data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the CCA.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury

service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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 the Contractor. "Full-time" means forty (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 twelve (12)-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this 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 agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor

demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

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

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

8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN/GROW Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires

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

8.12.3 Non-Responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the

Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate

request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.13 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent 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.

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile

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

8.19 Fair Labor Standards

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

8.20 Force Majeure

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor

were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

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

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

8.22 Independent Contractor Status

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

- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the

payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

8.22.4 The Contractor shall adhere to the provisions stated in Subsection 7.5, Confidentiality.

8.23 Indemnification

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

8.23.1 Limitation of Liability of County

County will not be liable for consequential, incidental, indirect, special, exemplary, or punitive damages, even if advised of the possibility of such damages and regardless of the form in which any action is brought.

8.24 General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Subsection 8.24 and 8.25 of this

Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000.00), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying

insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles,
Department of Public Social Services,
Contract Management Section V
12900 Crossroads Parkway South – East Annex, 2nd Floor
City of Industry, CA 91746-3411
Attention: County Contract Administrator

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

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the

County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

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

8.24.5 Insurer Financial Ratings

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

8.24.6 Contractor's Insurance Shall Be Primary

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

8.24.7 Waivers of Subrogation

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

8.24.8 Subcontractor Insurance Coverage Requirements

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

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.24.10 Claims Made Coverage

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

8.24.11 Application of Excess Liability Coverage

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

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

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

8.24.14 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01),

naming County and its Agents as an additional insured, with limits of not less than:

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

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than one million (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

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

8.25.4.2 Property Coverage

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

8.26 Liquidated Damages

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

8.26.2 If the Department Head, or her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit B, Technical Exhibit B-3, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

8.26.4 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph

8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

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

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin,

sex, age, physical or mental disability, marital status, or political affiliation.

- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Subsection 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

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

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Contract Administrator or County's Contract Manager is not able to resolve the dispute, the Department Head or designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, 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 Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 Notices

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

8.34.1 Notices 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.

8.34.2 Notices of Termination

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.

8.35 Prohibition Against Inducement or Persuasion

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

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting

records pursuant to Subsection 8.38, Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, or “proprietary”. The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.37 Publicity

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the

name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

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

8.38 Record Retention and Inspection/Audit Settlement

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

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State

law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Subsection 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under

this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this paragraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Contract Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract, including subcontractor's line item budget, staffing plan, and supplemental schedule for combined regions, if applicable, to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

Los Angeles County
Department of Public Social Services
Contract Management Division – Section V
12900 Crossroads Parkway South,
East Annex, 2nd Floor
City of Industry, CA 91746
Attn: County Contract Administrator

before any Subcontractor employee may perform any work hereunder.

8.40.9 In the event that County consents to subcontracting, 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 covenants, representations and warranties shall inure to the benefit of the County of Los Angeles.”

8.40.10 Contractor shall obtain an executed Exhibit G, (Contractor Acknowledgement and Confidentiality Agreement), for each subcontractor employee approved to perform work hereunder.

8.41 Termination for Breach of Warranty to Maintain Compliance With County’s Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Subsection 8.14, Contractor’s Warranty of Adherence to County’s Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Subsection 8.43, Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- Stop work under this Contract on the date and to the extent specified in such notice, and
 - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subsection 8.38, Record Retention and Inspection/Audit Settlement.

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
- Contractor has materially breached this Contract; or
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress

toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

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

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

- 8.43.4 If, after the County has given notice of termination under the provisions of this Subsection 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Subsection 8.43, or that the default was excusable under the provisions of Paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 8.42, Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this Subsection 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

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

- 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 meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors

appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

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

8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

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

8.53 Time Off for Voting

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Compliance with the County's Living Wage Program

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth in Exhibit V, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at Subparagraph 5 of this Paragraph 9.1.2 under the Contract:
2. For purposes of this subparagraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time or part-time services to the Contractor, which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for the exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for the exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that

time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 Contractor's Submittal of Certified Monitoring Reports

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked and, the hourly wage rate paid, for each of its Employees. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit V and Exhibit W), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the

County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 Notifications to Employees

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 Enforcement and Remedies

If the Contractor fails to comply with the requirements of this paragraph, the County shall have the rights and remedies described in this paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date

it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
- b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

- c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:
 - a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
 - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed

that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this subparagraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 Use of Full-Time Employees

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 Contractor Retaliation Prohibited

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 Contractor Standards

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 Employee Retention Rights

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A “retention employee” is an individual:
 - a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the Federal Fair Labor Standards Act; and
 - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
 - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.

2. The Contractor is not required to hire a retention employee who:
 - a. Has been convicted of a crime related to the job or his or her performance; or
 - b. Fails to meet any other County requirement for employees of a Contractor.
3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 Neutrality in Labor Relations

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

- 9.2.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.
- 9.2.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient

information. Contractor understands and agrees that neither it nor its officers, employees, or agents are to take advantage of such access for any purpose whatsoever.

- 9.2.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

9.3 Local Small Business Enterprise (SBE) Preference Program

- 9.3.1 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.
- 9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.3.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have

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

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

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

9.4 Ownership of Materials, Software and Copyright

9.4.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.4.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide

security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

- 9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.4.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.4.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Paragraph 9.4.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Paragraph 9.4.3 or for any disclosure which the County is required to make under any state or Federal law or order of court.
- 9.4.6 All the rights and obligations of this Subsection 9.4 shall survive the expiration or termination of this Contract.

9.5 Patent, Copyright and Trade Secret Indemnification

- 9.5.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or

alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

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

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

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

9.6 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit Y, the County seeks to ensure that all County

contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.7 Transitional Job Opportunities Preference Program

9.7.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

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

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.8 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

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

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

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special

Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

9.9 Disabled Veteran Business Enterprise Preference Program

9.9.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

9.9.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.

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

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

9.10 Collective Bargaining Agreement

To comply with California Department of Social Services Regulations Section 23-610 (c) (22), the Contractor agrees to provide the County, upon request, a copy of any collective bargaining agreement covering employees providing services under the Contracts.

9.11 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions (45 C.F.R. Part 76)

Contractor hereby acknowledges that 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 County may immediately terminate or suspend this Contract.

