COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY

CYNTHIA D. BANKS
Director

3175 WEST SIXTH STREET • LOS ANGELES, CA 90020-1708 • (213) 738-2600 (213) 385-3893 FAX

"To Enrich Lives Through Effective And Caring Service"

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE B. BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

May 1, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ACCEPTANCE AND APPROVAL OF ESTIMATED FISCAL YEAR (FY) 2007-08 WORKFORCE INVESTMENT ACT (WIA) YOUTH PROGRAM FUNDING ALLOCATIONS AND EXTEND THE PROVISION OF SERVICES TO CURRENT SERVICE PROVIDERS THROUGH FY 2007-08 (ALL SUPERVISORIAL DISTRICTS) (3-VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Community and Senior Services (CSS), or designee, to accept and allocate FY 2007-08 Workforce Investment Act (WIA) Title I Youth Program grant funds in the estimated amount of $11,083,000 from the State of California Employment Development Department (EDD), including $300,000 in FY 2006-07 estimated carryover funds, for a total estimated amount of $11,383,000, and execute all required documents with EDD for the provision of WIA Youth program services to the youth residents of Los Angeles County.

2. Authorize the Director of CSS, or designee, to accept funding augmentations or reductions from EDD, up to 20% of the original allocation, provided that CSS notifies the Board of Supervisors and the Chief Administrative Office (CAO) in writing within ten days of acceptance of funds.

3. Authorize funding in the amount of $257,772 for the City of Paramount under the WIA Title I Youth Program grant, and in accordance with the Regional Workforce Group (RWG) Agreement previously approved and entered into by your Board,

effective June 15, 2004, with the Southeast Area Social Services Funding Authority (SASSFA). SASSFA and the City of Paramount have entered into an Memorandum of Understanding (MOU) for services to be provided for the City of Paramount by SASSFA. The Los Angeles County Workforce Investment Board (WIB) has approved this recommendation.

4. Delegate authority to the Director of CSS, or designee, to negotiate and execute amendments, in substantially similar form to Attachment A, with the 15 service providers listed on Attachment B for the In-School program, the 16 service providers listed on Attachment C for the Out-of-School program, and the three (3) service providers listed on Attachments B and C for the Foster Youth Special Needs program, in the amounts indicated, for provision of WIA Youth Program services, after County Counsel approval as to form, effective July 1, 2007 through June 30, 2008. Attachment D provides the overall funding allocations in their total amount for all service providers for each of the districts. The contract costs are fully financed by WIA Youth Program funding from EDD.

5. Delegate authority to the Director of CSS, or designee, to enter into WIA subgrant agreements, in substantially similar form to Attachment E, after County Counsel approval as to form, with the five Regional Workforce Groups (RWGs) listed in Attachments B and C for the total amount of $4,835,292 for the provision of WIA Youth services effective July 1, 2007 through June 30, 2008 as delineated in the WIA RWG Agreement with the County. These subgrant agreements are consistent with the RWG agreements previously approved by your Board on June 15, 2004.

6. Delegate authority to the Director of CSS, or designee, to negotiate and execute contract amendments and/or RWG subgrant amendments to increase or decrease contract amounts based on contractor performance and availability of funding, and/or increase the term of the contract and/or subgrant agreement, after County Counsel approval as to form, provided that: a) the amount of change does not exceed 20% of the original contract amount; b) approvals of County Counsel and the CAO are obtained prior to such amendment; and c) the Director of CSS confirms in writing to the Board of Supervisors and the CAO within 30 days after execution that such amendments have been executed. This action would assure full expenditures of funds and is consistent with the Board's policy requiring review of contractor performance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The County of Los Angeles has been designated by the State as a Local Workforce Investment Area (LWIA) for the purpose of administering WIA programs. For FY 2007-08, the County of Los Angeles anticipates an award of $11,083,000 in Youth Program funds and is projecting an estimated $300,000 in carryover funds from FY 2006-07.

The current three-year funding cycle for WIA Youth Program is due to expire on June 30, 2007. The recommended actions will provide CSS with the authority to accept FY 2007-08 WIA Youth Program funding, carryover FY 2006-07 funds, and execute amendments until new contractors are selected.

In addition, the recommended action will enable SASSFA to provide WIA Youth Program services for the City of Paramount in FY 2007-08 in accordance with the RWG Agreement.

CSS has obtained approval from the State of California Employment Development Department (EDD) to extend current WIA Youth contracts for one (1) additional year to allow for the development of a Request for Proposal to procure qualified bidders for FY 2008-09.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal 1: Service Excellence.

Performance Measures

Among the performance measures to be tracked are: 1) percentage of youth exiting the program that are employed, in the military, or enrolled in post-secondary education three-quarters after program exit; and 2) percentage of youth that obtained high school diploma or GED credential.

FISCAL IMPACT/FINANCING

The estimated WIA Youth program funding for FY 2007-08 totals $11,383,000 ($11,083,000 in FY 2007-08 funds and $300,000 in carryover funds) and is fully financed by WIA Youth program funds.

Funding for the program will be distributed as follows:

FUNDING	**WIA IN-SCHOOL**	**WIA OUT-OF-SCHOOL**	**TOTAL**
Service Providers	5,999,812	3,231,188	9,231,000
CSS MIS	61,750	33,250	95,000
Auditor-Controller Monitoring	165,750	89,250	255,000
Technology	29,900	16,100	46,000

Foster Youth Special Needs Carryover	175,500	94,500	270,000
Business Outreach	5,850	3,150	9,000
CSS Administration (includes Foster Youth Special Needs Carryover)	739,700	398,300	1,138,000
CSS Program	220,350	118,650	339,000
Grand Total	**7,398,612**	**3,984,388**	**11,383,000**

There is no impact on the County general fund and funding has been included in the CSS FY 2007-08 Proposed Budget.

Service Providers

A total of $9,231,000 will be allocated to the service providers for the provision of Youth program services.

CSS MIS

A total of $95,000 will be used to cover costs incurred by the department's MIS staff for the State mandated compilation of client data for the WIB that includes, but is not limited to: analysis of contractor's performance, client activities, demographic information and client outcome tracking.

Auditor-Controller Monitoring

A total of $255,000 will be used for the FY 2007-08 program-monitoring costs of the WIA programs conducted by the Auditor-Controller as approved by the Board of Supervisors.

Technology (Website/Call Center)

A total of $46,000 will be used to cover the costs of the maintenance of the WorkSource California website for the WIA programs and the staffing costs at the call center. The WorkSource California website provides information to business services and job seekers and the call center is used by job seekers as a referral to the WorkSource Centers/Youth Centers for direct job-related services.

Foster Youth Special Needs

A total of $270,000 in FY 2006-07 carryover funds will be allocated to service providers for the provisions of the WIA Foster Youth Program.

Business Outreach

A total of $9,000 will be used for business outreach efforts that target WIA services to businesses and agencies.

CSS Administration

A total of $1,138,000 will be used for administrative costs consistent with WIA federal and state regulations that allow for salaries, employee benefits, services and supplies, and indirect costs.

CSS Program

A total of $339,000 will be used for program costs incurred by CSS for providing program support costs which has been reviewed and approved by the State as an allowable cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

RWGs

The RWGs consist of one municipality and four joint powers authorities,in one case with member cities,established by various cities within Los Angeles County. These RWGs operate WorkSource Centers, which were grandfathered into the LWIA by the Workforce Investment Board (WIB) in accordance with WIA, which allows the local board (WIB), chief elected official (Board of Supervisors) and the Governor to approve the continuance of one-stop operators in a One-Stop Delivery system established prior to the enactment of WIA.

On June 15, 2004, your Board approved the RWG Agreement, a non-financial agreement between the RWGs, the WIB, and the County, which provides that an annual subgrant of WIA funds will be awarded to each RWG pursuant to the same funding formula through which the State allocates funding to the County. The five RWGs being recommended for funding serve all five Supervisorial Districts.

City of Paramount

On August 17, 2004, Supervisor Knabe made a motion to the Board of Supervisors, later approved by the WIB, which requested SASSFA to provide WIA services to the City of Paramount. As a result, the funds for the City of Paramount were held in abeyance until a contractual agreement was finalized between SASSFA and CSS. In March 2005, with the concurrence of the WIB, SASSFA opened a satellite office in the City of Paramount to provide WIA services to the community. The City of Paramount has since entered into a MOU with SASSFA to continue services to its residents in

accordance with the RWG Agreement between the County, the WIB, and SASSFA. Through this action, SASSFA will receive FY 2007-08 WIA Youth grant funding for the provision of services in the City of Paramount in accordance with the RWG Agreement.

City of Compton – Career*Link* WorkSource Center

In the June 20, 2006 Board letter, CSS indicated to your Board that it will evaluate the City of Compton's fiscal, programmatic and performance issues and if necessary would terminate the RWG agreement with the City of Compton if it is unable to provide a comprehensive corrective action plan and make substantial progress towards the resolution of these issues.

The City of Compton has since provided CSS with a corrective action plan that satisfies the majority of its outstanding compliance issues relating to prior years' findings. However, the City of Compton is currently under-performing in meeting recent expenditure and performance requirements.

At this time, CSS does not believe that these current issues warrant a recommendation to terminate the City of Compton's agreement. CSS will continue to provide technical assistance and training to the City of Compton to ensure that it meets the contract requirements and be in compliance with the WIA law and regulations.

In- and Out-of-School Programs

The Workforce Investment Act (WIA) of 1998, under which the WIA Youth Program operates, expired on September 30, 2003. Legislation to reauthorize WIA and extend it for FYs 2004-09 has passed both the House and the Senate and now awaits conference committee action. In anticipation of the Reauthorization Bill, CSS released a Request For Proposals (RFP) on December 2, 2003 soliciting WIA youth providers for the In-School and Out-of-School programs for a three-year period beginning in FY 2004-05.

This is the third year of the three-year cycle. CSS anticipates the release of an RFP by February 2008 to solicit new contractors to provide youth services for another three-year funding cycle.

The WIA In-School and Out-of-School Youth Programs provide summer employment opportunities, tutoring, alternative secondary education, paid/unpaid work experience, occupational skills training, leadership development opportunities, supportive services, adult mentoring/guidance/counseling, and 12 months of follow-up. Both programs are designed to provide a continuum of services that plans for the needs of youth at different ages and development stages.

The purpose of the In-School Program is to ensure that eligible In-School youth are provided with quality and effective youth services so that they remain in school or obtain

a high school diploma or GED equivalent. Youth are provided with activities that include, but are not limited to: work-based learning projects, work preparation classes, exposure to careers, business enterprise activities, life skills, and others.

The Out-of-School Program assists eligible out-of-school youth that are defined as: 1) a school dropout; or 2) youth that has received a secondary school diploma or its equivalent but is basic-skills deficient, unemployed, or underemployed. The objective of the program is to provide the academic and occupational skills training, support services, and follow-up needed for placement and successful retention in advanced training and education or employment that provides promotional opportunities and earning gains.

Foster Youth Special Needs Program

On September 30, 2003, your Board approved the allocation of FY 2003-04 Foster Youth Independent Living Skills Enhancement Program funds to provide services to emancipating and emancipated foster youth within the County. Upon completion of the RFP process, an analysis revealed gaps in service to the targeted population—especially those residing in Supervisorial Districts 1 and 3. The gaps were: (1) services to pregnant and parenting foster youth; (2) work experience opportunities for foster youth; and (3) strengthening linkages with the foster care service provider community as well as with WIA WorkSource Centers and/or Youth Centers. In December 2003, CSS developed and released a RFP for a three-year period that addressed the identified gaps in service resulting from the previous RFP process targeting Supervisorial Districts 1 and 3.

Your Board approved funding for the Foster Youth Special Needs Program in FY 2004-05, FY 2005-06 and FY 2006-07. CSS is seeking to continue the program by utilizing $300,000 in WIA Youth carryover funds of which $30,000 will be allocated to CSS for administering the program, and the remaining $270,000 will be allocated for the provision of WIA Youth Special Needs services to emancipating foster youth effective July 1, 2007 through June 30, 2008.

CSS is seeking to extend the provision of Foster Youth Special Needs services to the current service providers through FY 2007-08. For FY 2008-09 new providers will be selected through a competitive bid process for the next three-year term.

CONTRACTING PROCESS

In- and Out-of-School/WIA Foster Youth Programs

The agencies being recommended for funding were successful in the RFP process conducted by CSS in December 2003. A total of 21 service providers (including RWGs) were recommended for funding for the In-School Program and a total of 23 service

providers (including RWGs) were recommended for the Out-of-School Program. A total of three service providers were recommended for funding in the Foster Youth Program.

The current three-year funding cycle for the WIA Youth Program is due to expire on June 30, 2007. CSS has obtained approval from the State of California Employment Development Department (EDD) to extend current WIA Youth contracts for one (1) additional year to allow for the development of a Request for Proposal to procure qualified bidders for FY 2008-09.

Monitoring Requirement

Beginning with FY 2003-04, CSS contracted with the Auditor-Controller's office to conduct fiscal and contract compliance monitoring of all of its contractors within the Workforce Development Branch. CSS is responsible for ensuring, through its resolution process, that the reported monitoring findings are resolved and training is provided to our contractors, if necessary, and/or program policies are developed.

Attachment F provides information about each contractor's status with regard to minority- and women-owned business enterprises.

The Los Angeles County WIB approved these recommendations.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Continuation of the WIA Youth Program will ensure that low-income youth between the ages of 14-21 continue to receive valuable services that will enable them to realize their full potential and successfully transition into adulthood, employment, and further education and training.

Respectfully submitted,

CYNTHIA D. BANKS
Director

Attachments (6)

c: David E. Janssen, Chief Administrative Officer
Raymond G. Fortner, Jr., County Counsel
Sachi Hamai, Executive Officer
J. Tyler McCauley, Auditor-Controller

Contract No.
Amendment No.
()

COMMUNITY AND SENIOR SERVICES
OF THE COUNTY OF LOS ANGELES

WORKFORCE INVESTMENT ACT
YOUTH AND FOSTER YOUTH PROGRAMS

CONTRACT AMENDMENT NO. 2
YOUTH CONTRACT NO.
FOSTER YOUTH CONTRACT NO.

FISCAL YEAR 2007-2008

REFERENCE IS MADE TO THE DOCUMENT ENTITLED "COUNTY OF LOS ANGELES WORKFORCE INVESTMENT ACT YOUTH AND FOSTER YOUTH CONTRACT" ENTERED INTO BETWEEN THE COUNTY OF LOS ANGELES, THROUGH ITS DEPARTMENT OF COMMUNITY AND SENIOR SERVICES ("CSS") AND _ ("CONTRACTOR"), ADOPTED BY THE BOARD OF SUPERVISORS ON __, AND FURTHER IDENTIFIED AS AGREEMENT NUMBER__, HEREINAFTER REFERRED TO AS "CONTRACT".

This AMENDMENT is made and entered into by and between the County of Los Angeles ("COUNTY") and _, "CONTRACTOR".

RECITALS

WHEREAS, The Workforce Investment Act of 1998 as defined by Public Law 105-220 provides federal funds to the County of Los Angeles to implement the Workforce Investment Act (WIA) Youth Programs (hereinafter referred to as "Program"), the purpose of which is to provide basic skills, workforce readiness, occupational training, job search and job placement services to low-income youth of Los Angeles County, ages 14-21 with one or more barriers to employment; and

WHEREAS, the parties hereto have previously entered into a Workforce Investment Act Youth and Foster Youth contract, identified as Contract Number ("Contract"), for the period July 1, 2006 through June 30, 2007 for a maximum contract amount not to exceed $_; and

WHEREAS, on __, the Los Angeles County Board of Supervisors delegated authority to amend this Contract to extend the term of this Contract for the period July 1, 2007 through June 30, 2008.

WHEREAS, COUNTY has determined that CONTRACTOR's performance has been satisfactory, that the need for services continues to exist, and that additional funding to increase such services is currently available; and

WHEREAS, the parties desire to amend the Contract in accordance with the terms and conditions as set forth below,

NOW THEREFORE, Effective June 30, 2007, the parties hereto agree as follows:

I. Table of Contents, Exhibit C-1 (y), WIA YOUTH BUDGET, is added.

II. Table of Contents, Exhibit D (FY), Performance Requirements Summary/Matrices, is deleted in its entirety.

III. Table of Contents, Exhibit D-1 (y)-a, FY 2007-2008 WIA YOUTH PLANNING SUMMARY, is added.

IV. Table of Contents, Exhibit D-1 (y)-c, FY 2007-2008 WIA YOUTH PERFORMANCE INDICATORS MATRIX, YOUNGER YOUTH, is added.

V. Table of Contents, Exhibit D-1 (y)-d, FY 2007-2008 WIA YOUTH PERFORMANCE INDICATORS MATRIX, OLDER YOUTH, is added.

VI. Table of Contents, Exhibit D-1 (y)-e, PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART, is added.

VII. Table of Contents, Exhibit C-1 (fy), FY 2007-2008 WIA FOSTER YOUTH BUDGET, is added.

VIII. Table of Contents, Exhibit D-1 (fy)-a, FY 2007-2008 WIA FOSTER YOUTH PLANNING SUMMARY, is added .

IX. Table of Contents, Exhibit D-1 (fy)-c, FY 2007-2008 WIA FOSTER YOUTH PERFORMANCE INDICATORS MATRIX, YOUNGER YOUTH, is added.

X. Table of Contents, Exhibit D-1 (fy)-d, FY 2007-2008 WIA FOSTER YOUTH PERFORMANCE INDICATORS MATRIX, OLDER YOUTH, is added.

XI. Table of Contents, Exhibit D-1 (fy)-e, PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART, is added.

XII. Exhibit C-1 (y), FY 2007-2008 WIA YOUTH BUDGET is added as an addendum to Exhibit C (Y), WIA Youth Budget, Amended, and is attached as Attachment 1.

XIII. Exhibit D-1 (y)-a, FY 2007-2008 WIA YOUTH PLANNING SUMMARY is added as an addendum to Exhibit D (Y)-a, WIA Youth Planning Summary, Amended, and is attached as Attachment 2.

XIV. Exhibit D-1 (y)-c, FY 2007-2008 WIA YOUTH PERFORMANCE INDICATORS MATRIX, YOUNGER YOUTH is added as an addendum to Exhibit D (Y)-c, WIA Performance Indicators Matrix, Younger Youth, Amended, and is attached as Attachment 3.

XV. Exhibit D-1 (y)-d, FY 2007-2008 WIA YOUTH PERFORMANCE INDICATORS MATRIX, OLDER YOUTH, is added as an addendum to Exhibit D (Y)-d, WIA Performance Indicators Matrix, Older Youth, Amended, and is attached as Attachment 4.

XVI. Exhibit D-1 (y)-e, PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART, is added and is attached as Attachment 5.

XVII. Exhibit C-1 (fy) FY 2007-2008 WIA FOSTER YOUTH BUDGET is added as an addendum to Exhibit C (FY) WIA Foster Youth Budget, Amended, and is attached as Attachment 6, if applicable.

XVIII. Exhibit D (FY), Performance Requirements Summary/Matrices, is deleted in its entirety.

XIX. Exhibit D-1 (fy)-a, FY 2007-2008 WIA FOSTER YOUTH PLANNING SUMMARY, is added and is attached as Attachment 7, if applicable.

XX. Exhibit D-1 (fy)-c, FY 2007-2008 WIA FOSTER YOUTH PERFORMANCE INDICATORS MATRIX, YOUNGER YOUTH, is added and is attached as Attachment 8, if applicable.

XXI. Exhibit D-1 (fy)-d, FY 2007-2008 WIA FOSTER YOUTH PERFORMANCE INDICATORS MATRIX, OLDER YOUTH, is added and is attached as Attachment 9, if applicable.

XXII. Exhibit D-1 (fy)-e, PERFORMANCE REQUIREMENT SUMMARY (PRS) CHART, is added and is attached as Attachment 10, if applicable.

XXIII. **PART I: UNIQUE TERMS AND CONDITIONS, SECTION 1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS**, Subsection 1.1, is amended to read as follows:

This Contract and any and all **amendments and exhibits** thereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 21.0, "Contract Modifications/Amendments" and signed by both parties.

