

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH · CITY OF INDUSTRY, CALIFORNIA 91746
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BRYCE YOKOMIZO
Director



June 1, 2004

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

Board of Supervisors
GLORIA MOLINA
First District
YVONNE BRATHWAITE BURKE
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**RECOMMENDATION TO AWARD A CONTRACT
TO
CITY OF HAWTHORNE
FOR GAIN VOCATIONAL INTERMEDIARY AND DIRECT SERVICES
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the enclosed contract with the City of Hawthorne for the provision of GAIN Vocational Intermediary and Direct Services to CalWORKs participants, effective July 1, 2004, or the day after Board approval, whichever is later, through June 30, 2007, at an estimated maximum contract amount of \$2,766,956, funded by CalWORKs Single Allocation. There is no additional net County cost (NCC) after the required CalWORKs Maintenance of Effort (MOE) is met. Funding for this contract is included in the FY 2004-05 Proposed Budget. Funding for future years will be included in the Department's budget requests.
2. Delegate authority to the Director, Department of Public Social Services (DPSS), to prepare and sign contract amendments, for any increases or decreases of no more than 15 percent of the total contract amount when the change is necessitated by additional and necessary services that are required for the contractor to comply with changes in federal, State, or County requirements. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendments and the Director will notify the CAO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 1, 1998, Los Angeles County implemented California's Work Opportunity and Responsibility to Kids (CalWORKs) program. The County's CalWORKs program provides for an array of Welfare-to-Work activities to prepare participants for employment and job advancement. To ensure the availability of these services for participants, under the GAIN Vocational Services contract, the City of Hawthorne will:

- Update, maintain and place non-contracted providers on DPSS' computerized GEARS inventory to include Vocational Education and Training, Remedial Education, Post-Employment Services, Family Preservation, Support Services, State Department of Rehabilitation, On-the-Job Training, and Vocational English-as-a-Second Language;
- Develop a screening process to evaluate providers on the type of services offered and funding sources available, if any, prior to placing them on GEARS;
- Coordinate, maintain and distribute (quarterly) to each GAIN Regional office, provider directories to include, Family Preservation Network, Grant-Based Community Service providers, One-Stop Centers, Public Training Vendor, Remediation, State Department of Rehabilitation, Support Services, Vocational Training and Work Experience;
- Provide intermediary services to administer and subcontract for Work Experience and Grant-Based Community Service to CalWORKs participants.

The City of Hawthorne has consistently provided quality and effective services since July 2001, and has met the performance measures required in the contract. The City of Hawthorne's experience working with DPSS on the non-salaried Work Experience program has been invaluable to the Department in the ongoing development of the CalWORKs Community Service program. The City of Hawthorne has developed, installed and currently maintains the Intrastate Training Resource and Information Network (I-TRAIN), an electronic, online Regional Training Vendor Directory (RTVD) which provides information on public and private-for-profit schools and colleges offering training courses throughout the Southern California region. RTVD enhances the GAIN Services Workers' ability to locate quality educational and training services for CalWORKs participants. Furthermore, the City of Hawthorne has been willing to provide additional mandated services and collaborate with community partners to assist the Department in obtaining these effective services. Renewal of the contract will allow the Department to continue to provide these effective services to its Welfare-to-Work participants to assist them in achieving self-sufficiency.

Implementation of Strategic Plan Goals

The contract is consistent with the principles of the Countywide Strategic Plan Goal #1, Service Excellence, to provide the public with easy access to quality information and services that are both beneficial and responsive, and Goal #5: Children and Families' Well-Being, to improve the well-being of children and families in Los Angeles County.

FISCAL IMPACT/FINANCING

The maximum amount for the GAIN Vocational Services contract with the City of Hawthorne for the three-year term is \$2,766,956. In the event that Work Experience and Grant-Based Community Service subcontracts are not available through non-financial agreements, the City of Hawthorne has agreed to absorb any associated subcontracting costs within the maximum contract amount. The entire cost of the contract is fully funded by CalWORKs Single Allocation. There is no additional NCC after the required CalWORKs MOE is met. Funding for future years will be included in the Department's annual budget requests.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County has contracted for these services since 1989. The original contract was with the City of Inglewood. On March 2, 2000, your Board approved Consent to Assignment of Agreement which allowed the County to approve the transfer of obligations and the responsibilities and duties performed by the City of Inglewood to the City of Hawthorne.

The City of Hawthorne has consistently provided quality and effective services. Since July 2001, the City of Hawthorne has met the performance measures required by: 1) updating computerized GEARS inventory within five workdays of receiving the request by GAIN staff/or providers, 2) providing directories (quarterly) of providers to Welfare-to-Work regional and sub-regional offices, and 3) providing intermediary services to administer and subcontract for Work Experience and Grant-Based Community Services. There are an estimated 1,500 service providers in the directories that are used by GAIN Services Workers to refer participants to programs that assist them in becoming self-sufficient. Currently, a total of 58,879 participants are enrolled in GAIN programs that could be provided by service providers included in the directories.

The Contract provides for termination by the County, with 30-calendar day written notice prior to termination, should termination be in the County's best interest. Also, the Contract contains a provision which limits the County's obligation if funding is not appropriated by the State and by the Board of Supervisors. The award of this contract

The Honorable Board of Supervisors
June 1, 2004
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will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

Per subsection 2.121.250B.1 of the County Code, this contract is not subject to Prop A contract requirements and, thus, exempt from the Living Wage Ordinance.

The Agreement has been approved as to form by County Counsel.

CONTRACTING PROCESS

The sole source contract was procured in accordance with Title 45, Code of Federal Regulations, Part 74, and California Department of Social Services regulation 23-650.1.14, which allows for non-competitive contracting with local government agencies.

IMPACT ON CURRENT SERVICES

The award of this Contract will provide continuity in providing vocational education and training services to CalWORKs participants in Los Angeles County. The current contractor has consistently met performance standards which has resulted in quality and effective services to assist CalWORKs participants in achieving their goal of self-sufficiency.

The contract will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. The contract is in compliance with all requirements of Los Angeles County Code Section 2.180.010, Certain Contracts Prohibited.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board Letter and five original signed copies of the contract to the Director of DPSS.

Respectfully submitted,



Bryce Yokomizo, Director

BY:mc
Enclosures

c: Chief Administrative Officer
County Counsel

DEPARTMENT OF PUBLIC SOCIAL SERVICES



GAIN VOCATIONAL INTERMEDIARY AND DIRECT SERVICES

BY AND BETWEEN

**COUNTY OF LOS ANGELES
AND
CITY OF HAWTHORNE**

**PREPARED BY THE BUREAU OF ADMINISTRATIVE SERVICES
CONTRACT SERVICES DIVISION
12900 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746-3411**

July 2004

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**AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
CITY OF HAWTHORNE
FOR
GAIN VOCATIONAL INTERMEDIARY AND DIRECT SERVICES**

This Agreement is entered into this _____ day of _____ 2004 by and between City of Hawthorne, on behalf of the South Bay Workforce Investment Board, hereinafter referred to as CONTRACTOR and the COUNTY OF LOS ANGELES, hereinafter referred to as COUNTY to act as the intermediary for GAIN Vocational Services.

WHEREAS, CONTRACTOR is a local government agency and is qualified to provide the Greater Avenues for Independence (GAIN) Program Vocational Education and Training Services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, COUNTY finds it necessary to secure such professional services; and

WHEREAS, COUNTY has determined that it is feasible to obtain such services by this Agreement; and

WHEREAS, CONTRACTOR has agreed to provide COUNTY with such services and based upon non-competitive negotiation under the Title 45 Code of Federal Regulation, Part 74 (Administration of Grants) and State Department of Social Services regulations Chapter 23-650, CONTRACTOR has been selected for recommendation for award of this Agreement; and

WHEREAS, this Agreement is further authorized by California Government Code Section 26227 and Welfare and Institutions Code Section 11320 et seq.

NOW, THEREFORE, the parties hereto agree as follows:

I. APPLICABLE DOCUMENTS

1. Attachments A, B, C, D, E, F, G, H, I, J, K and L as set forth below, are attached to and form a part of this Agreement.
2. In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Agreement and Attachments or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Agreement, and then to the Attachments according to the following priority:

Attachment A Statement of Work and Technical Exhibits

Attachment B Contractor Budget

Attachment C Invitation for Bid/Request for Proposals/Grounds for Rejection

Attachment D Contractor Employee Acknowledgment and Confidentiality Agreement

- Attachment E Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification
- Attachment F Bidder's/Offeror's Nondiscrimination in Services Certification
- Attachment G Familiarity of the County Lobbyist Ordinance Certification
- Attachment H Contractor Operational/Administrative Costs Monthly Invoice
- Attachment I Quarterly Reconciliation Invoice
- Attachment J Civil Rights Resolution Agreement Requirements
- Attachment K Internal Revenue Service Earned Income Credit Notice
- Attachment L Safely Surrendered Baby Law

3. This Agreement and the Attachments attached hereto, constitute the complete and exclusive statement of understanding between the parties, which supercedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

II. TERM OF AGREEMENT

1. The term of the Agreement will commence one day after Board of Supervisors approval or July 1, 2004, whichever is later, and shall expire on June 30, 2007.
2. Subject to the provisions of Section VI, Paragraph 46, Termination for Convenience of the COUNTY, in the event of termination of this Agreement, the CONTRACTOR shall, upon receipt of notice of termination:
 - 2.1 Immediately eliminate all new costs and expenses under this Agreement. In addition, the CONTRACTOR shall immediately minimize all other costs and expenses under this Agreement. The CONTRACTOR shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.
 - 2.2 Promptly report to the COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
3. Subject to non-appropriation of funds, default of the CONTRACTOR, substandard performance of the CONTRACTOR, improper consideration given/offered to the COUNTY with respect to the award of this Agreement, breach of warranty to maintain compliance with the County's Child Support Compliance Program, changes in legal requirements regarding contracting for services, and changes that eliminate or substantially reduce the COUNTY's legal requirements for services, CONTRACTOR shall, upon receipt of notice of termination, comply with the terms stated in 2.1 and 2.2 above.
4. CONTRACTOR shall notify DPSS when this Contract is within six (6) months

from the expiration of the term as provided for hereinabove. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein:

Department of Public Social Services
Contract Services Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

Attention: Manuel Cartagena, County Contract Administrator

III. **INTERPRETATION**

The Department is responsible for providing social services and financial assistance to eligible persons in Los Angeles County. The Agreement shall be interpreted in accordance with the laws of the State of California.

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. 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:

1. **Board of Supervisors**

The Board of Supervisors of the County of Los Angeles.

2. **Budget**

The document that details CONTRACTOR's costs for providing services and is included in the Agreement. Included in the Budget are the following:

2.1 Direct Costs - Payroll Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Agreement), Supplies, Applicable Taxes and other (specified).

2.2 Indirect Costs - General Accounting/Bookkeeping, Management Overhead and other (specified).

2.3 Total Cost for the GAIN Vocational Services - The total of Direct and Indirect Costs.

3. **Contract Manager**

The individual designated by the CONTRACTOR to administer the contract operations after contract award.

4. **Contractor**

City of Hawthorne which has entered into an agreement with the COUNTY to

perform or execute the work covered by these specifications.

5. **County Contract Administrator (CCA)**

The individual designated by the COUNTY who monitors the CONTRACTOR's performance in the daily operation of the contract. The CCA provides direction to the CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

6. **Department of Public Social Services (DPSS)**

The COUNTY Department responsible for providing social and financial services to eligible persons in Los Angeles County.

7. **Director**

The Director of the Department of Public Social Services, County of Los Angeles, or his authorized representative(s).

IV. MAXIMUM CONTRACT AMOUNT

1. The total maximum amount of this Agreement is \$2,766,956. The maximum contract amount for each fiscal year shall be as follows:

1.1 Fiscal Year 2004-05 \$872,521

1.2 Fiscal Year 2005-06 \$945,166

1.3 Fiscal Year 2006-07 \$949,269

The County shall not be liable in any event for payment in excess of this maximum amount.

2. If CONTRACTOR provides any tasks, subtasks, deliverables, goods, services or other work to COUNTY, other than those specified in this Agreement, the same will be deemed a gratuitous effort on the part of CONTRACTOR and CONTRACTOR shall have no claim against the County.

V. COMPENSATION

1. In consideration of the performance foregoing in a satisfactory manner, COUNTY agrees to pay an amount not more than the monthly amount in accordance with Subparagraphs 1.1 hereunder, to CONTRACTOR to cover the costs associated with GAIN Vocational Direct and Intermediary services.

1.1 Direct and Intermediary

In accordance with Attachment B, Contractor's Budget, CONTRACTOR agrees to prepare and submit a monthly invoice for operational/administrative costs as follows:

For FY 2004-05, the monthly invoice amount is \$72,710.08;

For FY 2005-06, the monthly invoice amount is \$78,763.83;

For FY 2006-07, the monthly invoice amount is \$79,105.75;

The total maximum cost of this Contract shall not exceed \$2,766,956 as reflected in Section IV, Maximum Contract Amount, herein above.

2. CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event, CONTRACTOR shall send written notification to DPSS at the address herein:

Department of Public Social Services
Contract Services Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

Attention: Manuel Cartagena

3. Payment shall be made monthly in arrears provided that CONTRACTOR is not in default under any provision of this Contract, and has submitted a complete and accurate invoice statement of payment due. Costs are to be reconciled to the actual costs quarterly as stated in Paragraph 9 (See Attachment I for format).
4. CONTRACTOR shall prepare a monthly operational/administrative cost invoice in a format similar to Attachment H, Contractor Monthly Operational/Administrative Costs Invoice. CONTRACTOR shall attach a report of CONTRACTOR's employee time spent on each GAIN activity to the CONTRACTOR Monthly Operational/Administrative Costs Invoice.
5. This Agreement is valid and enforceable only if sufficient funds are made available by the State Budget Act of the applicable fiscal year for the purposes of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted by the Legislature, which affect the provisions, terms, or funding of this Agreement in any manner.
6. COUNTY's obligation is payable only and solely from funds appropriated for this purpose.

