



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

**LOS ANGELES COUNTY
AMERICA'S JOB CENTER OF CALIFORNIA**

APPENDIX A-5

**OLDER AMERICANS ACT (OAA)
TITLE V - SENIOR COMMUNITY SERVICE EMPLOYMENT
PROGRAM (SCSEP)
STATEMENT OF WORK**

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	1
2.0	ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS	2
3.0	QUALITY CONTROL	2
4.0	QUALITY ASSURANCE PLAN	3
5.0	DEFINITIONS	5
6.0	RESPONSIBILITIES	5
7.0	INTENTIONALLY OMITTED	11
8.0	WORK SCHEDULES	11
9.0	INTENTIONALLY OMITTED	11
10.0	SPECIFIC WORK REQUIREMENTS.....	11
11.0	BRANDING	34
12.0	INTENTIONALLY OMITTED	35
13.0	INTENTIONALLY OMITTED	35
14.0	GREEN INITIATIVES	35
15.0	PERFORMANCE REQUIREMENTS SUMMARY	35

N.B.: This Request for Proposals, and the attached model statements of work, and associated attachments and exhibits, employs the County of Los Angeles' standard contracting terms such as "contract", "Contractor", "Sub-Contractor", etc.; these terms will be replaced in any final documents with the terms and corresponding definitions, such as "Sub-award," "agreement," "Sub-recipient", "Lower-tier Sub-recipient", etc., required under the United States Office of Management and Budget's Uniform Grant Guidance, codified at 2 CFR 200 et seq.

LOS ANGELES COUNTY AMERICA'S JOB CENTERS OF CALIFORNIA

APPENDIX A-5: OLDER AMERICANS ACT TITLE V SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM

STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 INTRODUCTION

- 1.1.1 This Statement of Work (SOW) outlines the minimum required tasks and services (Services) Contractor shall provide under the Older Americans Act Title V Senior Community Service Employment Program (SCSEP), administered by the County of Los Angeles, Community and Senior Services (County) to eligible Participants, who reside in Los Angeles County (with the exception of City of Los Angeles), as mandated by Title V of the Older Americans Act (OAA), as well as all applicable OAA requirements and standards established by the United States Department of Labor (DOL), California Department on Aging (CDA), California Economic Development Department (EDD), Los Angeles County Workforce Development Board (LACWDB), and County Program Memoranda, Bulletins and Directives.
- 1.1.2 SCSEP is a job creation program to serve low-income persons age fifty-five (55) years and older who have poor employment prospects (Participants) by: providing hands-on job training through part-time, subsidized work at community service agencies (Employers/Work Sites); assisting with transitioning to unsubsidized employment; and providing supportive services to assist with obtaining and maintaining employment. Contractor shall operate the SCSEP Countywide, but through a Comprehensive America's Job Center of California (AJCC) located in one of the three following Los Angeles County Workforce Regions: Antelope Valley, San Gabriel Valley or Gateway Cities (a map of the regions is provided as *Exhibit 1 of Appendix B-1, WIOA Title I ADW Program SOW Exhibits*). Comprehensive America's Job Center of California (AJCC) is further defined in *Section 10.1.1.1 of Appendix A-1, WIOA Title I Adult & Dislocated Worker (ADW) Program Statement of Work (SOW)*.

2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

2.1 MODIFICATIONS

- 2.1.1 Contractor is prohibited from modifying or terminating Services, forms, procedures, protocols, or revising hours of service delivery without the written consent of County. Contractor shall request permission at least thirty (30) days in advance and obtain written consent of County, and shall comply with *Senior Community Service Employment Program (SCSEP) ("Contract") Sub-paragraph 9.9 (Modifications)*, as applicable, and with *Appendix A-1, WIOA Title I ADW SOW, Section 6.7, Contractor Sites/Facilities and Resources*.
- 2.1.2 Contractor shall inform County in writing and receive written County approval at least 60 days prior to relocation of Contractor's location(s).
 - 2.1.2.1 Contractor's Comprehensive AJCC and associated Affiliate sites (if applicable), shall be designated as community focal points as specified in OAA Section 102 (a)(21), 42 USC 3026(a)(3)(A)).
- 2.1.3 Services or work hours shall not be modified or terminated throughout the entire Contract term. Should an emergency need arise *County must be notified immediately as described in Contract, Sub-paragraph 9.25 (Unusual Occurrences and Crime)* and the request for Service or work hour modifications will be reviewed by County on a case-by-case basis.

2.2 AMENDMENTS

- 2.2.1 All changes must be made in accordance with *Contract, Sub-paragraph 8.1 (Amendments)*.

3.0 QUALITY CONTROL

3.1 QUALITY CONTROL PLAN

- 3.1.1 The Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. Contractor shall follow the procedures set forth in *Section 4.0 of this SOW, Quality Assurance Plan* below and the Plan shall include, but may not be limited to the following:
 - 3.1.1.1 Method of monitoring to ensure that Contract requirements are being met; and
 - 3.1.1.2 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, shall be provided to County upon request. Contractor shall maintain all records consistent with *Contract, Sub-paragraph 8.38 (Record Retention, Inspection and Audit Settlement)*, and shall make them available for audit, assessment, or inspection by authorized representatives of County, or designee.

3.2 CUSTOMER SATISFACTION SURVEYS

3.2.1 County will provide Contractor with Customer Satisfaction Surveys for Participants, external Program partners, and Employers/Work Sites (further defined in *Section 10.1.2.1.3.3 of this Statement of Work*) to evaluate the quality of Services provided by Contractor. Contractor shall retain a copy on file and ensure completed surveys are accessible to County for review. The results of the Surveys will also be used by Contractor to make continuous quality improvements in Services and be visible to Participants. Contractor shall be required by County to develop and comply with resolutions for identified concerns as appropriate and develop outcome measures due to results from the Surveys. Further direction will be provided through County Directives.

3.2.2 The Survey shall be disseminated to all Participants, external Program partners, and Employers/Work Sites at least once a quarter, each fiscal year. County will provide Contractor with the tool(s) necessary to conduct the Survey. Further instructions will be delineated through County Directive.

3.3 INTERNAL PROTOCOLS

3.3.1 Contractor shall establish internal protocols and processes to validate and confirm usage of Services for which Contractor staff has deemed Participants eligible and authorized Services to be rendered.

4.0 QUALITY ASSURANCE PLAN

4.1 County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in *Contract, Sub-paragraph 8.15 (County's Quality Assurance Plan)*.

4.2 ESTABLISHMENT AND MAINTENANCE OF QUALITY ASSURANCE PLAN

4.2.1 Contractor shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of this Contract are met. A copy must be provided to 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:

4.2.1.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in this *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.

- 4.2.1.2 Methods for ensuring uninterrupted service to County in the event of a strike by Contractor employees or any other potential disruption in service.
- 4.2.1.3 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.
- 4.2.1.4 Contractor's QAP shall include quality improvement strategies and interventions and include barriers/deficiencies/problems identified by County through County's technical assistance visits in this process.
- 4.2.1.5 Contractor shall include qualifications of monitoring staff, samples of monitoring forms and identification of related accountability reporting documents in the QAP.