XXIV. **PART I: UNIQUE TERMS AND CONDITIONS, SECTION 1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS,** Subsection 1.4, is amended to read as follows:

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, and any amendment thereto, the Statement of Work, Exhibits, and Attachments, or among Exhibits and Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: 1) the Contract, and any amendments thereto; 2) the Mandated Program Requirements (Exhibit A) and any addendum thereto; 3) Statement of Work (Exhibit B) and any addendum thereto; 4) Exhibits C(Y), C-1(y) and any addendum thereto; 5) Exhibits C(FY), C-1(fy), as applicable and any addendum thereto; 6) Exhibits D(Y) (a-d, in alphabetical order), D-1(y) (a, c, d, and e, in alphabetical order) and any addendum thereto; 7) Exhibits D(FY), D-1(fy), (a, c, d, and e in alphabetical order) as applicable and any addendum thereto; 8) followed by the Attachments in Exhibit E according to the following priority:

Attachment I.	CONTRACTOR's Administration
Attachment II.	COUNTY's Administration
Attachment III.	Charitable Contributions Certification
Attachment IV.	IRS Notice 1015 (Internal Revenue Notice)
Attachment V.	County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception (Jury Service Program)
Attachment VI.	Safely Surrendered Baby Law Fact Sheet
Attachment VII.	CONTRACTOR's Equal Employment Opportunity (EEO) Certification

Attachment VIII. CONTRACTOR Employee Acknowledgement and Confidentially Agreement

Attachment IX. CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement

Attachment X. Auditor-Controller Accounting and Administration Handbook

Attachment XI. User Complaint Report (UCR)

Attachment XII. Cost Allocation

Attachment XIII. Joint Revenue Disclosure

Attachment XIV. CONTRACTOR's Obligations as a "Business Associate" Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Attachment XV. Fixed Assets/Equipment Purchase Requirements

Attachment XVI. Inventory Control Form

Attachment XVII. Confidentiality Form

XXV. **PART I: UNIQUE TERMS AND CONDITIONS, SECTION 2.0 TERM AND TERMINATION,** Subsection 2.1.1 is added as follows:

The term of this Contract is extended for twelve (12) months, commencing July 1, 2007 through June 30, 2008, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

XXVI. **PART I: UNIQUE TERMS AND CONDITIONS**, **SECTION 3.0 CONTRACT SUM**, Subsection 3.3, is amended to read as follows:

3.3 The total amount payable under the term of this Contract, hereinafter referred to as the "Maximum Contract Sum" is:

3.3.1 For Fiscal Year 2006-2007: _____Dollars ($_____); and

3.3.2 For Fiscal Year 2007-2008: _____Dollars ($ _____).

XXVII. **PART I: UNIQUE TERMS AND CONDITIONS, SECTION 3.0 CONTRACT SUM,** Subsection 3.6, is amended to read as follows:

CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit C(Y), WIA Youth Budget, Amended, Exhibit C-1 (y), WIA Youth Budget, Exhibit C(FY), WIA Foster Youth Budget, Exhibit C-1 (fy), WIA Foster Youth Budget and any addendum thereto, CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is increased pursuant to Part II, Section 21.0, hereof, "Contract Modifications/Amendments," CONTRACTOR shall prepare and submit an amended Budget in accordance with this Section.

XXVIII. **PART I: UNIQUE TERMS AND CONDITIONS, SECTION 5.0 INVOICES AND PAYMENTS,** Subsection 5.1, is amended to read as follows:

CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Mandated Program Requirements and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR'S payments shall be as provided in Exhibit C(Y), WIA Youth Budget, Amended, Exhibit C-1 (y), WIA Youth Budget Exhibit, C(FY), WIA Foster Youth Budget, Exhibit C-1(fy), WIA Foster Youth Budget, whichever are applicable, and any addendum thereto, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work.

XXIX. **PART I: UNIQUE TERMS AND CONDITIONS, SECTION 5.0 INVOICES AND PAYMENTS,** Subsection 5.2, is amended to read as follows:

CONTRACTOR'S invoices shall be priced in accordance with Exhibit C(Y), WIA Youth Budget, Amended, Exhibit C-1 (y), WIA Youth Budget, C(FY) WIA Foster Youth Budget, and Exhibit C-1 (fy), WIA Foster Youth Budget, whichever are applicable, and any addendum thereto.

XXX. **PART II: STANDARD TERMS AND CONDITIONS, SECTION 39.0, LIQUIDATED DAMAGES,** Subsection 39.2(b), is amended to read as follows:

Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

XXXI. **PART II: STANDARD TERMS AND CONDITIONS, SECTION 39.0, LIQUIDATED DAMAGES,** Subsection 39.4, is amended to read as follows:

This Subsection shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in Subsection 39.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

XXXII. **EXHIBIT A, MANDATED PROGRAM REQUIREMENTS, SECTION 6.0, QUALITY ASSURANCE PLAN AND FAILURE TO PERFORM,** Subsection 6.1.1, is amended to read as follows:

Methods used to insure that the quality of service performed fully meets the performance requirements set forth in Exhibit B, Statement of Work and Exhibit D-1(y)-e and Exhibit D-1(fy)-e, Performance Requirements Summary. CONTRACTOR shall include methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

XXXIII. **EXHIBIT A, MANDATED PROGRAM REQUIREMENTS, SECTION 7.0, QUALITY ASSURANCE MONITORING**, is amended to read as follows:

The CMM, or other personnel authorized by the COUNTY, will monitor CONTRACTOR's performance under this Contract using the quality assurance procedures specified in this Statement of Work and Exhibit D-1(y)-e and Exhibit D-1(fy)-e, Performance Requirements Summary. All monitoring will be conducted in accordance with Part II, Section 25.0 COUNTY's Quality Assurance Plan, of the Contract.

All other terms and conditions of the Contract shall remain in full force and effect.

/

IN WITNESS WHEREOF, COUNTY has caused this Amendment Two to be subscribed on its behalf by the Director of Community and Senior Services or her designee, and CONTRACTOR subscribed the same through its authorized officer on the day, month and year first above written. The person signing on behalf of CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind CONTRACTIOR

COUNTY OF LOS ANGELES

By:_____
CYNTHIA D. BANKS, DIRECTOR
Community and Senior Services

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER JR., County Counsel

By:_____
Janice Kasai, Deputy County Counsel

CONTRACTOR

By:_____
(Signature)

_____
(Print or Type Name)

_____
(Title)

_____
(Date)

_____
Contractor's Corporation/LLC

By:_____
(Authorized Signature)

_____
(Print or Type Name)

_____
(Print or Type Title)

PRELIMINARY FY 2007-08 YOUTH ALLOCATIONS - IN SCHOOL

	Supervisory District					
	I	II	III	IV	V	Total
REGIONAL WORKFORCE GROUP (RWGs)						
LA Works	393,115	0	0	84,366	232,916	710,397
Career Partners Rosemead	412,384	0	0	0	163,475	575,859
Southeast Area Social Services Authority (SASSFA)	175,385	0	0	145,731	0	321,116
Southeast Area Social Services Authority Paramount	0	0	0	167,256	0	167,256
Compton Career link Workforce Center	0	349,015	0	0	0	349,015
Hub Cities Consortium	798,520	220,442	0	0	0	1,018,962
Sub-Total	**1,779,404**	**569,457**	**0**	**397,353**	**396,391**	**3,142,605**
WORKSOURCE CENTERS						
Career Partners El Monte	482,779	0	0	0	3,096	485,875
Special Service for Groups (SSG)	24,478	193,717	0	7,738	0	225,933
Maravilla	169,106	0	0	0	0	169,106
Door of Hope	102,533	0	0	0	0	102,533
Catholic Charities of Los Angeles	191,570	77,280	52,070	0	324,484	645,404
Goodwill	172,383	0	0	0	0	172,383
Foothill Workforce Investment Board	0	0	0	0	44,807	44,807
Los Angeles County Office of Educations	172,378	19,393	11,910	0	272,632	476,313
AADAP, Inc.	0	17,817	0	0	0	17,817
Mexican American Opportunity Foundation (MAO)	0	0	0	0	0	0
Jewish Vocational Service	0	0	76,452	0	0	76,452
Community in Schools	0	139,288	0	0	0	139,288
Watts Labor Community Action Center	0	54,271	0	0	0	54,271
Raeverly's Resource Center	0	85,813	0	0	0	85,813
Children Collective	0	54,275	0	0	0	54,275
William S. Hart School District	0	0	0	0	106,936	106,936
Community College Foundation	**0**	0	0	0	0	0
Sub-Total	**1,315,227**	**641,854**	**140,432**	**7,738**	**751,955**	**2,857,206**
SERVICE PROVIDERS TOTAL	**3,094,631**	**1,211,311**	**140,432**	**405,091**	**1,148,346**	**5,999,811**
OTHER CONTRACTOR AND PROGRAM-RELATED COSTS						
CSS MIS						61,750
A-C Monitoring						165,750
Technology						29,900
Business Outreach						5,850
CSS Administration						720,200
CSS Program						220,350
OTHER CONTRACTOR & PROGRAM-RELATED TOTAL						**1,203,800**
GRAND TOTAL						**7,203,611**

PRELIMINARY FY 2007-08 YOUTH ALLOCATIONS - IN SCHOOL

	Supervisory District					
	I	II	III	IV	V	Total
WIA FOSTER YOUTH SPECIAL NEEDS						
Aviva Family and Children's Services	0	0	135,000	0	0	87,750
Soledad Enrichment Action, Inc.	67,500	0	0	0	0	43,875
Mexican American Opportunity Foundation (MAOF)	67,500	0	0	0	0	43,875
WIA FOSTER YOUTH TOTAL	**135,000**	**0**	**135,000**	**0**	**0**	**175,500**
WIA FOSTER YOUTH ADMINISTRATION						19,500
GRAND TOTAL FOSTER YOUTH						**195,000**

PRELIMINARY FY 2007-08 YOUTH ALLOCATIONS - OUT OF SCHOOL

	Supervisory District					
	I	II	III	IV	V	Total
REGIONAL WORKFORCE GROUP (RWGs)						
LA Works	211,675	0	0	45,424	125,483	382,582
Career Partners Rosemead	222,046	0	0	0	88,018	310,064
Southeast Area Social Services Authority (SASSFA)	94,421	0	0	78,461	0	172,882
Southeast Area Social Services Authority Paramount	0	0	0	90,516	0	90,516
Compton Career link Workforce Center	0	187,933	0	0	0	187,933
Hub Cities Consortium	430,011	118,699	0	0	0	548,710
Sub-Total	**958,153**	**306,632**	**0**	**214,401**	**213,501**	**1,692,687**
WORKSOURCE CENTERS						
Career Partners El Monte	180,684	0	0	0	1,664	182,348
Special Service for Groups (SSG)	13,182	60,840	0	4,163	0	78,185
Maravilla	46,012	0	0	0	0	46,012
Door of Hope	46,012	0	0	0	0	46,012
Catholic Charities of Los Angeles	38,999	41,618	28,042	0	119,546	228,205
Goodwill	55,695	0	0	0	0	55,695
Foothill Workforce Investment Board	0	0	0	0	24,120	24,120
Los Angeles County Office of Educations	129,945	56,343	6,412	0	201,959	394,659
AADAP, Inc.	0	31,874	0	0	0	31,874
Mexican American Opportunity Foundation (MAO)	96,673	0	0	0	0	96,673
Jewish Vocational Service	0	0	41,167	0	0	41,167
Community in Schools	0	64,969	0	0	0	64,969
Watts Labor Community Action Center	0	18,812	0	0	0	18,812
Raeverly's Resource Center	0	0	0	0	0	0
Children Collective	0	37,747	0	0	0	37,747
William S. Hart School District	0	0	0	0	57,581	57,581
Community College Foundation	100,965	33,478	0	0	0	134,443
Sub-Total	**708,167**	**345,681**	**75,621**	**4,163**	**404,870**	**1,538,502**
SERVICE PROVIDERS TOTAL						**3,231,189**
OTHER CONTRACTOR AND PROGRAM-RELATED COSTS						
CSS MIS						33,250
A-C Monitoring						89,250
Technology						16,100
Business Outreach						3,150
CSS Administration						387,800
CSS Program						118,650
OTHER CONTRACTOR & PROGRAM-RELATED TOTAL						**648,200**
GRAND TOTAL						**3,879,389**

PRELIMINARY FY 2007-08 YOUTH ALLOCATIONS - OUT OF SCHOOL

	Supervisory District					
	I	II	III	IV	V	Total
WIA FOSTER YOUTH SPECIAL NEEDS						
Aviva Family and Children's Services	0	0	135,000	0	0	47,250
Soledad Enrichment Action, Inc.	67,500	0	0	0	0	23,625
Mexican American Opportunity Foundation (MAOF)	67,500	0	0	0	0	23,625
WIA FOSTER YOUTH TOTAL	**135,000**	**0**	**135,000**	**0**	**0**	**94,500**
WIA FOSTER YOUTH ADMINISTRATION						10,500
GRAND TOTAL FOSTER YOUTH						**105,000**

PRELIMINARY FY 2007-08 YOUTH ALLOCATIONS

	Supervisory District					
	I	II	III	IV	V	Total
REGIONAL WORKFORCE GROUP (RWGs)						
LA Works	604,790	0	0	129,790	358,399	1,092,979
Career Partners Rosemead	634,430	0	0	0	251,493	885,923
Southeast Area Social Services Authority (SASSFA)	269,806	0	0	224,192	0	493,998
Southeast Area Social Services Authority Paramount	0	0	0	257,772	0	257,772
Compton Career link Workforce Center	0	536,948	0	0	0	536,948
Hub Cities Consortium	1,228,531	339,141	0	0	0	1,567,672
Sub-Total	**2,737,557**	**876,089**	**0**	**611,754**	**609,892**	**4,835,292**
WORKSOURCE CENTERS						
Career Partners El Monte	663,463	0	0	0	4,760	668,223
Special Service for Groups (SSG)	37,660	254,557	0	11,901	0	304,118
Maravilla	215,118	0	0	0	0	215,118
Door of Hope	148,545	0	0	0	0	148,545
Catholic Charities of Los Angeles	230,569	118,898	80,112	0	444,030	873,609
Goodwill	228,078	0	0	0	0	228,078
Foothill Workforce Investment Board	0	0	0	0	68,927	68,927
Los Angeles County Office of Educations	302,323	75,736	18,322	0	474,591	870,972
AADAP, Inc.	0	49,691	0	0	0	49,691
Mexican American Opportunity Foundation (MAO)	96,673	0	0	0	0	96,673
Jewish Vocational Service	0	0	117,619	0	0	117,619
Community in Schools	0	204,257	0	0	0	204,257
Watts Labor Community Action Center	0	73,083	0	0	0	73,083
Raeverly's Resource Center	0	85,813	0	0	0	85,813
Children Collective	0	92,022	0	0	0	92,022
William S. Hart School District	0	0	0	0	164,517	164,517
Community College Foundation	100,965	33,478	0	0	0	134,443
Sub-Total	**2,023,394**	**987,535**	**216,053**	**11,901**	**1,156,825**	**4,395,708**
SERVICE PROVIDERS TOTAL	**4,760,951**	**1,863,624**	**216,053**	**623,655**	**1,766,717**	**9,231,000**
OTHER CONTRACTOR AND PROGRAM-RELATED COSTS						
CSS MIS						95,000
A-C Monitoring						255,000
Technology						46,000
Business Outreach						9,000
CSS Administration						1,108,000
CSS Program						339,000
OTHER CONTRACTOR & PROGRAM-RELATED TOTAL						**1,852,000**
GRAND TOTAL						**11,083,000**

PRELIMINARY FY 2007-08 YOUTH ALLOCATIONS

	Supervisory District					
	I	II	III	IV	V	Total
WIA FOSTER YOUTH SPECIAL NEEDS						
Aviva Family and Children's Services	0	0	135,000	0	0	135,000
Soledad Enrichment Action, Inc.	67,500	0	0	0	0	67,500
Mexican American Opportunity Foundation (MAOF)	67,500	0	0	0	0	67,500
WIA FOSTER YOUTH TOTAL	**135,000**	**0**	**135,000**	**0**	**0**	**270,000**
WIA FOSTER YOUTH ADMINISTRATION						30,000
GRAND TOTAL FOSTER YOUTH						**300,000**

Attachment E

COUNTY OF LOS ANGELES

WORKFORCE INVESTMENT ACT SUBGRANT AGREEMENT

By and Between the County of Los Angeles,
and _____

FISCAL YEAR 2007-08

WORKFORCE INVESTMENT ACT
SUBGRANT AGREEMENT FY 07-08

Subgrant No.:Adult _____
DW _____
Youth _____
RR _____
Amendment/Modification No: _____

SUBGRANTOR: County of Los Angeles
Community and Senior Services
3175 West Sixth Street
Los Angeles, CA 90020

SUBGRANTEE:

This Subgrant Agreement is entered into by and between the County of Los Angeles through its Department of Community and Senior Services, hereinafter the Subgrantor, and _____ hereinafter the Subgrantee (or "Contractor" for purposes of Exhibit B). The Subgrantee agrees to operate a program in the service area designated in Exhibit H below, in accordance with the provisions of this Subgrant; the RWG Agreement for the above-named RWG, approved by the Board of Supervisors on **June 14, 2004** and entered into between Subgrantor and Subgrantee on **June 15, 2004** ("RWG Agreement"); the Workforce Investment Plan (WIP) for the Los Angeles County Workforce Investment Area, which was approved by the WIB and the Board of Supervisors and filed with the Workforce Investment Division of the Employment Development Department, 800 Capitol Mall, MIC 69, Sacramento, California, pursuant to the Workforce Investment Act (WIA); and the Subgrantee's Strategic Five-Year Service Area Plan referenced in the WIP and the RWG Agreement. This Subgrant consists of this 2-page document and the following exhibits, which are attached hereto and by this reference made a part hereof:

Funding Detail Chart	Exhibit A, pages 1 through 1
Standard Terms and Conditions	Exhibit B, pages 1 through 63
Mandated Program Requirements/Narrative	Exhibit C, pages 1 through 11
Budget	Exhibit D, pages 1 through 8
WIA Performance Requirements	Exhibit E, pages 1 through 8
Required Documents (Attachments)	Exhibit F, pages 1 through 43
Rapid Response Required Forms and Related Directives	Exhibit G, pages 1 through 13
Service Area Description	Exhibit H, pages 1 through 1

ALLOCATION(S): The Subgrantor agrees to reimburse the Subgrantee not to exceed the amount listed hereinafter "TOTAL."

PRIOR AMOUNT: _____
INCREASE/DECREASE: _____
TOTAL: _____

TERM OF AGREEMENT: Except as expressly provided on the attached Exhibits, the term of this Subgrant shall be from **July 1, 2007** to **June 30, 2008.**

INSURANCE REQUIREMENTS: In accordance with Section 2.0 (Insurance Requirement) of the Standard Terms and Conditions (Exhibit B), the Subgrantee shall provide the mandated programs of insurance at the following limits:

General Liability:	Combined single limit of not less than $1 million per occurrence; and $2 million general aggregate.
Automobile Liability:	Not less than $1 million for each accident;
Workers' Compensation:	State limits/requirements. Insurance shall also include Employers' Liability coverage with limits of not less than $1 million for each accident and disease for each employee and policy limit.
Crime Coverage:	Not less than $50,000 per occurrence;
Professional Liability:	Not less than $1 million per occurrence and $3 million aggregate.

PURPOSE: To initiate the RWG's WIA Title I Subgrant for Fiscal Year 2007-2008.

AUTHORIZED SIGNATURES: Person(s) authorized to sign Subgrantee's Reimbursement Requests:

_____ (Authorized Signature)	_____ (Authorized Signature)
_____ (Typed Name)	_____ (Typed Name)
_____ (Title)	_____ (Title)

APPROVED FOR SUBGRANTOR

COUNTY OF LOS ANGELES

By: _____
Cynthia Banks
Director, Community and Senior Services

APPROVED FOR SUBGRANTEE

_____

By _____
_____
Name and Title

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL

By: _____
Deputy

WIA SUBGRANT AGREEMENT
FUNDING DETAIL SHEET

Subgrantee:

Exhibit A
Page 1 of 1
Subgrant No.: Adult _____
DW _____
Youth _____
RR _____
Amendment/Modification No.: __

ALLOCATION:

FUNDING SOURCE	PRIOR AMOUNT	INCREASE	DECREASE	ADJUSTED ALLOCATION
WIA Adult				
WIA Dislocated Worker				
WIA Youth In-School				
WIA Youth Out-of-School				
Rapid Response				
GRAND TOTAL				

All references are to the Workforce Investment Act of 1998, Title I, unless otherwise noted. For modification purposes only. All other terms and conditions of this exhibit not included herein remain unchanged.