7. All monthly invoices shall be each in an original and one copy along with the Monthly Management Report (refer to Technical Exhibit 6.2, hereunder), due the last day of each month for the prior month services, and send to:

Los Angeles County
Department of Public Social Services
Contract Services Division
12900 Crossroads Parkway South
City of Industry, California 91746

Attention: Manuel Cartagena, County Contract Administrator

8. Upon COUNTY's review and approval of accurate invoices, the COUNTY shall authorize payment and process the approved invoice for operational/administrative costs (refer to Attachment H).
9. Quarterly Reconciliation Invoice
 - 9.1 CONTRACTOR shall submit a Quarterly Reconciliation invoice reflecting actual operational /administrative expenditures within thirty (30) calendar days after the end of each reconciliation period as follows:

On **October 31**, for the July through September period; on **January 31**, for the October through December period; on **April 30**, for the January through March period; and on **July 31**, for the April through June period.
 - 9.2 CONTRACTOR shall use the Reconciliation Invoice format, Attachment I, CONTRACTOR Quarterly Reconciliation Invoice, hereunder. The invoice shall include all operational/administrative expenditures, supported by detailed (line item) documentation in accordance with Attachment B, Contractor's Budget.
 - 9.2.1 Administrative and support services costs shall be separately identified.
 - 9.2.2 Personnel costs shall be itemized by pay classification.
 - 9.2.3 One-time only costs shall be clearly identified.
 - 9.2.4 Any prorated costs shall be clearly identified.
 - 9.3 Upon COUNTY's request, CONTRACTOR shall provide detailed documentation for all undercharges/overcharges claimed on the reconciliation invoice. If monthly payments differ from actual cost expenditures reported, COUNTY shall adjust future payment(s) to correct the under/overpayment. In no event shall COUNTY's maximum

obligation under this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

10. COUNTY may directly compensate Work Experience (WEX), Community Service (CS) and any future subcontractors for allowable net costs incurred by subcontractor in performing services funded by GAIN hereunder, pursuant to the subcontracts with Work Experience (WEX) and Community Service (CS) not to exceed the maximum amount as specified in Part IV., Maximum Contract Amount. However, to the greatest extent possible, nonfinancial subcontracts shall be pursued first.
11. CONTRACTOR/subcontractor certifies that the services being provided would not otherwise be available to participants free of charge in the absence of available GAIN funding.
12. COUNTY may delay the last payment due hereunder until six (6) months after the termination of the Contract. CONTRACTOR shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by COUNTY to CONTRACTOR.
13. As this Contract is awarded to a public agency, the Contract payment will be subject to Actual Cost Contract requirements.
14. Prior to receiving final payment hereunder, CONTRACTOR shall submit a signed, written release discharging COUNTY, its officers and employees, from all liabilities, obligations and claims arising out of CONTRACTOR's performance, under the Contract, except for any claims specifically described in detail in such release.
15. COUNTY shall have no requirement for payment other than as set forth in this Contract.

VI. FURTHER TERMS AND CONDITIONS

1. ASSIGNMENT

The CONTRACTOR shall not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of the COUNTY. Any attempted delegation and/or assignment without the COUNTY's prior written consent shall be void. Any attempt by the CONTRACTOR to assign or subcontract any performance of terms of this Agreement without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of this Agreement. In the event of such a breach, this Agreement may be terminated forthwith.

2. AUDIT SETTLEMENT

If, at any time during the term of the Agreement or within five (5) years after the expiration or termination of the Agreement, authorized representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by the COUNTY to the CONTRACTOR, then the CONTRACTOR agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the CONTRACTOR to the COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Agreement or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Agreement exceed the funds appropriated by the COUNTY for the purpose of this Agreement.

3. AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that its signatory to the Agreement is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of the Agreement have been accomplished.

4. BUDGET REDUCTIONS

In the event that the 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 the COUNTY employees and imposes similar reductions with respect to the COUNTY contracts, the determination of the amount of the CONTRACTOR's payment reduction will be at the sole discretion of the COUNTY correspondingly for the Fiscal Year and any subsequent Fiscal Year services provided by the CONTRACTOR under this Agreement. This reduction will not affect costs already incurred by the CONTRACTOR for services previously provided. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in the Agreement.

5. CHANGES AND AMENDMENTS OF TERMS

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Agreement, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

5.1 For any change which does not materially affect the scope of work or any

other term or condition included under this Agreement, a *Change Notice* shall be prepared and signed by the County Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.

5.2 For any revision which materially affects the scope of work or any term and condition included in the Agreement, a negotiated amendment to the Agreement shall be executed by the County Board of Supervisors and the CONTRACTOR *except* as provided in 5.3, herein below.

5.3 The DPSS Director may prepare and sign *amendments* to the Agreement without further action by the County Board of Supervisors under the following conditions:

5.3.1 Amendments shall be in compliance with applicable County, State and Federal regulations.

5.3.2 The amendment is for a decrease in the Agreement costs, or the amendment is for an increase of no more than 15% of the total original Agreement amount, and is necessitated by additional and necessary services that are required for CONTRACTOR to comply with changes in federal, State, or COUNTY requirements.

5.3.3 The COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services budget.

5.3.4 The Department of Public Social Services shall obtain the approval of County Counsel or his designee for an amendment to this Agreement.

5.3.5 Director will file a copy of all amendments with the Executive Office of the County Board of Supervisors and Chief Administrative Office within fifteen (15) days after execution of each amendment.

5.3.6 County Contract Administrator shall provide a copy of all amendments filed to the CONTRACTOR within fifteen (15) days after execution of each amendment.

6. CHILD ABUSE/ELDER ABUSE REPORTING/FRAUD REPORTING

6.1 The CONTRACTOR staff working on this Agreement 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.

6.2 The CONTRACTOR staff working on this Agreement shall make the

report on such abuse, and should submit all required information, in accordance with the PC Code Sections 11166 and 11167.

- 6.3 The CONTRACTOR staff working on this Agreement 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 Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.
- 6.4 The CONTRACTOR staff working on this Agreement shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

7. CIVIL RIGHTS

The CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*, *Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *WIC Section 10000*, *California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. The CONTRACTOR shall sign and adhere to the "Bidder's/Offeror's Nondiscrimination In Services Certification," Attachment F, hereunder.

In addition, a Resolution Agreement between the Department of Public Social Services (DPSS) and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall comply with the terms of the Resolution Agreement as set forth in Attachment J (herein) and as directed by DPSS.

8. COLLECTIVE BARGAINING CONTRACT

To comply with California Department of Social Services Regulations, Section 23-610 (c) (22), the CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining Contract covering employees providing services under the Agreement.

9. COMPLAINTS

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

9.1 The CCA will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

9.2 If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

9.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

The CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint. 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. Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

10. COMPLETION OF CONTRACT

The CONTRACTOR shall turn over their current operation to another vendor upon expiration or termination of the Agreement. For up to three (3) months prior to the expiration of this Agreement, the CONTRACTOR shall provide the consulting services of the Contract Manager for orientation to ensure a smooth transition from CONTRACTOR-provided services back to another vendor. The CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of the CONTRACTOR personnel during the transition period. In addition, the CONTRACTOR shall explain and return to the COUNTY, as requested all staffing reports and related documents.

If the CONTRACTOR fails to adhere to the above work and standards, the COUNTY shall have the right to withhold 50 percent to 100 percent of the last two months' payments as liquidated damages.

11. COMPLIANCE WITH JURY SERVICE PROGRAM

11.1 Jury Service Program.

This Contract is subject to the provisions of the 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.

11.2 Written Employee Jury Service Policy.

Unless Contractor has demonstrated to the 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 the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$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 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 the 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 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 the County under the Contract, the subcontractor shall also be subject to the provisions of this Section.

The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

If Contractor is not required to comply with the Jury Service Program when the 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 Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the 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.

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

12. COMPLIANCE WITH LAWS

The 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. These shall include, but are not limited to:

1. *California Welfare & Institutions Code*
2. *California Department of Social Services (CDSS) Manual of Policies and Procedures*
3. *California Department of Social Services Regulation Section*
4. *Social Security Act*
5. *State Energy and Efficiency Plan [Title 24, California Administrative Code]*
6. *Clean Air Act (Section 306, 42USC 1857 (h))*
7. *Clean Water Act (Section 508, 33USC 1368)*
8. *Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)*
9. *Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60]*

The CONTRACTOR shall maintain all licenses required to perform the Agreement. The CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

13. COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

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

14. CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Agreement in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Agreement. The CONTRACTOR shall cause each employee performing services covered by the Agreement to sign and adhere to the "Contractor Employee Acknowledgment and Confidentiality Agreement," Attachment D, hereunder.

By State law, including without limitation (*W&I Code, Section 10850 et seq. and 17006*), all of the case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County Department of Public Social Services so designated without written authorization from DPSS.

15. CONFLICT OF INTEREST/CONTRACT PROHIBITED

15.1 The CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of the Contract, or any competing Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR herein, or does or shall have any direct or indirect financial interest in the Contract.

15.2 The CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles County Code, Section 2.180,010*, "Certain Contracts Prohibited," and that

execution of the Contract will not violate those provisions. The CONTRACTOR must sign and adhere to the "Invitation for Bid/Request for Proposals/Grounds for Rejection," Attachment C, hereunder.

15.3 The CONTRACTOR represents and warrants that they did not, as an individual or firm or subsidiary of a firm, under Contract, assist the COUNTY in the development and preparation of the Request for Proposals for the Contract.

15.4 No CONTRACTOR employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

16. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should the CONTRACTOR require additional or replacement personnel after the effective date of the Agreement to perform the services set forth herein, the 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 re-employment list during the life of this Agreement.

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

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

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

18. CONTRACTOR RESPONSIBILITY AND DEBARMENT

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to

satisfactorily perform the Agreement. It is the COUNTY's policy to conduct business only with responsible Contractors.

- 18.1 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Agreement, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 18.2 The COUNTY may debar a contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, 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 the COUNTY or any other public entity.
- 18.3 If there is evidence that the CONTRACTOR may be subject to debarment, the COUNTY will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 18.4 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.
- 18.5 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 Hearing Board.

18.6 These terms shall also apply to subcontractors of the COUNTY Contractors.

19. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

The CONTRACTOR acknowledges that the COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY contractors to voluntarily post the COUNTY's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at the CONTRACTOR's place of business. The COUNTY's Child Support Services Department (CSSD) will supply the CONTRACTOR with the poster to be used.

20. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

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

21. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

The CONTRACTOR acknowledges that the 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 the COUNTY and its taxpayers.

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 in 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 CSSD 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).

22. COUNTY LOBBYISTS

The CONTRACTOR and each COUNTY Lobbyist or the COUNTY Lobbying firm as defined by *Los Angeles County Code Section 2.160.010*, retained by the CONTRACTOR, shall fully comply with *County Lobbyist Ordinance, Chapter 2.160 of the Los Angeles County code*. Failure on the part of the CONTRACTOR or any COUNTY Lobbyist or the COUNTY lobbying firm retained by the CONTRACTOR to fully comply with *County Lobbyist Ordinance* shall constitute a material breach of this Agreement upon which the COUNTY may immediately terminate or suspend this Agreement.

23. COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and performance standards. The CONTRACTOR deficiencies which the COUNTY determines are severe or continuing and that may place performance of the Agreement in jeopardy, if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement.

24. COVENANT AGAINST FEES

The CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Agreement and recover the full amount of such commission, percentage, brokerage or contingent fee.

25. DISPUTES

Any disputes between the COUNTY and the CONTRACTOR regarding the

performance of services reflected in this Agreement shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or designee, and the Director's or designee's decision shall be final.

26. DISCLOSURE OF INFORMATION

The CONTRACTOR shall not disclose any details in connection with this Agreement to any party, 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, the COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Agreement within the following conditions:

26.1 The CONTRACTOR shall develop all publicity material in a professional manner.

26.2 During the course of performance on this Agreement, the CONTRACTOR, its employees, agents and subcontractors shall not 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 CCA.

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 DPSS.

26.3 The 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 Paragraph 26 shall apply.

27. EMPLOYMENT ELIGIBILITY VERIFICATION

The CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Agreement are eligible for employment in the United States. The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

The CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against

the COUNTY or the CONTRACTOR by reason of the CONTRACTOR's failure to comply with the foregoing.

28. FISCAL ACCOUNTABILITY

The CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-Profit Organizations, OMB Circular A-102 for Grants and Cooperative Agreements with State and Local Government agencies, OMB Circular A-133 for Audits of State, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

29. FORCE MAJEURE

Except with respect to defaults of any subcontractor(s), CONTRACTOR shall not be liable for such excess costs, if its failure to perform this contract arises out of war, acts of terrorism, fires floods epidemics, quarantine restrictions, 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, but in every such case the failure to perform must be totally beyond the control and without 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 a ny fault or negligence of either of them, CONTRACTOR shall not be liable for any such excess cost 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. CONTRACTOR agrees to use all reasonable commercial efforts to obtain such goods or services from other sources and to mitigate the damages and reduce the delay of any of the above mentioned force majeure events. As used in this Paragraph 29, the term "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

30. GOVERNING LAW, JURISDICTION AND VENUE

30.1 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

- 30.2 Any reference to a specific statute, regulation or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted, and the parties' duties and obligations under this Agreement shall be consistent with, any amendment to any applicable statute, regulation or any other law which occurs after the effective date of this Agreement.
- 30.3 Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Civil Division.

31. GOVERNMENT OBSERVATIONS

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

32. INDEPENDENT CONTRACTOR STATUS

This Agreement is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association as between the COUNTY and the CONTRACTOR. The CONTRACTOR understands and agrees that all persons furnishing services to the COUNTY pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of the CONTRACTOR and not of the COUNTY.

The CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the CONTRACTOR pursuant to this Agreement.

33. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, and 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 the CONTRACTOR's acts and/or omissions arising from and/or relating to this Agreement.

34. INSURANCE

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

- A. **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to the ***Department of Public Social Services, 12900 Crossroads Parkway South, City of Industry, California 91746, Attention: Manuel Cartagena, County Contract Administrator***, prior to commencing services under this Agreement. Such certificates or other evidence shall:

Specifically identify this Agreement.

Clearly evidence all coverages required in this Agreement.

Contain the express condition that the 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.

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 Agreement.

Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the 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.

- B. **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by the COUNTY.
- C. **Failure to Maintain Coverage:** Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach

of the Agreement upon which the COUNTY may immediately terminate or suspend the Agreement. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

D. Notification of Incidents, Claims or Suits: The CONTRACTOR shall report to the COUNTY:

Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.

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

Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY Contract Administrator.

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

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

F. Insurance Coverage Requirements for Subcontractors: The CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

- (1) The CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or
- (2) The CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of sub-contractor insurance

coverage at any time.

34.1 **Insurance Coverage Requirements**

- A. **General Liability** insurance (written on ISO policy form CG0001 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

- B. **Automobile Liability** insurance (written on ISO policy form CA0001 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

- C. **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 the CONTRACTOR is responsible. If the 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 the 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

- D. **Professional Liability** insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than \$1 million per occurrence and \$2 million aggregate. Such coverage shall be maintained for not less than two years commencing upon termination or cancellation of this Agreement.