4.3 PERFORMANCE REQUIREMENTS OF QAP

- 4.3.1 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.
 - 4.3.1.1 Contractor shall not utilize any employee or sub-contractor whose work has been deemed deficient and unacceptable by the CMM.
 - 4.3.1.2 Contractor shall report any staff changes including separations, temporary leave (e.g. vacations) and indicate staff that will take over the functions of staff on separation or leave, and new hires to the CMM within five (5) business days of the occurrence. In addition, for new hires, Contractor shall include a current resume as part of the notification to County.

4.4 MEETINGS AND TRAINING

- 4.4.1 Contractor is mandated to attend all scheduled meetings and trainings called by County and/or CDA, or as directed by County. Contractor shall be given at least three (3) days advance notice of all scheduled meetings with County. Contractor may also be required to attend emergency meetings without the above stated advance notice when necessary.

4.4.2 Contractor shall complete a sign-in sheet for face-to-face meetings. A roll call will be taken for meetings attended via virtual means (e.g. WebEx or Skype). Penalties will apply for Contractor's failure to attend either face-to-face or virtual meetings pursuant to *Appendix B-5, SCSEP SOW Exhibits, Exhibit 3, and Performance Requirements Summary Chart*.

4.4.3 Contractor staff is also required to regularly attend meetings, trainings, or conferences that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings, trainings, or conferences may be called by County or a partner agency, or may be designated by County for Contractor participation. Contractor may also choose to attend meetings, trainings, or conferences at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Participant Services, as well as other meetings, trainings or conferences not designated as mandatory by County.

4.5 CONTRACT DISCREPANCY REPORT

4.5.1 Contractor's Operations Manager (defined in *Section 6.3, SCSEP Operations Manager*, below) shall provide verbal and written notification of a Contract discrepancy to the County Contract Project Monitor as soon as possible, but no later than one (1) workday, whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

4.5.2 The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within five (5) workdays.

4.6 COUNTY OBSERVATIONS

4.6.1 Other County personnel, in addition to County Contract staff, may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours.

5.0 DEFINITIONS

5.1 For a listing of Definitions for this Program, refer to *Appendix C-1, Contract, Exhibit P, Definitions*.

6.0 RESPONSIBILITIES

6.1 The responsibilities of the County and the Contractor are as follows:

6.1.1 COUNTY ADMINISTRATIVE DUTIES

6.1.1.1 The County will administer the Contract according to *Contract, Paragraph 6.0 (Administration of Subaward – County)*. Specific duties will include:

6.1.1.1.1 Monitoring the Contractor's performance in the daily operation of this Contract. Performance monitoring includes programmatic and fiscal review.

6.1.1.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.1.1.3 Preparing Amendments in accordance with the *Contract, Sub-paragraph 8.1 (Amendments)*.

6.2 SCSEP ADMINISTRATIVE DUTIES

6.2.1 SCSEP shall be administered under the umbrella of a Comprehensive AJCC, as such, Contractor shall refer to *Section 6.2 of Appendix A-1, WIOA Title I ADW Statement of Work*, for full description of administrative duties.

6.3 SCSEP OPERATIONS MANAGER

6.3.1 SCSEP shall be administered under the umbrella of a Comprehensive AJCC, as such, Contractor shall refer to *Appendix B-1, WIOA Title I Adult and Dislocated Worker Program SOW Exhibits, Exhibit 4* for full description of the Operations Manager's role and responsibilities. The SCSEP Operations Manager will be the same individual as the Comprehensive AJCC Operations Manager.

6.4 SCSEP OPERATIONS PERSONNEL

6.4.1 Contractor shall assign at a minimum the number of staff indicated below with the appropriate education, licensure, and experience to perform the required work described in this Statement of Work, and capable of establishing effective communication with Participants, Partner agencies, and County. Contractor shall always have a staff member with the authority to act on behalf of Contractor in every detail, available during work hours. Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff set forth in *Section 6.4.3, SCSEP Operations Staff Requirements, of this SOW*, as well as any other applicable staffing requirements determined by County for Contractor necessary to provide Services herein. Such personnel shall meet all qualifications in the Contract, as well as those provided by County through Contract Amendments, Administrative Directives and Program Policy Memoranda. Contractor acknowledges required staffing levels may increase should levels in funding increase, as directed by County.

6.4.2 Contractor shall adhere to professional core competency training requirements for all SCSEP staff as defined by Federal, State or County regulations and any County Directive(s).

6.4.3 **SCSEP Operations Staff Requirements:** Comprehensive AJCC SCSEP Contractors shall, at a minimum, have the following SCSEP staff that meet the minimum requirements and qualifications for the Program, including the ability to speak/read/write/understand English fluently, and as further defined below. All staff salaries shall be based on competitive, professional industry standards as set forth in the following resources: U.S. Department of Labor Employment and Training Administration, Bureau of Labor Statistics and Employment Development Department of California. Contractor shall notify SCSEP Participants of job openings within its organization and encourage them to apply.

6.4.3.1 One (1) full-time Case Manager/Job Developer: will provide support and career guidance Services to SCSEP Participants, including diagnostic testing and other assessments, information on desired occupations, and to the extent applicable to the Participant, occupations that have clear career paths in high growth sectors, development of an individual employment plan, information on eligible training providers and specialized training, Comprehensive AJCC partners system navigation skills, and job development activities. Case Manager/Job Developer shall also deliver personal enrichment training/job club activities at the direction of County. The SCSEP Case Manager/Job Developer shall coordinate with other Comprehensive AJCC staff to ensure SCSEP Participants are provided the full array of Comprehensive AJCC Services and Activities, as appropriate.

6.4.3.2 One (1) part-time Payroll staff: will process all payroll (wages and fringe benefits) of the SCSEP Participants. The Payroll staff must possess a bachelor's degree or higher in Accounting, Business Administration, or a related field and have a minimum of one year of experience in payroll processing and timekeeping or must be enrolled in an educational institution and pursuing a degree in Accounting, Business Administration, or a related field and have a minimum of two years of experience in payroll processing and timekeeping, or has three or more years of experience in payroll processing and timekeeping. Payroll staff shall report directly to the designated Comprehensive AJCC Accounting staff.

6.4.3.3 **USE OF VOLUNTEERS, YOUTH@WORK, AND TITLE V – SCSEP PROGRAM PARTICIPANTS**

6.4.3.3.1 Contractor may utilize Youth@Work or Title V-SCSEP Program Participants in accordance with Youth@Work requirements or OAA Title V-SCSEP requirements, as further defined in Appendix A-2, Youth@Work Program SOW, or this SOW, to provide Participants with current Work Experience and provide further support to staff in

functions that are not sensitive to operations. Non-sensitive functions may include, but are not limited to: greeting participants, assisting in workshops, preparing workshop materials, and setting up for workshops. These Participants are subject to the same requirements as staff or volunteers.

