



**COUNTY OF LOS ANGELES
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES**

WORKFORCE INVESTMENT ACT TITLE I ADULT & DISLOCATED WORKER

VETERAN'S PROGRAM

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WORKFORCE INVESTMENT ACT
TITLE I ADULT AND DISLOCATED WORKER VETERAN-FOCUSED SECTOR
SATELLITE SITE
APPENDIX B-2: STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 Introduction

- 1.1.1 As further detailed in subsequent sections herein, this Statement of Work (SOW) defines the minimum required tasks for the provision of services to Adults ages 18 and over in the Workforce Investment Act (WIA) Title I Adult and Dislocated Worker Veteran’s Programs (Program services). Contractor is obligated to provide the services defined herein at a County Veteran – Focused Satellite site. County has established a cost-reimbursement/performance based agreement with Contractor for services provided.
- 1.1.2 On November 7, 2002, the Jobs for Veterans Act (JVA), PL 107-288, was signed into law which requires that there be a Priority of Service, as described further herein, for veterans and eligible spouses in any workforce preparation, development, or delivery program or service directly funded in whole or in part, by the U.S. Department of Labor (38 U.S.C 4215). TEGL 10-09 includes guidance for implementation of Priority of Service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by the Department of Labor.
- 1.1.3 The Priority of Service regulations, codified at 20 CFR 1010, were issued December 19, 2008 and require qualified job training programs to implement Priority of Service for veterans and eligible spouses, effective January 19, 2009.
- 1.1.4 The Employment and Training Administration (ETA) and the Veterans’ Employment and Training Service (VETS) issued guidance regarding implementation of Priority of Service on November 10, 2009, through Training and Guidance Letter (TEGL) 10-09 and Veterans’ Program Letter (VPL) No. 07-09. That guidance details the requirements of State Workforce Agencies (SWAs), local WIBs, and One-Stop Career Centers in providing Priority of Service to veterans and eligible spouses,
- 1.1.5 Contractor shall develop and maintain relationships that will enhance the delivery of services for Participants through a network of Collaborative Partners, as defined in *Appendix Q, Glossary of Terms*. The Collaborative Partners shall include but not be limited to the partners described in *Sections 1.3 (Mandated Partners), and 1.4 (Additional Partners)*.
 - 1.1.51 Contractor shall maintain Memorandum of Understanding (MOUs) and Resource Sharing Agreements (RSAs) that reflect

and describe the financial or non-financial agreement between Mandated Partners, including the roles and type of contribution, per Los Angeles County Directive (*LACOD*) 12-23 *Instructions for Revisions to Operational Memorandum of Understanding and Resource Sharing Agreement*.

<http://www.worksourcecalifornia.com/information/pdf/LACOD%2012-23.pdf>

- 1.1.5.2 Contractor shall ensure that only Mandated Partners as described in *Section 1.3 Mandated Partners* complete the MOU and RSA as indicated in *Section 1.1.11.1*.
- 1.15.3 The Collaborative Partners shall meet as needed but at least on a quarterly basis to ensure the enhanced delivery of Program services.
- 1.1.6 Contractor shall assume administrative responsibilities for the day-to-day operation of the Veteran Satellite, which includes, but is not limited to: securing the resources and personnel necessary to ensure effective program performance; performing annual fiscal reviews and programmatic audits.
- 1.1.7 Contractor shall ensure that personnel responsible for accounting or fiscal work hereunder have the demonstrated ability to understand standard accounting principles, which include, but are not limited to: cost allocation plans, Generally Accepted Accounting Principles (GAAP), County fiscal policy, and WIA regulations including but not limited to accrual reporting, applicable Office of Management Budget (OMB) regulations and related fiscal materials.
- 1.1.8 Contractor shall comply with all applicable Federal, State and County policies and regulations including, but not limited to: informational bulletins, directives, and site visit reports.
- 1.1.9 Contractor shall be ready to enroll and provide services to additional eligible Participants as required by County.
- 1.2 Service Sites throughout the County**
 - 1.2.1 Contractor shall provide WIA Core Services to all Participants regardless of what area in which a participant resides. Intensive and Training services are limited to Participants residing in the Los Angeles County. Any exceptions need prior written approval by County.
 - 1.2.2 Contractor shall provide a safe, comfortable, friendly environment where Participants and professional staff can interact;
 - 1.2.3 Contractor shall be accessible by public transportation, provide a safe environment, and meet the full requirements set forth by the American with Disabilities Act of 1990 (ADA);
 - 1.2.4 Contractor shall provide access to working computers and other appropriate educational resources;
 - 1.2.5 Contractor shall be easily accessible to the Participants served and employers; and

- 1.2.6 Contractor shall maintain acceptable standard hours of operation, which shall be in conjunction with County's, operational hours, days and holidays, and/or as directed by County.

1.3 Mandated Partners

- 1.3.1 Contractor shall establish sector-focused partnerships in accordance with WIA Section 121(b)(1) to increase the capacity of career technical education and access to career pathway programs in high demand industries and with the following entities as required partners in the local One-Stop systems:
 - 1.3.1.1 Programs authorized under title I of WIA, serving: (i) Adults; (ii) Dislocated Workers; (iii) Youth; (iv) Job Corps; (v) Native American programs; (vi) Migrant and seasonal farmworker programs; and (vii) Veterans' workforce programs; (WIA sec. 121(b)(1)(B)(i));
 - 1.3.1.2 Programs authorized under the Wagner-Peyser Act (29 USC 49 *et seq.*); (WIA sec. 121(b)(1)(B)(ii));
 - 1.3.1.3 Adult education and literacy activities authorized under Title II of WIA; (WIA sec. 121(b)(1)(B)(iii));
 - 1.3.1.4 Programs authorized under parts A and B of title I of the Rehabilitation Act (29 USC 720 *et seq.*); (WIA sec. 121(b)(1)(B)(iv));
 - 1.3.1.5 Welfare-to-work programs authorized under sec. 403(a)(5) of the Social Security Act (42 USC 603(a)(5) *et seq.*); (WIA sec. 121(b)(1)(B)(v));
 - 1.3.1.6 Senior community service employment activities authorized under Title V of the Older Americans Act of 1965 (42 USC 3056 *et seq.*); (WIA sec. 121(b)(1)(B)(vi));
 - 1.3.1.7 Postsecondary vocational education activities under the Carl D. Perkins Vocational and Applied Technology Education Act (20 USC 2301 *et seq.*); (WIA sec. 121(b)(1)(B)(vii));
 - 1.3.1.8 Trade Adjustment Assistance and NAFTA Transitional Adjustment Assistance activities authorized under chapter 2 of title II of the Trade Act of 1974 (19 USC 2271 *et seq.*); (WIA sec. 121(b)(1)(B)(viii));
 - 1.3.1.9 Activities for local veterans' employment representatives and disabled veterans outreach programs); (38 USC 4100 *et seq.*) (WIA sec. 121(b)(1)(B)(ix));
 - 1.3.1.10 Employment and training activities carried out under the Community Services Block Grant (42 USC 9901 *et seq.*); (WIA sec. 121(b)(1)(B)(x));
 - 1.3.1.11 Employment and training activities carried out by the Department of Housing and Urban Development; (WIA sec. 121(b)(1)(B)(xi)); and

1.3.1.12 Programs authorized under State unemployment compensation laws (in accordance with applicable federal law); (WIA sec. 121(b)(1)(B)(xii).)

1.3.2 Contractor shall ensure that its Veterans Satellite grants access to Program services provided by the mandated partners described in *Section 1.3 Mandated Partners* and in *Section 1.4 Additional Partners*

1.4 **Additional Partners**

1.4.1 Contractor shall also establish sector-focused partnerships with additional agencies to provide Veteran’s Program Participants with access to resources and referrals beyond the scope of the WIA program and to further increase the capacity of career technical education and access to career pathway programs in high demand industries. Additional Partners may include, but are not limited to:

1.4.1.1 TANF programs authorized under part A of title IV of the Social Security Act (42 USC 601 *et seq.*);

1.4.1.2 Employment and training programs authorized under section 6(d)(4) of the Food Stamp Act of 1977 (7 USC 2015(d)(4));

1.4.1.3 Work programs authorized under Section 6 (o) of the Food Stamp Act of 1977 (7 USC 2015(o));

1.4.1.4 Programs authorized under the National and Community Service Act of 1990 (42 USC 12501 *et seq.*); and

1.4.1.5 Small business development centers as required by Senate Bill 293 (Chapter 630, Statute of 2006);

1.4.1.6 Other appropriate federal, State or local programs, including programs related to transportation and housing, programs in the private sector, business partners, community colleges, pre-apprenticeship and apprenticeship programs approved by the California Department of Industrial Relationships Division of Apprenticeship Standards, other Los Angeles County departments, community-based organizations, faith-based organizations, industry associations, and mental health providers; and

1.4.1.7 Contractor shall work with other County-funded AJCC sites to ensure Participants receive needed referrals for service to augment Veteran’s Program services.

