



County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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ANTONIA JIMÉNEZ
 Acting Director

ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

25 May 1, 2018

Board of Supervisors
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 First District
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 Fourth District
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May 1, 2018

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

CELIA ZAVALA
 ACTING EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO ENTER INTO COMMUNITY COLLEGE CALWORKS
 PROGRAM CONTRACTS
 (ALL DISTRICTS - 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) requires the services of 11 Community College Districts (CCDs) in Los Angeles County to provide out-of-classroom coordination services to assist California Work Opportunity and Responsibility to Kids (CaWORKs) participants in completing their educational program, complying with Welfare-to-Work (WtW) requirements, and achieving self-sufficiency.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Acting Director of DPSS or designee to execute contracts with the 11 CCDs listed on Enclosure I in substantially similar form as Enclosure III for out-of-classroom coordination services effective July 1, 2018 through June 30, 2021. The annual maximum amount for the contracts is \$2.5 million resulting in a three-year maximum of \$7.5 million.
2. Delegate authority to the Acting Director of DPSS or designee to execute amendments to the contracts for (1) changes which affect the scope of work, term of the contract, contract sum, payments, or any term or condition in the contract; (2) additions and/or changes required by the County's Board of Supervisors (Board) or Chief Executive Office (CEO); (3) changes to be in compliance with applicable County, State, and federal regulations; and (4) increases or decreases of no more than ten percent of the original contract amount based on contractors' performance, County needs, and/or funding availability. The approval of County Counsel as to form will be obtained prior to executing such amendments, and the Acting DPSS Director or designee will notify the Board within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended actions will allow the CCDs to continue providing out-of-classroom coordination services to CalWORKs participants. The CCDs assist CalWORKs participants attending community college to stay actively engaged and meet WtW requirements. The CCDs provide comprehensive intake interviews, testing for basic skills, referrals to counseling offices, and case management. The CCDs collaborate with Greater Avenues for Independence Services Workers to verify participants' school enrollment and provide status reports required by DPSS. The CCDs also serve as advocates for the participants on issues related to child care, transportation, ancillary payments, supportive services, and learning disabilities.

The CCDs have consistently provided satisfactory services for the past 16 years. They continue to be viable partners in providing comprehensive support services that assist CalWORKs participants in achieving educational goals.

Implementation of Strategic Plan Goals

This recommended action is consistent with the principles of the Countywide Strategic Plan, Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability: Continually assess our efficiency and effectiveness, maximize and leverage resources, and hold ourselves accountable.

FISCAL IMPACT/FINANCING

The total estimated cost for the 11 CCD contracts for the three-year period of July 1, 2018 through June 30, 2021 is \$7.5 million, which is \$2.5 million annually. The cost is 100 percent funded through CalWORKs Single Allocation. There is no additional net County cost after the required CalWORKs Maintenance of Effort is met. Funding for these services is included in the Department's Fiscal Year 2018-19 budget. Funding for future fiscal years will be included in the Department's annual budget requests. Allocation of funds to the 11 CCDs is based on each CCD's percentage of CalWORKs participants attending community colleges.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contracts provide for termination by the County upon 30-day advance written notice, should termination be in the County's best interest and contain a provision which limits the County's obligation if funding is not appropriated by the State or by the Board.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State, and County regulations. Also, the CCDs are in compliance with all Board, CEO, and County requirements.

County Counsel has reviewed this Board letter. The sample contract has been approved as to form by County Counsel.

CONTRACTING PROCESS

The recommended contracts were procured in accordance with California Department of Social Services Operations Manual Section 23-650.1.14, which permits procurement by negotiation with public educational agencies (Enclosure II). Of the 13 CCDs which have historically performed services, two (Citrus and Santa Monica College) declined to enter into new contracts with the County. All CCDs receive funding through the State Chancellor's office to assist CalWORKs participants, which obligates Citrus and Santa Monica College to continue serving CalWORKs participants referred by the County. The funding received from DPSS under these contracts supplements the funding from the Chancellor's office and enables the CCDs to provide enhanced support to CalWORKs participants to achieve the educational goals of their WtW plan. In addition, the CCDs assist DPSS with tracking and reporting work participation rate data for CalWORKs participants attending college.

CONTRACT PERFORMANCE

The monitoring of this contract is performed on an annual basis. Overall, the CCDs are in compliance with the contract requirements.

IMPACT ON CURRENT SERVICES

The recommended action will not infringe on the role of the County in relationship to its residents, and the County's ability to respond to an emergency will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

Upon Board approval, the Acting Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to DPSS.

Respectfully submitted,



ANTONIA JIMÉNEZ
Acting Director

AJ:ls

Enclosures

c: Chief Executive Office
Executive Office, Board of Supervisors
County Counsel

COMMUNITY COLLEGES CALWORKS PROGRAM
ALLOCATION OF FUNDS PER FISCAL YEAR

Community College Districts (11)	Funding Per Fiscal Year	3-Year Maximum
Antelope	\$211,500	\$634,500
Cerritos	\$111,750	\$335,250
Compton	\$100,250	\$300,750
El Camino	\$100,750	\$302,250
Glendale	\$279,250	\$837,750
Long Beach	\$129,750	\$389,250
Los Angeles	\$1,233,500	\$3,700,500
Mt. San Antonio	\$127,000	\$381,000
Pasadena	\$70,000	\$210,000
Rio Hondo	\$74,000	\$222,000
Santa Clarita	\$62,250	\$186,750
Total	\$2,500,000	\$7,500,000

SOLE SOURCE CHECKLIST

Department Name: Public Social Services

New Sole Source Contract

Existing Sole Source Contract Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input checked="" type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input checked="" type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input type="checkbox"/>	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
<input type="checkbox"/>	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

_____ Chief Executive Office

_____ Date



**CONTRACT
BY AND BETWEEN
COUNTY OF LOS ANGELES**

AND

_____ **COMMUNITY COLLEGE DISTRICT**

FOR

OUT-OF-CLASSROOM COORDINATION SERVICES

Prepared by
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, California 91746

July 1, 2018

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**CONTRACT FOR
OUT-OF-CLASSROOM COORDINATION SERVICES**

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
----- COMMUNITY COLLEGE DISTRICT
FOR
OUT-OF-CLASSROOM COORDINATION SERVICES**

This Contract and Exhibits made and entered into this ___ day of ____, 2018 by and between the County of Los Angeles, hereinafter referred to as County and _____ Community College District, hereinafter referred to as Contractor. Contractor is located at _____.

RECITALS

WHEREAS, Contractor is a public educational institution and is qualified to provide out-of-classroom coordination services to students participating in the CalWORKs programs as set forth hereunder and possesses the skills, experience, personnel, education and competency to provide such services;

WHEREAS, Pursuant to California Department of Social Services (CDSS) Purchase of Services Regulations, Section 23-650.1.14, contracts may be negotiated without formal advertisement for any service rendered by any public education institution; and

WHEREAS, County wishes to ensure the continuation of the Community College CalWORKs program and engage the services of a public educational institution with special expertise and experience to administer the program.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q and R are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Contractor's Budget

- 1.3 EXHIBIT C - County's Administration
- 1.4 EXHIBIT D - Contractor's Administration
- 1.5 EXHIBIT E - Contractor's Sample Invoice Format
- 1.6 EXHIBIT F - Contractor's Sample Quarterly Reconciliation Invoice Format
- 1.7 EXHIBIT G - Contractor/Employee/Non-Employee Acknowledgement & Confidentiality Agreement
- 1.8 EXHIBIT H - Contractor's EEO Certification
- 1.9 EXHIBIT I - Contractor's Non-Discrimination In-Service Statement
- 1.10 EXHIBIT J - IRS Notice 1050
- 1.11 EXHIBIT K - County of Los Angeles Contractor Employee Jury Service Ordinance
- 1.12 EXHIBIT L - Charitable Contributions Certification
- 1.13 EXHIBIT M - Safely Surrendered Baby Law
- 1.14 EXHIBIT N - Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 1.15 EXHIBIT O - Zero Tolerance Policy on Human Trafficking Certification
- 1.17 EXHIBIT P - Certification of No Conflict of Interest
- 1.18 EXHIBIT Q - Certification of Compliance with Data Security
- 1.19 EXHIBIT R - Certification Regarding Debarment, Suspension, Ineligibility Voluntary Exclusion – Lower Tiered Covered Transaction (45 C.F.R. Part 76)

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subsection 8.1 – Changes and Amendments of Term, and signed by both parties.

2.0 DEFINITIONS

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.

2.1 Academic Probation

Los Angeles County CalWORKs Participants whose cumulative Grade Point Average (GPA) is below a 2.0.

2.2 Acceptable Quality Level (AQL)

A minimum performance percent that can be accepted and still meets the Contract standard for satisfactory performance.

2.3 Activity

A WtW activity, e.g., Vocational Education and Training (VOC) and Self-Initiated Program (SIP).

2.4 Adult Basic Education

A Welfare-to-Work (WtW) activity which gives instruction in reading, writing, arithmetic, high school proficiency or a general education development certificate instruction, and English as a Second Language.

2.5 Budget

The document that details the Contractor's costs for providing services and is included in the Contract as Exhibit B.

2.6 Business Days

Business days are Monday through Friday, excluding County holidays and Contractor established and scheduled holidays and breaks.

2.7 California Work Opportunities and Responsibility to Kids (CalWORKs)

A California welfare program that was implemented on January 1, 1998. The CalWORKs program provides temporary financial assistance and employment-focused services to families with minor children who have income and property below State maximum limits for their family size. This program consists of two general services, public assistance, and Welfare-to-Work.

2.8 California Automated Consortium Eligibility System (CalACES)

CalACES is a statewide automated system that will replace LRS and serve as the County's Welfare-to-Work case management and benefits eligibility system.

2.9 CalWORKs and GAIN Program Division

A division within DPSS assigned the responsibility for administration of the GAIN Program. The Division may also provide technical assistance to Contractor, when necessary, to ensure that GAIN/CalWORKs program requirements are met.

2.10 CalWORKs Participant

An individual who the County has determined is eligible to participate in the GAIN Program or Refugee Employment Acculturation Services.

2.11 Career Assessment

If the full-time employed Participant opts for post-employment services, he/she is referred for a Career Assessment before being assigned to any post-employment service activity. The CalWORKs Participant's career plan is developed by the vocational assessor and the Participant using assessment test results and career development information.

2.12 Case Management Services

The coordination of services and activities in a linguistic and culturally appropriate manner, including but not limited to: assessing the CalWORKs Participant's employability and need for specialized supportive services; tracking and evaluating the CalWORKs Participant's progress in work activities and referring the CalWORKs Participant to community resources for work activities; counseling/resolving problems; assisting in accessing community resources; documenting in the physical and/or electronic case file and completing other required documents.

2.13 Community College CalWORKs Program

The program that offers out-of-classroom coordination services to assist CalWORKs Participants in completing their educational program (the course of study the CalWORKs Participant is enrolled in), complying with State work participation requirements and acquiring employment.

2.14 Contract Discrepancy Report

The report that is used when the performance of Contractor is unacceptable.

2.15 Day(s)

Calendar day(s) unless otherwise specified.

2.16 Development Activities

Those activities necessary for Contractor to assess, develop and implement coordination services.

2.17 Disclose, Disclosed or Disclosure

With respect to Health Information, means the release, transfer, provision of access to or divulging of in any other manner of Health Information

outside Contractor's internal operations or to other than its employees. "Disclose," "Disclosed," or "Disclosure" means, with respect to Education Records or Personally Identifiable Information, to permit access to or the release, transfer or other communication of Personally Identifiable Information contained in the CalWORKs Participant's education records to any party, by any means, including oral, written or electronic means.

2.18 Exited Participants

A Participant who is no longer enrolled in the Contractor's CalWORKs Program and has transferred or completed his/her program and has received a degree or certificate based on their WtW plan or a Participant who has not completed their program and is no longer enrolled in the Contractor's CalWORKs Program.

2.19 Extension(s)

An official request to grant an extension of the Participant's program expected end date.

2.20 Federal-Countable Activities

Welfare-to-Work Activities for Unsubsidized/Subsidized Employment, Work Experience, Work Study, On-the-Job-Training, Community Service, Job Search and Job Readiness Assistance/Services (six weeks per 12-month period), Vocational Training (12 months only), Self-Initiated Program (12 months only), and/or Cal-Learn.

2.21 Fiscal Year

The 12-month period beginning July 1st and ending the following June 30th.

2.22 Full-Time

For WtW activities purposes, all non-exempt adults with a child under the age of six enrolled in at least 20 hours per week of WtW activities that will aid recipients in obtaining employment.

All non-exempted adults with no children under the age of six, enrolled in at least 30 hours per week of WtW activities that will aid recipients in obtaining employment.

All non-exempted adults in a two-parent household enrolled in 35 hours per week that will aid recipients in obtaining employment.

2.23 Full-Time Job (For Employment)

One-parent household with a child under the age of six, working at least 20 hours per week in a job expected to last at least 30 days for a salary which would at least equate to the federal minimum wage or the State minimum wage, whichever is higher.

One-parent household with no children under the age of six, working at least 30 days for a salary which would at least equate to the federal minimum wage or to the State minimum wage, whichever is higher.

Adults in a two-parent household, working at least 35 hours per week in a job expected to last at least 30 days for a salary which would at least equate to the federal minimum wage or to the State minimum wage, whichever is higher.

2.24 GAIN Services Worker (GSW)

DPSS or contracted employee who works with Participants enrolled in the GAIN program.