6.4.3.3.2 Volunteers may be recruited, trained and used by Contractor to expand the provision of services. Volunteers must be appropriately qualified for the responsibilities Contractor intends to assign them prior to beginning those responsibilities. Volunteers shall be solely the responsibility of Contractor and shall report to the Operations Manager or another employee of Contractor as designated by the Operations Manager. If possible, Contractor shall work in coordination with organizations that have experience in providing training and placement. Contractor shall ensure that all volunteers undergo and pass a background check and that records are retained.

6.5 CONTRACTOR STAFF TRAINING

- 6.5.1 Contractor shall provide training for all new staff and continued in-service training for all staff. Contractor is responsible for ensuring its staff, including employees and volunteers, both existing and new, are properly trained in all areas related to providing Services.
- 6.5.2 Contractor shall develop and implement written internal staff training and succession plan policy, including the provision of an orientation to all new staff (which shall include employees and volunteers). Contractor shall also define the policy and protocols of information sharing when only a designee attends on behalf of Contractor. Contractor shall also provide its training and succession plan policy to County for review at least once per program year at the beginning of each program year.
- 6.5.3 Contractor's Contract Manager(s) shall ensure that all appropriate Contractor employees and volunteers attend all training sessions as required by County, held at a County facility or another site, as determined by County for Contractor's benefit. Further, Contractor shall ensure that, at a minimum, a Contractor's designated, paid employee represents Contractor at each training session, unless otherwise directed by County. Contractor may also choose to attend educational training opportunities inside or outside of Los Angeles County at Contractor's own expense that the Contractor reasonably deems to be beneficial for the delivery of Participant Services, as well as other trainings designated by County.
- 6.5.4 Training shall include, but is not limited to: providing information concerning new Directives and regulations issued by County. County shall provide

relevant and applicable training, including instruction and guidance, as determined appropriate by County.

6.5.5 Contractor shall attend all mandated trainings called by County, or authorized designee. Contractor shall be given three (3) to five (5) days advance notice of all scheduled trainings with County. Contractor may also be required to attend emergency trainings without the above stated advance notice when necessary. Failure to attend all mandated trainings shall be considered non-compliance with the Contract, and may result in further action pursuant to *Contract, Sub-paragraph 9.13 (Probation and Suspension)*, and any other applicable remedies.

6.5.6 Security Awareness Training: Contractor shall ensure that its employees and volunteers who handle personal, sensitive or confidential information relating to the SCSEP complete the Security Awareness Training module located at www.aging.ca.gov within 30 days of the start date of this Contract or within 30 days of the start date of any new employees' or volunteers' work under this Contract.

6.5.6.1 Contractor shall maintain certificates of completion of Security Awareness Training on file and provide them upon request by County or State representatives.

6.5.7 Mandated Reporter Training: Contractor shall ensure that its employees and volunteers that work on the SCSEP receive training on reporting Elder abuse as mandated reporters within 30 days of the start date of this Contract or within 30 days of the start date of any new employees' or volunteers' work under this Contract.

6.5.7.1 Contractor shall maintain certificates of completion of Mandated Reporter Training on file and provide them upon request by County or State representatives.

6.6 IDENTIFICATION

6.6.1 Contractor shall ensure their employees and any volunteers are appropriately identified as set forth in *Contract, Sub-paragraph 7.4 (Sub-recipient's Staff Identification)*.

6.7 MATERIALS AND EQUIPMENT

6.7.1 The purchase of all materials/equipment to provide needed Services is the sole responsibility of Contractor, with the exception of computer and information technology related equipment which shall be purchased under the coordination and direction of County. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees and volunteers. Contractors may use WIOA and/or SCSEP funds to purchase materials and equipment. Any materials and equipment purchased with WIOA or SCSEP funds shall remain the property of County.

6.7.2 Contractors must obtain approval from County prior to charging funds for the following:

6.7.2.1 Purchase of property with a per-unit single cost totaling \$5,000 or more.

6.7.2.2 Purchase, rent, licensing, maintenance fees, or subscriptions of information technology applications/software/services with a per-unit single or cumulative cost totaling \$5,000 or more within a twelve (12) month period.

6.7.3 Contractor shall adhere to and shall maintain a clear inventory record of all equipment as directed by County through Directive.

6.8 **CONTRACTOR SITES/FACILITIES AND RESOURCES**

6.8.1 Contractor shall operate the SCSEP through its Comprehensive AJCC therefore, Contractor shall adhere to the Contractor Sites/Facilities and Resources provisions of *Appendix A-1, WIOA Title I ADW SOW, Section 6.7.*

6.9 **MULTILINGUAL AND MULTICULTURAL CAPABILITIES OF CONTRACTOR STAFF**

6.9.1 Contractor shall provide Services in English, but in areas where a significant number of Participants do not speak English as their primary language, Contractor shall make efforts to employ staff and recruit volunteers who are bilingual and fluent in American Sign Language and in addition, Los Angeles County's threshold languages of Arabic, Armenian, Chinese (Mandarin or Cantonese), Farsi, Khmer (Cambodian), Korean, Russian, Spanish, Tagalog (Filipino), Thai and Vietnamese, should one or more of these threshold languages be a predominate language used in the community served by Contractor.

6.9.2 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 in order to better reflect the communities served.

6.9.3 Contractor shall utilize Partner staff or professional translation services when assistance with another language is needed and no onsite staff speaks that language.

6.9.4 Contractor shall not require any Participant to provide his/her own interpreter.

6.9.5 Contractor shall adhere to Bilingual and Linguistic Program Services provisions as set forth in [Cal. Gov. Code § 11135 to 11139.5] [22 CCR 98211, 98310 to 98314, 98324 to 98326, 98340 to 98370].

7.0 **INTENTIONALLY OMITTED**

8.0 WORK SCHEDULES

- 8.1 Contractor shall operate under the auspices of the Comprehensive AJCC, and shall be held to the provisions as stated in *Appendix A-1, WIOA Title I ADW SOW, Section 8.0, Work Schedules.*

9.0 INTENTIONALLY OMITTED

10.0 SPECIFIC SCSEP WORK REQUIREMENTS

- 10.1 The guidelines described below establish the standards, tasks and duties for the provision of SCSEP Services provided through the Comprehensive AJCCs and associated Affiliate sites (if applicable). Contractor shall ensure that service delivery to SCSEP Participants is done in conjunction with, and in coordination with, all other programs that SCSEP Participants are eligible for and that are offered through the Comprehensive AJCC and/or other Partner programs.