This coverage requirement shall apply to those CONTRACTORS who provide mental health and/or counseling services, or other services requiring the use of licensed or certified staff, under the terms of the Agreement.

35. LIQUATED DAMAGES

If the CONTRACTOR breaches the Performance Requirements Summary (PRS) as defined in Technical Exhibit 6.1, Attachment A, the COUNTY will have a claim for the sum specified in the PRS, to be paid by the CONTRACTOR in accordance with the Agreement as liquidated damages. This section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Agreement, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Agreement as agreed to herein.

36. NONDISCRIMINATION IN EMPLOYMENT

36.1 The CONTRACTOR shall comply with all laws and regulations as defined in Equal Employment Opportunity EEO (*U.S. Executive Order 11246* and amended by *U.S. Executive Order 11375* and Supplemented in *Department of Labor Regulations, 41 CFR, Part 60*). The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, national origin, ancestry, religion, sex, marital status, political affiliation, age, or condition of disability, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

The CONTRACTOR shall ensure that EEO and State-approved Civil Rights posters, "Equal Under The Law," are posted in all the CONTRACTOR's facilities, where they are easily accessible to the CONTRACTOR's employees.

36.2 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status or political affiliation. Such action shall include, but is not limited to the following: 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.

36.3 The CONTRACTOR shall deal with its subcontractors, bidders, or

vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status or political affiliation.

- 36.4 The CONTRACTOR shall allow the COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 35 when so requested by the COUNTY.
- 36.5 The CONTRACTOR shall not discriminate against any employee, or applicant for employment on the basis of race, national origin or ancestry, religion, sex, marital status, political affiliation, age, or condition of disability. Practices in hiring, compensation, benefits, and firing are among the employment practices subject to this requirement.
- 36.6 If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend this Agreement. While the COUNTY reserves the right to determine independently that the Equal Employment Opportunity (EEO) provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or Federal EEO laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the EEO provisions of this Agreement.
- 36.7 The parties agree that in the event the CONTRACTOR violates the EEO provisions of this Agreement, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Agreement.
- 36.8 The CONTRACTOR shall sign the form "Bidder's/Offeror's Equal Employment Opportunity (EEO) Certification," Attachment E, hereunder.

37. NOTICES

37.1 Notice of Delays

Except as otherwise expressly provided herein, 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 five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

37.2 Notice of Meetings

The CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five (5) business days prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both the CONTRACTOR and the COUNTY.

37.3 Delivery of Notices

Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box. Notices may also be sent by fax.

37.4 Notice to the CONTRACTOR

Any such notice and the envelope containing same shall be addressed to the CONTRACTOR at its place of business:

City of Hawthorne
South Bay Workforce Investment Board
11539 Hawthorne Blvd., 5th Floor
Hawthorne, CA 90250
Attention: Jan Vogel, Director

37.5 Notices to the COUNTY

Notices and envelopes containing same to the COUNTY shall be addressed to:

Department of Public Social Services
Contract Services Division
12900 Crossroads Parkway South, 2nd Floor,
City of Industry, California 91746

Attention: Sandi Mitchell, Director

37.6 Changes of Address

Either party can designate a new address by giving written notice to the other party.

37.7 Termination Notices

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The 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 (Attachment K, hereunder).

39. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The 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 Attachment L (Safely Surrendered Baby Law) of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

40. OWNERSHIP OF DATA/EQUIPMENT

The COUNTY shall be sole owner of all rights, titles and interests in any and all compilations of data, reports and deliverables which have been prepared, developed or maintained by the CONTRACTOR pursuant to this Agreement.

The COUNTY shall be sole owner of all rights, title and interests in any and all

equipment provided by the COUNTY or purchased by the CONTRACTOR with COUNTY funds, pursuant to this Agreement.

41. PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from the COUNTY and all materials, data, reports and other information of any kind developed by the CONTRACTOR under this Agreement are confidential to and are solely the property of the COUNTY.

The CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions in this paragraph, shall survive the expiration or other termination of this Agreement.

41.1 Recognizing that the COUNTY has no way to safeguard trade secrets or proprietary information, the CONTRACTOR shall, and does, hereby keep and hold the COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by the COUNTY of trade secrets and proprietary information.

The COUNTY shall not require the CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by the COUNTY to successfully complete the services under the Agreement.

41.2 The COUNTY shall not require the CONTRACTOR to provide any information that is proprietary to it; provided, however, that if the COUNTY requests the CONTRACTOR proprietary information in order to successfully complete the services under this Agreement, the CONTRACTOR shall mark such information "PROPRIETARY" and the COUNTY shall limit reproduction and distribution to the minimum extent consistent with the COUNTY's need for such information, and, when the COUNTY no longer needs such information, but in no event later than expiration or other termination of this Agreement, the COUNTY shall either (1) cause all copies of such information to be returned to the CONTRACTOR, or (2) certify to the CONTRACTOR that all copies of such information have been destroyed.

42. RECORDS

The CONTRACTOR shall maintain books, records, documents and other

evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Paragraph 43, Records Retention and Inspection, herein below.

43. RECORDS RETENTION AND INSPECTION

The CONTRACTOR agrees that the COUNTY, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this Agreement at no cost to the COUNTY. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the CONTRACTOR for a period of five (5) years after the term of this Agreement, unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. The COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

43.1 Other required documents to be retained include, but not limited to:

1. Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs and employee timesheets.
2. Confidentiality Agreements: Contractor Employee Acknowledgment and Confidentiality Agreement signed forms (Attachment D).
3. Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to the CONTRACTOR's profession.
4. Minutes of Performance Evaluation Meetings: The CCA writes the minutes of any Performance Evaluation Meetings and shall provide them to the CONTRACTOR for retention.

43.2 The COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records and business conducted by the CONTRACTOR and observe the operation of the business so that accuracy of the above

records and any of the CONTRACTOR's invoices for services provided can be confirmed.

1. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either (1) pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location or (2) pay to have such materials promptly returned to a CONTRACTOR facility located in Los Angeles County for examination by the COUNTY.
2. Failure on the part of the CONTRACTOR to comply with the provisions of this Paragraph 42 shall constitute a material breach of this Agreement upon which the COUNTY may terminate or suspend this Agreement.

44. RECYCLED BOND PAPER

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

45. SUBCONTRACTING

45.1 CONTRACTOR may subcontract, upon COUNTY approval, for Community Service and Work Experience providers.

45.2 No performance of this Agreement or any portion thereof may be subcontracted by the CONTRACTOR without the express written consent of the COUNTY. This written consent shall be provided by way of amendment executed by the DPSS Director pursuant to Section VI, Paragraph 5 (Changes and Amendments of Terms). Any attempt by the CONTRACTOR to subcontract any performance of the terms of this Agreement without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of the Agreement. In the event of such a breach, the Agreement may be terminated

forthwith. The COUNTY's determination of whether to approve the CONTRACTOR's request to subcontract shall be completely within the discretion of the COUNTY.

45.3 Subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the COUNTY. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under the Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the COUNTY shall not be construed to constitute a determination of the allowability of any cost under the Agreement. In no event shall approval of any subcontract by the COUNTY be construed as effecting any increase in the amount provided for in the Agreement. The CONTRACTOR's request for approval to enter into a subcontract shall include:

1. A description of the service to be provided by the proposed subcontractor;
2. Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
3. An indication whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veterans business enterprise;
4. A resume of the potential subcontractor's background and experience.

45.4 In the event that the COUNTY should consent to subcontracting, the CONTRACTOR shall include, in all subcontracts, the following provision:
"This Contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

45.5 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner which will meet the *California Department of Social Services Manual of Policies and Procedures (MPP), Sections 23-610 through 23-615.*

46. 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 Paragraph 21, "CONTRACTOR'S WARRANTY OF ADHERENCE TO THE COUNTY'S 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 90 calendar days of written shall be grounds upon which COUNTY may terminate this contract pursuant to Paragraph 48 "TERMINATION FOR DEFAULT OF THE CONTRACTOR" and pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.202.

47. TERMINATION FOR CONVENIENCE OF THE COUNTY

- 47.1 Performance of services under this Agreement may be terminated by the COUNTY, in whole or in part, when such action is deemed by the COUNTY to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a thirty (30) calendar day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.
- 47.2 If, during the term of this Agreement, the COUNTY funds appropriated for the purposes of this Agreement are reduced or eliminated, the COUNTY may immediately terminate this Agreement upon written notice to the CONTRACTOR.
- 47.3 After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
1. Immediately stop services under this Agreement on the date and to the extent specified in the Notice of Termination.
 2. To the extent possible, continue to perform, as required by this Agreement, until the effective date of termination.
- 47.4 After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination.

Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, the COUNTY shall pay

the CONTRACTOR the amount so determined.

- 47.5 Upon termination of this Agreement, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Agreement.
- 47.6 Upon termination of this Agreement, the CONTRACTOR shall comply with the provisions of Paragraph 43, Records Retention and Inspection, herein above.
- 47.7 Subject to the provisions of Subparagraph 47.4 above, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant to this Paragraph 47. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated. The COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Agreement, as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

48. TERMINATION FOR DEFAULT OF THE CONTRACTOR

- 48.1 The COUNTY may, subject to the provisions outlined below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this Agreement in any one of the following circumstances:
 - 1. If the CONTRACTOR fails to perform the services within the time specified or, with prior COUNTY approval, any extension thereof.
 - 2. If the CONTRACTOR fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of three (3) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from the COUNTY specifying such failure.
- 48.2 In the event the COUNTY terminates this Agreement in whole or in part as provided in this Paragraph 48, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those terminated. The CONTRACTOR shall be liable to the COUNTY for any incremental and excess costs for such similar

services; or

48.3 If, after giving Notice of Termination of this Agreement under the provisions of this Paragraph 48, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this Paragraph 48 or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Paragraph 47, Termination For Convenience of the COUNTY, herein above.

48.4 Upon termination of this Agreement, the CONTRACTOR shall adhere to the termination provisions of Paragraph 47 herein above.

49. TERMINATION FOR IMPROPER CONSIDERATION

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

49.2 The 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.

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

50. TERMINATION FOR NON-APPROPRIATION OF FUNDS

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current Fiscal Year are subject to Federal, State or COUNTY's legislative appropriation

for this purpose. In the event this Agreement extends into succeeding Fiscal Year periods and the Board of Supervisors or the State or Federal Legislature does not allocate sufficient funds for the next succeeding Fiscal Year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

51. TIMELY COMPLETION

Time is of the essence in the provision and completion of service and work as stipulated in this Agreement, as is the conveyance of reporting deliverables to the COUNTY as also stipulated in this Agreement.

52. VALIDITY

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision.

53. VERBAL DISCUSSIONS

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four (24) hours.

54. WAIVER

No waiver of a breach of any provision of this Agreement by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Agreement. Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Agreement, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

55. WARRANTY

The CONTRACTOR warrants that all services performed hereunder will comply with Attachment A, Statement of Work, herein below, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects,

deficiencies, errors or omissions shall be at no cost to the COUNTY.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by the Chair, and the seal of said Board hereto affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Agreement to be signed by its duly authorized officer(s), this _____ day of _____ 2004.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive Officer
Clerk of the Board of Supervisors
of the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMUND G. FORTNER, JR.
CHIEF DEPUTY COUNTY COUNSEL

By _____
Senior Deputy County Counsel

CITY OF HAWTHORNE

By _____
Richard Prentice, City Manager

APPROVED AS TO FORM:

APPROVED

By _____
Jack Ballas, Attorney at Law

By _____
City Attorney

ATTACHMENT A

**STATEMENT OF WORK
AND TECHNICAL EXHIBITS**

STATEMENT OF WORK
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PREAMBLE COUNTY HEALTH AND HUMAN SERVICES

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families.

These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ☞ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ☞ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ☞ There is no “wrong door”: wherever a family enters the system is the right place.
- ☞ Families receive services tailored to their unique situations and needs.
- ☞ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ☞ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ☞ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ☞ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ☞ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ☞ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ☞ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ☞ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ☞ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional

well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

STATEMENT OF WORK

1.0 GENERAL

1.1 SCOPE OF WORK

- 1.1.1 CONTRACTOR shall provide, except as specified in Attachment A, Section 3.0, COUNTY Furnished Items, hereunder, all personnel, equipment and materials, general supervision and other items or services necessary to provide direct services to update and maintain DPSS' computerized GEARS inventories of vocational education and training direct service providers
- 1.1.2 CONTRACTOR shall develop a screening process to evaluate providers on the type of services offered and funding sources available, if any, prior to placing them on GEARS. These services shall be provided but not limited to Vocational Educational Training, Vocational English-as-a-Second Language (VESL) and Remedial Education (ABE, GED, HSD and ESL).
- 1.1.3 CONTRACTOR shall provide intermediary services by administering and subcontracting with providers who will provide non-salaried work experience to CalWORKs participants to include job and work behavioral skills. The specific goal of these services is unsubsidized employment that will lead to self-sufficiency for CalWORKs participants.

1.2 KEY COUNTY PERSONNEL

1.2.1 County Contract Administrator (CCA)

COUNTY will designate one (1) person who will act as the County Contract Administrator (CCA) for the COUNTY on all policies, procedures, requirements, performance, and information pertaining to the Contract. Specifically, the CCA or alternate shall:

- 1.2.1.1 Have full authority to monitor the CONTRACTOR's performance in the daily operation of this Agreement.
- 1.2.1.2 Provide direction to the CONTRACTOR in areas relating to policy, information and procedural requirements.
- 1.2.1.3 Negotiate with the CONTRACTOR on changes in service requirements pursuant to this Agreement, Part VI, Further Terms and Conditions, Changes and Amendments of Terms, Paragraph 5.0.
- 1.2.1.4 Not be authorized to make any changes in the Standard Terms

and Conditions of the Agreement and shall not be authorized to obligate the COUNTY in any way whatsoever.

- 1.2.1.5 Inform the CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Agreement is awarded, and at anytime thereafter a change of the CCA is made.

1.3 KEY CONTRACTOR PERSONNEL

1.3.1 Contract Manager

CONTRACTOR shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Agreement. The Contract Manager and alternate shall be identified, in writing, prior to contract award and at anytime thereafter when a change of Contract Manager or alternate is made. Contract Manager and alternate must possess the requisite administrative and communications skills to effectively oversee program operations. Specifically, the Contract Manager or his/her alternate shall:

- 1.3.1.1 Have full authority to act for the CONTRACTOR on all Agreement matters relating to the daily operation of this Agreement.
- 1.3.1.2 Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except COUNTY and scheduled CONTRACTOR holidays.
- 1.3.1.3 Be able to read, write, speak, and understand English.

1.3.2 CONTRACTOR Staff

- 1.3.2.1 CONTRACTOR shall provide staff with professional background, experience and expertise to provide the services required in this Statement of Work.
- 1.3.2.2 CONTRACTOR staff shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto.