2.25 Greater Avenues for Independence (GAIN)

GAIN is the acronym for “Greater Avenues for Independence” program. County developed the GAIN program as a result of WtW legislation. The GAIN program, County’s WtW program, establishes a comprehensive system of services to assist CalWORKs WtW recipients by providing effective training and employment services to help them transition from dependency on public assistance programs to economic self-sufficiency.

2.26 Intake/Orientation

Contractor meets with Participant to gather information about the Participant that will help enroll the Participant in the services needed and help develop an educational plan to complete the Participant WtW goal.

2.27 LEADER Replacement System (LRS)

LRS is the County’s Welfare-to-Work case management and benefits eligibility system.

2.28 Non-Core Activities

The following components constitute non-core activities as defined by the State: 1) Adult Basic Education, 2) General Education Development (GED), 3) English as a Second Language (ESL), 4) Job Skills Training Directly

Related to Employment, 5) Education Directly Related to employment, 6) Mental Health, 7) Substance Abuse, 8) Domestic Violence Services, 9) Vocational Education and Training beyond the limitation of twelve (12) months, and 10) Life Skill classes, and 11) other activities necessary to assist the Participant in obtaining unsubsidized employment.

2.29 Post-Assessment Activities

Vocational Educational and Training (VOC), Job Skills Training (JST), and Remedial Education (REM) and Short Term Vocational (STV) activities.

2.30 Post-Time Limit

Post-Time Limit (PTL) services, if available, give Participants who have timed-off their CalWORKs 48-Month Time Clock the opportunity to continue to engage in GAIN activities and receive the supportive services necessary to obtain self-sufficiency. Currently, timed-off Participants are limited to 12 months of PTL services from the date the Participant was deleted from the Assistance Unit (AU). Timed-off Participants who volunteer for GAIN services are subject to the same requirements as other exempt Participants. Unless the timed-off Participant is employed or eligible for a waiver, he/she must participate in a Community Services activity, referred to as Job Intern (JI), for a minimum of 32 hours per month, in addition to approved PTL activities.

2.31 Qualified Bilingual Employee

An employee who, in addition to possessing the necessary qualifications for the particular classification, is certified through a process approved or administered by Contractor, and approved by County, to be proficient in oral and/or written communication in the non-English language of the persons to be served. This definition also applies to an employee who is certified in the use of sign language.

2.32 Recommended Study Time

Study time that is recommended by the Contractor's site to its entire student body regardless of being a CalWORKs Participant.

2.33 Refugee Employment and Acculturation Services (REAS)

REAS provides outreach, case management, employment, training and placement services to refugees residing in the United States less than five (5) years (excluding any federal waivers) and asylees, to adjust and adapt to the American workplace, learn English, find employment, and ultimately achieve self-sufficiency to end their dependence on welfare. In addition,

REAS program provides acculturation services to help participants within the initial adjustment period after arriving in the United States, and supportive services to help them overcome barriers to attain gainful employment.

2.34 Self-Initiated Programs (SIP)

SIP is an education or training program in which a CalWORKs Participant is enrolled prior to the date of their GAIN appraisal appointment. The verification form used for SIPs is the GN 6005A – Verification of Welfare-to-Work Participation Hours.

2.35 Supervised Study Time

Study time that is supervised and documented by the Contractor's site.

2.36 Welfare-to-Work (WtW) Activities

A list of allowable WtW activities to which the CalWORKs Participant may be assigned as specified under the CalWORKs WtW Program rules and regulations.

2.37 Welfare-to-Work Plan: Activity Assignment

A binding agreement between a CalWORKs Participant and DPSS prepared by the GAIN or REAS Case Manager and executed when the Participant begins a new WtW activity, a concurrent activity with an existing activity, or a change is made to an existing activity.

2.38 Work Participation Rate Requirements

The number of hours per week a CalWORKs Participant is required to engage in WtW activities. Also, the percentage of Participants meeting the participation rates as required by federal regulations for states and counties.

2.39 Work Study

Work Study provides CalWORKs Participants with paid work while pursuing an educational program (the course of study the CalWORKs Participant is enrolled in). To be eligible for work study, CalWORKs Participants must be enrolled in a post-secondary program that participates in a work study program. Work study assignments are available on or off campus and may be with a private business, non-profit agency, or public agency.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete, and deliver on time, all tasks, deliverables, services, and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract shall be three years commencing on July 1, 2018 and shall expire on June 30, 2021, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The Contractor shall notify DPSS when this Contract is within six months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Exhibit C - County's Administration.

5.0 CONTRACT SUM

5.1 TOTAL CONTRACT SUM

The maximum total cost for this Contract is _____ for the three-year period of July 1, 2018 through June 30, 2021. The Contract Sum for each fiscal year is as follows:

Fiscal Year 2018-2019	\$ _____
Fiscal Year 2019-2020	\$ _____
Fiscal Year 2020-2021	\$ _____

The County shall not be liable in any event for payment in excess of this Total Contract Sum.

5.2 WRITTEN APPROVAL FOR REIMBURSEMENT

The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 NOTIFICATION OF 75 PERCENT OF TOTAL CONTRACT SUM

The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred 75 percent of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Section 5.5.6.

5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 INVOICES AND PAYMENTS

5.5.1 For the period July 1, 2018 through June 30, 2021, the County shall pay the Contractor for the services provided under this Contract for actual costs incurred by Contractor in accordance with Exhibit B, Contractor's Budget. The Contractor's compensation shall be subject to the limits set forth in the provisions of Section 5.0, Contract Sum. Contractor shall not exceed each fiscal year's Maximum Contract Sum and shall not roll over unspent funds to the next fiscal year.

5.5.2 The Contractor shall invoice the County on a monthly basis for the first two months of services and not bill on the third month when a quarterly reconciliation invoice shall be completed for the quarter, with the exception of the month of June (see Section 5.6 June Invoices). Contractor shall invoice only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A, Statement of Work and elsewhere hereunder and as provided in Exhibit B, Contractor's Budget.

5.5.3 The Contractor will be compensated based on the actual cost for all aspects of this Contract. For the first and second month of each quarter, Contractor shall be paid a flat amount equal to 1/12 of the annual budget included in Exhibit B. The County will reconcile

monthly payments to the Contractor's quarterly reconciliation invoice representing Contractor's actual costs as provided under Section 5.0, Contract Sum, subsection 5.5, Invoices and Payments, herein.

- 5.5.4 Contractor shall prepare and submit an original Monthly Invoice (Exhibit E) to the CCA on a monthly basis. The monthly invoice is due by the 15th calendar day of the month following the service, or payment may be delayed.
- 5.5.5 Contractor shall provide a Quarterly Reconciliation Invoice of actual costs within 30 calendar days after the end of each quarter. For this Contract, the first Quarterly Reconciliation Invoice shall be for July 2018 through September 2018 and shall be submitted to County no later than October 30, 2018.
- 5.5.6 All invoices under this Contract shall be submitted to the following address:

Attn: CCA Contract Management Section V
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411
- 5.5.7 Should County implement a Contract Invoicing System for services under this Contract, Contractor shall create and submit electronic invoices as instructed.

5.6 June Invoices

- 5.6.1 Contractor shall prepare and submit a partial June invoice for the period of June 1st through June 15th for the amount equal to 1/24 of the annual budget. The partial June invoice is due by the 20th calendar day of June or payment may be delayed.
- 5.6.2 Contractor shall reconcile the entire June invoice as part of the Quarterly Reconciliation Invoice, which is due 30 calendar days after the end of the fourth quarter.

5.7 County Approval of Invoices

- 5.7.1 All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Section Manager prior to any payment thereof. In no event shall the County be liable or

responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

- 5.7.2 County shall review and authorize payment of an accurate invoice as soon as possible after receipt of Contractor's monthly invoice. County will make a reasonable effort to effect payment to Contractor within 30 days from receipt of an invoice which is accurate as to form and content.
- 5.7.3 Contractor shall include with the Quarterly Reconciliation Invoice the detailed line item support documentation to validate the Quarterly Reconciliation Invoice amounts, in accordance with Exhibit B, Contractor's Budget, which includes, but is not limited to, the following:
 - 5.7.3.1 Administrative costs.
 - 5.7.3.2 Personnel costs shall be itemized by pay classification.
 - 5.7.3.3 One-time-only costs shall be clearly identified.
 - 5.7.3.4 Any prorated costs shall be clearly identified.
- 5.7.4 County shall not make monthly payments for the third month of each quarter (e.g., September, December, and March), with the exception of the third month of the fourth quarter, until the Quarterly Reconciliation Invoice has been received and processed by County.
- 5.7.5 Contractor shall advise County in writing of any substantive deviations or reallocation of line item costs from Contractor's Budget. Contractor may, with County's approval, reallocate funds among each of the major cost categories listed in Exhibit B, Contractor's Budget, to a maximum of 15 percent of each part, not to exceed the total Contract amount. Reallocation of funds by Contractor by more than 15 percent between the major cost categories requires written approval of the County Contract Section Manager.
- 5.7.6 Contractor shall submit all revised Personnel Schedules thirty (30) calendar days prior to the change rather than with the current affected invoice.
- 5.7.7 If the Quarterly Reconciliation Invoice finds County's dollar liability was more than payments made by the County to Contractor, or that County's dollar liability for such services is less than payments

made by County to the Contractor, County shall either credit or deduct the difference against future payments hereunder to Contractor.

- 5.7.8 County may delay the last payment due hereunder until six 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 which has not been deducted from any payment made by the County to Contractor.
- 5.7.9 As this Contract is awarded to a public educational institution, the Contract payment will be subject to actual cost contract requirements and is based on actual costs incurred by Contractor in administering the Contract.
- 5.7.10 In no event shall County's maximum obligation under this Contract exceed the funds appropriated by County for the purpose of this Contract.
- 5.7.11 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.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following subsections is designated in Exhibit C - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Contract Section Manager (CCSM)

County shall designate one person who will have the authority to act as CCSM on contractual and administrative matters pertaining to this Contract. The responsibilities of the CCSM or alternate include:

- 6.1.1 Ensuring that the administrative objectives of this Contract are met;
- 6.1.2 Providing direction to the Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator, who is described in subsection 6.2, below; and

- 6.1.3 Negotiating with Contractor changes in service requirements pursuant to Section 8.0, Standard Terms and Conditions, subsection 8.1, Changes and Amendment of Term.

The CCSM is not authorized to make any changes in any of the terms and conditions of this Contract except as specified in Section 8.1 and is not authorized to further obligate County in any respect whatsoever.

6.2 Supervising County Contract Administrator (SCCA)

County shall designate one person who will have the authority to act as the SCCA on all matters pertaining to this Contract. Responsibilities of the SCCA or alternate include:

- 6.2.1 Overseeing the overall management and coordination of the administration of this Contract; and
- 6.2.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator, who is described in subsection 6.3.

The SCCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County Contract Administrator (CCA)

County shall designate one person who will have the authority to act as the CCA on matters pertaining to this Contract. County shall notify the Contractor in writing within five (5) business days of any change in the name or address of the CCA. Responsibilities of the CCA include:

- 6.3.1 Overseeing the day-to-day administration of this Contract;
- 6.3.2 Providing direction to Contractor in the areas relating to contract, invoicing, and administrative procedural requirements;
- 6.3.3 Meeting with the Contractor's Contract Manager on an as-needed basis;
- 6.3.4 Preparing amendments in accordance with the Contract, Section 8.0 Standard Terms and Conditions, Subsection 8.1, Changes and Amendment of Terms;

The CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 County Contract Program Manager (CCPM)

County shall designate one person who will have the authority to act as the CCPM on all programmatic matters of program and policy as it relates to this Contract. The responsibilities of the CCPM include:

- 6.4.1 Providing direction to Contractor in the areas of County program and policy;
- 6.4.2 Meeting with the Contractor's Contract Manager as needed; and
- 6.4.3 Evaluating tasks, deliverables, goods, services, data, or other work provided by or on behalf of the Contractor.

The CCPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 Contract Program Monitor (CPM)

The responsibilities of the CPM include:

- 6.5.1 Providing assistance to the CCA in overseeing the day-to-day administration of this Contract;
- 6.5.2 Monitoring and evaluating Contractor's compliance with contract requirements as specified in the Contract;
- 6.5.3 Monitoring Contractor for contractual compliance and prepares monitoring reports.

The CPM reports to the CCA. The Contract Program Monitor is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR CONTRACTOR ADMINISTRATION

A listing of all Contractor's Administration referenced in the following paragraphs is designated in Exhibit D (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

7.1 Contractor's Contract Manager

7.1.1 The Contractor's Contract Manager is designated in Exhibit D - Contractor's Administration. The Contractor shall notify the County in writing within five (5) business days of any change in the name or address of the Contractor's Contract Manager.

7.1.2 The Contractor's Contract Manager shall be responsible for the oversight of administrative and contractual matters relating to the performance of the Contract as outline in this Contract.

7.2 Approval of Contractor's Staff

Contractor shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers. County has the absolute right to approve or disapprove any of Contractor's staff performing work pursuant to this Contract as well as any proposed changes in Contractor's staff, including but not limited to, the Contractor's Contract Manager.

Contractor shall notify the County within five business days when staff is terminated from working under this Contract.

7.3 Other Contractor Personnel

Contractor shall provide all necessary supervisory, administrative and direct services personnel to accomplish the services required under this Contract.

7.4 Background and Security Investigations

7.4.1 All Contractor staff performing services under this Contract shall have undergone and passed, in the regular course of the District's hiring process, a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with obtaining the background investigation shall be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.

