

COUNTY OF FRESNO

REQUEST FOR PROPOSAL

NUMBER: 952-5452

CALWORKS EMPLOYMENT SERVICES

Issue Date: February 26, 2016

Closing Date: **APRIL** 1, 2016

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Shannon W. Kirby,
phone (559) 600-7116 or e-mail countypurchasing@co.fresno.ca.us.

Check County of Fresno Purchasing's website at
<https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx>
for any future addenda.

Please submit all Proposals to:
County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

Undersigned agrees to furnish the commodity or service stipulated in the attached response at the prices and terms stated, subject to the attached "County of Fresno Purchasing Standard Instructions And Conditions For Requests For Proposals (RFP's) And Requests For Quotations (RFQ's)".

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()

TELEPHONE NUMBER

()

FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNATURE (IN BLUE INK)

PRINT NAME

TITLE

PURCHASING USE: SWK:ssj

ORG/Requisition: 56107001 / 5611601286

COUNTY OF FRESNO PURCHASING

STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing stated within this document. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) **ISSUING AGENT/AUTHORIZED CONTACT:** This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of

contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and

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Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.
- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in

default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.

- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

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17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599 and in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFP/RFQ contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information,

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data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (**second floor**), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

| | |
|-------------------------------|------------------------------------|
| January 1* | New Year's Day |
| Third Monday in January | Martin Luther King, Jr.'s Birthday |
| Third Monday in February | Washington - Lincoln Day |
| March 31* | Cesar Chavez' Birthday |
| Last Monday in May | Memorial Day |
| July 4* | Independence Day |
| First Monday in September | Labor Day |
| November 11* | Veteran's Day |
| Fourth Thursday in November | Thanksgiving Day |
| Friday following Thanksgiving | |
| December 25* | Christmas |

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

24. FRESNO COUNTY BOARD OF SUPERVISORS ADMINISTRATIVE POLICIES:

ADMINISTRATIVE POLICY NUMBER 5

Contract Salary Limitation Fresno

County Administrative Policy No. 5 provides that in contracts with non-profit organizations that primarily serve Fresno County and professional service contracts where Fresno County is the sole client, the contractors must agree to the following contract language: "The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of the agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno." Any bidder that wishes an exemption from this contract requirements must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors can approve such exemption.

Policy Statement: Contractors shall be limited to a maximum 15% administrative cost as compared to the total program budget and employee benefits shall be limited to a maximum of 20% of salaries.

The following language will be included in each applicable contract:

"The contractor agrees to limit administrative cost to a maximum of 15% of the total program budget and to limit employee benefits to a maximum of 20% of total salaries for those employees working under this agreement during the term of this agreement. Failure to conform to this provision will be grounds for contract termination at the option of the County of Fresno."

The above provision shall be applied to renewal or multi-year contracts with non-profit organizations which primarily serve Fresno County and professional services contracts where

Fresno County is the sole client, such as:

- Community based organization service contracts related to social services, health services, or probation services.
- Cultural art program contracts.
- Professional services contracts.

This policy will not apply to contracts between the County and the Federal or State governments; or one-time contracts. The Board of Supervisors will consider exemptions to this policy only upon the recommendation of the County Administrative Office.

Management Responsibility: It shall be the responsibility of any County official authorized by the Board of Supervisors to execute contracts or enter into agreements on behalf of the County to review all applicable contracts to insure that this policy is fully enforced.

It shall be the responsibility of the County Administrative Officer to review requests for exemptions to this policy and to make recommendations to the Board of Supervisors on such requests for exemption.

ADMINISTRATIVE POLICY NUMBER 34

Competitive Bids and Requests for Proposals

Fresno County Administrative Policy No. 34 provides that no person, firm or subsidiary thereof who has been awarded a consulting services contract by the County, may submit a bid for, or be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. Any bidder that wishes an exemption from this contract limitation must set forth the request for exemption, as well as a complete explanation of why the exemption should be granted, in the bidder's response to the RFP. Only the Board of Supervisors, on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County, can waive this policy.

Definitions: Purchasing Authority and Responsibility – In accordance with the State of California Government Code Section 25500 et seq., and the Fresno County Ordinance Code Chapter 2.56, the Board of Supervisors has established a County Purchasing Agent. The Board has designated the County Administrative Officer as the Purchasing Agent. Unless otherwise restricted, all necessary authority and responsibility has been delegated to the Purchasing Agent to satisfy the acquisition requirements of the County. The Purchasing Agent may defer day-to-day acquisition management to the Purchasing Manager as appropriate.

Policy Statement: Competitive bids or requests for proposals shall be secured for all contracts for goods or services which are proposed to be acquired by the County except when in unusual or extraordinary circumstances, a department head, requests an exception to competitive bidding. All such requests must be documented by the department head including a detailed description of the facts justifying the exception. The

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request must receive concurrence of the procurement authority who will sign that particular contract i.e. the Board of Supervisors or Purchasing Agent/Purchasing Manager. The following circumstances are examples which constitute "Suspension of Competition":

- In an emergency when goods or services are immediately necessary for the preservation of the public health, welfare, or safety, or for the protection of County property.
- When the contract is with a federal, state, or local governmental agency.
- When the department head, with the concurrence of the Purchasing Agent, finds that the cost of preparing and administering a competitive bidding process in a particular case will equal or exceed the estimated contract amount or \$1,000 whichever is more.
- When a contract provides only for payment of per diem and travel expenses and there is to be no payment for services rendered.
- When obtaining the services of expert witnesses for litigation or special counsel to assist the County.
- When in unusual or extraordinary circumstances, the Board of Supervisors or the Purchasing Agent/Purchasing Manager determines that the best interests of the County would be served by not securing competitive bids or issuing a request for proposal.

Contracts for services should not usually cover a period of more than one year although a longer period may be approved in unusual circumstances. Multiple year contracts must include provisions for early termination and must be contingent on available funding. Unless exempted as provided for above, no contract for service shall extend, either by original contract or by extension, beyond three years unless competitive bids have been sought or a Request for Proposal has been processed.

During any competitive bidding procedure, all bids shall be opened publicly and the dollar amount of each bid shall be read aloud. Under no circumstance shall a bid which is received at the designated place of opening after the closing time be opened or considered.

Contracts for goods or services shall not be effective until approved by the Board of Supervisors or, if appropriate, the Purchasing Agent/Purchasing Manager. Contractors and vendors shall be advised by the responsible department head that performance under the contract may not commence prior to such approval.

Medical Professional Contracts

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent physicians contracting with the County on a fee for service basis.

A salary survey for physician services shall be conducted every two years.

Contracts for physician services shall not extend, either by original contract or by extension, beyond five years unless competitive bids have been sought or unless exempted as provided above.

Contracts for Legal Services

The competitive recruitment process, annual performance evaluation, and periodic salary surveys are equivalent to competitive bids for independent law firms and attorneys contracting with the County on a fee for service basis.

A salary survey for legal services shall be conducted every two years.

The selection of and contracting with firms to provide legal services shall be

coordinated through the County Counsel's Office. The County Counsel shall assist in securing a law firm with the requisite legal expertise and price structure that would provide the best service to the County. County Counsel shall be involved throughout the process of selecting a firm, developing a contract, and monitoring the billing and services provided throughout the contract period.

Prohibited Bids Concerning End Product of Consulting Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract by the County, shall be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This policy may be waived by the Board of Supervisors on a four-fifths (4/5) vote finding that such waiver is in the best interests of the County.

Management Responsibility: The County Administrative Officer is responsible for preparing and issuing written procedures to assure compliance with this policy by all County officials and departments.

ADMINISTRATIVE POLICY NUMBER 71

Prohibiting the Use of Public Funds for Political Advocacy

Fresno County Administrative Policy No. 71 provides that no County assets, including money, shall be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot. No contract entered into by the County shall provide for use of County monies for political campaigns.

Policy Statement: Government assets, including money, grant funds, paid staff time, equipment and supplies, facilities or any other government asset shall not be used for political campaigns of any type. Political campaigns are defined as political advocacy for or opposition to a matter or person that has qualified for the ballot.

Management Responsibility: Department Heads shall be held responsible for ensuring that government assets within their control are not used to advocate for or against any matter or person that has qualified for the ballot.

This section does not prohibit the expenditure of government assets to create and provide informational or educational materials regarding a matter that has qualified for the ballot. Such information or educational materials shall provide a fair, accurate and impartial presentation of relevant information relating to the matter that has qualified for the ballot. However, government assets shall not be expended to create and provide such informational or educational materials in the 90 days prior to the election unless specifically authorized by the Board of Supervisors or required by the Public Records Act or other law.

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OVERVIEW

The County of Fresno, on behalf of the Department of Social Services (DSS) is requesting proposals from qualified vendors to provide California Work Opportunity and Responsibility to Kids (CalWORKs) participants in the Welfare-To-Work (WTW) program with a variety of services for participants to obtain employment including: a) comprehensive vocational training, b) job readiness c) assistance with job search and case management assistance with the components previously identified. The overall goal of Fresno County's CalWORKs WTW Program is to improve the lives of County residents through an integrated system of employment-related services. This comprehensive approach is designed to accomplish the following: increase job skills; provide supportive services to remove employment barriers; provide temporary financial assistance to promote personal responsibility and self-sufficiency; and assist families to transition to full independence. The CalWORKs WTW Program plays an integral role in accomplishing these goals by working toward the following objectives outlined in the County's CalWORKs Plan:

- A. Establish and sustain partnerships among government agencies, schools, businesses, and other local resources to design and subsequently improve the local CalWORKs Program;
- B. Reduce the number of dependent families by providing an array of WTW activities and individual guidance to empower participants to obtain employment leading to long-term self-sufficiency;
- C. Encourage employment and work experience by increasing the number of job placements and earning capability for families receiving assistance; and,
- D. Eliminate the duplication of administrative costs by utilizing and expanding existing training, education, and support services offered by local agencies and organizations.