10.1.1 SCSEP ELIGIBILITY CRITERIA

- 10.1.1.1 Contractor shall ensure that all eligibility requirements are adhered to in accordance with the current guidelines of Title V of the Older Americans Act of 1965, as reauthorized in April 2016. The guidelines may be enhanced based on Federal, State, and County regulations and policies. Unless otherwise expressly indicated in this Contract or by Federal, State, or local law, Contractor shall only provide Services to eligible individuals, as follows:

10.1.1.1.1 RESIDENCY REQUIREMENT

- 10.1.1.1.1.1 Contractor shall provide SCSEP Services to Participants residing in Los Angeles County Planning and Service Area (PSA) 19 (Countywide, with the exception of the City of Los Angeles), as illustrated in *Appendix B-5, SCSEP SOW Exhibits, Exhibit 1* and within the zip codes as listed in *Appendix B-5, SCSEP SOW Exhibits, Exhibit 2.*

10.1.1.1.2 SPECIFIC SCSEP PARTICIPANT ELIGIBILITY CRITERIA

- 10.1.1.1.2.1 Participants must be at least fifty five (55) years of age or older;
- 10.1.1.1.2.2 Participants must be either a United States Citizen or Legal Resident that

has the Right to Work in the United States; and

10.1.1.1.2.3 Participants must not have a total family income that exceeds 125% of the Federal Poverty Guidelines.

10.1.1.1.2.3.1 Participant income level shall be recertified at least once in a 12 month period. Further information on income determination and recertification will be provided through County Directives.

10.1.1.1.2.3.2 Participants determined to be ineligible for SCSEP Services due to income shall be directly referred to WIOA ADW Program for further Services.

10.1.1.1.2.4 Participants must be unemployed at the time of application and shall not be a job ready individual who can be directly placed into unsubsidized employment.

10.1.1.1.3 **PRIORITY REQUIREMENTS**

10.1.1.1.3.1 Priority shall be given to the following individuals:

10.1.1.1.3.1.1 Participants sixty-five (65) years of age or older;

10.1.1.1.3.1.2 Participants who are Veterans or Spouses of Veterans as defined in 20 CFR 641.520(a)(5) and 38 U.S.C 4215(a);

10.1.1.1.3.1.3 Participants with Disabilities;

10.1.1.1.3.1.4 Participants with limited English proficiency;

- 10.1.1.1.3.1.5 Participants with low literacy skills;
- 10.1.1.1.3.1.6 Participants that reside in a rural area;
- 10.1.1.1.3.1.7 Participants that have low employment prospects;
- 10.1.1.1.3.1.8 Participants that have failed to find employment after utilizing services through an America's Job Center of California; or
- 10.1.1.1.3.1.9 Are homeless or at risk for homelessness.

10.1.1.1.4 SCSEP DATA REPORTING SYSTEM ENROLLMENT REQUIREMENT

- 10.1.1.1.4.1 Contractor shall ensure all Participant Enrollments are entered into the SCSEP data reporting system, to properly track and record Participant progress through the program, as further described below in Section 10.1.3.4, SCSEP Data Reporting System.

10.1.2 SCSEP WORK REQUIREMENTS

10.1.2.1 The following guidelines establish the standards, tasks and duties for the provision of SCSEP Services:

- 10.1.2.1.1 Contractor shall provide pre-placement individual assessment(s) of the Participants' work history; skills and interests; talents; physical capabilities; aptitudes; occupational preferences; need for supportive services; potential for performing proposed community service assignment duties; and potential for transition to unsubsidized employment. Assessments shall, at a minimum, include one Initial Assessment, and if Participant is deemed appropriate to receive further Services, a secondary assessment conducted at the end of Participant's service period, should the service period comprise a 12 month period. Participants that

continue service beyond a 12 month period shall have updated assessments done twice per each subsequent 12 month period.

10.1.2.1.2 Contractor shall provide an Individual Employment Plan (IEP) for each Participant based on needs identified through assessment, as described in Section 10.1.2.1.1 above. Contractor shall develop an IEP with the Participant to serve as a guide to the Participant through the Services provided. IEP is a plan for a Participant, which includes an employment goal (except that after the first IEP, subsequent IEPs need not contain an employment goal if such a goal is not feasible), objectives that lead to the goal and a timeline for the achievement of the objectives.

10.1.2.1.2.1 IEPs shall be developed in partnership with each Participant and will reflect the needs as well as the expressed interests and desires of the Participant. IEPs shall be reviewed on an on-going regular basis to evaluate the progress that the Participant is making toward his/her stated objectives, to re-determine his/her potential for unsubsidized employment, and to review the appropriateness of his/her community service assignment. IEPs shall be updated as necessary to reflect information gathered during the Participants' assessment(s).

10.1.2.1.3 Contractor shall provide subsidized part-time Community Service Employment Training (herein referred to as Work Experience) opportunities to Participants, as deemed appropriate from results of Initial Assessment.

10.1.2.1.3.1 Work Experience shall be for a period lasting no more than twelve (12) months, in the aggregate, per Participant, unless prior approval is obtained from County to extend the

period of employment to a maximum of twenty-four (24) months.

10.1.2.1.3.2 Work Experience shall consist of work in which Participants are engaged in community service and receive work experience and job skills that can lead to unsubsidized employment.

10.1.2.1.3.3 Work Experience assignments shall be at a public or private non-profit organization, defined as host agencies, herein referred to as Work Sites. Contractor may function as a Work Site if Contractor meets the definition of a Work Site.

10.1.2.1.3.3.1 Work Sites shall not employ Participants on projects involving the construction, operation, or maintenance of any facility used, or to be used, as a place for sectarian religious instruction or worship.

10.1.2.1.3.3.2 Contractor shall identify and work with Work Sites that include an intergenerational program component.

10.1.2.1.3.3.3 Contractor's SCSEP Work Sites shall only be closed on County recognized holidays. Prior approval must be obtained if there is a deviation from the traditional Monday through Friday service schedule, days or times.

10.1.2.1.3.3.3.1 If a Work Site is pre-

approved to be closed for vacations, City shut-downs or religious holidays that are not County recognized, Contractor must make arrangements to ensure any regularly scheduled Participant work hours for any non-County recognized holidays or closed site days are rescheduled for alternate days within the same pay period.

10.1.2.1.3.3.3.2 If a County-recognized holiday falls on the regular day off of the SCSEP Participant, holiday time is not paid. If the Work Site is open on a County-recognized Holiday, SCSEP Participants should report

for work if it is one of their regularly scheduled work days, per SCSEP Data Collection Handbook, CSA Form, Topic 25, Rev. 6 (4/19/10).

10.1.2.1.3.3.3.3 Contractor shall provide County with advance written notice and request approval of any Work Site closure or disruption of Services for any vacations, city shut-downs or religious holidays that are not County recognized. This notice is to state the date and reason for the closure and to provide an action plan to ensure that delivery of Services is not disrupted, and must be approved by

County prior to implementation.

10.1.2.1.3.4 Contractor shall provide on-the-job support of Participants during their Work Experience assignments. If the Work Site is an entity other than Contractor, this shall be done in partnership with the other entity.