1.5 **Senate Bill (SB) 734 Training Requirement**

Mandatory Training Expenditure Requirement

1.5.1 At Contract inception, County shall separately allocate to Contractor 25% of County’s WIA Adult and Dislocated Worker allocation for training. In FY 16-17, County will set aside 30% of its WIA Adult and Dislocated Worker allocation for training. Training funds for the Veteran’s Program derive from the WIA Adult and Dislocated Worker Program.

- 1.5.2 Contractor shall provide allowable WIA Training activities in accordance to the Los Angeles County Directive (*LACOD*) 12-6 *WIA Training Expenditure and Financial Reporting Requirements*, which can be accessed at <http://worksourcecalifornia.com/information/pdf/WIA%20training%20expenditure.PDF>.
- 1.5.2 Contractor shall only be reimbursed for those activities that meet the definition of training as referenced in *LACOD* 12-6 *WIA Training Expenditure and Financial Reporting Requirements*.
- 1.5.3 Contractor shall ensure that a minimum of 50% of the training funds be used for training in approved high-growth sectors as stated below, in *Section 1.6.2*.
- 1.5.3 Contractor shall maintain appropriate records that are auditable and verifiable to receive credit for the training expenditure and the leverage claim if any in accordance to *LACOD* 12-6 *WIA Training Expenditure and Financial Reporting Requirements*. Additionally, all documentation shall be held in accordance with the Record Retention requirements outlined in the *Contract Paragraph 8.38, Record Retention and Inspection/Audit Settlement*.
- 1.6 Adherence to High-Performance Local Board Standards**
- 1.6.1 Contractor shall ensure that the program design to deliver WIA serves as described in *Section 2.0 Specific Tasks* is innovative, consistent and aligns with the requirements of SB 698 and *California's Strategic Workforce Development Plan 2013-2017* along with the requirements of *Section 1.5 Mandated Training Expenditure as Required by (LACOD) 12-6 WIA Training Expenditure and Financial Reporting Requirements, Section 1.3 Mandated Partners and Section 1.4 Additional Partners*.
- 1.6.2 Contractor shall ensure the program design gives priority to the workforce needs of the following LACWIB high demand sectors:
- Healthcare
 - Construction
 - Hospitality and Tourism
 - Energy and other Green Jobs
 - Bio Med/Bio Technology
 - Transportation and Logistics
 - Finance
- 1.6.3 Contractor shall develop an innovative program design that promotes a single system of service and provides Veteran's Participants with opportunities to obtain industry-recognized certificates, credentials and degrees in high-demand, high-growth sectors that support *Section 1.6 Adherence to High-Performance Local Board Standards*.

- 1.6.4 Contractor shall ensure that the program design is adaptable to support LACWIB guidelines and in meeting the fluid demands of *California's Strategic Workforce Development Plan 2013-2017*.

1.7 Resource Leveraging

- 1.7.1 Contractor shall leverage 10% of its resources, each year of the Contract, to increase the amount of services provided to Veteran's Participants and broaden the impact of the Program itself.
- 1.7.2 Leveraged resources can include cash, as well as a wide range of in-kind benefits from personnel, volunteers, facilities and materials, including direct Participant costs paid from other public and private resources. . Public resources can include co-enrollment in other federal funded programs, private grants, paid internships, supervisor hours, public education instructional services, donated materials, etc.
- 1.7.3 The following resources may be leveraged and applied as part of the 10% requirement:
- Federal Pell Grants established under the Title IV of the Higher Education Act of 1965
 - Public programs authorized by WIA (e.g. Job Corps, Migrant Seasonal Farm Worker, Rapid Response, WIA Title II Adult Education and Literacy, national and state WIA discretionary grants, etc.)
 - Trade Adjustment Assistance
 - DOL National Emergency Grants
 - Match funds from employers, industry, and industry associations (including the employer paid portion of On-the-Job Training)
 - Match funds from joint labor-management trusts
 - Employment Training Panel grants

2.0 SPECIFIC TASKS

2.1 Veteran Program Registration and Eligibility Determination

- 2.1.1 A Veteran who is eligible and who is entitled to receive service is a person who has served at least one day in the active military, naval, or air service, and who was discharged or released from service under any condition other than a condition classified as dishonorable.
- 2.1.2 The eligible Veteran described in section 2.1 includes Reserve units and National Guard units activated for federal service.
- 2.1.3 Eligibility for the Veterans Program will be verified through a veteran's Certificate of Release or Discharge from Active Duty (DD-214).

2.1.4 An “eligible spouse” a spouse of any of the following:

- 2.1.4.1 A spouse of any veteran who died of a service-connected disability;
- 2.1.4.2 A spouse of any member of the Armed Forces serving on active duty who, at the time of application for the priority, is listed in one or more of the following categories and has been so listed for a total of more than 90 days;
- 2.1.4.3 Missing in action;
- 2.1.4.4 Captured in the line of duty by hostile force; or
- 2.1.4.5 Forcibly detained or interned in the line of duty by a foreign government or power.

2.1.5 A spouse of any Veteran who has a total disability resulting from a Service-connected disability, as evaluated by the Department of Veterans Affairs; or

2.1.6 A spouse of any Veteran who died while a disability was in existence.

2.1.7 Contractor shall ***prioritize*** Program services to the following Veteran categories:

2.1.7.1 Recently separated veterans who are in need of support to enter the civilian workforce for the first time, including veterans who need assistance in transferring their skills, experience, and credentials to the civilian job market;

2.1.7.2 Veterans who have been back in the civilian workforce for some time and may be experiencing unemployment as a result of the economic downturn;

2.1.7.3 Veterans who have had long periods of unemployment and may require additional support due to homelessness, disabilities or other barriers to employment; and

2.1.7.4 Low income veterans and low-income eligible spouses.

2.1.8 Contractor shall maintain proper eligibility documentation and case files in accordance with *Section 2.4 and Section 2.5* to substantiate the tiered services approach and that eligibility for services are met. Additionally, all documentation shall be held in accordance with the Record Retention requirements outlined in the *Contract Paragraph 8.38, Record Retention and Inspection/Audit Settlement*

2.1.8.1 Contractor shall ensure that participant case files reflect the distinction between general program eligibility and eligibility for Program services as defined in *Section 2.1*. Contractor acknowledges that general program eligibility includes federally imposed criteria including Right-to-Work requirements, Selective Service registration, age, and targeted populations, whereas, eligibility for Program services is related to determinations about

Participants' needs for and abilities to benefit from Veteran's Program services.

2.1.8.2 Contractor shall ensure that Participant case files must contain documentation of the need determinations for staff-assisted Core, Intensive and Training Services in accordance with *section 2.1 Veteran Program Registration and Eligibility Determination*.

2.1.8.2.1 Contractor shall maintain hard copy and electronic case files unless otherwise stipulated by the County. [see Title 20 Code of Federal Regulations (CFR) Section 663.160(b) and 663.240(b)]

2.1.8.3 Contractor shall use the applicable client forms as made available by or through the County and/or EDD.

2.2 Point of Entry and Initial Services

2.2.1 Contractor shall have processes in place at the point of entry to the system to pre-screen veterans and eligible spouses of veteran's. The Veteran's Satellite will only register eligible Veterans and eligible spouses of Veterans

2.2.2 Contractor shall initiate verification of Veteran status when a Veteran or eligible spouse accesses services.

2.2.3 Contractor must develop and prominently display signs that clearly describe provision of services to eligible Veteran and eligible spouses of Veteran's only.

2.2.5 Contractor must have a process in place for referral of non-eligible applicants to the nearest County-funded America's Job Center of California (AJCC). Contractor shall not duplicate or supplant services traditionally funded by the Wagner-Peyser Act with WIA-funded ADW services.

2.3 Integration of Priority of Service

2.3.1 Contractor shall establish a priority of services to align with the Los Angeles County Board of Supervisors and Los Angeles County Workforce Investment Board's (LACWIB) priority of services for the general job seeker community, at-risk populations and under-represented groups, including Veterans, mature workers, American Indians, foster youth, probation youth, displaced workers, individuals with disabilities, Limited English Proficient, Temporary Aid to Needy Families (TANF/CaWORKs), and other under-represented populations.

2.3.1.1 Contractor shall ensure that 30% of Veteran's program enrollments are comprised of the priority populations, as listed in Section 2.3.1.1.