9.12 Child/Elder Abuse and Fraud Reporting

9.12.1 Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

9.12.2 Child abuse reports shall be made by telephone within twenty-four (24) hours to the Department of Children and Family Services hotline at (800) 540-4000.

9.12.3 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 agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.12.4 Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County within three (3) business days.

9.13 Shredding of Documents

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

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

Documents for record and retention purposes in accordance with Subsection 8.38, Record Retention and Inspection/Audit Settlement, of this Contract are to be maintained for a period of five (5) years after the term of this Contract or for a period of five (5) years following the last date of service or until all audits started are completed, whichever is later..

9.14 Timely Completion

Contractor must be aware that 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.

9.15 Disputes

Contractor and DPSS agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this subsection hereunder.

- Contractor and DPSS agree that the existence and details of a dispute notwithstanding, both Parties shall continue without delay their performance hereunder, except for any performance by either DPSS or Contractor which DPSS determines should be delayed, as a result of such dispute.
- If Contractor fails to continue, without delay, its performance hereunder which County determines should not be delayed as a result of such dispute, then any additional costs which may be incurred solely by Contractor or by County as a result of Contractor's failure to continue to perform shall be borne solely by Contractor. Contractor shall make no claim whatsoever against County for such Contractor incurred costs.

Dispute Resolution Procedures

Any disputes between County and Contractor regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA.

In the event that CCA is unable to resolve the dispute within a reasonable time, then the matter shall immediately be submitted to the County Contract Director for further consideration and discussion to attempt to resolve the dispute.

In the event that the dispute cannot be resolved within a reasonable time then, the matter shall immediately be submitted to Contractor's President or Chief Executive Officer and to County's DPSS Director for further consideration and discussion to attempt to resolve the dispute mutually.

However, the dispute shall be ultimately resolved by the County DPSS Director with his decision being final.

9.16 Compliance with Auditor-Controller Contract Accounting and Administration Handbook

Contractor shall comply, at a minimum, with the requirements set forth in the Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook, incorporated herein by reference and available at: [_http://file.lacounty.gov/auditor/portal/cms1_214867.pdf](http://file.lacounty.gov/auditor/portal/cms1_214867.pdf).

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 Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: (_____ Name _____)

By _____
Name

Title

COUNTY OF LOS ANGELES

By _____
Hilda Solis, Chair, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Officer
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Melinda White-Svec
Deputy County Counsel

**CONTRACT FOR
GAIN CASE MANAGEMENT SERVICES**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

A STATEMENT OF WORK (See RFP Appendix A).....

B STATEMENT OF WORK TECHNICAL EXHIBITS (See RFP Appendix B)

1. Performance Outcomes Summary Chart
(Appendix B, Technical Exhibit B-1)

2. Key Measures Summary Chart
(Appendix B, Technical Exhibit B-1A)

3. Performance Requirements Summary Chart
(Appendix B, Technical Exhibit B-1B)

4. Contract Discrepancy Report
(Appendix B, Technical Exhibit B-2)

5. Caseload Projections by Language
(Appendix B, Technical Exhibit B-3)

6. Description of GAIN Regions II and VII
(Appendix B, Technical Exhibit B-4)

7. Links to GAIN Policies and Regulations
(Appendix B, Technical Exhibit B-5)

8. Welfare-to-Work GAIN Decision Chart
(Appendix B, Technical Exhibit B-6)

9. List of Current DPSS Vocational Assessors
(Appendix B, Technical Exhibit B-7)

10. List of DPSS Specialized Supportive Services Providers
(Appendix B, Technical Exhibit B-8)

11. REQAD-MIE Expanded Sample Selection and Case Review Methodology
(Appendix B, Technical Exhibit B-10)

C CONTRACTOR’S BUDGET and EMPLOYEE FORMS.....
(RFP Appendix D, Required Forms, Exhibits 11-14)

D CONTRACTOR’S EEO CERTIFICATION
(RFP Appendix D, Required Forms, Exhibit 8)

**CONTRACT FOR
GAIN CASE MANAGEMENT SERVICES**

TABLE OF CONTENTS OF EXHIBITS

E COUNTY’S ADMINISTRATION.....

F CONTRACTOR’S ADMINISTRATION

G FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION – CONTRACTOR
ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENTS.....
(RFP Appendix D, Required Forms, Exhibit 23)

H JURY SERVICE ORDINANCE

(RFP Appendix G)

I SAFELY SURRENDERED BABY LAW

(RFP Appendix J)

J PROPOSER’S NON-DISCRIMINATION IN SERVICE CERTIFICATION.....

(RFP Appendix D, Required Forms, Exhibit 24)

K CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY &
VOLUNTARY EXCLUSION – LOWER TIERED COVERED TRANSACTION
(45 C.F.R. 76).....

(RFP Appendix D, Required Forms, Exhibit 25)

L CERTIFICATION OF NO CONFLICT OF INTEREST

(RFP Appendix D, Required Forms, Exhibit 5)

M FAMILIARITY OF COUNTY LOBBYIST ORDINANCE CERTIFICATE

(RFP Appendix D, Required Forms, Exhibit 6)

N ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
(RFP Appendix D, Required Forms, Exhibit 9)

O COUNTY OF LOS ANGELES CONTRACT EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM & APPLICATION FOR EXCEPTION

(RFP Appendix D, Required Forms, Exhibit 10)

P IRS NOTICE 1015 – EARNED INCOME CREDIT.....

(RFP Appendix I)

Q DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....

(RFP Appendix O)

**CONTRACT FOR
GAIN CASE MANAGEMENT SERVICES**

TABLE OF CONTENTS OF EXHIBITS

R CERTIFICATION OF COMPLIANCE WITH THE COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....
(RFP Appendix D, Required Forms, Exhibit 21)

S CRIMINAL CONVICTION INFORMATION NOTICE AND CERTIFICATION.....

UNIQUE EXHIBITS

PROP A - LIVING WAGE PROGRAM EXHIBITS

T LIVING WAGE ORDINANCE.....
(RFP Appendix K)

U LIVING WAGE ANNUAL ADJUSTMENT.....

V PAYROLL STATEMENT OF COMPLIANCE.....