10.1.2.1.3.5 Contractor shall not employ or continue to employ any Participant to perform the same or substantially the same work as that of a staff person on layoff. Employment of a Participant cannot result in the displacement or partial displacement of currently employed workers. Partial displacement includes (among other things), a reduction in hours of non-overtime work, wages, and/or fringe benefits. Nor may the employment of a Participant impair existing contracts or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed.

10.1.2.1.3.6 Contractor may reassign or rotate a Participant to a different Work Experience assignment if, as warranted, based on the Participant's IEP, the new assignment:

10.1.2.1.3.6.1 Provides greater opportunity for use of Participant's skills and aptitudes;

10.1.2.1.3.6.2 Provides work experience or training that will enhance unsubsidized

employment
potential beyond the
current assignment;
or

10.1.2.1.3.6.3 Will otherwise serve
in the Participant's
best interest (e.g.
the Participant has
completed their
previous Work
Experience and are
not currently being
considered for hire).

10.1.2.1.4 Contractor shall provide paid orientation to
Participants that are assigned to Work Experience.
Orientation shall include information on SCSEP
goals, objectives and expectations, including
achievement and retention of unsubsidized
employment; general information on Work
Experience assignments, including specifying the
temporary nature of the assignments; training
opportunities; available supportive services; the
availability of a free physical examination;
Participant's rights and responsibilities; and
permitted and prohibited political activities.

10.1.2.1.4.1 Orientation shall be provided on or
before the first day of Participant's
Work Experience assignment.

10.1.2.1.4.2 During Orientation Contractor is
required to provide and review with
Participant(s), an Employee
Handbook that includes
information on SCSEP, including,
but not limited to: eligibility,
assessment, fringe benefits, safety
and health requirements,
restrictions, Participant grievance
procedures, Work Site
responsibilities, and policies and

procedures on wages and time sheets.

10.1.2.1.5 Contractor shall provide assistance with Unsubsidized Employment Search, which consists of activities such as attending job fairs, recruitment events, job clubs, or job searching through the CalJOBS system.

10.1.2.1.5.1 Participant is to be paid for hours spent on Unsubsidized Employment Search for up to four (4) hours per week until Participant is either placed in unsubsidized employment or times out from the Program.

10.1.2.1.6 Contractor shall provide Participants with on-going Personal Counseling and Career Counseling. Such counseling entails a process that will help Participants to know and understand themselves and the world of work in order to make career, educational, and life decisions and shall be offered to Participants for the duration of their time in the Program.

10.1.2.1.7 Contractor shall provide Participants with skill enhancement opportunities, including soft skills and personal enrichment, and financial literacy and paid personal enrichment training/job club (at the direction of County).

10.1.2.1.8 Contractor shall offer Supportive Services to Participants as appropriate and as identified through the Initial Assessment. Supportive Services, for purposes of the SCSEP, are to assist a Participant in successfully participating in Work Experience and to help Participant in gaining and keeping a job.

10.1.2.1.8.1 Supportive Services may be provided during Post-Program Follow-Up.

10.1.2.1.9 Contractor may provide On-the-Job Experience (herein referred to as On-the-Job Training), with prior County approval through waiver or directive, under the following circumstances:

10.1.2.1.9.1 When Participant's IEP goals require specific skills not attainable through the regular Work Experience;

10.1.2.1.9.2 Participant(s) must have first completed two (2) weeks of Work Experience (the 2 weeks also includes Orientation);

10.1.2.1.9.2.1 On-the-Job Training may be combined with Work Experience.

10.1.2.1.9.3 Need for On-the-Job Training must be clearly outlined in the IEP;

10.1.2.1.9.4 Approved On-the-Job Training shall be provided once per 12 month period per Participant;

10.1.2.1.9.4.1 Each specific training period shall be no longer than 12 weeks and no more than 40 hours per week.

10.1.2.1.9.5 On-the-Job Training Employers shall receive a maximum of five (5) On-the-Job Training Participants per job category, per 12 month period;

10.1.2.1.9.5.1 Employer may be reimbursed for up to 100% of paid wages if training lasts no more than 4 weeks.

10.1.2.1.9.5.2 Employer may be reimbursed for up to 50% of paid wages if training lasts more than 4 weeks.

10.1.2.1.9.5.3 Contractor has the option to pay 100% of the Participant's On-the-Job Training wages, regardless of length of training, in lieu of employer reimbursement.

10.1.2.1.9.6 The On-the-Job Training shall be designed to lead to unsubsidized employment with a public or private employer and shall be stipulated as such in the On-the-Job Training contract.

10.1.2.1.9.7 On-the-Job Training contracts entered by Contractor with employer(s) shall specify the skills to be learned, the training timeline and benchmarks the Participant(s) must achieve in order to be hired permanently.

10.1.2.1.9.8 On-the-Job Training contracts shall stipulate that if Participant(s) successfully completed the training, the Participant(s) shall remain on the employer's payroll. It shall also stipulate the amount

reimbursable to employer and who is to be responsible for workers compensation during the training.

10.1.2.1.9.9 Other specific SCSEP On-the-Job Training requirements will be provided through County Directives.

10.1.2.1.10 Contractor shall provide, or arrange for, additional training for Participants specific to their Work Experience, or in support of their training needs identified in their IEP. The training may include the use of lectures, labs, seminars, classroom instruction, individual instruction, On-the-Job Training, or other such opportunities.

10.1.2.1.11 Contractor shall, when deemed appropriate through the results of assessment and/or career counseling, co-enroll Participants in the Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker Program at Contractor's Comprehensive AJCC and shall ensure the following:

10.1.2.1.11.1 Participant meets all WIOA Adult and/or Dislocated Worker Program eligibility requirements pursuant to *Appendix A-1 WIOA ADW SOW, Section 10.2, WIOA Program Eligibility Criteria.*

10.1.2.1.11.2 Participant meets all requirements necessary to receive, as needed, Individualized Career and Training Services pursuant to *Appendix A-1, WIOA ADW SOW, Sections 10.5.8.2, WIOA Individualized Career Services and 10.5.9, Comprehensive AJCC and AJCC Training Services and Training Services Eligibility.*

10.1.2.1.11.3 Place Participants, as appropriate, in unsubsidized employment through the WIOA ADW Program.

10.1.2.1.11.4 Follow-Up with Participants placed into unsubsidized employment to determine whether they are still employed and to make certain that Participants receive any follow-up services they may need to ensure employment retention. [OAA Section 513(b)(2)(A)]. Contractor shall also adhere to Follow-Up requirements pursuant to *Appendix A-1 WIOA ADW SOW, Section 10.5.8.3, Comprehensive AJCC and AJCC WIOA Follow-Up Tasks and Services*, for all SCSEP Participants that are enrolled and exited through the WIOA ADW Program.