- 2.3.2. Contractor shall coordinate access to all resources available through the County-funded AJCC network of Collaborative Partners, including both Mandated and Additional Partners as further expanded upon below in *Sections 1.3 and 1.4.*

2.4 Assessment and Testing

- 2.4.1 Contractor shall provide eligible Veterans, also referred to herein as Participants, with an initial assessment that will guide and substantiate the need and the potential benefit of Program services as described in *Section 2.5, WIA Veteran Program Services.* This process is intended to pre-screen Participants strengths, transferable skills, interests, and job readiness.
- 2.4.2 Contractor shall utilize assessment and testing tools to ensure that Participants receive the services they need to be successful.
- 2.4.3 Contractor shall utilize results of the assessments to ensure that Participants receive priority in accessing training that is determined necessary by staff.
- 2.4.4 Contractor shall initiate verification of Veteran status when a Participant undergoes eligibility determination for enrollment.
- 2.4.5 If a Participant, at the point of eligibility determination and enrollment, does not have documentation verifying his/her eligibility for Priority of Service, he/she is to be afforded access on a priority basis to all services provided by program staff (including intensive services) while awaiting verification.

2.5 Core, Intensive, and Training Services

- 2.5.1 Contractor shall provide comprehensive workforce services and outcome-driven performance with an emphasis on training and unsubsidized employment activities that support a Participant's IEP as defined in *Section 2.5.3*
- 2.5.2 Contractor shall put in place procedures that allow veterans and eligible spouses to receive Priority of Service at all stages of Core, Intensive and Training services as provided in this Contract.
- 2.5.3 Contractor shall offer training, which may include:
- Occupational skills training
 - On-the job training
 - Job readiness training
 - Adult education and literacy
 - Employer customized training
 - Programs that combine workplace training with related instruction

- Training programs operated by the private sector
- Skill upgrading and retaining
- Entrepreneurial Training

2.6 Job Search Workshops

2.6.1 Contractor shall consider developing job search workshops that are specific to the needs of Participants. These workshops may be held in conjunction with the Transition Assistance Program (TAP) employment workshop sessions or in conjunction with orientations offered by Local Veterans' Employment Representative (LVER)/Disabled Veterans' Outreach Program (DVOP) staff.

2.7 Training and Employment

2.7.1 Contractor's main goal is assisting Veterans to obtain training and employment.

2.8 Business Service Units

2.8.1 Contractor staff must review and update current employer outreach strategies to ensure that veterans and eligible spouses are integrated into the service delivery strategies. Some suggestions for providing Priority of Service when working with employers include:

- Coordinating the employer outreach and job development activities undertaken by business service units with the related responsibilities of Local Veterans' Employment Representative (LVER) staff;
- "Flagging" of federal job opportunities, in order to guide veterans to these listings;
- Use of "veteran-only" electronic employment resources;
- Identifying employers who are interested in hiring Veterans;
- Identifying federal contractors required by the Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) to provide hiring preference to Veterans and promote the hiring of Veterans;
- Inviting employers to workshops that promote the benefits of hiring Veterans;
- Working with industry sectors that include occupations that crosswalk well to military training, education and experience; and

- Promoting job fairs for Veterans and eligible spouses.

2.9 **Making Connections with Military and Civilian Jobs**

2.9.1 Contractor shall work closely with the State of California, Employment Development Department (EDD) and EDD Veteran Specialists to ensure that eligible veterans have access to both Military and Civilian jobs.

2.9.2 Contractor staff shall be familiar and experienced with CalJOBS, “Veterans Only” Job orders, Veterans Employment Coordination Service with the Department of Veterans Affairs (VA), Occupation Translators, and Veteran Preference Points.

2.10 **Recruitment Efforts**

2.10.1 Contractor will establish partnerships with Veterans Affairs in the recruitment of veterans for the program.

2.10.2 Contractor staff will work closely with the Veteran Affairs Case Managers to recruit veterans that need additional assistance for job placement and retention.

2.10.3 Contractor shall outreach to other community-based organizations that serve veterans, such as the U.S. VETS and Department of Military and Veterans Affairs (DMVA) to offer veterans assistance in employment and training, benefits assistance, counseling assistance and other veteran-based programs.

2.11 **Subcontracting**

2.11.1 Should Contractor procure subcontractors, Contractor shall ensure the timely execution of sub-contractors agreements that meet Federal, State and County procurement requirements. It is expected that sub-contracts will be executed within 30 days of contract execution between Contractor and County. Contractor agrees the requirements of this Statement of Work may not be subcontracted by Contractor **without the advance written approval of County**. Any attempt to subcontract without the prior written consent of County may be deemed a material breach of the Contract. Any Subcontractors, which may be approved, shall be limited to those with their principle place of business located in Los Angeles County only.

2.11.2 Contractor shall pay subcontractor for services with 10 days of receipt of subcontractor invoice, or request for payment.

2.11.3 Contractor may enter into subcontracts for services under this Program. All representations and warranties shall inure to the benefit of the County.

2.12 **Workforce Services Tracking and Reporting**

2.12.1 Contractor shall comply with the following reporting requirements:

2.12.1.1 **Fiscal Monthly Invoice:** A separate Cash Request Form (CRF), also referred to as “invoice”, must be completed and submitted for each Program service. Contractors must e-mail the CRF to County's Fiscal Management Division (FMD) at: FMDFinancialReports@css.lacounty.gov. At minimum, one (1) CRF must be completed and submitted for each Program service.

2.12.1.2 All CRFs and additional reporting forms (including Accruals Reports, Detailed Expenditure Reports (DER), etc.), are due by 5:00 p.m. on the 10th of the month, following the month in which expenditures occurred. For example, the Reporting forms for July 2014 must be submitted by 5:00 p.m. on August 10, 2014.

2.12.1.3 Pursuant to *LACOD 10-01 Cash Management Policy Supplement (#1)*, Contractor are required to adhere to the policies and procedures regarding reporting submission of monthly invoice forms. Additionally, all documentation shall be held in accordance with the Record Retention requirements outlined in the *Contract Paragraph 8.38, Record Retention and Inspection/Audit Settlement*.

2.12.2 **Participant Reporting Requirements:** Participant data information must be reported to the State in the MIS system no later than 5 days after the date of participant activity. Contractor shall ensure the timely submission of participant data as described in *Section 6.2*.

2.13 Performance Measures and Standards/Goals

2.13.1 Contractor shall be held to a performance-driven system. As a result, Contractor will enter into performance based/cost reimbursement contracts. Reimbursement for FY 14-15 will be solely based on a Cost Reimbursement payment. Subsequent year payment reimbursement method may be modified at the direction of County.

2.13.2 Contractor shall adhere to performance measure payment requirements pursuant to *Appendix N-2* to this RFP *Veteran's Program Cumulative Performance and Financial Goals*.

2.13.3 Contractor shall enroll a minimum of 381 Adult and 264 Dislocated Worker Veteran Participants.

2.13.4 Contractor acknowledges that performance measures may change on a year-to-year basis at the direction of County.

2.13.5 Contractor also acknowledges that at the start of each Program Year (PY) performance standards or goals are set by the Department of Labor (DOL) Common Measures and LACWIB Contract Performance, which Contractor are required to meet. To evaluate the on-going performance of WIA programs, Contractor will be required to participate in mandatory quarterly WIA Striving for Total Accountability and Total Success (WIASTATS) meetings. WIASTATS shall be a forum to review and discuss how Contractor and system are performing according to DOL

performance measures, as well as, additional performance measures derived by County, the LACWIB, and/or the department. WIASTATS shall also provide a venue to discuss and resolve programmatic issues as evidenced through data analysis and proven industry best practices.

2.13.5.1 Contractor Executive Director (ED), or equivalent, is required to attend WIASTATS. The ED may elect to send his/her backup when necessary.

2.13.6 Contractor must meet or exceed the measures for the Veteran's Program in *Appendix N-2* to the RFP, *Veteran's Program Cumulative Performance and Financial Goals*. Those Contractors who do not meet the measures for the WIA RR Program shall be held to Section 2.13.8 below.

Note: All County WIA Program Directives may be accessed at:

www.WorksourceCalifornia.com

2.13.7 Contractor shall acknowledge that the DOL Common Performance Measures are calculated at the end of the PY. These measures include program data from multiple Program Years as they are used by the federal government to evaluate the efficacy of the WIA Program. The WIA ADW program performance is measured by the PY that begins on July 1st and ends on June 30th. The Veteran's Program Performance Measures gauge six (6) key indicators:

- 1) Enrollments
- 2) Exits from program: (Training and Unsubsidized Employment)
- 3) Entered employment rate
- 4) Retention Rate
- 5) Average earnings
- 6) 50% of training funds must be spent on high growth sectors

2.13.7.1 In addition to the above WIA ADW Program Performance measures, the following data will also be tracked for possible performance measurement in the future.