7.4.2 If a member of the Contractor's staff does not pass the background investigation, County may request that the member of the Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. This paragraph shall only apply to the Contractor if expressly agreed to

by the applicable collective bargaining units representing the Contractor's employees, where such employees perform under this Contract.

- 7.4.3 Disqualification, if any, of the Contractor's staff, pursuant to this subsection 7.4 shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

- 7.5.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to confidentiality, including, without limitation, California Welfare and Institutions Code Section 10850, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this subsection 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subsection 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.3 Contractor shall inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

- 7.5.4 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement," Exhibit G, page 2 of 3.
- 7.5.5 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement," Exhibit G, page 3 of 3.
- 7.5.6 Contractor shall safeguard the integrity of all County systems by ensuring that all Contractor employees abide by County's User policies and Employee Acknowledgment and Confidentiality Agreements. Contractor shall follow County policies by sharing the user policy with its employees, obtain signed User Agreements, obtain signed Employee Acknowledgment and Confidentiality Agreements and monitoring compliance.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Changes and Amendment of Terms

- 8.1.1 County reserves the right to initiate Change Notices that do not affect the term, contract sum, payments, or materially affect the scope of work included in the Contract. All such Change Notices shall be prepared and executed by the Contractor and by the County Contract Section Manager.
- 8.1.2 For any change which materially affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director or her designee.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by DPSS Director or his/her designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted

assignment or delegation without such consent shall be null and void. For purposes of this subsection, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

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

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

8.3 AUTHORIZATION WARRANTY

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

8.4 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 County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract

(including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

- 8.5.1 Within 15 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five business days for County approval.
- 8.5.4 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.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the CCPM and CCA of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 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.
- 8.5.7 Copies of all written responses shall be sent to the CCPM and CCA within three business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting, and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subsection 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 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, a copy of which is attached as

Exhibit K and incorporated by reference into and made a part of this Contract.

8.8.2 **Written Employee Jury Service Policy**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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.
2. For purposes of this subsection, "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 fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the 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 the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this subsection. The provisions of this subsection shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's

definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the 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 the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor’s violation of this subsection 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 the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subsection shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract 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 Contract. However, Contractor is only bound by this Section 8.10 to the extent that this Section 8.10 does not contradict State law, a preexisting Collective Bargaining Agreement or Contractor's Personnel Commission requirements.

8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, 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 Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW Participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates. However, Contractor is only bound by this Section 8.11 to the extent that this Section 8.11 does not contradict State law, a preexisting Collective Bargaining Agreement, or Contractor's Personnel Commission requirements.

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

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

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 contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

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 Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-Responsible Contractor

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

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department 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.
2. 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, the Contractor Hearing Board shall prepare a tentative 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. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board

shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five years, that Contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
5. The Contractor Hearing Board will consider a request for review of a debarment determination only where: 1) the Contractor has been debarred for a period longer than five years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.13 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 Exhibit M, 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. Information and posters for printing are available at www.babysafela.org.

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

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the 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.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the 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 Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of

the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate Contractor performance database. The report to the Board of Supervisors 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 Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

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

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE AND SCANNED REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile and scanned representations of original signatures of authorized officers of each party, when appearing in appropriate places on the contract documents including, but not limited to, this Contract, Amendments and Change Notices, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to this Contract, Amendments and Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile and non-scanned) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

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

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this subsection as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subsection, the terms "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.22 INDEPENDENT CONTRACTOR STATUS

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

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

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

8.22.4 The Contractor shall adhere to the provisions stated in subsection 7.5 – Confidentiality.

8.23 INDEMNIFICATION

Contractor and any of its directors, officers, agents, employees, assigns, and successors in interest shall indemnify, defend, and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, and any of its directors, officers, agents, employees, assigns, and successors in interest.

County, its Special Districts, elected and appointed officers, employees, agents and volunteers shall indemnify, defend and hold harmless Contractor, any of its directors, officers, agents, employees, assigns, and successors in interest from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County, its Special Districts, elected and appointed officers, employees, agents and volunteers.

In the event Contractor subcontracts with a non-public entity, the subcontractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in subsections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- 8.24.1.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) have been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.1.2 Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- 8.24.1.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.1.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 8.24.1.5 Certificates and copies of any required endorsements shall be sent to:
Attention: CCA, Contract Management Section V
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746

8.24.1.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees, and volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage, or policy period. The written notice shall be provided to County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material

breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County-maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver. However, Contractor is not bound by this paragraph 8.24.7 if they are self-insured.

8.24.8 Subcontractor Insurance Coverage Requirements

Contractor shall include all subcontractors as insureds under Contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three years following Contract expiration, termination, or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractor may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies to satisfy the Required Insurance provisions.

8.24.12 Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than one million dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million dollars (\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than 30 days' advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any Federal workers or workmen's compensation law or any Federal occupational disease law.

8.25.4 **Property Coverage** – Contractors given exclusive use of County-owned or -leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

8.25.5 **Sexual Misconduct Liability**

Sexual Misconduct Liability Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.26 **LIQUIDATED DAMAGES**

- 8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A, Technical Exhibit I, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or c) upon giving five days' notice to the Contractor for failure to correct the deficiencies, the County may correct any

and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

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

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit H – Contractor's EEO Certification.

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

pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this subsection 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this subsection 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON-EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict County from

acquiring similar, equal, or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

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

8.31 NOTICE OF DISPUTES

Contractor shall bring to the attention of the CCA and/or SCCA any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the CCA or SCCA is not able to resolve the dispute, the County Contract Section Manager shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit M, Safely Surrendered Baby Law of this Contract. Additional information is available at www.babysafela.org.

8.34 NOTICES

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be delivered by email, hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits C - County's Administration and D - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other

party. The CCA shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.34.2 Notices of Meetings

Contractor shall provide appropriate levels of staff at all meetings requested by the County. The County will give five business days' prior notice to Contractor of the need to attend such meetings.

Contractor may verbally request meetings with the County, as needed, with follow-up written notice five business days in advance of the proposed meeting. The advance notice requirement may be waived with the mutual written consent of both Contractor and the County.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to subsection 8.38 of this Contract – Record Retention and Inspection/Audit Settlement, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," the Contractor agrees to defend and indemnify the County from all costs and expenses,

including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

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

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Contract Section Manager. The County shall not unreasonably withhold written consent.

8.37.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subsection 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

8.38.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if

any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall 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.

- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subsection 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand, or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the 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 this Contract.

8.40 SUBCONTRACTING

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Contract Section Manager is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any

subcontractor employee may perform any work hereunder, the Contractor shall ensure delivery of all such documents to:

Attn: CCA, Section V
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in subsection 8.14 – Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to subsection 8.43 – Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 30 days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this

Contract shall be maintained by the Contractor in accordance with subsection 8.38, Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County Contract Section Manager:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the 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 the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this subsection 8.43, it is determined by the County that the Contractor was not in default under the provisions of this subsection 8.43, or that the default was excusable under the provisions of paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subsection 8.42 – Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this subsection 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract 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 Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. 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.
- 8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor: The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this subsection 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.48 VALIDITY

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

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subsection 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

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

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

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in subsection 8.51, "Warranty of Compliance with County's Defaulted Property Tax Reduction 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 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.53 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting Contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts.

By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing Federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractors is currently suspended, debarred, ineligible, or excluded from securing Federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing Federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

9.2 PERFORMANCE REQUIREMENTS

If Contractor fails to meet the Contract requirements as specified in Attachment A, Statement of Work, Technical Exhibit I, Performance Requirements Summary (PRS) Chart hereunder, County may take actions specified in the PRS for deficiencies and failures of performance. Failure of Contractor to take corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the County applying the provisions of subsection 8.43, Termination for Default. This subsection 9.2 shall not in any manner restrict or limit County's right to terminate this Contract for convenience, per subsection 8.42.

9.3 CHILD/ELDER ABUSE/FRAUD REPORTING

9.3.1 Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

9.3.2 Child abuse reports shall be made by telephone within 24 hours to the Department of Children and Family Services hotline at (800) 540-4000.

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

9.3.4 Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County within three business days to the DPSS Central Fraud Reporting Line at (800) 349-9970.

9.4 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

9.5 COMPLIANCE WITH REGULATIONS

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 Operational Manual;
4. Social Security Act;

5. State Energy and Efficiency Plan (Title 24, California Administrative Code);
6. Clean Air Act (42 U.S.C. 7401-7671q.);
7. Federal Water Pollution Control Act (33 U.S.C. 1251-1378);
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15); and
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}.

Contractor shall maintain all licenses required to perform the Contract. Contractor shall indemnify and hold 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 limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

9.6 COMPLIANCE WITH AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

Contractor shall comply, at a minimum, with the requirements set forth in the Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook, incorporated herein by reference and available at: http://file.lacounty.gov/auditor/portal/cms1_214867.pdf.

9.7 FISCAL ACCOUNTABILITY

Contractor shall adhere to strict fiscal and accounting standards and comply with Title 2 of the Code of Federal Regulations Part 200 (2 CFR 200 et seq.) – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards and related OMB Guidance.

9.8 SHRED CONFIDENTIAL DOCUMENTS

Contractor shall ensure that all confidential documents/papers, as defined under State law (including but not limited to Welfare & Institution Code sections 10850 and 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled “shred” until they are destroyed. No confidential documents/papers are to be recycled.

9.9 DATA ENCRYPTION

Contractor and subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

9.9.1 Stored Data

Contractors' and subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management – Part 1: General (Revision 3); (c) NIST Special Publication 800-57 Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

9.9.2 Transmitted Data

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57, Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

9.9.3 Certification

The County must receive, within 10 business days of its request, a certification from Contractor (for itself and any subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in

accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this subsection 9.10 (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

9.10 DISPUTES

Any disputes between the County and Contractor regarding the performance of services reflected in this Contract 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 Contract Section Manager or his/her designee, and the decision of the County Contract Section Manager or his/her designee shall be final.

9.11 EMPLOYEE SAFETY

Contractor will assure that Contractor's employees:

- Are covered by an effective Injury and Illness Prevention Program.
- Receive all required general and specific training on employee safety.

9.12 GOVERNMENT OBSERVATIONS

Contractor shall permit all authorized federal, State, County and/or research personnel, in addition to DPSS staff, to observe performance, activities, or review documents required under this Contract at any time during normal working hours and upon reasonable notice. However, these personnel may not unreasonably interfere with Contractor performance. When applicable, any documents reviewed must be handled in accordance with the Family Education Rights & Privacy Act (FERPA).

9.13 VERBAL DISCUSSIONS

The Contract Manager, or Back-up Contract Manager designated in writing to act in Contractor's behalf, shall be available to respond to the County's verbal inquiries, followed by an electronic inquiry, within 1 business day, or longer as determined by County, of said inquiry, with the exception of weekends (Saturdays and Sundays) and scheduled County and Contractor holidays.

9.14 WARRANTY

Contractor warrants that all Services performed hereunder will comply with the provisions of this Contract, the Statement of Work, and any specifications related thereto. Further, Contractor warrants 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.

Contractor shall, within 1 business day after oral or written notice from the County with the exception of County and scheduled Contractor holidays correct any and all defects, deficiencies, errors or omissions in Services rendered to the County of an urgent nature. Contractor shall correct any and all defects, deficiencies, errors, or omissions in services as rendered to the County of a non-urgent nature within a reasonable time, as agreed by County and Contractor. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the County.

9.15 Execution of Counterparts

This Contract, amendments and change notices may be executed in several counterparts all of which taken together constitutes one single document.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services or designee thereof, on the dates indicated below.

COUNTY OF LOS ANGELES

By _____
Antonia Jiménez, Acting Director
Department of Public Social Services

_____ Date

_____ **COMMUNITY COLLEGE DISTRICT**
Contractor Name

By _____
Signature

_____ Date

_____ Title

_____ Printed Name

By _____
Signature

_____ Date

_____ Title

_____ Printed Name

CONTRACTOR TAX IDENTIFICATION NUMBER: _____

APPROVED AS TO FORM:

Mary C. Wickham, County Counsel

By _____
Melinda White-Svec
Deputy County Counsel

_____ Date

Out-of-Classroom Coordination Services Contract was Submitted and Approved as to Form. Document on File.

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*All exhibits referenced under Technical Exhibit 10 will hereafter be referenced by the GAIN form number throughout the Statement of WORK.

PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children, adults, 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 Strategic Plan Mission, Values, Goals and performance outcomes.

The County's vision is a value driven culture, characterized by extraordinary employee commitment to enrich lives through effective and caring service, and empower people through knowledge and information. This philosophy of service excellence is anchored in the County's shared values of: 1) Integrity; 2) Inclusivity; 3) Compassion, and 4) Customer Orientation.

These shared values are encompassed in the County Strategic Plan's three Goals: 1) Make Investments that Transform Lives, 2) Foster Vibrant and Resilient Communities, and 3) Realize Tomorrow's Government Today. These require coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

1.0 GENERAL

1.1 SCOPE OF WORK

Except for those items listed in Section 2.0, County Responsibilities, hereunder, the Contractor shall provide all management/ administrative services, personnel, materials and other items or services necessary to provide coordination services for County referred Participants, excluding Refuge Cash Assistance (RCA) participants. Contractor must perform to the standards in Exhibit A, Technical Exhibit 1, Performance Requirements Summary (PRS) Chart, hereunder.

1.1.1 County shall refer CalWORKs Participants to the Contractor for services provided as specified in Section 4.0, Specific Tasks, herein.