The intent of the CalWORKs WTW Program is to provide educational and vocational training, and employment services, to all eligible participants, in conjunction with supportive services that will lead to employment, financial self-reliance, and long-term self-sufficiency.

The services requested through this RFP include comprehensive vocational training, job readiness, assistance with job search and case management assistance with components previously identified for WTW participants who have a diagnosed learning disability, have been assessed with a learning disorder, learning difficulty, or have a physical or mental health barrier.

Services received through this RFP must conform to supporting State and Federal legislation and the California Department of Social Services Manual of Policies and Procedures, Eligibility and Assistance Standards, Division 42, Chapter 722 (<http://www.dss.cahwnet.gov/ord/PG302.htm>).

It is expected that the successful bidder will provide all requested services within this RFP. DSS may contract with more than one (1) bidder for all services described within this RFP, unless it is determined by DSS it is beneficial to contract with a single bidder.

Potential number of clients: Where possible, a number of potential referrals are provided for each requested service. The participant projections are based on historical data, and may not be indicative of future participation. DSS cannot guarantee the actual number of referrals or the number of scheduled participants that attend.

Eligible Entities: Eligible bidders must be legally established entities and may include but are not limited to the following: government agencies, non-profit corporations, private for-profit organizations, partnerships or sole proprietorships, and / or faith-based organizations.

Please Note: Bidders must be prepared to provide services throughout the geographical area of the County of Fresno in English and Spanish. At a minimum, services shall be provided in Fresno, Reedley, Selma, Coalinga and Kerman. Bidders shall provide services at venues organized through the bidder. A map of the geographical boundaries of the County of Fresno is located at: <http://www.co.fresno.ca.us/ViewDocument.aspx?id=20601>.

KEY DATES

RFP Issue Date:

February 26, 2016

Vendor Conference:

March 8, 2016 at 10:00 A.M.

Vendors are to contact Shannon W. Kirby at (559) 600-7116 if planning to attend vendor conference.

County of Fresno Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

Deadline for Written Requests for Interpretations or Corrections of RFP:

March 17, 2016 at 10:00 A.M.

E-Mail: CountyPurchasing@co.fresno.ca.us

RFP Closing Date:

April 1, 2016 at 2:00 P.M.

County of Fresno Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

| | |
|----------------|---|
| | Has submitted information identified as Trade Secrets in a separate marked binder.** |
| (Company Name) | |
| | Has not submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record. |
| (Company Name) | |

ACKNOWLEDGED BY:

| | | |
|-------------------------|-------|-----------|
| | () | |
| Signature (In Blue Ink) | | Telephone |
| | | |
| | | |
| Print Name and Title | Date | |
| | | |
| | | |
| Address | | |
| | | |
| | | |
| | | |
| City | State | Zip |

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:
(in blue ink)

Date:

(Printed Name & Title)

(Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County. * **Note: This form/information is not rated or ranked for evaluation purposes.**

☐

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

☐

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature in Blue Ink)

Title

GENERAL REQUIREMENTS

DEFINITIONS: The terms Bidder, Proposer, Contractor, and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal.

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least one hundred eighty (180) days.

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

RETENTION: County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

AWARD/REJECTION: The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

WAIVERS: The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

BIDDERS LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

ACQUISITIONS: The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

OWNERSHIP: The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply.

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to

be performed by the contract, or participated in any way in developing the contract or its service specifications.

4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED: No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation

who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing with the self-dealing transaction or immediately thereafter.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

INSURANCE: Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

- A. Commercial General Liability: Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.
- B. Automobile Liability: Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
- C. Professional Liability: If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.
- D. Worker's Compensation: A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, **Department of Social Services – Barton 3rd Floor, Attn: Howard Hamme, 4499 E. Kings Canyon Road, Fresno, CA 93706**, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

AUDIT AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

DEFAULT: In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

CONFIDENTIALITY: All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

APPEALS: Appeals must be submitted in writing within *seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599 and in Word format to gcornuelle@co.fresno.ca.us. Appeals should address only areas regarding RFP contradictions, procurement errors, proposal rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within *seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

RIGHTS OF OWNERSHIP: The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

BIDDING INSTRUCTIONS AND REQUIREMENTS

ISSUING AGENT: This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

AUTHORIZED CONTACT: All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

VENDOR CONFERENCE: On March 8, 2016 at 10:00 A.M., a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2nd Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Shannon W. Kirby at County of Fresno Purchasing, (559) 600-7116, if they are planning to attend the conference.

NUMBER OF COPIES: Submit **one (1) original and six (6) copies** of your proposal no later than the proposal closing date and time as stated on the front of this document to County of Fresno Purchasing. Each copy to be identical to the original, include all supporting documentation (e.g. literature, brochures, reports, schedules etc.). The cover page of each quotation is to be appropriately marked "Original" or "Copy".

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than March 17, 2016 at 10:00 a.m. Questions must be directed to the attention of Shannon W. Kirby, Purchasing Analyst.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to CountyPurchasing@co.fresno.ca.us.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

SELECTION COMMITTEE: All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods based on mutual written consent. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

PAYMENT: The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

AUDITED FINANCIAL STATEMENTS: Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

CONTRACT NEGOTIATION: The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

NOTICES: All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

EPAYMENT OPTION: The County of Fresno provides an Epay Program which involves payment of invoices by a secure Visa account number assigned to the supplier after award of contract. Notification of payments and required invoice information are issued to the supplier's designated Accounts Receivable contact by e-mail remittance advice at time of payment. To learn more about the benefits of an Epay Program, how it works, and obtain answers to frequently asked questions, click or copy and paste the following URL into your browser: www.bankofamerica.com/epayablesvendors or call Fresno County Accounts Payable, 559-600-3609.

SCOPE OF WORK

The County of Fresno, on behalf of DSS is requesting proposals from qualified vendors to provide comprehensive vocational training, job readiness, assistance with job search and assistance with case management with the components previously identified for qualified CalWORKs WTW adult participants ages 18-59, mandated by law to participate in employment and training services to maintain eligibility to receive cash benefits or those who volunteer to participate. The goal of the requested services is to assist individuals receiving CalWORKs to reach self-sufficiency and transition to independence through long term employment.

A. Target Population

The populations to be served through this RFP have a diagnosed learning disability, have been assessed with a learning disorder through educational test results and / or an appraisal, have a learning difficulty, or a have physical disability or mental health barrier. Participants have the ability to be employed but have limited employment experience, minimal education, and/or need additional skills to become employable. Participants are mandated by law to participate in employment and training services under the CalWORKs WTW program to maintain eligibility to receive cash benefits. Other participants eligible to receive services volunteer to partake in CalWORKs WTW activities. All WTW participants are ages 18-59 and reside throughout the County, including rural areas, and require supportive, vocational and employment services to enhance their ability to compete in the labor market. The WTW participants to be served through this RFP require comprehensive and intensive levels of service due to a diagnosed learning disability, assessed learning disorder, have difficulty learning, a physical disability, mental health issue, are non-English or limited English speaking, and / or have minimal education and work history. WTW participants may have additional barriers including but not limited substance abuse, domestic violence abuse, and / or legal issues. Bidders shall work closely with the DSS Case Managing Job Specialist (CMJS) and DSS contracted vendors to assist participants in addressing additional barriers. Requested services require case management assistance including but not limited to counseling, monitoring and follow-up, and shall be delivered with frequent and open communication with the DSS CMJS.

The learning disability classification includes several areas of functioning in which a person has difficulty learning in a typical manner, usually caused by an unknown factor or factors. While learning disability, learning disorder and learning difficulty are often used interchangeably, they differ. Disorder refers to significant learning problems in an academic area. These problems, however, are not enough to warrant an official diagnosis. Learning disability on the other hand, is an official clinical diagnosis, whereby the individual meets certain criteria, as determined by a professional (psychologist, pediatrician, etc.). The difference is in degree, frequency, and intensity of reported symptoms and problems, and the two should not be confused. When the term "learning disorder" is used, it describes a group of disorders characterized by inadequate development of specific academic, language, and speech skills.

DSS CalWORKs WTW Appraisals

Each CalWORKs WTW participant is required to complete the Online CalWORKs Appraisal Tool (OCAT) administered by DSS. OCAT generates an Appraisal Summary and Recommendations (ASR) which includes the participant's possible barriers; household information; strengths; financial issues; and recommendations for work, education, and barrier removal. The ASR shall be provided for each referred participant to assist the selected bidder(s) to provide individualized services to meet the needs of each participant. A sample of the OCAT ASR is attached as Attachment A. Additional information regarding OCAT can be found at: <http://www.cdss.ca.gov/calworks/PG4860.htm>.

To assist bidders with understanding commonly used CalWORKs WTW terms, a glossary is attached as **Attachment B**.

B. Services Requested

There are four services requested through this RFP: 1) Comprehensive Vocational Training; 2) Job Readiness Services; 3) Assistance with Job Search; and Case Management Assistance with the previously identified components. The successful bidder(s) will provide all four services.