- 1) Transitions to post-secondary education, training or employment, reducing time in remediation activities;
- 2) Entries into career pathway programs in demand industries; and
- 3) Completion of education/training programs in demand industries/occupations by underprepared job seekers/dislocated workers.

2.13.8 Contractor must be able to measure Participant outcomes by obtaining, tracking, measuring and reporting the performance data of the core indicators for its Participants. DOL, State, or County, in conjunction with the LACWIB and/or the Los Angeles County Board of Supervisors, may

establish additional performance measures that Contractor must be prepared to comply with once the additional measures are promulgated.

2.13.8.1 Contractor shall, at a minimum, be held to the yearly State of California Performance Requirements, regardless of when the State notifies the County of the performance numbers.

2.13.8.2 Contractor' performance will be reviewed/compared to the standards in *Appendix N-2* to the RFP, *Veteran's Program Cumulative Performance and Financial Goals*, on a quarterly basis.

2.13.8.3 At 3/6/9 month review from award of Contract, if Contractor is not satisfactorily progressing, technical assistance will be provided and a Corrective Action Plan (CAP) requested.

2.13.8.4 At 12 months from award of Contract, if annual performance goals are not met, Contractor will be placed on probation in accordance with Section 8.14, County's Quality Assurance Plan, and advised that performance standards/satisfactory progress must be made at the end of 18 months or Contract will not be renewed after the initial 24 month term.

2.13.8.5 At 15 months from award of Contract, if Contractor is not satisfactorily progressing, technical assistance will continue and an additional CAP shall be required.

2.13.8.6 At 18 months from award of Contract, if Contractor performance is not satisfactory County may formally notify the Contractor that the Contract may not be renewed at the end of initial 24 month term.

2.13.8.7 Any Contractor deficiencies that County determines are severe or continuing which may place the performance of this Contract and any amendments hereto in jeopardy if not corrected, may be reported to the County's Board of Supervisors County's Contractor Alert Reporting Database (CARD) System, as further defined in *Appendix A, Contract, Section 4.3*.

2.13.8.8 Any such report as referenced in sub-paragraph 2.13.8.7 above will include improvement/corrective action measures taken by County and the Contractor.

2.13.8.8.1 Notwithstanding the performance requirements and corrective steps specified in sub-paragraphs 2.13.8.1 through 2.13.8.6, above, if improvement does not occur consistently with the corrective action measures, County may terminate this Contract with the Contractor, and/or any amendments in whole or in part, or take other action as specified in the Contract.

2.13.8.9 Contractor acknowledges that satisfactory performance under this Contract during its initial 24-month term does not automatically guarantee any renewal or extended performance and that any such decision to offer a renewal or extension lies

solely with County.

2.14 Branding

- 2.14.1 ***America's Job Center of California (AJCC)*** is the name of the workforce investment system in Los Angeles County. Contractor acknowledge that the America's Job Center of California name and logo are trademarks of the State of California and that the name, acronym, and the logo shall be used in accordance with the guidelines reflected in *Appendix O* to this RFP, *America's Job Center of California Organizational Identity and Style Guide*. More information regarding the America's Job Center organizational identity or branding initiative itself can be found at <http://americasjobcenter.ca.gov/>
- 2.14.2 Contractor operating a Veteran-Focused Satellite shall contain signage that identifies the facility as a Satellite, under the AJCC network, as directed by the County.

2.15 Strategic Planning and Workforce Intelligence/Labor Market Research

- 2.15.1 The Contractor shall use, at a minimum, the following sources to assess the local and regional economy and business workforce needs:
 - 2.15.1.1 U.S. Census Bureau
 - 2.15.1.2 County of Los Angeles Workforce Investment Board 5-Year Strategic Local Workforce Plan 2013-2017
 - 2.15.1.3 Industry and Labor Market Intelligence for Los Angeles County April 2013, Los Angeles Economic Development Corporation (LAEDC)
 - 2.15.1.4 State of California, EDD, Labor Market Information Division
 - 2.15.1.5 State of California Workforce Services Network (CWSN)
 - 2.15.1.6 Business sector surveys conducted by the LAEDC, other economic development corporations, employer-needs, and surveys conducted by the Veteran's site.

2.16 Certification

- 2.16.1 Contractor and the Collaborative Partnership will submit the application for certification under the California Award for Performance Excellence (CAPE) requirements, adopted from the Malcolm-Baldrige National Quality Program.
 - 2.16.1.1 Contractor shall at a minimum, submit a completed CAPE application within 90 days of contract award.
- 2.16.2 Contractor and the Collaborative Partnership will submit the CAPE application for certification at the CAPE Prospector level, at a minimum, and consistent with the CAPE continuous quality improvement standards of Leadership, Strategic Planning, Customer and Market Focus,

Measurement, Analysis and Knowledge Management, Workforce Focus, Process Management, and Business Results.

- 2.16.3 Contractor CAPE application shall exhibit continuous quality improvement standards.
- 2.16.4 Contractor will be subject to an annual evaluation by County for continued certification for recommendation of continued funding to the Los Angeles County Workforce Investment Board. County review shall include, but not be limited to, four areas: Los Angeles County Department of the Auditor-Controller (A-C) Monitoring Report, Contract compliance, financial and programmatic compliance.
- 2.16.5 Contractor will be required to submit a Corrective Action Plan if found deficient in any of the CAPE standards and will be subject to probation, suspension, reduction in funding, or termination for failure to adhere to or successfully complete the certification process described herein.
- 2.16.6 In addition, Contractor, in the event that Contractor does not pass the annual certification evaluation by County, Contractor will be required to submit a Corrective Action Plan and may be subject to probation, suspension, reduction in funding, or termination.

2.17 Facilities and Resources

- 2.17.1 Contractors' resource room shall provide self-directed services and staff-assisted services to all customers and Participants that include, but are not limited to:
 - Meet the physical and program access standards in law, including ADA Title II Accessibility Guidelines (www.ada.gov/2010ADASTandards_index.htm) and Title 24 of the California Building Code (www.bsc.ca.gov/pubs/codeson.aspx).
 - Be accessible by public transportation.
 - Contain a resource room with at least 20 computer stations, or as directed by County, with internet access, phones, printers, fax machines and space for job bulletin boards.
 - Contain at least 2 enclosed or private offices, or as directed by County, in which confidential intake and case management discussions can take place.
 - Contain at least 4 classrooms, or as directed by County, where training can be provided for 30 or more Participants; one of the classrooms must be a computer lab.
 - Contain space for the co-location of collaborators.
 - Contain signage that identifies the facility as a Los Angeles County, WIA funded AJCC or Affiliate, "A proud partner with the American Job Centers of California".

APPENDIX B-2: STATEMENT OF WORK –WIA TITLE I ADULT & DISLOCATED WORKER VETERAN-FOCUSED SATELLITE SITE

- Provide accessible parking spaces for staff and customers, per ADA Accessibility Guidelines 4.1.2(5)(a) in a manner consistent with the City zoning code.
- All site locations must be in full compliance with all federal, State and local fire and life safety, building, and zoning codes.
- Internet access
- Wi-Fi
- California Workforce Services Network (CWSN), or successor program, for client tracking, reporting and participant enrollment
- Automated IEP to document participant plan of services
- Automated assessment tools, such as those listed in *Section 2.1.7*
- Appropriate software and hardware (i.e. computer stations for Participants, including those with disabilities) to be paid for by County
- Software such as Zoom Text, Jaws Pro, Magic Cursor, Dragon Naturally Speaking, WinWay Resume and Resume Wizard
- Access to websites such as Monster, Indeed, CalJobs, Twitter, Facebook, LinkedIn
- Software to assist individuals with disabilities for ADA connectivity
- Assessment tools for initial assessment of customer interests
- Industry and labor market intelligence, such as State EDD Labor Market Information Division, and Los Angeles Economic Development Corporation Reports
- Full Spider (as defined in *Section 6.3.1*)
- Employment service tools – which include AJCC activities such as job search assistance, including career counseling, job placement, internships, job shadowing, and training opportunities that help job seekers find jobs.

2.17.2 Contractor's computer lab shall consist of the following:

- Computer literacy tools
- Online workshops – which are computer based training that allows Participants to receive course instruction without the physical intervention of staff. On-line workshops include activities such as, but not limited to, orientations, eligibility determination, assessments, communication and attitude of world of work concepts, stress and time management, resetting job seeker strategies, job search methods in the current job market, financial literacy, computer literacy and other administrative skills, and labor market information.
- On-line basic skills software to improve reading, writing and mathematics computation
- Area designated for Computer lab shall be in a classroom format.

