

SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM  
3.33  
(ID # 4200)

MEETING DATE:  
Tuesday, May 23, 2017

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: PUBLIC SOCIAL SERVICES: FY 2017-2020 CalWORKS Adult Education Agreements. [All Districts]; [\$1,488,750 Total, \$496,250 allocated annually, Source of funds - Federal 76%, State 21.6%, County 2.4%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached CalWORKS Adult Education Agreement template, for the period July 1, 2017 through June 30, 2020;
2. Authorize the Purchasing Agent to execute CalWorks Adult Education Agreements with the attached local education agencies, on DPSS' behalf, not to exceed the aggregate amount of \$496,250, for the period of July 1, 2017 through June 30, 2018, with two (2) one-year renewal options, in substantially the form of the template and as approved by County Counsel; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved by County Counsel to (a) sign amendments for annual renewal or those that do not change the substantive terms of the agreement; (b) sign amendments to the compensation provisions that do not exceed 10% annually.

ACTION:


  
Susan Von Zabern, Director of Public Social Services 5/23/2017

---

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley  
Nays: None  
Absent: None  
Date: May 23, 2017  
xc: DPSS, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 496,250	\$ 496,250	\$ 1,488,750	\$ 0.00
<b>NET COUNTY COST</b>	\$	\$	\$	\$
<b>SOURCE OF FUNDS:</b> Federal Funding: 76%; State Funding: 21.6%; County Funding: 2.4%; Realignment Funding: 0%; Other Funding: 0%			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	17/18

**C.E.O. RECOMMENDATION:** Approve.

**BACKGROUND:**

**Summary**

The current rules of California Work Opportunity and Responsibility to Kids (CalWORKs) ensure that individuals who work are better off financially than when they do not work. California's Welfare-to-Work (WTW) program is designed to assist welfare recipients obtain or prepare for employment. The WTW program serves all 58 counties in the state and is operated locally by each county welfare department or its contractors.

To that end, since September 25, 2001, (agenda #3.33), the Board authorized DPSS to enter into agreements with Riverside County school districts to help CalWORKs clients gain self-sufficiency through employment. The school districts provide clients:

- Job readiness and Employability (e.g., resume writing, mock interviews, etc.)
- Vocational Education (Voc/Ed)
- Adult Basic Education (ABE)
- General Education Development (GED)
- Pre-GED
- GED Testing
- High School Diploma (HSD)
- High School Equivalency (HSE)
- Pre-HSE
- High School Equivalency Test (HiSET)
- Test Assessing Secondary Completion (TASC)
- TASC Testing
- English-as-a-Second Language (ESL) skills training

Each school will have the option of an on-site program, based on availability at a DPSS office location, or an on-campus program, located at the Adult School location. Each program also has the option of utilizing the performance-based payment model.

Budgeting for these programs is based on historical spending patterns and forecasted program changes. Through agreement amendments, funding allocations are adjusted annually, to

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

account for unforeseen expenditures and underutilization of funds for those adult schools whose service delivery is below or above expected service levels.

For adult schools to continue serving clients and enrolling new CalWORKs clients without interruption, DPSS requests the aggregate amounts for adult education include a maximum reimbursable amount of \$1,488,750 for FY17/18, FY18/19 and FY 19/20 combined.

**Impact on Residents and Businesses**

These programs provide much needed assistance to individuals and families requiring employment to become self-sufficient.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The fiscal breakdown per county fiscal year will be as follows:

Adult Schools

FY 17/18 \$ 496,250
FY 18/19 496,250
FY 19/20 496,250
Total = \$1,488,750

Department of Public Social Services: 76% Federal Funds, 21.6% State Funds, and 2.4% County General Funds.

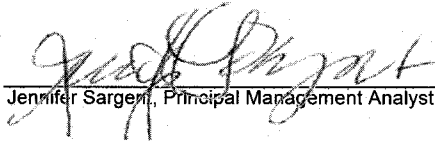
**Contract History and Price Reasonableness**

DPSS negotiated the Agreements with the adult schools without competition, in accordance with California Department of Social Services (CDSS) manual section 23-650, paragraph 1.14, which states that contracts may be negotiated without formal advertising "for any service to be rendered by any federal, state, or local governmental agency, public university, public college or other public educational institution."

**ATTACHMENTS (if any, in this order):**

- A. CalWORKs Adult Education Agreement Template
- B. List of local education agencies

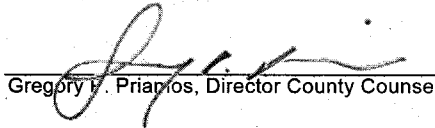
SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA

  
Jennifer Sargent, Principal Management Analyst

5/15/2017

  
Lisa Brandl, Director of Purchasing and Fleet Services

5/12/2017

  
Gregory L. Priapos, Director County Counsel

5/8/2017

## School Districts for Adult School Contracts

- Alvord Unified School District
- Banning Unified School District
- Beaumont Unified School District
- Coachella Valley Unified School District
- College of the Desert
- Corona-Norco Unified School District
- Hemet Unified School District
- Jurupa Unified School District
- Lake Elsinore Unified School District
- Moreno Valley Unified School District
- Mountain View High School
- Murrieta Valley Unified School District
- Palm Springs Unified School District
- Perris Union High School District
- Riverside Unified School District
- Temecula Valley Unified School District

**Riverside County Department of Public Social Services**  
 Contracts Administration Unit  
 10281 Kidd Street  
 Riverside, CA 92503

AGREEMENT: (CONTRACT NUMBER)  
 CONTRACTOR: (CONTRACTOR NAME)  
 EFFECTIVE: July 1, 2017 through June 30, 2018

WHEREAS, the County of Riverside, Department of Public Social Services, (hereinafter referred to as the "County and or "DPSS") desires to provide Adult Education Services;

WHEREAS, (CONTRACTOR) (hereinafter referred to as the "Contractor") is qualified to provide Adult Education Services;

WHEREAS, DPSS desires (CONTRACTOR), to perform these services in accordance with the TERMS and CONDITIONS (T&C) attached hereto and incorporated herein by this reference. The T&C specify the responsibilities of DPSS and the Contractor;

NOW THEREFORE, DPSS and the Contractor do hereby covenant and agree that the Contractor shall provide said services in return for monetary compensation, all in accordance with the TERMS and CONDITIONS contained herein and exhibits attached hereto and incorporated herein (hereinafter referred to as an "Agreement").

Authorized Signature for County:	Authorized Signature for Contractor:
Printed Name of Person Signing:	Printed Name of Person Signing:
Title:	Title:
Address:  10281 Kidd Street Riverside, CA 92503	Address:
Date Signed:	Date Signed:

FORM APPROVED COUNTY COUNSEL  
 BY: Neal R. Kipnis DATE: 9/20/17

**ADULT EDUCATION SERVICES**  
**PROFESSIONAL SERVICES AGREEMENT**  
**TERMS AND CONDITIONS**

## TABLE OF CONTENTS

I.	ABBREVIATIONS/DEFINITIONS.....	4
II.	DPSS RESPONSIBILITIES.....	6
III.	CONTRACTOR RESPONSIBILITIES .....	7
IV.	REPORTING PROVISIONS .....	7
V.	FISCAL PROVISIONS .....	7
	A. MAXIMUM REIMBURSABLE AMOUNT .....	7
	B. UNIT OF SERVICE COST RATE .....	7
	C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS .....	8
	B. FINANCIAL RESOURCES .....	8
	C. RECORDS, INSPECTIONS, AND AUDITS .....	9
	D. SUPPLANTATION.....	10
	E. DISALLOWANCE .....	10
VI.	GENERAL PROVISIONS .....	10
	A. EFFECTIVE PERIOD .....	10
	B. CONFLICT OF INTEREST .....	10
	C. NOTICES.....	10
	D. CONFIDENTIALITY.....	11
	E. EQUAL EMPLOYMENT OPPORTUNITIES.....	12
	F. EMPLOYMENT PRACTICES .....	12
	G. CLIENT CIVIL RIGHTS COMPLIANCE .....	12
	H. CLIENT GRIEVANCE POLICY .....	14
	I. HOLD HARMLESS/INDEMNIFICATION.....	14
	J. INSURANCE .....	15
	K. LICENSES AND PERMITS.....	18
	L. INDEPENDENT CONTRACTOR.....	18
	M. SUBCONTRACT FOR SERVICES .....	19
	N. ASSIGNMENT .....	20
	O. PERSONNEL DISCLOSURE.....	20
	P. CHILD ABUSE REPORTING.....	20
	Q. ADULT AND ELDER ABUSE REPORTING.....	20
	R. DEBARMENT AND SUSPENSION.....	21
	S. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES.....	21
	T. DISPUTES.....	21
	U. SANCTIONS.....	21
	V. TERMINATION.....	22
	W. GOVERNING LAW.....	22
	X. MODIFICATION OF TERMS .....	22
	Y. ENTIRE AGREEMENT .....	22

### **EXHIBITS**

- Exhibit A – Scope of Work
- Exhibit B – CalWORKs Adult Education Program Handbook
- Exhibit C – Vendor Assurance of Compliance Form



## CONTRACT TERMS AND CONDITIONS

### I. ABBREVIATIONS/DEFINITIONS

- A. "ABE" refers to adult basic education, sometimes called basic skills.
- B. "Ancillary costs" refers to reimbursable costs for courses, books, supplies, and materials participants must have to successfully complete the program. Ancillary costs are non-entitlements and are based on the Contractor's published fee schedule and DPSS approval.
- C. "Cal-Learn" is a CalWORKs program designed to assist pregnant and/or parenting teens attend and graduate from high school or its equivalent.
- D. "CalWORKs" is the acronym for Assembly Bill 1542 passed in 1997 known as the California Work Opportunity and Responsibility to Kids (CalWORKs) Act.
- E. "CalWORKs Education Plan" or "Education Plan" are used interchangeably and refer to documentation by the Contractor outlining the student's education history including classes, units already completed and recommended curriculum needed to achieve specific education and training goals along with an estimated time frame for completion.
- F. "Case Manager" refers to the referring DPSS employee, who is assigned to a participant.
- G. "Claiming period" refers to and consists of one calendar month. The claiming period marks the month in which services are rendered and payment recognized. There are 12 claiming periods under the terms of this Agreement.
- H. "Contractor" refers to (CONTRACTOR) and its employees, agents and representatives providing services under this Agreement.
- I. "DPSS" refers to the County of Riverside and its Department of Public Social Services, which has administrative responsibility for this Agreement.
- J. "DPSS DART" refers to the Department Administrative Resource Team of the Riverside County Department of Public Social Services.
- K. "COUNTY" refers to the Department of Public Social Services on behalf of the County of Riverside and its Board of Supervisors.
- L. "ESL" refers to English as a Second Language.
- M. "GED" refers to the general education development diploma.
- N. "HiSET" refers to the High School Equivalency Test.
- O. "HSD" refers to High School Diploma.

- P. "HSE" refers to High School Equivalency.
- Q. "Online Program" refers to Internet based instruction delivered through a course management system (e.g., Plato).
- R. "On-campus Program" refers to classes that are conducted at the Adult School location.
- S. "On-site Program" refers to classes that are conducted at a DPSS office location.
- T. "Participant" refers to a DPSS-referred person eligible for adult education services.
- U. "Pre-GED" refers to tests offered to the students to assess their ability before taking the actual GED tests.
- V. "Pre-HSE" refers to tests offered to the students to assess their ability before taking the actual HSE tests.
- W. "Program Handbook" or "Handbook" or "**Exhibit B**" are used interchangeably and refer to the CalWORKs Adult Education Program Handbook, which specifies the programmatic, fiscal, and administrative requirements of the covenant program.
- X. "Remedial education" refers to those educational curricula that lead up to, and include, the attainment of a high school diploma (HSD) or High School Equivalency (HSE) certificate. These curricula may include ABE math, reading and language, and ESL.
- Y. "Satellite location" refers to a monitored classroom(s) not located on the Contractor's primary campus. The monitored classrooms(s) may be an extension of the main campus or space controlled by another education provider.
- Z. "SOW" refers to scope of work.
- AA. "Subcontract" refers to any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by the Contractor with a subcontractor to furnish supplies, materials, equipment, and services for the performance of any of the terms and conditions contained in this Agreement.
- BB. "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- CC. "TASC" refers to Testing Assessing Secondary Completion.
- DD. "Vocational education" refers to specific training that would be required for competent practice in a specific vocational field. This competency is generally accomplished and proven through training that leads to certification (i.e. Certified Nursing Assistant (CNA), Heating, Ventilation and Air Conditioning Certified

(HVAC), Certified Medical Assistant (CMA), and Certified Computer Repair (CCR), etc.