Descriptions of the services requested are noted below and include the number of participants who received services and had a diagnosed learning disability. While participants will be directly referred by DSS, the Department cannot guarantee the actual number of referrals or the percentage of scheduled clients that will attend. The projections are based on previous year's participation rates. A concerted effort will be made by DSS staff to ensure the highest number of referrals possible will be made.

Bidders must be prepared to provide services throughout the geographical area of the County of Fresno. At minimum services shall be provided in Fresno, Reedley, Selma, Coalinga and Kerman. Bidders shall provide services in venues coordinated and paid for by the selected bidder(s).

Additionally, services are to be provided for both English and Spanish speaking participants. The bidder should provide a description of how they will meet the needs of Spanish speaking participants. It is anticipated there shall be sufficient referrals to conduct a series of services in Spanish on a quarterly basis. Please note the location for the Spanish classes will most likely need to occur outside of the City of Fresno, in a rural community.

Services shall be available during normal business hours, Monday through Friday, 8:00 a.m. through 5:00 p.m. It is strongly encouraged for bidders to also be available during non-traditional hours (evenings and weekends) throughout the County of Fresno. Preference will be given to bidder(s) who include innovative strategies to contact participants to enroll and are able to assist with arrangement, or provide transportation to participants, and are able to provide services in rural areas.

All proposed services should help participants attain skills to obtain employment for long-term self-sufficiency. Bidders must submit a plan for service delivery, a description of the services to be provided, an estimated number of persons they propose to serve, methodology for tracking and monitoring.

It is expected that follow-up services, including the completion of Adult Basic Education such as pre-reading, reading, writing, arithmetic and English as a Second Language; Vocational Training appropriate for the skill level of each individual, obtaining employment, and wage and benefit data shall occur for 12 months after participants complete all applicable courses, workshops or bidder's proposed services.

Comprehensive Vocational Training for Participants

Comprehensive vocational counseling, training and courses, may include but is not limited to the proposed curriculum for vocational training(s), Adult Basic Education to improve basic reading, writing, arithmetic in preparation for acquiring a California High School Equivalency Certificate (GED) and English as a Second Language. Educational services do not include preparing for the GED or obtaining a High School Diploma. All services shall be appropriate for each participant to assist in addressing the diagnosed learning disability, assessed learning disorder, learning difficulty, physical disability or mental health barrier which prevents obtaining gainful employment. In addition, these participants may have limited education and / or employment experience, which impedes successful transition to work. The successful bidder is expected to partner with other DSS contracted vendors and other community based organizations to facilitate removal of barriers.

To assist the successful bidder to provide services unique to each participant, DSS shall provide the WTW Plan. Attached is a sample of a WTW Plan, **Attachment C**.

Job Readiness

Once the participant has been deemed job ready, DSS is seeking comprehensive job readiness services to prepare participants to obtain and retain employment, assist participants to become knowledgeable about the world of work, setting goals, searching for employment, appropriate behavior and dress for the workforce, professionalism at work, managing work and personal life, and confidence on the job. Basic employability skills include teaching the participant the importance of being punctual, reliable, and have skills for effective oral communication, resume building, and interviewing. This component assists participants to develop good work habits that facilitate their ongoing success and job retention. Job readiness activities may include but are not limited to a curriculum with lectures, discussions and role-playing exercises. Examples include:

1. Life skills courses (include curriculum, if applicable);

2. Employability assessments (identify which assessment is proposed to be used);
3. Soft skills training for employment;
4. Instruction on job search skills (resume writing, internet job search, submission of electronic applications, request for interviews and other related job search tasks);
5. Uploading electronic resumes, job skills and using the job match functions shall be entered and used in www.Ready2Hire.org website;
6. Mock interviewing;
7. Develop, implement and monitor the employment plan in partnership with DSS (includes details on participants' barriers, how they will be overcome, and how long-term employment will be achieved); and
8. How to job search through www.Ready2Hire.org and other resources available to assist participants in finding and retaining gainful employment.

Job Search Assistance

Assistance with comprehensive job search services to assist participants in submitting applications, obtaining interviews, obtaining employment and retaining employment. This may include but is not limited to:

1. Development of alternative employment opportunities to accommodate the individual's diagnosed learning disability, assessed learning disorder, learning difficulty, physical disability or mental health barrier;
2. Understanding the job search process;
3. Staying motivated and proactive during the job search;
4. Setting attainable job search goals;
5. Enlisting social support (utilizing personal and professional networks); and
6. Using www.Ready2Hire.org to upload the participants resume and request interviews through the website.

All participants shall be registered, have updated skill sets entered and have an updated resume on to the Ready2Hire website at: <http://www.ready2hire.org/> once participant is deemed job ready.

Case Management Assistance

DSS assigns a CMJS to each participant and it is expected that the successful bidder shall work closely with the DSS CMJS to provide case management assistance for each participant receiving case management from the DSS CMJS which may include, but are not limited to the following activities:

1. Confirmation and verification of participant's eligibility to services;
2. Vocational counseling;
3. Education counseling and assistance as needed;
4. Employment counseling, guidance and motivation in all participant interactions;
5. Monitoring of attendance and progress;
6. Ongoing coordination and communication with the DSS CMJS, including immediate notification if the status of a participant changes, compliance resolution, exchange of participant information and any change in the participants program plan, goals or objectives;
7. Tracking of participant progress or lack thereof;
8. Providing solutions for the lack of participation;
9. Verification of actual hours of participation;
10. Maintenance of individual participant service records and case files; and
11. Employment retention counseling.

DSS is mandated to meet State CalWORKs minimum requirements and CalWORKs Federal Standards as detailed in **Attachment D**. Bidders case management assistance will assist the DSS CMJS to ensure the participant is engaged in the required level of core and non-core activity hours each participant is required to be engaged in to meet the State CalWORKs minimum requirements and CalWORKs Federal Standards.

Participant case files must include, but are not limited to, chronological records of interviews, counseling sessions, and documentation of all other contacts with participants, relevant information, documentation, and correspondence relating to the services provided. Additionally, successful bidders shall be in compliance with all confidentiality and Medi-Cal rules and regulations, including but not limited to case files being maintained in a secure location. The current Medi-Cal Data Agreement is available upon request or can be viewed at: <http://www.co.fresno.ca.us/MediCalPrivacy/>.

Referrals

In FY 13/14, 127 clients with a diagnosed learning disability were referred for services; in FY 14/15, 130 clients were referred for services. Of the clients referred, the enrollment rate was between 54% and 57%.

***Please note:** Participant information regarding services for assessed learning disorders, learning difficulty, physical disability or have a mental health barrier are not available for previous fiscal years.

Training Activities for DSS staff

The bidder(s) awarded shall be required to perform a minimum of 2 training activities for DSS staff and DSS contractors for each 12 month period. Trainings will include information about, but not limited to, overview of services specific to the target population, share best practices for assisting participants with learning disabilities and participants with barriers to employment as indicated by the employability evaluations.

Additionally, in an effort to keep DSS staff familiar with requested services, the selected bidder shall be required to attend a minimum of 10 in-service unit meetings held by DSS staff. These meetings are generally small in number with 20-30 staff typically in attendance.

Performance Outcomes

Bidders are expected to provide performance outcomes which provide data on the services provided. The performance outcomes must be time limited, measurable and indicative of process or lack thereof. Examples of performance outcomes include rate of job placement, wages, benefits, job retention, earning changes, vocational training enrollment, progress and completion, skill attainment rate, expectations for client follow-up, including but not limited to 12-month follow-up and monitoring services for participants who complete components of the bidders proposed services, and other appropriate measures. DSS shall regularly monitor services to ensure selected bidders are on track for meeting outcomes. Please provide a maximum of three performance outcomes which indicate client progress or lack thereof, are time limited and measurable. Please include the methodology of measurement used to obtain outcomes.

RFP Responses

Bidders must also be prepared to provide a detailed description of their business process, including, but not limited to:

1. Bidder's understanding of the Target Population, including challenges facing this group and methods to overcome challenges. Bidder should also include how Spanish speaking participants shall be served.
2. Number of proposed clients to be served.
3. Plan for providing case management assistance in partnership with the DSS CMJS, and areas of focus for the participant. Include details on how the case management partnership would be provided and the outcomes of the participant goals.
4. Detailed types of services to be provided including information on service delivery for:
 - a) Types of comprehensive vocational training, educational supports, workshops and lengths for each;

- b) Job Readiness services;
 - c) Assistance with Job Search;
 - d) Proposed locations services will be provided;
 - e) Services for Spanish speaking participants;
 - f) How bidders will engage and partner with other agencies and / or County Departments to address barriers to employment;
 - g) Title and description of proposed staffing, specific job duties for each position, identification if staff is bi-lingual, and if so in what language; and
 - h) The process for scheduling participants, sending reminders of service dates and follow up for no shows, including but not limited to home visits and assistance with transportation.
- 5. Bidder should include 3 performance outcomes.
 - 6. How bidder will obtain and track participant vocational training, employment wages, retention and other data, and other measureable outcomes regularly for the 12 months after participants complete the proposed services.
 - 7. How bidder will track current activities and progress within the program.
 - 8. How bidder will address the lack of progress or participation in the program
 - 9. Other services which shall provide participants the ability to complete services, including but not limited to transportation and home visits for no-shows or follow up.

Please Note: If a bidder plans on having an outside agency make presentations to, solicit information from, or provide services to WTW clients, the outside agency cannot do so without prior approval from the DSS Director or designee. Written approval must be requested by bidder.