1.1.2 Contractor shall provide all requested reports to the County within the time frame provided to the Contractor.

1.2 QUALITY CONTROL PLAN

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 Contract. The QCP which is subject to approval or rejection by County shall be submitted to the CCA on the Contract start date, with revisions submitted as changes occur. Revisions will be due within ten (10) business days of CCA's request. The QCP shall include the following:

1.2.1 Method for assuring that professional staff rendering services under this Contract have the necessary college degrees/licenses and qualifying experience.

1.2.2 Method and frequency of monitoring to ensure that Contract requirements are being met.

1.2.3 Method for monitoring and evaluating work performed.

1.2.4 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.

1.2.5 Method of record retention of all inspections conducted by the Contractor, the corrective action taken, the time a problem is first identified, a clear identification and completed corrective action, and plan for making information available to the County upon request.

- 1.2.6 Method for providing continuing services to the County in the event of a strike of the Contractor's or Subcontractor's employees or any other emergency, including but not limited to natural disasters, such as earthquakes.
- 1.2.7 Method for ensuring that all Contractor reports provide acceptable data as requested and required by this Contract.
- 1.2.8 Method for surveying participants at the end of the Fall and Spring term to obtain feedback on services.
- 1.2.9 Monitoring methods to be used, such as:
 - 1.2.9.1 On-site visits;
 - 1.2.9.2 Random sampling;
 - 1.2.9.3 100% review;
 - 1.2.9.4 CalWORKs Participant complaints;
 - 1.2.9.5 CalWORKs Participant surveys;
 - 1.2.9.6 Information, reports or data that may be provided by County; and
 - 1.2.9.7 Information, reports or data provided by the Contractor.

2.0 COUNTY RESPONSIBILITIES

County will administer the Contract according to Section 6.0, Administration of Contract – County. County may provide the following:

2.1 MATERIALS

County shall provide the following items for Contractor's use:

- 2.1.1 Civil rights complaint forms, Complaint of Discriminatory Treatment, Technical Exhibit 4, and Civil Rights Complaint Investigation Process, Technical Exhibit 5, for use by Participants in reporting civil rights complaints.

- 2.1.2 A list of the County observed holidays.

2.2 TRAINING

2.2.1 County will arrange for the Civil Rights biennial training of Contractor staff by County trainers.

2.2.2 County may provide cultural awareness and sensitivity training, and materials to Contractor. If County provides such training, Contractor shall ensure that trainings are mandatory for all staff paid under this contract, including the directors/coordinators of the CalWORKs program. Trainings are optional for other employees and student workers.

3.0 CONTRACTOR RESPONSIBILITIES

3.1 KEY CONTRACTOR PERSONNEL

Contractor shall provide staff who have the necessary professional background, experience and expertise to provide the services required in this Statement of Work. All personnel shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto. Staff shall be hired according to minimum qualifications set forth by each district at time of hire.

3.1.1 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 Contract. The Contract Manager and alternate shall be identified, in writing, prior to Contract start-up and at any time 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:

3.1.1.1 Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.

3.1.1.2 Be available to provide services to County Monday through Friday from 8:00 a.m. to 5:00 p.m., or any mutually agreed upon alternative schedule, excluding County and established and scheduled Contractor holidays.

3.1.1.3 Be able to read, write, speak, and understand English fluently.

3.1.1.4 Contractor shall provide a Contract Manager who is qualified

to ensure all qualified professionals and clerical personnel complete the required tasks of this Contract.

3.2 PERSONNEL

Contractor will maintain efficiency of daily operations and provide all qualified professional and clerical personnel, including bilingual staff, necessary to complete the required tasks of this Contract.

3.3 HOURS OF OPERATION

Contractor shall be available to provide services to County Monday through Friday from 8:00 a.m. to 5:00 p.m., or any mutually agreed upon alternative schedule, excluding County's holidays. At the beginning of each school year, Contractor shall provide the CCA and CCPM with a schedule of all days that the Contractor shall not be in session including established Contractor holidays.

3.4 MATERIALS

3.4.1 Contractor will provide updated lists of all Contractors' CalWORKs offices to be used, including any extension site as part of the Monthly Management Report (MMR) (Technical Exhibit 2).

3.4.2 Contractor shall post in 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

3.5 FACILITIES, EQUIPMENT & SUPPLIES

3.5.1 Contractor shall provide the facility/facilities, furnishings, and electronic equipment necessary to perform all services required by this contract.

3.5.2 Contractor shall provide telephone installation and equipment, utilities, parking, custodial services, building maintenance and all services/materials not specifically provided by the County at all Contractor facilities used for the provision of these services.

- 3.5.3** Contractor shall provide supplies, unless otherwise specified in this Statement of Work, Section 2.0, County Responsibilities, necessary to perform all services required by this contract and adhere to all requirements imposed on Contractor by this Contract.
- 3.5.4** Contractor shall provide and shall ensure the security for computers and printers and computer access to ensure that the equipment is secure.
- 3.5.5** Contractor shall establish and maintain an inventory to include the following information when supplies/equipment is purchased with County funds:
- 3.5.5.1 Name and number of Contractor's contact person where equipment is located;
 - 3.5.5.2 Address where equipment is located;
 - 3.5.5.3 Type of equipment;
 - 3.5.5.4 Brand and model of equipment; and
 - 3.5.5.5 Cost of equipment, funding source(s), and amount of County funds used in the purchase, as appropriate.
- 3.5.6** Contractor shall update the equipment inventory on no less than an annual basis and shall provide County an updated Contractor's Equipment Control Form during the term of this Contract upon request.
- 3.5.7** Contractor shall request and receive prior authorization from County to purchase any piece of equipment in excess of \$5,000 that is necessary to perform all services required under this Contract.

3.6 TRAINING

- 3.6.1** Contractor shall provide training in all aspects of services provided in this Contract to all contracted staff working under this contract.
- 3.6.2** Contractor shall provide training on reporting child abuse/elder abuse and other subject matters identified by the County for all Contractor staff performing work under this Contract. Contractor shall utilize County provided written material and/or videos when available, unless already provided by the Contractors.

3.7 CIVIL RIGHTS COMPLIANCE

In addition to complying with paragraph 8.7 of the Contract, Compliance with Civil Rights Laws, Contractor shall comply with the Civil Rights requirements as directed by DPSS, which include, but are not limited to the following:

3.7.1 Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook incorporates the Civil Rights requirements and other mandated Federal and State requirements that must be adhered to by DPSS, its Contractors and subcontractors. They include, but are not limited to the following:

- 3.7.1.1 Ensuring that all staff paid under this contract, including the Directors/ Coordinators of the CalWORKs program attend the mandatory DPSS-provided Civil Rights training every two years.
- 3.7.1.2 Effectively identifying and documenting the Participant's designated/preferred spoken and written language.
- 3.7.1.3 Ensuring that the DPSS form, Complaint of Discriminatory Treatment (PA 607), is provided to Participants in their respective designated/preferred language when requested. The following form may be obtained from the following website: <http://www.ladpss.gov/dpss/civilrights/forms.cfm>. If the website is unavailable, Contractor may contact the County's Civil Rights Hotline number at (562) 908-8501 to request the form.
- 3.7.1.4 Providing interpreters so that DPSS can ensure meaningful access to services for all Participants.
- 3.7.1.5 Maintaining records that include any Civil Rights related correspondence pertaining to Participants. Civil Rights complaints records should not be filed in program services case records.
- 3.7.1.6 Ensuring that all complaints of discriminatory treatment, including alleged Americans with Disabilities Act (ADA) violations, are listed on an internal complaint log.
- 3.7.1.7 Collecting data necessary to monitor compliance with Civil Rights requirements.

- 3.7.1.8 Contractor must provide services without undue delay to non-English and limited English proficient participants using bilingual staff, Language Line Services, or other DPSS approved translation services. Participants must not be required to provide their own interpreter at any time.

3.7.2 Contracted Language Services Providers

- 3.7.2.1 Contractor is required to have staff that speaks any language spoken by twenty (20%) percent or more of Contractor's enrollment (Primary Languages). Access to the language line, upon DPSS approval, is reserved for situations where the Contractor has participants who are Non-English/Limited English Proficient (NE/LEP), but the language these participants speak is shared by less than twenty percent of the Contractor's enrollment. The Contractor shall not use DPSS-provided language line in serving participants which primary language falls within twenty percent or more of the contractor's enrollment. The County shall monitor compliance with Language Line usage. Any misuse of this resource shall not be tolerated and costs will be deducted from the Contractor's payment. The Language Line Service should be used whenever bilingual staff are not readily available to provide timely services to non-English and limited English proficient participants.
- 3.7.2.2 Contractor must document the participant's case record referencing usage of the language line services, the language in which the services were provided, and the nature of the information provided.
- 3.7.2.3 Contractor's representative is responsible for protecting its agency Access Code, Client ID, and the Over-The-Phone Interpreting telephone number from unauthorized use.
- 3.7.2.4 Contractor is required to complete the Language Line Services Phone Log (Technical Exhibit 8), and submit with the college's MMR by the 20th calendar day of the month following the month in which the language line services were accessed to record and monitor usage.

- 3.7.3** A copy of the Civil Rights Training Handbook may be obtained by contacting the County Contract Administrator.

3.7.4 Civil Rights Complaint Procedures

- 3.7.4.1 Contractor must provide and assist CalWORKs Participants with completing a PA 607 Complaint of Discriminatory Treatment in the participant's primary language.
- 3.7.4.2 Contractor must maintain a log of Civil Rights complaints.
- 3.7.4.3 Contractor Manager will act as the Civil Rights Liaison (CRL) between the Contractor and the CCA and DPSS' Civil Rights Section (CRS).
- 3.7.4.4 The Contractor Manager/CRLs must forward all PA 607s to the CCA within two (2) business days.
- 3.7.4.5 Contractor Manager/CRLs must not attempt to investigate Civil Rights complaints. Investigations are handled by CRS.

3.8 OPERATIONAL SUPPORT

Contractor shall provide comprehensive financial services. Such services shall include the following:

- 3.8.1 Maintenance of Contractor's financial records in accordance with L.A. County's Auditor-Controller's Handbook and OMB Guidelines;
- 3.8.2 Submission of monthly fiscal reports to County which include monthly and quarterly invoices. Contractor's Single Audit Reports;
- 3.8.3 Disbursement of funds to Subcontractors (if applicable); and
- 3.8.4 Monitoring of Subcontractors and implementation of corrective action as necessary; compliance with applicable fiscal monitoring and audit requirements (if applicable).

3.9 DATA RETENTION/DESTRUCTION

Contractors and Subcontractors must destroy all County data stored/processed in accordance with County and Chancellor's Office policy and standards.

3.10 ACCESS TO LRS/CalACES AND VPN (IF APPLICABLE)

- 3.10.1 The Contractor may request access to LRS/CalACES in accordance with procedures established by the County.
- 3.10.1.1 Access to LRS/CalACES shall be limited to information as determined by the County in its sole discretion.
- 3.10.1.2 Access to LRS/CalACES shall be limited to view-and-print-only access and shall be for the sole purpose of obtaining current verification of CalWORKs benefits for County-referred WtW participants.
- 3.10.2 The Contractor may request access to the County's Virtual Private Network (VPN) in order to access information on LRS/CalACES in accordance with procedures established by the County.
- 3.10.2.1 The Contractor must provide its own equipment and internet connection in order to access LRS/CalACES via VPN.
- 3.10.3 The County reserves the right to revise Contractor's access to LRS/CalACES and the VPN, up to and including removal of access to LRS/CalACES and the VPN, at any time and for any reason.
- 3.10.4 Access to LRS/CalACES and the VPN shall be limited to the Contractor's CalWORKs Director(s) or Coordinator(s) and one other designated staff member only.
- 3.10.5 The integrity and confidentiality of LRS/CalACES, the VPN, and all data transmitted, accessed, or stored via these systems must be safeguarded. Therefore, the Contractor shall:
- 3.10.5.1 Ensure that each staff member who will be granted access to LRS/CalACES signs and adheres to the requirements of the following forms: LRS Employee Information Sheet (EIS) (Technical Exhibit 11(A)) and LRS User Security and Confidentiality Agreement (Technical Exhibit 11(B)). These forms must be kept on file and up-to-date for each end-user.
- 3.10.5.2 Ensure that each staff member with LRS/CalACES and VPN access abides by all of the County's User policies and Employee Acknowledgment and Confidentiality Agreements. Contractor shall follow County policies by

sharing the user policy with its employees, obtaining signed User Agreements, and obtaining signed Employee Acknowledgement and Confidentiality Agreements, and monitoring compliance.

3.10.5.3 Provide training in all aspects of LRS/CalACES and VPN access to each staff member who is granted access.

3.10.5.4 Inform the County within one business day from the date that a staff member is no longer working under this contract in order to ensure that access to LRS/CalACES and the VPN is revoked.

3.10.5.5 Ensure that terminals used to access LRS/CalACES and the VPN and any data, whether in physical or electronic form, that is transmitted, accessed, or stored via these systems, remain secured from unauthorized persons.

4.0 SPECIFIC TASKS

4.1 DEVELOPMENT ACTIVITIES

4.1.1 Contractor shall recruit and maintain sufficient staff for ongoing provision of services. Contractor shall ensure it is able to meet the needs of our Welfare-to-Work (WtW) Participants, including non-English speaking Participants, and Participants who are hearing impaired.

4.1.2 Contractor shall ensure that hired staff shows interest in the vision of CalWORKs and have the language/reading proficiencies required for the position.