## II. DPSS RESPONSIBILITIES

DPSS shall:

- A. Assign staff to be liaison between DPSS and the Contractor.
- B. DPSS may monitor the performance of the Contractor in meeting the terms, conditions and services in this Agreement. DPSS, at its sole discretion, may monitor the performance of the Contractor through any combination of the following methods: periodic on-site visits, annual inspections, evaluations, and Contractor self-monitoring.
- C. DPSS will assume ultimate responsibility for determining the following:
  1. Persons to be served (i.e., referrals), and
  2. Cultural and linguistic needs of a diverse client population are met in the delivery of service.
- D. DPSS Case Management shall notify the Contractor and DPSS Fiscal using C-IV Plan 109, transmitted via email for the following:
  1. When a participant is referred to an adult education program.
  2. When referred participants become ineligible for the program.
  3. When referred participants have a change in program activity.
- E. DPSS shall notify the Contractor that a participant has been approved as excusable upon receipt of medically excusable absences without divulging medical information for program participants. The Contractor shall reflect this in the attendance reporting.
- F. DPSS will reimburse the Contractor for the provision of program services, student registration, and student attendance as specified in the CalWORKs Adult Education Program Handbook, attached hereto as **Exhibit B**, and incorporated herein by this reference. Reimbursement will only be approved when DPSS verifies the claims are for eligible program participants, as specified in **Exhibit B**.
- G. DPSS will reimburse the Contractor for student ancillary costs as specified in the Contractor's published fee schedule for the academic year that falls under this Agreement. Reimbursement will only be approved when DPSS verifies the claims are for eligible CalWORKs participants referred by DPSS. DPSS shall

verify attendance and disallow reimbursement of ancillary costs for students who failed to attend class for the month in which the claim is made.

- H. DPSS will reimburse the Contractor for registration and attendance for CalLearn participants referred by the Department of Public Health (DPH), as specified in **Exhibit B**. Reimbursement will only be approved when DPSS verifies the claims are for eligible CalLearn participants referred by DPH. DPSS will not reimburse the Contractor for the ancillary costs of CalLearn participants.
- I. DPSS shall review all Contractor invoices and disallow all erroneous claims, fees, and charges from payments.
- J. DPSS will not reimburse the Contractor for testing error fees.

### III. CONTRACTOR RESPONSIBILITIES

#### A. ADMINISTRATIVE

The Contractor shall perform the **SCOPE OF WORK** as outlined in **Exhibit A** attached hereto and incorporated herein by this reference.

### IV. REPORTING PROVISIONS

All reporting requirements under the terms of this Agreement must be performed in compliance with **Exhibit B**.

### V. FISCAL PROVISIONS

#### A. MAXIMUM REIMBURSABLE AMOUNT

Total payment under this Agreement shall not exceed \$XXX,XXX.00 for the period July 1, 2017 through June 30, 2018.

DPSS reserves the right, under this Agreement, to reduce the maximum reimbursable amount for the period of the Agreement due to program need, non-performance, and/or under-utilization of program services.

#### B. UNIT OF SERVICE COST RATE

DPSS will pay the Contractor for units of service completed as specified in **Exhibit B**. Ancillary costs for items such as courses, books, supplies, and materials will be reimbursed under this Agreement in accordance with the Contractor's fee schedule.

Costs for the On-site program will be reimbursed as specified in **Exhibit A**, Scope of Work.

### **C. METHOD, TIME, AND SCHEDULE/CONDITION OF PAYMENTS**

1. The claiming period for this Agreement is July 1, 2017 through June 30, 2018.
2. All claims for services rendered under this Agreement shall be made using DPSS Form 2076G, "Contractor Payment Request", attached hereto in **Exhibit B, Attachment A**.
3. All claims shall be submitted to DPSS Fiscal no later than two (2) calendar months after the claiming period (calendar month) in which the services were provided.
4. All complete claims submitted on time shall be processed by DPSS within forty-five (45) calendar days and forwarded to the Auditor-Controller's office for payment. Claims submitted later than two (2) calendar months from the claiming period may be denied reimbursement by DPSS. For claims denied due to this condition, DPSS will notify the Contractor via email or carrier mail correspondence.
5. All claims for payment must be submitted along with supporting documentation that corresponds with the program services rendered for the claiming period. If the required supporting documentation is not provided, DPSS may delay payment until the information is received by DPSS.
6. The Contractor's actual May invoice and estimated June invoice are due to DPSS no later than the first Friday in June. The Contractor's actual June invoice is due to DPSS no later than July 30th. Late invoices may be denied payment by DPSS.
7. All actual claims shall be reconciled by DPSS at year-end. Based on the results of this reconciliation, the Contractor shall reimburse DPSS for all overpayments received or request payment for all billings due. All actual claims shall be reconciled by DPSS at year-end. Based on the results of this reconciliation, the Contractor shall reimburse DPSS for all overpayments received or request payment for all billings due.

### **B. FINANCIAL RESOURCES**

The Contractor warrants that during the term of this Agreement, the Contractor shall retain sufficient financial resources necessary to perform all aspects of its obligations, as described under this Agreement. Further, the Contractor warrants that there has been no adverse material change in the Contractor, Parent, or Subsidiary business entities, resulting in negative impact to the

financial condition and circumstances of the Contractor since the date of the most recent financial statements.

### **C. RECORDS, INSPECTIONS, AND AUDITS**

1. The Contractor shall maintain auditable books, records, documents, and other evidence pertaining to costs and expenses in this Agreement as stipulated in CCR. The Contractor shall maintain all child-specific, programmatic, personnel, fiscal, and other information affecting rate setting and Aid to Families with Dependent Children-Foster Care (AFDC-FC) payments for five (5) years after final payment has been made or until all pending County, State, and Federal audits, if any, are completed, whichever is later.
2. Any authorized representative of the County of Riverside, the State of California, and the Federal government shall have access to any books, documents, papers, electronic data, and other records, which these representatives may determine to be pertinent to this Agreement, for the purpose of performing an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies, as they deem necessary. Further, these authorized representatives shall have the right at all reasonable times to inspect or otherwise evaluate the work performed, or being performed, under this Agreement and the premises in which it is being performed.
3. This access to records includes, but is not limited to, service delivery, referral, financial, and administrative documents for five (5) years after final payment is made, or until all pending County, State, and Federal audits are completed, whichever is later.
4. Should the Contractor disagree with any audit conducted by DPSS or designee, the Contractor shall have the right to employ a licensed, Certified Public Accountant (CPA) to prepare and file with DPSS a certified financial and compliance audit that is in compliance with generally-accepted government accounting standards of related services provided during the term of this Agreement. The Contractor shall not be reimbursed by DPSS for such an audit.
5. In the event the Contractor does not make available its books and financial records at the location where they are normally maintained, the Contractor agrees to pay all necessary and reasonable expenses, including legal fees, incurred by DPSS in conducting such an audit.
6. Contractors that expend \$750,000 or more in a year in Federal funding shall obtain an audit performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits as per the Single Audit Act of 1984 and the Single Audit Act Amendments of 1996, as per OMB Circular A-133.

However, records must be available for review and audit by appropriate officials of Federal, State and County agencies.

#### **D. SUPPLANTATION**

The Contractor shall not supplant any federal, state, or county funds intended for the purpose of this Agreement with any funds made available under any other Agreement. The Contractor shall not claim reimbursement from DPSS for, or apply any sums received from DPSS, with respect to the portion of its obligations, which have been paid by another source of revenue. The Contractor agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or county funds under any county programs without prior approval of DPSS.

#### **E. DISALLOWANCE**

In the event the Contractor receives payment for services under this Agreement which is later disallowed for nonconformance with the terms and conditions herein by DPSS, the Contractor shall promptly refund the disallowed amount to DPSS on request, or at its option, DPSS may offset the amount disallowed from any payment due to the Contractor under any agreement with DPSS.

### **VI. GENERAL PROVISIONS**

#### **A. EFFECTIVE PERIOD**

This Agreement is effective July 1, 2017 through June 30, 2018, with two (2) one-year renewal options.

#### **B. CONFLICT OF INTEREST**

The Contractor, Contractor's employees, and agents shall have no interest, and shall not acquire any interest, direct or indirect, which shall conflict in any manner or degree with the performance of services required under this Agreement.

#### **C. NOTICES**

All notices, claims, correspondence, reports, and/or statements authorized or required by this Agreement shall be addressed as follows:

**DPSS:**

Department of Public Social Services  
Contracts Administration Unit  
10281 Kidd Street

Riverside, CA 92503

**CONTRACTOR:** (INSERT NAME & ADDRESS OF CONTRACTOR)

Name  
Address  
City, State, Zip Code

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by this Agreement, addressed in any other fashion will not be acceptable.

**D. CONFIDENTIALITY**

1. The Contractor shall maintain the confidentiality of all information and records and comply with all other statutory laws and regulations relating to privacy and confidentiality.
2. Each party shall ensure that case record information is kept confidential when it identifies an individual by name, address, or other information. Confidential information requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction.
3. The parties to this Agreement shall keep all information that is exchanged between them in the strictest confidence, in accordance with Section 10850 of the Welfare and Institutions Code. All records and information concerning any and all persons referred to the Group Home shall be considered and kept confidential by the Group Home, its staff, agents, employees and volunteers. The Contractor, shall require all of its employees, agents, subcontractors and volunteer staff who may provide services under this agreement with the County of Riverside before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to the Group Home by Riverside County.



4. The confidentiality of Juvenile Court records is established under section 827 and 828 of the Welfare and Institutions Code, California Rules of Court, Rule 5.552 and case law. The Juvenile Court has exclusive jurisdiction over juvenile records and information. It has the responsibility to protect the interests of children and their families in the confidentiality of any records and information concerning children involved in the justice system. The Juvenile Court is responsible for providing a reasonable method for release of these records and information in appropriate circumstances.
5. Contractor shall ensure that no person will publish, disclose, use, permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Agreement. The Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Agreement of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.

#### **E. EQUAL EMPLOYMENT OPPORTUNITIES**

By signing this Agreement or accepting funds under this Agreement, the Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Department of Labor regulations (41 CFR Chapter 60).

#### **F. EMPLOYMENT PRACTICES**

1. The Contractor shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement, and to the extent they shall apply, with the provisions of the Fair Employment and Housing Act (Gov. Code 12900 et seq), and the Federal Civil Rights Act of 1964 (P. L. 88-352).
2. In the provision of benefits, the Contractor shall certify and comply with Public Contract Code 10295.3, to not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees.

For the purpose of this section Domestic Partner means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

#### **G. CLIENT CIVIL RIGHTS COMPLIANCE**

1. Assurance of Compliance

The Contractor shall complete the Vendor Assurance of Compliance with Riverside County Department of Public Social Services Non-Discrimination in State and Federally Assisted Programs, attached hereto as **Exhibit C** and incorporated herein by this reference. The Contractor will sign and date **Exhibit C** and return it to DPSS along with the executed Contract. The Contractor shall ensure that the administration of public assistance and social service programs are non-discriminatory. To the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance.

## 2. Client Complaints

The Contractor shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. The Contractor must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/pub13.pdf>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator  
Riverside County Department of Public Social Services  
10281 Kidd Street  
Riverside, CA 92503  
(951) 358-6841

## 3. Services, Benefits and Facilities

Contractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed.

For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation

that would be provided to another and includes, but is not limited to, the following:

- a. Denying a participant any service or benefit or availability of a facility.
- b. Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- c. Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

#### 4. Cultural Competency

Contractor shall make available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services.

For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

### **H. CLIENT GRIEVANCE POLICY**

Contractor shall establish a Client grievance policy and procedure that describes the system by which clients of service shall have the opportunity to express and have considered their views, grievance, and complaints regarding the Contractor's delivery of services. This system shall not negate the rights of a client for a State hearing.

### **I. HOLD HARMLESS/INDEMNIFICATION**

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees,

subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.

## J. INSURANCE

Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

### **Workers' Compensation:**

If Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. **Policy shall be endorsed to waive subrogation in favor of the County of Riverside;** and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

### **Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability,

personal and advertising injury, cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. **Policy shall name, in the following manner, "the County of Riverside, its Agencies, Districts, and Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents or representatives as Additional Insureds."** Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

#### **Professional Liability:**

**If, at any time during the duration of this Agreement and any renewal or extension hereof, the Contractor, its employees, agents or subcontractors provide professional counseling for issues of medical diagnosis, medical treatment, mental health, dispute resolution or any other services for which it is the usual and customary practice to maintain Professional Liability Insurance, the Contractor shall procure and maintain Professional Liability Insurance (Errors & Omissions), providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Consultant's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy Consultant shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with at retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificate of Insurance that Consultant has maintained continuous coverage with the same or original insurer. Coverage provided under items: Workers' Compensation, Commercial General Liability or Professional Liability will continue for a period of five (5) years beyond the termination of this Agreement.**

#### **Vehicle Liability:**

If Contractor's vehicles or mobile equipment are used in the performance of the obligations under this Agreement, Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. **Policy shall name, in the following manner, "the County of Riverside, its Agencies, Districts, Special Districts, their respective directors, officers, Board of Supervisors, elected or appointed officials, employees, agents, or representatives as Additional Insureds."**

#### **General Insurance Provisions – All lines:**

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII(A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
2. The Contractor's insurance carrier(s) must declare self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention's unacceptable to the County, and at the election of the County's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
3. The Contractor shall cause insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and original copies of Endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. **CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.**
4. It is understood and agreed to by the parties hereto and the CONTRACTOR'S insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured

retentions or self-insured programs shall not be construed as contributory.