COST PROPOSAL

Bidders are expected to present their proposed expenses in a clear and concise manner which allows the RFP Review Committee to readily discern the full and true cost associated with each task, activity and/or deliverable. Rates should include but are not limited to rates for all services, materials, equipment, direct client services, educational materials or other related expenses to complete the requested services for the proposed project year.

Cost proposals – Shall be itemized and detailed to include a twelve (12) month budget for the next five (5) fiscal years. The annual costs offered must remain valid for the entire contract period, including all potential contract renewal periods. Bidders shall submit a completed and accurate Cost Proposal, **Attachment E**.

Note: Bidders are responsible for all formulas and arithmetic to be correct in the excel workbook.

All proposals must have the following:

- A. Proposed Budget Summary – Provide a complete budget for the services which are proposed. Any additional budget categories should be added in the space provided, including start-up items and on-going materials or supplies, and direct client services.

To the extent permitted by State and Federal rules and regulations, a one-time advanced payment of up to twenty (20) percent of the total compensation may be requested. Approval of the advance payment is at the sole discretion of the County's DSS Director or designee. To receive an advance, a request must be made in writing with a detailed explanation and indicating the exact dollar amount requested. The request may be made any time following the Board of Supervisors approval of the contract but prior to submitting the first invoice. The County's Business office will automatically deduct equal installments from claims submitted for the final six months of the first contract term.

- B. Proposed Personnel Detail:

1. Salaries

- i. Position: Identify the title, show each staff position that will be providing services and include the job description.
- ii. Percentage (%) of Time: Indicate the percentage of time for which the individual will provide services under the term of the contract.
- iii. Indicate if the staff is bilingual. If so, indicate language spoken.
- iv. Number of Months: State the number of months the individual will receive a salary or wages.
- v. Monthly Salary/Hourly Wages: State the individual's total monthly salary, or if paid by the hour, indicate the hourly wage multiplied by the number of hours per month.
- vi. Salary and / or wage funds requested: Total staff salaries and / or wages to be paid for the services solicited in this RFP.
- vii. If the project uses volunteer personnel in the ongoing delivery of services, include the following on a separate sheet of paper and attach it to the project proposal:
 - a. The position title;
 - b. Qualifications;
 - c. Number of hours provided by the volunteer; and
 - d. Job duties.

2. Payroll Taxes

This includes FICA, SUI, and SDI. List each cost separately and show computations.

Note: FICA rate is currently 7.65% and must be paid for all staff. SUI rate varies for each agency and cost is computed on the first \$7,000 of wages paid each year. This policy may change in accordance to state and/or federal law.

3. Benefits

This includes Health Insurance, Life Insurance, Retirement, and other benefits which must be specified.

Note:

- i. Benefits may not exceed 20% of the salaries paid to employees.
- ii. Workers' Compensation is an insurance expense and should be entered under Operational Expenses, not under this employee benefit section.

C. Proposed Budget Detail

Please complete the Proposed Budget Detail on the attached excel sheet, Attachment E. Show detailed descriptions for Services and Supplies **only**. Account numbers for each category are listed on the Proposed Budget Summary page. All items to be funded must be shown in detail on this budget page and should be shown on a monthly basis whenever appropriate. Provide as much detail as possible for each category.

Note: The administrative rate shall not exceed 15% of total program budget. To determine the 15% maximum, add all administrative salaries and identified overhead, and divide that number by the total program budget amount.

If more than one item is included in the same category, show the total for the Subtotal Column again in the Total Column. (See example below.)

Example:

| Budget Line Item | Category/Description & Calculation | Subtotal |
|------------------|------------------------------------|--------------|
| 0250 | INSURANCE | |
| | General Liability | 150 |
| | Fire and Theft | 100 |
| | Worker's Compensation @ 2.3% | 675 |
| | Total | \$925 |
| 0400 | EQUIPMENT | |
| | 1 chair @ \$10/mo. x 12 mo. | 120 |
| | 1 desk @ \$20/mo. x 12 mo. | 240 |
| | 1 file cabinet @ \$10/mo. x 12 mo. | 120 |
| | Total | \$480 |

D. Proposed Budget Detail Narrative

The narrative should provide an explanation of the proposed budget amount which will be spent on each budget line item. There is no recommendation for page length. Include explanation of any line item expenditure which may be unclear to a reviewer who is unfamiliar with your organization. If the provided budget template lacks sufficient space, include any additional forms to provide further explanation.

PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- III. TABLE OF CONTENTS
- IV. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. **The Contractor must provide a statement addressing the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest.** This section will be reviewed by County Counsel for compliance with conflict of interest as part of the review process. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations.
- V. TRADE SECRET:
 - A. Sign where required.
- VI. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS
- VII. REFERENCES
- VIII. PARTICIPATION

- IX. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:
- A. Exceptions to General Conditions.
 - B. Exceptions to General Requirements.
 - C. Exceptions to Specific Terms and Conditions.
 - D. Exceptions to Scope of Work.
 - E. Exceptions to Proposal Content Requirements.
 - F. Exceptions to any other part of this RFP.
- X. VENDOR COMPANY DATA: This section should include:
- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
 - B. Descriptions of any similar or related contracts under which the bidder has provided services.
 - C. Descriptions of the qualifications of the individual(s) providing the services.
 - D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
 - E. A brief description of the bidder's current operations, and ability to provide the services.
 - F. Copies of the audited Financial Statements for the last three (3) years for the agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**
 - G. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with
 - 2. Date of original contract
 - 3. Reason for termination
 - 4. Contact person and telephone number for agency
 - H. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
 - 1. Location filed, name of court and docket number
 - 2. Nature of the lawsuit or legal action
 - I. Describe any payment problems that you have had with the County within the past three (3) years:
 - 1. Funding source
 - 2. Date(s) and amount(s)
 - 3. Resolution
 - 4. Impact to financial viability of organization.
- XI. SCOPE OF WORK:
- A. Bidders are to use this section to describe the essence of their proposal.
 - B. This section should be formatted as follows:

1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
 - C. When reports or other documentation are to be a part of the proposal a sample of each must be submitted. Reports should be referenced in this section and submitted in a separate section entitled "REPORTS."
 - D. A complete description of any alternative solutions or approaches to accomplishing the desired results.
- XII. COST PROPOSAL: Quotations may be prepared in any manner to best demonstrate the worthiness of your proposal. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.
- XIII. CHECK LIST

AWARD CRITERIA

COST

- A. As submitted under the "COST PROPOSAL" section.

CAPABILITY AND QUALIFICATIONS

- A. Do the service descriptions address all the areas identified in the RFP? Will the proposed services satisfy County's needs and to what degree?
- B. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes and effective operating principles required to provide this service?
- C. The amount of demonstrated experience in providing the services desired in a California County.
- D. Are the performance measures/outcomes specific, measurable, attainable, action oriented and relevant to the service?

MANAGEMENT PLAN

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

Check off each of the following:

1. _____ All signatures must be in **blue ink**.
2. _____ The Request for Proposal (RFP) has been signed and completed.
3. _____ Addenda, if any, have been completed, signed and included in the bid package.
4. _____ **One (1) original plus six (6) copies** of the RFP have been provided.
5. _____ Provide a Conflict of Interest Statement.
6. _____ The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
7. _____ The completed *Criminal History Disclosure Form* as provided with this RFP.
8. _____ The completed *Participation Form* as provided with this RFP.
9. _____ The completed *Reference List* as provided with this RFP.
10. _____ Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
11. _____ Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

| | |
|--------------------------|-------------------------------------|
| County of Fresno RFP No. | 952-5452 |
| Closing Date: | April 1, 2016 |
| Closing Time: | 2:00 P.M. |
| Commodity or Service: | CalWORKS Employment Services |

Return Checklist with your RFP response.

ATTACHMENTS

- A. OCAT ASR Model**
- B. CalWORKs WTW Services Program Definitions**
- C. WTW Plan**
- D. CalWORKs Federal and State Standards**
- E. Budget Spreadsheet**



Online CalWORKs Appraisal Tool (OCAT) Appraisal Summary and Recommendations

Thomas TankEngine

Case Information

| | | | |
|---------------|-----------------|------------------------------|------------|
| County: | ICF | Office: | ICF |
| Case Manager: | Rebecca Eaton | Case Created: | 03/25/2015 |
| Phone: | 503-525-6189 | Appraisal Summary Date: | 04/13/2015 |
| Appraiser: | Rebecca Eaton | Appraisal Interview Number: | 37402 |
| Phone: | 503-525-6189 | Appraisal Interview Updated: | 04/13/2015 |
| Supervisor: | Alyson Freedman | | |
| Phone: | 703-225-2936 | | |

Client Information

| | | | |
|----------------------------------|------------|------------------------------|---------|
| Client Index Number (CIN): | 12345678T | Assistance Unit Case Number: | 2987564 |
| First Name: | Thomas | Gender: | M |
| Last Name: | TankEngine | | |
| Client Received CalWORKs Before: | false | | |
| Client Moved From: | | | |

Household Composition

| Name | DOB | Age | Gender | Relation | Financially Responsible? | Cohabitates? |
|---------------------|------------|------|--------|---------------|--------------------------|--------------|
| Dr. Doolittle | 11/00/2010 | null | M | CH-Your Child | Yes | Yes |
| Amanda YoungerChild | 11/00/2005 | null | F | CH-Your Child | Yes | Yes |



