



**COUNTY OF LOS ANGELES
WORKFORCE DEVELOPMENT,
AGING AND COMMUNITY SERVICES**

**SOCIAL ENTERPRISE EMPLOYMENT AND TRAINING
PROGRAM SERVICES STATEMENT OF WORK**

APPENDIX K

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APPENDIX K: SOCIAL ENTERPRISE EMPLOYMENT AND TRAINING PROGRAM

STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 INTRODUCTION

- 1.1.1 This Statement of Work (SOW) establishes the minimum required tasks and Services (Services) Contractor shall provide in support of the Social Enterprise Employment and Training Program (Program).
- 1.1.2 The Services shall benefit adults (individuals aged 18 years and older), including, but not limited to, dislocated workers, low-income individuals, recipients who receive, or are a member of a family that receives CalWORKs/TANF/CalLEARN benefits, recipients of General Relief or other public assistance, low income Participants, Veterans, re-entry/formerly incarcerated, unemployed, underemployed, and at-risk populations.
- 1.1.3 The Services may also benefit Youth (individuals ages 14 to 24), including, but not limited to, current, former and emancipated Foster youth; probation youth; homeless youth; Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ) youth; and other underserved youth, as directed by County.
- 1.1.4 These Services shall benefit Targeted Workers, as defined by Los Angeles County Board of Supervisors Board Motion adopted September 6, 2016. A Targeted Worker is a resident of the County who has indices of career-limiting circumstances, specifically, one or more of the following: (1) has a documented annual income at or below 100 percent of the Federal Poverty Level; (2) no high school diploma or GED; (3) a history of involvement with the criminal justice system; (4) protracted unemployment; (5) is a current recipient of government cash or food assistance benefits; (6) is homeless or has been homeless within the last year; (7) is a custodial single parent; (8) is a former foster youth; or (9) is a Veteran, or the eligible spouse of a Veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C. 4215[a]).
- 1.1.5 Contractor understands County may release Work Orders with detailed Services needs from time to time identifying the specific Services needs County is seeking in accordance with this SOW and the terms of the Master Agreement. Contractor acknowledges that to participate in a Work Order, it shall be required to submit a Work Order bid proposal for consideration by County, but that under the terms of the Master Agreement, no work is guaranteed to Contractor absent a successful Work Order bid.

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 Sample Master Agreement, Exhibit F – Work Orders, Section IV, Modifications, as applicable.
- 2.1.2 Contractor shall inform County in writing and receive written County approval at least 60 days prior to a relocation of Contractor’s location(s).
- 2.1.3 Services or work hours shall not be modified or terminated throughout the entire Master Agreement term. Should an emergency need arise County must be notified immediately as described in Master Agreement, Subparagraph 9.25, Unusual Occurrences and Crime, and the request for Services 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 Master Agreement, Subparagraph 8.1, Amendments.

3.0 QUALITY CONTROL

3.1 QUALITY CONTROL PLAN

- 3.1.1 Contractor shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure County a high level of service will be provided consistently throughout the term of the Master Agreement. The Plan shall be submitted to the County Compliance Manager for review. Contractor shall follow the procedures set forth in section 4.0, 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 Master Agreement 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 Appendix H, Sample Master Agreement, Subparagraph 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.

4.0 QUALITY ASSURANCE PLAN

4.1 County shall evaluate Contractor's performance under this Master Agreement using the quality assurance procedures as defined in Sample Master Agreement, Subparagraph 8.14, County's Quality Assurance Plan, and as specified below.

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 Master Agreement are met. A copy must be provided to County's Compliance Manager (CCM) on the Master Agreement 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, and any Work Orders issued pursuant to this SOW and Master Agreement. 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 CCM 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 Services.

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 Master Agreement.

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 QAP requirements are not met, the CCM may, in addition to all other remedies available under this Master Agreement, 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.

- 4.3.2 Contractor shall not utilize any employee or sub-contractor whose work has been deemed deficient and unacceptable by the CCM.
- 4.3.3 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 CCM 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, 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).
- 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 inside or outside of Los Angeles County 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 COUNTY OBSERVATIONS

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

5.0 DEFINITIONS

- 5.1 **For a listing of Definitions for this Program, refer to Appendix H, Sample Master Agreement, Exhibit H, 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 County will administer the Master Agreement according to Appendix H, Sample Master Agreement, Paragraph 6.0, Administration of Master Agreement. Specific duties will include:

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

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

6.1.1.1.3 Preparing Amendments in accordance with Appendix H, Sample Master Agreement, Subparagraph 8.1, Amendments.

6.2 CONTRACTOR ADMINISTRATIVE DUTIES

6.2.1 Contractor(s) shall have staff that are knowledgeable and capable of handling administrative tasks and duties associated with executing the Master Agreement, including Services specified herein or in a Work Order issued pursuant to this SOW and Master Agreement. This includes staff responsible for administrative functions of contract management; financial, fiscal, and accounting functions; and human resources. Staff conducting administrative functions may be employees or staff of Contractor, or may be a vendor or sub-contractor that Contractor procures to handle administrative functions. It is Contractor's obligation to ensure that staff performing administrative functions possess the following attributes and responsibilities:

6.2.1.1 For purposes of communicating with County staff, ability to speak/read/write/understand English fluently. When communicating with Participants, see Section 6.6, Multilingual and Multicultural Capabilities of Contractor Staff, below;

6.2.1.2 Staff that handle Management functions under the Master Agreement or this SOW or any Work Orders issued shall have demonstrable experience managing Local, State and Federal funded grants and contracts, proving the capability to manage the Master Agreement effectively and efficiently. Employee(s) handling Master Agreement management shall conduct monitoring for agreement compliance; implement continuous quality control procedures including management of corrective action plans; ensure achievement of all Master Agreement and Work Order objectives; keep appropriate records in an auditable manner, and ensure that Contractor meets/exceeds all Master Agreement performance standards in accordance with the applicable sections of Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225, and 230; and

6.2.1.3 Employee(s) that handle fiscal functions shall have the proper have accounting experience at a level performing the fiscal functions related to Federal grants management including invoicing and payroll; ability and experience in reporting accruals; ability and experience in the development of cost allocation plans; and ability and experience interpreting and executing the accounting, fiscal, and policy requirements and directives required to properly execute Services, including, but not limited to: Office of Management and Budget (OMB) regulations, Generally Accepted Accounting Principles (GAAP), applicable Code of Federal Regulations (CFR) sections, and Generally Accepted Government Auditing Standards (GAGAS).

6.3 CONTRACTOR STAFF TRAINING

- 6.3.1 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, including cross-training of staff to ensure program and team success and performance.
- 6.3.2 Contractor shall develop and implement a 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.
- 6.3.3 Contractor's Operations 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 additional 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.
- 6.3.4 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.
- 6.3.5 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 Master Agreement, and may result in further action pursuant to Appendix H, Sample Master Agreement, Subparagraph 9.12, Probation and Suspension, and any other applicable remedies.

6.4 IDENTIFICATION

6.4.1 Contractor shall ensure their employees and any volunteers are appropriately identified as set forth in Appendix H, Sample Master Agreement, Subparagraph 7.4, Subrecipient's Staff Identification.

6.5 MATERIALS AND EQUIPMENT

6.5.1 The purchase of all materials/equipment to provide needed Services is the sole responsibility of Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees and volunteers.

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

6.6 MULTILINGUAL AND MULTICULTURAL CAPABILITIES OF CONTRACTOR STAFF

6.6.1 Contractor must 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 or multilingual in one or more of Los Angeles County's threshold languages of Arabic, Armenian, Chinese (Mandarin or Cantonese), Farsi, Khmer (Cambodian), Korean, Russian, Spanish, Tagalog (Filipino), Thai and Vietnamese or American Sign Language, should one or more of these languages be a predominant language used in the community served by Contractor.

6.6.2 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.

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

6.6.4 Contractor shall not require any Participant to provide his/her own interpreter. 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 HOURS/DAYS OF WORK

7.1 Contractor's staff shall be available to all Clients, potential Clients, referral sources, as well as County on a minimum five (5) days per week (Monday through Friday) basis, eight (8) working hours per day for the hours of 8:00 a.m.

to 5:00 p.m. (not including County recognized holidays). A list of County recognized holidays is provided in Appendix L (County Recognized Holidays).

- 7.2 Contractor is to provide County advance written notice and request prior approval from County in writing for any site closure or disruption of Services for any non-County recognized holidays (i.e., vacations, city shut-downs or religious holidays). 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. An action plan must be approved by County prior to implementation.
- 7.3 Contractor shall also ensure that personal telephone contact with Contractor's staff is available to Clients, potential Clients, as well as County, during Contractor's hours of operation. Contractor shall also ensure that each office location has a telephone answering machine or voice mail in place during off-business hours. Contractor's staff shall check and respond to all messages in a timely manner but not to exceed forty-eight (48) hours within receipt of the call.
- 7.4 Contractor's hours of operation, Program schedules, and contact information shall be included in relevant, printed outreach materials such as flyers and posters.