EXHIBIT B

<u>NAME OF CONTRACTOR</u>

WORKFORCE INVESTMENT ACT (WIA) SUBGRANT AGREEMENT STANDARD TERMS AND CONDITIONS

Community and Senior Services (CSS)
Contracts Management Division
3175 West Sixth Street
Los Angeles, California 90020

April 2007

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT (WIA) SUBRANT AGREEMENT
STANDARD TERMS AND CONDITIONS

TABLE OF CONTENTS

Section Number and Title — Page

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS 2
2.0 INSURANCE REQUIREMENTS 4
3.0 INVOICES AND PAYMENTS 8
4.0 MEMORANDA OF UNDERSTANDING AND/OR RESOURCE SHARING AGREEMENT REQUIREMENT 11
5.0 NOTICES 11
6.0 PROPERTY 12
7.0 LIMITATIONS ON USE OF FEDERAL GRANT FUNDS 15
8.0 REQUEST FOR ADVANCE PAYMENT 15
9.0 RETURN OF ADVANCED FUNDS 15

PART II: STANDARD TERMS AND CONDITIONS

1.0 ACTIVITIES PROHIBITED 16
2.0 ADMINISTRATION OF CONTRACT – CONTRACTOR 16
3.0 ADMINISTRATION OF CONTRACT – COUNTY 17
4.0 ALLEGATIONS OF FRAUD AND/OR ABUSE 18
5.0 AMERICANS WITH DISABILITIES ACT (ADA) 18
6.0 ASSIGNMENT AND DELEGATION 19
7.0 AUTHORIZATION WARRANTY 19
8.0 BUDGET REDUCTIONS 20
9.0 CHILD/ELDER ABUSE AND FRAUD PREVENTION REPORTING 20
10.0 CHILD SUPPORT COMPLIANCE PROGRAM 20
11.0 COMPLAINTS 21
12.0 COMPLIANCE WITH APPLICABLE LAWS 22
13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS 23
14.0 COMPLIANCE WITH JURY SERVICE PROGRAM 23
15.0 CONDUCT OF PROGRAM 25
16.0 CONFIDENTIALITY 25
17.0 CONFLICT OF INTEREST 27
18.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT 27
19.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST 28
20.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING 28
21.0 CONTRACT MODIFICATIONS/AMENDMENTS 31
22.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT 32

Section Number and Title | Page

23.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE 34
24.0 CONTRACTOR'S WORK 34
25.0 COUNTY'S QUALITY ASSURANCE PLAN 34
26.0 COVENANT AGAINST FEES 35
27.0 CRIMINAL CLEARANCES 35
28.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS 36
29.0 DISALLOWED COSTS 36
30.0 DISCLOSURE OF INFORMATION 37
31.0 EMPLOYEE BENEFITS AND TAXES 37
32.0 EMPLOYEE SAFETY 37
33.0 EMPLOYMENT ELIGIBILITY VERIFICATION 38
34.0 EVENTS OF DEFAULT 38
35.0 FACSIMILIE REPRESENTATIONS 39
36.0 FAIR LABOR STANDARDS 39
37.0 FIXED ASSETS 39
38.0 FORCE MAJEURE 40
39.0 GOVERNING LAW, JURISDICTION, AND VENUE 40
40.0 GOVERNMENT OBSERVATIONS 40
41.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT 40
42.0 INDEMNIFICATION 41
43.0 INDEPENDENT CONTRACTOR STATUS 41
44.0 JOINT FUNDING REVENUE DISCLOSURE 41
45.0 LIMITATION ON CORPORATE ACTS 42
46.0 LIQUIDATED DAMAGES 42
47.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM 43
48.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN 44
49.0 MOST FAVORED PUBLIC ENTITY 44
50.0 NEPOTISM 44
51.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION 45
52.0 NON EXCLUSIVITY 46
53.0 NOTICE OF DELAYS 46
54.0 NOTICE OF DISPUTE 46
55.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT 46
56.0 OTHER CONTRACTS 47
57.0 OWNERSHIP OF MATERIALS, SOFTWARE & COPYRIGHT 47
58.0 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION 48
59.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION 49
60.0 PROBATION 49
61.0 PROPRIETARY RIGHTS 49
62.0 PUBLIC RECORDS ACT 51
63.0 PUBLICITY 51
64.0 RECORDS 52

Section Number and Title | Page

65.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT 52
66.0 RECYCLED-CONTENT PAPER 53
67.0 SAFELY SURRENDERED BABY LAW 53
68.0 SAFETY AND WORKING CONDITIONS 54
69.0 SUBCONTRACTING 54
70.0 SUSPENSION OF CONTRACT 56
71.0 TERMINATION FOR CONTRACTOR'S DEFAULT 56
72.0 TERMINATION FOR CONVENIENCE 58
73.0 TERMINATION FOR IMPROPER CONSIDERATION 59
74.0 TERMINATION FOR INSOLVENCY 59
75.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE 60
76.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS 60
77.0 TERMINATION OF PROGRAM OR MODIFICATION 60
78.0 USE OF COUNTY SEAL AND CSS DEPARTMENT LOGO 60
79.0 USE OF FUNDS 60
80.0 VALIDITY 61
81.0 WAIVER 61

EXHIBIT A: Funding Detail Sheet

EXHIBIT B: Standard Terms and Conditions (this document)

EXHIBIT C: Mandated Program Requirements / Narrative

EXHIBIT D: Budget

EXHIBIT E: WIA Performance Requirements

EXHIBIT F: ATTACHMENTS

Attachment I CONTRACTOR'S Administration

Attachment II COUNTY'S Administration

Attachment III Charitable Contributions Certification

Attachment IV IRS Notice 1015 (Internal Revenue Service)

Attachment V County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception (Jury Service Program)

Attachment VI Safely Surrendered Baby Law Fact Sheet

Attachment VII CONTRACTOR'S Equal Employment Opportunity (EEO) Certification

Attachment VIII CONTRACTOR Employee Acknowledgement and Confidentiality Agreement

Attachment IX CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement

Attachment X Auditor-Controller Contract Accounting and Administration Handbook

Attachment XI User Complaint Report (UCR)

Attachment XII Cost Allocation

Attachment XIII Joint Revenue Disclosure

Attachment XIV CONTRACTOR'S Obligations As A “Business Associate” Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Attachment XV Fixed Assets/Equipment Purchase Requirements

Attachment XVI Inventory Control Form

Attachment XVII Confidentiality Form

EXHIBIT G: Rapid Response Required Forms and Related Directives

EXHIBIT H: Service Area Description

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Part II, Section 21.0, "Contract Modifications/Amendments" and signed by both parties.

1.2 Attachments I, II, III, IV, V, VI, VII, VIII, IX, X, XI, XII, XIII, XIV, XV, XVI, and XVII set forth below, are attached to and incorporated by reference in this Contract.

1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between the Subgrant, Mandated Program Requirements/Narrative, Exhibits, and Attachments, or among Exhibits and Attachments, said conflict or inconsistency shall be resolved by giving precedence as follows: 1) the Subgrant, 2) the Mandated Program Requirements/Narrative 3) Exhibit C, 4) Exhibit D, 5) Exhibit G, 6) Exhibit H, 7) Exhibit I and Exhibit F, the Attachments according to the following priority:

Attachment I. CONTRACTOR'S Administration

Attachment II. COUNTY'S Administration

Attachment III. Charitable Contributions Certification

Attachment IV. IRS Notice 1015 (Internal Revenue Notice)

Attachment V. County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception (Jury Service Program)

Attachment VI. Safely Surrendered Baby Law Fact Sheet

Attachment VII. CONTRACTOR'S Equal Employment Opportunity (EEO) Certification

Attachment VIII. CONTRACTOR Employee Acknowledgement and Confidentiality Agreement

Attachment IX. CONTRACTOR Non-Employee Acknowledgement and Confidentiality Agreement

Attachment X. Auditor-Controller Contract Accounting and Administration Handbook

Attachment XI. User Complaint Report (UCR)

Attachment XII. Cost Allocation

Attachment XIII. Joint Revenue Disclosure

Attachment XIV. CONTRACTOR'S Obligations As A “Business Associate” Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

Attachment XV. Fixed Assets/Equipment Purchase Requirements

Attachment XVI. Inventory Control Form

Attachment XVII. Confidentiality Form

1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. “Contract”: Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Mandated Program Requirements/Narrative, Exhibit C.

B. “CONTRACTOR”: The sole proprietor, partnership, or corporation that has entered into this Contract with the COUNTY to perform or execute the work covered by the Contract, and Exhibit C, Mandated Program Requirements/Narrative.

C. “COUNTY’S Contract Management Manager” (CMM): Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.

D. "COUNTY'S Contract Compliance Manager" (CCM): Person designated by COUNTY with authority for oversight of monitoring

activities, compliance with the requirements of this Contract, and the delivery of services.

E. “Day” or “Days”: Business day(s) unless otherwise specified.

F. “CSS”: COUNTY’S Department of Community and Senior Services

G. “Director”: COUNTY’S Director of its Department of Community and Senior Services or her/his authorized designee.

H. “Fiscal Year(s)”: The twelve (12) month period beginning July 1st and ending the following June 30th.

I. "Program": The State or Federal grant program(s), and local/County guidelines under which Contractor receives funds under the terms of this Contract and hereby agrees to provide services in accordance with relevant State and/or Federal law, regulations and guidelines during the term of this Contract.

J. “Subcontract”: A contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 INSURANCE REQUIREMENTS

2.1 General Insurance Requirements

Without limiting CONTRACTOR'S indemnification of the COUNTY during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing to any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR'S own expense.

2.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles
Community and Senior Services
Contract Management Division
Attention: Carol Domingo, Contract Management Manager
3175 West Sixth Street, Box 24
Los Angeles, CA 90020

Such certificates or other evidence shall:

2.1.1.1 Specifically identify this Contract;

2.1.1.2 Clearly evidence all coverage required in this Contract;

2.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

2.1.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and

2.1.1.5 Identify any deductibles or self-insured retentions for COUNTY'S approval. COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2.1.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

2.1.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

2.1.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

2.1.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours, or a period not to exceed two (2) business days, of occurrence.

2.1.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

2.1.4.3 Any injury to a CONTRACTOR employee that occurs on COUNTY'S property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to COUNTY'S **Contract Compliance Manager**.

2.1.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY'S property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

2.1.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

2.1.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

2.1.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or

2.1.6.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

2.2 Insurance Coverage Requirements:

2.2.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

2.2.2 Automobile Liability Insurance written on Insurance Service Organization (ISO) policy form CA 00 01 or its equivalent with a limit of liability of not less than one million dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

2.2.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR'S employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

2.2.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of CONTRACTOR, its officers or employees with limits of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

2.2.5 Crime Coverage: A comprehensive crime policy in an amount not less than $50,000 per occurrence against loss of money, securities, other property, as applicable to this Contract, for employee dishonesty, forgery or alteration, theft, disappearance and

destruction, computer fraud, or burglary and robbery. CONTRACTOR shall be required to provide COUNTY with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with CONTRACTOR (named insured) and include CONTRACTOR and COUNTY'S name/address and the signature/date of the insurance representative.

2.2.6 Property Coverage: In the event that CONTRACTOR rents, leases, or is loaned, any COUNTY-owned property, CONTRACTOR shall insure said property. Such insurance shall be endorsed naming COUNTY as Loss Payee, provide a deductible of no greater than 5% and shall include:

2.2.6.1 Real Property: All-risk coverage, excluding earthquake and flood for the full replacement value of the property.

2.2.6.2 Personal Property: Insurance covering the hazards of fire, theft, burglary, vandalism and malicious mischief for the actual cash value of property.

2.2.7 SPARTA Paper (Assists Potential Contractors to Obtain Insurance): A COUNTY program, known as "SPARTA" (Service Providers, Artisan and Tradesman Activities) may be able to assist potential CONTRACTORS in obtaining affordable liabilities insurance. COUNTY'S insurance broker, Municipality Insurance Services, Inc., administers the SPARTA Program. For additional information, CONTRACTOR may call (800) 420-0555 or contact them through e-mail at: carol@web2wise.com.

3.0 INVOICES AND PAYMENTS

3.1 CONTRACTOR shall invoice COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit C, Mandated Program Requirements/Narrative and elsewhere hereunder. CONTRACTOR shall prepare invoices, which shall include the charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR'S payments shall be as provided in Exhibit D, Budget, and CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by COUNTY. If COUNTY does not approve work in writing, no payment shall be due to CONTRACTOR for that work.

3.2 CONTRACTOR'S invoices shall be priced in accordance with Exhibit D, Budget.

3.3 CONTRACTOR'S invoices shall reflect the information set forth in Exhibit C, Mandated Program Requirements/Narrative, and Exhibit D, Budget, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

3.4 CONTRACTOR shall submit monthly invoices to COUNTY no later than the 10th calendar day of the month following the month of service (i.e., billing month), an invoice in arrears for services rendered in the previous month. In the event that the 10th calendar day falls on a Saturday, Sunday or national holiday, CONTRACTOR shall submit the invoice by the following business day. COUNTY reserves the right to modify the due date(s) for the submission of invoices as needed in order to meet regulatory deadlines. Any invoice submitted more than thirty days after the last day of the month in which the services were rendered shall constitute a "past due invoice." Notwithstanding any other provision of this Contract, CONTRACTOR and COUNTY agree that COUNTY shall have no obligation whatsoever to pay any past due invoices which are submitted more than thirty (30) days after the last day of the month in which the services were rendered. The COUNTY may, in its sole discretion, pay some or all of a past due invoice which CONTRACTOR has submitted, provided that sufficient funds remain available under this Contract. These same time frames shall also apply to the submission of CONTRACTOR'S final invoice.

3.4.1 Authorization for Adjustments to Monthly Billings: CONTRACTOR shall submit monthly invoices for all service categories provided in the billing month (i.e., all services provided in the billing month shall be submitted in the following month for reimbursement). In the event that a CONTRACTOR invoice requires modification or revision due to billing/reporting error, CONTRACTOR shall obtain prior permission from COUNTY before revising. Authorization for the resubmission and payment of invoices is at the sole discretion of the COUNTY Contracts Management Division and Program Accounting Division, respectively. CONTRACTOR shall ensure the accuracy and completeness of all program and expenditure data reported through the automated Management Information System (MIS) prior to submission.

3.5 All invoices under this Contract shall be submitted in duplicate to the following address:

CONTRACTOR shall send original and duplicate invoices to:

County of Los Angeles
Community and Senior Services
Attention: Kathye Pouncey, Accounting Officer II
3175 West Sixth Street, Box 8
Los Angeles, CA 90020

3.6 All invoices submitted by CONTRACTOR for payment must have the written approval of COUNTY'S Contract Management Manager prior to any payment thereof. In no event shall COUNTY be liable or responsible for any payment prior to such written approval.

3.7 Expenditures made by CONTRACTOR in the operation of this Contract shall be in compliance and in conformity with the Office of Management and Budget (OMB) Circular. CONTRACTOR shall adhere to strict fiscal and accounting standards and shall comply with Title 29 Code of Federal Regulations (CFR) Part 97 – Uniform Administrative Requirements for State and Local Governments, 29 CFR Part 95, Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations, and with Commercial Organizations, Foreign Governments, Organizations under the Jurisdiction of Foreign Governments, and International Organizations, the Cost Principles of the Federal Office of Management and Budget (OMB) Circular A-21 for educational institutions, OMB Circular A-87 for state, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative Contracts with state and local government agencies, OMB Circular A-133 for audits of states, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and contracts with institutions of higher education, hospitals, and other non-profit organizations. CONTRACTOR is responsible for obtaining the most recent version of this Circular which is available online via the Internet at http://www.whitehouse.gov/omb/circulars/index.html.

3.8 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that CONTRACTOR is not in default under any provision of this Contract. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

3.9 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR'S Tax Identification Number to COUNTY.

3.10 Failure to submit required documents may result in suspension of payments.

3.11 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by COUNTY, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from COUNTY, or may be set off at COUNTY'S election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments, which exceed the allocations listed in Exhibit A, Funding Detail Sheet. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from COUNTY or immediately upon discovering such overpayment, whichever date is earlier.

3.12 CONTRACTOR shall not be paid for expenditures beyond the allocations listed in Exhibit A, Funding Detail Sheet, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the allocations listed in Exhibit A, Funding Detail Sheet.

4.0 MEMORANDUM(S) OF UNDERSTANDING AND/OR RESOURCE SHARING AGREEMENT REQUIREMENT(S)

All CONTRACTORS shall enter into a Memorandum of Understanding (MOU) with the Workforce Investment Act Required Mandated Partners. The MOU(s) shall set forth the terms for cooperation and collaboration between the CONTRACTOR and the WorkSource Center partner(s). If the CONTRACTOR is co-located with the WorkSource Center, CONTRACTOR shall develop a Resource Sharing Agreement(s) (RSA) to establish the terms and conditions under which the partnership will share resources. CONTRACTOR MOU(s) and/or RSA(s) shall be kept on file with CONTRACTOR and shall be made available upon COUNTY'S request.

5.0 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit F, Attachment I – CONTRACTOR'S Administration and II – COUNTY'S Administration. Addresses may be changed by either party giving ten (10) business days prior written notice thereof to the

other party. The Department Head, or her/his designee, shall have the authority to issue all notices or demands required or permitted by COUNTY under this Contract.

6.0 PROPERTY

6.1 Unless otherwise provided for in this Section 6.0, property refers to all assets, capitalized or non-capitalized, used in operation of this Contract. Property that is capitalized is referred to as property, plant, and equipment. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, typing ribbons, file folders, etc.

6.2 Property meeting all of the following criteria is subject to the capitalization requirements. Such property must:

6.2.1 Have a normal useful life of at least one (1) year.

6.2.2 Have a unit acquisition cost of at least $5,000 (e.g., four identical assets, which cost $3,000 each, for a $12,000 total would not meet this capitalization requirement); and

6.2.3 Be used to conduct business under this Contract.

6.2.4 As used in this Contract, the term "equipment" shall refer only to capitalized property.

6.3 Noncapitalized property are those items which do not meet all three (3) requirements in Sub-section 6.2 above.

6.4 Additions, improvements, and betterments to assets meeting all of the conditions in Sub-section 6.2 above must be capitalized. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

6.5 Intangibles are property which lack physical substance but give valuable rights to the owner and can be capitalized or non-capitalized. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to

acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

6.6 The CONTRACTOR shall record the following information when property is acquired:

6.6.1 Date acquired;

6.6.2 Property description (include model number);

6.6.3 Property identification number (serial number);

6.6.4 Cost or other basis of valuation;

6.6.5 Fund source; and

6.6.6 Rate of depreciation (or depreciation schedule), if applicable.

6.7 The CONTRACTOR shall keep track of property purchased with Contract funds, whether capitalized or not. The CONTRACTOR shall submit to COUNTY, upon request and annually with the Expenditure Closeout Report, a current inventory of property furnished or purchased by the CONTRACTOR with funds awarded under the terms of this Contract or any predecessor agreement for the same purpose. CONTRACTOR shall maintain an annual inventory of property furnished or purchased by the Subcontractor with funds awarded under the terms of this Contract or any predecessor agreement for the same purpose. The CONTRACTOR shall reference Exhibit F, Attachment XV, “Fixed Assets/Equipment Purchase Requirements” document and use Exhibit F, Attachment XVI, “Inventory Control Form” to report property to the COUNTY.

6.8 Prior to disposal of any property purchased by CONTRACTOR with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose, CONTRACTOR must obtain approval from COUNTY regardless of the acquisition value. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from COUNTY. CONTRACTOR shall reference Exhibit F, Attachment XV, “Fixed Assets/Equipment Purchase Requirements” to dispose of property.