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

W CHARITABLE CONTRIBUTIONS CERTIFICATION.....
(RFP Appendix D, Required Forms, Exhibit 19)

SAMPLE INVOICES

X SAMPLE MONTHLY INVOICE

STATEMENT OF WORK

(SEE RFP APPENDIX A)

STATEMENT OF WORK TECHNICAL EXHIBITS

(SEE RFP APPENDIX B)

CONTRACTOR'S BUDGET AND EMPLOYEE FORMS

(SEE RFP APPENDIX D, Required Forms, Exhibits 11-14)

CONTRACTOR'S EEO CERTIFICATION

(SEE RFP APPENDIX D, Required Forms, Exhibit 8)

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY CONTRACT PROJECT MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

**CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

(SEE RFP APPENDIX D, Required Forms, Exhibit 23)

JURY SERVICE ORDINANCE

(SEE RFP APPENDIX G)

SAFELY SURRENDERED BABY LAW

(SEE RFP APPENDIX J)

***PROPOSER'S NONDISCRIMINATION IN
SERVICES CERTIFICATION***

(SEE RFP APPENDIX D, Required Forms, Exhibit 24)

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

(SEE RFP APPENDIX D, Required Forms, Exhibit 25)

CERTIFICATION OF NO CONFLICT OF INTEREST

(SEE RFP APPENDIX D, Required Forms, Exhibit 5)

***FAMILIARITY WITH THE COUNTY LOBBYIST
ORDINANCE CERTIFICATE***

(SEE RFP APPENDIX D, Required Forms, Exhibit 6)

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

(SEE RFP APPENDIX D, Required Forms, Exhibit 9)

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

(SEE RFP APPENDIX D, Required Forms, Exhibit 10)

IRS NOTICE 1015 – EARNED INCOME CREDIT

(SEE RFP APPENDIX I)

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

(SEE RFP APPENDIX O)

***CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM***

(SEE RFP APPENDIX D, Required Forms, Exhibit 21)

CRIMINAL CONVICTION INFORMATION NOTICE AND CERTIFICATION

All staff working under the GAIN Case Management Contract with the Department of Public Social Services (DPSS) must read and sign this notice/certification prior to beginning work on this Contract, upon promotion and no less frequently than every three years.

The suitability of Staff who have been convicted of criminal acts and/or who have successfully completed probation or parole must be evaluated. Staff is required to truthfully and fully disclose criminal conviction(s). If you fail to disclose a criminal conviction, the Contract requires that you be removed from working on this Contract regardless of your work performance.

Due to the fact that legal terms by which criminal acts may be described differ among jurisdictions, the following is NOT a complete list of criminal convictions that may be considered in evaluating suitability to work on this Contract.

I. ACCEPTABLE TO WORK ON CONTRACT

- Disturbing the Peace
- Drunk Driving (Acceptable with a valid driver license)
- Gambling
- Petty Theft as a Juvenile
- Possession of Marijuana
- Reckless Driving (Acceptable with a valid driver license)
- Trespassing

II. ACCEPTABLE TO WORK ON CONTRACT AFTER STIPULATED TIME (INCLUDING SIMILAR CONVICTIONS AND "ATTEMPT," "ACCESSORY," AND "CONSPIRACY" TO COMMIT ANY OF THE CRIMES LISTED BELOW)

- | | |
|--|------------|
| • Assault and Battery | One year |
| • Malicious Mischief | One year |
| • Prostitution | One year |
| • Petty Theft | Five years |
| • Receiving Stolen Property | Five years |
| • Shoplifting | Five years |
| • Manslaughter | Five years |
| • Possession of Narcotics and/or Dangerous Drugs | Five Years |

III. DETERMINATION AFTER INVESTIGATION

- Bad Checks
- Indecent Exposure
- Lewd Conduct
- Murder
- Possession and/or Sales of Dangerous Weapons
- Threats of Violence

IV. NOT ACCEPTABLE TO WORK ON CONTRACT (INCLUDING SIMILAR CONVICTIONS AND “ATTEMPT”, “ACCESSORY”, AND “CONSPIRACY” TO COMMIT ANY OF THE CRIMES LISTED BELOW.)

- Blackmail
- Bribery
- Burglary
- Crimes Against Children and Elders
- Embezzlement, Including Theft of Public Funds
- Extortion
- Falsification of Financial Statements and/or Public Records
- Forgery
- Grand Theft
- Mass Murder
- Rape, including Sexual Battery
- Robbery
- Sale of narcotics and/or Dangerous Drugs (Includes Intent to Sell)
- Welfare Fraud

I have read and reviewed this Criminal Conviction Information Notice and Certification. I understand that if I have any convictions, I am to report the conviction(s) on this sheet. This includes, but is not limited to, those offenses listed above.

In addition, I understand that I am to report all convictions that occur after the date I sign this Certification.

I understand that any omission or misstatement of material fact used to secure a position working on this Contract shall be grounds for my removal from working on this Contract regardless of the time elapsed before discovery and work performance.

I understand that the processing of a criminal background check is part of the selection process and that my continued work under this Contract is contingent upon the results of my background check.

I HAVE NOT BEEN CONVICTED OF ANY OF THE ABOVE OFFENSES.

I HAVE BEEN CONVICTED OF THE FOLLOWING OFFENSE(S):

Conviction Date: _____

I am currently on probation/parole. End date: _____

I am no longer on probation/parole. My probation/parole terminated on: _____

Signature

Date

Witnessed by: _____

Signature & Title

Date

LIVING WAGE ORDINANCE

(SEE RFP APPENDIX K)

LIVING WAGE ANNUAL ADJUSTMENT

(SEE RFP APPENDIX K-1)



**COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by _____
Company or Subcontractor
 on the _____ that during the payroll period commencing on the
Service, Building or Work Site
 _____ day of _____, and ending the _____ day of
Calendar Day of Month Month and Year Calendar Day of Month
 _____ all persons employed on said work site have been paid the full weekly wages
Month and Year
 earned, that no rebates have been or will be made, either directly or indirectly, to or on behalf of
 _____ from the full weekly wages earned by any
Company Name
 person, and that no deductions have been made either directly or indirectly, from the full wages
 earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR
 Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63
 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature:
	Date:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD CONSISTENT WITH THE SERIOUSNESS OF THE VIOLATION.	