Online CalWORKs Appraisal Tool (OCAT) Appraisal Summary and Recommendations

Benefits Received and Payments/Debts

| <u>Benefits</u> | <u>Amount</u> | <u>Payments / Debt</u> | <u>Amount</u> |
|--|-----------------------|------------------------------|-----------------------|
| CalFresh | \$ 0.00 / month | Alimony | \$ 0.00 / month |
| CalWORKs | \$ 0.00 / month | Car Loan | \$ 0.00 / month |
| CAPI | \$ 0.00 / month | Child Care | \$ 0.00 / month |
| Child Care | \$ 0.00 / month | Child Support | \$ 0.00 / month |
| Child Support | \$ 0.00 / month | Credit Card Debt | \$ 0.00 / month |
| Housing | \$ 0.00 / month | Gambling Debt | \$ 0.00 / month |
| State Disability | \$ 0.00 / month | Housing | \$ 0.00 / month |
| Student Scholarship / Grants | \$ 0.00 / month | Medical Bills | \$ 0.00 / month |
| Supplemental Social Security | \$ 0.00 / month | Student Loans | \$ 0.00 / month |
| Transportation | \$ 0.00 / month | Student Loans (Defaulted) | \$ 0.00 / month |
| Unemployment | \$ 0.00 / month | Utilities | \$ 0.00 / month |
| Veterans | \$ 0.00 / month | Other: _____ | \$ 0.00 / month |
| Other Non-monetary Government Benefits | | | |
| | received per month | | |
| TOTAL Benefits | \$0.00 / month | TOTAL Payments / Debt | \$0.00 / month |

Medical Benefits

Receives

Medi-Cal and Covered California

Financial Issues

Do you have a bank account?

In the last 12 months, have you had trouble paying your bills?

Would you be interested in getting information or going to a class on money management skills?



Online CalWORKs Appraisal Tool (OCAT) Appraisal Summary and Recommendations

Strengths

| | |
|---|--|
| Employment Goals | Client has the following short and long term goals: To get a job and support my kids; I like working with animals and machines. |
| Has Support System | Client has people (a support system) they can rely on in a time of need. |
| Previous Jobs (Job History) | Client has held the following jobs: Paper Product America (12/2000 - 12/2013) |
| Experience Through Jobs or Community Service | Client has the following work experience: Construction Skill: Advanced Interest: Yes Driving (truck, taxi, buses, limo, fork lift) Skill: Basic Interest: Yes Fishing or hunting for commercial or community use Skill: Advanced Interest: Yes Harvesting local resources (e.g., timber, local product manufacturing) Skill: Basic Interest: Yes Landscaping and grounds keeping Skill: Basic Interest: Yes Logging Skill: Basic Interest: Yes Manufacturing Skill: Basic Interest: Yes Mechanical Skill: Advanced Interest: Yes |



Online CalWORKs Appraisal Tool (OCAT) Appraisal Summary and Recommendations

Potential Barriers

| | |
|------------------------------------|---|
| General Health | <ul style="list-style-type: none">• Health Concern |
| Employment | <ul style="list-style-type: none">• Currently Not Working |
| Education | <ul style="list-style-type: none">• No High School Diploma or Equivalent and Client is More Than or Equal to 20 Years Old |
| Transportation Child Care | <ul style="list-style-type: none">• Need for Supportive Services |
| Emotional and Mental Health | <ul style="list-style-type: none">• Emotional and Mental Health Challenge |



Online CalWORKs Appraisal Tool (OCAT) Appraisal Summary and Recommendations

Appraisal Recommendations and Action Plans

WTW EXEMPTION, EXCEPTION, AND PROGRAM WAIVER EVALUATION

The client has indicated that the following conditions exist which may qualify him or her for a Welfare-to-Work participation exemption, exception, or program waiver. Provide the client with the CalWORKs Exemption Request Form (CW 2186A), and other necessary forms. Evaluate client for the possible welfare-to-work exemption, exception, and/or program waiver.

NOTE FOR APPRAISER: *County Welfare Departments are required to evaluate independent of OCAT every client for all potential CalWORKs and welfare-to-work participation exemptions/exceptions.*

| Condition | Recommendation | Action | Evaluation Status |
|----------------|---|--------|-------------------|
| Health Concern | Evaluate client for a possible exemption based on disability. | | |

Forms:

CalWORKs Exemption Request Form (CW 2186A):

<http://www.cdss.ca.gov/cdssweb/entres/forms/English/CW2186A.PDF>

Authorization for Release of Medical Information (CW 61):

<http://www.cdss.ca.gov/cdssweb/entres/forms/English/CW61.PDF>

Request for Verification (CW 2200):

<http://www.cdss.ca.gov/cdssweb/entres/forms/English/CW2200.pdf>



Online CalWORKs Appraisal Tool (OCAT) Appraisal Summary and Recommendations

FAMILY STABILIZATION EVALUATION

The client has indicated that the following conditions exist which may qualify his or she for the Family Stabilization Program. Evaluate the client for whether he or she qualifies for your County Welfare Department's Family Stabilization Program.

| Condition | Action | Evaluation Status |
|---------------------------------------|--------|-------------------|
| Emotional and Mental Health Challenge | | |

Forms:

Link to CalWORKs Family Stabilization Program Evaluation Request (FSP 1):
<http://www.cdss.ca.gov/cdssweb/entres/forms/English/FSP1.pdf>



Online CalWORKs Appraisal Tool (OCAT) Appraisal Summary and Recommendations

RECOMMENDATIONS (Work, Education, and/or Barrier Removal)

| | |
|---------------------------------|---|
| Learning Needs Screening Score: | 0 |
|---------------------------------|---|

| Recommendation | Action Plan | Referral Status |
|--|-------------|-----------------|
| Refer client to job readiness/job search. Provide appropriate supportive services in order to support client in job readiness/job search activities. | | |
| Offer client a referral to participate in secondary school, a General Education Development (GED) program, or education directly related to work activities. Refer client to concurrent job readiness/job search activities as needed. Provide appropriate supportive services in order to support client in his or her job readiness/job search and/or education activities, if needed. | | |
| Provide appropriate supportive services in order to support client in his or her welfare-to-work engagement and barrier removal activities. | | |
| Refer client to appropriate medical and/or service provider to address health concern. Provide appropriate supportive services in order to support client in addressing health concern. | | |
| Refer client to mental health specialist or local service provider. Provide appropriate supportive services in order to support the client in addressing emotional and/or mental health concern. | | |



Online CalWORKs Appraisal Tool (OCAT) Appraisal Summary and Recommendations

Forms:

Permission to Release Learning Disabilities Information form (WTW 20):

<http://www.cdss.ca.gov/cdssweb/entres/forms/English/WTW20.pdf>

Signatures

By signing this OCAT Appraisal Summary, the Client agrees that the answers he or she provided are correct to the best of his or her knowledge. The Case Manager and Supervisor certify that this appraisal of the client was conducted according to OCAT rules and guidelines.

Client Signature:

Date:

Case Manager Signature:

Date:

Supervisor Signature:

Date:

[OPTIONAL]

CalWORKs WTW SERVICES PROGRAM DEFINITIONS

ADULT BASIC EDUCATION is instruction in pre-reading, reading, writing, arithmetic, and English-as-a-second-language.

ASSESSMENT is an in depth evaluation of the participant's job skills and supportive service needs in which a written welfare-to-work plan is developed, listing the activities and services needed to move the participant into employment.

COMMUNITY SERVICE is a training activity that is temporary and transitional, performed in the public or private nonprofit sector under the close supervision of the activity provider, and provides participants with basic job skills that can lead to employment while meeting a community need.

EMPLOYMENT is work that is compensated at least at the applicable state or federal minimum wage.

EXEMPT means that a CalWORKs applicant or recipient is not required to participate in Welfare-to-Work activities as a condition of eligibility for aid.

JOB DEVELOPMENT is the active assistance to locate employment opportunities and link the available jobs with participants seeking employment.

JOB PLACEMENT is the direct placement of a participant in unsubsidized employment through the efforts of another person/agency.

JOB READINESS ASSISTANCE provides the recipient with training to learn basic job seeking and interviewing skills, to understand employer expectations, and to learn skills designed to enhance an individual's capacity to move toward self-sufficiency.

JOB RETENTION SERVICES are services provided to employed participants to assist them to remain employed or to be rapidly re-employed. Services may include case management, childcare, transportation, ancillary and personal counseling.

JOB SEARCH is an activity in which the participant's principal activity is to seek employment.

JOB TRAINING is vocational skills training in specific skills in a classroom setting or on a job site, including, but not limited to, training provided community- based organization or special programs offered by community colleges.

Online CalWORKs Appraisal Tool (OCAT) Each CalWORKs WTW participant is required to complete the Online CalWORKs Appraisal Tool (OCAT) administered by DSS. OCAT generates an Appraisal Summary and Recommendations (ASR) which includes the participant's possible barriers; household information; strengths; financial issues; and recommendations for work, education, and barrier removal. The ASR shall be provided to the selected vendor(s) for each referred participant to assist with the requested assessment. Additional information regarding OCAT can be found at: <http://www.cdss.ca.gov/calworks/PG4860.htm>

SUBSIDIZED EMPLOYMENT is employment in which the participant's employer is partially or wholly reimbursed for wages and/or training costs.

SUPPORTIVE SERVICES include child care, transportation, work or training-related costs for books, tools, special clothing, fees, and other necessary costs, and personal counseling or therapy. Necessary supportive services shall be available to every work registrant in order to participate in the program activity or to accept employment.

UNSUBSIDIZED EMPLOYMENT is all employment other than subsidized employment.

VOCATIONAL EDUCATION AND TRAINING is targeted, industry-related training and education, for a specific job provided either in a classroom setting and/or on a job site.