6.9 CONTRACTOR shall immediately report the loss, destruction, or theft of property purchased with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose to COUNTY upon notice that such event has occurred. CONTRACTOR shall promptly investigate and fully document the loss,

destruction, or theft of such property. Such documentation shall be provided to COUNTY within five (5) days following such loss, destruction, or theft and should be mailed to the attention of CMM at: County of Los Angeles Community and Senior Services, Contracts Management Division, 3175 West Sixth Street, Box 24, Los Angeles, CA 90020.

6.10 The COUNTY reserves title to all grant-purchased or financed property not fully consumed in the performance of this Contract, unless otherwise required by Federal law or regulations or as otherwise agreed by the parties.

6.11 CONTRACTOR shall exercise due care in the use, maintenance, protection, and preservation of property purchased with funds from this Contract or acquired by CONTRACTOR under any predecessor agreement for the same purpose during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, until the CONTRACTOR has complied with all written instructions from the COUNTY regarding the final disposition of the property.

6.12 In the event of CONTRACTOR'S dissolution or upon termination of this Contract, CONTRACTOR shall provide a final property inventory to COUNTY. COUNTY reserves the right to require CONTRACTOR to transfer such property to another entity, including but not limited to the COUNTY or the State.

6.13 To exercise the above right, no later than 140 days after termination of the Contract or notification of the CONTRACTOR'S dissolution, COUNTY will issue specific written disposition instructions to CONTRACTOR.

6.14 CONTRACTOR shall use property purchased with funds from this Contract, or acquired by CONTRACTOR under any predecessor agreement for the same purpose, for the purpose for which it was intended under the Contract. When no longer needed for that use, CONTRACTOR shall use it, if needed, and with written approval of COUNTY for other purposes in this order:

6.14.1 Another program providing the same or similar service; or

6.14.2 State/Federally-funded program.

6.15 CONTRACTOR may share use of the property and equipment or allow use by other programs, upon written approval of COUNTY. As a condition of the approval, COUNTY may require reimbursement under this Contract for its use.

6.16 CONTRACTOR shall not use equipment or supplies acquired under this Contract with Federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

6.17 If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget.

6.18 Any vehicles purchased with grant funds received through the COUNTY in previous contract years and which are currently in the possession of CONTRACTOR shall be registered in the name of CONTRACTOR only.

6.19 CONTRACTOR indemnifies COUNTY for any loss resulting from the operation of any equipment purchased with grant funds received through COUNTY during this, or any previous, contract period.

7.0 LIMITATIONS ON USE OF FEDERAL GRANT FUNDS

CONTRACTOR shall comply with Public Law (P.L.) 101-121 (31 USCS Section 1352), its amendments or revisions, and any impending regulations prohibiting use of federal money to influence or attempt to influence a member of Congress, Congressional staff, or a Federal employee to award, make or amend any Federal contract, grant, loan or cooperative agreement. CONTRACTOR shall also comply with all certification and disclosure requirements of P.L. 101-121, its amendments, revisions, and implementing regulations and shall provide assurance that all sub-contractors or sub-grantees under this Contract also fully comply with such certification and disclosure requirements.

8.0 REQUEST FOR ADVANCE PAYMENT

Cash advances may be provided to CONTRACTOR at the sole discretion of COUNTY. Upon request by CONTRACTOR in the form and manner prescribed by COUNTY's CMM, COUNTY may make advance payments, for anticipated and necessary program expenditures.

9.0 RETURN OF ADVANCED FUNDS

Upon completion or termination of this Contract, CONTRACTOR shall return any advanced funds which exceed payments due CONTRACTOR, if any, within thirty (30) days of completion or termination of this Contract.

PART II.
COUNTY OF LOS ANGELES COMMUNITY AND SENIOR SERVICES
STANDARD TERMS AND CONDITIONS

1.0 ACTIVITIES PROHIBITED

1.1 CONTRACTOR certifies that no currently employed worker shall be displaced by any participant (including partial displacement such as reduction in the hours of non-overtime work, wages, or employment benefits).

1.2 No participant shall be employed or job opening filled: (1) when any other Individual is on layoff from the same or any substantially equivalent job, or (2) when the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the Program.

2.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

2.1 CONTRACTOR'S Program Director

2.1.1 CONTRACTOR'S Program Director is designated in CONTRACTOR'S Administration, Exhibit F, Attachment I. CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR'S Program Director.

2.1.2 CONTRACTOR'S Program Director shall be responsible for CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with COUNTY'S CMM and CCM on a regular basis.

2.2 CONTRACTOR'S Staff Identification

2.2.1 CONTRACTOR shall provide all staff assigned to this Contract with a photo identification badge in accordance with COUNTY specifications. Specifications may change at the discretion of COUNTY and CONTRACTOR will be provided new specifications as required. The format and content of the badge is subject to COUNTY'S approval prior to CONTRACTOR implementing the use of the badge. CONTRACTOR staff, while on duty or when entering a COUNTY facility or its grounds, shall prominently display the photo identification badge on the upper part of the body**.**

2.2.2 CONTRACTOR shall notify COUNTY within one business day, or a period not to exceed one (1) week, when staff is terminated from working on this Contract. CONTRACTOR is responsible to retrieve

and immediately destroy the staff's photo identification badge at the time of removal from COUNTY Contract.

2.2.3 If COUNTY requests the removal of CONTRACTOR'S staff, CONTRACTOR is responsible to retrieve and immediately destroy CONTRACTOR'S staff's COUNTY photo identification badge at the time of removal from working on this Contract.

2.3 Background and Security Investigations.

2.3.1 At any time prior to or during term of this Contract, COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of CONTRACTOR, regardless if CONTRACTOR'S staff passes or fails the background clearance investigation.

2.3.2 COUNTY may request that CONTRACTOR'S staff be immediately removed from working on this Contract at any time during the term of this Contract. COUNTY will not provide to CONTRACTOR or to CONTRACTOR'S staff any information obtained through COUNTY conducted background clearance.

2.3.3 COUNTY may immediately (at the sole discretion of COUNTY), deny or terminate facility access to CONTRACTOR'S staff who do not pass such investigation(s) to the satisfaction of COUNTY whose background or conduct is incompatible with COUNTY facility access.

2.3.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Sub-section 2.3 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

3.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration information referenced in the following Sub-sections is designated in Exhibit F, Attachment II, COUNTY'S Administration. COUNTY shall notify CONTRACTOR in writing of any change in the names or addresses shown.

3.1 COUNTY'S Contract Management Manager (CMM): Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.

The responsibilities of COUNTY'S CMM include:

- Meeting with CONTRACTOR'S Program Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of CONTRACTOR.
- Ensuring that the objectives of this Contract are met;
- Making changes in the terms and conditions of this Contract in accordance with Part II, Section 21.0, "Contract Modifications/Amendments"; and
- Providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

COUNTY'S CMM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever subject to Section 3.1.

3.2 COUNTY'S Contract Compliance Manager (CCM): Person designated by COUNTY with authority for oversight of monitoring activities, compliance with the requirements of this Contract and the delivery of services.

4.0 ALLEGATIONS OF FRAUD AND/OR ABUSE

In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Program provisions and regulations), COUNTY reserves the right to withhold ten percent (10%) of the Contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by COUNTY CMM that withheld funds should be released to CONTRACTOR. Such written determination shall not supersede or replace the final report.

5.0 AMERICANS WITH DISABILITIES ACT (ADA)

CONTRACTOR agrees to abide by all applicable Federal, State and local laws including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance

with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, CONTRACTOR'S program.

6.0 ASSIGNMENT AND DELEGATION

6.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subsection, COUNTY consent shall require a written amendment to this Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under this Contract shall be deductible, at COUNTY'S sole discretion, against the claims which CONTRACTOR may have against COUNTY.

6.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

6.3 If any assumption, assignment, delegation, or takeover of any of CONTRACTOR'S duties, responsibilities, obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY'S express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

7.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the person executing this Contract for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

8.0 BUDGET REDUCTIONS

In the event that COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by CONTRACTOR under this Contract shall also be reduced correspondingly. COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, CONTRACTOR shall continue to provide all of the services set forth in this Contract.

9.0 CHILD/ELDER ABUSE AND FRAUD PREVENTION REPORTING

9.1 CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter *"PC"*) *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within 24 hours and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.2 CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC), Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.3 Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

10.0 CHILD SUPPORT COMPLIANCE PROGRAM

10.1 CONTRACTOR'S Warranty of Adherence to COUNTY'S Child Support Compliance Program

10.1.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-

ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

10.1.2 As required by COUNTY'S Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR'S duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

10.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY'S Child Support Compliance Program

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 10.1, "Child Support Compliance Program", shall constitute default under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which COUNTY may terminate this Contract pursuant to Part II, Section 71.0 "Termination for CONTRACTOR'S Default", and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

11.0 COMPLAINTS

11.1 CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of COUNTY'S Contract Management Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.

11.1.1 General Grievance Procedures

(a) CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints. Within fifteen (15) business days after this Contract's effective date, CONTRACTOR shall provide COUNTY with the CONTRACTOR'S policy for receiving, investigating and responding to user complaints.

(b) If, at any time, CONTRACTOR wishes to change their user complaint policy, CONTRACTOR shall submit changes to COUNTY for approval before implementation.

(c) If COUNTY request changes in CONTRACTOR'S policy, CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

(d) CONTRACTOR shall preliminarily investigate all complaints and notify COUNTY'S Contract Management Manager of the status of the investigation within five (5) business days of receiving the complaint.

(e) When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

(f) Copies of all written complaint responses shall be sent to COUNTY's Contract Management Manager within five (5) business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR certifies and agrees that it shall fully comply with all applicable requirements of the Program regulations, as well as rules, ordinances, court rules, municipal laws, directives, and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. Contractor shall be responsible for any relevant changes in the law, including, but not limited to, changes in Program regulations, rules, ordinances, court rules, municipal laws, directives and policies issued pursuant to the enabling statute(s) and/or State or Federal regulation or law. Contractor shall also comply with all applicable ordinances, rules, policies, directives, and procedures issued or adopted by COUNTY for which CONTRACTOR is provided actual or constructive notice. COUNTY reserves the right to review CONTRACTOR procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the Federal government, as applicable.

12.2 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference.

12.3 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

12.4 CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all damage, liability, cost and expenses including but not limited to, defense costs and attorney's fees arising from or related to, any violation by CONTRACTOR, its agents, officers and employees or Subcontractors of any laws, rules, regulations, ordinances, and directives which are referenced, directly or indirectly, herein.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, sexual orientation, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit F, Attachment VII, CONTRACTOR'S Equal Employment Opportunity (EEO) Certification.

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

14.1 This Contract is subject to the provisions of COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit F, Attachment V, and incorporated by reference into and made a part of this Contract.

14.1.1 Written Employee Jury Service Policy

14.1.1.1 Unless CONTRACTOR has demonstrated to COUNTY'S satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with CONTRACTOR or that CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

14.1.1.2 For purposes of this Subsection, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars ($50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section 14.0. The provisions of this Sub-section 14.1.1.2 shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when this Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to COUNTY'S satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

14.1.1.4 CONTRACTOR'S violation of this Section 14.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the WIB, County, State, and all applicable provisions of the WIB, County, State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting, audit, and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFIDENTIALITY

16.1 CONTRACTOR shall maintain the confidentiality of any information regarding a program participant(s)/client(s), and the immediate family of any applicant or participant(s)/client(s), that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. CONTRACTOR shall not divulge such information without the permission of the participant(s)/client(s), and upon agreement by COUNTY's CMM, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance, operation or evaluation of this Contract. Such information may be divulged to parties having responsibilities under this Contract for monitoring or evaluating the services and performances under this Contract and to governmental authorities to the extent necessary for the proper administration of the program.

16.2 CONTRACTOR shall notify COUNTY of any and all requests for release of information at least five (5) business days prior to release of said information. CONTRACTOR shall not release said information without COUNTY'S approval.

16.3 Data (information) received from State departments/agencies is confidential when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure,

modification, and destruction. CONTRACTOR agrees to keep all information furnished by a State agency/department strictly confidential, and make the information available to its own employees on a “need-to-know” basis, as specifically authorized in this Contract. CONTRACTOR agrees to instruct all employees with State information access regarding the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). CONTRACTOR agrees to store and process information electronically, in a manner that renders it irretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to COUNTY and/or all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by COUNTY and thereafter must be used. Approved methods include shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event shall said information be disclosed to any individual outside of CONTRACTOR staff, and/or their employees.

16.4 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit F, Attachment IX, “CONTRACTOR Non-Employee Acknowledgment and Confidentiality Agreement.”

16.5 CONTRACTOR shall cause each CONTRACTOR’s employee to sign and adhere to Exhibit F, Attachment VIII, “CONTRACTOR Employee Acknowledgement and Confidentiality Agreement.”

16.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

16.7 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR'S attention, and that includes unauthorized access to CONTRACTOR'S computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR'S or COUNTY’S Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger on it, or a directed hack/crack that gains access to and some control over a computer.

16.8 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality

provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19**.**

17.0 CONFLICT OF INTEREST

17.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY'S approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY'S approval or ongoing evaluation of such work.

17.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

18.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

18.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in COUNTY'S Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR'S minimum qualifications for the open position. For this purpose, consideration shall mean that CONTRACTOR will interview qualified candidates. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

18.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

19.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

19.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

20.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

20.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in Exhibit F, Attachment X, Auditor-Controller Contract Accounting and Administration Handbook.

20.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

20.3 CONTRACTOR shall submit the following reports for the Program to COUNTY:

20.3.1 Fiscal Reporting:

20.3.1.1 Monthly Fiscal Reporting Forms are due by the tenth (10th) calendar day of the month, following the month covered in the report.

20.3.1.2 Expenditure Closeout Report: Two (2) copies of a final closeout report, to be submitted in the form and manner designated by COUNTY Contract Management Manager, with a deadline to be announced for the program, including the reporting of expenses and accruals through the last day of the program year.

20.3.1.3 If the Contract is terminated or cancelled prior to June 30th, the final closeout report shall be for the contract period with an end date of either the Contract termination or cancellation date. Two (2) copies of such, which shall include the final invoice and the final closeout report, shall be submitted within the designated timeframe, which is to be determined by the COUNTY, after the

termination/cancellation date to COUNTY'S Program Accounting Division.

20.3.2 Program Reporting: CONTRACTOR Monthly and Quarterly Reports as required pursuant to Workforce Investment Act (WIA) Directive/Policy.

20.3.3 Program Income: All gross income earned by the recipient that is directly generated by a supported activity or earned as a result of the award, including program interest, is to be treated as Program Income as defined in 29 CFR §95.2 and §95.24 (non-governmental grantees) and § 97.25 (governmental grantees). CONTRACTOR shall be responsible for tracking all Contract revenues and expenditures for the WIA program, including submission of the following:

20.3.3.1 A Program Income Statement Report is generated by CONTRACTOR on Contract revenues versus expenditures. This is submitted to the CSS Program Accounting Division with the expenditure closeout report. The purpose of this report is to identify the amount of Program Income. The Program Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report. The use of Program Income requires prior COUNTY approval.

20.3.3.2 A Plan for Disposition of Program Income (Plan) must be submitted by CONTRACTOR to COUNTY within thirty (30) days after the Income Statement Report is due.

20.3.3.3 Program Income must be spent on line items identified in the Plan, unless the plan is officially amended. This Plan will be reviewed by COUNTY for final approval. The Plan should be amended as soon as possible if the Income Statement Report is amended.

20.3.3.4 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, CONTRACTOR must submit a Final Report on Disposition to COUNTY.

20.3.3.5 If the Final Report on Disposition is not submitted on the scheduled date, COUNTY shall either extend the completion date, renegotiate the Plan for Disposition of

Program Income, or recapture the balance of the unexpended Program Income.

20.3.4 Cost Allocation Plan for Cost Reimbursement Activities:

A Cost Allocation Plan (CAP) must be submitted as a reference document to this Contract to support the distribution of any joint costs with other funding sources related to the activities of this Contract. All costs included in the CAP will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. CONTRACTOR will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. COUNTY'S designated Contract monitor will test CONTRACTOR'S CAP during the normal course of monitoring to ensure compliance with OMB requirements. Failure to comply may result in no payment, or in a partial or reduced payment until CONTRACTOR is in compliance. In addition, failure to comply may result in Contract termination.

20.3.5 Property/Capital Expenditures:

All property costing five thousand dollars ($5,000.00) or more purchased with Program funds requires prior written permission from the State and the COUNTY CMM or designee and may be depreciated and tagged and tracked as property of the Los Angeles County Workforce Investment Act (WIA) Programs.

20.3.6 Nonexpendable Property:

20.3.6.1 CONTRACTOR shall maintain a record for each item of nonexpendable property acquired for this program with Program monies. Non-expendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.

20.3.6.2 Any utilization of funds derived from the sale or disposition of nonexpendable property must have prior approval of COUNTY and otherwise comply with all applicable laws and regulations.

20.3.6.3 In case of termination of this Contract, COUNTY reserves the right to determine the final disposition of said nonexpendable property acquired for this

program. Said disposition may include but is not limited to, COUNTY taking possession of said nonexpendable property.

20.3.7 Capital Improvements:

CONTRACTOR shall assure that no funds provided under this Contract are used for the purchase or improvement of land or for the purchase or construction of any improvement to any building or facility, unless specifically approved in writing by the COUNTY Contract Management Manager or her/his designee.

21.0 CONTRACT MODIFICATIONS/AMENDMENTS

21.1 This Contract fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Contract must be by means of a separate written document approve by COUNTY. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. COUNTY may make a unilateral modification to this Contract at any time, if required by County, State, or Federal law or regulations, State law or policy, and/or COUNTY policy, within ten (10) working days after receipt of written modifications from the Federal, State, or COUNTY government. COUNTY shall give CONTRACTOR 10 days prior written notice delivered by certified mail, return receipt requested of its intent to make such changes and amendments hereunder. Furthermore, to the extent that funding for the program is eliminated or otherwise reduced, the COUNTY may in its sole discretion modify this Contract accordingly.

21.2 With regard to the movement of funds within an approved budget (i.e. from one category to another), such movement may not exceed 25% of the total allocations listed in Exhibit A, Funding Detail Sheet. Such modifications must be in writing and mutually agreed upon by COUNTY Contract Management Manager or designee and CONTRACTOR and must be in the best interest of COUNTY.

21.3 Notwithstanding any provision in this contract to the contrary, in the event that the County Board of Supervisors adopts, in any fiscal year, a County Budget that provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by CONTRACTOR under the Contract. COUNTY's notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's

approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the Contract.

21.4 CONTRACTOR requests for modifications, either budgetary or programmatic, will not be accepted during the first two (2) months of the Contract period (except where a written waiver is requested by CONTRACTOR and accepted by COUNTY). Such requests shall not be submitted to COUNTY more than once in each quarter except where a written waiver has been received by COUNTY.

21.5 For any change which does not materially affect the scope of work or any other term or condition under this contract, a change notice shall be prepared and signed by the COUNTY CCM and the CONTRACTOR Program Director.

22.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

22.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this contract. It is COUNTY'S policy to conduct business only with responsible contractors.

22.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in this Contract, debar CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts CONTRACTOR may have with COUNTY.

22.3 COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that CONTRACTOR has done any of the following: (1) violated a term of a contract with COUNTY or a nonprofit corporation created by COUNTY; (2) committed an act or omission which negatively reflects on CONTRACTOR'S quality, fitness or capacity to perform a contract with COUNTY, any other public entity, or a nonprofit corporation created by COUNTY, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against COUNTY or any other public entity.

22.4 If there is evidence that CONTRACTOR may be subject to debarment, the Department will notify CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise CONTRACTOR of

the scheduled date for a debarment hearing before the Contractor Hearing Board.

22.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CONTRACTOR and/or CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and if so, the appropriate length of time of the debarment. CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

22.6 After consideration of any objections or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

22.7 If a CONTRACTOR has been debarred for a period longer than five years, that CONTRACTOR may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of COUNTY.

22.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

22.8.1 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

22.9 These terms shall also apply to Subcontractors of COUNTY Contractors.

23.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring CONTRACTORS to complete the certification in Exhibit F, Attachment III COUNTY seeks to ensure that all COUNTY CONTRACTORS, which receive or raise charitable contributions, comply with California law in order to protect COUNTY and its taxpayers. A CONTRACTOR, which receives or raises charitable contributions without complying with its obligations under California law, commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

24.0 CONTRACTOR'S WORK

24.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit C, Mandated Program Requirements/Narrative.