5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
6. Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.
8. Contractor agrees to notify the County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

#### **K. LICENSES AND PERMITS**

In accordance with the provisions of the Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws.

The Contractor warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this Agreement.

#### **L. INDEPENDENT CONTRACTOR**

It is understood and agreed that the Contractor is an independent contractor and that no relationship of employer-employee exists between the parties hereto. Contractor and/or Contractor's employees shall not be entitled to any benefits payable to employees of the County including, but not limited to, County Worker's Compensation benefits. County shall not be required to make any deductions for employees of Contractor from the compensation payable to Contractor under the provision of this Agreement.

As an independent contractor, Contractor hereby holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement. As part of the foregoing indemnity, the Contractor agrees to protect and defend at its own expense, including attorney's fees, the County, its officers, agents and employees in any legal action based upon any such alleged existence of an employer-employee relationship by reason of this Agreement.

#### **M. SUBCONTRACT FOR SERVICES**

- a. The Contractor shall not enter into any subcontract with any subcontractor who:
  - i. Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
  - ii. Has within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - iii. Is presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and
  - iv. Has within a 3-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
- b. The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- c. The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- d. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives.



**N. ASSIGNMENT**

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of DPSS. Any attempt to assign or delegate any interest hereunder without said consent shall be void and of no force or effect.

**O. PERSONNEL DISCLOSURE**

Upon request by DPSS, the Contractor shall make available to DPSS a current list of personnel that are providing services under this Agreement who have contact with children or adult clients. The list shall include:

- (1) All staff who work full or part-time positions by title, including volunteer positions;
- (2) A brief description of the functions of each position and hours each position worked;
- (3) The professional degree and experience required for each position, if applicable.

DPSS has the sole discretion to approve or not approve any person on the Contractor's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupy positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult clients. DPSS shall notify the Contractor in writing of any person not approved, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval. Upon notification, the Contractor shall immediately remove that person from providing services under this Agreement.

**P. CHILD ABUSE REPORTING**

If Contractor is a mandated reporter under Penal Code Sections 11165 - 11174.3, the Contractor shall establish a procedure acceptable to the County and in accordance with applicable laws to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement report child abuse or neglect to a child protective agency as defined in the Penal Code.

**Q. ADULT AND ELDER ABUSE REPORTING**

The Contractor shall provide documentation of a policy and procedure acceptable to DPSS to ensure that all employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report elder and dependent adult abuse pursuant to Welfare & Institutions Code (WIC) Sections 15600 et seq.

**R. DEBARMENT AND SUSPENSION**

As a sub-grantee of federal funds under this Agreement, the Contractor certifies that it, and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; violation of Federal or State anti-trust status or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

Are not presently indicated or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in the paragraph above; and

Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

**S. COMPLIANCE WITH RULES, REGULATIONS, REQUIREMENTS, AND DIRECTIVES**

The Contractor shall comply with all rules, regulations, requirements, and directives of the California Department of Social Services, other applicable state agencies, and funding sources which impose duties and regulations upon DPSS, which are equally applicable and made binding upon the Contractor as though made with the Contractor directly.

**T. DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed by Agreement, shall be disposed by DPSS which shall furnish the decision in writing. The decision of DPSS shall be final and conclusive until determined by a court of competent jurisdiction to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. The Contractor shall proceed diligently with the performance of the Agreement pending DPSS' decision.

**U. SANCTIONS**

Failure by the contractor to comply with any of the provisions covenants, requirements, or conditions of this Agreement including, but not limited to,

reporting and evaluation requirements, shall be a material breach of this Agreement. In such event, DPSS may immediately terminate this Agreement and may take other remedies available by law, or otherwise specified in this Agreement. DPSS may also:

1. Afford the Contractor a time period within which to cure the breach, the period of which shall be established at the sole discretion of DPSS;
2. Not place any additional children with the agency;
3. Based upon the seriousness of the breach, immediately remove all children placed with the agency, and suspend future placements; and/or
4. Rescind Letter of Support issued by the County.

#### **V. TERMINATION**

This Agreement may be terminated without cause by either party by giving thirty (30) days written notification to the other party. In the event DPSS elects to abandon, indefinitely postpone, or terminate the Agreement, DPSS shall make payments for all services performed up to the date that written notice was given in a prorated amount.

#### **W. GOVERNING LAW**

This Agreement shall be interpreted according to the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

#### **X. MODIFICATION OF TERMS**

No addition to or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in writing and formally approved and executed by both parties.

#### **Y. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein.

## EXHIBIT A – SCOPE OF WORK (SOW)

Contractor:

Contract Number:

Effective Period:

Programs:

### CONTRACTOR RESPONSIBILITIES

1. Assign staff to be liaison between the Contractor and DPSS.
2. The Contractor shall, throughout the term of this Agreement, provide adult education and vocational training services to all participants referred by DPSS. All program services and reporting requirements must be performed in compliance with Exhibit B.
3. The Contractor shall provide any combination agreed upon of the following programs, On-site or On-campus, to eligible participants as follows: ESL, ABE, GED, Pre-GED, GED Testing, HSD, HSE, Pre-HSE, HiSET Testing, TASC:
  - a. Evaluate the individual participant's educational and/or vocational skills training needs and prepare a related Education Plan addressing these needs.
  - b. Assure the student enrollment process by initiating enrollment services as specified in Exhibit B.
  - c. Monitor the progress of each participant through periodic testing assignments.
  - d. Maintain contact with DPSS Case Management to help facilitate and provide input to the referral process.
  - e. Maintain attendance records on all participants.
  - f. Dis-enroll any participant for habitual absenteeism and/or irregular attendance.
  - g. Provide electronic attendance reports to the DPSS DART weekly, in the attached format (Exhibit B, Attachment A, Form 7), by e-mailing said

reports to [DPSSDARTContracts@rivco.org](mailto:DPSSDARTContracts@rivco.org), no later than five (5) school days following the week for which attendance is being reported.

- h. Refer all participants back to the referring Case Manager upon completion of his/her education services component. The Contractor will write completion comments on the C-IV Plan 109 Form and email the form to the referring Case Manager with a cc: to [DPSSDARTContracts@rivco.org](mailto:DPSSDARTContracts@rivco.org).
  - i. Provide Internet based online instruction, if available, to participants in compliance with items a – h, above.
4. The Contractor shall provide vocational training and education classes to eligible participants that lead to certification or a certificate of completion in a vocational field that is in high demand in the local job market.
  5. The Contractor shall provide DPSS with a copy of its academic calendar on or before the first day of classes under this Agreement to [DPSSDARTContracts@rivco.org](mailto:DPSSDARTContracts@rivco.org).
  6. The Contractor shall provide DPSS with a copy of its published fee schedule for all ancillary costs on or before the first day of classes under this Agreement to [DPSSDARTContracts@rivco.org](mailto:DPSSDARTContracts@rivco.org).
  7. If fee schedules are not submitted pursuantly, then reimbursement will be based on the Contractor's fee schedule from the previous academic year or prevailing rates, whichever is less.
  8. The Contractor shall provide DPSS with a copy of its ESL quarterly testing schedule on or before the first day of classes under this Agreement to [DPSSDARTContracts@rivco.org](mailto:DPSSDARTContracts@rivco.org).
  9. The Contractor shall submit all claims for payment along with supporting documentation that corresponds with the program services rendered for the claiming period, as specified in Exhibit B, Attachment A and Section V, Subsection C, of this Agreement.

10. The Contractor shall have in place and adhere to a Client Confidentiality Policy, as specified in Section VI, Subsection D, of this Agreement. Said policy shall be made readily available for review upon request by DPSS.
11. The Contractor shall have in place and adhere to a Client Grievance and Due Process Policy, as specified in Section VI, Subsection H, of this Agreement. Said policy shall be made readily available for review upon request by DPSS.
12. The Contractor shall have in place and adhere to a Child Abuse Reporting Policy, as specified in Section VI, Subsection P, of this Agreement. Said policy shall be made readily available for review upon request by DPSS.
13. The Contractor shall have in place and adhere to an Adult and Elder Abuse Reporting Policy, as specified in Section VI, Subsection Q, of this Agreement. Said policy shall be made readily available for review upon request by DPSS.
14. Include an on-site \_\_\_\_\_ class using a performance-based payment model.
  - a. The on-site \_\_\_\_\_ classes will be offered at the XXXX DPSS District Office.
  - b. A total of XX participants can be accepted into the on-site \_\_\_\_\_ classes.
  - c. A substitute instructor will be available in the absence of the original instructor.
15. Eligibility for the on-site program will be determined by DPSS utilizing the CASAS Test or by the Adult School utilizing the Test of Adults Basic Education (TABE) reading score of \_\_\_\_\_.
  - a. A low math score will not exclude a participant from participating in the on-site program.
  - b. Participants referred by DPSS will be tested to assess their readiness to participate in the \_\_\_\_\_ on-site program.

- c. Participants may be accepted into the on-site program from the Welfare to Work (WTW) or any other funded Programs.
  - d. Those not qualified for the on-site program will be referred to the on-campus program and served at (CONTRACTOR).
  - e. The utilization of the \_\_\_\_\_ practice test may be used to determine readiness to the \_\_\_\_\_ test.
16. Utilization of a performance-based payment model will be used for the on-site program.
- a. \$50 testing fee to assess the readiness of the participant.
  - b. \$35 e-voucher to cover cost of HSE test for each section.
  - c. \$250 per section passed per participant, maximum of \$1,000 for participants who pass all 4 sections of the GED exam.”
  - d. \$200 per section passed per participant, maximum of \$1000 for participants who pass all 5 sections of the HiSET exam.”
17. Include an on-campus \_\_\_\_\_ class using a performance-based payment model.
- a. The on-campus \_\_\_\_\_ classes will be offered at the Adult School campus.
18. Eligibility for the on-campus program will be determined by DPSS utilizing the CASAS Test or by the Adult School utilizing the Test of Adults Basic Education (TABE) reading score of \_\_\_\_\_.
- a. A low math score will not exclude a participant from participating in the on-campus program.
  - b. Participants referred by DPSS will be tested to assess their readiness to participate in the \_\_\_\_\_ on-campus program.
  - c. Participants may be accepted into the on-campus program from the Welfare to Work (WTW) or any other funded Programs.

- d. The utilization of the \_\_\_\_\_ practice test may be used to determine readiness to the \_\_\_\_\_ test.
19. Utilization of a performance-based payment model will be used for the on-campus program.
- a. \$50 testing fee to assess the readiness of the participant.
  - b. \$35 e-voucher to cover cost of HSE test for each section.
  - c. \$250 per section passed per participant, maximum of \$1,000 for participants who pass all 4 sections of the GED exam.”
  - d. \$200 per section passed per participant, maximum of \$1000 for participants who pass all 5 sections of the HiSET exam.”
20. Include an on-campus \_\_\_\_\_ class.
- a. The on-campus \_\_\_\_\_ classes will be offered at the Adult School campus.
  - b. A total of XX participants can be accepted into the on-campus \_\_\_\_\_ classes.
21. Eligibility for the on-campus program will be determined by DPSS utilizing the CASAS Test or by the Adult School utilizing the Test of Adults Basic Education (TABE) reading score of \_\_\_\_\_.
- a. A low math score will not exclude a participant from participating in the on-campus program.
  - b. Participants referred by DPSS will be tested to assess their readiness to participate in the \_\_\_\_\_ on-campus program.
  - c. Participants may be accepted into the on-campus program from the Welfare to Work (WTW) or any other funded Programs.
  - d. The utilization of the \_\_\_\_\_ practice test may be used to determine readiness to the HSE test.
22. The Contractor shall submit all claims for payment along with supporting documentation that corresponds with the program services rendered for the claiming period, as specified in Exhibit B, Attachment A and Section V, Subsection C, of this Agreement.