VOLUNTEER is a CalWORKs applicant or recipient who, though not required to participate in the CalWORKs Employment Services Program, chooses to participate.

WELFARE-TO-WORK (WTW) PLAN is developed by DSS and the participant. The plan specifies the program activities in which a participant shall engage and the services that will be provided.

WTW WORK ACTIVITIES are countable activities per Federal and State participation standards. These activities include unsubsidized or subsidized employment, Work Experience, Work Study, Job Search and or Job Readiness, Adult Basic Education, Job Skills Training directly related to employment and/or Education directly related to employment.

WORK EXPERIENCE is a training activity in the public or private sector under the close supervision of the activity provider, that helps provide basic job skills, enhance existing job skills in a position related to the participant's experience, or provide a needed community service that will lead to unsubsidized employment.

PROFILE OF ASSESSMENT TEST RESULTS

| CASAS APPRAISAL FORM | | | | | Select |
|---------------------------|-----------|-------------|------------------|--|--------|
| TEST SECTION | RAW SCORE | SCALE SCORE | COMPETENCY LEVEL | GRADE LEVEL | |
| Reading | 0 / 25 | Enter Score | Enter Level | Select Level | |
| Mathematics | 0 / 25 | Enter Score | Enter Level | Select Level | |
| CASAS LEVEL | READING | MATH | GRADE LEVEL | CASAS SKILL LEVEL DESCRIPTORS | |
| E (246 & Above) | 256+ | 246+ | 13+ | Advanced Adult Secondary: With some assistance, persons at this level are able to interpret technical information, more complex manuals, and material safety data sheets (MSDS). Can comprehend some college textbooks and apprenticeship manuals. | |
| | 251-55 | -- | 12th | | |
| | 246-50 | -- | 11th | | |
| D (236-245) | 241-45 | -- | 10th | Adult Secondary: Can read and follow multi-step directions; read and interpret common legal forms and manuals; use math in business, such as calculating discounts; create and use tables and graphs; communicate personal opinion in written form; write an accident or incident report. Can integrate information from multiple text, charts and graphs as well as evaluate and organize information. Can perform tasks that involve oral and written instructions in both familiar and unfamiliar situations. | |
| | -- | 241-45 | 12th | | |
| | 236-40 | -- | 9th | | |
| | -- | 236-40 | 11th | | |
| C (221-235) | 231-35 | -- | 8th | Advanced Basic Skills: Can handle most routine reading, writing and computational tasks related to their life roles. Can interpret routine charts, graphs and labels; read and interpret a simple handbook for employees; interpret a payroll stub; complete an order form and do calculations; compute tips; reconcile a bank statement; fill out medical information forms and job applications. Can follow multi-step diagrams and written instructions; maintain a family budget; and write a simple accident or incident report. Can handle jobs and job training situations that involve following oral and simple written instructions and diagrams. Persons at the upper end of this score range are able to begin GED preparation. | |
| | -- | 231-35 | 10th | | |
| | 226-30 | -- | 7th | | |
| | -- | 226-30 | 9th | | |
| | 221-25 | -- | 6th | | |
| | -- | 221-25 | 8th | | |

| | | | | |
|------------------------------|---------------------|---------------------|--------------------------------|--|
| B (211-220) | 216-20 | -- | 5th | Intermediate Basic Skills: Can handle basic reading, writing and computational tasks related to life roles. Can read and interpret simplified and some authentic materials on familiar topics. Can interpret simple charts, graphs, and labels; interpret a basic payroll stub; follow basic written instructions and diagrams. Can complete a simple order form and do calculations; fill out basic medical information forms and basic job applications; follow basic oral and written instructions and diagrams. Can handle jobs and/or job training that involve following basic oral or written instructions and diagrams if they can be clarified orally. |
| | -- | 216-20 | 7th | |
| | 211-15 | -- | 4th | |
| | -- | 211-15 | 6th | |
| B (201-210) | 206-10 | -- | 3rd | Beginning Basic Skills: Can fill out simple forms requiring basic personal information; write a simple list or telephone message, calculate a single simple operation when numbers are given, and make simple change. Can read and interpret simple directions, signs, maps, and simple menus. Can handle entry-level jobs that involve some simple written communication. |
| | -- | 206-10 | 5th | |
| | 201-05 | -- | 2nd | |
| | -- | 201-05 | 4th | |
| A (150-200) | 200 or below | -- | 1st or lower | Beginning Literacy/Pre-Beginning: Very limited ability to read or write. Persons at the upper end of this score range can read and write numbers and letters and simple words and phrases related to immediate needs. Can provide very basic personal identification in written form such as on job applications. Can handle routine entry-level jobs that require only basic written communication. |
| | -- | 200 or below | 3rd or lower | |

APPRAISAL

Refer to OCAT Appraisal Summary for following:

- ACADEMIC AND VOCATIONAL HISTORY
- EMPLOYMENT HISTORY
- TRANSFERABLE SKILLS
- SUPPORTIVE SERVICES
- BARRIERS AND ISSUES

| JOBS OF INTEREST | | | |
|------------------|--|--|--|
| | | | |

COMMENTS:

Name* listed several job interests (see Job Interest Sheet and OCAT ASR). This Assessor discussed them with him/her*. In determining his/her employment goal, this Assessor considered the interests of the client, academic ability, work history, current local labor market information, client's personal job preference and any known barriers to employment including legal and health issues. Upon discussion, He/she* chose **Employment Goal** as his/her current employment goal at this time.

LABOR MARKET EVALUATION

According to the current U.S. Department of Labor's Bureau of Labor Statistics Occupational Outlook Handbook, expected job prospects for **Career/Employment Field** will remain *excellent* for those with training from an accredited school or vocational training facility. Projected employment growth is approximately **Percentage of Growth**% from 2006 to 2016, which is *much faster* than the average when compared to all occupations. Certification is readily available and increases employment prospects significantly.

TIME ON AID**TIME LEFT ON CALWORKS:**

According to the CalWIN and WDTIP Systems and as of this month, Name* has used # of his/her 48 months CalWORKs time. He/she* is a **mandatory** participant in the WTW program. WTW regulations regarding time limits were explained to him/her* during the assessment appointment.

NOTE: There is no discrepancy between the CalWIN and WDTIP Systems.

OR

NOTE: There is a discrepancy between the CalWIN and WDTIP Systems. Although CalWIN information is stated above; WDTIP's conflicting information reflects that Name* has used # months of CalWORKs. Name* has been advised of this and any questions regarding his Time On Aid is to be directed to contact the assigned Eligibility Worker (if one assigned) or to call the CalWORKs Service Center 1-855-832-8082 . The Employment Services Case Manager is to contact the appropriate CalWORKs eligibility staff or mailbox requesting to review and take appropriate actions (as needed) per PPG 40-06-10

OR

NOTE: There is a discrepancy between the CalWIN and WDTIP Systems. Although CalWIN information is stated above; WDTIP's conflicting information reflects that Name* has used # months of CalWORKs. Per PPG 40-06-10; ETA TOA Corrections mailbox has been notified by e-mail to review the discrepancy and to make appropriate corrections as needed to reflect his/her accurate Time On Aid information.

EMPLOYMENT GOAL: Employment Goal

| Objective | Action Required | By |
|--|---|-----------|
| BARRIERS & ISSUES (Concurrent with other WTW Activities) | Refer Name* for appropriate services as needed and upon availability. Monitor, evaluate, and counsel as needed. | Cs. Mgr. |
| | Follow through on the recommendations discussed in the Barriers/Issues mentioned, if any, in OCAT Appraisal Summary. | Name* |
| JOB SERVICES | Provide participant with appropriate job services and meet on a regular basis; provide job leads and review participant's job log. | Cs. Mgr. |
| | Coordinate with the Employment Resource for job services. | Cs. Mgr. |
| | Log all employer contacts on the Job Search Report Form (ES167A). Meet with the Employment Services Case Manager on a regular basis to review job log. Make the required number of employer contacts per week and submit applications. | Name* |
| | Utilize the Employment Resource Center for job services. | Name* |
| | Follow up on all job leads. Accept appropriate job offers. When hired, practice good work ethics to retain employment. | Name* |
| SUBSIDIZED EMPLOYMENT | Coordinate with Name* and Ready2Hire for placement into a subsidized employment. | Cs. Mgr. |
| | Monitor, evaluate, and counsel as needed. Provide career development guidance, job leads, and supportive services. | Cs. Mgr. |
| | Report employment, earnings, or any changes in employment status immediately to the Department by contacting your Employment Services Case Manager, your assigned Eligibility Worker or the Service Center at 1-855-832-8082 | Name* |
| | Practice good work ethics to retain employment unless a better job opportunity is offer. | Name* |
| | Accept unsubsidized employment when it is offered. | Name* |
| UNSUBSIDIZED EMPLOYMENT | Monitor employment and provide appropriate services. | Cs. Mgr. |
| | Report employment, earnings, or any changes in employment status immediately to the Department by contacting your Employment Services Case Manager, your assigned Eligibility Worker or the Service Center at 1-855-832-8082 | Name* |
| | Practice good work ethics to retain employment unless a job opportunity offers. | Name* |
| | Accept unsubsidized employment when it is offered. | Name* |
| UNPAID WORK EXPERIENCE/ COMMUNITY SERVICE | Name* is to be placed in an Unpaid Work Experience or Community Service site in the appropriate entry level position upon availability as determined by Work Experience Staff. | Cs. Mgr. |
| | Monitor, evaluate, and counsel as needed. Provide career development guidance, job leads, and supportive services. | Cs. Mgr. |
| | Make satisfactory progress and attendance at your assigned work site. Provide monthly time sheets and progress reports to the Employment Services Case Manager. | Name* |
| | Practice good work ethics at your assigned work site. | Name* |
| VOCATIONAL/JOB SKILLS TRAINING (May be concurrent with other WTW activities as needed and appropriate) | Provide Name* the opportunity for vocational/job skills training in the next available Training Program program at the Institution or other appropriate public institution as needed and upon availability, pending further evaluation by the Employment Services Case Manager. | Cs. Mgr. |
| | Monitor, evaluate, and counsel as needed. Provide career development guidance and supportive services necessary to ensure Name*'s success. | Cs. Mgr. |