24.2 If CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of CONTRACTOR, and CONTRACTOR shall have no claim whatsoever against COUNTY.

24.3 Failure to submit required documents including those listed in Exhibit F, Attachments, may result in suspension of payments.

25.0 COUNTY'S QUALITY ASSURANCE PLAN

COUNTY or its agent will evaluate CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of this

Contract in jeopardy if not corrected shall be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and CONTRACTOR. If improvement does not occur consistently with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

26.0 COVENANT AGAINST FEES

26.1 CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

26.2 For breach of this warranty, COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

27.0 CRIMINAL CLEARANCES

27.1 For the safety and welfare of the people served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with people in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

27.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

27.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

27.4 All Contractor staff performing work under this Contract shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

27.4 At any time prior to or during term of this Contract, the County may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

28.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

28.1 CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by CONTRACTOR or employees or agents of CONTRACTOR. Such repairs shall be made immediately after CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

28.2 If CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by CONTRACTOR by cash payment upon demand.

29.0 DISALLOWED COSTS

CONTRACTOR agrees to be bound by applicable COUNTY and/or Program disallowed cost procedures, rules and regulations, and to repay COUNTY for any expenditure which violates the terms of this Contract or applicable Program provisions or implementing laws, rules, or regulations.

30.0 DISCLOSURE OF INFORMATION

30.1 CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR'S need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Contract within the following conditions:

30.1.1 CONTRACTOR shall develop all publicity material in a professional manner; and

30.1.2 During the course of performance of this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not authorize others to publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials using the name of the COUNTY without the prior written consent of the Director. In no event shall the Contractor use any material which Identifies any individual by name or picture as an applicant for or participant of services provided by CSS.

30.1.3 CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section 30.1 shall apply.

31.0 EMPLOYEE BENEFITS AND TAXES

31.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

31.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes, which may be imposed in connection with or resulting from this Contract or CONTRACTOR'S performance hereunder.

32.0 EMPLOYEE SAFETY

CONTRACTOR will assure that the CONTRACTOR'S employees:

32.1 Are covered by an effective Injury and Illness Prevention Program; and

32.2 Receive all required general and specific training on employee Safety.

33.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

34.0 EVENTS OF DEFAULT

34.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

34.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

34.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

34.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

34.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

34.2.2 The filing of a voluntary petition in bankruptcy;

30.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

30.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

34.3 Other Events of Default

Determination by COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

35.0 FACSIMILIE REPRESENTATIONS

COUNTY and CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Subsection 21.0 and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

36.0 FAIR LABOR STANDARDS

CONTRACTOR shall comply with all State and applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys’ fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by CONTRACTOR'S employees for which COUNTY may be found jointly or solely liable.

37.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by COUNTY for that purpose under this Contract shall remain with COUNTY. A “Fixed Asset” is defined hereunder as any equipment costing Five Thousand Dollars ($5,000) or more, with a useful life of more than one year - see Exhibit F, Attachment XV, Fixed Assets/Equipment Purchase Requirements. Such assets shall be maintained, repaired and kept track of by completing an Inventory Control Form, Exhibit F, Attachment XVI, by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or

expiration of this Contract and shall deliver same to COUNTY upon COUNTY'S written request. CONTRACTOR shall have the option upon the expiration or termination of this Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR. CONTRACTOR shall abide by the policy set forth in Exhibit F, Attachment XV, Fixed Assets/Equipment Purchase Requirements.

38.0 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than a lockout by CONTRACTOR or any of CONTRACTOR's subcontractors), freight embargoes, or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, COUNTY shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

39.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

40.0 GOVERNMENT OBSERVATIONS

CONTRACTOR shall permit Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, to observe performance, activities, or review documents required under this Contract any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance.

41.0 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT

COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, to the extent CONTRACTOR provides services to COUNTY and CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit F, Attachment XIV, in order to provide those services. COUNTY and the CONTRACTOR therefore agree to the terms of

Exhibit F, Attachment XIV, CONTRACTOR'S Obligations As A “Business Associate” under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

42.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR'S acts and/or omissions arising from and/or relating to this Contract.

43.0 INDEPENDENT CONTRACTOR STATUS

43.1 This Contract is by and between COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

43.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

43.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers’ Compensation liability, solely employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers’ Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of CONTRACTOR pursuant to this Contract.

43.4 CONTRACTOR shall adhere to the provisions stated in Section 16.0, Confidentiality.

44.0 JOINT FUNDING REVENUE DISCLOSURE

By its execution of this Contract, CONTRACTOR certifies as set forth in Attachment XIII, Joint Revenue Disclosure, unless waived by COUNTY, that it has previously filed with CSS a written statement listing all revenue received, or expected to be received, by CONTRACTOR from Federal, State, City or County

sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by CONTRACTOR in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract.

45.0 LIMITATION ON CORPORATE ACTS

CONTRACTOR shall not amend its Articles of Incorporation or Bylaws, move to dissolve or transfer any assets derived from funds of the foregoing Contract, or take any other steps which may materially affect the performance of this Contract without first notifying COUNTY in writing. CONTRACTOR shall notify COUNTY immediately in writing of any change in CONTRACTOR'S corporate name.

46.0 LIQUIDATED DAMAGES

46.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

46.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

46.2.1 Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

46.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit E, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

46.2.3 Upon giving five (5) Days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

46.3 The action noted in Sub-section 46.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

46.4 This Sub-section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-section 46.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

47.0 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

47.1 This Contract is subject to the provisions of COUNTY'S ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

47.2 CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

47.3 CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

47.4 If CONTRACTOR has obtained COUNTY certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and CONTRACTOR knew, or should have known, that the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

47.4.1 Pay to COUNTY any difference between this Contract amount and what COUNTY'S costs would have been if this Contract had been properly awarded;

47.4.2 In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten percent (10%) of the amount of this Contract; and

47.4.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-Responsibility and Contractor Debarment).

47.5 The above penalties shall also apply if CONTRACTOR is no longer eligible for certification as a result in a change of their status and CONTRACTOR failed to notify the State and COUNTY'S Office of Affirmative Action Compliance of this information.

48.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in COUNTY'S WebVen. Prior to a contract award, all potential contractors must register in COUNTY'S WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing COUNTY'S home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db').

49.0 MOST FAVORED PUBLIC ENTITY

If CONTRACTOR'S prices decline, or should CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to COUNTY.

50.0 NEPOTISM

CONTRACTOR certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by CONTRACTOR. For the purpose of this Section, the term "immediate family" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in- law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by CONTRACTOR. The term "administrative capacity" means persons who have

overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

51.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

51.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

51.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit F, Attachment VII, CONTRACTOR'S Equal Employment Opportunity (EEO) Certification.

51.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

51.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation.

51.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

51.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR'S employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

51.7 If COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which

COUNTY may determine to suspend or terminate this Contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this Contract.

51.8 The parties agree that in the event CONTRACTOR violates any of the anti-discrimination provisions of this Contract, COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

52.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict COUNTY from acquiring similar, equal, or like goods and/or services from other entities or sources.

53.0 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

54.0 NOTICE OF DISPUTE

CONTRACTOR shall bring to the attention of COUNTY Contract Management Manager and/or COUNTY Program Manager any dispute between COUNTY and CONTRACTOR regarding the performance of services as stated in this Contract. If COUNTY Contract Management Manager or COUNTY Program Manager is not able to resolve the dispute, the Director, or designee, shall resolve it.

55.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, attached hereto as Exhibit F, Attachment IV.

56.0 OTHER CONTRACTS

56.1 A copy of any Contracts between CONTRACTOR and other public or private organizations which directly impact activities funded under this Contract shall be kept on file at CONTRACTOR'S offices and shall be provided to COUNTY upon request. CONTRACTOR shall also notify COUNTY of any default, termination, or finding of withheld payments under these Contracts.

56.2 CONTRACTOR warrants that no other funding source will be billed for services that are provided and paid for by COUNTY under this Contract.

57.0 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

57.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

57.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

57.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Contract Management Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

57.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

57.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Subsection 57.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subsection 57.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

57.6 All the rights and obligations of this Subsection 57.0 shall survive the expiration or termination of this Contract.

58.0 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

58.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

58.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

58.2.1 Procure for County all rights to continued use of the questioned equipment, part, or software product; or

58.2.2 Replace the questioned equipment, part, or software product with a non-questioned item; or

58.2.3 Modify the questioned equipment, part, or software so that it is free of claims.

58.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

59.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

60.0 PROBATION

60.1 COUNTY CMM may place CONTRACTOR on probationary status when it is determined by COUNTY for any program(s) herein, and for reasons that are not limited to, CONTRACTOR's demonstration of consistent and significant lack of achievement of Participant summary goals and non-compliance with COUNTY sanction policy guidelines.

60.2 If CONTRACTOR is placed on probationary status, CONTRACTOR shall submit a corrective action plan within ten (10) days of the notice of probationary status. CONTRACTOR'S Corrective Action Plan (CAP) must be approved by COUNTY CMM. COUNTY reserves the right to terminate Contract(s) of any CONTRACTOR on probationary status if CONTRACTOR does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

61.0 PROPRIETARY RIGHTS

61.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

61.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain

possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

61.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as “TRADE SECRET," “PROPRIETARY," or “CONFIDENTIAL."

61.4 COUNTY will use reasonable means to ensure that CONTRACTOR'S proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in this Sub-section COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

61.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way for:

61.5.1 Any material, data and information not plainly and prominently marked with restrictive legends;

61.5.2 Any materials, data and information covered under Sub-section 61.2; and

61.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

61.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including but not limited to, fire and theft.

61.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

61.8 The provisions of Subsections 61.5, 61.6, and 61.7 shall survive the expiration of termination of this Contract.

62.0 PUBLIC RECORDS ACT

62.1 Any documents submitted by CONTRACTOR, all information obtained in connection with COUNTY'S right to audit and inspect CONTRACTOR'S documents, books, and accounting records pursuant to Part II, Section 65.0, "Record Retention and Inspection/Audit Settlement," of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

62.2 In the event COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret," "confidential," or "proprietary," CONTRACTOR agrees to defend and indemnify COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

63.0 PUBLICITY

63.1 CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR'S need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Contract within the following conditions:

63.1.1 CONTRACTOR shall develop all publicity material in a professional manner; and

63.1.2 During the term of this Contract, CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY'S CMM. COUNTY shall not unreasonably withhold written consent.

63.2 CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with COUNTY of Los Angeles, provided that the requirements of this Subsection 62.0 shall apply.

64.0 RECORDS

CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by CONTRACTOR to COUNTY. Such records shall be kept in accordance with Section 65.0, Record Retention and Inspection/Audit Settlement, herein below.

65.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

65.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with Generally Accepted Accounting Principles. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

65.2 CONTRACTOR agrees that COUNTY or its authorized representatives, the State of California, or its authorized representatives, and the Federal government, or its authorized representatives, shall have access to and the right to seize, examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this Contract, including but not limited to, all time cards and other employment records and confidential information, shall be kept and maintained by CONTRACTOR and shall be made available to COUNTY, State, or Federal authorities, during the term of this Contract and for a period of five (5) years after the expiration of the term of this Contractor or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY'S option, CONTRACTOR shall pay COUNTY for travel, per diem, and other costs incurred by COUNTY to seize, examine, audit, excerpt, copy, or transcribe such material at such other location.

65.3 In the event that an audit of CONTRACTOR is conducted specifically regarding this Contract by any Federal or State Auditor, or by any auditor, or accountant employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY'S Contract Compliance Manager within thirty (30) days of CONTRACTOR'S receipt thereof, unless otherwise provided by applicable Federal or State

law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

65.4 Failure on the part of CONTRACTOR to comply with any of the provisions of this Section 65.0 shall constitute a material breach of this Contract upon which COUNTY may terminate or suspend this Contract.

65.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of COUNTY may conduct an audit of CONTRACTOR regarding the work performed under this Contract, and if such audit finds that COUNTY'S dollar liability for such work is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either: (a) repaid by CONTRACTOR to COUNTY by cash payment upon demand; or (b) at the sole option of COUNTY'S Auditor-Controller, deducted from any amounts due to CONTRACTOR from COUNTY, whether under this Contract or otherwise. If such audit finds that COUNTY'S dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY'S maximum obligation for this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

66.0 RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

67.0 SAFELY SURRENDERED BABY LAW

67.1 CONTRACTOR'S Acknowledgement of COUNTY'S Commitment to the Safely Surrendered Baby Law.

CONTRACTOR acknowledges that COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is COUNTY'S policy to encourage all COUNTY Contractors to voluntarily post COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position at CONTRACTOR'S place of business. CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. COUNTY'S Department of Children and Family Services will supply CONTRACTOR with the poster to be used.

67.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit F, Attachment VI of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

68.0 SAFETY AND WORKING CONDITIONS

Applicable local, State and Federal health and safety standards shall be observed. If a participant or CONTRACTOR employee is in a position not covered under the Occupational Health and Safety Act of 1970, as amended (29 USC § 651 et seq.) and/or the California Occupational Safety and Health Act, as amended (Cal. Labor Code § 6300 et seq.), CONTRACTOR assures that such participant or employee will not be required or permitted to work, be trained, or receive services under working conditions which are unsanitary, hazardous or otherwise detrimental to a the person's health or safety.

69.0 SUBCONTRACTING

69.1 The requirements of this Contract may not be subcontracted by CONTRACTOR **without the advance approval of COUNTY.** Any attempt by CONTRACTOR to subcontract without the prior consent of COUNTY may be deemed a material breach of this Contract.

69.2 If CONTRACTOR desires to subcontract, CONTRACTOR shall provide the following information promptly at COUNTY'S request:

69.2.1 A description of the work to be performed by the Subcontractor;

69.2.2 A draft copy of the proposed subcontract; and

69.2.3 Other pertinent information and/or certifications requested by COUNTY.

69.3 CONTRACTOR shall indemnify and hold COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.

69.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that CONTRACTOR has determined to subcontract, notwithstanding COUNTY'S approval of CONTRACTOR'S proposed subcontract.

69.5 COUNTY'S consent to subcontract shall not waive COUNTY'S right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

69.6 COUNTY'S Contract Management Manager will notify CONTRACTOR with respect to approval of any subcontract and Subcontractor employees.

69.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Contract Management Manager all the following documents:

69.7.1 An executed Exhibit F, Attachment VIII, "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement," executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

69.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by Part I, Section 4.2, Insurance Coverage Requirements, of this Contract, and

69.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to CONTRACTOR'S Tax Identification Number.

69.8 CONTRACTOR shall provide Contract Management Manager with copies of all executed subcontracts after Contract Management Manager's approval.

69.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

69.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

69.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have

no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

70.0 SUSPENSION OF CONTRACT

COUNTY may, by giving notice, suspend all or part of the program operations for CONTRACTOR'S failure to comply with the terms and conditions of this Contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the Notice of Suspension, CONTRACTOR shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to COUNTY'S approval in writing. Failure to reply in accordance with this section may result in termination by COUNTY of all or part of this Contract.

71.0 TERMINATION FOR CONTRACTOR'S DEFAULT

71.1 COUNTY may, by written notice to CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Contract Management Manager:

71.1.1 CONTRACTOR has materially breached this Contract;

71.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

71.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as COUNTY may authorize in writing) after receipt of written notice from COUNTY specifying such failure.

71.2 In the event COUNTY terminates this Contract in whole or in part as provided by Sub-section 71.1, COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to COUNTY for any and all excess cost incurred by COUNTY, as determined by COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 71.0.

71.3 Except with respect to defaults of any Subcontractor, CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-section 71.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this Sub-section 71.3, the terms “Subcontractor” and “Subcontractors” mean Subcontractor(s) at any tier.

71.4 If, after COUNTY has given notice of termination under the provisions of this Section 61.0, it is determined by COUNTY that CONTRACTOR was not in default under the provisions of this Section 71.0 or that the default was excusable under the provisions of Sub-section 71.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Part II, Section 72.0, Termination for Convenience.

71.5 In the event COUNTY terminates this Contract in its entirety due to CONTRACTOR'S default as provided in Subsection 71.1, CONTRACTOR and COUNTY agree that COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, COUNTY’S costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, CONTRACTOR and COUNTY agree that COUNTY shall, at its sole option and in lieu of the provisions of Sub-section 71.2, be entitled to liquidated damages from CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year’s Contract sum, whichever is less, as equitable compensation to COUNTY for such actual damages. This amount of liquidated damages shall be either paid by CONTRACTOR to COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to CONTRACTOR by COUNTY, whether under this Contract or otherwise.

71.5.1 These liquidated damages shall be in addition to any credits, which COUNTY is otherwise entitled to under this Contract, and CONTRACTOR'S payment of these liquidated damages shall not in any way change, or affect the provisions of Part II, Section 42.0, Indemnification.

71.6 The rights and remedies of COUNTY provided in this Section 71.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

72.0 TERMINATION FOR CONVENIENCE

72.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by COUNTY or CONTRACTOR, in its sole discretion, to be in COUNTY or CONTRACTOR'S best interest. Termination of work hereunder shall be effected by Notice of Termination to CONTRACTOR or COUNTY. The date upon which such termination becomes effective shall be no less than thirty (30) business days after the notice is sent. Notice of Termination from either party shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.

72.2 If Contract is terminated by COUNTY, the CONTRACTOR shall:

72.2.1 Stop work under this Contract on the date and to the extent specified in such notice;

72.2.2 Complete performances of such part of the work as shall not have been terminated by such notice; and

72.2.3 Adhere to COUNTY'S transition plan as determined by COUNTY.

72.3 If the Contract is terminated for convenience by CONTRACTOR, CONTRACTOR shall provide COUNTY with a transition plan to be approved by COUNTY. CONTRACTOR shall adhere to said transition plan.

72.4 All material including books, records, documents, or other evidence bearing on the costs and expenses of CONTRACTOR under this Contract shall be maintained by CONTRACTOR in accordance with Part II, Section 65.0, "Record Retention and Inspection/Audit Settlement".

73.0 TERMINATION FOR IMPROPER CONSIDERATION

73.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to CONTRACTOR'S performance pursuant to this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

73.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

73.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

74.0 TERMINATION FOR INSOLVENCY

74.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

74.1.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

74.1.2 The filing of a voluntary or involuntary petition regarding CONTRACTOR under the Federal Bankruptcy Code;

74.1.3 The appointment of a Receiver or Trustee for CONTRACTOR; or

74.1.4 The execution by CONTRACTOR of a general assignment for the benefit of creditors.

74.2 The rights and remedies of COUNTY provided in this Section 74.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

75.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in COUNTY Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with COUNTY'S Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with COUNTY'S Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

76.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Contract during any of COUNTY'S future fiscal years unless and until COUNTY'S Board of Supervisors appropriates funds for this Contract in COUNTY'S Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

77.0 TERMINATION OF PROGRAM OR MODIFICATION

In the event the Program is terminated for any reason, COUNTY may terminate this Contract without further liability for services yet to be rendered. Further, should the Program be modified so that funds are reduced and/or the scope of services is changed, COUNTY may modify this Contract accordingly. Termination or modification pursuant to this section shall be effective on the date notice is posted to CONTRACTOR.

78.0 USE OF COUNTY SEAL AND CSS DEPARTMENT LOGO

CONTRACTOR shall not use or display the official seal of the COUNTY or the logo of CSS on any of its letterheads or other communication with any debtor, or for any other reason unless each form of usage has prior written approval of the Los Angeles County Board of Supervisors.

79.0 USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR'S provision of services under this Contract are subject to

review and/or audit by CSS, COUNTY'S Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR'S liability for such audit exceptions, as determined by CSS, upon demand by COUNTY.

80.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

81.0 WAIVER

No waiver by COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 70.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

WIA SUBGRANT AGREEMENT
MANDATED PROGRAM REQUIREMENTS/NARRATIVE

Subgrantee:

Exhibit C
Page ___ of ___
Subgrant No.: _____
Amendment No.: _____

FUNDING SOURCE: WIA Title I Adult

TERM OF THESE FUNDS:

Use of these funds is limited to the period July 1, 2007, through June 30, 2008, and is additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans/budget projections are not being met.