4.1.3 Contractor shall ensure that staff has an understanding of the concepts listed below prior to providing Community College CalWORKs coordination services. The concepts shall include, but not limited to the following:

4.1.3.1 Introduction to the GAIN program including program activities, program forms, program flow, WtW Participant requirements and program goals.

4.1.3.2 Civil Rights and confidentiality requirements.

4.2 DIRECT SERVICES REQUIREMENTS

Contractor must follow the County's requirements and provide services under this Contract to WtW Participants, including Participants who are Post Employment Services and Post-Time Limited, directly referred by the Los Angeles County GAIN Program or REAS Program with a GN 6006, GN 6005A, GN 6390, or other referral form approved by the County.

Note: RCA only participants are excluded from receiving services through this contract.

4.2.1 WtW Participant's File: Contractor shall create and maintain a file for each WtW Participant that will contain the following, as appropriate:

- 4.2.1.1 Intake information;
- 4.2.1.2 Designated and preferred spoken and written language;
- 4.2.1.3 Current and any previous evaluations and assessments;
- 4.2.1.4 Referral for supportive services;
- 4.2.1.5 Current Student Educational Plan;
- 4.2.1.6 A chronological record of all contact with the Participant and DPSS staff;
- 4.2.1.7 Termination letter/notice from the Contractor to DPSS or DPSS' GN 6011 notice to the Contractor;
- 4.2.1.8 GN 6365s, GN 6070s, received.
- 4.2.1.9 GN 6005A for Self-Initiated Program (SIP) participants;
- 4.2.1.10 GN 6006/GN 6006-1 along with the GN 6013 and GN 6014 for post-assessment activities (VOC, JST, REM);
- 4.2.1.11 GN 6390 for service providers identified as the additional school.

Note: Post-assessment activities will include the GN 6013 and GN 6014 attached to the GN 6390. The GN 6390 for participants in a SIP

activity will not include the GN 6013 and GN 6014.

4.2.2 INTAKE/ORIENTATION

4.2.2.1 Contractor shall complete the intake process without undue delay to ensure participants' WtW requirements are not hindered.

4.2.2.2 Contractor shall consider the cultural and linguistic background of the Participant in selecting and administering the Program to Participants as designated by the Participant; utilizing the Language Line Services when needed.

4.2.2.3 Contractor shall accept all requests from the County to verify the Participant's appointment and participation in the Contractor's CalWORKs Program and registration to courses within FERPA guidelines.

4.2.2.4 Contractor shall perform the following:

4.2.2.4.1 Contractor will ensure that students will receive orientation, assessment, educational planning, academic guidance, and follow up services to include tutoring referrals, probation counseling, and career counseling in accordance with the high standards set by the California Community College Chancellor's Office mandated through Senate Bill 1456, Student Success Act.

4.2.2.4.2 Contractor will ensure that the educational plan that is developed is in accordance with the student's program of study as approved for SIPs and indicated in the County's referral form (GN 6006) and/or GN 6014 for post-assessment activities.

4.2.3 GN 6006/GN 6006-1, SERVICE PROVIDER REFERRAL

Contractor shall:

4.2.3.1 Check to ensure the GN 6013 and GN 6014 are attached to the GN 6006/GN 6006-1.

- 4.2.3.2 Make every effort to contact the County to request the GN 6013 and GN6014, if the forms are not attached to the GN 6006/GN 6006-1.
- 4.2.3.3 Refer the Participant back to the GSW if the GN 6006 referral form does not indicate the program to which the Participant is being referred and the GN 6014 is not attached.
- 4.2.3.4 Ensure the Participant's education plan is consistent with the program indicated on the referral form.
- 4.2.3.5 Complete the referral form as required by GAIN Policy.
- 4.2.3.6 Attach the Participant's class schedule to the completed referral form.
- 4.2.3.7 Assist the Participant by attaching a list of classes (pre-requisite, major, general education, electives, and transferable requirements, if transferring) that are required to obtain a degree/certificate in the enrolled program as required by State Policy.

Note: The list may consist of a Student Education Plan, Catalogue page, or an official Contractor's letter detailing the list of all classes required for the program/major.
- 4.2.3.8 Forward the referral form, along with the class schedule and list of all classes to the assigned GSW or GAIN designated contact via email within six (6) business days from the date CalWORKs counselor/advisor appointment is completed or notify the County as to the status of the referral form if the form cannot be returned within six (6) business days.
- 4.2.3.9 Retain a copy of the completed form in the Participant's file.

4.2.4 RECOMMENDED STUDY TIME

- 4.2.4.1 Contractor shall submit a written statement to recommend the amount of study time as required by GAIN policy.
- 4.2.4.2 Retain a copy of the written statement indicating the amount of recommended study time in the Participant's file

and provide the Participant with the written statement(s) and forward a copy to the assigned GSW.

4.2.5 ATTENDING MULTIPLE SCHOOLS

Contractor who is identified shall:

- 4.2.5.1 Check to ensure the GN 6013 and GN 6014 are attached to the GN 6390, Attending Multiple Schools form if the Participant is in a post-assessment activity (VOC, JST, REM).
- 4.2.5.2 Make every effort to contact the County to request the GN 6013 and GN 6014, if the forms are not attached to the GN 6390 for a Participant in a post-assessment activity.
- 4.2.5.3 Complete the referral form(s) as required by GAIN policy.
- 4.2.5.4 Attach the Participant's class schedule to the completed GN 6390.
- 4.2.5.5 If it is unclear that the course(s) taken at the additional school is consistent with the Participant's approved WtW program as indicated on the GN 6390, notify the assigned GSW.
- 4.2.5.6 Return of the GN 6390 along with the class schedule to the Participant and forward copies to the assigned GSW within six (6) business days from the date received or notify the County as to the status of the GN 6390 and class schedule if the copies cannot be returned within six (6) business days.
- 4.2.5.7 Retain a copy of the completed form in the Participant's file.

Note: The GN 6006 and GN 6005A will not be issued to the additional schools; only the primary school will receive these forms. The additional schools will receive the GN 6390.

4.2.6 GN 6005A – VERIFICATION OF WELFARE-TO-WORK PARTICIPATION HOURS

Contractor shall:

- 4.2.6.1 Complete the GN 6005A as required by GAIN policy for Participants in a potential SIP activity.
- 4.2.6.2 Attach the Participant's class schedule to the completed GN6005A.

Assist the Participant by attaching a list of classes (pre-requisite, major, general education, electives, and transferable requirements, if transferring) that are required to obtain a degree/certificate in the enrolled program as required by State Policy.

Note: The list may consist of a Student Education Plan, Catalogue page, or an official Contractor's letter detailing the list of all classes required for the program/major.

- 4.2.6.3 Return the GN 6005A along with the class schedule and list of all classes to the Participant and forward copies to the assigned GSW within six (6) business days from the date the CalWORKs counselor/advisor appointment is completed or notify the County as to the status of the form if it cannot be returned within six (6) business days.
- 4.2.6.4 Retain a copy of the completed form in the Participant's file.

4.2.7 GN 6365, MONTHLY ATTENDANCE REPORT

Contractor shall complete the referral form(s) received as required by GAIN policy and:

- 4.2.7.1 Retain a copy of the completed and verified GN 6365 in the Participant's file.
- 4.2.7.2 Forward a copy of the GN 6365 to the assigned GSW or GAIN designated contact within six (6) business days from the date received by the Contractor.
- 4.2.7.3 Contractor must verify and return all past month's GN 6365s submitted by the participant to the County as soon as practical.

4.2.8 GN 6070, PROGRESS REPORT

Contractor shall:

- 4.2.8.1 Complete the GN 6070 as required by GAIN policy.
- 4.2.8.2 Retain a copy of the completed GN 6070 form in the Participant's file.
- 4.2.8.3 Return the GN 6070 to the Participant and forward a copy to the assigned GSW within six (6) business days from the date received by the Contractor.

4.2.9 SUPERVISED STUDY TIME

For Participants who agree to supervised study time, the Contractor must provide the necessary written statements as required by GAIN policy.

- 4.2.9.1 If the Contractor supervises the Participant's study time, the Contractor shall provide verification of the actual supervised study time hours, as required by GAIN policy.
 - 4.2.9.1.1 Inform the Participant to attach the verification of the actual hours of supervised study time to the GN 6365.
 - 4.2.9.1.2 Forward a copy of the verification of the actual hours of supervised study time, along with the GN 6365 to the assigned GSW or GAIN designated contact.
- 4.2.9.2 Retain a copy of the supervised study time statement and/or verification of actual hours of supervised study time in the Participant's file.

4.2.10 TUTORING SERVICES FOR CalWORKs PARTICIPANTS

- 4.2.10.1 Contractor must advise and refer Participants with a GPA of 2.0 or lower to participate in tutoring services for the area of study in which the Participant needs assistance.
- 4.2.10.2 Contractor must assist CalWORKs participants with accessing tutoring services within three (3) business days from the date of the student's request.

4.2.11 EXTENSION OF EDUCATIONAL PROGRAM

When the Contractor becomes aware of the need for an extension based on the education program and/or as requested by the GSW, the Contractor shall review the CalWORKs case to determine if the

extension is, in fact, needed. If an extension of the approved program is needed, the Contractor shall notify the GSW immediately as required by GAIN policy.

4.2.12 COORDINATING EFFORTS

Contractor shall coordinate with the County on issues related to but not limited to the CalWORKs Participants: child care, transportation, ancillary expenses and learning disabilities (HIPAA rules apply).

4.2.13 NOTIFICATION OF EXITING PROGRAM OR DROPPED CLASS

Contractor shall notify the GSW within five (5) business days of becoming aware that the participant is no longer enrolled at the college; has dropped below his/her reported units and/or hours; has not registered for the current semester, or has been exited from the Contractor's CalWORKs Program via email or the GN 6007.

4.2.14 WRITTEN POLICIES

Contractor shall maintain written policies relating to the Program, provide copies and updates upon CCPM request and ensure the CalWORKs program includes:

- 4.2.14.1 An intention to work with DPSS on employer-based education/training programs; and
- 4.2.14.2 Programs that reflect partnership/collaboration with local Workforce Investment Boards America's Job Centers of California (AJCC) sites (formally called One-Stop Career Centers).
- 4.2.14.3 Develop a process to refer Participants to an AJCC for enrollment in the Workforce Innovation and Opportunity Act (WIOA) for assistance with finding employment upon near completion or completion of the Participant's educational program and anytime the Participant requests assistance in finding employment.

4.2.15 FEDERAL/STATE AUDITS

Contractor shall assist County with providing necessary verification and documentation of progress, registration and enrollment in conjunction with CalWORKs participation hours reported via the

GN 6365 for County referred WtW Participants whose cases have been randomly selected for Federal/State audits.

4.2.16 POST-TIME LIMITED AND POST-EMPLOYMENT SERVICES PARTICIPANTS

Contractor shall serve participants who are considered to be Post Time-Limited (PTL) and Post-Employment Services Participants (PES).

- 4.2.16.1 Services should include, but are not limited to completing forms such as the GN 6005A, GN 6006, GN 6390, GN 6365 and GN 6070, as applicable.
- 4.2.16.2 Contractor may identify a PTL Participant via a GN 105 Post-Time Limit Services Request/Waiver form and a PES Participant via a GN 6010.9B.
- 4.2.16.3 Contractor shall serve PTL and PES WtW Participants in a quantity not to exceed a combined ten percent (10%) of the Contractor's CalWORKs enrollment based on the Chancellor's Office most current data.
- 4.2.16.4 Contractor shall immediately and simultaneously notify the CCPM and the CCA in writing when the ten percent (10%) threshold has been reached and no longer able to serve new PTL and PES Participants.
- 4.2.16.5 Contractor shall immediately notify the CCA and the CCPM when no longer at the threshold and able to accept new PTL and PES Participants.

4.2.18 ACADEMIC PROBATION RATE

Contractor shall reduce the number of CalWORKs Participants on academic probation each Fiscal Year.

- 4.2.18.1 Contractor shall reduce the number of Los Angeles County CalWORKs Participants on academic probation by five percent (5%) annually or until the number of CalWORKs Participants on academic probation is twenty percent (20%) or less of the Contractor's Los Angeles CalWORKs student population.

4.2.19 CAREER PATHWAYS

Contractor shall pursue the development of “Career Pathways” in accordance with the standards set by the Chancellor’s Office in partnership with the Career and Technical Education, the California Workforce Association, and the California Workforce Development Board mandated through the WIOA Act. When development of the Career Pathways is in place between the Contractor, the America’s Job Center of California, and the County, the Contractor must notify the assigned GSW of any Participant’s co-enrollment and provide information as requested by the County.

4.2.20 LIST OF APPROVED SELF-INITIATED PROGRAMS

Contractor shall respond to the County’s request for program information needed to promulgate a Los Angeles County’s List of Approved Self-Initiated Programs (SIP) as required by GAIN policy within the time frame specified by the County.

4.2.30 Employment Services in Related Educational Program

Contractor must assist the Participant to find employment in the Participant’s field of study or by referring the Participant to the appropriate resource on or off the Contractor’s site.

4.3 PROGRAM COMPLAINTS PROCEDURES

4.3.1 Contractor shall submit program policy and procedure complaints or inquires according to the chain of command established by the County.

4.3.2 Contractor shall provide the County with the case name, case number and state the specific case issue(s) in the complaint or inquiries submitted to the County.