10.1.2.1.11.4.1 Contractor shall continue unfinished post-program follow-ups and any needed Follow-up Services to Participants within caseloads carried over and inherited from previous provider(s) no longer funded to provide Services within Contractor's designated region. Contractor will be responsible for performance of all Participants assumed from

previous provider(s)
no longer funded to
provide Services
within Contractor's
designated region.

- 10.1.2.1.12 Contractor shall assume all active Participants enrolled in SCSEP Services from previous provider(s) no longer funded to provide Services, at the direction of County. Contractor shall continue to provide all Services, pursuant to Section 10.1.2 of this SOW, *SCSEP Work Requirements*.
- 10.1.2.1.13 Contractor shall maintain an on-going working list of all SCSEP Work Experience assignments that includes, at a minimum, the number of Work Experience assignments by Work Site, occupation, and industry and provide to County upon request.
- 10.1.2.1.14 Contractor shall obtain and record the personal information necessary for a proper determination of eligibility for all Participants and maintain documentation supporting their eligibility. Documentation records shall be maintained in a confidential manner.
- 10.1.2.1.15 Contractor shall coordinate with community, employment, and training agencies, including agencies identified as Mandated and Additional Partners under WIOA, to provide services to Participants.
- 10.1.2.1.16 Contractor shall maintain an up-to-date SCSEP Manual, Charter Oak Group (COG) Data Collection Handbook, Mathematica (MPR) User's Guide, and related departmental requirements so that all responsible persons have ready access to standards, policies, and procedures. [20 CFR 641.879 (b) and (d)-(e)]. Contractor shall use the COG's SPARQ handbook, provided on COG's website, for DOL policy guidance, frequently asked questions, and revisions to the handbook [20 CFR 641.879(b) and (h)].

10.1.2.1.17 **Outreach:** Contractor shall conduct outreach within all the cities and unincorporated areas in PSA 19, as delineated in *Appendix B-5, SCSEP SOW Exhibits, Exhibits 1 and 2*, to inform potential Participants of Services. Outreach can be conducted at County assigned offices, adult schools, community colleges, libraries and other community organizations, events, or other similar places, within PSA 19. Contractor shall also adhere to any policies or procedures regarding conducting outreach set forth by County.

10.1.2.1.17.1 Contractor shall develop methods of recruitment and selection that will assure the maximum number of eligible individuals have the opportunity to participate in the Program.

10.1.2.1.17.1.1 Such methods of recruitment and selection shall include methods to recruit minority populations to ensure they are enrolled at least in proportion to their numbers in the population of PSA 19.

10.1.2.1.18 Contractor shall ensure there is appropriate space to conduct private Participant interviews to enable Participants to freely discuss their backgrounds and experiences in a confidential manner.

10.1.2.1.19 Contractor shall implement statutory provisions of the SCSEP in accordance with all applicable laws and regulations, including but not limited to: 20 CFR Part 641: Final Rule, September 1, 2010; 20 CFR Part 641 SCSEP: Final Rule, Additional Indicator on Volunteer Work, January 31, 2012; Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128; 2 CFR Part 200, Office of Management and Budget (OMB), Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Final

Rule; 2 CFR Part 2900, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards Technical Amendments, Department of Labor (DOL; Regulations Section 121(b)(1)(B)(vi), 29 U.S.C. 2841 (b)(1)(B)(vi) and 29 CFR Part 662 Subpart B §§ 662.200 through 662.280 and Parts 660-671; the Jobs for Veterans Act (Public Law 107-288) (2002) (38 U.S.C. 4215); Age Discrimination in Employment Act of 1967, Public Law 90-202; Age Discrimination Act of 1975; the SCSEP Manual as issued by the California Department of Aging, and any other Memos, Bulletins, Directives, or similar instructions issued during the term of this Contract by DOL, the State, or County.

10.1.3 ADDITIONAL REQUIREMENTS AND ASSURANCES

10.1.3.1 In addition to the specific tasks necessary to provide Services to Participants, Contractor must also adhere to the requirements below to ensure that Contractor maintains the level of care, performance, staffing, reporting and any compliance requirements, including privacy and confidentiality, with County, State, and Federal guidelines that govern the Program.

10.1.3.1.1 Furthermore, Contractor must have written procedures to protect the confidentiality and privacy of Participant information collected for Program purposes in accordance with Title 22 CCR 7500(b).

10.1.3.2 CONTRACTOR'S HUMAN RESOURCES AND PAYROLL RESPONSIBILITIES

10.1.3.2.1 Contractor shall compensate Participants at an hourly wage equal to or more than the prevailing minimum wage in the City of employment, County of Los Angeles, or the State of California, whichever is greater. Contractor shall also provide fringe benefits, as required by law, including paid federal holidays. [2006 OAA Amendments]. Fringe benefits must be provided uniformly to all Participants within a project or subproject. Participants must be paid for hours spent in orientation, training and time spent working in the assigned community service employment activity. [20 CFR 641.535(a)(1)].

10.1.3.2.2 Contractor shall ensure that Work Sites adhere to Participant "break in participation" parameters. A "break in participation" is personal leave or sick leave without pay for SCSEP Participants, which may impact durational limit dates. An approved break in participation may not exceed thirty (30) days (except for worker's compensation injuries) and must be approved in advance. Leaves of three (3) days or less must be approved by the Work Site Supervisor. Leaves of four (4) days or more must be approved by the Work Site Supervisor and Contractor. Failure to return to the training site in thirty (30) days may result in a Participant's involuntary termination from SCSEP. For medical leave reasons, a doctor's return-to-work release is required before a Participant returns to the assigned Work Site. Failure to provide such documentation can result in a Participant's involuntary termination from SCSEP.

10.1.3.2.3 As required by Section 504 of Title V and Section 641.565(b)(1)(iii) of the SCSEP regulations, Contractor shall provide worker's compensation coverage for all SCSEP Participants. If a Participant is injured at a Work Site, or develops a medical condition related to the community assignment, Contractor shall immediately notify the Work Site Supervisor and County. Work Sites shall complete the necessary forms for submission to the Contractor as referenced in *Appendix B-5, Exhibit 6*. Contractor shall submit the forms using the State Compensation Insurance Fund (SCIF) ID and password at www.statefundca.com/statecontracts or fax to the Customer SCIF Service Center at 800-371-5905.

10.1.3.2.3.1 A worker's compensation injury is considered an approved break in participation. Contractor shall make every effort to return the injured Participant who has been released by a doctor to the prior Work Experience assignment. If the assignment is no longer available or appropriate, Contractor shall make every effort to locate a suitable assignment within the same Work Site or different Work Site. If Contractor has met the maximum participant enrollments allowed per

funding allocation and cannot accommodate the Participant at the time of the doctor's return-to-work release, the Participant shall be placed on a SCSEP Participant waiting list, which shall be maintained and monitored by the Contractor. Contractor shall make the waiting list available to County upon request.