CHARITABLE CONTRIBUTIONS CERTIFICATION

(SEE RFP APPENDIX D, Required Forms, Exhibit 19)

GAIN CASE MANAGEMENT SERVICES CONTRACT

SAMPLE MONTHLY INVOICE

Invoice Date: _____ Service Month: _____

Contract Number: _____ Taxpayer ID Number: _____

VENDOR NAME:

ATTENTION:

ADDRESS:

CITY, STATE, ZIP CODE:

GAIN CASE MANAGEMENT MONTHLY COMPENSATION

TOTAL GAIN Case Management Flat Monthly Rate Claimed: \$ _____

Contractor's Authorizing Signature Date Signed

Print Name Telephone Number

ADJUSTMENTS TO MONTHLY COMPENSATION

(To be completed by County Contract Administrator)

BASIC MONTHLY COMPENSATION: \$ _____

Minus Disallowed Telephone Costs Previously Paid \$ _____

Minus Other Fiscal Deductions as specified in Contract

Specify: _____ \$ _____

Other: _____ \$ _____

SUBTOTAL DUE TO CONTRACTOR: \$ _____

Plus (+) Performance Pay **OR**

Minus (-) Fiscal Reduction of Performance Payment \$ _____

(Refer to Contract, Section 9.0, Performance Incentives and Deductions)

TOTAL DUE TO CONTRACTOR: \$ _____

County Contract Administrator's Signature Date Signed

**APPENDIX D
TABLE OF CONTENTS
REQUIRED FORMS**

APPENDIX D

REQUIRED FORMS

FOR

REQUEST FOR PROPOSALS (RFP)

**APPENDIX D
TABLE OF CONTENTS
REQUIRED FORMS**

EXHIBITS

BUSINESS FORMS

- 1 PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT
- 2 PROPOSER'S REFERENCES
- 3 PROPOSER'S LIST OF CONTRACTS
- 4 PROPOSER'S LIST OF TERMINATED CONTRACTS
- 5 CERTIFICATION OF NO CONFLICT OF INTEREST
- 6 FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
- 7 REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
- 8 PROPOSER'S EEO CERTIFICATION
- 9 ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
- 10 COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

COST FORMS

- 11 BID AND BUDGET SHEET
- 12 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS
- 13 REQUIRED LINE ITEM BUDGET NARRATIVE
- 14 EMPLOYEE BENEFITS

LIVING WAGE FORMS

- 15 CONTRACTOR NON-RESPONSIBILITY DEBARMENT - ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
- 16 LABOR/PAYROLL/DEBARMENT HISTORY - ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE
- 17 APPLICATION FOR EXEMPTION
- 18 STAFFING PLAN

2004 NONPROFIT INTEGRITY ACT (SB 1262, CHAPTER 919)

- 19 CHARITABLE CONTRIBUTIONS CERTIFICATION

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

- 20 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 21 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

DISABLED VETERANS BUSINESS ENTERPRISE PREFERENCE PROGRAM

- 22 REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM CONSIDERATION

**APPENDIX D
TABLE OF CONTENTS
REQUIRED FORMS**

- 23 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- 24 PROPOSER'S NONDISCRIMINATION IN SERVICES CERTIFICATION
- 25 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION – LOWER TIERED COVERED TRANSACTION
(45 C.F.R. PART 76)
- 26 CONTRACTOR'S CERTIFICATION OF OFFICE LOCATION(S)

REQUIRED FORMS - EXHIBIT 1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
------	-------	-----------

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA
_____	_____	_____
_____	_____	_____

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm? ____ If yes,

Name of parent firm: _____

State of incorporation or registration of parent firm: _____

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change
_____	_____
_____	_____

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

Proposer acknowledges and certifies that it meets and will comply with the Minimum Mandatory Qualifications as stated in Section 3.0, of this Request for Proposal, as listed below.

1. Attend the mandatory Proposers' Conference, as specified in this RFP, Subsection 7.6, Proposers' Conference.
2. Have, at a minimum, experience of three (3) years out of the last ten (10) years providing case management services, or services substantially similar those required in this RFP.
3. Have an assigned full-time Contract Manager, with a minimum of three (3) years of experience in the performance of case management services, or services substantially similar to the services required in this RFP and a four-year college degree or an Associate of Arts degree with two years of experience in handling GAIN-type participant caseloads or counseling. (If the Contract Manager is not yet hired, Contractor must include with its proposal the complete job specifications for this position).
4. Have a business office located within the County of Los Angeles, with a responsible person(s) to maintain all administrative records related to the proposed Contract and financial reports that are required herein. This information must be documented in the Business Proposal, Section 3.1.5 (see RFP Paragraph 7.8.7)
5. Meet all the mandatory Living Wage requirements as described in RFP, Subsection 5.18, Living Wage Program.
6. Comply with the Proposal's format and requirements set forth in the Business Proposal Format and the Cost Proposal Format, (see RFP Subsections 7.8 and 7.9).

Check the appropriate boxes:

Yes No _____ years experience, within the last ____ years

Proposer further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this proposal are made, the proposal may be rejected. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

Proposer's Name: _____

Address: _____

E-mail address: _____ Telephone number: _____ Fax number: _____

On behalf of _____ (Proposer's name), I _____ (Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service Employer ID Number

Title

California Business License Number

Date

County WebVen Number

**REQUIRED FORMS - EXHIBIT 2
PROPOSER'S REFERENCES**

Proposer's Name: _____

List Five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

**REQUIRED FORMS - EXHIBIT 3
PROPOSER'S LIST OF CONTRACTS**

Proposer's Name: _____

List of all public entities for which the Contractor has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.
5. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.	# of Years / Term of Contract		Type of Service	Dollar Amt.

REQUIRED FORMS - EXHIBIT 4
PROPOSER'S LIST OF TERMINATED CONTRACTS

Proposer's Name: _____

List of all contracts that have been terminated within the past three (3) years.

1. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
2. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
3. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		
4. Name of Firm	Address of Firm	Contact Person	Telephone # ()	Fax # ()
Name or Contract No.		Reason for Termination:		

REQUIRED FORMS - EXHIBIT 5
CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Proposer Name

Proposer Official Title

Official's Signature

REQUIRED FORMS - EXHIBIT 6
FAMILIARITY WITH THE COUNTY
LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: _____

REQUIRED FORMS - EXHIBIT 7

Use this form for County Solicitations which **are** subject to the Federal Restriction

**Request for Local SBE Preference Program Consideration and
CBE Firm/Organization Information Form**

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____
CAGE CODE: _____ **NAICS CODE:** _____

- As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- The NAICS Code shown corresponds to the services in this solicitation.
- Attached is my CCR certification page.

II. FIRM/ORGANIZATION INFORMATION: The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure: Sole Proprietorship Partnership Corporation Non-Profit Franchise
 Other (Please Specify) _____

Total Number of Employees (including owners): _____

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

III. PERCENTAGE OF OWNERSHIP IN FIRM: Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

IV. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name	Authorized Signature	Title	Date

REQUIRED FORMS - EXHIBIT 8
PROPOSER'S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	()	()
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	()	()
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	()	()
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	()	()

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 9
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

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

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to provide DPSS with all job openings and job requirements to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

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

_____ YES _____ NO _____ N/A (Program not available)

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

REQUIRED FORMS - EXHIBIT 10

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 given an exemption 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 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:

**REQUIRED FORMS - EXHIBIT 11
 BID AND BUDGET SHEET
 SAMPLE BUDGET SHEET FOR GAIN CASE MANAGEMENT SERVICES**

DIRECT COST (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Employee Classification	_____	\$ _____	\$ _____
Others (Please continue to list)			
Total Salaries and Wages			\$ _____

*FTE = Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	_____	\$ _____
Dental Insurance	_____	\$ _____
Life Insurance	_____	\$ _____
Other (list)	_____	\$ _____
Total Benefits		\$ _____

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)		
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Total Payroll Taxes		\$ _____

Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)

_____	\$ _____	
_____	\$ _____	
_____	\$ _____	
Vehicles	\$ _____	
Supplies	\$ _____	
Services	\$ _____	
Office Equipment	\$ _____	
Telephone/Utilities	\$ _____	
Other (please continue to list)	\$ _____	
Total Insurance/Misc. S & S		\$ _____

TOTAL DIRECT COSTS **\$ _____**

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping	\$ _____	
Management Overhead (Specify)	\$ _____	
Other (Specify)	\$ _____	
TOTAL INDIRECT COSTS		\$ _____

TOTAL DIRECT AND INDIRECT COST **\$ _____**

PROFIT (Please enter percentage: _____%) **\$ _____**

TOTAL MONTHLY COSTS **\$ _____**

REQUIRED FORMS - EXHIBIT 12

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION
AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS**

- A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.
- B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME

PHONE NUMBER

_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

- C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

- D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

Name of Firm

Print Name of Signer

Title

Signature

Date

**REQUIRED FORMS - EXHIBIT 15
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**CONTRACTOR NON-RESPONSIBILITY DEBARMENT
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE**

REQUIRED FORMS - EXHIBIT 13

REQUIRED LINE ITEM BUDGET NARRATIVE

Proposers are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

REQUIRED FORMS - EXHIBIT 15
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM

CONTRACTOR NON-RESPONSIBILITY DEBARMENT
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

REQUIRED FORMS - EXHIBIT 14

EMPLOYEE BENEFITS

Medical Insurance/Health Plan:

Employer Pays \$_____ Employee Pays \$_____ Total Mo. Premium \$_____

Annual Deductible
Employee \$_____ Family \$_____

Coverage (√)

- _____ Hospital Care (In Patient _____ Out Patient _____)
- _____ X-Ray and Laboratory
- _____ Surgery
- _____ Office Visits
- _____ Pharmacy
- _____ Maternity
- _____ Mental Health/Chemical Dependency, In Patient
- _____ Mental Health/Chemical Dependency, Out Patient

Dental Insurance:

Employer Pays \$_____ Employee Pays \$_____ Total Mo. Premium \$_____

Life Insurance:

Employer Pays \$_____ Employee Pays \$_____ Total Mo. Premium \$_____

Vacation:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Sick Leave:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Holidays:

Number of Days _____ per year

Retirement:



**REQUIRED FORMS - EXHIBIT 15
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**CONTRACTOR NON-RESPONSIBILITY DEBARMENT
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE**

Employer Pays \$ _____ Employee Pays \$ _____ Total Premium \$ _____

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

- The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**
- The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

- There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**
- There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) (The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)

HISTORY OF DEBARMENT (Check one):

- The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**
- The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature	Print Name and Title
Print Name of Firm	Date



**REQUIRED FORMS - EXHIBIT 16
COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM**

**LABOR/PAYROLL/DEBARMENT HISTORY
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE**

If applicable, Firm must complete and submit a separate form (make photocopies of form) for each instance of any of the following (check the applicable box below):

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- A debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/Agent's Authorized Signature:
City, State, Zip Code:	Print Name and Title:

Public Entity Name:		Date of Incident:
Case Number/Date Claim Opened:	Case Number:	Date Claim Opened:
Name and Address of Claimant:	Name:	
	Street Address:	
	City, State, Zip:	
Description of Work: (e.g., janitor)		
Description of Allegation and/or Violation:		
Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.)		

Additional Pages are attached for a total of _____ pages.



**REQUIRED FORMS - EXHIBIT 17
 COUNTY OF LOS ANGELES
 LIVING WAGE PROGRAM
 APPLICATION FOR EXEMPTION**

The contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. **To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers Conference by the due date set forth in the solicitation document.** Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:
Awarding Department:		Contract Term:
Type of Service:		
Contract Dollar Amount:		Contract Number (if any):
My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount		<input type="checkbox"/> Yes <input type="checkbox"/> No

I am requesting an exemption from the LW Program for the following reason(s) (*attach all documentation that supports your claim to this form*). Please check all that apply:

- My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
 - the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
 - the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REQUIRED FORMS - EXHIBIT 19
CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

REQUIRED FORMS - EXHIBIT 20

TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

- My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years (*attach IRS Determination Letter*);
- I have submitted my three most recent annual tax returns with my application;
- I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	APPROVED	DISAPPROVED	DATE