- On-line Intensive services – activities that allows Participants to receive intensive services without the physical intervention of staff. Intensive services workshops for group counseling and case management, career planning, and pre-vocational services workshops to prepare customer for unsubsidized employment such as, but not limited to, development of learning skills, communication skills, interviewing skills, resume preparation, punctuality, personal maintenance skills, professional conduct, workforce intelligence, employment networking, job coaching and career counseling.

2.12.3 Contractor shall implement the following space requirements within the Veteran Satellite:

2.12.3.1 Area designated to provide staff-assisted services, shall be of adequate size to provide required services. This area shall include on-site partners, at a minimum WIA ADW and Older Youth, EDD Wagner-Peyser Job Services, TAA and Veterans; group format services such as meeting rooms, orientations, and Informational/Transition workshops; staff cubicles and offices.

2.12.3.2 Contractor's site shall meet the requirements in *Section 2.12.1* of this SOW.

3.0 QUALITY ASSURANCE PLAN AND FAILURE TO PERFORM

- 3.1 Contractor shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of this Contract and the terms of the Contract are met. A copy must be provided to the County's Contracts Management Manager (CMM) on the Contract start date and as changes occur. The original QAP and any revisions thereto, shall include, but not be limited to, the following:
- 3.1.1 Methods used to ensure that the quality of service performed fully meet the performance requirements set forth in this *Exhibit A, Statement of Work*. Contractor shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable including a reporting protocol notifying the CMM of any identified performance requirement issues within 24 hours of discovery.
- 3.1.2 Methods for ensuring uninterrupted service to County in the event of a strike by Contractor employees or any other potential disruption in service.
- 3.2 If Contractor performance requirements are not met, the CMM may, in addition to all other remedies available under this Contract, telephone Contractor to alert Contractor of a deficiency; send Contractor a User Complaint Report (UCR), or both. Contractor shall respond to a telephone deficiency complaint within one (1) hour and respond to a UCR within twenty-four (24) hours of receipt.
- 3.3 Contractor shall not utilize any employee or sub-contractor whose work has been deemed deficient and unacceptable by the CMM.
- 3.4 Contractor shall report any staff changes including separations and new hires to the CMM within 3 business days of the occurrence. In addition, for new hires, Contractor shall include a current resume as part of the notification to County.

- 3.5 Quality monitoring methods and activities are to be implemented to assure the stated measureable performance outcomes and specified Contract requirements are met, including qualifications of monitoring staff, samples of monitoring forms and identification of related accountability reporting documents.
- 3.6 Methods and frequency by which the qualifying knowledge, skills, experience, and appropriate licenses and/or credentials of professional staff are properly assured, supervised, and maintained during the life of the Contract.
- 3.7 Methods for identifying, preventing and correcting barriers/deficiencies/problems related to the quality of services provided before the level of performance becomes unacceptable, including quality improvement strategies and interventions.
- 3.8 A record of all inspections conducted by Contractor any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. Contractor shall maintain all records consistent with *Contract, Paragraph 8.38, Record Retention and Inspection/Audit Settlement*, and shall make them available for audit, assessment, or inspection by authorized representatives of County, or designee.

4.0 CONTRACTOR STAFF

- 4.1 Contractors must provide satisfactory evidence that its staffing is adequate to meet the objectives of the proposed program. Specifically, Proposer must have (or will have by date of Contract award) a Primary Contract Manager with a minimum of five (5) years of experience managing social or community services providing government contracts who will be assigned to the Veterans Program.
 - 4.2.1 Qualifications for Contractor staff include a Bachelor of Art or graduate degree, or three (3) to five (5) years' experience in sales or positions requiring interpersonal skills, motivational skills and critical thinking.
 - 4.2.2 Contractors' staff will attend capacity building and professionalization training as required by County.
 - 4.2.3 Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum staff set forth in the Staffing Plan provided in the Budget Narrative, submitted as part of the proposal package, as well as any other applicable staffing requirements established by County for the Contractor necessary to provide services hereunder. Such personnel shall meet all qualifications in this Contract, as well as those provided by County through Contract Amendments, Administrative Directives and Program Policy Memorandums.
 - 4.2.4 Contractor shall ensure that staff is available to all Participants, potential Participants, referral sources, as well as to County. Contractor shall maintain acceptable standard hours of operation, which shall be in conjunction with County's operational hours, days and holidays, and/or at the direction of County. Contractor's office shall be open a minimum of eight (8) hours per day between the hours of 8:00 a.m. to 5:00 p.m. The Contractor shall also ensure that live telephone contact with Contractor's

staff is available to Participants, as well as County, during the Contractor's hours of operation. Contractor shall also ensure that each Contractor's site has a telephone answering machine or voice mail system in place during off-business hours. Contractor's staff shall check and respond to all messages within twenty-four (24) hours.

4.2.5 Contractor shall always have an employee with the authority to act on behalf of Contractor's available during work hours.

4.2.6 Contractor must retain satisfactory evidence on file that its staffing is adequate to meet the objectives of the Program. All staffing documents shall be held in accordance with the Record Retention requirements outlined in the Veteran's Program *Contract Paragraph 8.38, Record Retention and Inspection/Audit Settlement*.

4.3 **Accounting Staff** - Contractor's staff shall include at a minimum one full-time accounting staff person.

4.3.1 Responsibilities: The accounting staff will be responsible for all fiscal matters related to the Program.

4.3.2 Minimum Education, Experience and Qualifications:

4.3.2.1 Ability to speak/read/understand English fluently;

4.3.2.2 Bachelor's degree from an accredited university in Accounting or Business Finance;

4.3.2.3 **-AND-**one year of accounting experience at a level distinguished by the responsibility for performing the fiscal functions relating to Federal grants management.

4.3.2.4 Ability and experience in reporting accruals;

4.3.2.5 Ability and experience in the development of cost allocation plans;

4.3.2.6 Ability and experience interpreting and executing the accounting, fiscal, and policy requirements and directives required to properly execute WIA Title I Veteran's Program services, including, but not limited to: Office of Management and Budget regulations (OMBs), Generally Accepted Accounting Principles (GAAP), applicable Code of Federal Regulations (CFRs) sections, and Generally Accepted Government Auditing Standards (GAGAS);

4.3.2.7 Ability and experience interpreting County fiscal policies, local LACWIB policies and Directives, and WIA regulations.

4.4 Contractor's staff shall include one full-time Center Manager.

4.4.1 Center Manager is responsible for the day-to-day operations of the Veteran's Satellite. Primary responsibilities include:

4.4.1.1 Ensuring services are provided in accordance with this SOW.

4.4.1.2 Supervision of co-located staff from Mandated and Additional Partners.

- 4.4.1.3 Development of operating procedures.
- 4.4.1.4 Ensure appropriate levels of staffing within the Veteran's Satellite.
- 4.4.1.5 Document on-site time and attendance as agreed upon by the Leadership Team between the Mandatory and Additional Partners.
- 4.4.1.6 Conduct weekly staff meetings.
- 4.4.1.7 Ensure delivery of staff training.
- 4.4.1.8 Ensure site meets outcome/performance goals.

4.5 MULTILINGUAL CAPABILITIES OF CONTRACTOR'S STAFF

- 4.5.1 Contractor must seek to provide services in the primary/native language of the Participants, with limited or no English speaking capabilities, to better serve the communities served by Contractor in accordance with EDD directive WIAD04-20. Contractor shall make efforts to employ employees and recruit volunteers who are bilingual or who are fluent in the dominant languages of the community. Contractor shall not require any Participants to provide his/her own interpreter.
- 4.5.2 Contractor shall utilize translation services, such as AT&T's Language Line, when assistance in another language is needed, and no onsite staff speaks that language.[as with all parts, just want to again remind to see comments in other SOWs, especially RR SOW for this]
- 4.5.2 Contractor must be committed and sensitive to the delivery of services that are culturally and linguistically appropriate. To that end, Contractor must seek to hire qualified staff that is multilingual and/or multicultural to better reflect the communities served by Contractor. In addition, Contractor and its employees, including volunteers, are expected to develop cultural competency and cross-cultural clinical practice skills. Contractor must also develop effective linkages with various ethnic, health and social service agencies for the benefit of the Program to reflect the ethnic and cultural needs of the community being served.

4.6 USE OF VOLUNTEER SERVICES

Volunteers may be recruited, trained and used by Contractor to expand the provision of Veteran's Program services. Volunteers must be appropriately qualified for the responsibilities Contractor intends to assign them to prior to beginning those responsibilities. Volunteers shall be solely the responsibility of the Contractor, and shall report to the Center Manager, or equivalent position, or another employee of Contractor as designated by the Center Manager. Where possible, Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or Participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in a community service setting.

5.0 FISCAL REQUIREMENTS

5.1 Contractor's Indirect Costs

5.1.1 Indirect Costs are those costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective. Examples of Indirect Costs include, but are not limited to: salaries, employee benefits, supplies and other costs related to general administration of the organization and salaries and expenses of executive officers, personnel administration and accounting.