| | | |
|---|--|-----------------|
| | Attend orientation, register for and successfully complete the above vocational/job skills training program. | Name* |
| | Make satisfactory attendance and progress. Contact the Employment Services Case Manager any and every day class is missed and provide verification for absences as required. | Name* |
| EDUCATION (Concurrent with other WTW activities) | Provide Client Name* the opportunity to enroll in the ABE/GED/HSD program at Fresno, Clovis, Central Adult School or other adult educational school site as needed and upon availability, pending further evaluation by the Employment Services Case Manager. | Cs. Mgr. |
| | Monitor, evaluate, counsel, & provide appropriate services. | Cs. Mgr. |
| | Register for and successfully complete the ABE/GED/HSD program. | Name* |
| | Make satisfactory progress and attendance. Attend class daily, arrive on time, and do not leave early. Participate complete the ABE/GED/HSD program as quickly as possible. Provide verification as requested. | Name* |
| | Report to the Employment Services Case Manager any absence and reason for missing class. Provide verification as required. | Name* |
| CHILDCARE | Arrange reliable and affordable primary and backup childcare providers; report changes in providers immediately. | Name* |
| | Provide Name* with phone number to Find Care to obtain childcare provider | CS. Mgr. |
| | Complete the documents and process required for childcare. Submit the required claims monthly or as needed for approved services. | Name* |
| | Make appropriate financial payments to the childcare providers for services provided during Name*'s approved WTW Activities. | Business Office |
| TRANSPORTATION | Arrange reliable primary and backup transportation; report changes in transportation immediately to the Employment Services Case Manager. | Name* |
| | Authorize appropriate transportation allowance for participation. | Cs. Mgr. |
| ANCILLARY EXPENSES | Determine funding needs for approved WTW Activities. | Cs. Mgr. |
| | Make appropriate referrals to community service agencies and/or authorize allowable funds based on actual need. | Cs. Mgr. |
| | Provide receipts within 10 days of approved funds. Return all money not used for the specified purpose. | Name* |

Assessor's Signature _____, **Worker #** _____ **Date** _____

I agree with this Welfare To Work Assessment Plan and will fulfill my responsibilities to make this Assessment Plan result in my full time employment and self-reliance. I understand that self-reliant means that I am not dependent upon public assistance for my family or myself. I understand that this WTW Assessment Plan requires that I participate, an average of:

- ☐ 20 hours per week (single parent household with a child under 6 years old)
☐ 30 hours each week (single parent household with no child under 6 years old)
☐ 35 hours each week for a two-parent household

NOTE: I understand my hours may change as my household size changes and/or the age of my child(ren).

I understand that I only have three working days after I sign this Welfare To Work Assessment Plan to request any changes to the terms of the plan.

Participant's Signature _____ **Date** _____

I have reviewed this WTW Assessment Plan and agree it is appropriate.

Supervisor's Signature _____ **Date** _____

I will fulfill my responsibilities under this Welfare To Work Assessment Plan as the Case Manager to provide the WTW Program services required to assist **Name*** to become employed full time and self-reliant.

Case Manager's Signature _____ **Date** _____

CalWORKs Minimum Requirements

The *CalWORKs Minimum Requirements* for a participant to avoid a sanction are the requirements associated with the WTW 24-Month Time Clock; provided the participant has not exhausted the WTW 24-Month Time Clock. Participants that have time remaining on their WTW 24-Month Time Clock and are scheduled to be meeting *the CalWORKs Federal Standards* will not be subject to a sanction, as long as the *CalWORKs Minimum Requirements* for the AU are met. Participation requirements for participants who have exhausted their WTW 24-Month Time Clock will be defined in a future All County Letter (ACL).

CalWORKs Federal Standards

The *CalWORKs Federal Standards* that were enacted as part of Senate Bill 1041 (SB 1041) closely mirror the Temporary Assistance for Needy Families (TANF) work participation and data reporting requirements. The *CalWORKs Federal Standards* are the participation requirements that stop months from ticking the WTW 24-Month Time Clock. The *CalWORKs Federal Standards* have Core and Non-Core weekly participation requirements. It is important to note that California state law limits the federal rules that are used for meeting *CalWORKs Federal Standards*.

Average Number of Hours Required Per Week During The Month (Federal and State)

| <u>Family Type</u> | <u>CalWORKs Minimum</u> | <u>CalWORKs Federal</u> | |
|--|---|-------------------------|-----------------------------|
| | <u>Requirements</u> | <u>Standards</u> | |
| | Total Average Hours (No Core Required) | Total Average Hours | Total Average Core Hours |
| Single-parent AU with child under six (no other parent/stepparent in the home) | 20 | 20 | 20 |
| Single-parent AU with child under six (other parent/stepparent in the home) ¹ | 20 | 30 | 20 |
| Single-parent AU with no child under six | 30 | 30 | 20 |
| Two-parent AU, one disabled parent with child under six | 20 | 30 | 20 |
| Two-parent AU, one disabled parent with no child under six | 30 | 30 | 20 |
| Two-parent AU, neither parent disabled ² | 35 | 35 | 30 |

¹These households may include aided or unaided stepparents or ineligible second parents, such as undocumented non-citizens or recipients of Supplemental Security Income (SSI).

²These hourly requirements apply to two-parent AUs where one parent is sanctioned or has reached the 48-month time limit for CalWORKs assistance.

CalWORKs Federal Standards

The *CalWORKs Federal Standards* that were enacted as part of Senate Bill 1041 (SB 1041) closely mirror the Temporary Assistance for Needy Families (TANF) work participation and data reporting requirements. The *CalWORKs Federal Standards* are the participation requirements that stop months from ticking the WTW 24-Month Time Clock. The *CalWORKs Federal Standards* have Core and Non-Core weekly participation requirements. It is important to note that California state law limits the federal rules that are used for meeting *CalWORKs Federal Standards*.

Community Service Programs

Community service is a training activity that is temporary and transitional, is performed in the public or private nonprofit sector, and provides participants with basic job skills that can lead to employment while meeting a community need. Other activities may be included within the community service programs. In these situations, short-term training or equivalent activities are included if they are of limited duration (usually no longer than six months) and are necessary for participation in the community service activity.

Daily Supervision

Daily supervision means that a responsible party has daily responsibility for oversight of the individual's participation. A worksite sponsor, classroom instructor, contracted service provider, community-based provider, job search instructor, treatment provider or a county employee can fulfill the role of this responsible party. Supervision does not need to be daily, in-person contact with the participant, but can be by telephone or electronic methods as appropriate. In most cases, daily supervision is the supervision determined appropriate and provided by the employer, trainer or service provider at the same level as other employees or trainees. Daily supervision is not applicable to participation in unsubsidized employment, subsidized employment or on-the-job training because the requirement only applies to unpaid work activities.

Deeming Core Hours for Work Experience and Community Service

Deeming core hours means counting all aided members of the AU (family), as having satisfied the core work activity requirement if they participate in work experience or community service to the extent permitted under the Fair Labor Standards Act (FLSA) rules even when actual hours fall short of the core requirement. These FLSA provisions do not apply to work-eligible individuals who are not members of the AU (sanctioned or timed-out individuals). Actual hours of participation must be reported for these individuals.

For work experience or community service, there is a maximum number of hours per month that a family may be required to participate under the minimum wage requirement of FLSA. That maximum number of hours is determined by combining the CalWORKs AU's grant amount with the AU's portion of CalFresh, federally known as the Supplemental Nutrition Assistance Program (SNAP), allotment and then dividing the total by the state or federal minimum wage, whichever is higher. If the actual number of hours of participation in work experience or community service falls short of the family's core hourly requirement but is equal to or greater than the calculated hours, the family will be deemed to have met the core hourly requirement.

Please note: If an individual happens to participate for more than the calculated number of FLSA hours, then the excessive hours must not be reported under the activity. Instead, they must be reported in the Other Work Activities category.

Education Directly Related to Employment, in the Case of a Participant who has not Received a High School Diploma or a Certificate of High School Equivalency

For Federal data reporting purposes, education directly related to employment is education related to a specific occupation, job or job offer. The activity is primarily for adults without a high school diploma or General Educational Development (GED) certificate and includes adult basic education, English as a Second Language (ESL) and, when required as a prerequisite for employment, education leading to a GED certificate or high school equivalency diploma. This activity may also include hours of participation in vocational education training that exceeds an individual's 12 month lifetime limit.

Homework Time

Homework time means actual hours of participation outside of the classroom in activities related to study or completion of class work associated with classes in which the individual is enrolled. Actual hours spent in supervised homework time and up to one hour of unsupervised homework time for each hour of class time may be counted as federal participation. For all homework time, documentation must include a time sheet or similar record of participation hours signed by the individual verifying the activity. Documentation must support all the reported hours of participation in homework time and must be maintained in the case file.