REQUIRED FORMS EXHIBIT 21

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

REQUIRED FORMS EXHIBIT 22

REQUEST FOR DISABLED VETERANS BUSINESS ENTERPRISE PREFERENCE PROGRAM CONSIDERATION

INSTRUCTIONS: All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at <http://www.pd.dgs.ca.gov/>

Information on the Veteran Affairs Disabled Business Enterprise certification regulations may be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: <http://www.vetbiz.gov/>

- I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.
- I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Name of Firm	County Webven No.
Print Name:	Title:
Signature:	Date:

<i>SIGNATURE OF REVIEWER</i>	<i>APPROVED</i>	<i>DISAPPROVED</i>	<i>DATE</i>

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT 24

Proposer's Nondiscrimination in Services Certification

Company 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 1980, 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 YES/NO

1. Proposer has written policy statement prohibiting discrimination in services and benefits. () ()

2. Proposer periodically monitors the equal provision of services to ensure nondiscrimination. () ()

3. When problem areas are identified in equal provisions of services and benefits, the Proposer has a system for taking reasonable corrective action within a specified length of time. () ()

Authorized Official's Printed Name and Title

Authorized Official's Signature Date

EXHIBIT 25

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 Contractor 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. Contractor shall provide immediate written notice to the person to whom this proposal is submitted if at any time Contractor 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. Contractor agrees by submitting this contract document 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. Contractor further agrees by submitting this contract document 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 Contract, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Contractor 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.

EXHIBIT 25

Contractor acknowledges that a participant may decide the methods and frequency by which it determines the eligibility of its principals. Contractor acknowledges that each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement 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 Contractor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Contractor shall attach a written explanation to its proposal in lieu of submitting this Certification. Contractor'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 Contractor 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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (45 C.F.R. Part 76).

Contractor 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

EXHIBIT 26

CONTRACTOR'S CERTIFICATION OF OFFICE LOCATION(S)

GAIN REGION _____

CONTRACTOR NAME:

The Case Management service office(s) is/are located at:

Address 1: _____

Address 2: _____

Address 3: _____

By signing this certification form, this Proposer certifies that the office(s) listed above, are within a five mile radius or 40 minutes (one way) travel time via public transportation, to the DPSS GAIN Regions served within Service Area_____. Proposer further certifies that the 40 minute travel time was verified through the Metropolitan Transportation Authority (<http://www.metro.net>).

Name of Proposer: _____

Print Name and Title of Signer: _____

Signature: _____

REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

A Solicitation Requirements Review must be received by the County within 10 business days of issuance of the solicitation document.

Proposer Name:	Date of Request:
Project Title:	Project No.

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

- Application of **Minimum Requirements**
- Application of **Evaluation Criteria**
- Application of **Business Requirements**
- Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary.)*

Request submitted by:

(Name)

(Title)

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released: _____

Reviewed by: _____

Results of Review - Comments: _____

Date Response sent to Proposer: _____

COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

WE RECOGNIZE. . . .

The importance of small business to the County. . .

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

The County can play a positive role in helping small business grow. . .

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

WE THEREFORE SHALL:

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website.

<http://doingbusiness.lacounty.gov/DebarmentList.htm>

IRS NOTICE 1015

Latest version is available from IRS website at
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2015)

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

What is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whose wages 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 2015 are less than \$53,267 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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 8, 2016.

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 download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

How Will My Employees Know If They Can Claim the EIC?

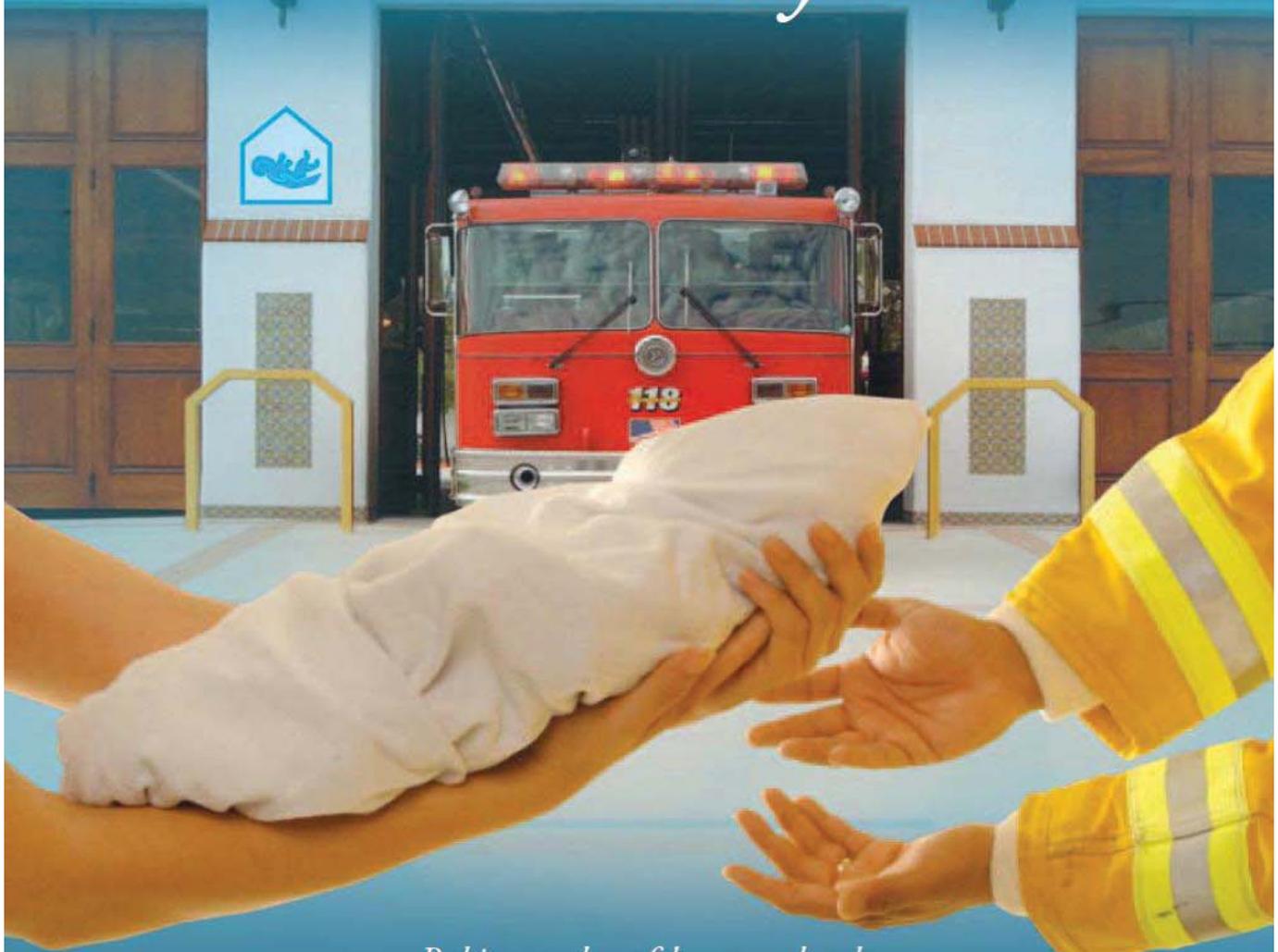
The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2015 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2015 and owes no tax but is eligible for a credit of \$800, he or she must file a 2015 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2015)
Cat. No. 205991