# *Cal*WORKS

## ADULT EDUCATION PROGRAM HANDBOOK



Prepared by  
Riverside County Department of Public Social Services

# TABLE OF CONTENTS

Updated 05/09/17 – FINAL DRAFT .....	0
TABLE OF CONTENTS .....	1
Introduction .....	3
<b>SECTION I: NON-CAL-LEARN PARTICIPANTS</b> .....	3
DPSS Contacts .....	3
Enrollment Process .....	4
Claiming and Billing Requirements .....	7
Enter the following information in the provider section: .....	9
ABE (Adult Basic Education), Pre-GED and Pre-HSE .....	9
California State Approved High School Equivalency Exams (HSE) .....	14
High School Diploma (HSD) .....	16
Attendance Reporting .....	17
Vocational Education Form 8-VOC Ed .....	20
Ancillary Costs Form 9-Ancillary .....	20
<b>SECTION II: CAL-LEARN PARTICIPANTS</b> .....	22
Background .....	22
Participant Service .....	22
Participant File .....	22
Assessment Testing .....	23
Counseling Session .....	23
Education Plan .....	23
Enrollment Completion .....	23
Component Completion .....	24
Registration – New Enrollments Form 1-REG .....	24
Attendance Reporting .....	25
Progress Reports (FORM -10- CL Progress Report) .....	27
Ancillary Costs Form 9-Ancillary .....	28
<b>SECTION III: PERFORMANCE-BASED PAYMENT MODEL</b> .....	29
Introduction .....	29
Eligibility Criteria to Participate in the Performance Based On-site Program .....	29
Eligibility Criteria to Participate in the Performance Based On-campus Program .....	30
Performance-based Payment Model .....	30

## FORMS

<b>Form Title or Description</b>	<b>Form #</b>
Referral Form	C-IV Plan 109
Adult School Payment Request	DPSS Form 2076G
Registration-New Enrollments	Form 1-REG
Claim for ABE Testing	Form 2-ABE
Grade Level Growth Reporting	Form 3-Grade Level
Claim for ESL Testing/Completion Only	Form 4-ESL
High School Equivalency Exam Certification Claiming	Form 5-High School Equivalency Exam
High School Credit/Diploma Claiming	Form 6-HSD
Attendance Reporting	Form 7-Attendance Rpt
Vocational Education Fees	Form 8-Voc Ed
Ancillary Costs	Form 9-Ancillary
Cal-Learn Progress Report	Form 10 -CL Progress Rpt
Weekly Student Attendance Log	Form 11-Weekly Attendance Log

# Introduction

## SECTION I: NON-CAL-LEARN PARTICIPANTS

### Overview

This Handbook serves as a guide to the terms and conditions of your contract with Riverside County Department of Public Social Services (DPSS). It clarifies the scope of work required to ensure service, performance, and billing/forms comply with contract terms and agreements. It is in effect as of July 1, 2017.

### Background

CalWORKs is a Welfare-to-Work (WTW) program that gives cash aid and services to eligible needy California families and requires that recipients engage in activities aimed at reducing poverty and increasing self-sufficiency by assisting participants with job retention and career advancement.

### Adult School Responsibility

The Adult School shall assist participants in reaching higher levels of academic achievement and prepare them for a self-supporting lifestyle in the competitive work place, by providing instruction in ESL, ABE, On-site ABE/HSE, On-Campus ABE/HSE, HSE, HSD, GED, Pre-GED, as well as vocational training.

Because of time limits, it is essential that participants complete training and educational programs within a reasonable time frame, usually between 6-12 months.

---

## DPSS Contacts

### Program

Regional Office	Telephone #	Regional Office	Telephone #
Administration	(951) 358-4000	Hemet	(951) 791-3000
Banning	(951) 922-7000	Indio	(760) 863-2900
Blythe	(760) 921-5700	Jurupa	(951) 509-8000
Cathedral City	(760) 773-6800	La Sierra	(951) 358-6700
Corona-Norco	(951) 272-5550	Moreno Valley	(951) 413-5500
Desert Hot Springs	(760) 329-2797	Perris	(951) 940-6600
Elsinore-Temecula	(951) 245-3100	Cal-Learn Liaison	(760) 909-0112

### Self Sufficiency Administration

Administration	Telephone #
DPSS Administration Resource Team (DART)	(951) 358-3120

## Fiscal

Billing/Reimbursement Department	Telephone #
Management Reporting Unit	(951) 358-7014

## Contracts

Procurement Department	Telephone #
Contracts Administration Unit	(951) 358-3760

## Enrollment Process

### Participant Service

The Adult School will provide explanation and assistance to participants in the completion of the appropriate State of California approved adult school enrollment forms.

### Participant File

A DPSS participant file, separate from the cumulative file, shall be developed upon enrollment and contain the following:

<ul style="list-style-type: none"><li>• A signed C-IV Plan 109 by the referring DPSS Case Manager for CalWORKs-eligible DPSS participants.</li></ul>	<ul style="list-style-type: none"><li>• Education Plan</li></ul>
<ul style="list-style-type: none"><li>• Record of participant counseling sessions (as appropriate)</li></ul>	<ul style="list-style-type: none"><li>• A list of all test results including answer sheets, if available</li></ul>
<ul style="list-style-type: none"><li>• Proof of notification to DPSS Case Manager via the C-IV Plan 109 of:<ul style="list-style-type: none"><li>○ Acceptance of participant into the Adult School's program</li><li>○ Start date of Adult School activity (handwritten in the "Comments" section of the C-IV Plan 109)</li><li>○ Non-enrollment of the participant into the Adult School's program</li><li>○ Termination from program</li><li>○ Request for change in educational component</li><li>○ Any other correspondence with the DPSS Case Manager via the C-IV Plan 109</li></ul></li></ul> <p>A fax transmittal sheet or a copy of the successfully sent email to DPSS staff showing confirmation that the notification was successfully transmitted or with the emailed scanned copy of the C-IV Plan 109 would suffice as proof.</p>	

Participant files shall be used to retain all official documentation pertaining to participants while enrolled with your school.

### C-IV Plan 109 – Referral Document

All non-CalLearn participants shall have a referral form (C-IV Plan 109) signed by the DPSS Case Manager referring them to your school. The referral form will be scanned and emailed, or mailed directly to the Adult School by the DPSS Case Manager.

A written response via email from Adult School staff responding to the referral is required within twenty (20) calendar days of receiving the C-IV Plan 109 Form, indicating the following:

<ul style="list-style-type: none"> <li>• Whether or not the participant reported to you as directed</li> </ul>	<ul style="list-style-type: none"> <li>• Test scores</li> </ul>
<ul style="list-style-type: none"> <li>• The projected hours/days of attendance</li> </ul>	<ul style="list-style-type: none"> <li>• If applicable, participant activity start date handwritten in the "Comments" section</li> </ul>
<ul style="list-style-type: none"> <li>• Date stamped or written to show when the form was received</li> </ul>	

Upon completion of the C-IV Plan 109, a copy is sent to the DPSS Case Manager, and a copy (or original) is maintained on-site in the participant's file. An email transmittal sheet showing confirmation that the email was successfully received shall suffice as proof.

**It is required this form be used to notify the referring DPSS Case Manager that a participant was not enrolled, was terminated from the program, or when a request for change in an educational component is being made. Approval must be received from the DPSS Case Manager prior to enrolling in the new component.**

A revision to the original start and end dates on a C-IV Plan 109 may be made in writing by the teacher or counselor, with a copy sent to the DPSS Case Manager for review and approval via email. A change in activity/component requires a new C-IV Plan 109.

A participant can be in more than one component at the same time; however, prior approval by the DPSS Case Manager is required, along with a C-IV Plan 109.

### **Assessment Testing**

In order to establish benchmark entry grade level, at the time of enrollment, all participants of the ABE, Pre-GED, Pre-HSE and HSD programs, including online participants, shall be given one (1) of the following: 1) the TABE reading, math, and language sections, or 2) the CASAS math, reading sections. All participants of the ESL program shall be given the CASAS reading and listening sections. The school may determine placement differing from the CASAS indicator; however, the Adult School can only bill for grade level growth if a TABE or CASAS test was administered.

If the Adult School chooses the TABE or CASAS as the initial test to determine the benchmark entry grade level, progress payments will be made for scores above the initial scores.

Participants demonstrating significant progress may be assessed on a monthly basis at the teacher's discretion. No performance payments will be paid for participants who are enrolled in the high school diploma track.

The results of the TABE or CASAS, or the grade, may be provided to the Case Manager for progress determination.

## Counseling Session

Use this table to determine the type of counseling session:

If	Then
HSD	<ul style="list-style-type: none"> <li>One-on-one by school counselor or teacher to review status of participant's progress towards their HSD.</li> </ul>
ESL	<ul style="list-style-type: none"> <li>Group setting is allowed and may be facilitated by classified support staff.</li> </ul>
ABE, HSE, Pre-GED, Pre-HSE and Vocational Education Certification	<ul style="list-style-type: none"> <li>One-on-one by school counselor or teacher.</li> </ul>

## Education Plan

The Education Plan is to be developed during the one-on-one (ABE, Pre-GED, Pre-HSE, HSE, HSD, and Voc Ed) or group (ESL) counseling session. The Education Plan shall specify the following:

- Test scores,
- Educational services to be provided, and
- Length of time services will be provided (inclusion of C-IV Plan 109 suffices).

## Enrollment Completion

Enroll the participant in the appropriate ESL, ABE, Pre-GED, Pre-HSE, GED, HSE or HSD education program.

Complete the C-IV Plan 109 with test results and start date, and return to the DPSS Case Manager.

The enrollment process is complete when all assessment tests are completed and the participant has been given a start date to begin classes.

## Component Completion

Due to federally mandated requirements, the DPSS Case Manager must verify all completions; therefore, a copy of all completion documents must be provided to the DPSS Case Manager.

Component	Formal Completion
ABE, Pre-GED or Pre-HSE	<ul style="list-style-type: none"> <li>Attainment of a 9<sup>th</sup> grade cumulative testing level in all three teaching components of the TABE (math, reading, and language); or</li> <li>Attainment of a 9<sup>th</sup> grade testing level on the CASAS</li> </ul>
ESL	<ul style="list-style-type: none"> <li>A score of higher than 215 on the CASAS in both reading and listening</li> </ul>

HSE	<ul style="list-style-type: none"> <li>• Attainment of a California State approved High School Equivalency Exam certificate</li> </ul>
HSD	<ul style="list-style-type: none"> <li>• Attainment of a High School Diploma</li> </ul>
Voc Ed	<ul style="list-style-type: none"> <li>• Certification of competency/completion</li> </ul>

## Claiming and Billing Requirements

**Please note:** Because an original signature is **required** on the Adult School Payment Request Form DPSS 2076G, it shall be sent via U.S. Mail to the DPSS Management Reporting Unit (MRU). Send electronic copies of the supporting documentation forms (Forms 1 through 11) in the original Excel format to the DPSS MRU. These forms are provided at the beginning of the contract period. The original copies of supporting documentation shall be maintained by the schools for auditing purposes.

### Adult School Payment Request Form DPSS 2076G

DPSS 2076G Adult School Payment Requests must be received by the MRU Unit no later than two (2) months after the month client services were rendered. This includes supplemental invoices.

DPSS 2076G Adult School Payment Requests received later than two (2) months after the month client services were rendered may be denied for the reimbursement and an e-mail will be sent to the Adult School.

DPSS will pay for the registration and attendance fees only for CalLearn program participants referred by the Department of Public Health.

Each claim shall be for the period of one calendar month. Supplemental invoices should be claimed separately.

For more detail and instruction on claims including time frames, reference the contract Section IV.C. Method, Time and Schedule/Condition of Payments.

Form DPSS 2076G is required as the cover sheet for each group of billing forms and essentially summarizes all the payment claims. The following is clarification on the sections to be completed:

Section	Description
Remit to Name	<ul style="list-style-type: none"> <li>• Type or print the name and complete address of the agency to which this check is to be submitted. Use address as stated on the P.O. request.</li> </ul>
Adult School	<ul style="list-style-type: none"> <li>• Your school's name as it appears on the contract.</li> </ul>
Contract #	<ul style="list-style-type: none"> <li>• Your specific contract number usually beginning with "CW".</li> </ul>
Total amount requested	<ul style="list-style-type: none"> <li>• Total of all payments from claiming categories for the claiming period (month).</li> </ul>
Any questions	<ul style="list-style-type: none"> <li>• Usually the name and phone number of the person who supervises the person preparing the billing claims.</li> </ul>
Authorized Signature	<ul style="list-style-type: none"> <li>• An administrator in your agency authorized to submit for and receive funding usually a principal, dean, director, etc. <b>Original</b> signature must be submitted.</li> </ul>



## **Registration – New Enrollments Form 1-REG**

Your school may claim payment for newly enrolled participants who have completed the registration process including:

• Participant file folder	• Assessment testing
• All required enrollment forms	• Counseling session
• Participant has been given a start date	• Education Plan

An enrollment payment of \$210.00 will be paid for each participant excluding those enrolled in a vocational component. Participants who exit a component then re-enroll in the same component within ninety (90) calendar days of the initial assessment tests are not eligible for the \$210.00 enrollment payment. Participants who exit a component then re-enroll in that same component after ninety (90) calendar days of the initial assessment testing are eligible for the \$210.00 payment provided new assessment tests are administered.