Job Search and Job Readiness Assistance

Job search is an activity in which the participant's principal activity is to prepare for and to seek employment. Job search includes looking for suitable job openings, making contact with potential employers, applying for vacancies and interviewing for jobs. Job readiness assistance is an activity that also provides the recipient with training to learn basic job seeking and interviewing skills, to understand employer expectations and to learn skills designed to enhance an individual's capacity to move toward self-sufficiency. Job readiness assistance also comprises the following activities:

1. Preparing an individual to obtain or retain employment, such as preparing a résumé or job application, interviewing skills, instruction in work place expectations and life skills training.
2. Substance abuse treatment, mental health treatment or rehabilitation activities. Treatment or rehabilitation services can include participation in residential treatment, group or individual therapy, or support groups such as Alcoholics Anonymous or Narcotics Anonymous. Substance abuse treatment, mental health treatment and rehabilitation programs that include integrated hours of unsubsidized employment, subsidized employment, work experience, or another activity may count as another activity during the hours of the integrated component, as long as the component meets a common sense definition of that other activity.
3. On a case-by-case basis, domestic abuse services that address barriers to employment. Treatment and services for domestic abuse victims include the following activities when needed to seek or prepare for employment: individual counseling of the participant and children; group counseling; substance abuse services; medical and public health services; mental health services; independent living skills; financial planning; and life skills training.

The criteria professionals use for assigning these services is that they must be necessary to prepare an individual to obtain or maintain employment or to participate in welfare-to-work (WTW) activities and must be verified and documented in the WTW plan and/or case file. If a portion of the treatment or rehabilitation activities meets a common-sense definition of another

work activity, such as community service or work experience, then the hours associated with the “work” will count under that activity and the actual treatment hours will count in job search and job readiness assistance.

4. Drug testing for a specific job classification and taking tests to qualify for specialized certificates. These activities are assigned to the extent that they are determined necessary for the participant to obtain or prepare for employment or to participate in other WTW activities.
5. Participation in orientation, appraisal or assessment. Orientation is an introduction to the CalWORKs WTW program, including a general description of CalWORKs activities, participation requirements, consequences for failing to meet requirements, available supportive services and exemptions from participation. Appraisal is an evaluation of an individual's employment history and skills, necessary supportive services and any other relevant information needed to assign an individual to WTW activities, as well as informing the individual of his or her rights and responsibilities as it pertains to the program. Assessment is a thorough individual review of the recipient's work history, employment skills, educational history, competency levels, need for supportive services, physical limitations or mental conditions and available resources, all in comparison to local labor market conditions, in order to complete a WTW plan.
6. Hours reported under this activity may include time spent online in distance learning activities. Online tasks could include searching for job vacancies, submitting résumés and completing applications.

Hours spent in these activities are verified and documented in the WTW plan. Job interviews may be obtained from participating in this activity. Reasonable transportation time between job interviews, but not to the first interview or from the last one of the day, will count toward job search and job readiness hours. A county may require additional documentation of activities, which may include such documents as job contact logs that provide sufficient information to verify the job search activity, mileage logs or other documentation and verification, which must be included in the case file.

Job Skills Training Directly Related to Employment

For Federal data reporting purposes, job skills training directly related to employment is training or education for job skills required by an employer to provide an individual with the ability to obtain employment or to advance or adapt to the changing demands of the workplace. The activity may include either customized or general training to prepare an individual for employment, including literacy and language instruction and other remedial education. Job skills training directly related to employment may include four year bachelor degree programs at any state-certified college or university.

Vocational education hours will count under this activity, provided the core hourly requirement is met through other activities, in order to preserve months in which vocational education is countable as a core activity or to continue education programs beyond the 12 month limit for vocational education.

In some instances, the job skills training is completed as part of distance learning. Participation will count toward job skills training directly related to employment only when the distance learning program otherwise meets the definition of job skills training directly related to

employment and the time spent online can be monitored by the service provider, reported to the county welfare department, documented and verified. The documentation and verification must be maintained in the case file.

Satisfactory School Attendance at Secondary School or in a Course of Study Leading to a Certificate of General Equivalence in the Case of a Recipient Who has not Completed Secondary School or Received Such a Certificate

For federal data reporting purposes, satisfactory school attendance is regular attendance, in accordance with the requirements of the secondary school or course of study, at a secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate. Satisfactory school attendance is primarily an activity for minor parents and will only include other related educational activities, such as adult basic education or language instruction, when they are required for completion of a GED certificate. Hours of participation attending high school in a vocational education track may be counted under this activity.

In addition, case management services may be provided to minor parents in this activity. Case management involves directing and coordinating a recipient's educational, health and social services and may include ESL, career training, alternative school, tutoring, dropout prevention and teen pregnancy or parenting programs. The case management programs are essential to this work category in that they address the special social service needs of minor parents. Meeting these specific needs helps this group of recipients attain a GED certificate or attend secondary school, which helps minor parents achieve self-sufficiency.

In some instances, participation is completed as part of distance learning and counts toward satisfactory school attendance only when the distance learning program otherwise meets the definition of the activity and the time spent is monitored by the service provider and is reported to the county welfare department on a monthly basis. Homework time that can be documented and verified may also be counted. All documentation and verification must be maintained in the case file.

Subsidized Private Sector Employment

Subsidized private sector employment means employment in the private sector for which the employer receives a subsidy from TANF or other public funds to offset some or all of the wages and costs of employing a work-eligible individual. Subsidized work may include: (1) work supplementation where TANF funds that would otherwise be paid as assistance are paid to the employer or to a third-party contractor, like a temporary staffing agency, which serves as the employer of record and is paid a fee to cover salary, expenses and success in placing employees; (2) supported work for individuals with disabilities in an integrated setting; (3) work study activities; or (4) paid barrier removal and educational activities. Subsidized employment is distinguished from work experience in that the participant in subsidized employment is paid wages and receives the same benefits as an employee with no subsidy who performs similar work.

Hours of participation in various barrier removal activities, such as mental health, substance abuse, and/or rehabilitative services, can count under this activity if they are integrated parts of

subsidized employment. In order to count, the individuals must be paid for all of the hours they participate in such activities that are counted as subsidized employment. If the individuals are not paid while participating in these activities, the participation will be reported as subsidized employment and another appropriate activity such as job search and job readiness assistance.

Subsidized Public Sector Employment

Subsidized public sector employment means employment in the public sector for which the employer receives a subsidy from TANF or other public funds to offset some or all of the wages and costs of employing a work-eligible individual. Subsidized work may include: (1) work supplementation where TANF funds that would otherwise be paid as assistance are paid to the employer or to a third-party contractor, like a temporary staffing agency, which serves as the employer of record and is paid a fee to cover salary, expenses and success in placing employees; or (2) supported work for individuals with disabilities in an integrated setting; or (3) work-study activities; or (4) paid barrier removal and educational activities. Subsidized employment is distinguished from work experience in that the participant in subsidized employment is paid wages and receives the same benefits as an employee with no subsidy who performs similar work.

Hours of participation in various barrier removal activities, such as mental health, substance abuse, and/or rehabilitative services, can count under this activity if they are integrated parts of subsidized employment. In order to count, the individuals must be paid for all of the hours they participate in such activities that are counted as subsidized employment. If the individuals are not paid while participating in these activities, the participation will be reported as subsidized employment and another appropriate activity such as job search and job readiness assistance.

Unsubsidized Employment

Unsubsidized employment is full-time or part-time employment in the public or private sector that is not subsidized by TANF or any other public program. Unsubsidized employment includes self-employment as well as recipients whose employers claim a tax credit for hiring economically disadvantaged workers. Only the hours that are paid by the employer are counted as unsubsidized employment. Apprenticeship programs that allow participants to earn money while they practice the trade under the supervision of a journeyman and attend classes are also considered unsubsidized employment. The determination of whether employment is subsidized, or not, depends on whether the employer, rather than the recipient, receives a subsidy.

Hours of participation in various barrier removal activities, such as mental health, substance abuse, and/or rehabilitative services, can count under this activity if they are integrated parts of unsubsidized employment. Individuals must be paid for all of the hours they participate in such activities that are counted as unsubsidized employment. If the individuals are not paid while participating in these activities, the participation will be reported as another appropriate activity such as job search and job readiness assistance.

Vocational Education (VocEd) Training

For federal data reporting purposes, vocational education training is organized educational programs that are directly related to the preparation of individuals for employment in current or emerging occupations. Vocational education must be provided by vocational-technical schools,

postsecondary institutions or proprietary schools. Vocational education training placements are documented on a list developed by each county. Based on MPP 42-711.543, the list, which is revised annually, includes programs that lead to jobs in the local labor market and is used by the CWD to approve vocational education training and/or to assign activities as a result of assessment. For programs not on the county's list, the CWD determines if the program is directly related to job preparation.

In some instances, the vocational education training is completed as part of distance learning. Participation counts toward vocational education training hours only when the time spent is monitored by the service provider and reported to the CWD. Homework time that can be documented and verified may also be counted. All documentation and verification must be maintained in the case file.

Work Experience

Work experience is a training activity performed in the public or private sector, including a nonprofit, community-based or faith-based setting, that helps provide basic job skills, enhances existing job skills in a position related to the participant's experience or provides a needed community service that shall lead to unsubsidized employment.

Hours of participation in various barrier removal activities, such as mental health, substance abuse, and/or rehabilitative services, will count under this activity if they are integrated parts of work experience.