4.4 REPORTING TASKS

4.4.1 County may require additional reports regarding Contractors activities relating to the Contract duties and purposes. Contactor shall acknowledge the request (s) within one business day.

4.4.2 Contractor shall complete a Monthly Management Report (MMR), (Technical Exhibit 2). The MMR shall be submitted to, CCPM and CCA by the twentieth (20th) calendar day of each succeeding month.

4.4.2.1 County reserves the right to make revisions to the MMR and the data elements throughout this contract period according to the reporting needs of the County and/or Board mandates. Such revisions will be made after consultation and input from the Contractor.

4.4.2.2 Contractor shall report on the MMR on data elements as defined, and required by the County.

4.4.3 Contractor shall submit to the CCPM, at the very minimum three (3) WtW Participant success stories for each fiscal year of this contract.

The Contractor shall use the County's consent form to obtain permission from the WtW Participant to use his/her success story and picture. The Contractor shall forward a legible copy of the County's consent form, clearly indicating the Participant's case number and a legible copy of the Participant's success story.

4.4.4 Contractor shall provide the CCPM and CCA a data report, in Excel file, that shows the unduplicated numbers of (1) Transfers (2) Academic and Progress Probation Rates; (3) Grade Point Average; and (4) Credential attainment, of unduplicated Los Angeles County CalWORKs Participants compared to the overall Contractor's community college general population, commencing with the Contractor's 2016-17 academic year due July 30, 2018.

4.4.4.1 Contractor shall provide subsequent comparison reports for 2017-18 academic year no later than July 31, 2018 and 2018-19 academic year comparison report no later than July 31, 2019.

4.4.4.2 Contractor shall use an excel template provided by the County to report on data elements as defined and required by the County.

4.5 PERFORMANCE OUTCOME MEASURES

4.5.1 95 percent of completed referral forms must be submitted to DPSS within five (5) workdays of receipt.

4.5.2 95 percent of completed monthly attendance and progress reports must be submitted to DPSS within five (5) workdays of receipt.

- 4.5.3** 95 percent of Los Angeles County CalWORKs students who request tutoring assistance must be referred to tutoring service within three (3) workdays of request.
- 4.5.4** Maintain an academic probation rate of no more than twenty percent (20%) of the Contractor's Los Angeles County CalWORKs student population. This rate shall be calculated based on the total number of Los Angeles County CalWORKs students reported relative to the Fall 2018 college semester and the number of those students with a cumulative GPA lower than 2.0.
- 4.5.5** If the academic probation rate exceeds twenty percent (20%) of the Contractor's Los Angeles County CalWORKs student population, the Contractor shall reduce the number of Los Angeles County CalWORKs students on academic probation (cumulative GPA that is less than 2.0) by five percent (5%) annually or until the number of Los Angeles County CalWORKs student population with a cumulative GPA less than 2.0 amounts to twenty percent (20%) or less of the Contractor's Los Angeles County CalWORKs population.
- 4.5.5.1 Contractor shall provide the Los Angeles County CalWORKs population count for the Fall 2018 semester and the number of Los Angeles County CalWORKs students with a cumulative GPA below 2.0 no later than March 1, 2019.
- 4.5.5.2 Contractor shall provide subsequent Fall term data on the number of Los Angeles County CalWORKs students with a cumulative GPA below 2.0 no later than March 1st each contract term commencing March 2019. Contractors may submit data with the January's MMR due February 20th of each contract term. Fall 2019 data will be compared to fall 2018 data to determine the reduction of the number of Los Angeles County CalWORKs students with a cumulative GPA below 2.0 and will be compared annually to the previous Fall term data to determine the annual reduction.
- 4.5.6** Contractor shall perform the services in this Statement of Work, including, but not limited to, subsection 4.1 and 4.2 above, in a manner so as to ensure that ninety-five (95%) percent of CalWORKs Participants surveyed by County indicate that the services in subsection 4.2 assisted them in completing their educational program (the course of study the WtW Participant is enrolled in) at Contractor's site.

4.5.7 Contractor shall ensure that the services in subsection 4.2, above, result in the effective tracking and reporting of enrollment, registration in class(es), progress and course/program completion or transfer of the WtW Participants enrolled at Contractor's site.

5.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

5.1 INTRODUCTION

The PRS lists the required services which will be monitored by the County during the term of this Contract. 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 deduction which may be made from Contract payment if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this PRS are intended to be completely consistent with the main body of this Contract and Statement of Work 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 Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the main body of the Contract, 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 Community College CalWORKs Program Services to CalWORKs Participants is of vital importance to the mission of DPSS, the County expects a high Standard of Contractor's performance. County will work with Contractor to resolve any areas of difficulty brought to the attention of the CCA by Contractor before the allowable deviation from acceptable Standard should occur. However, it is Contractor's responsibility to provide the services set forth in the Statement of Work, and summarized in the PRS.

5.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary (PRS) Chart is at the end of this exhibit as Technical Exhibit 1, and:

- 5.2.1 Provides the Section or sub-section referenced (Column 1 of chart) and/or the Paragraph or sub-paragraph referenced.
- 5.2.2 Defines the Standard of performance for each required service (Column 3 of chart).
- 5.2.3 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 a fiscal deduction (Column 4 of chart).
- 5.2.4 Indicates fiscal deductions to be assessed for exceeding the AQL, for each listed Contract requirement (Column 6 of chart).

5.3 **QUALITY ASSURANCE**

- 5.3.1 County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Contractor's performance will be compared to this Contract's Standards and AQLs using the County's Contract Monitoring Plan. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor's deficiencies, which the County determines are severe or continuing and may place performance of the Contract 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 Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract (refer to Paragraph 8.0, sub-paragraph 8.26, Liquidated Damages herein above, and in Exhibit A, Technical Exhibit 1, Performance Requirements Summary (PRS) Chart, hereunder.

- 5.3.2 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, Attachment A, Technical Exhibit 3, is issued, and at the discretion of the CCA, a meeting shall be held within ten (10) business days, as mutually agreed, to discuss the problem.
- 5.3.3 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. 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.

5.3.4 Upon advance notice, either the County or Contractor may make an auditory recording of the Performance Evaluation Meeting.

5.3.5 County may use a variety of inspection methods to evaluate Contractor's performance. The methods of monitoring that may be used include:

- Random sampling.
- One hundred (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.
- Review of reports and files maintained by the Contractor.
- On-site evaluations and monitoring.
- Evaluation of complaints.
- CalWORKs Participant and end user surveys.

5.4 CONTRACT DISCREPANCY REPORT (CDR)

Verbal or electronic notification of a Contract discrepancy will be made to the Contractor's 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 frame mutually agreed upon by the County and the Contractor.

Performance of a required service is considered acceptable when the number of discrepancies found during Contract monitoring do not exceed the number of discrepancies allowed by the AQL. The CCA will issue a formal Contract Discrepancy Report when the performance is unacceptable. 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. 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. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted within ten (10) business days. The CCA will evaluate the Contractor's explanation and determine if any financial penalties will be assessed. The CDR format is shown in Technical Exhibit 3.

5.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

5.5.1 In monitoring the Contractor's performance in this area, samples are selected at random so that they will be representative of a population of interest. Selections used in sample are used to measure performance on the standard, and conclusions are made about Contractor performance for the whole population.

The random sampling plan includes the following information:

- a. *Acceptable Quality Level (AQL)* – A minimum performance percent that can be accepted and still meets the Contract 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.
- d. *Acceptance/Rejection Numbers* - the numbers which indicate whether the lot is acceptable or unacceptable.

5.5.2 The AQL for each sampling is taken from the PRS. The lot size is determined by how often Contractor will provide a service during the month or the number of cases filed at Contractor's site. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

5.5.3 When services performed are determined to be unacceptable in the time stipulated, County may still desire the service be properly performed prior to the next scheduled performance review even though fiscal penalties may be imposed.

5.6 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of fiscal deductions, Contractor must, within a time frame 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.

5.7 UNSATISFACTORY PERFORMANCE REMEDIES

When Contractor's performance does not conform to the requirements of this Contract, the County will first discuss the unsatisfactory performance with the Contractor to determine good cause. If good cause does not exist, the County will have the option to apply the following nonperformance remedies:

- 5.7.1** 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, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- 5.7.2** Reduce payment to Contractor by a computed amount based on the deduction(s) in the Performance Requirements Summary Chart.
- 5.7.3** Reduce, suspend or terminate this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- 5.7.4** 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 Paragraph 8.42 of this Contract, sub-paragraph 8.42.1, Termination for Convenience, herein above.

PERFORMANCE REQUIREMENT SUMMARY CHART - COMMUNITY COLLEGE CaWORKS PROGRAM

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p>Exhibit A, Statement of Work (SOW), Subsection 1.2 - Quality Control Plan (QCP)</p>	<p>Contractor provides QCP and any subsequent revisions upon CCA request.</p> <p>Contractor maintains QC review records and provides upon CCA request.</p>	<p>QC Plan received by CCA on Contract start date.</p> <p>Revised QC plans received by CCA within 10 business days of request by CCA.</p> <p>File of QC review records maintained.</p>	<p>100%</p> <p>100%</p>	<p>Review of plan and revised plans</p> <p>Periodic review of records</p>	<p>\$50.00 per item found deficient within the plan.</p> <p>\$50.00-per incident of non-compliance.</p>

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p>Contract, Section 8.0, Standard Terms & Conditions, sub-paragraphs 8.7 and Section 9.0, Unique Terms & Conditions, sub-paragraphs 9.3, Agrees and complies with these mandated laws such as EEO & Nondiscrimination, Child/Adult Abuse and Fraud Reporting Responsibilities, and Civil Rights,</p>	<p>Complies with reporting responsibilities in instances of any reported/discovered child/elder abuse/fraud reported. Has all brochures or pamphlets available for the public and to post all notices.</p>	<p>Instances of abuse reported timely. On site review of Contractor facilities indicates notices are posted and brochures and pamphlets are easily accessible to the public and employees. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures required to perform the duties of this Contract. Contractor shall maintain all licenses required to perform the duties of this Contract.</p>	<p>100% 100% 100%</p>	<p>Review of records User complaint and/or on-site monitoring Periodic review of records</p>	<p>\$50.00-per incident \$50.00 per incident \$50.00 per incident</p>

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Exhibit A, SOW, Subsection 3.1, Key Contractor Personnel	Provide, at start-up of the new Contract term and at any time there is a change during the Contract term, the name of Contract Manager and Alternate.	Contract Manager and Alternate's name received by CCA.	100%	Notification by U.S. mail, e-mail or telephone call.	\$50.00 for each failure to comply with CCA requests.
Contract, Section 8.0, Standard Terms & Conditions, sub-paragraph 8.11, Consideration of Hiring GAIN/GROW Participants	Ensures to earnestly comply with Attestation of Willingness to Consider GAIN/GROW participants.	Report all job offerings with job requirements to GAINGROW@dps.laco.unity.gov Obtain a list of qualified GAIN/GROW job candidates routinely.	100%	Periodic review of records.	\$50.00 for each failure to comply with CCA requests.
Contract, Section 8.0, Standard Terms & Conditions, sub-paragraphs 8.24 and 8.25, General Provision for All Insurance Coverages	Provides, at start-up of the new Contract term and annually during the Contract term, a copy of a current certificate of the active insurance policies coverages.	A current certificate of the active insurance policies coverages is on file	100%	Annual review of records.	\$50.00 for each failure to comply with CCA requests

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p>Contract, Section 7.0, Administration of Contract- Contractor, sub-paragraph 7.5, Confidentiality.</p>	<p>Obtains an Employee Acknowledgment & Confidentiality Agreement signed by each staff assigned to this Contract.</p>	<p>Copy of Agreement is on file for each staff assigned to this Contract for at the start of the new Contract and obtained for each new employee assigned during the Contract term.</p>	<p>100%</p>	<p>Review of records</p>	<p>\$50.00 per incident</p>
	<p>Contractor, its employees and non-employees performing services covered by this Contract, in signing this Agreement, agrees to adhere to the provisions of the Contractor Employee Acknowledgment and Confidentiality Agreement (Exhibit G).</p>	<p>Contractor maintains confidentiality in accordance with all applicable laws, policies, regulations, rules, etc. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.</p>	<p>100%</p>	<p>Periodic review of records.</p>	<p>\$50.00 per incident</p>

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p>Contract, Section 5.0, Contract Sum, subparagraph 5.5 and Exhibit A, SOW, Section 3.0, Specific Tasks, Subsection 3.8, Operational Support and Subsection 4.4, Reporting Tasks</p> <p>Submit Monthly Invoices, Quarterly Reconciliation Invoices, Monthly Management Reports (MMRs), Annual Single Audit Reports and any other requested Report.</p>	<p>Accurate and validated Monthly Invoices and the Monthly Management Reports (MMRs) and Single Audit Reports are submitted timely.</p>	<p>Accurate Monthly Invoice are received by the 15th calendar day following the report month.</p> <p>Accurate Quarterly Reconciliation Invoice received by the 30th calendar day following the end of the quarter.</p> <p>Accurate and validated MMR are received by the 20th calendar day following the report month.</p> <p>Requested reports are received by the requested due date.</p>	<p>5 days after the due date</p>	<p>Review of Invoices and Reports</p>	<p>\$50.00 after the 5th day late per incident.</p>