Participants referred to a new component which requires a new assessment test at a different level or type than was initially administered within a ninety (90) calendar day period are eligible for the \$210.00 payment.

Note: The \$210.00 enrollment payment is inclusive of all fees necessary to register or enroll in a class.

Under no circumstances may the enrollment fee be modified. (The fee cannot be “split” for any reason).

If the registration process begins in a particular month but is completed the following month, use the later month for billing purposes. For instance, if a participant begins enrollment on January 30<sup>th</sup> then returns on February 2<sup>nd</sup> to complete the process, claim that participant’s enrollment payment on the February billing.

Documentation showing each participant’s **TABE or CASAS** test scores for all sections must be submitted with each registration billing.

### **Enter the following information on form 1-Reg:**

- Enter your school’s name and contact person
- Enter the report month, year and total amount billed for all pages
- Enter the participant’s last and first name
- Enter the participant’s C-IV case number
- Enter the appropriate program in which the participant is enrolled (ABE, Pre-GED, GED, Pre-HSE, HSE, HSD, ESL, or VOC ED)
- Enter the completion date of all required assessment testing forms. This date must match the report month.

- Indicate type of test (CASAS, TABE or HIGH SCHOOL EQUIVALENCY Pre-Test). Can only be one CASAS or TABE test per participant.
- Enter test date
- Enter reading, math, and language scores
- Enter total participants (this page)
- Total billed (this page) is a formulated field
- Print the name of the person who prepared the form
- Signature of the person who prepared the form

**A C-IV Plan 109 and test scores must be submitted for each non-Cal-Learn participant.**

Enter the following information in the provider section:

- Enter the participant's first and last name
- Enter the month and year participant accepted in the program
- Mark Yes or No for acceptance
- Enter the training site location and contact person
- Enter reading, math, and language scores
- Signature by authorized provider
- Signature date

## **ABE (Adult Basic Education), Pre-GED and Pre-HSE**

### **Performance Payments**

Performance payments for non-CalLearn ABE participants will be made per individual component, using the TABE or CASAS up to, and including, the point that a 9th cumulative grade level is reached, and the participant is referred back to the DPSS Case Manager.

### **ABE, Pre-GED and Pre-HSE Testing Form 2 - Claim for ABE, Pre-GED and Pre-HSE Testing (NOT FOR NEW ENROLLMENTS)**

You may claim payment for administering **subsequent** TABE or CASAS tests **after** initial enrollment. \$100.00 can be billed **per test, not per section**. Copies of the participant's TABE or CASAS test scores must be submitted with billings. No HSE, HSD or ESL services can be billed on this form.

- Complete your school's name and contact person
- Enter the report month, year and total amount billed for all pages
- Enter the participant's last and first name

- Enter the participant's C-IV case number
- Enter the appropriate program in which the participant is enrolled
- Enter test date
- Enter TABE or CASAS reading, math, and language scores
- Enter total number of tests on this page
- Total billed (this page) is a formulated field
- Print the name of the person who prepared the form
- Enter signature of the person who prepared the form

### **TABE/CASAS Performance Payment Levels Form 3-Grade Level**

An exit battery of the appropriate TABE or CASAS test shall be given upon the disenrollment of the student to capture any growth. Students exit the ABE, Pre-GED, or Pre-HSE activity when they reach an overall 9<sup>th</sup> grade or higher level on the TABE or CASAS test.

ABE, Pre-GED and Pre-HSE performance payments will be made at the rate of \$140.00 per grade level growth. Anything below a score of 200 on the CASAS is considered at the same grade level and is not eligible for growth. In the case of participants changing assessment tests, the median TABE grade level will be used (e.g. 4 to 5.9 on TABE grade level being equivalent to 5 on CASAS grade level).

<b>ABE Reading, Math, Language Scale Score and Grade Level Correlation</b>			
	<b>Scale Scores for TABE 7/8 &amp; 9/10</b>	<b>GLE Level</b>	<b>NRS Level</b>
<b>Reading Math Language</b>	< 367 < 313 < 392	0 - 1.9	Beginning ABE Literacy
<b>Reading Math Language</b>	368 - 460 314 - 441 393 - 490	2 - 3.9	Beginning ABE
<b>Reading Math Language</b>	461 - 517 442 - 505 491 - 523	4 - 5.9	Low Intermediate ABE
<b>Reading Math Language</b>	518 - 566 506 - 565 524 - 559	6 - 8.9	High Intermediate ABE
<b>Reading Math Language</b>	567 - 595 566 - 594 560 - 585	9 - 10.9	Low ASE
<b>Reading Math Language</b>	> 596 > 595 > 586	11 - 12.9	High ASE

For these CASAS Reading scaled scores...	For these CASAS Math scaled scores...	...fill in the corresponding grade level on the required form **	Approximate NALS Levels***
below 200		1	1
201 – 205		2	1
206 – 210	below 200	3	1
211 – 215	201 – 205	4	1
216 – 220	206 – 210	5	1
221 – 225	211 – 215	6	1
226 – 230	216 – 220	7	1
231 – 235	221 – 225	8	1
236 – 240	226 – 230	9	2
241 – 245	231 – 235	10	2
246 – 250	236 – 240	11	2
251 – 255	241 – 245	12	2/3
256+	245+	13+	3

**Note:** Form 3-Grade Level is also used for **HIGH SCHOOL EQUIVALENCY EXAM** grade level growth (\$140.00 per level). See HIGH SCHOOL EQUIVALENCY EXAM section page 13.

Copies of participant's TABE or CASAS test scores (**current and previous**), must be submitted with billings.

- Complete your school's name and contact person
- Enter the report month, year and total amount billed for all pages
- Enter the participant's last and first name
- Enter the participant's C-IV case number
- Enter the appropriate program in which the participant is enrolled (ABE, Pre-GED, Pre-HSE, or High School Equivalency)
- Enter the previous high test date
- Enter the previous highest TABE or CASAS test scores by component
- Enter new test date
- Enter the new TABE or CASAS test scores by component
- Indicate the total growth (if the same or less, put "0") for each student

- Total amount due is a formulated field
- Total billed (this page) is a formulated field
- Print the name of the person who prepared the form
- Enter signature of the person who prepared the form

**English as a Second Language (ESL)**

**Performance Payments**

You may claim CASAS tests not given as part of new enrollments.

No performance payments shall be made under this contract for ESL instruction.

**ESL Testing and Completion Form 4-ESL**

CASAS testing for ESL participants shall be administered to measure the participants' reading and listening skills. This test shall be given immediately upon enrollment and is covered in the initial registration component payment of \$210.00.

Schools can bill for CASAS testing no more than once per school calendar quarter, up to four (4) times per year for each ESL participant to monitor participant progress.

A payment of \$44.00 can be claimed per CASAS test when component completion did not occur.

A copy of each participant's CASAS test scores for all sections must be submitted with each billing.

ESL component is complete when the client earns a score of at least 215 on the ESL CASAS Test. A minimum score of 215 must be achieved in both reading and listening sections for component completion.

When the component is complete, a one-time payment rate of \$292.00 can be claimed, which includes the \$44.00 testing fee.

<b>ESL Reading Scale Score</b>			
<b>CASAS Level</b>	<b>Scale</b>	<b>ESL Level</b>	<b>NRS Level</b>
A	180 and below	Beginning ESL Literacy	1
	181-200	Beginning ESL	
B	201-210	Low Intermediate ESL	2
	211-220	High Intermediate ESL	3
C	221-235	Low Advanced ESL	4
D	236-245	High Advanced ESL	5
E	246 and above		6

ESL Listening Scale Score			
CASAS Level	Scale	ESL Level	NRS Level
A	180 and below	Beginning ESL Literacy	1
	181-189	Low Beginning ESL	2
	190-199	High Beginning ESL	3
B	200-209	Low Intermediate ESL	4
B	210-218	High Intermediate ESL	5
C	219-227	Low Advanced ESL	6

List only those participants actually tested for the reporting month.

- Complete your school's name and contact person
- Enter the report month, year and total amount billed for all pages
- Enter the student's last and first name
- Enter the student's C-IV case number
- Enter the appropriate program in which the participant is enrolled
- Enter the student's previous test date and score
- Enter the student's new test date and score
- Enter the growth rate
- Enter the test fee (\$44.00 per test) **if ESL completion has not occurred**
- Enter the ESL one-time completion fee (\$292.00) **when ESL completion has occurred**. This amount includes the \$44.00 test fee.
- Total CASAS test without ESL completion (this page) is a formulated field
- Total CASAS ESL completion payment is a formulated field
- Total billed (this page) is a formulated field
- Print the name of the person who prepared the form
- Enter signature of the person who prepared the form

# California State Approved High School Equivalency Exams (HSE)

## Participants referred for the HSE test only and not enrolled in the Adult School

A participant not enrolled in a HSE test prep component may be referred to the adult school to take any California State approved HIGH SCHOOL EQUIVALENCY Certification Test with the approval of the DPSS Case Manager. The C-IV Plan 109 referral shall stipulate "High School Equivalency Test Examination Only," or similar wording. A TABE or CASAS test is not necessary for this, unless the school representative has aptitude concerns. Only the testing fee will be paid, not sections passed. Effective 1/1/2014, this only applies to a HIGH SCHOOL EQUIVALENCY EXAM testing site that is not using DPSS-provided testing vouchers.

## Changing Components - HSE to HSD

If the Adult School finds that a participant assigned to the HSE educational component is better suited for the high school diploma track, then that school shall return a copy of the original C-IV Plan 109 to the referring DPSS Case Manager. (Usually if no more than twenty-five (25) units needed to graduate and a reasonable level of proficiency on the TABE or CASAS has been achieved.)

*The Case Manager will have the final decision on this change.*

In addition to the C-IV Plan 109, the Adult School will attach an Education Plan outlining:

- The total number of credits required for completion of the HSD.
- A list of the courses required for HSD completion.
- Request for a new C-IV Plan 109 recommending the HSD component.
- If electives are part of the Education Plan, the school must identify the electives as such.

If the request is approved, the DPSS Case Manager will issue a new C-IV Plan 109 authorizing a transfer to the HSD component. The school must maintain the new C-IV Plan 109 in the participant's file along with a copy of the participant's transcript. The participant must continue through to completion when transferred to the HSD track.

If the request is denied, the participant will continue with the HSE component.

## Changing Components – HSD to ABE or HSE to ABE

If the Adult School finds that a participant assigned to the HSE or HSD educational component is better suited for the ABE track, then that school must request and maintain a new C-IV Plan 109 showing the new component in the participant's file.

## HIGH SCHOOL EQUIVALENCY Performance Payment Levels: Form 3-Grade Level

(See TABE/CASAS Performance Payment Levels pages 9 - 11)

Performance payments will be made at the rate of \$140.00 per grade level growth.

**No HSE performance payment will be made for growth beyond the twelfth grade level in any category.**

### **HIGH SCHOOL EQUIVALENCY Certification Testing Fees and Sections Passed Form 5-HIGH SCHOOL EQUIVALENCY EXAM**

A participant enrolled in HSE prep may be administered any State of California approved HIGH SCHOOL EQUIVALENCY Certification Test when the participant has achieved a predictor score of at least:

- For the TABE- Level D:
  - Seventy-five percent (75%) or a score of at least 568 for reading
  - Eighty-four percent (84%) or a score of 570 for mathematics computation
  - Seventy-eight percent (78%) or a score of 563 for applied mathematics
- For the CASAS
  - a reading score of at least 236
  - a math score of at least 226

Exceptions may be allowed on a case-by-case basis upon a joint recommendation of the DPSS Case Manager, the adult education provider, and with DPSS Regional Manager's approval.

The schools may bill up to the published public rate to cover the HIGH SCHOOL EQUIVALENCY EXAM testing fee. The public rate must be provided to DPSS on or before the first day of the academic year.

There are two options for paying for HIGH SCHOOL EQUIVALENCY tests:

1. Notify the participant's DPSS Case Manager via email that the participant is ready to take some or all parts of the General Education Development (GED) HIGH SCHOOL EQUIVALENCY test provided by Pearson Vue or the HiSET test provided by ETS. The DPSS Case Manager will be responsible for signing the participant up to take the HIGH SCHOOL EQUIVALENCY GED test and any retakes utilizing vouchers purchased by DPSS. In the event that this option is chosen, no billing from the schools will be allowed for that participant on the Form 5-HIGH SCHOOL EQUIVALENCY EXAM.
2. The school can pay for any of the State of California approved HSE test(s) themselves then submit reimbursement via the Form 5-HIGH SCHOOL EQUIVALENCY EXAM for the per section cost for the test. Confirmation that the participant was scheduled for the test must be attached to the claim form.

The school may bill \$45.00 per HSE test section passed if the participant is enrolled at the school requesting payment.

Subsequent payment will only be made for sections not previously passed within the calendar year.