1.4 QUALITY CONTROL

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure the COUNTY a consistently high level of service throughout the term of this Agreement. The QCP, which is subject to approval or rejection by COUNTY, shall be

submitted to the CCA on the Agreement start date, with revisions submitted as changes occur. Revisions will be due within 10 business days of CCA's request. The QCP shall include, but not be limited to, the following:

- 1.4.1 Method for assuring that staff rendering services under the Agreement have the necessary qualifications;
- 1.4.2 Method and frequency of monitoring to ensure that Contract requirements are being met;
- 1.4.3 Method for monitoring and evaluating work performed, including subcontractors' performance;
- 1.4.4 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;
- 1.4.5 A record of all inspections conducted by the CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear description of the problem and the time elapsed between identification and completed corrective action, shall be provided to the COUNTY upon request;
- 1.4.6 Method for providing continuing services to the COUNTY in the event of a strike of the CONTRACTOR's or subcontractor's employees;
- 1.4.7 Method for ensuring that all CONTRACTOR reports provide acceptable data as required by this Agreement;
- 1.4.8 Monitoring methods to be used, such as:
 - 1.4.8.1 Random sampling;
 - 1.4.8.2 100% review;
 - 1.4.8.3 Participant complaints;
 - 1.4.8.4 Participant surveys;
 - 1.4.8.5 Participant interviews; and/or
 - 1.4.8.6 Information, reports or data that may be provided by COUNTY.

1.5 COUNTY'S QUALITY ASSURANCE PLAN

- 1.5.1 COUNTY or its agent will evaluate the CONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Agreement terms and performance standards. The CONTRACTOR's deficiencies, which the COUNTY determines are severe or continuing and may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by COUNTY and the CONTRACTOR. If improvement does not occur

consistent with the corrective action measures, the COUNTY may terminate this Agreement or impose other penalties as specified in this Agreement (refer to Part VI, Paragraph 35, Liquidated Damages, herein above, and Attachment I to Technical Exhibit 6.1, Performance Requirements Summary, hereunder).

1.5.2 Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (see Attachment II to Technical Exhibit 6.1, hereunder), is issued and at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

1.5.3 Action items from any Performance Evaluation meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, s/he shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items. The Contract Manager's written statement shall be attached to the CCA's action items and be a part thereof.

1.5.4 Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the CCA will be final.

1.5.5 Upon advance notice, either the COUNTY or the CONTRACTOR may make an auditory recording of the meeting.

1.5.6 Contract Discrepancy Reports

1.5.6.1 Verbal notification of a Contract discrepancy will be made to the Contract Manager or designee as soon as possible, whenever a Contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a time period mutually agreed upon by the COUNTY and the CONTRACTOR.

1.5.6.2 CCA will determine whether a formal Contract Discrepancy Report shall be issued (see Attachment II to Technical Exhibit 6.1, hereunder). Upon receipt of the document, the CONTRACTOR is required to respond, in writing, to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence.

A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted within ten (10) business days.

1.6 ATTENDANCE AT AND NOTICE OF MEETINGS

CONTRACTOR shall have appropriate levels of staff attend all meetings requested by COUNTY. COUNTY will notify CONTRACTOR of the need to attend such meetings five (5) business days in advance of each meeting. CONTRACTOR may request meetings with COUNTY as needed with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and COUNTY.

1.7 HOURS OF OPERATION

1.7.1 CONTRACTOR shall be available Monday through Friday, to respond to COUNTY inquiries between the hours of 8:00 a.m. to 5:00 p.m., Pacific Standard Time and provide services to the COUNTY during work hours pursuant to the Scope of Work hereunder.

1.7.2 CONTRACTOR is not required to provide services on COUNTY recognized holidays. The CCA will provide a list of COUNTY holidays to CONTRACTOR at the time the Agreement is approved, and at the beginning of each calendar year.

STATEMENT OF WORK

2.0 DEFINITIONS

2.1 ACCEPTABLE QUALITY LEVEL (AQL)

A measure to express the allowable leeway or variance from the Contract Standard, above which the COUNTY will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

2.2 BWS IV DIVISION

A Division within DPSS, with responsibility for the oversight of the operations and administration of GAIN regional operations.

2.3 CalWORKs

Acronym for “California Work Opportunity and Responsibility to Kids” which is the State of California’s time limited federal TANF assistance program for needy families designed to assist them to transition from welfare to self-sufficiency.

2.4 COMMUNITY BASED ORGANIZATION TRAINING VENDOR DIRECTORY (CTVD)

The third tier directory of the State approved Regional Training Vendor Directory (RTVD) administered by the City of Hawthorne for the Southern California Region. CTVD is an approved list of community-based organizations offering vocational training programs.

2.5 COMMUNITY SERVICE (CS)

Unpaid work performed by CalWORKs participants after the completion of the Welfare-to-Work plan or the 18-24 month time limit, in the public or private not-for-profit sector that meets unmet community need, and provides the participant with job skills that can lead to unsubsidized employment.

2.6 CONTRACT DISCREPANCY REPORT (CDR)

The report (refer to Attachment II, Technical Exhibit 6.1, hereunder) that is used when the performance of CONTRACTOR is unacceptable, and/or when the number of discrepancies found during Contract monitoring exceed the number of discrepancies allowed by the AQL.

2.7 DIRECT SERVICES

The vocational training services that are provided directly to GAIN participants by CONTRACTOR under this agreement.

2.8 GAIN

Acronym for “Greater Avenues for Independence,” a program established on September 26, 1985, with the passage of the State of California Assembly Bill 2580. The GAIN program establishes a comprehensive system of services to assist CalWORKs participants in obtaining unsubsidized employment.

2.9 GAIN COUNTY PLAN & ANNUAL UPDATES

A California Department of Social Services approved plan that specifies how Los Angeles County will provide education, employment, training and supportive services to GAIN participants. The plan is updated annually.

2.10 GAIN EMPLOYMENT ACTIVITY AND REPORTING SYSTEM (GEARS)

The automated data management system used to support the GAIN program in Los Angeles County by tracking participants, authorizing payments, generating reports, and maintaining inventories of available resources.

2.11 GAIN PARTICIPANT

An applicant/recipient who DPSS has determined is eligible to participate in the GAIN Program.

2.12 GAIN SERVICES WORKER

A COUNTY staff person responsible for referring individuals to appropriate GAIN activities

2.13 INTERMEDIARY SERVICES

All activities associated with the administration of vocational services including but not limited to, subcontracting and monitoring for Work Experience and Community Service.

2.14 INTERSTATE TRAINING RESOURCE AND INFORMATION NETWORK (I-TRAIN)

An electronic, online, Regional Training Vendor Directory which provides information on over 400 public and private for-profit schools and colleges.

2.15 JOB PLACEMENT

Activities that are designed to identify employment opportunities appropriate for GAIN participants and that assist participants in obtaining unsubsidized employment.

2.16 MONTHLY MANAGEMENT REPORT

The report provided monthly, by CONTRACTOR, on the Management Services required in Attachment A, Section 5.0, Specific Tasks, such as progress, program accomplishments and statistical data.

2.17 ON THE JOB TRAINING (OJT)

Subsidized employment in which a participant receives job skills training from an employer. At the end of the training, it is expected that the participant will be retained by the employer.

2.18 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

The document, furnished by COUNTY (Technical Exhibit 6.1), which identifies and summarizes the key performance indicators of this Agreement. COUNTY will be using the PRS in evaluating CONTRACTOR to assure that the Agreement performance standards are met.

2.19 POST-EMPLOYMENT SERVICES (PES)

Services offered to CalWORKs participants after they are employed, that assist participants with skill upgrades and job retention services.

2.20 PROGRESS REPORT

A GAIN form - GN 6070. This form is automatically mailed to GAIN participants quarterly or at midpoint in a post-assessment assignment. The participant is to have the service provider complete the form indicating his/her attendance and progress.

2.21 PUBLIC TRAINING VENDOR DIRECTORY (PTVD)

The second tier directory of the State approved Regional Training Vendor Directory (RTVD) administered by the City of Hawthorne for the Southern California Region. PTVD increases access to education and training services offered through the public school system. PTVD is an approved list of public training providers, which consists of Universities, State Colleges, Community Colleges, Adult Schools and Regional

Occupational Programs.

2.22 QUALITY ASSURANCE MONITORING PLAN (QAMP)

The plan developed by COUNTY, specifically for this Agreement, to monitor compliance with the Agreement. The elements of the plan are listed in the Performance Requirements Summary, Technical Exhibit 6.1.

2.23 RANDOM SAMPLE

A standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection. This is one of the methods by which DPSS may monitor CONTRACTOR performance in providing the required services.

2.24 SAMPLE SIZE

The number of units or services to be checked in a given time period.

2.25 STANDARD

A minimum requirement set by the COUNTY for CONTRACTOR to perform a service or activity.

2.26 STATEMENT OF WORK

The portion of this Agreement which describes:

2.26.1 Specific requirements for services and deliverables associated with these services; and

2.26.2 The relationship that will exist between CONTRACTOR and COUNTY.

2.27 SUPPORTIVE SERVICES

Services which address the needs of GAIN participants who are experiencing Mental Health, Substance Abuse or Domestic Violence problems.

2.28 TANF

Temporary Assistance for Needy Families (TANF) is the name of the federal welfare reform program which provides time-limited assistance to needy families and assists them in transitioning from welfare-to-work. California's welfare reform program is known as CalWORKs.

2.29 TRAINING AND WORK RELATED EXPENSES

GAIN participants are eligible to receive payment for expenses associated with participation in GAIN activities and beginning employment which include child care payments, transportation and ancillary expenses to enable participants to participate in GAIN activities or work.

2.30 UNSUBSIDIZED EMPLOYMENT

Direct employment without a subsidy.

2.31 VOCATIONAL SERVICES

Services provided to GAIN participants to include the following:

- 2.31.1 Vocational Education
- 2.31.2 Vocational Training
- 2.31.3 Work Experience (WEX)
- 2.31.4 Vocational English-As-A-Second Language (VESL)

2.32 VOCATIONAL EDUCATION

A planned sequence of instruction which prepares an individual for an occupational field in which there may be a variety of specific jobs. It may result in a degree, if the participant can complete the degree within two academic years.

2.33 VOCATIONAL TRAINING

Training in employer-specific job skills in a classroom or on-site setting. This includes, but is not limited to, training provided through local service delivery area programs, community colleges, and adult schools. Participants usually receive a certificate upon completion.

2.34 VOCATIONAL ENGLISH+AS-A-SECOND LANGUAGE (VESL)

Intensive instruction in English for non-English speaking participants, which is coordinated with specific job training. Primary languages, other than English, for CalWORKs recipients in descending order of occurrence are Spanish, Vietnamese, Cambodian, Armenian, LAO and Chinese.

2.35 WELFARE-TO-WORK

A federally mandated program to help CalWORKs participants become self-sufficient through employment.

2.36 WELFARE-TO-WORK DIVISION

A division within DPSS, with responsibility for the Welfare-to-Work/GAIN program administration. This division is responsible for the development and updating of the Los Angeles County GAIN plan and provision of technical assistance to other agencies and contractors to ensure program requirements are met.

2.37 WORK EXPERIENCE (WEX)

A non-salaried work experience assignment with a public or private non-profit agency that supplies the participant with either:

- 2.37.1 Work behavior skills and a reference for future unsubsidized employment, and
- 2.37.2 On-the-job enhancement of existing or recently acquired work skills.

STATEMENT OF WORK

3.0 COUNTY FURNISHED ITEMS

3.1 MATERIALS

3.1 COUNTY shall furnish and install all GEARS computer terminals, printer(s), and the necessary transmission lines, telecommunication network hubs and routers. The GEARS terminal(s) and printer(s) are located at a site designated by CONTRACTOR. The terminal(s) and printer(s) shall remain the property of COUNTY. Upon termination of the Agreement, COUNTY shall remove all GEARS terminals, printers, and transmission lines.

3.2 INVENTORY OF EQUIPMENT

3.2.1 An inventory of all COUNTY-furnished equipment, computer terminals, personal computers (PCs) and furniture shall be initially established by COUNTY and verified by CONTRACTOR at contract start-up. CONTRACTOR shall thereafter maintain the inventory. At contract termination, all COUNTY provided furniture and equipment shall be returned to COUNTY in good condition, as determined by COUNTY.

3.2.2 COUNTY staff shall conduct periodic inventories of COUNTY-provided equipment throughout the term of the agreement to meet COUNTY inventory control requirements. CONTRACTOR shall report to the CCA immediately after discovery, the loss or theft of COUNTY-provided equipment. For stolen equipment, CONTRACTOR shall contact the local law enforcement agency and submit a copy of the police report to the CCA.

3.3 MAINTENANCE REPAIR AND REPLACEMENT

3.3.1 COUNTY shall provide maintenance, repair and/or replacement due to normal wear and tear of GEARS computer terminals and printers.

3.3.1.1 COUNTY shall be responsible for repair and replacement costs for all GEARS equipment damage due to CONTRACTOR's abuse or carelessness, as determined by COUNTY.

3.3.2 Relocation of GEARS once installed, upon CONTRACTOR's request, shall be at CONTRACTOR's expense.

3.3.3 Relocation of GEARS once installed, upon COUNTY's request, shall be at COUNTY's expense.

3.4 MATERIALS

COUNTY shall supply to CONTRACTOR:

- 3.4.1 Any necessary GEARS instructional material and security information.
- 3.4.2 Video training tapes for child abuse and elder abuse training.
- 3.4.3 Nondiscrimination in services posters.
- 3.4.4 State Manual Chapter 20-000 on welfare fraud, DPSS Administrative Directive 2898, dated 10/4/87, and Assembly Bill 3988 on Elder Abuse and Dependent Adult Abuse dated September 14, 1986.
- 3.4.5 GAIN County Plan and updates.
- 3.4.6 All GAIN-related (GN series) forms for both CONTRACTOR and Direct Service Providers at start-up and ongoing, as needed.
- 3.4.7 An annual list of COUNTY holidays and EDD's 50 Entry-Level Careers with a Future handbook, legislative and/or regulatory revisions and GAIN Program Interpretation Handbook and revisions.
- 3.4.8 State Workers' Compensation Claim Form SCIF 3067, Employer Report of Injury and the SCIF 3301, Employee Claim Form.

3.5 SERVICES

- 3.5.1 COUNTY will provide initial program orientation and GEARS training of CONTRACTOR staff. Subsequent to initial hiring, CONTRACTOR will be responsible for providing orientation and GEARS training for CONTRACTOR staff on an ongoing basis.
- 3.5.2 COUNTY will provide cultural awareness and civil rights training to all CONTRACTOR and subcontractor staff who will provide services to CalWORKs participants.
- 3.5.3 COUNTY shall provide all security measures (devices) for GEARS equipment, to ensure that the equipment is secure.