10.1.3.2.4 Contractor shall offer Participants the opportunity to receive physical examinations annually at no cost to them. Physical examinations are a fringe benefit and not a criterion for eligibility in the SCSEP. The examining physician must provide (to the Participant only) a written report of the results of the examination. Participants may, at their option, provide the Contractor with a copy of the report. Participants may choose not to accept the physical examination. In that case, Contractor shall document this refusal through a signed statement. Contractor has sixty (60) working days from the time of Participant's enrollment to obtain proof of physical examination or proof of refusal of physical exam.

10.1.3.2.4.1 Contractor shall pay for the physical examinations out of the funding allotment set aside for Participant wages or through Participant's own health insurance plan (if preferred by Participant).

10.1.3.2.4.2 Contractor shall maintain copies of physical examination reports provided to them by Participant(s) in a separate private and confidential file and comply with all Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements of privacy, and associated requirements, with the maintenance of health-related information.

10.1.3.2.5 Contractor shall ensure volunteer work should not occur in the Work Site where the Participant is assigned. In the context of an assignment, it is often very difficult to determine whether volunteer work is truly voluntary. Wage and hour laws would require payment of such labor for an employee (that is, an

employer cannot pay an employee for certain hours of work and accept additional hours of work as volunteered), and the SCSEP regulations require that Participants be paid for all community service work. For these reasons, the Participant should be told to volunteer at an organization other than his or her own Work Site if the Participant has extra time and energy.

10.1.3.2.6 Contractor also agrees to ensure that Participants are assigned to work the minimum number of hours per week and does not exceed the maximum number of work hours allowed by SCSEP regulations. Typically, a Participant will work 20 hours per week. A Participant's community service assignment shall not exceed 1,300 hours during a 12-month contract period. The 1,300 hours include paid hours of orientation, training, sick leave, and vacation. Additionally, Contractor shall ensure that each Participant has safe and healthy working conditions at his or her work/training site, the Participant is oriented to the Work Site, the Work Site Supervisor reviews job expectations and training opportunities, provides a written job description, and reviews with Participant the Work Site's policies and procedures and its Employee Handbook, if available.

10.1.3.2.7 Contractor shall ensure SCSEP Participants receive paid sick leave as defined in AB1522 Healthy Workplaces, Healthy Families Act:

10.1.3.2.7.1 An employee who works in California for 30 or more days within a year from the beginning of employment is entitled to paid sick leave.

10.1.3.2.7.2 Paid sick leave accrues at the rate of one hour per every 30 hours worked, paid at the employee's regular wage rate. Accrual shall begin on the first day of employment or July 1, 2015, whichever is later.

10.1.3.2.7.3 Accrued paid sick leave shall carry over to the following year of employment and may be capped at 48 hours or 6 days. However, subject to specified conditions, if an employer has a paid sick leave, paid leave or paid time off policy (PTO) that

provides no less than 24 hours or three days of paid time off, no accrual or carry over is required if the full amount of leave is received at the beginning of each year in accordance with the policy.

10.1.3.2.7.4 An employee may use accrued paid sick days beginning on the 90th day of employment.

10.1.3.2.7.5 An employer shall provide paid sick days upon the oral or written request of an employee for themselves or a family member for diagnosis, care or treatment of an existing health condition or preventive care, or specified purposes for an employee who is a victim of domestic violence, sexual assault, or stalking.

10.1.3.2.7.6 An employer may limit the use of paid sick days to 24 hours or three days in each year of employment.

10.1.3.2.7.7 Retaliation or discrimination against an employee who requests paid sick days or uses paid sick days or both is prohibited. An employee can file a complaint with the Labor Commissioner against an employer who retaliates or discriminates against the employee.

10.1.3.2.8 Contractor shall ensure that pursuant to California Election Code, Section 14000, SCSEP Participants are allowed to have time off to vote. SCSEP Participants, who do not have sufficient time beyond their regular training or work schedule, may request unpaid time off to vote in a Statewide Election. Upon the Work Site supervisor approval, SCSEP Participants shall use time off at the beginning or end of their regular training shift. SCSEP Participants must give prior notice to their immediate training/work site Supervisor prior to the election day of the need to take time off. In addition, poll worker participation shall not be paid by Contractor.

10.1.3.2.9 Contractor is required to handle all payroll (wages and fringe benefits) of the SCSEP Participants. Contractor shall adhere to the reporting responsibilities as

specified in *Contract, Sub-Paragraph 9.18. (Information Technology, Security and Privacy Requirements)* and *Sub-Paragraph 9.23 (Fiscal Reporting Requirements)*.

10.1.3.2.9.1 Contractor shall promptly forward payroll taxes, certificates of insurance and contributions, including State Disability Insurance, Social Security, Unemployment Insurance, Old Age Survivors Insurance and federal and state tax withholdings, to designated governmental agencies. Contractor shall adhere to the reporting responsibilities as specified in *Contract, Sub-Paragraph 9.18. (Information Technology, Security and Privacy Requirements)* and *Sub-Paragraph 9.23 (Fiscal Reporting Requirements)*.

10.1.3.2.10 Contractor shall observe all applicable local, State, and federal health and safety standards. Contractor shall ensure that all SCSEP Participants and Contractor 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 working conditions that are unsanitary, hazardous or otherwise detrimental to a person's health or safety.

10.1.3.3 **POLITICAL ACTIVITIES**

10.1.3.3.1 Contractor shall ensure that a notice is posted at each Work Site and made available to each Participant a written explanation of allowable and unallowable political activities. Notices shall state that Participants may engage freely in the political process with the following exceptions:

10.1.3.3.1.1 Participants may not engage in partisan or nonpartisan political activities on the job;

10.1.3.3.1.2 Participants may not present themselves as a spokesperson for SCSEP while engaged in political activity; and

10.1.3.3.1.3 Participants may not be assigned to the office of a Member of Congress, a state or local legislator, or to any staff of a legislative committee.

10.1.3.4 **SCSEP DATA REPORTING SYSTEM**

10.1.3.4.1 Contractor shall enter Participant data into DOL's SCSEP Performance and Results QPR System (SPARQ) using the Web-Based Data Collection System (WDCS) portion of SPARQ on an on-going, daily basis, as updates and activities occur. Contractor must review and clear errors in the WDCS. The data must be timely, complete, accurate, and verifiable.

10.1.3.4.2 Contractor shall train and orient staff on data collection and reporting requirements.

10.1.3.4.3 Contractor shall review Management Reports in accordance with U.S. Department of Labor (DOL) requirements to ensure accuracy of data inputted into the WDCS. Management Reports must be reviewed monthly.

10.1.3.4.4 Contractor shall submit to County Data Quality Reports (DQRs) in accordance with DOL requirements to ensure accuracy of data inputted into the WDCS. DQRs must be reviewed monthly.

10.1.3.4.5 Contractor shall submit all requests for a Transfer/Change utility transaction in SPARQ to County for prior approval.