Copies of participant's HSE certification test results/certificate must be submitted with billings.

- Complete your school's name and contact person
- Enter the report month, year and total amount billed for all pages



- Enter the participant's last and first name
- Enter the participant's C-IV case number
- Enter the appropriate program in which the participant is enrolled
- Enter date the participant enrolled in HSE program
- Enter date of 1<sup>st</sup> HSE test
- Enter date of re-test
- Enter the amount due for the test/re-test fee. Must match fee schedule submitted, including re-test fee.
- Enter the number of HSE test sections passed
- Amount due of sections passed is a formulated field
- Total due is a formulated field
- Total amount of HSE testing fees is a formulated field
- Total amount of HSE test sections passed is a formulated field
- Total billed (this page) is a formulated field
- Print the name of the person who prepared the form
- Enter signature of the person who prepared the form

## High School Diploma (HSD)

### Performance Payments

**No performance payments will be paid for participants who are enrolled in the high school diploma track.**

### Payment for Completion of Units and Diploma Form 6-HSD

Each high school diploma class completion, which fulfills a pre-approved learning plan requirement, will be compensated at \$39.00 per unit.

A copy of a teacher-certified form listing class subjects and credits completed must be submitted with the billing.

A one-time payment of \$248.00 will be paid upon verifiable proof of completion of the high school diploma track.

A copy of either the participant's high school diploma or official high school transcripts indicating high school completion must be submitted with the billing.

- Complete your school's name and contact person
- Enter the report month, year and total amount billed for all pages

- Enter the participant's last and first name
- Enter the participant's C-IV case number
- Enter the appropriate program in which the participant is enrolled
- Enter subject and date completed
- Enter number of high school credits completed
- Total amount due (\$39.00/unit) is a formulated field
- Enter high school diploma completion date
- Enter the amount due of \$248.00 for each participant who has **completed the high school diploma requirement**
- Total amount for high school credits is a formulated field
- Total amount for high school diploma is a formulated field
- Total amount billed this page is a formulated field
- Print the name of the person who prepared the form
- Enter signature of the person who prepared the form

## Attendance Reporting

The Adult School shall maintain daily attendance records on all participants including those enrolled in online programs.

Provide electronic attendance reports to DPSS Administration **weekly**, in the suggested format (Form 11-Attendance Log) by e-mailing said reports to DPSS DARTContracts@rivco.org, no later than five (5) school days following the week for which attendance is being reported. Attendance reports in other formats may be substituted for the Form 11-Attendance Log. The report must indicate the program in which the participant is enrolled and the class hours attended.

Attendance reporting is federally mandated, with major impact on the program and this contract.

### Form 11-ATTENDANCE LOG – WEEKLY STUDENT ATTENDANCE LOG

- Complete your school's name
- Enter the reporting week
- Enter the participant's last and first name
- Enter the participant's C-IV case number

- Enter the appropriate program(s) in which the participant is enrolled (ABE, Pre-GED, GED, HSE, Pre-HSE, HSD, HiSET, TASC, ESL, or VOC ED)
- Enter the class name
- Enter the class start date
- Enter the scheduled class days
- Enter the number of hours attended each day
- Total number of hours attended for the week is a formulated field

### Satellite Locations and Online Programs

The Adult School will be responsible for participant attendance at all satellite locations where the online preparation program is offered.

The time that a participant spends logged into an online program as calculated by the course management system can be used for attendance purposes.

Attendance while logged into an online program must be verified by the Adult School.

Proof of verification must be submitted with billing or sent to the [DPSSDARTContracts@rivco.org](mailto:DPSSDARTContracts@rivco.org) email box.

### Monthly Reporting Form 7- Attendance Rpt

Beginning with the second month of instruction, a monthly reporting payment of \$100 will be paid per participant, not per program.

Enrollment begins when the participant physically registers and ends after two (2) consecutive weeks of non-attendance. A participant must attend at least one (1) day of instruction in ABE, Pre-GED, Pre-HSE, HSE, HSD, ESL, or vocational education curricula in the reporting month in order to qualify for this payment.

No reporting payment shall be paid for participants who are absent for two consecutive weeks when the school fails to notify or refer the participants back to their DPSS Case Manager within six (6) school business days. Further attendance may not be billed until a new C-IV Plan 109 is received from the DPSS Case Manager.

**This table summarizes reporting guidelines:**

IF	AND	THEN
The participant enrolls and participates in one day of instruction	in the second month of instruction or thereafter misses two (2) consecutive school weeks and the school reports it within six (6) school business days	a reporting payment will be made with verification.
The participant enrolls and participates in one day of instruction	in the second month of instruction or thereafter misses two (2) consecutive school weeks and the school does not report it within six (6) school	no reporting payment will be made.

	business days	
The participant enrolls	in the second month of instruction or thereafter and does not participate in one day of instruction	no reporting payment will be made.
The participant enrolls	participates without missing two (2) consecutive weeks in the following month or thereafter	a reporting payment will be made with verification.

If a participant is dis-enrolled and re-enrolls within the same calendar month in the same educational component, he/she is to be treated as a continuing participant; therefore, he/she is eligible for the \$100.00 reporting payments if they attended at least one day of instruction and did not miss two consecutive weeks of instruction after re-enrollment.

**Note:** The reporting payment for newly enrolled participants is included in the \$210.00 enrollment payment and should not be claimed on this form for participants newly enrolled. This form is for participants continuing instruction in the second and subsequent months only.

**Include billed participants only.**

- Complete your school's name and contact person
- Enter the report month, year and total amount billed for all pages
- Enter the participant's last and first name
- Enter the participant's C-IV case number
- Enter the appropriate program(s) in which the participant is enrolled (ABE, Pre-GED, GED, HSE, Pre-HSE, HSD, HiSET, TASC, ESL, or VOC ED)
- Enter the enrollment date
- Enter class start date
- Enter date participant stopped attending
- Indicate if participant missed two consecutive weeks of attendance (Y/N)
- If yes, indicate the date the DPSS Case Manager was notified of the absence. **A copy of the notification must be submitted with the claim.**
- Enter the total participants (this page)
- The total billed (this page) is a formulated filed
- Print the name of the person who prepared the form
- Enter signature of the person who prepared the form

**Absences, Drops, & Terminations**

The Adult School will also perform the following services:

- Dis-enroll any participant for habitual irregular attendance or after two (2) consecutive weeks of absenteeism for any reason.
- Refer the participant back to the DPSS Case Manager for a cause determination in the local CalWORKs office within six (6) school business days of any status change, such as a disenrollment or termination action. Email the weekly attendance report, and updated C-IV 109 Plan. File a copy of correspondence in the case file. This is in addition to the weekly attendance report.

## Vocational Education Form 8-VOC Ed

The Adult School may claim fee-based vocational education classes that are not state funded, but are paid for by fees generated through class enrollment.

A published fee schedule must be submitted before the beginning of the school year.

### C-IV Plan 109 Requirement

A C-IV Plan 109 is required prior to enrollment for all non-Cal-Learn participants. The Case Manager and the participant will have the ultimate responsibility in determining which vocational education program will be the most appropriate.

- Complete your school's name and contact person
- Enter the report month, year and total amount billed for all pages
- Enter the participant's last and first name
- Enter the participant's C-IV case number
- Enter the appropriate program in which the participant is enrolled
- Enter the participant's class start date
- Enter class title
- Enter vocational education fee (must match fee schedule on file)
- The total billed (this page) is a formulated field
- Print the name of the person who prepared the form
- Enter signature of the person who prepared the form

## Ancillary Costs Form 9-Ancillary

Ancillary services are supportive service items participants may need to successfully participate in assigned CalWORKs activities, but are not a strict entitlement.

Ancillary services include, but are not limited to the following:

• Books and supplies	• Clothing and shoes required for job
----------------------	---------------------------------------

	readiness, education and training, and employment
• Licenses and certificates	• Tools and equipment
	• Cap and Gown fees

A copy of the fee schedule must be provided to DPSS.

- Complete your school's name and contact person
- Enter the report month, year and total amount billed for all pages
- Enter the student's last and first name
- Enter the student's C-IV case number
- Enter the appropriate program(s) in which the participant is enrolled (ABE, Pre-GED, GED, HSE, Pre-HSE, HSD, HiSET, TASC, ESL, or VOC ED)
- Enter class start date
- Enter specific ancillary item and amount as indicated on the fee list
- The total billed (this page) is a formulated filed
- Print the name of the person who prepared the form
- Enter the signature of the person who prepared the form

## SECTION II: CAL-LEARN PARTICIPANTS

### Background

Cal-Learn is a statewide program that helps pregnant and parenting teenagers until they reach their 20<sup>th</sup> birthday who are receiving CalWORKs (CW):

- complete high school
- become independent, and
- form healthy families.

The Department of Public Social Services (DPSS) contracts with the Department of Public Health (DOPH) to provide case management services for all Cal-Learn participants.

### Participant Service

The Adult School will provide explanation and assistance to participants in the completion of the appropriate State of California approved adult school enrollment forms.

### Participant File

A DPSS participant file, separate from the cumulative file, shall be developed upon enrollment and contain the following:

<ul style="list-style-type: none"><li>• A signed and dated referral letter by the referring Department of Public Health (DOPH) Case Manager</li></ul>	<ul style="list-style-type: none"><li>• Education Plan</li></ul>
<ul style="list-style-type: none"><li>• Record of participant counseling sessions (as appropriate)</li></ul>	<ul style="list-style-type: none"><li>• A list of all test results including answer sheets, if available</li></ul>
<ul style="list-style-type: none"><li>• A copy of the completed "Adult School Registration Verification" form showing:<ul style="list-style-type: none"><li>○ Acceptance of participant into the Adult School's program,</li><li>○ Start date of Adult School activity, or</li><li>○ Non-enrollment of the participant into the Adult School's program</li></ul></li></ul> <p>This form will be attached to the initial referral letter from the Cal-Learn case manager. Once the registration process has been completed, give the completed "Adult School Registration Verification" form to the Cal-Learn participant who will submit it to their case manager.</p>	

Participant files shall be used to retain all official documentation pertaining to participants while enrolled with your school.

## Assessment Testing

In order to establish benchmark entry grade level, at the time of enrollment, all participants of the HSE Prep and HSD programs, including online participants, shall be given one (1) of the following: 1) the TABE reading, math, and language sections, or 2) the CASAS math, reading sections. All participants of the ESL program shall be given the CASAS reading and listening sections. The school may determine placement differing from the CASAS indicator.

Participants demonstrating significant progress may be assessed on a monthly basis at the teacher's discretion.

The results of the TABE or CASAS, or the grade, may be provided to the Case Manager for progress determination.

## Counseling Session

Use this table to determine the type of counseling session:

If	Then
HSD	<ul style="list-style-type: none"><li>• One-on-one by school counselor or teacher to review status of participant's progress towards their HSD.</li></ul>
HSE	<ul style="list-style-type: none"><li>• One-on-one by school counselor or teacher.</li></ul>

## Education Plan

The Education Plan is to be developed during the one-on-one counseling session. The Education Plan shall specify the following:

- Test scores,
- Educational services to be provided

## Enrollment Completion

Enroll the participant in the appropriate HSE or HSD education program.

The enrollment process is complete when all assessment tests are completed and the participant has been given a start date to begin classes.



## Component Completion

Due to federally mandated requirements, the DOPH Case Manager must verify all completions; therefore, a copy of all completion documents must be provided to the DOPH Case Manager.

Component	Formal Completion
Pre-HSE	<ul style="list-style-type: none"> <li>• Attainment of a California State approved High School Equivalency Exam certificate</li> </ul>
HSD	<ul style="list-style-type: none"> <li>• Attainment of a High School Diploma</li> </ul>

## Registration – New Enrollments Form 1-REG

Your school may claim payment for newly enrolled participants who have completed the registration process including:

<ul style="list-style-type: none"> <li>• Participant file folder</li> </ul>	<ul style="list-style-type: none"> <li>• Assessment testing</li> </ul>
<ul style="list-style-type: none"> <li>• All required enrollment forms</li> </ul>	<ul style="list-style-type: none"> <li>• Counseling session</li> </ul>
<ul style="list-style-type: none"> <li>• Participant has been given start date to begin class</li> </ul>	<ul style="list-style-type: none"> <li>• Education Plan</li> </ul>

An enrollment payment of \$210.00 will be paid for each participant. Participants who exit a component then re-enroll in the same component within ninety (90) days of the initial assessment tests are not eligible for the \$210.00 enrollment payment. Participants who exit a component then re-enroll in that same component after ninety (90) days of the initial assessment testing are eligible for the \$210.00 payment provided new assessment tests are administered.

Participants referred to a new component which requires a new assessment test at a different level or type than was initially administered within a ninety (90) day period are eligible for the \$210.00 payment.

Note: The \$210.00 enrollment payment is inclusive of all fees necessary to register or enroll in a class.