5.1.2 If Contractor requests payment for Indirect Costs, Contractor shall retain on file an approved Indirect Cost Rate or a Cost Allocation Plan, as defined in *Section 5.3* below, documenting the methodology used to determine Indirect Costs. Such records shall be maintained in accordance with record retention policies outlined in *Contract, Paragraph 8.38, Record Retention and Inspection/Audit Settlement*.

5.2 Cost Allocation Plan

5.2.1 Contractor shall submit an annual organization-wide Cost Allocation Plan pursuant to the requirements outlined herein. The Cost Allocation Plan shall be prepared in accordance with County instructions and applicable OMB Circulars, as well as any other applicable federal, State or County laws or regulations, and, at a minimum shall include the following:

5.2.1.1 Contractor's general accounting policies, including:

5.2.1.1.1 Basis of accounting

5.2.1.1.2 Fiscal year

5.2.1.1.3 Method for allocating Indirect Costs (e.g., simplified, direct, multiple, negotiated rate, etc.)

5.2.1.2 Contractor's Authorized Representative as defined in Contract, Exhibit J - Definitions) shall sign the Cost Allocation Plan, certifying the accuracy of the Plan.

5.2.1.3 Indirect Cost Rate Allocation Base

5.2.1.3.1 The Contractor's Direct and Indirect Costs (by category) and describing the cost allocation methodology for each category.

5.2.1.3.2 The Contractor's Cost Allocation Plan shall support the distribution of any joint costs with other funding sources related to the tasks and activities of this Contract. All costs included in the Cost Allocation Plan will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Contractor acknowledges that budget allocations are not adequate documentation.

5.2.1.4 Contractor shall submit a Cost Allocation Plan to County's Contract Manager, identified by Fiscal Year, as follows:

- 5.2.1.4.1 Contractor shall submit the Cost Allocation Plan within sixty (60) days of execution of this Contract. County has developed a sample Cost Allocation Plan; Contractor may request a copy thereof upon providing a written request to County's Contract Manager.
- 5.2.1.4.2 Annually, Contractor shall also submit a new Cost Allocation Plan to County's Contract Manager for review and approval within sixty (60) days of the start of each Fiscal Year.
- 5.2.1.5 The Cost Allocation Plan shall be subject to review and approval by County.
- 5.2.1.6 County will test Contractors' Cost Allocation Plan during the normal course of monitoring to ensure Contractors' compliance with this Contract and OMB Circular requirements (OMB Circular A-87). Contractors' failure to comply may result in suspension of payment, suspension of the Contract, termination of the Contract or other remedies as determined by County under this Contract or at law.
- 5.2.1.7 Pursuant to record retention policies outlined *Contract, Paragraph 8.38, Record Retention and Inspection/Audit Settlement*), Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs associated with all Work under this Contract.

5.3 Program Income Statement Report

- 5.3.1 Program Income: Contract, Exhibit J, Definitions includes, but is not limited to:
 - 5.3.1.1 Income received by Contractor or sub-Contractor directly generated by a grant support activity, or earned only as a result of the grant agreement during the grant period (*WSD12-3*);
 - 5.3.1.2 Income from usage or rental fees of real or personal property acquired with Contract Funds;
 - 5.3.1.3 Interest income earned on funds received under WIA is included.
- 5.3.2 Contractor shall adhere to the Program Income requirements outlined in the applicable OMB Circulars and CFR that pertain to Contractor organization (i.e., OMB Circular A-102, OMB Circular A-110 (2 CFR Part 215), 29 CFR Part 95, or 29 CFR Part 97) and applicable County directives.
 - 5.3.2.1 The use of Program Income requires prior written approval from County's Contract Manager.
 - 5.3.2.2 Contractor shall prepare an annual Program Income Statement Report ("Report") on Contract revenues versus expenditures, to

identify the amount of Program Income. The Report shall be amended by Contractor if adjustments are required due to any new information received after the filing of the Report.

5.3.2.3 The Report shall be submitted along with the Closeout Report in the form, manner and timeline as designated by County.

5.4 Plan for Disposition of Program Income

5.4.1 If Contractors' Program Income Statement Report identifies Program Income, Contractor shall prepare and submit a Plan for Disposition of Program Income ("Plan"). The Plan shall be completed and submitted in the form and manner as designated by County within thirty (30) days after the Program Income Statement Report, as specified in 5.3, is due

5.4.1.1 The Plan shall be reviewed by County for final approval. The Plan shall be amended by Contractor as soon as possible if the Program Income Statement Report is amended.

5.4.1.2 Program Income shall be spent on line items identified by Contractor in the Plan (upon County's approval of the Plan).

5.4.2 Final Report on Disposition of Program Income

5.4.2.1 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, Contractor must submit a Final Report on Disposition of Program Income ("Final Report") to County in the form and manner designated by County.

5.4.2.2 If the Final Report is not submitted on the scheduled date, County, in its sole discretion, shall extend the completion date, renegotiate the Plan for Disposition of Program Income, recapture the balance of the unexpended Program Income, or pursue any other remedies available to County under this Contract.

5.5 Program Refunds and Rebates

Contractor shall abide by the following:

5.5.1 Any refunds or rebates to this program made during the period of performance of this Contract shall abate expenditures and not be retained by Contractor for other purposes.

5.5.1.1 Examples of refunds and rebates include but are not limited to:

- 1) Refunds for workers compensation payments,
- 2) Vendor rebates, and
- 3) Receipts from sale of property for which the County does not hold title.

5.5.2 Any refunds or rebates related to this program made after submission of the final report must be remitted to the County.

Checks should be sent to:

Community and Senior Services-Financial Management Division
Fiscal Officer II

3175 West 6th Street
Los Angeles, CA, 90020

- 5.6 Contractor shall adhere to single audit requirements pursuant to LACOD CD-12-2 dated August 20, 2012.

6.0 REPORTS, DOCUMENTATION, AND DIRECT DATA ENTRY

- 6.1 Contractor acknowledges that pursuant to EDD Information Notice Number WSIN12-9 dated September 27, 2012, the New CalJOBS and the California Workforce Services Network (CWSN) will replace both the current Job Training Automation (JTA) and the current CalJOBS systems, including Employer Contract Management System (ECMS), Participant Activity Support System (PASS), and the Activity Calendar and Event Scheduler (ACES). Upon implementation of the New CalJOBS, both JTA and CalJOBS will be archived and retired. Successful bids shall demonstrate the ability to fully utilize the CWSN and attend mandatory training as required.
- 6.2 Contractor shall utilize the State of California Workforce Services Network (CWSN), or the successor system, which is the State automated client tracking and reporting system, to ensure an integrated customer pool and that the customer can be registered simultaneously in the performance calculation of the WIA, Wagner-Peyser Act, Trade Adjustment Assistance, and the Veterans Employment and Training Programs.
- 6.2.1 Contractor shall not utilize third-party systems to record and collect Participant data for the purpose of transferring and/or uploading data to CWSN.
- 6.2.2 County shall provide all computer hardware and software required to operate CWSN, or successor system.
- 6.3 The Contractor will use the State CWSN Modules to provide services and retain Participant records, and may be further described in separate State and County Directives and Information Bulletins/Notices. The CWSN automated Modules for use, are as follows:
- 6.3.1 Full Spider – to be used for jobs such as available national job boards, local job boards, government websites, military websites, major newspapers, chambers of commerce, and major employer websites.
- 6.3.2 Generic Module – to be used for management and reporting Participant eligibility application, participant Registration/Enrollments, participant enrollment activities, and participant performance outcomes for those exited from the program.
- 6.3.3 Core Assessment Module, Career Services and My One-Stop Profile – to be used for self-directed services to determine Participant’s work values and skills, and occupational interests.
- 6.3.4 Workkeys Career Services – to be used as a staff-assisted assessment for registered/enrolled Participants to provide career exploration, workplace skills, and the selection of appropriate occupations.

6.3.5 Labor Market Analysis – to be used for industry and labor market intelligence, including:

- Demographics from US Census commuting patterns, labor force, income, populations, employment and unemployment;
- Education information from training providers, schools, and training education programs;
- Employer search and mass layoffs;
- Income and wages for income information, quarterly census of employment and wages, and occupational wages;
- Industry information for quarterly census of employment and wages, current employment statistics, staffing patterns, industry employment and projections;
- Occupation information for occupational employment by industry, occupational employment and projections, occupational wages, and licensed occupations; and
- Economic indicators such as consumer price index, building permits, and government transfer payments.

6.4 Contractor shall utilize CWSN or the successor automated system, to register, track, and report services for all Core A self-directed, Core-B staff assisted, Intensive and Training Services.