10.1.3.5 **ELDER ABUSE REPORTING**

10.1.3.5.1 Contractor shall report any and all suspected abuse of SCSEP Participants that are 65 years of age or older, or SCSEP Participants that are a dependent adult 55 to 64 years of age, to the County of Los Angeles Adult Protective Services (APS) Program by calling (877) 4-SENIORS (477-3646) and report within the same day to the County assigned Contract Project Monitor. Circumstances that require reporting are as follows:

10.1.3.5.1.1 Physical abuse (including sexual abuse);

10.1.3.5.1.2 Abandonment;

- 10.1.3.5.1.3 Abduction;
- 10.1.3.5.1.4 Isolation;
- 10.1.3.5.1.5 Financial Abuse;
- 10.1.5.5.1.6 Neglect, including self-neglect;
- 10.1.5.5.1.7 Known or suspected incidents of treatment resulting in physical harm or pain; or
- 10.1.5.5.1.8 Deprivation by a care custodian of goods or services necessary to avoid physical harm.

10.1.5.5.2 Voluntary reporting of other types or abuse, i.e. mental abuse, is also recommended.

11.0 BRANDING

- 11.1 Contractor shall adhere to the current and, if applicable, subsequent name for the County workforce system of providing employment and training through the Workforce Innovation and Opportunity Act (WIOA) partnerships and various other local programs as "America's Job Center of CaliforniaSM" (service marks are regulated by the law of "Unfair Competition." At the federal level, service mark infringement is governed by the "Lanham Trademark Act of 1946 (15 U.S.C.A. § 1051 et. seq.). At the state level, service mark infringement is governed by analogous "Intellectual Property" statutes that have been enacted in many jurisdictions.
- 11.2 Contractor shall agree to place the America's Job Center of California logo, in accordance with the State of California and County guidelines for such use, on all public materials such as statements, press releases, brochures, electronic resources, advertisements, reports, and other documents describing projects or programs funded in whole or in part with WIOA funds.
- 11.3 Contractor shall not use the America's Job Center of California logo in any manner that would imply that the State of California or County endorses a commercial product, service, or activity.
- 11.4 Contractor shall use only the full name assigned by County inclusive of the Comprehensive AJCC or AJCC, and include the trademark approved by DOL, State of California and the LACWDB to identify the site and all related materials; Contractor shall not use Contractor's legal name or "dba".

11.5 Contractor shall communicate and coordinate local outreach, branding, and promotional strategies and shall support County led and supported outreach initiatives.

11.6 County will provide Contractor with a Branding package, upon award of Contract and will provide further Branding instructions through directive.

12.0 INTENTIONALLY OMITTED

13.0 INTENTIONALLY OMITTED

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 of Contractor’s new green initiatives prior to the contract commencement.

15.0 PERFORMANCE REQUIREMENTS SUMMARY

15.1 All listings of Services used in the Performance Requirements Summary (PRS) chart (see *Exhibit 3 of Appendix B-5, SCSEP SOW Exhibits – Performance Requirements Summary Chart*) are intended to be completely consistent with this Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between Services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

15.1.1 Contractor shall enroll the number of Participants delineated in *Appendix B-5, SCSEP SOW Exhibits, Exhibit 4, Performance Measures & Goals*.

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

15.1.3 Contractor also acknowledges that at the start of each Program Year (PY) performance standards or goals are set by the United States Department of Labor (DOL), California Department of Aging (CDA), California Employment Development Department (EDD), and LACWDB, which Contractors are required to meet.

15.1.4 Contractor shall meet the annual negotiated performance measures established by the U. S. Department of Labor, which currently (subject to change) include the following indicators:

15.1.4.1 CORE PERFORMANCE

- 15.1.4.1.1 Hours of Community Service
- 15.1.4.1.2 Number of Eligible Individuals Enrolled
- 15.1.4.1.3 Number of Priority Population Enrolled
- 15.1.4.1.4 Number of Most-in-Need Individuals Served
- 15.1.4.1.5 Entry into Unsubsidized Employment
- 15.1.4.1.6 Retention in Unsubsidized Employment (6 months)
- 15.1.4.1.7 Average Earnings

15.1.4.2 ADDITIONAL PERFORMANCE

- 15.1.4.2.1 Retention in Unsubsidized Employment (12 months)
- 15.1.4.2.2 Customer Satisfaction (Participant, Employer, and Work Site)
- 15.1.4.2.3 Entry into Volunteer Work

15.1.5 Contractor acknowledges that in addition to the SCSEP mandated measures, Contractor shall be held to the DOL WIOA Accountability Measures when SCSEP Participants are co-enrolled in the WIOA ADW Program. Contractor further acknowledges that the DOL WIOA Accountability Measures are calculated on a quarterly basis and finalized at the end of each PY. These measures include program data from multiple Program Years as they are used by the federal government to evaluate the efficacy of the WIOA Program. WIOA program performance is measured by the PY that begins on July 1st and ends on June 30th. Contractor further acknowledges the County SCSEP Performance Measures, in combination with, and including the DOL Measures, which will be reflected *Contract, Exhibit X, SCSEP Cumulative Performance & Financial Goals*, gauge key program performance indicators, including evaluation of Contractor performance in the following:

15.1.5.1 DOL ACCOUNTABILITY MEASURES

- 15.1.5.1.1 Entered Unsubsidized Employment Rate (2nd Quarter after Exit)
- 15.1.5.1.2 Entered Unsubsidized Employment Rate (4th Quarter after Exit)
- 15.1.5.1.3 Median Earnings
- 15.1.5.1.4 Attainment of a Recognized Post-Secondary Credential or Secondary School Diploma (during participation or within 1 year after exit and only if also obtaining or retaining employment or in education or training program)

leading to a recognized postsecondary credential within 1 year after exit);

15.1.5.1.5 In-Program Measurable Skills Gain

15.1.5.1.6 Indicators of Effectiveness in Serving Employers

15.1.6 Contractor shall measure Participant outcomes by obtaining, tracking, and reporting the performance data of the core indicators for its Participants. DOL, State, or County, in conjunction with the LACWDB and/or the Los Angeles County Board of Supervisors, may establish additional performance measures that Contractor shall comply with once the additional measures are promulgated.

15.1.6.1 Contractor shall, at a minimum, be held to the yearly DOL Accountability Measures, as published by the State, regardless of when the State notifies County of the required measures.

15.1.7 Contractor performance will be reviewed by County on a quarterly basis at a minimum.

15.1.7.1 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.

15.1.7.2 At 12 months from award of Contract, if annual performance goals are not met, Contractor will be placed on probation in accordance with *Contract, Sub-paragraph 8.15 (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.

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

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

15.1.7.5 Contractor acknowledges that 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 databases that track/monitor performance history, as further defined in *Contract, Sub-paragraph 4.3*.

15.1.7.6 Any such report as referenced above shall include improvement/corrective action measures taken by County and Contractor.

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

15.1.7.7 Contractor acknowledges that satisfactory performance under this Contract does not automatically guarantee any renewal or extended performance and that any such decision to offer a renewal or extension lies solely with County.