PROGRAM REQUIREMENTS/NARRATIVE

This is to initiate the Fiscal Year 2007 – 2008 Workforce Investment Act - Title I Subgrant Agreement by incorporating Workforce Investment Act (WIA) Adult funds.

The Subgrantee shall operate this program in accordance with the approved Workforce Investment Plan (WIP) for the Los Angeles County Workforce Investment Area on file with the Workforce Investment Division of the Employment Development Department, 800 Capitol Mall, MIC 69, Sacramento, California; as well as the Subgrantee's Strategic Five-Year Service Area Plan referenced in the WIP and the RWG Agreement.

The Subgrantee will comply with all applicable WIA requirements, including WIA regulations, rules, and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County in accordance with the provisions of this Subgrant, the approved RWG Agreement, applicable Los Angeles County Workforce Investment Board ("WIB") policy and the Strategic Five Year Local Workforce Investment Plan for the Los Angeles County Workforce Investment Area.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA SUBGRANT AGREEMENT
MANDATED PROGRAM REQUIREMENTS/NARRATIVE

Subgrantee:

Exhibit C
Page ___ of ___
Subgrant No.: _____
Amendment No.: _____

FUNDING SOURCE: WIA Title I Adult Dislocated

TERM OF THESE FUNDS:

Use of these funds is limited to the period July 1, 2007, through June 30, 2008, and is additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans/budget projections are not being met.

PROGRAM REQUIREMENTS/NARRATIVE

This is to initiate the Fiscal Year 2007 – 2008 Workforce Investment Act - Title I Subgrant Agreement by incorporating Workforce Investment Act (WIA) Adult Dislocated Worker funds.

The Subgrantee shall operate this program in accordance with the approved Workforce Investment Plan (WIP) for the Los Angeles County Workforce Investment Area on file with the Workforce Investment Division of the Employment Development Department, 800 Capitol Mall, MIC 69, Sacramento, California; as well as the Subgrantee's Strategic Five-Year Service Area Plan referenced in the WIP and the RWG Agreement.

The Subgrantee will comply with all applicable WIA requirements, including WIA regulations, rules, and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County in accordance with the provisions of this Subgrant, the approved RWG Agreement, applicable Los Angeles County Workforce Investment Board ("WIB") policy and the Strategic Five Year Local Workforce Investment Plan for the Los Angeles County Workforce Investment Area.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

WIA SUBGRANT AGREEMENT
MANDATED PROGRAM REQUIREMENTS/NARRATIVE

Subgrantee:

Exhibit C
Page ___ of ___
Subgrant No.: _____
Amendment No.: _____

FUNDING SOURCE: WIA Title I Youth

TERM OF THESE FUNDS:

Use of these funds is limited to the period July 1, 2007, through June 30, 2008, and is additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans/budget projections are not being met.

PROGRAM REQUIREMENTS/NARRATIVE

This is to initiate the Fiscal Year 2007 – 2008 Workforce Investment Act - Title I Subgrant Agreement by incorporating Workforce Investment Act (WIA) Youth funds.

The Subgrantee shall operate this program in accordance with the approved Workforce Investment Plan (WIP) for the Los Angeles County Workforce Investment Area on file with the Workforce Investment Division of the Employment Development Department, 800 Capitol Mall, MIC 69, Sacramento, California; as well as the Subgrantee's Strategic Five-Year Service Area Plan referenced in the WIP and the RWG Agreement.

The Subgrantee will comply with all applicable WIA requirements, including WIA regulations, rules, and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County in accordance with the provisions of this Subgrant, the approved RWG Agreement, applicable Los Angeles County Workforce Investment Board ("WIB") policy and the Strategic Five Year Local Workforce Investment Plan for the Los Angeles County Workforce Investment Area.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement, which terms and conditions remain in full force and effect.

WIA SUBGRANT AGREEMENT
MANDATED PROGRAM REQUIREMENTS/NARRATIVE

Subgrantee:

Exhibit C
Page ___ of ___
Subgrant No.: _____
Amendment No.: _____

FUNDING SOURCE: WIA Title I Rapid Response

TERM OF THESE FUNDS:

Use of these funds is limited to the period July 1, 2007, through June 30, 2008, and is additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans/budget projections are not being met.

PROGRAM REQUIREMENTS/NARRATIVE

This is to initiate the Fiscal Year 2007 – 2008 Workforce Investment Act - Title I Subgrant Agreement by incorporating Workforce Investment Act (WIA) Rapid Response Funds.

The Subgrantee shall operate this program in accordance with the approved Workforce Investment Plan (WIP) for the Los Angeles County Workforce Investment Area on file with the Workforce Investment Division of the Employment Development Department, 800 Capitol Mall, MIC 69, Sacramento, California; as well as the Subgrantee's Strategic Five-Year Service Area Plan referenced in the WIP and the RWG Agreement.

The Subgrantee will comply with all applicable WIA requirements, including WIA regulations, rules, and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County in accordance with the provisions of this Subgrant, the approved RWG Agreement, applicable Los Angeles County Workforce Investment Board ("WIB") policy and the Strategic Five Year Local Workforce Investment Plan for the Los Angeles County Workforce Investment Area.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement, which terms and conditions remain in full force and effect.

RAPID RESPONSE REGIONAL WORK GROUP

Overview

The Workforce Investment Act (WIA) Rapid Response (RR) RR system's role is to support the economy by:

- Assisting workers to quickly return to productive positions in the labor force
- Assisting employers to explore alternatives to layoffs through human resource solutions and through the transition process
- Reducing the economic and social burdens that unemployment presents to employers, workers and the community
- Assessing the potential for averting layoffs by providing timely and pertinent information to anticipate and profit from economic development opportunities
- Identifying/developing prospective strategies to avert and/or mitigate the impact of potential downsizing, restructuring and/or imminent plant closures

The Worker Adjustment and Retaining Notification (WARN) Act mandates companies experiencing a layoff of seventy-five (California WARN) or more employees to notify the State and the local elected official. (Note: Federal regulations define WARN dislocations as 100 employees being affected). The Los Angeles County Board of Supervisors (BOS) is the local elected official for the County of Los Angeles local Workforce Investment Area. As its workforce program administrator, Community and Senior Services (CSS) is the repository for the County's WARNs and is thus notified by the State when a WARN is received. This process serves to prepare local jurisdictions to brace for the impact that closures have on the local economy. CSS staff responds to WARNs, working with employers to ease the transition of its workforce facing eminent dislocation.

The Regional Work Groups (RWGs) shall transition into the provision of direct RR services. This responsibility includes the ability to respond within 24 hours throughout the County of Los Angeles and to accommodate all the work hour shifts, including day, evening and night shifts. The intent is to be responsive to the companies' needs and working around their employees' work schedules, rather than having them adapt to WSC/RWGs' work schedules. The process and the response time of the affected companies often dictate this short notice, particularly when mass layoffs, permanent business closures, or natural and other disasters are involved. CSS should be advised of any potential dislocation that comes to the notice of the RWGs or through other channels. This will cover the instance where a company may have a non-WARN dislocation (under 75 employees within a sixty day period), or the company has failed to file a WARN or has sent a notification to another chief elected official, in lieu of the BOS.

RR orientations involve coordinating with EDD and Department of Labor (DOL) to inform impacted workers of unemployment insurance benefits, job services, Trade Adjustment Act (TAA), and COBRA, as well as sharing information about resources and services available through the WorkSource/One-Stop system to meet employee needs. Such needs include providing alternative job opportunities, providing skills enhancement training or assessments to identify transferable skills, and financial counseling/planning.

A. Rapid Response Activities:

1) Assessment – Conduct on-site visits/planning meetings with the employer. Representatives of the affected workers and the local community may be present. The assessment may include: employer's layoff plans and scheduled layoff dates; an analysis of the potential of averting the layoff; development of reemployment prospects for workers in the local community; and, linking of affected workers with all available resources to meet their short and long-term assistance needs.

2) Establishment of Labor Management Committees - The committee is voluntarily agreed to by the management and labor sectors. It serves to devise a plan and an implementation strategy that addresses the reemployment needs of the affected workers. The RWG will provide guidance and/or financial assistance as necessary to the committee and to employer/employees throughout the dislocation process. Facilitating the establishment of the committee does not imply performing the work involved, such as negotiation between the parties.

3) Providing Information about WorkSource Centers Services – Coordinate with the WorkSource/One-Stop system to disseminate information to impacted workers on services available to assist them with developing a successful resume, enhancing interviewing techniques and job searches skills, accessing the hidden job market, gaining access to Job Clubs, accessing available resources, and maintaining a positive attitude. Disseminating information as an RR function does not imply the provision of services as a WorkSource or One-Stop Center.

4) Providing Orientations on Industry Specific Training Opportunities – Provide orientations (on-site, group activities) to impacted workers to assess transferable skills. Coordinate access to various training opportunities and training programs that will help successfully transition the impacted worker to other in demand jobs and industries that are on the rise. Explore customized training opportunities through the WorkSource Center/RWG workforce development system and other available resources through the State and/or other funding organizations that can be leveraged to benefit the impacted organization.

5) In the case where lay off aversions strategies are needed, and there is sufficient time to implement them, then a planning meeting with the business and relevant agencies will be coordinated to create an intervention strategy to avoid business closure/layoffs. This plan will include (at minimum) intervention efforts to be used, timelines and responsible parties. Examples of relevant agencies include economic development corporations, Small Business Development Centers and other civic, auxiliary and financial planning entities. Follow-up with the business to ensure that the plan is being implemented. The RWG is required to report results in the summary report to CSS for reporting to the state.

B. General Requirements

1) Respond to need for RR services within 24 hours of being notified by the County.

2) RR services begin with a planning meeting between RR providers (CSS and RWG), employer or management representative, and union representatives (if applicable). Provide employer with appropriate referrals and assistance, i.e. layoff aversion, EDD, Trade Adjustment Assistance (TAA) and referrals to other workforce partners, and community and government services, such as Small Business Development Centers and Los Angeles Economic Development Corporation.

3) Provide businesses and RR participants with appropriate and relevant materials to accompany the activities and services being provided which are in keeping with and approved by the WIB as per the Marketing Directive. Continuity within the RR system is important. RWGs will be provided with excess marketing materials that they can use until the County's supply is exhausted. Thereafter, RWGs will be obliged to replenish these materials.

4) Describe WorkSource Center services, which include:
   a) Hiring - Employment listings, job banks, pre-screened qualified candidates
   b) Training - Customized training sessions for new or incumbent employees
   c) Tools - Free, full-service technical center, including computer, Internet, fax, copier and telephone access
   d) Workshops or seminars on critical employment themes, resume writing, job search strategies and interviewing techniques
   e) Counseling - Personalized career counseling and planning.

5) Distribute the RR survey to participants, assist participants in selecting their choice of WorkSource or One-Stop Center and return completed surveys to CSS.

6) Distribute the evaluation forms to RR participants after conducting an orientation and return the completed evaluations to CSS. Copies of their dated, sign-in sheets with employee signatures, with employer identified on each sign-in sheet.

7) Provide a brief summary report of activities undertaken, containing a list of services rendered and information on referrals made and the contact persons of the business and WorkSource Center, etc. If an intervention strategy or lay off aversion plan was undertaken, provide a description.

8) Remain current and comply with all Federal WIA regulations and State directives as well as Community and Senior Services (CSS) directives.

C. Invoice Process:

In keeping with state regulations, it is important that expenditures be tracked carefully and that supporting documents accompany each invoice to avoid disallowed costs. The following documents are required with each invoice:

1) Timesheets of staff performing RR services
2) List of activities performed
3) Employer profiles (one for each employer)
4) RWG 121 forms (one for each planning meeting, orientation or workshop)
5) Orientation sign-in sheets (employee signatures)
6) RR Surveys (referral if employees to WSCs)
7) RR Evaluation (customer satisfaction forms to be completed at the end of the orientation by the impacted worker or by the business after the business service)
8) Intervention Strategy Plan (when applicable)
9) E-mails, correspondence, phone logs, etc

D. Performance Expectation:

Funding priority requires the RWG to serve all companies officially filing "WARN" notices. Consequently RWGs are encouraged to plan accordingly for the entire PY based on the allocation provided and projected companies filing WARN and Non-WARNs in previous years. Activities must take into account:

1) 100% of WARN RR participants must be served.
2) WARN takes priority over non-WARN.
3) RWGs are free to coordinate with each other. Since the state does not allow for two jurisdictions to take credit for the same WARN, the RWG that CSS designates to serve the company will be identified as the primary service provider for purposes of reporting activities to the State.

4) Given the State and Chief Elected Official/Board of Supervisors' requirement for timely responses and provision of effective services to companies seeking RR services, RWGs must have staff available during a 24-hour period to respond to the notice of a company requiring services.
5) Failure to serve a WARN employer will result in a warning. A second failure will result in suspension and a recommendation to the BOS to reallocate funding. This is critical in order to assure that companies are served.
6) Small Business Assistance (layoff aversion) when applicable.

E. Worker Adjustment Retraining Notification (WARN) Process:

CSS:

1) CSS receives a WARN (or a non-WARN) from the BOS, the State or directly from the company, from the RWG, or a referral from another source.
2) CSS will verify that the company lies within the RWG area of service.
3) CSS will contact the appropriate RWG via email once the company has been notified and a planning meeting has been set,
4) CSS will contact the EDD, and, if necessary, DOL, to attend the planning meeting.
5) In consort with RWGs, CSS will arrange the orientation dates and times with the employer. Although consideration will be given to work around Company, RWG, CSS schedules, the Company's needs will prevail at time of conflicts.
6) CSS will complete the Employer Profile and make it available to the RWG prior to the planning meeting.
7) CSS will fill out that information gleaned from the initial contact with the company on the RWG 121, assign a WARN number identifying the company through the period that they receive services, and forward the partially filled out RWG 121 form to the RWG for final completion.
8) If the company lies outside of RWG service area, CSS will contact
    a) The first RWG on an alphabetical list, and
    b) The appropriate WIB (Carson Lomita Torrance WIN, City of Los Angeles, Long Beach WIB, SELACO, South Bay WIB or Verdugo WIB) via e-mail or fax, following up by telephone, if necessary
9) When the next company outside of the RWG service area is received, the second RWG on the alphabetical list will be contacted, and so on.
10) CSS will alert the State that the WARN has been forwarded to the appropriate RWG and WIB and send the 121 form to the State.

RWGs:

11) RWGs must respond when alerted about a company requiring RR services.
12) RWGs will accompany CSS to all planning meetings.
13) If the RWG becomes aware of a non-WARN, the RWG shall advise CSS immediately upon learning of a non-WARN and the same procedures will be followed.
14) The RWG will e-mail the completed RWG 121 form to CSS upon completion of the orientation.

15) Through the on-site orientation, the RWG offers access to unemployment compensation benefits, information on the Trade Adjustment Assistance (TAA) program and comprehensive WorkSource/One-Stop system services, i.e. employment and training activities and business services.

F. Allowable vs. Required RR Activities:

On June 14, 2006, the State re-issued directive number WIAD04-9, as WIAD05-18, Dislocated Worker 25% Funding Policy, which placed an emphasis on the leveraging of local resources, specifically with local WorkSource/"One-Stop" Centers and linking these services with regional RR activities. The revised directive continues to clearly delineate required and allowable activities to be conducted under the program, and defined activities that are prohibited (many of which previously were allowed). The revised directive allows LWIAs to utilize formula-allocated RR funds to include employer outreach and job development activities directly related to training for eligible individuals authorized by WIA regulations Section 667.262(b). However, EDD stressed that these alternative uses of RR funds for allowable activities, including those covered by Section 667.262(b), do not mitigate the fact that it is the State's policy priority that the full scope of required RR activities, as described in WIA regulations Section 665.310, must be provided in each local area. This directive provides the RWGs specific information that delineates the state's position on what they consider required and allowable activities according to the Federal regulations. These activities include the following:

REQUIRED ACTIVITIES	*ALLOWABLE ACTIVITIES*
Immediate and on-site contact with the employer, representatives of the affected workers and the local community	Develop strategies for aversion of layoffs, for addressing dislocation events and develop and maintain mechanisms for exchange of information regarding dislocation events and RR strategies
Assess layoff plans and employers' schedule, potential for averting layoffs, needs of workers, reemployment prospects, and available resources to meet needs of affected workers	In collaboration with appropriate State agencies, collect and analyze information related to economic dislocations, including potential closings/layoffs and available resources for dislocated workers to provide effective program management, review and evaluation of RR and layoff aversion efforts in the State
Provision of information and access to unemployment benefits, One-Stop system services, and employment & training activities and information on the TAA & NAFTA programs	Participate in capacity building activities, including providing information about innovative and successful strategies for serving dislocated workers with other local areas serving smaller layoffs

Provision of guidance and/or technical assistance in establishing labor-management committees	Assist in devising and overseeing strategies for layoff aversion, incumbent worker trainings, and linkages with economic development activities at the federal, State and local levels
Provision of emergency assistance adapted to particular closing, layoff or disaster	Attending Regional Roundtable meetings and related conferences
Provision of assistance to the local board and chief elected officials to develop a coordinated response to a dislocation event, including an NEG and access to State economic development assistance	Collaborating with EDD/LMID to research business activity
Providing access to CalJOBS and SkillsMatch on-site, using companies' facility	Employer outreach activities directly related to training for eligible individuals (reference directive #WIAD05-18 for full description of allowable activities)
Enabling affected workers to register, on-site, with local One-Stop centers	Job development activities directly related to training for eligible individuals (reference directive #WIAD05-18 for full description of allowable activities)

Prohibited activities under RR program include:

- Conducting layoff aversion strategies for employer
- Conducting employment generated activities, economic development and other similar activities *unless* they are directly related to training for eligible individuals
- Conducting job search assistance and business services workshops
- Conducting interview technique workshops
- Conducting resume writing workshops
- Training affected workers to upgrade skills for another position in the company
- Completing Unemployment Insurance applications
- Having job fair or information expo *not* at the dislocation event

WIA SUBGRANT AGREEMENT
BUDGET

Subgrantee:

Subgrant No.: Adult _____
DW _____
Youth _____
RR _____
Amendment/Modification No.: __

FUNDING SOURCE: WIA Title I Adult

BUDGET INFORMATION:

See attached.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT
ADULT PROGRAM
BUDGET INFORMATION SUMMARY

Legal Name of Contractor: _____ **Contract Number:** _____

Aka WorkSource Name: _____ **Contract Period:** _____

A. COST ACTIVITY SUMMARY **TOTAL COST:** _____

PROGRAM ACTIVITY	LEVERAGED RESOURCES (NON-WIA FUNDED)	WIA AMOUNT BUDGETED	% ALLOCATED
Core A			
Core B			
Intensive			
Training			
Administrative Costs			
	TOTAL COSTS	$ -	

B. MONTHLY EXPENDITURES OF PROGRAM COSTS BY ACTIVITY (NON-CUMULATIVE)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Core A													-
Core B													-
Intensive													-
Training													-
Admin. Cost													-
TOTALS	-	-	-	-	-	-	-	-	-	-	-	-	-

C. ALLOCATIONS BY SUPERVISORIAL DISTRICT

Supervisorial District I	Supervisorial District II	Supervisorial District III	Supervisorial District IV	Supervisorial District V	Total
					$ -

WIA SUBGRANT AGREEMENT
BUDGET

Subgrantee:

Subgrant No.: Adult _____
DW _____
Youth _____
RR _____
Amendment/Modification No.: __

FUNDING SOURCE: WIA Title I Adult Dislocated

BUDGET INFORMATION:

See attached.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT
DISLOCATED WORKER PROGRAM
BUDGET INFORMATION SUMMARY

Legal Name of Contractor: _____ **Contract Number:** _____

Aka WorkSource Name: _____ **Contract Period:** _____

A. COST ACTIVITY SUMMARY **TOTAL COST:** _____

PROGRAM ACTIVITY	LEVERAGED RESOURCES (NON-WIA FUNDED)	WIA AMOUNT BUDGETED	% ALLOCATED
Core A			
Core B			
Intensive			
Training			
Administrative Costs			
	TOTAL COSTS	$ -	

B. MONTHLY EXPENDITURES OF PROGRAM COSTS BY ACTIVITY (NON-CUMULATIVE)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Core A													-
Core B													-
Intensive													-
Training													-
Admin. Cost													-
TOTALS	-	-	-	-	-	-	-	-	-	-	-	-	-

C. ALLOCATIONS BY SUPERVISORIAL DISTRICT

Supervisorial District I	Supervisorial District II	Supervisorial District III	Supervisorial District IV	Supervisorial District V	Total
					$ -

WIA SUBGRANT AGREEMENT
BUDGET

Subgrantee:

Subgrant No.: Adult _____
DW _____
Youth _____
RR _____
Amendment/Modification No.: __

FUNDING SOURCE: WIA Title I Youth

BUDGET INFORMATION:

See attached.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES

WIA IN-SCHOOL AND OUT-OF SCHOOL PROGRAM BUDGET SUMMARY

AGENCY NAME: _____

CONTACT NAME: _____

CONTACT TELEPHONE: _____

A. COST ACTIVITY SUMMARY **TOTAL COST:** _____

PROGRAM ACTIVITY	AMOUNT BUDGETED	
WIA Program	In-School:	OUT OF SCHOOL
TOTAL COSTS		

B. ALLOCATIONS BY SUPERVISORIAL DISTRICT FOR WIA PROGRAM

PROGRAMS	I	II	III	IV	V	TOTAL
In-School Youth						
Out-of-School Youth						

C. MONTHLY EXPENDITURES OF PROGRAM COSTS - ESTIMATED ACTUALS

WIA PROGRAM 2007	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
In-School Youth						
Out-of-School Youth						
TOTAL COSTS						

WIA PROGRAM 2008	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
In-School Youth						
Out-of-School Youth						
TOTAL COSTS						

WIA SUBGRANT AGREEMENT
BUDGET

Subgrantee:

Subgrant No.: Adult _____
DW _____
Youth _____
RR _____
Amendment/Modification No.: __

FUNDING SOURCE: WIA Title Rapid Response

BUDGET INFORMATION:

See attached.