EXHIBIT A, Technical Exhibit I

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p><u>Exhibit A, SOW, Section 4.0, Specific Tasks,</u></p>	<p>Recruit and maintain sufficient staff to provide uninterrupted, ongoing services.</p> <p>Ensure that staff performing work under this Contract, receives all necessary training.</p>	<p>Maintain sufficient staff coverage in all contracted community college sites so that there is no backlog in the delivery of services.</p> <p>100% of staff performing work under this Contract attends required training.</p>	<p>100%</p> <p>97%</p>	<p>Participant complaints and review of MMR</p> <p>Review of training logs</p>	<p>\$100.00 for each instance</p> <p>\$100.00 for each percentage point below the AQL</p>

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p>Contract Section 8.0, Standard Terms & Conditions, sub-paragraphs 8.5, Complaints, and 8.7, Civil Rights Compliance,</p>	<p>Contractor shall develop, maintain and follow procedures on receiving, investigating and responding to user complaints.</p>	<p>Submit a copy of the Contractor's written Complaint Procedures at the start-up of the new Contract and provide updates on a timely basis during the Contract term.</p>	<p>100%</p>	<p>Periodic review of records</p>	<p>\$100.00-for each substantiated complaint</p>
<p>Exhibit A, SOW, Subsection.3.7, Compliance with Civil Rights Complaints Procedures</p>	<p>Contractor shall: 1) provide assistance to the CalWORKs Participant with completion of the PA 607 2) identify CalWORKs Participants designated language 3) forward all PA 607s within 2 days to CCA 4) not attempt to intervene or investigate Civil Rights complaints. 5) maintain a detailed log of civil rights complaints</p>	<p>Notify CCA of status of the investigations within 5 days of receiving complaints. Provide CCA copies of all responses to complaints within 3 business days after completion of the investigations. Contractor shall ensure that all Contractor's staff paid under this Contract including Directors/ Coordinators of the CalWORKs program, attend the Civil Rights training in order to comply with all the Civil Rights Complaint procedures, and to ensure all complaints are recorded properly on the complaint log.</p>	<p>100%</p>	<p>Periodic review of log and records</p>	<p>\$100.00 per incident</p>
			<p>100%</p>	<p>Periodic review of logs and records</p>	<p>\$100.00 per incident</p>

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p>Exhibit A, SOW, Subsection 4.2, Direct Service Requirements, subparagraphs 4.2.1 – 4.2.2</p>	<p>Contractor shall provide services, including any necessary assessment, case file management and timely reporting to County.</p>	<p>Contractor shall establish and execute an efficient intake procedure, assess/evaluate existing vocational information to ensure that appropriate instructional services are not duplicated, create acceptable files for each Participant.</p>	<p>95%</p>	<p>On-site visits and sample review of randomly selected Participant cases</p>	<p>\$50.00 per occurrence of non-compliance below the AQL</p>
<p>Exhibit A, SOW Subsection 4.2, Direct Service Requirements, subparagraph 4.2.3; 4.2.5; and 4.2.6</p>	<p>Contractor must complete the GN 6006/ GN 6006-1, GN 6005A or GN 6390 as required by GAIN Program and develop an educational plan that is consistent with the Participant's program of study as indicated on the County's referral form.</p>	<p>Contractor must ensure the Participant's educational plan is consistent with the Participant's program of study as indicated on the County's form.</p>	<p>100%</p>	<p>On-site visits and sample review of randomly selected WtW Participant cases</p>	<p>\$50.00 per occurrence</p>

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Exhibit A, SOW Subsection 4.2, Direct Service Requirements, sub-paragraphs 4.2.7 and 4.2.8	Contractor must complete and return the GN 6365 and GN 6070 report within six (6) business days of receipt.	Contractor must complete and return the required forms for all County referred WtW Participants within the specified time frame. File copies of form in permanent file with copy of submittal confirmation.	95%	On-site visits and sample review of randomly selected WtW Participant cases	\$50.00 per occurrence
Exhibit A, SOW Subsection 4.2, Direct Service Requirements, sub-paragraphs 4.2.3, 4.2.5 and 4.2.6	Contractor must complete and return the GN 6006, GN 6005A or GN 6390 within six (6) business days.	Contractor must complete and return the required forms for all County referred WtW participants within the specified time frame. File copies of form in permanent file with copy of submittal confirmation	95%	On-site visits and sample review of randomly selected WtW Participant cases	\$50.00 per occurrence
Exhibit A, SOW Subsection 4.2, Direct Service Requirements, sub-paragraphs 4.2.3, 4.2.5 and 4.2.6	Contractor must accurately complete the GN 6006, GN 6005A and GN 6390.	Contractor must accurately complete the GN 6006, GN 6005A and GN 6390 per GAIN policy.	100%	On-site visits and sample review of randomly selected WtW Participant cases	\$50.00 per occurrence

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p>Exhibit A, SOW Subsection 4.2, Direct Service Requirements, Sub-paragraph 4.2.15</p>	<p>Contract must complete the required reports and provide verification for all County-referred WtW Participants within the specified time frame for cases selected for work participation rate audits.</p>	<p>Contractor must complete required reports for all County referred WtW Participants within the specified time frames and provide verification for cases selected for work participation rate audits. File copies of form in permanent file.</p>	<p>95%</p>	<p>On-site visits and sample review of randomly selected WtW Participant cases</p>	<p>\$50.00 per occurrence</p>
<p>Exhibit A, SOW Subsection 4.2, Direct Service Requirements, sub-paragraph 4.2.18 Academic Probation Rate- and Subsection 4.5, Performance Outcome Measures</p>	<p>Contractor must maintain an academic probation rate of no more than twenty percent (20%) of the Contractor's Los Angeles (L.A.) County's WtW student population. If not, Contractor shall make continual efforts to improve the academic probation rate of L.A. WtW students to maintain the standard rate.</p>	<p>Contractor must maintain an academic probation rate of L.A. County's WtW students of twenty percent (20%) or less. If not, Contractor shall reduce the academic probation rate of these students with a cumulative GPA below 2.0 by five percent (5%) percent annually or until the academic probation rate is twenty percent (20%) or less of the Contractor's L.A. WtW student population.</p>	<p>95%</p>	<p>Information provided by the CCDs as requested by County.</p>	<p>\$100 per occurrence and/or any of the remedies indicated in the SOW, Section 5.0, Performance Requirement Summary, subsection 5.7.</p>

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
Exhibit A, SOW Section 4.2.18 Academic Probation Rate and 4.5, Performance Outcome Measures, sub-paragraphs 4.5.4	Contractor must provide an Academic Probation Rate annually	Contractor must provide an Academic Probation Rate which contains the previous Fall semester data no later than March 1 st with the January's MMR due February 20 th of each contract term.	5 days after due date	Receipt of data	\$50.00 after the 5 th day late
Exhibit A, SOW Section 4.4 Reporting Tasks	Contractor must complete the requirements of Section 4.5 within the time frame specified by the County.	Information submitted by the Contractor must be accurate, complete, and validated and must be received by the County by the requested due date.	5 days after due date	Review of Report Information provided and number of success stories submitted	\$100.00 per incident

Reference	Performance Indicator	Standard(s)	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions And Other Remedies For Unsatisfactory Performance For Exceeding the AQL
<p>Exhibit A, SOW Subsection 4.5, Performance Outcome Measures, sub-paragraphs 4.5.1 and 4.5.7</p>	<p>Contractor must provide services stated in Sections 4.1 and 4.2.</p>	<p>95% of the Participants surveyed indicate that the Contractor's services are useful; agree that all required forms were completed timely by the Contractor; agree that the Contractor maintained on-going contact; agree they received adequate support and resources to complete their program form the Contractor.</p>	<p>95%</p>	<p>Review of data from the monitoring sample of randomly selected WtW Participant cases</p>	<p>\$50.00 for each measure does not meet the AQL</p>

EXHIBIT A, Technical Exhibit 2
Monthly Management Report (MMR)

Select College from drop-down Enter Your Name Here **Report Month** **Select Rpt. Mo.**
 Contact Person Phone Number
 Email

DATA ELEMENTS		Total No.
For LA County Referred WtW Participants		
1	Received services from the College's CaiWORKs office this report month	
	Enrolled in the College's CaiWORKs Program through the last day of this report month (Unduplicated)	
	(a) Of those enrolled, how many registered in classes and completed the current term, report once at the end of each term (Unduplicated subset of 2)	
2	(b) Number of GN 6390s received for students attending this school as the additional school this report month (Unduplicated subset of 2)	
	(c) Number of students exited (dropped/quit/no longer enrolled in) the College's CaiWORKs Program without completing WtW program (Unduplicated subset of 2)	
3	Monthly Attendance Reports received this report month	
4	Monthly Attendance Reports completed this report month	
5	Progress Reports received this report month	
	Progress Reports completed this report month	
6	(a) Of those completed, how many completed as "making satisfactory progress in overall program" (Unduplicated subset of 6)	
	(b) Of those completed, how many completed as " not making satisfactory progress in overall program" (Unduplicated subset of 6)	
7	Referred to tutoring services this report month (Unduplicated)	
8	Participants with a status change from CaiWORKs to Post-Employment Services this report month (Unduplicated)	
9	Participants with a status change from CaiWORKs to Post-Time Limited Participants this report month (Unduplicated)	

LANGUAGE LINE	
Was the Language Line - telephone interpreting services used this report month?	Select from drop-down

ACADEMIC PROBATION RATE FOR LA COUNTY CaiWORKs PARTICIPANTS		
Total LA County's WtW Population for Fall 2018 only		Enter Total Here
Fall 2018	Enter Total Here	
Total LA County WtW Population below a 2.0 GPA		
Fall 2019	Enter Total Here	
Fall 2020	Enter Total Here	

Monthly Management Report (MMR)

Table 1. List of Unduplicated New LA County WtW Participants whose Intake Appointment was Completed this Report Month						
Unduplicated Total						0
WW Participant Name	Case Number	Activity (select from drop down)	Course of Study	Intake Appointment Date	Class Start Date	Expected Program End Date
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
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21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
36						

Monthly Management Report (MMR)

Table 2. List of Unduplicated LA County WtW Participants who Successfully Completed/Transferred and Exited this Report Month

Unduplicated Total						0
	WtW Participant Name	Case Number	Activity	Course of Study	End Date	Enter the Type of Degree or Certificate Earned If student Transferred w/out earning a degree/certificate, Enter "Transfer"
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						

Monthly Management Report (MMR)

Table 3. List of Unduplicated LA County WtW Participants who Earned a GED, HISET, or HS Diploma					
Unduplicated Total					0
WTW Participant Name	Case Number	Activity	Start Date	Degree/ Certificate Earned (Select From Drop Down)	Date Earned
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					

Monthly Management Report (MMR)

Table 4. List of Unduplicated LA County WtW Participants who Completed a Remedial Activity

Unduplicated Total							0	
	WtW Participant Name	Case Number	REM Start Date	Certificate Earned	Date Earned	Date enrolled in Post-Secondary Education/ Training	Post-Secondary Program	Activity
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
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22								
23								
24								
25								
26								
27								
28								
29								
30								
31								
32								
33								

Monthly Management Report (MMR)

	Data Element	Definition
	Data Elements for LA County Referred WTW Participants	WTW participants referred by GAIN Services Worker or Contracted Case Manager with a GN 6005A, GN 6006, or GN 6390.
1	Received services from the College's CalWORKs office during this report month (Duplicated)	Contractor must report a count of each interaction (i.e., all contacts, in person, by phone, and by email) that occurred with LA County WTW referred participants in order to provide services via the college's CalWORKs (CW) Program. This count will be considered a duplicated count (since one PT may have more than one interaction during the report month with the college's CW office). Services may include, but not limited to: transportation, childcare, ancillaries, monthly attendance report forms, progress report, referrals to services, case management, counseling, etc.
	Enrolled in the College's CalWORKs Program through the last day of this report month (Unduplicated)	Enrolled means accepted into the College's CalWORKs (CW) Program in accordance with Section 4.0 of the contract (SIPs, VOCs, REMs, JSTs: If in both VOC and REM count as VOC only; do not duplicate the count). Report unduplicated count of all LA County CW students that are enrolled in the College's CW Program and have not been exited (this includes participants who are registered in class for the current term and those who are not). (WIOA: Skill Gain and Cal-OAR)
2	(a) Of those enrolled, how many are registered in classes and completed the current term, report once at the end of the term (Unduplicated subset of 2) (b) Number of students attending this school as the additional school (Unduplicated subset of 2) (c) Number of students exited (dropped/quit/no longer enrolled in) the College's CalWORKs Program without completing WTW program (Unduplicated subset of 2)	Registered means enrolled in the college's CalWORKs Program and signed-up in at least one class and completed the term (i.e., received C or Better/Credit/No Credit/Pass). (WIOA: Skill gain) Number must be consistent with the number of GN 6390 received during the report month. Exited means no longer enrolled in the college's CalWORKs Program. A participant who has not participated in the college's program (not registered in classes, or no longer seeking services from the college's CalWORKs office for two semesters (i.e., Fall/Spring)).
3	Monthly Attendance Reports received this report month	Definition n/a
4	Monthly Attendance Reports completed this report month	Monthly Attendance Reports completed in accordance with Section 4.2.7 of the contract. (WIOA: Skill gain)
5	Progress Reports received this report month	Definition n/a
	Progress Reports completed this report month	Complete progress report in accordance with Section 4.2.8 of the contract.
6	(a) Of those completed, how many completed as "making satisfactory progress in overall program" (Unduplicated subset of 6) (b) Of those completed, how many completed as "not making satisfactory progress in overall program" (Unduplicated subset of 6)	Report progress in accordance with Section 4.2.8 of the contract. (WIOA: Skill Gain) Report progress in accordance with Section 4.2.8 of the contract. (WIOA: Skill Gain)

Monthly Management Report (MMR)

7	Referred to tutoring services this report month (Unduplicated)	Colleges must refer PT students with a GPA of 2.0 or lower; and assist CW students in accessing tutoring services within 3 business days from the date of the student's request (Section 4.2.10). (Cal-OAR; WIOA: Skills Gain)
8	Participants with a status change from CalWORKs to Post-Employment Services this report month (Unduplicated)	Number must be consistent with the number of new PES statuses during the report month (unduplicated). Count is not carried over month to month. PES must be enrolled in college's CalWORKs Program. In accordance with 4.2 Direct Services Requirements of the contract, college's CW Program services includes: case management, completion of forms, counseling, etc. (does not include work study or other services limited by the Chancellor's Office CW Program Handbook).
9	Participants with a status change from CalWORKs to Post-Time Limited Participants this report month (Unduplicated)	Number must be consistent with the number of new PTL statuses during the report month (unduplicated). Count is not carried over month to month. PTL must be enrolled in college's CalWORKs (CW) Program. In accordance with 4.2 Direct Services Requirements of the contract, college's CW Program services includes: case management, completion of forms, counseling, etc. (does not include work study or other services limited by the Chancellor's Office CW Program Handbook).