6.5 Contractor shall utilize technology, such as mobile devices, social media, and online resources to access information and communication with Participants.

6.5 Contractor shall attend mandatory trainings and meetings as required once the system is launched and notification is received from County.

6.6 Contractor shall report all expenditures on an accrual basis and must complete and submit the Detailed Expenditure Report (DER), on a monthly basis, which will be provided by County as a form, and which includes actual and accrued expenditures by budget category. The DER is due by the 10th of each month to Finance Management Division.

6.7 Closeout Reports

6.7.1 Within 30 days of the end of the Fiscal Year, Contractor shall prepare and submit a Closeout Report in the form and manner designated by County. The Closeout Report shall include the minimum expenses and accruals as required in the State Directive WSD 12-3 Quarterly and Monthly Financial Reporting Requirement through the last day of the Fiscal Year.

6.7.2 If this Contract is terminated or cancelled prior to June 30th of any Fiscal Year, or the Veteran’s Program ends, the Closeout Report shall be for that Contract period which ends on the termination, cancellation, or program end date.

6.7.3 Contractor shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.

- 6.7.4 Contractor shall track all Contract Funds and shall provide a comprehensive report of Contract Funds during audits. Such records shall be maintained in accordance with record retention policies outlined in *Contract, Paragraph 8.38, Record Retention and Inspection/Audit Settlement*.
- 6.7.5 Notwithstanding any other provision or reference herein, Contractor shall maintain all records and reports, consistent with *Contract, Paragraph 8.3 Record Retention and Inspection/Audit Settlement*, as well as any federal or State retention requirements, and shall make them available for audit, assessment, or inspection by authorized representatives of County, or designee, or as otherwise required by law.
- 6.7.6 All information, records, data elements, and print-outs collected and maintained for the operation of the Program and pertaining to WIA Title I ADW Program (including paper and electronic data) must be protected from unauthorized disclosures in accordance with *Contract Paragraph 7.5 (Confidentiality)*; California Welfare and Institutions Code Section 10850; 45 CFR Section 205.50; California Information Practices Act of 1977; and all other applicable laws and regulations and amendments thereto.

7.0 MANAGEMENT INFORMATION SYSTEM

- 7.1 As specified previously in Section 6.2, Contractor shall track the progress of Participants by properly recording all Participant data in the County authorized and approved Management Information System (MIS). Contractor is/are also required to have an Internet compatible computer system-internet gateway, and to ensure equipment is in working condition in order to operate the system. Contractor shall be responsible for its own data and service delivery input into the statewide automated case management system.
 - 7.1.1 MIS Personnel: Contractor shall assign a primary MIS contact for Participant data issues and problems. A back-up employee must be designated to act on behalf of the primary MIS contact person in the event of his or her absence.
 - 7.1.2 Contractor shall inform County of the name of the Contractor's primary MIS person contact and back-up within five (5) business days of any reassignment or substitution.
 - 7.1.3 Contractor shall ensure that data collection related to case management activities and the tracking and recording of Program performance is captured in the statewide automated case management system and in accordance with appropriate federal, State, LACWIB and County regulations, policies and protocols.
 - 7.1.4 Contractor shall ensure that all MIS staff required to use the MIS system are properly trained to operate the MIS system. The County will provide regularly scheduled training courses for the primary and back-up MIS staff. Primary MIS contact and back-up must attend all new MIS training courses provided by the County. It will be the primary MIS contact's responsibility to cross-train new MIS staff within their organization.

Contractor must ensure that MIS operations are in compliance with all applicable regulations.

- 7.2 Contract Management System (CMS): County has developed the Contract Management System Gateway (“System”), an automated system that allows County to electronically administer and manage the work specified in this Contract. County has implemented the System and Contractor shall use the System to perform its administrative contracting functions as directed by the County.
 - 7.2.1 County has established policies concerning the access, use and maintenance of the System. Contractor shall adhere to these policies, which include Contract, Exhibit R, Contract Management System – Contractors’ Gateway Terms and Conditions of Use instruction guides/tutorials provided by County, training sessions conducted by County, etc. Contractor’s noncompliance with these policies may subject them to denial of access to the System, suspension of payment, termination of the Contract, and/or other actions which County may take at its sole discretion under the terms of this Contract, the terms of the Contract, or applicable law or regulation.
- 7.3 County has also developed an internal web-based system that is often used in conjunction with CWSN. Contractor will be required to enter data in this system as directed by County. (See Section 6.0)

8.0 TRAINING

- 8.1 Contractor is responsible for ensuring its staff, including both employees and volunteers, both existing and new, are properly trained in all areas related to providing services for the Veteran’s Program. Staff must be qualified, sufficient in number to deliver the Service adequately, and capable of establishing effective communication with the Participants as well as other WIA network Contractor.
- 8.2 Contractor shall develop and implement an internal staff training policy, including orientation to all new staff (which shall include employees and volunteers). The policy shall include a clear succession and implementation plan to ensure contiguous service delivery.
- 8.3 Contractor’s Executive Director, or equivalent position, shall ensure that all appropriate Contractor’s employees and volunteers attend all training sessions as required by County, held at a County facility or another site, as determined by County for Contractors’ benefit. Further, Contractor shall ensure that, at a minimum, a Contractor’s designated, paid employee represents Contractor at each training session. Contractor may also attend training opportunities outside of Los Angeles County at Contractor’s own expense that Contractor reasonably deems to be beneficial for the delivery of Veteran’s Program services. Failure to attend mandated trainings shall be considered non-compliance with this Contract, and may result in further action pursuant to *Contract Paragraph 9.12 (Probation and Suspension)*, and any other applicable Contract provisions.
- 8.4 Contractor’s Executive Director or authorized designee shall attend all mandated trainings called by County. Contractor shall be given advance notice of all scheduled trainings with County. Failure to attend mandated trainings shall be considered non-compliant with this Contract, and may result in further action

pursuant to *Contract Paragraph 9.12 (Probation and Suspension)*, and any other applicable Contract provisions.

- 8.5 Contractor's staff is also required to regularly attend trainings that offer ways to expand knowledge of and increase efficiency in the services provided. These meetings may be called by County and held at a County facility or another site, as determined by the County.

9.0 MEETINGS

- 9.1 Contractor or authorized designee shall attend all mandated meetings called by County. Contractor shall be given 3-5 days advance notice of all scheduled meetings with County. Failure to attend mandated meetings shall be considered non-compliance with the Contract and may result in further action pursuant to *Contract Paragraph 9.12 (Probation and Suspension)*, and any other applicable Contract provisions.

9.1.1 Examples of required meetings include but are not limited to:

- 1) Appropriate LACWIB meetings (i.e., WIB Executive, Performance & Quality Assurance)
- 2) WIA Executive Directors' meetings
- 3) WIA Stats
- 4) WIA Quarterly Contractor meetings
- 5) Program specific launch meetings

- 9.2 Contractor's staff is also required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the services provided herein. These meetings may be called by County and held at a County facility or another site, as determined by County. Contractor may also choose to attend educational or training opportunities outside of Los Angeles County at Contractor own expense that Contractor reasonably deems to be beneficial for the delivery of Veteran's Program services, as well as other meetings designated by County.

10.0 UNUSUAL OCCURRENCES/CRIME

- 10.1 Unusual Occurrences such as natural disaster (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes, or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of Veteran's Program Participants, personnel or visitors shall be reported by the Contractor within twenty-four (24) hours to the local health officer by telephone and confirmed in writing, and also to County by telephone and also in writing or email.
- 10.2 Crime-related occurrences, such as theft or vandalism, must be reported by Contractor within twenty-four (24) hours to the local police or sheriff department by telephone and confirmed by filing a police report, and also to County by telephone and confirmed by providing a copy of a filed police report. Contractor shall prepare and retain an incident report on file, and shall include a copy of the filed police report on file. Contractor shall maintain all such police reports in a manner consistent with *Contract Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)*. The Contractor shall furnish other pertinent information related to such occurrence as the local authorities and/or County may require.

11.0 EMERGENCY AND DISASTER PREPAREDNESS

11.1 Notwithstanding Contractor and County's contractual objective to provide services to eligible persons, Contractor shall make services available to any person impacted by a nationally- or state-declared emergency event, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for funds expended.

11.1.1 Contractor must have a written emergency plan on file describing how services will be maintained in the event of a disaster or emergency.

11.2 Contractor shall develop and have on file a written Business Continuity Plan (BCP) that describes how Contractor will reduce the adverse impact of any emergency event, as referenced in 11.1, to WIA ADW Title I Program, as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Contractor shall make the BCP available to its employees, volunteers, and Sub-Contractors, for reference before, during, and after such emergency event disruptions.