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT
RAPID RESPONSE BUDGET SUMMARY

Legal Name of Subgrantee: _____ **Subgrant Number** _____

Contact Name: _____ **Subgrant Period:** _____

Contact Telephone: _____

PROGRAM ACTIVITY	WIA AMOUNT BUDGETED	% ALLOCATED
Required Activities		80%
Allowable Activities		20%
TOTAL COST		100%

MONTHLY EXPENDITURES OF PROGRAM COSTS BY ACTIVITY (NON-CUMULATIVE)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Required Activities													
Allowable Activities													
TOTALS													

WIA SUBGRANT AGREEMENT
WIA PERFORMANCE REQUIREMENTS

Subgrantee:

Subgrant No.: Adult _____
DW _____
Youth _____
RR _____
Amendment/Modification No.: __

FUNDING SOURCE: WIA Title I Adult

TERM OF THESE FUNDS:

Use of these funds is limited to the period July 1, 2007 through June 30, 2008, and is additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

WIA PERFORMANCE REQUIREMENTS

THE PERCENTAGES/NUMBERS LISTED ON THE MATRICES ARE FOR PLANNING PURPOSES ONLY. Contractors will still be held to the yearly performance requirements that will be established as a result of the negotiations between the County and the State. Upon completion of these negotiations, contractors will be notified of the revised performance levels.

WIA Adult

Performance Measure	**Standards**
Entered Employment Rate	**74.2%**
Employment Retention Rate	**77.7%**
Average Earnings (Common)	**$11,800**
Employment and Credential Attainment Rate	**56%**

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

Contract No.: ____
Amendment/Modification No.: _

Agency Name: _____

THE PERCENTAGES/NUMBERS LISTED ON THE MATRICES ARE FOR PLANNING PURPOSES ONLY. Contractors will still be held to the yearly DOL performance requirements that will be established as a result of the negotiations between the County and the State. Upon completion of these negotiations, contractors will be notified of the revised performance levels.

I. WIA **CUMULATIVE** ENROLLMENTS AND EXITS	Adult			
	7/1/2007 - 9/30/2007	10/1/2007 - 12/31/2007	1/1/2008 - 3/31/2008	4/01/2008 - 6/30/2008
A. New Enrollments				
B. WIA Carryovers from Prior Program Year*				
C. Total Enrollments (A+B=C)				
D. Total Exits				
(1) # of Exiters who received Training Services**				
(2) # of Exiters who are employed in Unsub. Employment (approx. 74.2%)				
(3) # of Exiters with attainment of recognized credential (approx. 56%)				
(4) # of Exiters with retention in unsubsidized employment for six months (approx. 77.7%)				

* After the first quarter, this number should remain the same.
** These cumulative numbers will not equal the total.

Program Service Components				
II. TOTAL WIA **CUMULATIVE** ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	7/1/2007 - 9/30/2007	10/1/2007 - 12/31/2007	1/1/2008 - 3/31/2008	4/01/2008 - 6/30/2008
A. WIA Core B Enrollments				
B. WIA Intensive Enrollments				
C. WIA Training Enrollments				

As DOL measures are affected by current and prior contracts, multiple DOL Performance Requirement measures are a requirement of this contract.

DOL Performance Measure	Required Level FY04-05
Entered Employment Rate (Standard)	73.70%
Employment Retention Rate (Standard)	80.70%
Earnings Change Rate (Standard)	$3,400
Employment and Credential Attainment Rate (Standard)	50%

WIB Approved Cost per Placement
$8,500 Must be achieved by 6/30/2007

DOL Performance Measure	Required Level FY05-06
Entered Employment Rate (Common)	74.20%
Retention Rate (Common)	77.70%
Earnings Change (Common)	$3,535
Employment and Credential Rate (Standard)	56%

DOL Performance Measure	Required Level FY06-07
Entered Employment Rate (Common)	74.20%
Retention Rate (Common)	77.70%
Average Earnings (Common)	$11,800
Employment and Credential Rate (Standard)	56%

WIA SUBGRANT AGREEMENT
WIA PERFORMANCE REQUIREMENTS

Subgrantee:

Subgrant No.: Adult _____
DW _____
Youth _____
RR _____
Amendment/Modification No.:__

FUNDING SOURCE: WIA Title I Adult Dislocated

TERM OF THESE FUNDS:

Use of these is limited to the period July 1, 2007 through June 30, 2008, and is additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

WIA PERFORMANCE REQUIREMENTS

THE PERCENTAGES/NUMBERS LISTED ON THE MATRICES ARE FOR PLANNING PURPOSES ONLY. Contractors will still be held to the yearly performance requirements that will be established as a result of the negotiations between the County and the State. Upon completion of these negotiations, contractors will be notified of the revised performance levels.

WIA Dislocated Worker

Performance Measure	**Standard**
Entered Employment Rate	**81.5%**
Employment Retention Rate	**84.9%**
Average Earnings (Common)	**$15,400**
Employment and Credential Attainment Rate	**66%**

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

FY 2007-2008 WIA PROGRAM REQUIRED MATRIX - DISLOCATED WORKER PROGRAM

Contract No.: ____
Amendment/Modification No.:_

Agency Name: _____

THE PERCENTAGES/NUMBERS LISTED ON THE MATRICES ARE FOR PLANNING PURPOSES ONLY. Contractors will still be held to the yearly DOL performance requirements that will be established as a result of the negotiations between the County and the State. Upon completion of these negotiations, contractors will be notified of the revised performance levels.

I. WIA **CUMULATIVE** ENROLLMENTS AND EXITS	Dislocated Worker			
	7/1/2007 - 9/30/2007	10/1/2007 - 12/31/2007	1/1/2008 - 3/31/2008	4/01/2008 - 6/30/2008
A. New Enrollments				
B. WIA Carryovers from Prior Program Year*				
C. Total Enrollments (A+B=C)				
D. Total Exits				
(1) # of Exiters who received Training Services**				
(2) # of Exiters who are employed in Unsub. Employment (approx. 81.5%)				
(3) # of Exiters with attainment of recognized credential (approx. 66%)				
(4) # of Exiters with retention in unsubsidized employment for six months (approx. 84.9%)				

* After the first quarter, this number should remain the same.
** These cumulative numbers will not equal the total.

Program Service Components				
II. TOTAL WIA **CUMULATIVE** ENROLLMENTS IN PROGRAM SERVICE COMPONENTS	7/1/2007 - 9/30/2007	10/1/2007 - 12/31/2007	1/1/2008 - 3/31/2008	4/01/2008 - 6/30/2008
A. WIA Core B Enrollments				
B. WIA Intensive Enrollments				
C. WIA Training Enrollments				

As DOL measures are affected by current and prior contracts, multiple DOL Performance Requirement measures are included in this contract.

DOL Performance Measure	Required Level FY04-05
Entered Employment Rate (Standard)	78.50%
Employment Retention Rate (Standard)	87.90%
Earnings Change Rate (Standard)	88%
Employment and Credential Attainment Rate (Standard)	58%

WIB Approved Cost per Placement
$10,900 Must be achieved by 6/30/2007

DOL Performance Measure	Required Level FY05-06
Entered Employment Rate (Common)	81.50%
Retention Rate (Common)	84.90%
Earnings Change (Common)	($3,000)
Employment and Credential Rate (Standard)	66%

DOL Performance Measure	Required Level FY06-07
Entered Employment Rate (Common)	81.50%
Retention Rate (Common)	84.90%
Average Earnings (Common)	$15,400
Employment and Credential Rate (Standard)	66%

WIA SUBGRANT AGREEMENT
WIA PERFORMANCE REQUIREMENTS

Subgrantee:

Subgrant No.: Adult _____
DW _____
Youth _____
RR _____
Amendment No.: __

FUNDING SOURCE: WIA Title I Youth

TERM OF THESE FUNDS:

Use of these is limited to the period July 1, 2007 through June 30, 2008, and is additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

WIA PERFORMANCE REQUIREMENTS:

THE PERCENTAGES/NUMBERS LISTED ON THE MATRICES ARE FOR PLANNING PURPOSES ONLY. Contractors will still be held to the yearly performance requirements that will be established as a result of the negotiations between the County and the State. Upon completion of these negotiations, contractors will be notified of the revised performance levels.

YOUNGER YOUTH (AGES 14 to 18)	**Standards/Goals**
Skill Attainment: Attainment of basic skills or, as appropriate, work readiness or occupational goals.	**83.8%**
Attainment of High School Diploma/GED: Attainment of secondary school diplomas or their recognized equivalent.	**66%**
Younger Youth Retention: Placement and retention in post-secondary education or advanced training, or placement and retention in military services, employment, or qualified apprenticeship.	**63.4%**
Customer Satisfaction	**75%**
OLDER YOUTH (AGES 19-21)	**Standards/Goals**
Job Placement: Entry into unsubsidized employment.	**70.3%**
Older Youth Retention: Retention in unsubsidized employment 3 quarters after entry into employment.	**77.4%**
Earnings Change: Earnings received in unsubsidized employment 3 quarters after entry into employment.	**$3874**
Attainment of Credentials: Attainment of recognized credential relating to achievement of educational skills, which may include attainment of a secondary school diploma or its recognized equivalent, or occupational skills, by participants who enter unsubsidized employment or who enter post-secondary education, or advanced training.	**38%**
Customer Satisfaction	**75%**

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect.

Agency Name: _____

THE PERCENTAGES/NUMBERS LISTED ON THE MATRICES ARE FOR PLANNING PURPOSES ONLY. Contractors will still be held to the yearly DOL performance requirements that will be established as a result of the negotiations between the County and the State. Upon completion of these negotiations, contractors will be notified of the revised performance levels.

I. WIA **CUMULATIVE** ENROLLMENTS AND EXITS	Older Youth			
	7/1/2007 - 9/30/2007	10/1/2007 - 12/31/2007	1/1/2008 - 3/31/2008	4/01/2008 - 6/30/2008
A. New In-School Youth Enrollments				
B. New Out-of-School Youth Enrollments				
C. In-School Carryovers from Prior Program Year*				
D. Out-of School Carryovers from Prior Program Year*				
E. Total Enrollments (A+B+C+D=E)				
F. Total Exits				
(1) # of Exiters who enrolled in post-secondary education				
(1a) # of Exiters who are enrolled in advanced training/occupational skill training.				
(2) # of Exiters who are employed in Unsub. Employment (approx. 70.3%) F-(F1+F2) * .703				
(3) # of Exiters with attainment of recognized credential (approx. 38%) F * .38				
(4) Those employed in 1st Qtr. After exit who moved on to post-secondary education or advanced training in the 3rd Qrt after exit				
(5) # of Exiters with retention in unsubsidized employment for six months (approx. 77.4%) F2 - F4 * .774				

* After the first quarter, this number should remain the same.

As DOL measures are affected by current and prior contracts, multiple DOL Performance Requirement measures are included in this contract.

STANDARD MEASURES

DOL Performance Measure	Required Level FY04-05
Entered Employment Rate	64.30%
Employment Retention Rate	76.90%
Earnings Change Rate	$3,800
Credential Attainment Rate	30%

DOL Performance Measure	Required Level FY05-06
Entered Employment Rate	70.30%
Employment Retention Rate	77.40%
Earnings Change Rate	$3,874
Credential Attainment Rate	38%

DOL Performance Measure	Required Level FY06-07
Entered Employment Rate	70.30%
Employment Retention Rate	77.40%
Earnings Change Rate	$3,874
Credential Attainment Rate	38%

WIB Approved Cost per Placement
Must be achieved by 6/30/2007

COMMON MEASURES

DOL Performance Measure	Required Level FY06-07
Placement in Employment or Education	
Attainment of a Degree or Certificate	
Literacy and Numeracy Gains	

Contract No.: ____
Amendment/Modification No.: _

FY 2007-2008

WIA PERFORMANCE INDICATORS MATRIX - YOUNGER YOUTH

Cumulative

I. WIA CUMULATIVE ENROLLMENTS AND EXITS	Younger Youth (14-18)			
	7/1/07-9/30/07	10/1/07-12/31/07	1/1/08-3/31/08	4/01/08-6/30/08
a. WIA In-School Enrollments				
b. WIA Out-of-School Enrollments				
c. WIA Carryovers from Prior Program Year *				
d. Total Enrollments = a+b+c				
e. Total Skills Goals Set				
f. Total Exits				

Agency:

PLEASE NOTE THAT THE PERCENTAGES/NUMBERS LISTED ON THE MATRICES ARE FOR PLANNING PURPOSES ONLY. Contractors will still have ot meet the yearly performance requirements that will be established as a result of the negoitations between the County and the State.

II. QUARTERLY EXIT PERFORMANCE INDICATORS (Non-Cumulative)	Younger Youth (14-18)							
	7/1/07-9/30/2007	10/1/07-12/31/2007	1/1/08-3/31/2008	4/1/08-6/30/2008	7/1/08-9/30/2008	10/1/08-12/31/2008	1/1/09-3/31/2009	4/1/09-6/30/2009
a. Participant Exits[1]								
b. Number of Youth that remained in secondary school								
c. Number of Basic, Work Readiness, and Occupational Skill Goals Set for exiters.								
d. Number of of basic skills, work readiness or occupational skills set and attained by exiters within 12 months.[2]								
e. Youth who attained a secondary school diploma or its recognized equivalent by the end of the 1st Qtr. after exit.[3] [e=(a-b)*(.66)]								
f. Placement and retention in post secondary education or advanced training, or placement and retention in military services, employment or qualified apprenticeships in the 3rd Qtr. aftert exit.[4] [f=(a-b)*(.634)]								

* After the first quarter, this number should remain the same

[1] Numbers are not cumulative and reflect the number of participants who exit per quarter.

[2] The Performance Standard for this measure is 83.8% completion of youth skills goals set **per quarter**. (ie. "d" divided by "c" must equal .838)

[3] The Performance Standard for this measure is 66% attainment in the **first quarter after exit**. (ie. "e" divided by ("a" minus "b") must equal .66)

[4] The Performance Standard for this measure is 63.4% retention in post secondary education or advanced training, or placement and retention in military services, employment or a qualified apprenticeship program for the **third quarter after exit**. (ie. "f"

WIA SUBGRANT AGREEMENT
WIA PERFORMANCE REQUIREMENTS

Subgrantee:

Subgrant No.: Adult _____
DW _____
Youth _____
RR _____
Amendment/Modification No.: __

FUNDING SOURCE: WIA Title I Rapid Response

TERM OF THESE FUNDS:

Use of these is limited to the period July 1, 2007 through June 30, 2008, and is additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

WIA PERFORMANCE REQUIREMENTS:

I. RAPID RESPONSE **REQUIRED** ACTIVITIES	7/1/07 - 9/30/07	10/1/07 - 12/31/07	1/1/08- 3/31/08	4/1/08- 6/30/08	**TOTAL**
A. Total planning meetings conducted (assess potential for layoff aversion)					
B. Total number of Rapid Response orientations conducted					
B.1. Number of orientations for military (Employer Support for the Guard and Reserve (ESGR) **(subset of B)**					
Participant satisfaction of 95% or above (%) **(of A and B)**					
C. Number of Labor Management Committees coordinated					
D. Number of National Emergency Grants developed					
E. Number of other required activities under WIA regulations					

II. RAPID RESPONSE **ALLOWABLE** ACTIVITIES	7/1/07 - 9/30/07	10/1/07 - 12/31/07	1/1/08- 3/31/08	4/1/08- 6/30/08	**TOTAL**
A. Total business assistance (layoff aversion assistance, referrals, and follow-up) conducted					
A. 1. Layoff aversion assistance					
A. 2. Referrals to partner agencies					
A. 3. Follow-up activities					
B. Number of other allowable activities under WIA regulations					

WIA SUBGRANT AGREEMENT
REQUIRED DOCUMENTS (ATTACHMENTS)

Subgrantee:

Exhibit F
Page ___ of ___
Subgrant No.: _____
Amendment No.: _____

FUNDING SOURCE: WIA Title I Adult, Dislocated and Youth Programs

---

TERM OF THESE FUNDS:

Use of these funds is limited to the period July 1, 2007 through June 30, 2008, and additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

WIA REQUIRED DOCUMENTS
Please submit the following on **agency letterhead only if documents have been changed or updated:**

1. List of Staff Persons Authorized to Sign Contract Documents
2. Current Board of Directors or City Council Roster
3. Articles of Incorporation
4. Business License
5. IRS Taxpayer Identification Number
6. Cost Allocation Plan

Please sign and date the provided **Forms andCertifications**:

1. Contractor's Administration
2. County's Administration
3. Charitable Contributions Certification
4. County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception (Jury Service Program)
5. Contractor's Equal Employment Opportunity (EEO) Certification
6. Contractor Employee Acknowledgement and Confidentiality Agreement
7. Joint Revenue Disclosure
8. Inventory Control Form
9. Confidentiality Form

Please submit the following **insurance documents and endorsements if items have expired:**
(see Standard Terms and Conditions, Part I Section 2.0)

1. General Liability Certificate Exp.
2. Additional Insured Endorsement Page
3. Automotive Liability Certificate Exp.
4. Crime Certificate Exp.
5. Individual Loss Payee Endorsement Page
6. Workers' Compensation Insurance Certificate Exp.
7. Professional Liability Certificate (if applicable)Exp. _____
8. Property Insurance Certificate (if applicable) Exp. _____
9. Verification of Self-Insured (if applicable) Exp. _____

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect. and conditions remain in full force and effect.

WIA SUBGRANT AGREEMENT
RAPID RESPONSE REQUIRED FORMS AND RELATED DIRECTIVES

Subgrantee:

Exhibit G
Page ___ of ___
Subgrant No.: _____
Amendment No.: _____

FUNDING SOURCE: WIA Title I Rapid Response

PLEASE SEE ATTACHMENTS 1-8

This exhibit adds to and does not replace the terms and conditions of any other exhibit included in this agreement which terms and conditions remain in full force and effect

WIA SUBGRANT AGREEMENT
RAPID RESPONSE REQUIRED FORMS AND RELATED DIRECTIVES

Rapid Response Required Documents and Related Directives

Attachment 1	WIA Dislocated Worker Services for Groups Allowable Under Rapid Response (3 pages)
Attachment 2	RWG Rapid Response On-Site Visit Report
Attachment 3	*Worker Adjustment and Retraining Notification (WARN) Act* Employer Profile
Attachment 4	Rapid Response Orientation Sign In Sheet
Attachment 5	Rapid Response Services Survey (English, Spanish with Grid of WorkSource Centers to be printed on backside)
Attachment 6	Rapid Response Orientation Evaluation (Customer Satisfaction)
Attachment 7	Budget Summary / Performance Matrix
Attachment 8	Rapid Response Performance Measures / Standards and Goals

References:

Refer to the following documents which were previously distributed and/or available on the Internet. T*hey are not attached to this document.*

CSS Directive DWA-00-040 Instructions on WorkSource California System (14 pages). The instructions were a part of the WorkSource Marketing Toolkit.