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

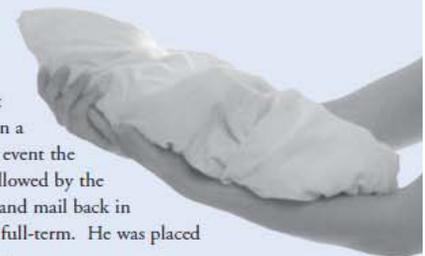
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

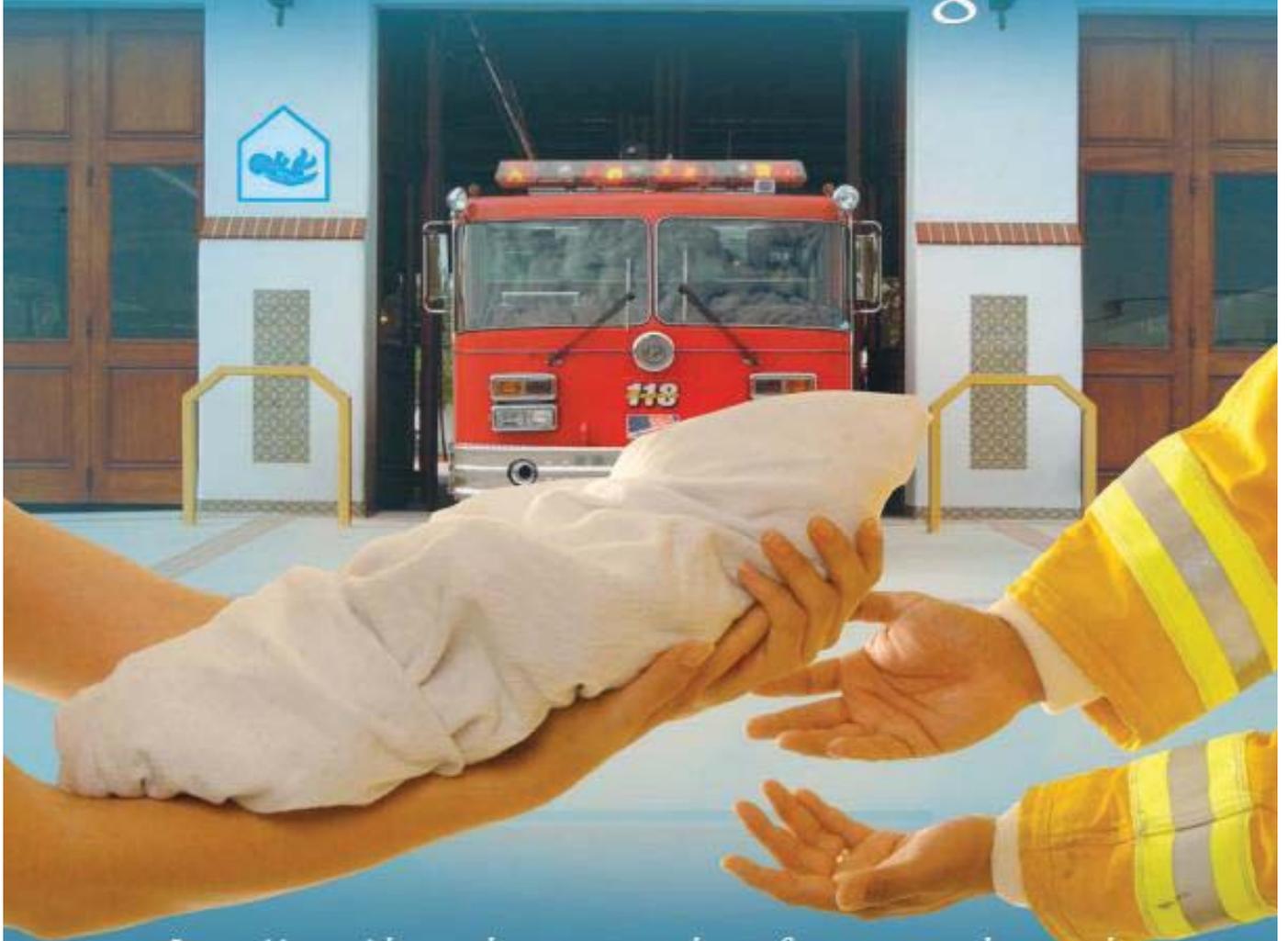
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Chapter 2.201 - LIVING WAGE PROGRAM

Page 1 of 5

- 2.201.010 - Findings.
- 2.201.020 - Definitions.
- 2.201.030 - Prospective effect.
- 2.201.040 - Payment of living wage.
- 2.201.050 - Other provisions.
- 2.201.060 - Employer retaliation prohibited.
- 2.201.070 - Employee retention rights.
- 2.201.080 - Enforcement and remedies.
- 2.201.090 - Exceptions.
- 2.201.100 - Severability.

Sections:

2.201.010 - Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles.

(Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 - Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this Chapter unless inconsistent with the following definitions:

- A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full- or part-time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.
- C. "Employer" means:
 1. An individual or entity who has a contract with the County:
 - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this Chapter as a "Proposition A contract," or

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 2 of 5

- b. For cafeteria services, referred to in this Chapter as a "cafeteria services contract," and
 - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer, but in no event less than 35 hours worked per week.
 - E. "Part time" means less than 40 hours worked per week, unless a lesser number is a recognized industry standard and is approved as such by the Chief Executive Officer.
 - F. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq., of this code, entitled Contracting with Private Business.

(Ord. 2015-0061 § 1, 2015: Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 - Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter. ¹⁶ It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.040 - Payment of living wage.

- A. Employers shall pay employees a living wage for their services provided to the County of no less than the hourly rate set under this Chapter or in Title 8—Consumer Protection, Business and Wage Regulations, commencing with Section 8.100.010, whichever is higher. The rate shall be as follows:
 - 1. On March 1, 2016, and thereafter the rate shall be \$13.25 per hour;
 - 2. On January 1, 2017, and thereafter the rate shall be \$14.25 per hour;
 - 3. On January 1, 2018, and thereafter the rate shall be \$15.00 per hour;
 - 4. On January 1, 2019, and thereafter the rate shall be \$ 15.79 per hour;
 - 5. Beginning January 1, 2020, and thereafter the living wage rate shall increase annually based on the average Consumer Price Index for Urban Wage Earners and Clerical Works (CPI-W) for the Los Angeles metropolitan area (Los

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 3 of 5

Angeles-Riverside-Orange County, CA), which is published by the Bureau of Labor Statistics of the United States Department of Labor.

16) --- **Editor's note**—Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

- B. The Board of Supervisors may, from time to time, adjust the amounts specified in subsection A of this Section, above for future contracts. Any adjustments to the living wage rate specified in subsection A that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments.

(Ord. 2015-0061 § 2, 2015: Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 - Other provisions.

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the Internal Services Department shall be responsible for the administration of this chapter. The Chief Executive Officer and the Internal Services Department may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Internal Services Department shall issue written instructions on the implementation and ongoing administration of this Chapter. Such instructions may provide for the delegation of functions to other County departments.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and provide other information deemed relevant to the enforcement of this Chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this Chapter.

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 4 of 5

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage.

(Ord. 2015-0061 § 3, 2015: Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

2.201.060 - Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.070 - Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

- A. A "retention employee" is an employee of a predecessor employer:
1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
 2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
 3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.
- B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.
- C. A subsequent employer is not required to hire a retention employee who:
1. Has been convicted of a crime related to the job or his or her job performance;
or
 2. Fails to meet any other county requirement for employees of a contractor.
- D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees.

(Ord. 99-0048 § 1 (part), 1999.)

2.201.080 - Enforcement and remedies.

For violation of any of the provisions of this chapter:

Title 2 ADMINISTRATION
Chapter 2.201 LIVING WAGE PROGRAM

Page 5 of 5

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
 - 1. Assess liquidated damages as provided in the contract; and/or
 - 2. Recommend to the board of supervisors the termination of the contract; and/or
 - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code.

(Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 - Exceptions.

- A. Other Laws. This Chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this Chapter shall be superseded by a collective bargaining agreement that expressly so provides.

(Ord. 2015-0061 § 4, 2015: Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 - Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

(Ord. 99-0048 § 1 (part), 1999.)

Living Wage Rate Annual Adjustments

The Living Wage Ordinance is applicable to Proposition A and cafeteria services contracts. Employers shall pay employees a Living Wage for their services provided to the county of no less than the hourly rates and effective dates as follows:

Effective Date	Hourly Rate
March 1, 2016	\$13.25
January 1, 2017	\$14.25
January 1, 2018	\$15.00
January 1, 2019	\$15.79

Effective January 1, 2020, the Living Wage rate will be adjusted based on the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding July 1 of each year.

The Chief Executive Office (CEO) will issue a memo advising departments of the CPI to be used when determining the Living Wage rate effective January 1, 2020, and every year thereafter.

Detailed Living Wage Program information is available at:

http://purchasingcontracts.co.la.ca.us/living_wage_program_p.pdf

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

2.202.010 Findings and declaration.

Page 1 of 6

2.202.020 Definitions.**2.202.030 Determination of contractor non-responsibility.****2.202.040 Debarment of contractors.****2.202.050 Pre-emption.****2.202.060 Severability.****2.202.010 - Findings and declarations.**

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

Title 2 ADMINISTRATION
 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
 AND CONTRACTOR DEBARMENT

- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.
- (Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission 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.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission 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.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
 - (3) Whether there is a pattern or prior history of wrongdoing.
 - (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
 - (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
 - (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
 - (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
 - (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
 - (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation

Title 2 ADMINISTRATION
 DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
 AND CONTRACTOR DEBARMENT

began and whether the contractor disclosed all pertinent information known to the contractor.

- (10) Whether the wrongdoing was pervasive within a contractor's organization.
- (11) The positions held by the individuals involved in the wrongdoing.
- (12) Whether a contractor participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (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. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION	RANGE OF DEDUCTION (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	Proposer <i>Did Not</i> Fully Disclose
Proposer Name: _____ Contracting Department: _____ Department Contact Person: _____ Phone: _____		
MAJOR	8 - 10%	16 - 20%
County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.*	Consider investigating a finding of proposer non-responsibility**	Consider investigating a finding of proposer non-responsibility**
SIGNIFICANT	4 - 7%	8 - 14%
County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.*		Consider investigating a finding of proposer non-responsibility**
MINOR	2 - 3%	4 - 6%
County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.*		
INSIGNIFICANT	0 - 1%	1 - 2%
County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.*		
NONE	0	N/A
County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.*		

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

** **County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non-responsibility which are not limited to the above situations.**

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

Page 364 of 2

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://oag.ca.gov/> contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://oag.ca.gov/charities/laws>

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.calnonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

- A. This chapter shall not apply to the following contracts:
 1. Chief Executive Office delegated authority agreements under \$50,000;

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
 3. A purchase made through a state or federal contract;
 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
 7. Program agreements that utilize Board of Supervisors' discretionary funds;
 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
 9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
 10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
 11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
 12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
 13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
 14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION
Chapter 2.206
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.070 Enforcement and remedies.

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
 - 1. Recommend to the Board of Supervisors the termination of the contract; and/or,
 - 2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
 - 3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)