STATEMENT OF WORK

4.0 CONTRACTOR FURNISHED ITEMS

4.1 EQUIPMENT

Except for the equipment listed in Section 3.1 of Statement of Work, CONTRACTOR shall provide all equipment necessary to provide the services required in this Agreement.

4.2 FACILITIES

CONTRACTOR shall furnish all facilities necessary to perform all services required by this Agreement.

4.3 MATERIAL

CONTRACTOR shall post in the CONTRACTOR's facility, where they are easily accessible to employees, Equal Employment Opportunity (EEO) and State-approved Nondiscrimination In Services notices. The CONTRACTOR may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012
Telephone: (213) 894-1000

4.4 PERSONNEL

CONTRACTOR shall furnish all supervisory, administrative and any other staff necessary to perform all services required by this Agreement.

4.5 SECURITY

4.5.1 CONTRACTOR shall provide all security measures for GEARS access, to ensure confidentiality is maintained.

4.5.2 If CONTRACTOR changes a GEARS terminal location, CONTRACTOR shall provide a minimum of sixty (60) days prior written notice of the planned move to COUNTY, pay for all expenses of the COUNTY moving the computer equipment to the new location, and provide a dedicated electrical circuit for COUNTY-provided computer equipment.

4.6 SUPPLIES

CONTRACTOR shall furnish all supplies except as specified in Statement of Work, Section 3.0, COUNTY Furnished Items, above, necessary to perform all services required by this Agreement.

4.7 TRAINING

4.7.1 CONTRACTOR shall furnish child abuse, elder abuse and GAIN orientation training for all CONTRACTOR staff and Direct Service Provider staff who have direct contact with GAIN participants to the extent the training has not been given. The training will be provided by CONTRACTOR, utilizing COUNTY provided written material and/or videos.

4.7.2 CONTRACTOR shall furnish employee orientation and in-service training for all CONTRACTOR staff who have direct contact with GAIN participants. Such training will cover all aspects of the contracted services. CONTRACTOR shall provide GEARS training to CONTRACTOR staff, as needed, after initial training by COUNTY.

STATEMENT OF WORK

5.0 SPECIFIC TASKS

5.1 DIRECTORIES

5.1.1 CONTRACTOR shall coordinate, maintain and develop directories by program, of all vocational education and training providers maintained on GEARS, to include but not be limited to the following:

- 5.1.1.1 Community-Based Organization Training Vendor (CTVD),
- 5.1.1.2 Community Service (CS),
- 5.1.1.3 Family Preservation Network (FPP),
- 5.1.1.4 One Stop Centers (OS),
- 5.1.1.5 Public Training Vendor (PTVD),
- 5.1.1.6 Remediation Provider (REM),
- 5.1.1.7 State Department of Rehabilitation Provider (SDR),
- 5.1.1.8 Support Service Provider (SSP),
- 5.1.1.9 Vocational Training Provider (VOC), and
- 5.1.1.10 Work Experience Provider (WEX).

5.1.2 CONTRACTOR shall include the level of English proficiency for each remediation and vocational training course listed in the directories.

5.1.3 CONTRACTOR shall install and service I-TRAIN in the GAIN/CalWORKs offices to provide on-line access.

5.1.4 CONTRACTOR shall update the directories on a monthly basis and provide DPSS with updated directories each quarter, or upon COUNTY request, of providers and subcontractors mentioned in Subsection 5.1.1 above, by program. At minimum, the directories shall include:

- 5.1.4.1 Name of provider
- 5.1.4.2 Type of program
- 5.1.4.3 Session ID and OES Code
- 5.1.4.4 Area to be served
- 5.1.4.5 Contact Person
- 5.1.4.6 Telephone Number

5.2 INTERMEDIARY SERVICES

5.2.1 CONTRACTOR shall act as Intermediary between CalWORKs and Work Experience (WEX), Community Service (CS) and any future subcontracts, for the entire COUNTY.

- 5.2.2 CONTRACTOR shall market and maintain sufficient WEX, CS and any future subcontractors to provide unsalaried work assignments to CalWORKs participants. When WEX, and CS slots are not sufficient to meet the needs of the GAIN Regions, CONTRACTOR shall:
 - 5.2.2.1 Immediately work to develop new resources;
 - 5.2.2.2 Notify COUNTY of its efforts to develop more placement slots and the time frames of the development.
- 5.2.3 CONTRACTOR shall develop a criteria, with County approval, for evaluating WEX, CS and any future subcontracts.
- 5.2.4 CONTRACTOR shall ensure WEX, CS and any future subcontractors employ enough bilingual personnel and provide materials in the languages specified by COUNTY, including, but not limited to English, Spanish, Vietnamese, Cambodian, Armenian, Laotian and Chinese.
- 5.2.5 CONTRACTOR shall develop a process for submitting CONTRACTOR's recommendation for COUNTY approval, on entering into subcontracts for WEX, CS and any future subcontractors.
- 5.2.6 CONTRACTOR shall enter into nonfinancial subcontracts with public or private non-profit vendors to provide WEX, CS and any future subcontracts in accordance with Part VI., Further Terms and Conditions, Paragraph 45.0, Subcontracting. If non-financial WEX, CS and any future subcontractors are not available, CONTRACTOR may enter into financial agreements. However, to the greatest extent possible, nonfinancial agreements will be pursued first.
- 5.2.7 CONTRACTOR shall perform the intermediary services specified in this Section 5.2, for those County Departments and subcontracted agencies designated by the Director of CalWORKs as WEX, CS and any future subcontractors work sites for CalWORKs participants.
 - 5.2.7.1 COUNTY will require employees in the designated County Departments and subcontracting agencies to perform the WEX, CS and any future subcontractor work site provider requirements specified by CONTRACTOR.
 - 5.2.7.2 In providing WEX, CS and any future subcontractor work sites, employees in the designated County Departments and subcontracting agencies will comply with all contractual requirements applicable to such departments, and all current and future CalWORKs directives.

- 5.2.7.3 Such employees will be directed to maintain the program's integrity and to avoid any conflict of interest in its administration.
- 5.2.8 CONTRACTOR shall negotiate waivers of any mandatory across-the-board fees (i.e., registration, I.D., etc.) with WEX, CS and any future subcontractors, whenever possible.
- 5.2.9 CONTRACTOR shall ensure that WEX, CS and any future subcontracts conform with federal and state laws and regulations, COUNTY ordinances, the COUNTY's CalWORKs plan and DPSS policy and procedures as identified in the GAIN Program Handbook (PH).
- 5.2.10 CONTRACTOR shall receive and process within 24 hours, all claims for Worker's Compensation injuries or illnesses which may occur in WEX and CS work sites with the State of California Insurance Fund to resolve all claims to the benefit of the COUNTY.
- 5.2.11 Upon COUNTY request, CONTRACTOR shall forward to COUNTY any information/ documentation received directly from WEX, CS and any future subcontractors concerning each program's requirements/features not found on GEARS.
- 5.2.12 CONTRACTOR shall ensure that Equal Employment Opportunity and Confidentiality is maintained by WEX, CS and any future subcontractors.

5.3 INVENTORY

- 5.3.1 CONTRACTOR shall develop a criteria with COUNTY approval as to the appropriateness of placing, updating and maintaining non-contracted providers on DPSS' computerized GEARS inventory of Vocational Education and Training Direct Service Providers. This inventory shall include, but is not limited to the following components/providers:
 - 5.3.1.1 Family Preservation,
 - 5.3.1.2 On-the-Job Training (OJT),
 - 5.3.1.3 Post-Employment Service (PES),
 - 5.3.1.4 Remedial Education,
 - 5.3.1.5 State Department of Rehabilitation,
 - 5.3.1.6 Support Service,
 - 5.3.1.7 Vocational Education and Training, and
 - 5.3.1.8 Vocational English-as-a-Second Language (VESL).
- 5.3.2 CONTRACTOR, upon receiving a request from GAIN staff and/or providers to update DPSS' computerized GEARS inventory, shall do this within five (5) workdays after CONTRACTOR determines a change is necessary.
- 5.3.3 CONTRACTOR shall evaluate the suitability of all subcontracted providers to

ensure that they meet CONTRACTOR requirements before becoming CalWORKs providers and placed on GEARS.

- 5.3.4 When Vocational Education and Training programs in any of the GAIN regions are nearing participant capacity, CONTRACTOR shall immediately develop new resources and notify COUNTY of CONTRACTOR's efforts to develop more placement slots and the time frames of the development.
- 5.3.5 CONTRACTOR shall develop an outreach process for vocational education and training programs related to GAIN priority occupations as contained in the EDD 50 Entry-Level Careers with a Future.
- 5.3.6 CONTRACTOR shall also list WEX, Community Service, Community-Based Organization Training and any and all future subcontracts entered into by other/additional entities receiving CalWORKs referrals which may be applicable.
- 5.3.7 CONTRACTOR shall call or send out letters to service providers on the GEARS inventory semi-annually, to ensure provider information is accurate.
 - 5.3.7.1 CONTRACTOR shall take action to ensure that the required information is obtained.
 - 5.3.7.2 CONTRACTOR shall notify the COUNTY when the service provider fails to respond to the CONTRACTOR.

5.4 OPERATIONAL SUPPORT

- 5.4.1 CONTRACTOR shall ensure vocational providers and subcontractors are available for consultation in the event compliance procedures are initiated by COUNTY.
- 5.4.2 CONTRACTOR shall attend all planning workgroups convened by DPSS/CalWORKs.
- 5.4.3 CONTRACTOR shall participate in the CONTRACTOR's Coordination Committee which shall meet monthly or as needed for purposes of COUNTY's coordination of all GAIN CONTRACTOR's activities.
- 5.4.4 CONTRACTOR shall respond to inquiries from members of the public or private sector seeking information on CalWORKs programs. CONTRACTOR shall also be responsive to CalWORKs case managers, regional administration and the DPSS' Welfare-to-Work Division.

5.5 PERFORMANCE MEASURES

CONTRACTOR shall perform in accordance with the following requirements:

- 5.5.1 Updates, maintains, and distributes Directories to the GAIN Regional offices timely every quarter.
- 5.5.2 Ensures Remediation and Vocational Training Directories include the level of English proficiency required for each course listed.
- 5.5.3 Maintains sufficient and appropriate vocational training service providers on GEARS.
- 5.5.4 Markets and maintains sufficient WEX providers on GEARS.
- 5.5.5 Updates GEARS within five days of receipt of telephone requests confirmed on the MMR.
- 5.5.6 Processes all Workers Compensation claims within twenty-four (24) hours of receipt for WEX, CS providers.
- 5.5.7 Reviews the accuracy of service provider information on GEARS semi-annually.

5.6 REPORTING TASKS

- 5.6.1 CONTRACTOR shall prepare and submit Monthly Management Reports (MMR), as stated on Technical Exhibit 6.2, hereunder. The MMR format shall be developed by CONTRACTOR and agreed to by COUNTY upon beginning of the Agreement. The MMR shall be submitted to the CCA with CONTRACTOR's monthly invoice the last day of each month for the prior month's services.
- 5.6.2 CONTRACTOR shall suggest any changes and/or program improvements and any adjustments needed to the inventory, directory and/or any other service provided by CONTRACTOR, on the Monthly Management Report (MMR) and shall not become effective and implemented until CONTRACTOR receives COUNTY's written approval.

5.6.3 CONTRACTOR shall provide COUNTY with a monitoring a report which includes the evaluation of the contractors' performance, identification of contract discrepancies, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. These reports shall be submitted as a component of the Monthly Management Report (MMR).

5.7 TRAINING

CONTRACTOR shall provide orientation and training to all provider/subcontractor staff such as, WEX, Community Service and any and all future subcontractor staff, who work directly with CalWORKs participants. The training is to be provided within 30 days from the date of employment for each new staff member, and on an as needed basis, thereafter.

6.0 TECHNICAL EXHIBITS

TECHNICAL EXHIBIT 6.1

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

6.1.1 INTRODUCTION

This technical exhibit lists the required services which will be monitored by the COUNTY during the term of this Agreement. It indicates the required services, the Standards for performance, maximum deviation from Standard before service will be determined to be unsatisfactory, the COUNTY's preferred method of monitoring, and unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this Performance Requirements Summary (PRS) are intended to be completely consistent with the main body of this Agreement and Statement of Work (Attachment A), and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the main body of this Agreement and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Agreement, Statement of Work and this PRS, the meaning apparent in the main body and Statement of Work will prevail. If any required service or Standard seems to be created in this PRS which is not clearly and forthrightly set forth in the main body or Statement of Work, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR, and will not be the basis of the assignment of any penalties.

Because the provision of services to public assistance participants is of vital importance to the mission of DPSS, the COUNTY expects a high Standard of CONTRACTOR's performance. COUNTY will work with the CONTRACTOR to resolve any areas of difficulty brought to the attention of the CCA by the CONTRACTOR before the allowable deviation from acceptable Standard should occur. However, it is the CONTRACTOR's responsibility to provide the services set forth in the Statement of Work, and summarized in the PRS.

6.1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary (PRS) Chart is at the end of this exhibit as Attachment I, and:

6.1.2.1 Column 1 of chart, provides the Section or Paragraph where referenced.

- 6.1.2.2 Column 2 of chart, defines the Standard of performance for each required service.
- 6.1.2.3 Column 3 of chart, shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses liquidated damages.
- 6.1.2.4 Column 4 of chart, shows the method of monitoring that will be used by CCA.
- 6.1.2.5 Column 5 of chart, indicates the monthly unsatisfactory performance indicator points to be assessed for exceeding the AQL, for each listed Contract requirement. These indicators may serve as a baseline for assessing liquidated damages.

6.1.3 QUALITY ASSURANCE

Each quarter, the CONTRACTOR's performance will be compared to this Agreement's Standards and AQL's using the Quality Assurance Monitoring Plan (QAMP).

COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance. The methods of monitoring that may be used are:

- 6.1.3.1 Random sampling [For random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (second edition) by Herbert Arkin].
- 6.1.3.2 100 percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR's performance.
- 6.1.3.3 Review of reports and files maintained by the CONTRACTOR.
- 6.1.3.4 On-site evaluations and monitoring.
- 6.1.3.5 Investigation of complaints.