WIA Dislocated Worker 25% Funding Policy WIAD05- 18 http://www.edd.ca.gov/wiarep/wiad05-18.pdf

Be aware that the EDD link to these documents does not work. To view these documents, follow this sequence on the Internet

1. www.edd.ca.gov
2. In left column click on "Workforce Community"
3. Scroll down. In center column, click on "Workforce Development Community"
4. Click on "Directives"

WIA Dislocated Worker Services for Groups Allowable Under Rapid Response

A Dislocated Worker activity may be allowable through Rapid Response for services to groups of 10 or more workers at a company affected by permanent closure, mass layoff, and a natural or other disaster that results in mass job dislocation. Costs for allowable activities must be indicated and specified as being used for Rapid Response in financial records (General Ledger).

CORE A SERVICES	**Allowed under**	
	WIA DW (For Individuals)	**Rapid Response Groups (10 or more)**
Determination of eligibility to receive assistance under Title 1B	Yes	No
Outreach, intake (which may include worker profiling) & orientation to WIA services and the WorkSource Center	Yes	Yes
Initial assessment of skill levels, aptitudes, abilities & need for supportive services	Yes	Yes
Employment statistics information including job vacancy listings, job skill requirements for job listings, & information on occupations	Yes	Yes
Performance information on eligible training providers	Yes	No
Performance information on the local WorkSource delivery system	Yes	Yes
Information on supportive services and referral to supportive services	Yes	Yes
Information regarding filing for Unemployment Compensation	Yes	Yes
Assistance in establishing eligibility for welfare-to-work activities under TANF/CalWORKS, and other training and education programs not funded under WIA	Yes	No
Resource Room usage	Yes	No
Internet browsing (job, information and training searches)	Yes	No
Internet accounts (CalJobs) for Rapid Response groups on-site, using company's or mobile facility.	Yes	Yes
Talent referrals (informational, e.g., talent scouts, labor exchange referrals of resumes without further screening)	Yes	No

Partner staff assisted workshops and job clubs	Yes	No*
Mandatory enrollment in CalJOBs for participants receiving job search services (For Rapid Response groups on-site at company, or mobile facility at company)	Yes	Yes

CORE B SERVICES (At this point, the client is an enrolled Dislocated Worker)	**Allowed under**	
	WIA DW (For Individuals)	**Rapid Response Groups (10 or more)**
Staff assisted job search & placement assistance, including career counseling	*Yes*	*No*
Follow-up services, including counseling regarding the workplace	*Yes*	*No*
Initial development of employment plan	*Yes*	*No*
Staff assisted job referrals (such as testing & background checks)	*Yes*	*No*
Staff assisted job development (working with employer & jobseeker)	*Yes*	*No*
Staff assisted workshops and job clubs	*Yes*	*No**

INTENSIVE (At this point, the client is an enrolled Dislocated Worker)	**Allowed under**	
	WIA DW (For Individuals)	**Rapid Response Groups (10 or more)**
Comprehensive & specialized assessment, such as diagnostic testing & interviewing	*Yes*	*No*
Full development of Individual Employment Plan	*Yes*	*No*
Group counseling	*Yes*	*No*
Individual counseling & career planning	*Yes*	*No*
Case management	*Yes*	*No*
Work Experience	*Yes*	*No*
Other Intensive services deemed necessary based on an individual client's assessment results or individual employment plan	*Yes*	*No*

Short-term pre-vocational services (e.g., interviewing skills, professional conduct, communication skills, etc.)	*Yes*	*No*
Follow-up services, including counseling for registrants (those previously receiving intensive/training services) after entering employment	*Yes*	*No*

TRAINING (At this point, the client is an enrolled Dislocated Worker)	**Allowed Under**	
	WIA DW (For Individuals)	**Rapid Response Groups (10 or more)**
Occupational skills training, including training for nontraditional employment	*Yes*	*No*
On-the-job training (OJT)	*Yes*	*No*
Programs that combine workplace training with related instruction, which may include cooperative education programs	*Yes*	*No*
Training programs operated by the private sector	*Yes*	*No*
Skill upgrading and retraining	*Yes*	*No*
Entrepreneurial training	*Yes*	*No*
Job readiness training	*Yes*	*No*
Adult education and literacy activities provided in combination with services described above	*Yes*	*No*
Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training	*Yes*	*No*
Linkage to occupations that are: 1) in demand in the local area or 2) that have a high potential for sustained demand or growth in the local area or in another area to which the Dislocated Worker is willing to relocate	*Yes*	*No*

* See WIA Dislocated Worker 25% Funding Policy WIAD05- 18 http:/www.edd.ca.gov/wiarep/wiad05-18.pdf

RWG RAPID RESPONSE – ON-SITE VISIT REPORT

Date of Visit:		Agency Name:	
Agency Contact:		Contact Telephone:	
Primary Reason for On-Site Visit:			
Explanation of Other Reasons:			

Employer Information

Name of Company			
Street Address:			
City:		Zip:	
Company Contact Person:		Title:	
Telephone Number:		Fax Number:	
Date of Layoff that Caused Visit:		# of Affected Local Employees:	
Was a WARN Notice filed?		Was a Trade Act Petition Filed?	
Industry Type:			
What job classifications are being affected? (briefly describe)			
Are the layoffs caused because the employer is relocating jobs?			

Layoffs Scheduled Over Next Six Months

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
# of Layoffs Expected												

Meeting Attendees		Meeting Logistics	
☐ Employer Representative		☐ # of Staff Hours to prepare visit:	
☐ Union Representative – Union Names and Local #(s):		☐ Length of Meeting (in hours)	
		☐ # of Staff at Meeting	
☐ Affected Employees – How many?		☐ How many affected workers completed an RR survey during this on-site?	
☐ Employment Development Department If EDD did not attend, person and date contacted:		Comments:	
☐ News Media (specify if known)			
☐ Others			

File no: _____

Worker Adjustment and Retraining (WARN) Act Employer Profile

Date notified: _____ Referral Source: _____

From: _____ Contact: _____

Plant address: _____

_____ Affected Industry _____

Corporate address: _____ Website: _____

Labor Union(s) Yes _____ No _____ Union: _____

Service Provider(s):

_____ _____

Phone: _____ _____

E-mail:_____ E-mail: _____

EDD Office: _____ Contact: _____

Type of Meeting: (planning, orientation, delivery, layoff aversion, etc)	Date	Time	Agency Rep
_____	_____	____	_____
_____	_____	____	_____
_____	_____	____	_____

Reason: Closing _____ Layoff ____

Describe: _____

Severance package : _____

Number to be laid off	Date
_____	_____
_____	_____
_____	_____

Workforce Profile: Approximate Age Range: _____ Gender: Male: _____ % Female _____ %

Languages: _____ Wage Range:_____
weekly/hourly/monthly/annum

Work Hours _____ Level of education _____ Duration/Employment: _____

Comments: _____
_____
_____
_____
_____

RAPID RESPONSE ORIENTATION SIGN IN SHEET

Company:		
Date:	Time:	File#

Name first & last *Nombre y Apellido* (Please print) (*letra de molde*)	Telephone *Telefono*	E-mail *Correo Electronico*	Zip code *Codigo postal*	Job title *Titulo de su posicion*

WorkSource CALIFORNIA
Building Business and Careers
www.worksourcecalifornia.com
888-226-6300

Cuestionario para servicios de Rapid Response

Nombre de la compania: _____

Nombre y apellido:_____Fecha:_____
Direccion:_____Ciudad:_____Codigo Postal:_____
Telefono (#):_____ Alternativo #:_____

¿Cuanto tiempo has trabajado por la compania?_____

Salario – por hora (circule uno): $7.00 - 9.99 $10.00 - 12.99 $13.00 - 15.99 $16.00 - 18.99 $19.00+

Su nivel de educacion (circule uno):
5 6 7 8 9 10 11 12 Diploma de escuela superior (H.S.) GED Universidad: 1 2 3 4 Maestria

¿Cuales son sus abilidades de trabajo, certificados de entrenamiento, idiomas adicionales o licencias?
_____
_____
_____

¿Cuales servicios gustaria Ud. recibir? (circule todos los que aplican)	
☐ Asistencia con la busca de empleo: ☐ Preparacion de c.vi.o resumen y llenar aplicacion ☐ Informacion acerca del Mercado Laboral ☐ Escribiendo Cartas de dar Gracias y Introduccion ☐ Abilidades de entrevistar ☐ Identificar las abilidades transferible	☐ Taller de la buscar empleo
	☐ Consejo de Carera
	☐ Otro
	☐ Entrenamiento-en-el-trabajo
	☐ Leyendo en la clase, matematicas, Ingles como Segundo Idioma, Computadora Basica
	☐ Entrenamiento Ocupacional en la clase

¿En cuales ocupaciones esta Ud. interesado?	
☐ Primer Nivel (cualquier industria)	☐ Asistente Medico, Enfermero
☐ Abilidades de oficina de computacion	☐ Manejero de Camion, Entregar
☐ Contabilidad	☐ Labor, Ensamblaje, Manufactura /Produccion
☐ Construccion, Tuberia, Electrico, Soldador	☐ Jardineria, Concerge, Ama de Casa
☐ Inventario, Envio/Recibo	☐ Ventas, Mercancia
☐ Asistente de dentista	☐ Hospitalidad, Hoteles, Restaurante
☐ Tecnico o programador de computadoras	☐ Mecanico, Tecnico
☐ Gerente, Profesional, Ejecutivo	☐ Maestro
☐ Tecnico de Farmaceutica	☐ Otro

Los Angeles County			
☐ Antelope Valley	☐ Burbank/Glendale/Pasadena	☐ Central LA/Downtown	☐ East LA County
☐ Hollywood Area	☐ LA Harbor	☐ LA Metro	☐ Northeast LA
☐ San Fernando Valley	☐ South LA	☐ South Bay Area	☐ Southeast LA
☐ Southwest LA	☐ West LA		
Other Areas			
☐ Imperial County	☐ Orange County	☐ Riverside County	☐ San Bernardino County
☐ San Diego County	☐ San Luis Obispo County	☐ Santa Barbara County	☐ Ventura County

Favor de escojer y circular en el otro lado de este formulario, el centro de *WorkSource* mas cercano a Ud. para recibir servicios.

Office Use Only:		
Referred to: WorkSource Center _____ Contact person _____	**30-day Follow-up (circle one)** **TP** (In Training Program) *Entrenamiento* **NS** (No Show)*No asistio* **JS** (Job Search) *Busca de Empleo*	
	Initial	Date

WorkSource CALIFORNIA
Building Business and Careers
www.worksourcecalifornia.com
888-226-6300

Rapid Response Services Survey

Name of company:_____

Is the company moving to another country? YES/NO If Yes, which country_____
Last name:_____First name:_____Date:_____
Address:_____City:_____Zip:_____
Phone #:_____ Alternate #:_____

How long have you been with the company?_____

Hourly Pay (circle one): $7.00 - 9.99 $10.00 - 12.99 $13.00 - 15.99 $16.00 - 18.99 $19.00+

Circle your highest level of education:
5 6 7 8 9 10 11 12 HS Diploma GED College: 1 2 3 4 Post Graduate

What are your job skills, training certificates, languages or licenses?
_____
_____
_____

What services would you like to receive? (check all that apply)	
☐ Job Search assistance: ☐ Application and Resume Preparation ☐ Labor Market Information ☐ Writing Cover and Thank You Letters ☐ Interviewing Skills ☐ Identifying Transferable Skills	☐ Job Search Workshop ☐ Career Counseling ☐ Other ☐ On-the-Job Training ☐ Classroom Reading, Math, English as a Second Language, Basic Computer ☐ Classroom Occupational Training

In which occupations are you interested?	
☐ Entry Level Job (any industry)	☐ Medical Assisting, Caregiver
☐ Computerized Office Skills	☐ Truck Driver, Delivery
☐ Bookkeeping/Accounting	☐ Labor, Assembly, Manufacturing
☐ Construction, Plumbing, Electrical, Welder	☐ Landscaper, Janitor, Housekeeper
☐ Inventory, Shipping/Receiving	☐ Retail Sales, Marketing
☐ Dental Assisting	☐ Hospitality/Restaurant
☐ Computer Technician, Programmer	☐ Mechanic, Technician
☐ Managerial, Professional, Administrative	☐ Teacher
☐ Pharmacy Technician	☐ Other

Los Angeles County			
☐ Antelope Valley	☐ Burbank/Glendale/Pasadena	☐ Central LA/Downtown	☐ East LA County
☐ Hollywood Area	☐ LA Harbor	☐ LA Metro	☐ Northeast LA
☐ San Fernando Valley	☐ South LA	☐ South Bay Area	☐ Southeast LA
☐ Southwest LA	☐ West LA		
Other Areas			
☐ Imperial County	☐ Orange County	☐ Riverside County	☐ San Bernardino County
☐ San Diego County	☐ San Luis Obispo County	☐ Santa Barbara County	☐ Ventura County

Please turn this sheet over and circle a *WorkSource Center* location nearest you where you would like to receive services.

Office Use Only:		
Referred to: WorkSource Center _____ Contact person _____	**30-day Follow-up (circle one)** **TP** (In Training Program) **NS** (No Show) **JS** (Job Search)	
	Initial	Date

RAPID RESPONSE ORIENTATION EVALUATION
(CUSTOMER SATISFACTION)

Site-Location: _____

Date: _____ Time: _____

Please rate each of the areas listed below by circling the appropriate score (5=highest).

		Poor	Fair	Good	Very Good	Excellent
1.	Organization of the presentation	1	2	3	4	5
2.	New Information	1	2	3	4	5
3.	Trainer(s) presentation skills/effectiveness	1	2	3	4	5
4.	Value of printed material	1	2	3	4	5
5.	Overall usefulness of the program	1	2	3	4	5

6. Suggestions for improvements: _____

_____

_____

_____

7. Other Comments: _____

_____

_____

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT
RAPID RESPONSE BUDGET SUMMARY

Legal Name of Subgrantee: _____ **Subgrant Number:** _____

Contact Name: _____ **Subgrant Period:** _____

Contact Telephone: _____

PROGRAM ACTIVITY	WIA AMOUNT BUDGETED	% ALLOCATED
Required Activities		
Allowable Activities		
TOTAL COST	-	-

MONTHLY EXPENDITURES OF PROGRAM COSTS BY ACTIVITY (NON-CUMULATIVE)

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Required Activities													-
Allowable Activities													-
TOTALS	-	-	-	-	-	-	-	-	-	-	-	-	-

ALLOCATIONS BY SUPERVISORIAL DISTRICT

Supervisorial District I	Supervisorial District II	Supervisorial District III	Supervisorial District IV	Supervisorial District V	Total
					-

RAPID RESPONSE PERFORMANCE MATRIX

AGENCY NAME: _____

I. RAPID RESPONSE **REQUIRED** ACTIVITIES	7/1/07 - 9/30/07	10/1/07 - 12/31/07	1/1/08- 3/31/08	4/1/08- 6/30/08	**TOTAL**
A. Total planning meetings conducted (assess potential for layoff aversion)					
B. Total number of Rapid Response orientations conducted					
B.1. Number of orientations for military (Employer Support for the Guard and Reserve (ESGR) **(subset of B)**					
Participant satisfaction of 95% or above (%) **(of A and B)**					
C. Number of Labor Management Committees coordinated					
D. Number of National Emergency Grants developed					
E. Number of other required activities under WIA regulations					

II. RAPID RESPONSE **ALLOWABLE** ACTIVITIES	7/1/07 - 9/30/07	10/1/07 - 12/31/07	1/1/08- 3/31/08	4/1/08- 6/30/08	**TOTAL**
A. Total business assistance (layoff aversion assistance, referrals, and follow-up) conducted					
A. 1. Layoff aversion assistance					
A. 2. Referrals to partner agencies					
A. 3. Follow-up activities					
B. Number of other allowable activities under WIA regulations					

RAPID RESPONSE PERFORMANCE MEASURES / STANDARDS AND GOALS	
Performance standards and goals are measured by: the number of WARN and non-WARN layoffs, the total number of participants served and Rapid Response Orientation Evaluations (Customer Satisfaction). CONTRACTOR must meet the following Performance Measures and Standards/Goals:	
CONTRACTOR shall respond to WARNs assigned by CSS.	100% of WARNs
CONTRACTOR shall contact the business within 24 hours of that company's WARN being transmitted to the CONTRACTOR by CSS.	100% of 24 hour contact response time
Participants shall be satisfied with services received, as measured by the Rapid Response Orientation Evaluation (Customer Satisfaction).	95 % satisfied participants
CONTRACTOR shall be prepared to provide an immediate orientation, within 24 hours at any time of day, for day shift, swing shift or night shift.	100% of 24 hour orientation response time
CONTRACTOR shall provide sufficient personnel to perform all work specified herein.	

WIA SUBGRANT AGREEMENT
SERVICE AREA DESCRIPTION

Subgrantee:

Exhibit H
Page ___ of ___
Subgrant No.: _____
Amendment No.: _____

FUNDING SOURCE: WIA Title I Adult, Dislocated ,Youth and Rapid Response Programs

---

TERM OF THESE FUNDS:

Use of these funds is limited to the period July 1, 2007 through June 30, 2008, and additionally limited by the recapture provisions applicable to this funding source. The County may at its discretion recapture funds obligated under this exhibit, if expenditure plans are not being met.

SERVICE AREA DESCRIPTION:

ATTACHMENT F

WIA YOUTH PROGRAM FY 2007-2008
Minority/Participation/Ownership of Firms/Agencies/Entities
Percent Minority/Women Participation

FIRM/AGENCY/ENTITY	Ownership	Partnership	Board Members	Staff
Asian American Drug Abuse Program (AADAP), Inc.	N/A	N/A	100%/42%	45%/53%
Archdiocesan Youth Employment Services of Catholic Charities Los Angeles	N/A	N/A	33%/50%	85%/78%
Children's Collective	N/A	N/A	100%	100%
City of Compton-Compton CareerLink	N/A	N/A	100%/33%	100%/72%
City of Pasadena-Foothill Workforce Investment Board	N/A	N/A	48%/32%	58%/75%
Communities in Schools	N/A	N/A	77%/61%	95%/73%
Community College Foundation	N/A	N/A	0%	67%/48%
Door of Hope	N/A	N/A	100%/67%	93%/30%
Goodwill Industries of Southern California	N/A	N/A	22%/20%	60%/57%
Hub Cities Consortium	N/A	N/A	20%/0%	100%/80%
H.S. Consortium of the East San Gabriel Valley dba LA Works	N/A	N/A	33%/17%	72%/72%
Jewish Vocational Services	N/A	N/A	0%/39%	16%/83%
Los Angeles County Office of Education	N/A	N/A	43%/86%	85%/85%
Maravilla Foundation	N/A	N/A	100%/13%	95%/30%
Mexican American Opportunity Foundation	N/A	N/A	75%/21%	99%/83%
Raeverly's Resource Center	N/A	N/A	75%/75%	100%/83
Southeast Area Social Services Funding Authority (SASSFA)	N/A	N/A	46%/0%	53%/74%
Southeast Area Social Services Funding Authority (SASSFA) - Paramount	N/A	N/A	46%/0%	53%/74%
Special Services for Groups (SSG)	N/A	N/A	87%/20%	91%/94%
Watts Labor Community Action Center	N/A	N/A	95%	1%
West San Gabriel Valley Consortium dba Career Partners- El Monte	N/A	N/A	33%/67%	50%/50%
West San Gabriel Valley Consortium dba Career Partners- Rosemead	N/A	N/A	33%/67%	50%/50%
William S. Hart Unified School District	N/A	N/A	20%/40%	15%/60%