Under no circumstances may the enrollment fee be modified. (The fee cannot be “split” for any reason).

If the registration process begins in a particular month but is completed the following month, use the later month for billing purposes. For instance, if a participant begins enrollment on January 30<sup>th</sup> then returns on February 2<sup>nd</sup> to complete the process, claim that participant’s enrollment payment on the February billing.

Documentation showing each participant’s TABE or CASAS test scores for all sections must be submitted with each registration billing.

**A signed and dated Adult School referral letter from DOPH, a completed Adult School Registration Verification Form, and test scores must be submitted for each Cal-Learn participant.**

To complete the **Form 1-REG**:

- Enter your school's name and contact person
- Enter the report month, year and total amount billed for all pages
- Enter the participant's last and first name
- Enter the participant's C-IV case number
- Enter the appropriate program in which the participant is enrolled (HSE or HSD)
- Enter the completion date of all required assessment testing forms. This date must match the report month.
- Indicate type of test (CASAS/TABE or HIGH SCHOOL EQUIVALENCY Pre-Test)
- Enter test date
- Enter reading, math, and language scores
- Enter total participants (this page)
- Total billed (this page) is a formulated field
- Print the name of the person who prepared the form
- Signature of the person who prepared the form

## **Attendance Reporting**

The Adult School shall maintain daily attendance records on all participants including those enrolled in online programs.

Provide electronic attendance reports to DOPH Administration **monthly**, in the suggested format (Form DPSS 4018) by e-mailing said reports to Lori Horn at [LKHorn@rivco.org](mailto:LKHorn@rivco.org)

, no later than five (5) school days following the month for which attendance is being reported. Attendance reports in other formats may be substituted for the Form DPSS 4018. The report must indicate the program in which the participant is enrolled and the class hours attended.

Attendance reporting is federally mandated, with major impact on the program and this contract.

#### **Form DPSS 4018 -**

- Complete your school's name
- Enter the participant's last and first name
- Leave the "Student ID" box blank
- Enter the participant's C-IV case number
- Enter the month of the report
- Enter the total number of hours the participant attended for the month
- Enter the number of hours attended each day

#### **Satellite Locations and Online Programs**

The Adult School will be responsible for participant attendance at all satellite locations where the online preparation program is offered.

The time that a participant spends logged into an online program as calculated by the course management system can be used for attendance purposes.

Attendance while logged into an online program must be verified by the Adult School.

#### **Monthly Reporting Form 7- Attendance Report**

Beginning with the second month of instruction, a monthly reporting payment of \$100 will be paid per participant, not per program.

Enrollment begins when the participant physically registers and ends after four (4) consecutive weeks of non-attendance. A participant must attend at least one (1) day of instruction in HSE or HSD curricula in the reporting month in order to qualify for this payment.

It is at each adult school's discretion to dis-enroll a participant after four consecutive weeks of non-attendance.

**This table summarizes reporting guidelines:**

<b>IF</b>	<b>AND</b>	<b>THEN</b>
The participant enrolls in the second month of instruction or thereafter	participates in one day of instruction	a reporting payment will be made with verification.
The participant enrolls in the second month of instruction or thereafter	does <u>not</u> participate in one day of instruction	no reporting payment will be made.

If a participant is dis-enrolled and re-enrolls within the same calendar month in the same educational component, he/she is to be treated as a continuing participant; therefore, he/she is eligible for the \$100.00 reporting payments if they attended at least one day of instruction.

**Note:** The reporting payment for newly enrolled participants is included in the \$210.00 enrollment payment and should not be claimed on this form for participants newly enrolled. This form is for participants continuing instruction in the second and subsequent months only.

**Include billed participants only.**

### **Absences, Drops, & Terminations**

The Adult School will also:

- Refer the participant back to the DOPH Case Manager for a cause determination within six (6) school business days of any status change, such as a disenrollment or termination action. File a copy of correspondence in the participant's case file.

## **Progress Reports (FORM -10- CL Progress Report)**

Progress reports will be provided quarterly via the "Cal-Learn Adult Education Progress Report" form on the dates listed on the original referral letter from the DOPH Case Manager. Progress reports will include the following information:

- A reflection of program by circling "Satisfactory," "Needs Improvement," or "Unsatisfactory"
- Circling applicable comments from the list provided on the form
- Instructor signature and date

Once the form has been completed by the Adult School instructor, return it to the DOPH Case Manager by:

- Giving the form back to the student to submit to the DOPH Case Manager,
- - or
- Scanning in the form and emailing back to the DOPH Case Manager.

A payment of \$100 per progress report will be paid per participant no more than once per school quarter.

## Ancillary Costs Form 9-Ancillary

Ancillary services are supportive service items participants may need to successfully participate in assigned Cal-Learn activities, but are not a strict entitlement.

Ancillary services include, but are not limited to the following:

• Books and supplies	• Cap and Gown fees
----------------------	---------------------

A copy of the fee schedule must be provided to DOPH.

- Complete your school's name and contact person
- Enter the report month, year and total amount billed for all pages
- Enter the student's last and first name
- Enter the student's C-IV case number
- Enter the appropriate program in which the participant is enrolled (HSE or HSD)
- Enter class start date
- Enter specific ancillary item and amount as indicated on the fee list
- The total billed (this page) is a formulated filed
- Print the name of the person who prepared the form
- Enter the signature of the person who prepared the form

## **SECTION III: PERFORMANCE-BASED PAYMENT MODEL**

### **Introduction**

This High School Equivalency (HSE) and General Education Development (GED) Performance Based Model program offers contracted Adult Schools the opportunity to provide Pre-GED/GED or Pre-HSE/HSE classes to referred participants on-site at the local Department of Public Social Services district offices and on-campus at the local Adult School.

This program is designed for participants who test at a 6th grade level and above and will be enrolled in Adult Basic Education (ABE), Pre-GED or Pre-HSE and General Education Development (GED) or High School Equivalency (HSE) concurrently. The program is performance based. Contracted Adult Schools with an agreement in place will continue to follow enrollment, attendance reporting, claims, and billing requirements as described herein previous sections of this handbook with the following inclusions and changes:

#### **Attendance Responsibilities**

For the \_\_\_\_\_ Performance Based Model Program, maintain attendance records for program participants and;

- a. Provide electronic attendance reports to DPSS DART weekly, in the attached format (Exhibit B, form 11), by e-mailing said reports to [DPSSDARTContracts@rivco.org](mailto:DPSSDARTContracts@rivco.org) no later than five (5) school days following the week for which attendance is being reported.

#### **Location of HSE Classes**

The on-site \_\_\_\_\_ classes for this program will be offered by the contracted Adult School staff at the DPSS District Office and the on-campus \_\_\_\_\_ classes for this program will be offered at the contracted Adult School.

### **Eligibility Criteria to Participate in the Performance Based On-site Program**

- A. The total amount of participants that can be accepted into the on-site classes is determined by the DPSS District Office capacity, each Adult School's contract terms, and the agreed upon Maximum Reimbursable Amount (MRA).
- B. The on-site program will consist of a combination \_\_\_\_\_ and \_\_\_\_\_ curriculum.
- C. Eligibility for this program will be determined solely by the Comprehensive Adult Student Assessment Systems (CASAS) or the Test for Adult Basic Education (TABE) reading score of 6<sup>th</sup> to 8<sup>th</sup> grade for ABE and 9<sup>th</sup> grade or above for HSE.
  1. A low math score will not exclude a participant from participating in this program.

2. Participants referred by DPSS will be tested to assess their readiness to participate in the \_\_\_\_ Performance Based Model program.
3. Participants may be accepted into this program from either the Welfare to Work (WTW) or any other funded programs.
4. Those not qualified for the \_\_\_\_ Performance Based Model program will be referred to the on-campus program and served at the contracted Adult School to participate in regular \_\_\_\_ classes provided by the school.
5. The utilization of the \_\_\_\_ practice test or CASAS test may be used to determine readiness to the \_\_\_\_ test.

## Eligibility Criteria to Participate in the Performance Based On-campus Program

- A. The on-campus Performance Based program will consist of a combination \_\_\_\_ and \_\_\_\_ curriculum.
- B. Eligibility for this program will be determined solely by the Comprehensive Adult Student Assessment Systems (CASAS) or the Test for Adult Basic Education (TABE) reading score of 6<sup>th</sup> to 8<sup>th</sup> grade for ABE and 9<sup>th</sup> grade or above for HSE.
  1. A low math score will not exclude a participant from participating in this program.
  2. Participants referred by DPSS will be tested to assess their readiness to participate in the Performance Based on-campus \_\_\_\_ program.
  3. Participants may be accepted into this program from either the Welfare to Work (WTW) or any other funded programs.
  4. Those not qualified for the Performance Based on-campus \_\_\_\_ program will be referred to the contracted Adult School to participate in regular \_\_\_\_ or \_\_\_\_ classes provided by the school.
  5. The utilization of the \_\_\_\_ practice test or CASAS test may be used to determine readiness to the \_\_\_\_ test.

## Performance-based Payment Model

Utilization of a performance-based payment model will be used for the on-site and on-campus program.

- a) \$50 testing fee to assess the readiness of the participant, plus
- b) \$1,000 per participant for all sections passed:
  1. \$250 per section passed per participant, maximum of \$1,000 for participants who pass all 4 sections of the GED exam.
  2. \$200 per section passed per participant, maximum of \$1,000 for participants who pass all 5 sections of the HiSET exam.

**County of Riverside - Employment Services**

Phone: (951) 245-3100

Worker Name: \_\_\_\_\_  
 Worker ID: \_\_\_\_\_  
 Worker Phone Number: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Case Name: \_\_\_\_\_  
 Case Number: \_\_\_\_\_

**Referral To Activity**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Customer Information**

Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_  
 Contact Number: \_\_\_\_\_ Primary Language: \_\_\_\_\_  
 Goals: \_\_\_\_\_  
 Test Scores: Math \_\_\_\_\_ Reading \_\_\_\_\_

Enroll participant in the following activity.

Remove participant from the following activity.

Activity Name: \_\_\_\_\_

Activity Number: \_\_\_\_\_

Days Per Week: \_\_\_\_\_

Hours: From \_\_\_\_\_ To \_\_\_\_\_

Start Date: \_\_\_\_\_

Expected End Date: \_\_\_\_\_

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Provider Information**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
 \_\_\_\_\_ Contact Person: \_\_\_\_\_  
 \_\_\_\_\_  
 Contract Number: \_\_\_\_\_

**TO BE COMPLETED BY PROVIDER**

Participant:	Accepted:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If not accepted, please explain:			
Training Site:	Contact Person:		
	Phone:	( )	
	Fax:	( )	
	E-mail:		
Authorized Provider Signature:			Date:

**FOR COUNTY USE ONLY**

Employment Services Worker:	Worker ID:	
Authorized Signature:	Date:	
If Required: Supervisor Signature:	Date:	



**CONTRACTOR PAYMENT REQUEST - DPSS 2076G (rev 7/13)**

TO: Riverside County  
 Department of Public Social Services  
 4060 County Circle Drive  
 Riverside, California 92503  
 Attn: Management Reporting Unit

FROM:

Remit to Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contract # \_\_\_\_\_

Total amount requested \_\_\_\_\_

For the month of \_\_\_\_\_ 20\_\_\_\_

School Fees:

- \_\_\_\_\_ REGISTRATION-NEW ENROLLMENTS (Form 1-REG) \$ \_\_\_\_\_
- \_\_\_\_\_ TABE/CASAS TESTING (Form 2-ABE) \$ \_\_\_\_\_
- \_\_\_\_\_ GRADE LEVEL GROWTH (Form 3-GRADE LEVEL) \$ \_\_\_\_\_
- \_\_\_\_\_ ESL TEST FEES (Form 4-ESL) \$ \_\_\_\_\_
- \_\_\_\_\_ ESL COMPLETION FEES (Form 4-ESL) \$ \_\_\_\_\_
- \_\_\_\_\_ GED TESTING FEES (Form 5-GED) \$ \_\_\_\_\_
- \_\_\_\_\_ GED SECTIONS PASSED (Form 5-GED) \$ \_\_\_\_\_
- \_\_\_\_\_ HIGH SCHOOL CREDITS (Form 6-HSD) \$ \_\_\_\_\_
- \_\_\_\_\_ HIGH SCHOOL DIPLOMAS/CHSEE (Form 6-HSD) \$ \_\_\_\_\_
- \_\_\_\_\_ ATTENDANCE REPORTING (Form 7-ATTENDANCE RPT) \$ \_\_\_\_\_
- \_\_\_\_\_ VOCATIONAL EDUCATION FEES (Form 8-VOC ED) \$ \_\_\_\_\_
- \_\_\_\_\_ ANCILLARY COSTS (Form 9-ANCILLARY) \$ \_\_\_\_\_
- \_\_\_\_\_ CAL-LEARN PROGRESS REPORTS (Form 10 - CL PROGRESS RPT) \$ \_\_\_\_\_