6.1.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a required service is considered acceptable when the number of discrepancies found during Contract monitoring procedures do not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the CONTRACTOR shall be required to respond, within five (5) business days, to a Contract Discrepancy Report (CDR). The CDR will require the CONTRACTOR to explain, in writing, the reasons for such unacceptable performance, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. CCA will evaluate the CONTRACTOR's explanation and determine if any financial penalties will be assessed. The CDR is at the end of this exhibit as Attachment II to Technical Exhibit 6.1.

6.1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

6.1.5.1 Determination of the number of defects that renders a service unsatisfactory:

The sample is selected at random so that it will be representative of the entire population. It is compared to the Standard, and conclusions are made about CONTRACTOR's performance for the whole group. The random sampling plan includes the following information:

- a. *Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet this Contract's Standard for satisfactory performance;
- b. *Lot Size* - the total number of units or services to be provided monthly;
- c. *Sample Size* - the number of units or services to be checked for a given time period; and
- d. *Acceptance/Rejection Numbers* - the numbers which indicate whether the lot is acceptable or unacceptable.

6.1.5.2 The AQL for each sampling is taken from the PRS. The lot size is determined by how often the CONTRACTOR will provide a service during the month. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

6.1.5.3 The *Unsatisfactory Performance Indicator (UPI)* points assessed from the sample size shall be applied to the lot size. For example, a sample size of 100 selected from a lot size of 1,000, with an AQL of 10 percent, allows for 10 acceptable discrepancies. If 12 discrepancies are found, the entire lot is considered unsatisfactory. For example, if 10 points per incident are to be assessed, the following formula is used:

- $12/100$ (sample size) = 12%
- $12\% - 10\% = 2\%$ over the AQL
- $12\% \times 1,000$ (lot size) = 120 (# of unacceptable discrepancies)
- 120×10 (UPI points) = 1,200

6.1.5.4 When services are determined to be unsatisfactorily performed in the time stipulated, COUNTY may still require the service be properly performed prior to the next scheduled performance review.

6.1.6 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators, CONTRACTOR must, within a time period specified by COUNTY, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

6.1.7 UNSATISFACTORY PERFORMANCE REMEDIES

When the CONTRACTOR's performance does not conform with the requirements of this Agreement including not meeting performance measures, the COUNTY will have the option to apply the following nonperformance remedies:

6.1.7.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance including not meeting performance measures, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

6.1.7.2 Assess deductions in the amount of \$10.00 per point for each Unsatisfactory Performance Indicator (UPI) point exceeding 350 points in one calendar month.

- 6.1.7.3 Suspend or cancel the contract for systematic, deliberate misrepresentations, not meeting performance measures, and/or should the total UPI points exceed 1,000 points during the term of the contract. This section does not preclude COUNTY's right to terminate the Agreement upon thirty (30) days written notice with or without cause, as provided for in Part VI of this Contract, Paragraph 47, Termination for Convenience of County, herein above.
- 6.1.7.4 Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s), as determined by COUNTY, shall be credited to COUNTY on CONTRACTOR's future invoice.

This section does not preclude COUNTY's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Part VI, Further Terms and Conditions, Paragraph 47, Termination for Convenience of the COUNTY, herein above.

PERFORMANCE REQUIREMENTS SUMMARY CHART

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Part VI., Further Terms and Conditions, Paragraph 9.0	Resolve participant and civil rights complaints, procedural and system problems and any complaints pertaining to Displacement.	0.0%	100% Review/MMR	5 points per validated complaint
Part VI., Further Terms and Conditions, Paragraph 13.2 and 39.2.2	Employee Acknowledgment and Confidentiality Agreement signed by CONTRACTOR employees. Copy of agreement for each employee is in employees' files.	0.0%	100% Inspection	3 points per each agreement not signed and/or filed.
Statement of Work, Section 1.0, General, Subsection 1.1.2	CONTRACTOR shall also provide direct linkage with service providers by developing a screening process to ensure that providers are given the opportunity to be placed on GEARS.	0.0%	Random Sampling/ Review of GEARS	5 points per each provider not on GEARS and should be placed on GEARS
Statement of Work, Subsections 1.4.2, 1.4.3 and 5.2.3.	Monitor all subcontractors by evaluating work performed to ensure agreement compliance is being met.	0.0%	Random Sampling/MMR	5 points per each subcontractor not complying with Agreement.
Statement of Work, Section 5.1, Directories	Update monthly, maintain and submit quarterly directories of vocational education and training providers and subcontractors listed in Subsection 5.1.1 of Statement of Work.	0.0%	Random Sampling/MMR	5 points per each directory not updated monthly and /or per each directory not submitted quarterly.

PERFORMANCE REQUIREMENTS SUMMARY CHART

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Subsections 5.2.2. and	Market and maintain sufficient WEX, CS to provide unsalaried work assignments subcontracts to CalWORKs participants.	0.0%	User Complaints	10 points per each program with insufficient providers.
Statement of Work, Subsections 5.3.1 and 5.3.2.	Update and maintain GEARS inventory of all vocational education and training providers within five (5) workdays of receiving request by GAIN staff and/or providers and after CONTRACTOR determines a change is necessary.	0.0%	Random Sampling/MMR/Review of GEARS.	3 points per each day late that request was not updated on GEARS.
Statement of Work, Subsections 5.4.1 - 5.4.4	CONTRACTOR provides all required operational support.	0.0 %	MMR, Complaints.	5 points per validated complaint, nonattendance at required meeting.

PERFORMANCE REQUIREMENTS SUMMARY CHART

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work Section 5.5	CONTRACTOR shall perform in accordance with the following requirements: 1) Updates, maintains and distributes Directories to the GAIN Regional offices timely every quarter. 2) Ensures Remediation and Vocational Training Directories include the level of English proficiency required for each course listed. 3) Maintains sufficient and appropriate vocational training service providers on GEARS. 4) markets and maintains sufficient WEX providers on GEARS. 5) Updates GEARS within five days of telephone requests confirmed on the MMR 6) Processes all Workers Compensation claims within twenty-four (24) hours of receipt for WEX, CS providers. 7) Reviews the accuracy of service provider information on GEARS semi-annually.	0.0 %	Random Sampling/MMR/Review of GEARS/Complaints	10 points per each performance measure requirement not met.
Statement of Work, Subsection 5.6.1	Provide Monthly Management Report and Invoice by the last day of each month for the prior month's services	0.0%	100% Review/MMR	3 points per each day late

PERFORMANCE REQUIREMENTS SUMMARY CHART

REFERENCE	STANDARD	MAXIMUM ALLOWABLE DEGREE OF DEVIATION	METHOD OF MONITORING	MONTHLY UPI POINTS FOR EXCEEDING THE AQL
Statement of Work, Subsection 5.6.3	Report monitoring/site visits conducted by the CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action. These reports shall be submitted as a component of the Monthly Management Report (MMR).	0.0%	100% Review/MMR	5 points for each corrective action not completed and/or reported.
Statement of Work, Subsection 5.7	Training provided to providers/subcontractors as required.	0.0%	Complaints	5 points per each complaint not resolved.

CONTRACT DISCREPANCY REPORT

TO: _____
FROM: _____

DATES: Prepared: _____
Returned by Contractor: _____
Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of QAE/CCA _____ Date

CONTRACTOR'S RESPONSE (Cause and Corrective Action):

Signature of Contract Manager _____ Date

COUNTY EVALUATION OF CONTRACTOR'S RESPONSE:

Signature of QAE/CCA _____ Date

COUNTY'S ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION: _____

CCA's Signature and Date

TECHNICAL EXHIBIT 6.2

MONTHLY MANAGEMENT REPORT (MMR)

(PER STATEMENT OF WORK, SUBPARAGRAPH 5.6.1)

- 6.2.1 CONTRACTOR will develop a Monthly Management Report (MMR) format, to be agreed to by COUNTY, within ten (10) business days of Contract approval. The MMR will be submitted with CONTRACTOR's invoice, the last day of each month for the prior month's services. The MMR, at a minimum, will include but not be limited to the following information:
- 6.2.1.1 CONTRACTOR's Monthly Operational/Administrative costs invoice.
 - 6.2.1.2 CONTRACTOR's Quarterly Operational/Administrative reconciliation invoice sent during the reporting month.
 - 6.2.1.3 Any new subcontracts entered into or in the process of entering into.
 - 6.2.1.4 A monitoring report summary for each subcontractor/work site monitored by CONTRACTOR during the reporting month.
 - 6.2.1.5 On a quarterly basis, or upon COUNTY request, CONTRACTOR shall submit updated directories, to include a summary of the total number of providers added during the quarter, from the following:
 - 6.2.1.5.1 Community-Based Organization Training Vendor (CTVD),
 - 6.2.1.5.2 Community Service Provider (CS)
 - 6.2.1.5.3 Family Preservation Network (FPP)
 - 6.2.1.5.4 One Stop Centers (OS)
 - 6.2.1.5.5 Public Training Vendor (PTVD)
 - 6.2.1.5.6 Regional Training Vendor (RTVD)
 - 6.2.1.5.7 Remediation Provider (REM) and to include level of English proficiency
 - 6.2.1.5.8 State Department of Rehabilitation Provider (SDR)
 - 6.2.1.5.9 Support Service Provider (SSP)
 - 6.2.1.5.10 Vocational Training Provider (VOC) and to include level of English proficiency
 - 6.2.1.5.11 Work Experience Provider (WEX)
 - 6.2.1.6 A detailed summary of any task(s) CONTRACTOR has in progress or has completed, such as but not limited to:

- 6.2.1.6.1 Incoming phone calls by GAIN Service Workers and providers, and confirmation that the calls are updated on GEARS within five days;
 - 6.2.1.6.2 The maintenance of all directories and confirmation that they updated, maintained and distributed timely.
 - 6.2.1.6.3 The marketing and maintenance of sufficient WEX providers and any outreach being done to maintain sufficient providers;
 - 6.2.1.6.4 Any surveys CONTRACTOR has/will conduct;
 - 6.2.1.6.5 Any outstanding corrective actions as a result of CONTRACTOR's monitoring;
 - 6.2.1.6.6 Workers Compensation claims and confirmation that the claims are processed within 24 hours;
 - 6.2.1.6.7 Semi-annual review of information on GEARS to determine accuracy.
- 6.2.1.7 CONTRACTOR's suggested program improvements and/or adjustments of inventory.

ATTACHMENT B
CONTRACTOR 'S BUDGET

CONTRACT BUDGET

PROJECT NAME:	<u>City of Hawthorne - GAIN</u>		
CONTRACTOR:	<u>City of Hawthorne/SBWIB</u>	CONTACT PERSON:	<u>Sidney D. Smoot</u>
CONTRACT PERIOD:	<u>7/1/04 - 6/30/05</u>	TELEPHONE NUMBER:	<u>310.970.7700</u>

ADMINISTRATIVE COSTS:

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries	511,609.92
Fringe Benefits	147,548.29

Personnel Subtotal	\$ 659,158.21
---------------------------	----------------------

OPERATING COSTS (1)

	<u>Monthly Cost</u>	<u>Yearly Cost</u>
Supplies	871.26	10,455.12
Mileage (rate per mile x estimated mileage)	416.67	5,000.00
EDP Equipment	-	-
Equipment (other than EDP - see attached schedule)	416.58	4,999.00
Printing	-	-
Provider Training	-	-
Rent	3,687.50	44,250.00
Utilities	800.00	9,600.00
Telephones	1,350.00	16,200.00
Other (must be itemized)	2,777.24	33,326.94
Operating Costs - Subtotal	10,319.25	\$ 123,831.06

INDIRECT COSTS (List all appropriate)

(17.5% of Personnel Salaries. See Personnel Schedule)

Indirect Cost - Subtotal	7,460.98	89,531.74
---------------------------------	----------	------------------

Total Administrative Cost	\$ 872,521.00
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DIRECT SERVICES COSTS:

DIRECT SERVICES

Wage-Based Community Service	\$ -
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Grand Total Contract Cost	\$ 872,521.00
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Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/1/04 - 6/30/05

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST (2)	TOTAL ANNUAL COST	TERM OF BUDGET	TOTAL COST						
Bebe Harrold	EDA II	1	5,628.00	100	5,628.00	67,536.00	12 mo	67,536.00						
Terri Owens	EDA II	1	5,913.00	100	5,913.00	70,956.00	12 mo	70,956.00						
Terri Jackson	EDA	1	4,397.00	100	4,397.00	52,764.00	12 mo	52,764.00						
Maribel Rodriguez	EDA	1	4,397.00	100	4,397.00	52,764.00	12 mo	52,764.00						
David Nelms	EDA	1	4,231.00	100	4,231.00	50,772.00	12 mo	50,772.00						
Sub Total Salaries:					\$24,566.00	\$294,792.00		\$294,792.00						
EMPLOYEE BENEFITS BY CLASSIFICATION			Bebe Harrold	EDA II	Terri Owens	EDA II	Terri Jackson	EDA	Maribel Rodriguez	EDA	David Nelms	EDA	(4)	TOTAL
Health Plan (2)			-		-		-		-		-			-
Dental Plan			-		-		-		-		-			-
Retirement			17,505.33		18,391.80		13,676.43		13,676.43		13,160.10			76,410.09
SUI					-		-		-		-			-
Social Security			-		-		-		-		-			-
Worker's Compensation			702.37		737.94		548.75		548.75		528.03			3,065.84
Long Term Disability			-				-		-		-			-
Holidays														-
Sick Leave														-
Vacation														-
Other (Medicare/Unemployment)			1,269.68		1,333.97		991.96		991.96		954.51			5,542.08
Life Insurance			-		-		-		-		-			-
Fringe Benefits per Classification			-		-		-		-		-			-
Fringe Benefit Subtotal			19,477.38		20,463.71		15,217.14		15,217.14		14,642.64			85,018.01
Total # of Positions by Classification			1		1		1		1		1			
Total Fringe Benefits (3):			19,477.38		20,463.71		15,217.14		15,217.14		14,642.64			85,018.01

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Monthly totals rounded to nearest dollar
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne

CONTACT PERSON: Sidney Smoot

CONTRACT PERIOD: 7/1/04 - 6/30/05

TELEPHONE NUMBER: 310.970.7700

Personnel Salaries(1)	Position Classification	No. of Positions	Monthly Hrly Salary	% Time Allocation	Total Monthly Cost (2)	Total Annual Cost	Term of Budget	TOTAL COST
Tudorita Giulea	Emp Dev Auditor	1	7,794.00	5	389.70	4,676.40	12 mo	4,676.40
Imelda Segura	Typist/Clerk	1	3,383.00	100	3,383.00	40,596.00	12 mo	40,596.00
Sub Total Salaries:					\$ 3,772.70	\$ 45,272.40		\$ 45,272.40
EMPLOYEE BENEFITS BY CLASSIFICATION			Tudorita Guilea Emp Dev Auditor	TPYIST/CLERK IMELDA SEGURA			(4)	TOTAL
Health Plan (2)						-		-
Dental Plan			-	-		-		-
Retirement			1,212.12	10,522.48				11,734.60
SUI			-	-				-
Social Security			-	-				-
Worker's Compensation			48.63	422.20				470.83
Long Term Disability								-
Holidays								-
Sick Leave								-
Vacation								-
Other (Medicare/Unemployment)			87.92	763.20				851.12
Life Insurance			-	-				-
Fringe Benefits per Classification			-	-				-
Fringe Benefit Subtotal			1,348.67	11,707.88				13,056.55
Total # of Positions by Classification			1	1	1	1	1	
Total Fringe Benefits (3):			\$ 1,348.67	\$11,707.88	\$ -	\$ -	\$ -	\$ 13,056.55

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Monthly totals rounded to nearest dollar
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME:	<u>City of Hawthorne - GAIN</u>		
CONTRACTOR:	<u>City of Hawthorne/SBWIB</u>	CONTACT PERSON:	<u>Sidney D. Smoot</u>
CONTRACT PERIOD:	<u>7/1/04 - 6/30/05</u>	TELEPHONE NUMBER:	<u>310.970.7700</u>

DIRECT SERVICES (1)

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	none			\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -
15				\$ -
16				\$ -
		Total Direct Services Cost		\$ -

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

City of Hawthorne/GAIN

(Project name, Project #)

Department or Agency Job Training & Development

Fiscal Year: 2004

Contact Person Sidney D. Smoot

MOU Date: n/a

Phone No. 310.970.7700

Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
	Computers			
	Printers			
	Sub Total:			\$0
	Sales Tax: 8.00 %			\$0
GRAND TOTAL				\$0

DPSS Review / Approval <i>(circle one):</i>		
Name: _____		Title: _____
Division/Section _____		Date: _____
Justification Submitted	Yes	No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."