12.0 LICENSES AND CERTIFICATIONS

12.1 Contractor shall obtain and maintain, during the term of this Contract, for Contractor and all staff, all appropriate licenses, permits and certificates required by all applicable County, State of California and/or federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of services hereunder such as Business Licenses, Fire Department Inspection Reports, Certificates of Insurance as indicated in *Contract Paragraph 8.24 (General Provisions of All Insurance Coverage)* and Paragraph 8.25 (Insurance Coverage).

12.2 Prior to the execution of this Contract, and in cases of new staff or staff with updated licenses, permits or certifications, Contractor shall provide copies of all new or updated licenses, permits and certificates within ten (10) business days of the license, permit or certification award or update.

Copies shall be sent to County's Contract Manager listed in Contract Exhibit A (County's Administration) of this Contract.

13.0 LOCATION OF SERVICE AND HOURS OF OPERATION

13.1 Contractor shall maintain an office at the sites procured for in this solicitation, and as directed by County.

13.2 Contractor shall maintain office hours in accordance with County hours as directed by the County.

13.3 Contractor shall publicly display at all Contractor's office locations/sites the days and hours of operation for the provision of services under this Contract. Contractor shall ensure that availability for Veteran's Program services is appropriate for the demographics associated with the service area (site location).

13.4 Contractor shall not relocate Satellite site location without County approval.

13.5 Contractor shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and federal

occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Contractor shall comply with the Americans with Disabilities Act of 1990, as amended.

13.6 Prior to modifying or terminating services, or revising hours of service delivery at a previously designated location, and before commencing such services at any other location, Contractor shall obtain written consent of the County, and shall comply with *Contract Paragraph 9.8 (Modifications)*, as applicable.

13.7 Safety and Working Conditions

13.7.1 Contractor shall observe all applicable local, State and federal health and safety standards. Contractor shall ensure that all employees and volunteers in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC Section 651 et seq.), and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code Section 6300 et seq.), are not required or permitted to work, be trained or receive services under conditions which are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

14.0 GREEN INITIATIVES

14.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

14.2 Contractor shall notify County's Contract Manager of Contractor's green initiatives prior to commencement of this Contract.

15.0 CONTRACT DOCUMENT DELIVERABLES

15.1 Contractor shall also complete and submit to County certain other deliverable documents as specified herein. Prior to the commencement of this Contract and annually thereafter (or as otherwise established by County), Contractor shall submit the following deliverables in the form and manner that is prescribed by County: Contract Compliance Documents, Business Forms, Reporting Documents, and other documents requested from time to time by County or its designee:

15.1.1 Contract Compliance Documents (as described in Sub-paragraph 15.3)

15.1.2 Business Forms (as described in Sub-paragraph 15.4)

15.1.3 Reporting Documents (as described in Sub-paragraph 15.5)

15.1.4 Other Documents: During the term of this Contract, County or its designee may request from time to time additional documents from Contractor, and Contractor shall adhere to County's request for such documents.

15.2 Contractor's failure to timely submit documents required or requested by County may result in suspension of payments or other remedies as determined by County.

- 15.3 Contract Compliance Documents: Contractor shall provide to County's Contract Manager, by the deadline imposed by County, current copies of the following Contract Compliance Documents prior to the commencement of the Contract, and thereafter when requested by County:
- 15.3.1 Certificate of Insurance: Contractor shall provide such Certificate pursuant to the requirements outlined in *Contract Paragraphs 8.24 (General Provisions for all Insurance Coverage)* and 8.25 (Insurance Coverage).
 - 15.3.2 Business License: Contractor shall provide a current copy of its Business License as issued by its state's Secretary of State on an annual basis.
 - 15.3.3 Fire Department Inspection Report: For each service site that Participants will visit, Contractor shall obtain an annual fire inspection of its facility(ies). The inspection shall be conducted by the Los Angeles County Fire Department or by the Contractor's local fire department and Contractor shall obtain a written Report of the inspection which shall be provided to County. In the event that violations are noted on the Report, Contractor shall ensure that it complies with all corrective measures as directed by the fire department. Contractor shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department.
- 15.4 Business Forms: Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Business Forms prior to the commencement of the Contract, and thereafter when requested by County:
- 15.4.1 Board of Directors' Resolution: The Resolution provides written evidence to support the delegated authority that Contractor's organization has vested in its Authorized Representative, who will act on behalf of the Contractor pursuant to *Contract Paragraph 8.3 (Authorization Warranty)*. Such written evidence shall adhere to the following requirements:
 - 15.4.1.1 If Contractor is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or an agency of the United States, a State, or a political subdivision of a State; or any interstate governmental agency), Contractor shall submit a copy of its resolution, order or motion which has been approved by its Governing Body (e.g., Board of Supervisors) to County. If Contractor is a private nonprofit entity, Contractor shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors) to County.
 - 15.4.1.2 Contractor's resolution, order, motion or other authorization shall contain the following elements: reference this Contract number; authorize execution of this Contract; identifies Authorized Representative who will execute the original Contract and any subsequent amendments to this Contract; and, approve and accept Contract funds. In the event that there is a change in Contractor's Authorized Representative, Contractor shall notify County within five (5) days of the change pursuant to *Contract*

Paragraph 8.34 (Notices), and shall provide a revised resolution, order, motion or other authorization which reflects the new Authorized Representative.

- 15.4.2 Articles of Incorporation: These documents shall reflect Contractor's legal name; and, County shall use these as verification of Contractor's name. In the event there are any amendments, Contractor shall so notify County within five (5) days of said amendment being enacted.
- 15.4.3 By-Laws: The internal rules which govern Contractor's organization and are generally concerned with the operation of the organization, and setting out the form, manner or procedure in which the organization should operate. Contractor shall notify County in writing within five (5) days of the enactment of any amendments to its By-Laws.
- 15.4.4 Joint Powers Agreement (JPA): An agreement by two or more public agencies to jointly exercise governmental powers common to all parties under the provisions of California Government Code 6500. Contractor shall provide a copy of its JPA, and any subsequent amendments, which reflect the current parties to the JPA. Contractor shall notify County in writing within five (5) days of the enactment of any amendments to its JPA.
- 15.4.5 Tax Exempt Status Letter: Written documentation that is obtained from the Internal Revenue Service, evidencing Contractor tax exempt status. Contractor shall notify County in writing within five (5) days of any change in its tax exempt status.
- 15.4.6 Organization Chart: Diagram of the Contractor's structure which outlines the hierarchy, relationships and relative ranks of its parts and positions/jobs. Contractor shall notify County in writing within five (5) days of any change in its organization chart.
- 15.4.7 Subcontract: Third-party agreement as defined in *Contract Paragraph 8.40 (Subcontracting)*. Contractor shall notify County in writing within five (5) days of the enactment of any amendments to its subcontracts.
- 15.4.8 Complaints: Contractor shall provide its policy and procedures for receiving investigating and responding to Participant complaints pursuant to the requirements outlined in *Contract Paragraph 8.5 (Complaints)*.
- 15.5 Reporting Documents: Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Reporting Documents prior to the commencement of the Contract, and thereafter when requested by County:
 - 15.5.1 Cost Allocation Plan: This Plan shall adhere to the requirements outlined in *Sub-paragraph 5.2 (Cost Allocation Plan for Reimbursement Activities)* above.
 - 15.5.2 Closeout Report: This Report shall adhere to the requirements outlined in *Sub-paragraph 6.7 (Close-Out Reports)* above.
 - 15.5.3 Program Income Statement Report: This Report shall adhere to the requirements outlined in *Sub-paragraph 5.3 (Program Income Statement Report)* above.

15.5.4 Other Reporting Documents which County may request from time to time relating to Contractor performance, Work, services offered, etc. County shall not be unreasonable in its request.

16.0 TRAVEL

16.1 Contractor shall limit travel expenditures under this Contract to two (2) staff at all times. Contractor shall not incur any expenditure for travel outside Los Angeles County under this Contract without prior written approval of County. Any such expenditure must be program related. Expenditure of funds without prior approval will result in withheld payment, or may be deemed a disallowed cost.

17.0 OTHER PROVISIONS

17.1 PROGRAM SUPERVISION, MONITORING AND REVIEW

17.1.1 Services hereunder shall be provided by Contractor under the general supervision of County. County shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services and the criteria for determining the persons to be served. Contractor agrees to extend to County, to authorized State representatives, and to authorized federal representatives, the right to review and monitor Contractor's facilities, programs, records, or procedures at the discretion of County, State and Federal representatives. Contractor shall maintain all records and reports, consistent with *Contract, Paragraph 8.38, Record Retentions and Inspection/Audit Settlement*, and shall make them available for audit, assessment, or inspection by authorized County, State or federal representatives.