Any questions regarding this request should be directed to: \_\_\_\_\_

Name \_\_\_\_\_ Phone # \_\_\_\_\_

I hereby certify under penalty of perjury that to the best of my knowledge the above is true and correct.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)**

Business Unit \_\_\_\_\_

Vendor Code \_\_\_\_\_

Account \_\_\_\_\_

Fund \_\_\_\_\_

Dept ID \_\_\_\_\_

Program \_\_\_\_\_

Amount Authorized \_\_\_\_\_

Account \_\_\_\_\_

Fund \_\_\_\_\_

Dept ID \_\_\_\_\_

Program \_\_\_\_\_

Purchase Order # \_\_\_\_\_

Invoice # \_\_\_\_\_

Total Amount Authorized \_\_\_\_\_

Comments if amount authorized is different from amount requested \_\_\_\_\_

Management Reporting Unit \_\_\_\_\_ Date \_\_\_\_\_

Contracts Administration Unit \_\_\_\_\_ Date \_\_\_\_\_

General Accounting Section \_\_\_\_\_ Date \_\_\_\_\_

AMOUNT AUTHORIZED (excluding ancillary)

ANCILLARY AMOUNT AUTHORIZED

# REGISTRATION - NEW ENROLLMENTS

EXHIBIT B, ATTACHMENT A  
Form 1-REG (7/1/2017)

<b>SCHOOL NAME:</b>		<b>CONTACT PERSON:</b>			<b>REPORTING MONTH/YEAR:</b>					<b>TOTAL AMOUNT BILLED:</b>				
					\$					<b>ASSESSMENT TESTING</b>				
	<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>C-IV CASE NUMBER</b>	<b>PROGRAM</b>	<b>* COMPLETION OF ASSESSMENT TESTING (DATE)</b>	<b>TABE/CASAS OR HSE PRE-TEST</b>	<b>TEST DATE</b>	<b>READING SCORE</b>	<b>MATH SCORE</b>	<b>LANG SCORE</b>				
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
16														
17														
18														
19														
20														

**NOTE: \* This date must reflect report month.**

A CIV Plan 109 & test scores must be submitted for each participant.

If you are submitting for this \$210 fee you cannot bill for the \$100 Attendance Reporting Fee for the same month.

TOTAL PARTICIPANTS (this page) ----->	
	x \$ 210.00
TOTAL BILLED (this page) ----->	\$ -

<b>Prepared by (print name):</b>	<b>Prepared by (signature):</b>
----------------------------------	---------------------------------

ABE TESTING

SCHOOL NAME:					CONTACT PERSON:			
REPORTING MONTH/YEAR:					TOTAL AMOUNT BILLED:		\$	
	LAST NAME	FIRST NAME	C-IV CASE NUMBER	PROGRAM	TEST DATE	SUBJECT	TABE/CASAS SCORE	
1						Reading Math Language		
2						Reading Math Language		
3						Reading Math Language		
4						Reading Math Language		
5						Reading Math Language		
6						Reading Math Language		
7						Reading Math Language		
8						Reading Math Language		
9						Reading Math Language		
10						Reading Math Language		
11						Reading Math Language		
12						Reading Math Language		
13						Reading Math Language		
14						Reading Math Language		
15						Reading Math Language		

**NOTE:** Test scores must be submitted for each participant.

TOTAL TESTS (this page) ----->

CASAS TESTS: Maximum of \$300 per participant if eligible (total of 3 tests)      x TEST RATE (per test, not per section) \$ 100.00

TABE TESTS: Maximum of \$100 per participant if eligible (total of 1 test)      TOTAL BILLED (this page) -----> \$

Prepared by (print name):		Prepared by (signature):	
---------------------------	--	--------------------------	--

# GRADE LEVEL GROWTH REPORTING

EXHIBIT B, ATTACHMENT A  
Form 3-GRADE LEVEL (7/1/2017)

SCHOOL NAME:					CONTACT PERSON:							
REPORTING MONTH/YEAR:					TOTAL AMOUNT BILLED:			\$				
	LAST NAME	FIRST NAME	C-IV CASE NUMBER	PROGRAM	Prev High TEST DATE	Prev High TUBE SCORE	Prev High CASAS SCORE	New TEST DATE	NEW TUBE SCORE	NEW CASAS SCORE	TOTAL GROWTH	AMOUNT DUE
1												\$ -
2												\$ -
3												\$ -
4												\$ -
5												\$ -
6												\$ -
7												\$ -
8												\$ -
9												\$ -
10												\$ -
11												\$ -
12												\$ -
13												\$ -
14												\$ -
15												\$ -
16												\$ -
17												\$ -
18												\$ -
19												\$ -
20												\$ -

**NOTE:** Both previous high and new test scores must be submitted for each participant. New test date must match report month.  
\$140 per grade level growth

TOTAL BILLED (this page) -----> \$ -

Prepared by (print name): \_\_\_\_\_ Prepared by (signature): \_\_\_\_\_

# CLAIM FOR ESL TESTING/COMPLETION ONLY

EXHIBIT B, ATTACHMENT A  
Form 4-ESL (7/1/2017)

SCHOOL NAME:						CONTACT PERSON:					
REPORTING MONTH/YEAR:						TOTAL AMOUNT BILLED:			\$		
	LAST NAME	FIRST NAME	C-IV CASE NUMBER	PROGRAM	PREVIOUS TEST DATE	PREVIOUS TEST SCORE	NEW TEST DATE	NEW TEST SCORE	GROWTH	ESL TEST FEE \$44	ESL COMPLETION FEE \$292
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
19											
20											

**NOTE:** Both previous and new test scores must be submitted for each participant. New test date must match report month.

	TOTAL CASAS TEST WITHOUT ESL COMPLETION (this page) ----->	\$	
	(\$44 per test)		
	TOTAL ESL COMPLETION PAYMENT ----->	\$	
	(\$292 one-time payment rate includes test fee)		
	TOTAL BILLED (this page) ----->	\$	

Prepared by (print name):	Prepared by (signature):
---------------------------	--------------------------

# High School Equivalency CLAIMING

EXHIBIT B, ATTACHMENT A  
Form 5-HSE (7/1/2017)

SCHOOL NAME:						CONTACT PERSON:						
REPORTING MONTH/YEAR:						TOTAL AMOUNT BILLED:			\$			
	LAST NAME	FIRST NAME	C-IV CASE NUMBER	PROGRAM	DATE ENROLLED IN HSE	DATE OF FIRST HSE TEST	DATE OF RE-TEST	AMT DUE TEST/RE-TEST FEE	# OF HSE SECTIONS PASSED	AMT DUE SECTIONS PASSED	TOTAL DUE	
1										\$ -	\$ -	
2										\$ -	\$ -	
3										\$ -	\$ -	
4										\$ -	\$ -	
5										\$ -	\$ -	
6										\$ -	\$ -	
7										\$ -	\$ -	
8										\$ -	\$ -	
9										\$ -	\$ -	
10										\$ -	\$ -	
11										\$ -	\$ -	
12										\$ -	\$ -	
13										\$ -	\$ -	
14										\$ -	\$ -	
15										\$ -	\$ -	
16										\$ -	\$ -	
17										\$ -	\$ -	
18										\$ -	\$ -	
19										\$ -	\$ -	
20										\$ -	\$ -	

**NOTE: Test scores must be submitted for each participant.**

TOTAL AMOUNT OF GED TESTING FEES (Published Public Rate) -----> \$ -

TOTAL AMOUNT OF GED SECTIONS PASSED (\$45 per section) -----> \$ -

TOTAL BILLED (this page) -----> \$ -

Prepared by (print name):	Prepared by (signature):
---------------------------	--------------------------

# HIGH SCHOOL CREDIT/DIPLOMA CLAIMING

EXHIBIT B, ATTACHMENT A  
Form 6-HSD (7/1/2017)

SCHOOL NAME:						CONTACT PERSON:					
REPORTING MONTH/YEAR:						TOTAL AMOUNT BILLED:		\$ -			
	LAST NAME	FIRST NAME	C-IV CASE NUMBER	PROGRAM	SUBJECT COMPLETED	DATE OF COMPLETION	HIGH SCHOOL CREDITS		H.S. DIPLOMA		
							# OF UNITS COMPLETED	AMT DUE \$39 per unit	DATE OF COMPLETION	DIPLOMA FEE \$248	
1								\$ -			
2								\$ -			
3								\$ -			
4								\$ -			
5								\$ -			
6								\$ -			
7								\$ -			
8								\$ -			
9								\$ -			
10								\$ -			
11								\$ -			
12								\$ -			
13								\$ -			
14								\$ -			
15								\$ -			
16								\$ -			
17								\$ -			
18								\$ -			
19								\$ -			
20								\$ -			

**NOTE:** A copy of the high school transcripts with credits or high school diploma must be submitted for each participant.  
 Dates must match report month.

	TOTAL AMOUNT FOR H.S. CREDITS (\$39 per unit) ----->	\$ -
	TOTAL AMOUNT FOR H.S. DIPLOMA (\$248 completion) ----->	\$ -
	TOTAL BILLED (this page) ----->	\$ -

Prepared by (print name):	Prepared by (signature):
---------------------------	--------------------------

# ATTENDANCE REPORTING

EXHIBIT B, ATTACHMENT A  
Form 7-ATTENDANCE RPT (7/1/2017)

SCHOOL NAME:						CONTACT PERSON:				
REPORTING MONTH/YEAR:						TOTAL AMOUNT BILLED:			\$	
	LAST NAME	FIRST NAME	C-IV CASE NUMBER	PROGRAM	ENROLLMENT DATE	CLASS START DATE	DROP DATE	MISSED TWO (2) CONSECUTIVE WEEKS (Y/N)	* DATE DPSS CM NOTIFIED OF ABSENCES	
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										

**NOTE: INCLUDE BILLED PARTICIPANTS ONLY**

\* Must provide copy of notification.

TOTAL PARTICIPANTS (this page) ----->

x \$ 100.00

TOTAL BILLED (this page) -----> \$

If you are submitting for this \$100 fee you cannot bill for the \$210 Registration fee for the same month.

Prepared by (print name): <input style="width: 90%;" type="text"/>	Prepared by (signature): <input style="width: 90%;" type="text"/>
--	---



# VOCATIONAL EDUCATION FEES

EXHIBIT B, ATTACHMENT A  
Form 8-VOC ED (7/1/2017)

SCHOOL NAME:					CONTACT PERSON:			
REPORTING MONTH/YEAR:					TOTAL AMOUNT BILLED:		\$	
	LAST NAME	FIRST NAME	C-IV CASE NUMBER	PROGRAM	CLASS START DATE	VOC ED CLASS TITLE	VOC ED FEE	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

**NOTE: PROVIDE FEE SCHEDULE**

TOTAL BILLED (this page) -----> \$

Prepared by (print):	Prepared by (signature):
----------------------	--------------------------

# ANCILLARY COSTS

EXHIBIT B, ATTACHMENT A  
Form 9-ANCILLARY (7/1/2017)

SCHOOL NAME:					CONTACT PERSON:			
REPORTING MONTH/YEAR:					TOTAL AMOUNT BILLIED:		\$	
	LAST NAME	FIRST NAME	C-IV CASE NUMBER	PROGRAM	CLASS START DATE	ANCILLARY ITEM (e.g., books, supplies, etc.)	*ITEM FEE	
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

**\*Note:** Item fee must match fee schedule on file with DPSS.  
List specific ancillary item as indicated on the fee list.

TOTAL BILLED (this page) ----->

\$

Prepared by (print name):

Prepared by (signature):

# CAL-LEARN PROGRESS REPORT

EXHIBIT B, ATTACHMENT A  
Form 10- CAL-LEARN PROGRESS RPT (7/1/2017)

<b>SCHOOL NAME:</b>		<b>CONTACT PERSON:</b>			
<b>REPORTING MONTH/YEAR:</b>		<b>TOTAL AMOUNT BILLED:</b>			\$
	<b>LAST NAME</b>	<b>FIRST NAME</b>	<b>C-IV CASE NUMBER</b>	<b>PROGRAM</b>	<b>PROGRESS REPORT DATE COMPLETED</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
<b>NOTE: INCLUDE BILLED PARTICIPANTS ONLY</b>					
			TOTAL PARTICIPANTS (this page) ----->		
* Must provide copy of notification.			TOTAL BILLED (this page) ----->		
					x \$ 100.00
					\$
<b>Prepared by (print name):</b>		<b>Prepared by (signature):</b>			



**ASSURANCE OF COMPLIANCE WITH  
THE RIVERSIDE COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES  
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

\_\_\_\_\_  
NAME OF ORGANIZATION

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director's Signature

\_\_\_\_\_  
Address of Vendor/Recipient

(08/13/01)

CR50-Vendor Assurance of Compliance