- No EDP equipment over \$5,000 per item.

Line Item: EQUIPMENT (other than EDP)

	Monthly	Yearly
Digital Copier (leased)	\$417	\$4,999
Tax (8%)	<u>\$0</u>	<u>\$0</u>
Total:	\$417	\$4,999

Line Item: Other

	Monthly	Yearly
* In House Technical Network Support Services	\$1,861	\$22,327
<p>Gears, desktops and the maintenance/technical support for all provider directories: PTVD, CTVD, Remediation, Support Services, Vocational Training, State Dept of Rehabilitation, Family Preservation, One-Stops, Work Experience & Community Service</p>		
Staff Travel	\$250.00	\$3,000.00
Staff Training	\$250.00	\$3,000.00
Postage	\$250.00	\$3,000.00
Equipment Maintenance	\$166.67	<u>\$2,000.00</u>
Totals:	\$2,777.24	\$33,326.94

* These services are provided by in house staff members for the period of July 1, 2004 to June 30, 2005
Please see attached sheet

TECHNICAL SUPPORT SERVICES SALARY/BENEFIT BREAKDOWN

	monthly	yrly	% time	12 mo	ret	wc	med
Steve Goetz	3,921.33	47,056	0.09	4,235.04	1,097.72	44.04	66.91
David Green	4,838.50	58,062	0.09	5,225.58	1,354.47	54.35	82.56
Oscar Robles	4,231.17	50,774	0.09	4,569.66	1,184.46	47.52	72.20
Phillip Turner	3,092.00	37,104	0.09	3,339.36	865.56	34.73	52.76
				17,369.64	4,502.21	180.64	274.44
			ben	4,957.30			
			total	22,326.94			

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/1/05 - 6/30/06

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST (2)	TOTAL ANNUAL COST	TERM OF BUDGET	TOTAL COST
Jan Vogel	Executive Director	1	14,479.00	1	144.79	1,737.48	12 mo	1,737.48
Charles Douglas	Fiscal Coord	1	8,701.00	5	435.05	5,220.60	12 mo	5,220.60
Robert Mejia	Sr. EDS	1	9,060.00	2	181.20	2,174.40	12 mo	2,174.40
Sidney Smoot	GAIN Coordinator	1	8,021.00	100	8,021.00	96,252.00	12 mo	96,252.00
Machelle Sanders	EDA II	1	6,184.00	100	6,184.00	74,208.00	12 mo	74,208.00
Sub Total Salaries:					\$ 14,966.04	\$ 179,592.48		\$ 179,592.48

EMPLOYEE BENEFITS BY CLASSIFICATION	JAN VOGEL EXECUTIVE DIR	CHARLES DOUGLAS FISCAL COORD.	ROBERT MEJIA PLAN/DEV. COORD.	SIDNEY SMOOT GAIN COORD	Machelle Sanders EDA II	(4)	TOTAL
Health Plan (3)	-	-	-	-	-		-
Dental Plan	-	-	-	-	-		-
Retirement	478.15	1,436.71	598.39	26,488.55	20,422.04		49,423.84
SUI	-	-	-	-	-		-
Social Security	-	-	-	-	-		-
Worker's Compensation	18.07	54.29	22.61	1,001.02	771.76		1,867.75
Long Term Disability	-	-	-	-	-		-
Holidays	-	-	-	-	-		-
Sick Leave	-	-	-	-	-		-
Vacation	-	-	-	-	-		-
Other (Medicare/Unemployment)	32.66	98.15	40.88	1,809.54	1,395.11		3,376.34
Life Insurance	-	-	-	-	-		-
Fringe Benefits per Classification	-	-	-	-	-		-
Fringe Benefit Subtotal	528.88	1,589.15	661.88	29,299.11	22,588.91		54,667.93
Total # of Positions by Classification	1	1	1	1	1		
Total Fringe Benefits (3):	\$528.88	\$1,589.15	\$661.88	\$29,299.11	\$22,588.91		\$54,667.93

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Monthly totals rounded to nearest dollar
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/1/05 - 6/30/06

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST (2)	TOTAL ANNUAL COST	TERM OF BUDGET	TOTAL COST
Bebe Harrold	EDA II	1	6,033.00	100	6,033.00	72,396.00	12 mo	72,396.00
Terri Owens	EDA II	1	6,184.00	100	6,184.00	74,208.00	12 mo	74,208.00
Terri Jackson	EDA	1	4,817.00	100	4,817.00	57,804.00	12 mo	57,804.00
Maribel Rodriguez	EDA	1	4,817.00	100	4,817.00	57,804.00	12 mo	57,804.00
David Nelms	EDA	1	4,641.00	100	4,641.00	55,692.00	12 mo	55,692.00
Sub Total Salaries:					\$ 26,492.00	\$ 317,904.00		\$ 317,904.00

EMPLOYEE BENEFITS BY CLASSIFICATION	Bebe Harrold EDA II	Terri Owens EDA II	Terri Jackson EDA	Maribel Rodriguez EDA	David Nelms EDA	(4)	TOTAL
Health Plan (2)	-	-	-	-	-		-
Dental Plan	-	-	-	-	-		-
Retirement	19,923.38	20,422.04	15,907.66	15,907.66	15,326.44		87,487.18
SUI	-	-	-	-	-		-
Social Security	-	-	-	-	-		-
Worker's Compensation	752.92	771.76	601.16	601.16	579.20		3,306.20
Long Term Disability	-	-	-	-	-		-
Holidays	-	-	-	-	-		-
Sick Leave	-	-	-	-	-		-
Vacation	-	-	-	-	-		-
Other (Medicare/Unemployment)	1,361.04	1,395.11	1,086.72	1,086.72	1,047.01		5,976.60
Life Insurance	-	-	-	-	-		-
Fringe Benefits per Classification	-	-	-	-	-		-
Fringe Benefit Subtotal	22,037.34	22,588.91	17,595.54	17,595.54	16,952.65		96,769.98
Total # of Positions by Classification	1	1	1	1	1		
Total Fringe Benefits (3):	22,037.34	22,588.91	17,595.54	17,595.54	16,952.65		96,769.98

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Monthly totals rounded to nearest dollar
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/1/05 - 6/30/06

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST (2)	TOTAL ANNUAL COST	TERM OF BUDGET	TOTAL COST
Tudorita Giulea	Emp Dev Auditor	1	8,021.00	5	401.05	4,812.60	12 mo	4,812.60
Imelda Segura	Typist/Clerk	1	3,652.00	100	3,652.00	43,824.00	12 mo	43,824.00
Sub Total Salaries:					\$ 4,053.05	\$ 48,636.60		\$ 48,636.60
Total Salaries:								\$546,133.08

EMPLOYEE BENEFITS BY CLASSIFICATION	Tudorita Guilea Emp Dev Auditor	TPYIST/CLERK IMELDA SEGURA				(4)	TOTAL
Health Plan (2)	-	-			-		-
Dental Plan	-	-			-		-
Retirement	1,324.43	12,060.36					13,384.79
SUI	-	-					-
Social Security	-	-					-
Worker's Compensation	50.05	455.77					505.82
Long Term Disability							-
Holidays							-
Sick Leave							-
Vacation							-
Other (Medicare/Unemployment)	90.48	823.89					914.37
Life Insurance	-	-					-
Fringe Benefits per Classification	-	-					-
Fringe Benefit Subtotal	1,464.96	13,340.02					14,804.98
Total # of Positions by Classification	1	1	1	1	1		
Total Fringe Benefits (3):	\$ 1,464.96	\$ 13,340.02	\$ -	\$ -	\$ -		\$ 14,804.98

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Monthly totals rounded to nearest dollar
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: City of Hawthorne - GAIN

CONTRACTOR: City of Hawthorne/SBWIB **CONTACT PERSON:** Sidney D. Smoot

CONTRACT PERIOD: 7/1/05 - 6/30/06 **TELEPHONE NUMBER:** 310.970.7700

DIRECT SERVICES (1)

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	none			\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -
15				\$ -
16				\$ -
Total Direct Services Cost				\$ -

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

City of Hawthorne/GAIN

(Project name, Project #)

Department or Agency Job Training & Development

Fiscal Year: 2004/20

Contact Person Sidney D. Smoot

MOU Date: n/a

Phone No. 310.970.7700

Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
	Computers	4	\$1,200	\$4,800
	Printers	4	\$1,400	\$5,600
	Sub Total:			\$10,400.00
	Sales Tax: 8.00 %			\$832.00
GRAND TOTAL				\$11,232.00

DPSS Review / Approval (circle one):

Name: _____

Title: _____

Division/Section _____

Date: _____

Justification Submitted Yes No

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."
- No EDP equipment over \$5,000 per item.

Line Item: EQUIPMENT (other than EDP)

	Monthly	Yearly
Digital Copier (leased)	\$417	\$4,999
Tax (8%)	<u>\$0</u>	<u>\$0</u>
Total:	\$417	\$4,999

Line Item: Other

	Monthly	Yearly
* In House Technical Network Support Services	\$2,040	\$24,481.21
<p>Gears, desktops and the maintenance/technical support for all provider directories: PTVD, CTVD, Remediation, Support Services, Vocational Training, State Dept of Rehabilitation, Family Preservation, One-Stops, Work Experience & Community Service</p>		
Staff Travel	\$250.00	\$3,000.00
Staff Training	\$250.00	\$3,000.00
Postage	\$250.00	\$3,000.00
Equipment Maintenance	\$166.67	<u>\$2,000.00</u>
Totals:	\$2,956.77	\$35,481.21

* These services are provided by in house staff members for the period of July 1, 2005 to June 30, 2006
Please see attached sheet

monthly	yrly	% time	12 mo	ret	we	med	un
4,297.00	51,564	0.09	4,640.76	1,277.14	48.26	73.32	13.92
5,106.00	61,272	0.09	5,514.48	1,517.58	57.35	87.13	16.54
4,641.00	55,692	0.09	5,012.28	1,379.38	52.13	79.19	15.04
3,374.00	40,488	0.09	3,643.92	1,002.81	37.90	57.57	10.93
			18,811.44	5,176.91	195.64	297.22	56.43
		ben	5,669.77				
		total	24,481.21				

CONTRACT BUDGET

PROJECT NAME:	<u>City of Hawthorne - GAIN</u>	CONTACT PERSON:	<u>Sidney D. Smoot</u>
CONTRACTOR:	<u>City of Hawthorne/SBWIB</u>	TELEPHONE NUMBER:	<u>310.970.7700</u>
CONTRACT PERIOD:	<u>7/1/06 - 6/30/07</u>		
ADMINISTRATIVE COSTS:			

DIRECT COSTS

Salaries & Benefits (See Personnel Schedule)

Total Cost

Case Management/Administrative Staff:

Salaries	555,661.08	
Fringe Benefits	169,143.20	
Personnel Subtotal	\$ 724,804.28	

OPERATING COSTS (1)

	<u>Monthly Cost</u>	<u>Yearly Cost</u>
Supplies	871.30	10,455.57
Mileage (rate per mile x estimated mileage)	416.67	5,000.00
EDP Equipment	-	-
Equipment (other than EDP - see attached schedule)	416.58	4,999.00
Printing	-	-
Provider Training	-	-
Rent	3,687.50	44,250.00
Utilities	800.00	9,600.00
Telephones	1,350.00	16,200.00
Other (must be itemized)	3,059.96	36,719.46
Operating Costs - Subtotal	10,602.00	\$ 127,224.03

INDIRECT COSTS (List all appropriate)

(17.5% of Personnel Salaries. See Personnel Schedule)

Indirect Cost - Subtotal	8,103.39	97,240.69
Total Administrative Cost		\$ 949,269.00

DIRECT SERVICES COSTS:

DIRECT SERVICES

Wage-Based Community Service

\$ -

Grand Total Contract Cost **\$ 949,269.00**

Footnotes:

- (1) All Operating costs must be reasonable and prorated by the percentage of uses in serving CalWORKs participants if costs includes other programs cost.
- (2) DPSS prior approval is required for purchases of any Information Technology (IT) equipment. Attach EDP Equipment Schedule.