8.0 WORK SCHEDULES

- 8.1 Contractor shall submit for review and approval a work schedule for each facility to the County's Program Manager within fourteen (14) business days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going specific tasks and task frequencies. The schedules shall list when the tasks will be performed by, time frames, day of the week, and month.
- 8.2 Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County's Program Manager for review and approval within fourteen (14) business days prior to scheduled time for work.
- 8.3 County may request, at its sole discretion, a deviation of regular work schedule to address site/task demands.
- 8.4 In the event of extraordinary incidents, unusual occurrences, natural disasters or crime, including but not limited to repairs, modifications, refurbishment, fumigation, or replacement of facility(ies), vandalism, acts of God, and third party negligence, Contractor must have an emergency plan in place to ensure that there is no disruption in Program Services.

9.0 UNSCHEDULED WORK

- 9.1 County's Program Manager or designee may authorize Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, modify or refurbish existing facilities. In the event of an emergency, County may request at its sole discretion, that Contractor provide Services beyond regular hours of operation.

- 9.2 Prior to performing any unscheduled work, Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds Contractor's estimate, County must approve the excess cost for County facilities and/or equipment. In any case, no unscheduled work shall commence without written authorization from County.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Contract Manager for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Contract Manager within five (5) working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

10.0 SPECIFIC WORK REQUIREMENTS

- 10..1 Contractor shall provide Services and/or employment to Los Angeles County Board of Supervisors-designated "Targeted Workers." A Targeted Worker is a resident of the County with career-limiting circumstances, specifically, one or more of the following:
 - 10.1.1 has a documented annual income at or below 100 percent of the Federal Poverty Level;
 - 10.1.2 no high school diploma or GED;
 - 10.1.3 a history of involvement with the criminal justice system;
 - 10.1.4 protracted unemployment;
 - 10.1.5 is a current recipient of government cash or food assistance benefits;
 - 10.1.6 is homeless or has been homeless within the last year;
 - 10.1.7 is a custodial single parent;
 - 10.1.8 is a former foster youth; or
 - 10.1.9 is a Veteran, or is the eligible spouse of a Veteran of the United States armed forces, under Section 2(a) of the Jobs for Veterans Act (38 U.S.C 4215[a]).
- 10.2 Contractor shall ensure all Participants register through the State Labor Exchange System (currently CalJOBS), or successor system, to properly

determine and record program eligibility and tracking of subsequent Services provided to Participants.

- 10.3 Contractor shall ensure all eligible Participants register with an American Job Center of California operating in the Los Angeles County Workforce Development Area, for additional employment, training and supportive Services, as directed by the County.
- 10.4 Contractor shall provide eligible individuals with an initial assessment that will guide and substantiate the need and the potential benefit of Program Services, as directed by County.
- 10.5 Contractor shall enroll and provide career and training Services to any additional eligible Participants identified and/or directly referred by County.
- 10.6 Contractor shall customize Services to meet the needs of individual Participants and Employer Participants, as directed by County.
- 10.7 Contractor shall be held to outcome-driven performance to substantiate Services provided to Participants, as directed by County. Emphasis shall be placed on training activities and unsubsidized employment placements in in-demand occupations with career paths in high growth sectors.
- 10.8 Contractor shall maintain proper eligibility documentation and case files to substantiate eligibility for Services are met. Additionally, all documentation shall be held in accordance with the Record Retention requirements outlined in Appendix C, Sample Master Agreement, Sub-paragraph 8.38, Record Retention, Inspection and Audit Settlement.
- 10.9 Contractor shall provide any necessary support Services, as directed by County.
- 10.10 Contractor shall provide any necessary training Services, as directed by County.
- 10.11 Contractor shall ensure participants are linked to jobs with career pathways in in-demand occupations, as directed by County.
- 10.12 Contractor shall ensure that each Participant shall, at the time of eligibility determination and for the duration of their participation, be a citizen of the United States, or an eligible non-citizen, as determined by Right-to-Work requirements, including the completion of United States Citizenship and Immigration Services (USCIS) Form I-9, as directed by County.
- 10.13 Contractor shall ensure that it meets the particular qualifications and requirements of the Work Order it responds to.

11.0 GREEN INITIATIVES

11.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

11.2 Contractor shall notify County of Contractor’s new green initiatives prior to the contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

12.1 Contractor shall serve the number of customers and enroll the number of Participants as prescribed by County.

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

12.3 Contractor shall measure Participant outcomes by obtaining, tracking, and reporting the performance data of the core indicators for its Participants. County may establish additional performance measures that Contractor shall comply with once the additional measures are promulgated.

12.4 In addition, individual Work Orders may contain specific performance requirements or measurements unique to those Work Orders.