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne

CONTACT PERSON: Sidney Smoot

CONTRACT PERIOD: 7/1/06 - 6/30/07

TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST (2)	TOTAL ANNUAL COST	TERM OF BUDGET	TOTAL COST
Jan Vogel	Executive Director	1	14,479.00	1	144.79	1,737.48	12 mo	1,737.48
Charles Douglas	Fiscal Coord	1	8,701.00	5	435.05	5,220.60	12 mo	5,220.60
Robert Mejia	Sr. EDS	1	9,060.00	2	181.20	2,174.40	12 mo	2,174.40
Sidney Smoot	GAIN Coordinator	1	8,021.00	100	8,021.00	96,252.00	12 mo	96,252.00
Machelle Sanders	EDA II	1	6,184.00	100	6,184.00	74,208.00	12 mo	74,208.00
Sub Total Salaries:					\$ 14,966.04	\$ 179,592.48		\$ 179,592.48

EMPLOYEE BENEFITS BY CLASSIFICATION	JAN VOGEL EXECUTIVE DIR	CHARLES DOUGLAS FISCAL COORD.	ROBERT MEJIA PLAN/DEV. COORD.	SIDNEY SMOOT GAIN COORD	Machelle Sanders EDA II	(4)	TOTAL
Health Plan (3)	-	-	-	-	-		-
Dental Plan	-	-	-	-	-		-
Retirement	478.15	1,436.71	598.39	26,488.55	20,422.04		49,423.84
SUI	-	-	-	-	-		-
Social Security	-	-	-	-	-		-
Worker's Compensation	18.07	54.29	22.61	1,001.02	771.76		1,867.75
Long Term Disability	-	-	-	-	-		-
Holidays	-	-	-	-	-		-
Sick Leave	-	-	-	-	-		-
Vacation	-	-	-	-	-		-
Other (Medicare/Unemployment)	32.66	98.15	40.88	1,809.54	1,395.11		3,376.34
Life Insurance	-	-	-	-	-		-
Fringe Benefits per Classification	-	-	-	-	-		-
Fringe Benefit Subtotal	528.88	1,589.15	661.88	29,299.11	22,588.91		54,667.93
Total # of Positions by Classification	1	1	1	1	1		
Total Fringe Benefits (3):	\$528.88	\$1,589.15	\$661.88	\$29,299.11	\$22,588.91		\$54,667.93

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Monthly totals rounded to nearest dollar
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/1/06 - 6/30/07

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST (2)	TOTAL ANNUAL COST	TERM OF BUDGET	TOTAL COST	
Bebe Harrold	EDA II	1	6,184.00	100	6,184.00	74,208.00	12 mo	74,208.00	
Terri Owens	EDA II	1	6,184.00	100	6,184.00	74,208.00	12 mo	74,208.00	
Terri Jackson	EDA	1	5,005.00	100	5,005.00	60,060.00	12 mo	60,060.00	
Maribel Rodriguez	EDA	1	5,005.00	100	5,005.00	60,060.00	12 mo	60,060.00	
David Nelms	EDA	1	4,817.00	100	4,817.00	57,804.00	12 mo	57,804.00	
Sub Total Salaries:					\$ 27,195.00	\$ 326,340.00		\$ 326,340.00	
EMPLOYEE BENEFITS BY CLASSIFICATION			Bebe Harrold EDA II	Terri Owens EDA II	Terri Jackson EDA	Maribel Rodriguez EDA	David Nelms EDA	(4)	TOTAL
Health Plan (2)		-	-	-	-	-	-		-
Dental Plan		-	-	-	-	-	-		-
Retirement		20,422.04	20,422.04	16,528.51	16,528.51	15,907.66			89,808.76
SUI		-	-	-	-	-			-
Social Security		-	-	-	-	-			-
Worker's Compensation		771.76	771.76	624.62	624.62	601.16			3,393.92
Long Term Disability		-	-	-	-	-			-
Holidays		-	-	-	-	-			-
Sick Leave		-	-	-	-	-			-
Vacation		-	-	-	-	-			-
Other (Medicare/Unemployment)		1,395.11	1,395.11	1,129.13	1,129.13	1,086.72			6,135.20
Life Insurance		-	-	-	-	-			-
Fringe Benefits per Classification		-	-	-	-	-			-
Fringe Benefit Subtotal		22,588.91	22,588.91	18,282.26	18,282.26	17,595.54			99,337.88
Total # of Positions by Classification		1	1	1	1	1			
Total Fringe Benefits (3):		22,588.91	22,588.91	18,282.26	18,282.26	17,595.54			99,337.88

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Monthly totals rounded to nearest dollar
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE

CONTRACTOR: City of Hawthorne
CONTRACT PERIOD: 7/1/06 - 6/30/07

CONTACT PERSON: Sidney Smoot
TELEPHONE NUMBER: 310.970.7700

PERSONNEL SALARIES (1)	POSITION CLASSIFICATION	NO OF POSITIONS	MONTHLY/HRLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST (2)	TOTAL ANNUAL COST	TERM OF BUDGET	TOTAL COST
Tudorita Giulea	Emp Dev Auditor	1	8,021.00	5	401.05	4,812.60	12 mo	4,812.60
Imelda Segura	Typist/Clerk	1	3,743.00	100	3,743.00	44,916.00	12 mo	44,916.00
Sub Total Salaries:					\$4,144.05	\$49,728.60		\$ 49,728.60

Total Salaries: \$555,661.00

EMPLOYEE BENEFITS BY CLASSIFICATION	Tudorita Guilea Auditor	Emp Dev	TPYIST/CLERK IMELDA SEGURA			(4)	TOTAL
Health Plan (2)	-		-		-		-
Dental Plan	-		-		-		-
Retirement	1,324.43		12,360.88				13,685.31
SUI	-		-				-
Social Security	-		-				-
Worker's Compensation	50.05		467.13				517.18
Long Term Disability							-
Holidays							-
Sick Leave							-
Vacation							-
Other (Medicare/Unemployment)	90.48		844.42				934.90
Life Insurance	-		-				-
Fringe Benefits per Classification	-		-				-
Fringe Benefit Subtotal	1,464.96		13,672.43				15,137.39
Total # of Positions by Classification	1		1	1	1	1	
Total Fringe Benefits (3):	\$ 1,464.96		\$ 13,672.43	\$ -	\$ -	\$ -	\$ 15,137.39

Footnotes:

- (1) Contractors must be in compliance with the County's Living Wage Ordinance.
- (2) Monthly totals rounded to nearest dollar
- (3) Indicate if Cafeteria Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: City of Hawthorne - GAIN

CONTRACTOR: City of Hawthorne/SBWIB **CONTACT PERSON:** Sidney D. Smoot

CONTRACT PERIOD: 7/1/06 - 6/30/07 **TELEPHONE NUMBER:** 310.970.7700

DIRECT SERVICES (1)

	LIST TYPES OF SERVICE:	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
1	none			\$ -
2				\$ -
3				\$ -
4				\$ -
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
12				\$ -
13				\$ -
14				\$ -
15				\$ -
16				\$ -
Total Direct Services Cost				\$ -

Footnote:

(1) Contractors are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

City of Hawthorne/GAIN

(Project name, Project #)

Department or Agency Job Training & Development

Fiscal Year: 200/200

Contact Person Sidney D. Smoot

MOU Date: n/a

Phone No. 310.970.7700

Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cos
	Computers			
	Printers			
	Sub Total:			\$0
	Sales Tax: 8.00 %			\$0
GRAND TOTAL				\$0

DPSS Review / Approval (circle one):			
Name:	_____	Title:	_____
Division/Section	_____	Date:	_____
Justification Submitted	Yes	No	

- OMB Circular A-87 provides that the cost of equipment must "be reasonable and necessary for proper and efficient performance and administration of the project."

- No EDP equipment over \$5,000 per item.

Line Item: EQUIPMENT (other than EDP)

	Monthly	Yearly
Digital Copier (leased)	\$417	\$4,999
Tax (8%)	<u>\$0</u>	<u>\$0</u>
Total:	\$417	\$4,999

Line Item: Other

	Monthly	Yearly
* In House Technical Network Support Services	\$2,143	\$25,719
<p>Gears, desktops and the maintenance/technical support for all provider directories: PTVD, CTVD, Remediation, Support Services, Vocational Training, State Dept of Rehabilitation, Family Preservation, One-Stops, Work Experience & Community Service</p>		
Staff Travel	\$250.00	\$3,000.00
Staff Training	\$250.00	\$3,000.00
Postage	\$250.00	\$3,000.00
Equipment Maintenance	\$166.67	<u>\$2,000.00</u>
Totals:	\$3,059.96	\$36,719.46

* These services are provided by in house staff members for the period of July 1, 2004 to June 30, 2005
Please see attached sheet

TECHNICAL SUPPORT SERVICES SALARY/BENEFIT BREAKOUT

	monthly	yrly	% time	12 mo	ret	we	med	un
Steve Goetz	4,464.00	53,568	0.09	4,821.12	1,326.77	50.14	76.17	14.46
David Green	5,521.00	66,252	0.09	5,962.68	1,640.93	62.01	94.21	17.89
Oscar Robles	4,817.00	57,804	0.09	5,202.36	1,431.69	54.10	82.20	15.61
Phillip Turner	3,497.00	41,964	0.09	3,776.76	1,039.36	39.28	59.67	11.33
				19,762.92	5,438.76	205.53	312.25	59.29
			ben	5,956.54				
			total	25,719.46				

ATTACHMENT C

**INVITATION FOR BID/REQUEST FOR
PROPOSALS/GROUNDS FOR REJECTION**

**INVITATION FOR BID/REQUEST FOR PROPOSALS/
GROUNDS FOR REJECTION**

Los Angeles County Code Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this Code, the COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (1) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (2) Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;
- (3) Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of services to be performed by the CONTRACTOR, or (2) participated in any way in developing the Contract or its service specification; and
- (4) Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

CONTRACTOR hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of Code Section 2.180.010 as outlined above.

Typed Name and Title of Signer

Signature

Date

ATTACHMENT D

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

Your employer, _____, has entered into a contract with the County of Los Angeles to provide various services to the County. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- *I understand that _____ is my sole employer for purposes of this employment.*
- *I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under the Contract.*
- *I understand and agree that I am not an employee of Los Angeles County for any purposes, and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.*
- *I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.*

_____ **(Initial and date)**

CONFIDENTIALITY AGREEMENT

As an employee of _____, you may be involved with work pertaining to County services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the County of Los Angeles. The County of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by _____ for the County.

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

Please read the following Contract and take time to consider it prior to signing:

- *I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between _____ and the County of Los Angeles.*
- *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.*
- *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

_____ **(Initial and Date)**

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY DPSS.

These are some of the programs that are administered by DPSS:

- \$ California Work Opportunity and Responsibility for Kids (CalWORKs)
- \$ Los Angeles County General Relief Program (GR)
- \$ California Medi-Cal Program (Medi-Cal)
- \$ Food Stamps Program (FS)
- \$ Social Services to Adults, Children, and Families
- \$ Supervision of Children Placed in Foster Care
- \$ Cuban/Haitian Entrant Program (CHEP)
- \$ Refugee Resettlement Program (RRP)
- \$ Special Circumstances (SC)
- \$ Repatriate Program (Repat)

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT
(Continued)**

CONFLICT OF INTEREST POLICY (Cont.)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____, I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE (WITHIN THE LAST THIRTY [30] DAYS) APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES, OR CLOSE FRIENDS PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen CONTRACTOR’s employees to ensure that reporting responsibilities are being met, and that I shall have no access to my public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

Name: _____
(Contractor Employee's Signature)

Date: _____

Name: _____
(Please Print Contractor Employee's Name)

Social Security Number: _____

Working Title: _____

Original: Contractor
Copy: Contractor Employee

ATTACHMENT E

**BIDDER'S/OFFEROR'S EQUAL EMPLOYMENT
OPPORTUNITY (EEO) CERTIFICATION**

ATTACHMENT F

**BIDDER'S/OFFEROR'S NONDISCRIMINATION IN
SERVICES CERTIFICATION**

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

Bidder's/Offeror's Name _____

Address

Internal Revenue Service Employer Identification Number _____

GENERAL

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

(circle one)

- 1. The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits. Yes No
- 2. The bidder/offeror periodically monitors the equal provision of services to ensure nondiscrimination. Yes No
- 3. Where problem areas are identified in equal provisions of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. Yes No

Name and Title of Signer

Signature Date

ATTACHMENT G

**FAMILIARITY OF THE COUNTY LOBBYIST
ORDINANCE CERTIFICATION**

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Vendor certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Vendor also certifies that all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process.

Signature _____ Date _____

ATTACHMENT H

**CONTRACTOR MONTHLY
OPERATIONAL/ADMINISTRATIVE COSTS
INVOICE**

CONTRACTOR MONTHLY OPERATIONAL/ADMINISTRATIVE COSTS INVOICE

FROM: _____ TO: _____

BUDGET CATEGORY

ESTIMATED -ADMINISTRATIVE COSTS

	<u>BUDGET</u>	<u>ACTUAL</u>
I. <u>DIRECT COSTS</u>		
Case Management/Administrative Staff		
Salaries (attach Personnel Schedule)	\$ _____	\$ _____
Fringe Benefits	\$ _____	\$ _____
Personnel Subtotal	\$ _____	\$ _____
 II. <u>OPERATING COSTS</u>		
EDP Equipment	\$ _____	\$ _____
Supplies	\$ _____	\$ _____
Mileage	\$ _____	\$ _____
Equipment (other than EDP)	\$ _____	\$ _____
Printing	\$ _____	\$ _____
Provider Training	\$ _____	\$ _____
Rent	\$ _____	\$ _____
Utilities	\$ _____	\$ _____
Telephones	\$ _____	\$ _____
Other (must be itemized - attach separate sheet)	\$ _____	\$ _____
<u>Operating Costs - Subtotal</u>	\$ _____	\$ _____
 III. <u>INDIRECT COSTS</u> (17.5% of Personnel Salaries)		
<u>Indirect Costs - Subtotal</u>	\$ _____	\$ _____
 TOTAL GAIN VOCATIONAL SERVICES	 \$ _____	 \$ _____

ATTACHMENT I

**CONTRACTOR QUARTERLY
RECONCILIATION INVOICE**

ATTACHMENT J

**CIVIL RIGHTS RESOLUTION AGREEMENT
REQUIREMENTS**

**CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS
FOR CONTRACTORS/VENDORS**

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services Region IX placing new requirements on DPSS and DPSS' contractors. As part of those requirements, DPSS will expand its role in training contractor staff that works with DPSS CalWORKs participants, on Civil Rights requirements.

Contractors shall comply with the terms of the Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants
- Maintaining records and record retention of all Civil Rights related correspondence to participants

ATTACHMENT K

**INTERNAL REVENUE SERVICE
EARNED INCOME CREDIT NOTICE 1015**



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. November 2002)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2002 investment income (such as interest and dividends) is over \$2,550.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2002 are less than \$34,178 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2003.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2002 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2002 and owes no tax but is eligible for a credit of \$791, he or she must file a 2002 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2003 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15, Employer's Tax Guide.

Notice 1015
(Rev. 11-2002)

Cat. No. 205991



ATTACHMENT K

ATTACHMENT L

SAFELY SURRENDERED BABY LAW



In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

NO shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



No shame

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(*Health and Human Services Agency*)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(*Department of Social Services*)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

Sin pena.

Sin culpa.

Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



ni

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.