Monthly Management Report (MMR)

<p>Academic Probation Rate for LA County WtW Participants</p>	<p>Report the total LA County's CalWORKs population and those below a 2.0 GPA for the Fall of 2018 with the January MMR due February 20th, 2019. (WIOA: Skill Gain and Cal-OAR) Fall 2018 will establish the base for the performance measure. Subsequent Fall numbers are due with your January MMR due February 20th of each contract year. Subsequent Fall numbers are due no later than March 1st.</p>
<p>Table 1. List of Unduplicated New LA County WtW Participants whose Intake Appointment was Completed this Report Month</p>	<p>Contractor must provide an unduplicated total of new LA County Intakes completed during the report month. Total will auto-populate with every PT's name entered in the table. (Unduplicated subset of Data Element #2) (Cal-OAR)</p>
<p>Table 2. List of Unduplicated LA County WtW Participants who Successfully Completed/Transferred and Exited this Report Month</p>	<p>Credentialed attainment, i.e., certificate/degree/licensure earned, during the participation in the program. Successfully completed and exited means completion of program on the GN6006 or GN6005A and awarded a Degree or Certificate and no longer enrolled in the college's CalWORKs Program (exited). PT did not transfer. Attach success story for at least one PT being reported as successfully completing and exiting the college's CW Program. Report this count following the fall and spring term. (WIOA: Credential Attainment; Skills Gain) Transferred and exited means completion of the program and transferring requirements on the GN 6006 or GN 6005A. PT may have earned a degree/certificate and transferring requirement or may have completed the program and transferring requirements without earning a degree/certificate and (no longer enrolled) exited from the college's CalWORKs Program. Report the data if known. Source of count may include student self-reporting. (WIOA: Credential attainment; Skill Gain) Report this count following the fall and spring term. Attach a success story for at least one PT being reported as successfully completing/transferring and exiting the college's CW Program.</p>
<p>Table 3. List of Unduplicated LA County WtW Participants who Earned a GED, HISET, or HS Diploma</p>	<p>Attainment of a secondary school diploma or its State recognized equivalent. (WIOA: Credential Attainment)</p>
<p>Table 4. List of Unduplicated LA County WtW Participants who Completed a Remedial Activity</p>	<p>Report the number of participant who completed a Remedial program (i.e., ESL, Adult Education, and Basic Skills Course) and enrolled in postsecondary education and training during the program year. (WIOA: Measurable Skill Gain)</p>

Note: Some data elements may not be applicable every report month, such as 2a, 2b, 2c, 7, 8, 9, Academic Probation Rate Table, Table 2, Table 3, and Table 4. When not applicable, leaving a blank or N/A is appropriate.

Monthly Management Report (MMR)

MMR Worksheet		T1 Intake Appt. Work sheet
---------------	--	----------------------------

Select College from drop-down	Select Rpt. Mo.	Select from drop-down	SIP
Antelope Valley College	July 2018	Yes, Log attached	VOC
Cerritos College	August 2018	No	REM
College of the Canyons	September 2018		JST
Compton College	October 2018		VOC&REM
El Camino College	November 2018		STV
Glendale College	December 2018		
Long Beach College	January 2019		
East LA College	February 2019		
LA City College	March 2019		
LA Harbor	April 2019		
LA Mission	May 2019		
Pierce College	June 2019		
LA Southwest	July 2019		
LA Trade Tech	August 2019		
LA Valley	September 2019		
West LA College	October 2019		
Mt. San Antonio College	November 2019		
Pasadena College	December 2019		
Rio Hondo College	January 2020		
	February 2020		
	March 2020		
	April 2020		
	May 2020		
	June 2020		
	July 2020		
	August 2020		
	September 2020		
	October 2020		
	November 2020		
	December 2020		
	January 2021		
	February 2021		
	March 2021		
	April 2021		
	May 2021		
	June 2021		

Monthly Management Report (MMR)

T2 Completed and Exited | **T3 One Year of Exiting Program** | **T4 GED_HISET Exam**

SIP
VOC
REM
JST
VOC&REM
STV

SIP
VOC
REM
JST
VOC&REM
STV

GED
HISET
High School

SIP
VOC
REM
JST
VOC&REM
STV



Monthly Management Report (MMR)

CalWORKs Annual Report

Select Rpt. Yr. from drop-down

Select College from drop-down

Contact Person Enter Your Name Here

Report Year
Phone Number
Email

Data Elements	CalWORKs		General Population	
	Annual	Annual	Annual	Annual
Unduplicated Headcount				
(1) Transfers				
(4) Credential Attainment - Degrees				
(4) Credential Attainment - Certificates				

Data Elements	CalWORKs		General Population	
	Fall	Spring	Fall	Spring
(2) Academic Probation				
(2) Progress Probation				
(3) Success				
(3) Average Cumulative GPA				

Monthly Management Report (MMR)

Data Elements	Definitions
Unduplicated Headcount	This count establishes the base for the data. It is the unduplicated total number of students served for the Academic School Year.
Transfers	Total number of students who have met the transfer requirements for the campus and plan to transfer to a University.
Academic Probation	The unduplicated number of students who have attempted at least 12 semester units, as shown by the academic record and placed on Academic Probation for obtaining a grade point average for total units attempted less than 2.0.
Progress Probation	The unduplicated number of students who have enrolled in 12 or more semester units as shown by the academic record placed on Progress Probation as entries of "W," "I," and "NC" and/or "NP" account for fifty percent or more of the total units attempted. Courses dropped prior to the "No Notation" deadline are not considered "units attempted" and do not receive entries as "W," "I," or "NC/NP."
Success	Defined as the percentage of students enrolled at first Census who receive a C/P or better as a final course grade. Inc, P, grades (IA, IB, IC, IPP) are also considered passing success by the Chancellor's Office. Inc, NP, (ID, IF) are not considered successful grades, but are included in retention rates.
Average Cumulative GPA	A grade point average (GPA) is a number representing the average value of a cumulated final grades earned in course over time. A student's grade point average is calculated by adding up all accumulated final grades and dividing that figure by the number of grades awarded. This calculation results in a mathematical mean or average of all final grades. GPA is based on a 0 to 4.0 scale (A=4.0, B=3.0, C=2.0, D=1.0, and F=0), with a 4.0 representing a "perfect" GPA - or a student having earned straight As, in every course.
Credential Attainment	
Degrees	The unduplicated number of associate degrees awarded to (current and former CalWORKs) students by the college upon completion of a course of study intended to usually last two years.
Certificates	The unduplicated number of certificates awarded to (current and former CalWORKs) students by the college upon completion of a program.

Monthly Management Report (MMR)

Colleges	Report Yrs.
Select College from drop-down	AY 2016-17
Antelope Valley College	AY 2017-18
Cerritos College	AY 2018-19
College of the Canyons	
Compton College	
El Camino College	
Glendale College	
Long Beach College	
East LA College	
LA City College	
LA Harbor	
LA Mission	
Pierce College	
LA Southwest	
LA Trade Tech	
LA Valley	
West LA College	
Mt. San Antonio College	
Pasadena College	
Rio Hondo College	



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

Contract Representative's Signature and Date

County of Los Angeles

Department of Public Social Services

COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES
CIVIL RIGHTS SECTION
12860 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME: _____

CASE NUMBER: _____

I, _____, hereby file this complaint of discriminatory treatment
(Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my:

- | | | |
|--|---|--|
| <input type="checkbox"/> RACE | <input type="checkbox"/> DISABILITY | <input type="checkbox"/> ETHNIC GROUP IDENTIFICATION |
| <input type="checkbox"/> NATIONAL ORIGIN | <input type="checkbox"/> RELIGION | <input type="checkbox"/> SEX |
| <input type="checkbox"/> MARITAL STATUS | <input type="checkbox"/> AGE | <input type="checkbox"/> COLOR |
| <input type="checkbox"/> POLITICAL AFFILIATION | <input type="checkbox"/> SEXUAL ORIENTATION | <input type="checkbox"/> DOMESTIC PARTNERSHIP |

DATE OF OCCURRENCE: _____

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

Initial on the line
above if you give
consent.

CONSENT GRANTED – By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

Initial on the line
above if you do
not give consent.

CONSENT DENIED – I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.

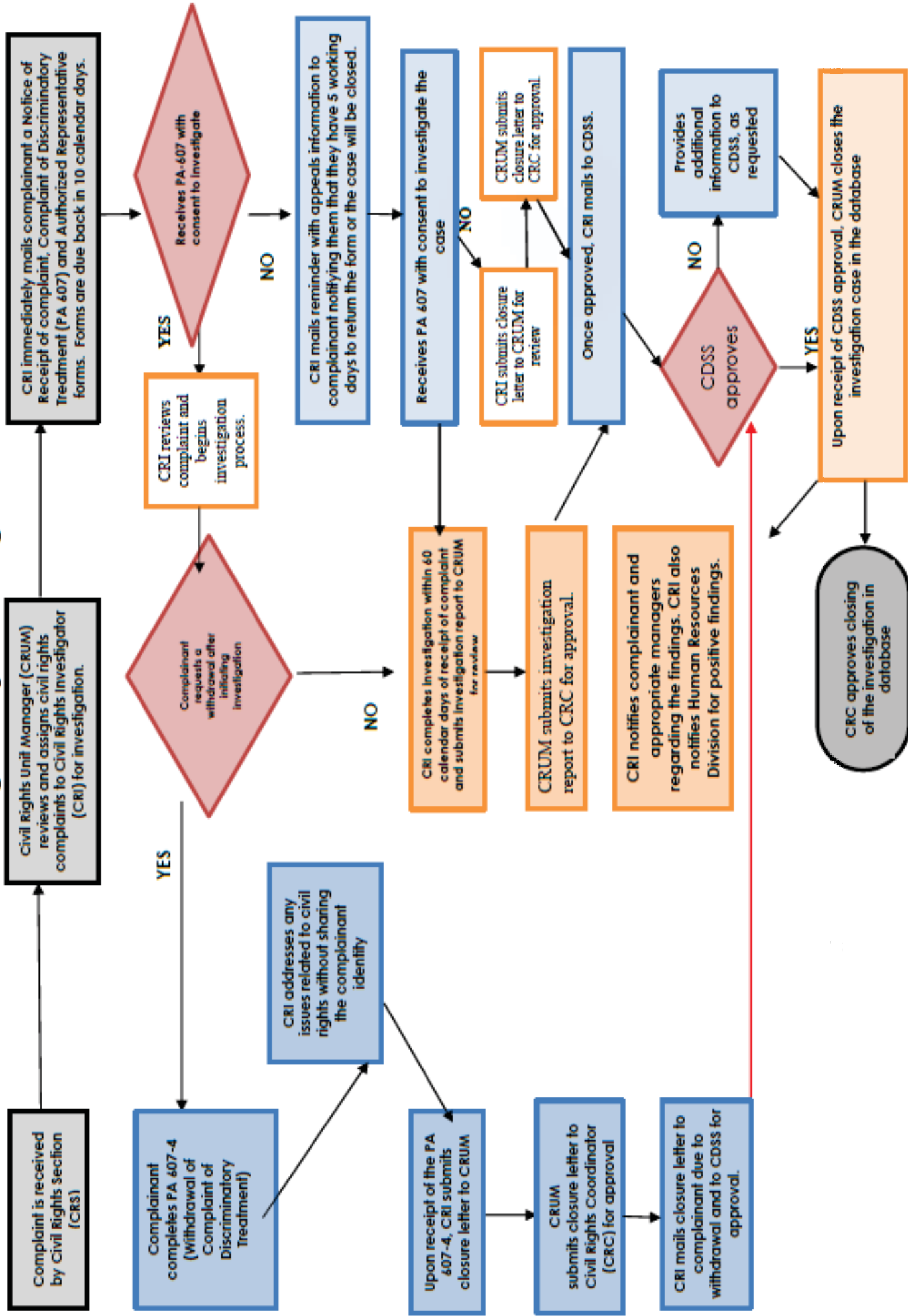
(SIGNATURE) (DATE)

ADDRESS: _____

TELEPHONE: _____

PA – 607 (REVISED 06/11)

Department of Public Social Services Civil Rights Complaint Investigation Process



CIVIL RIGHTS TRAINING REPORT

CONTRACTOR: _____

Address: _____

Contract Manager: _____

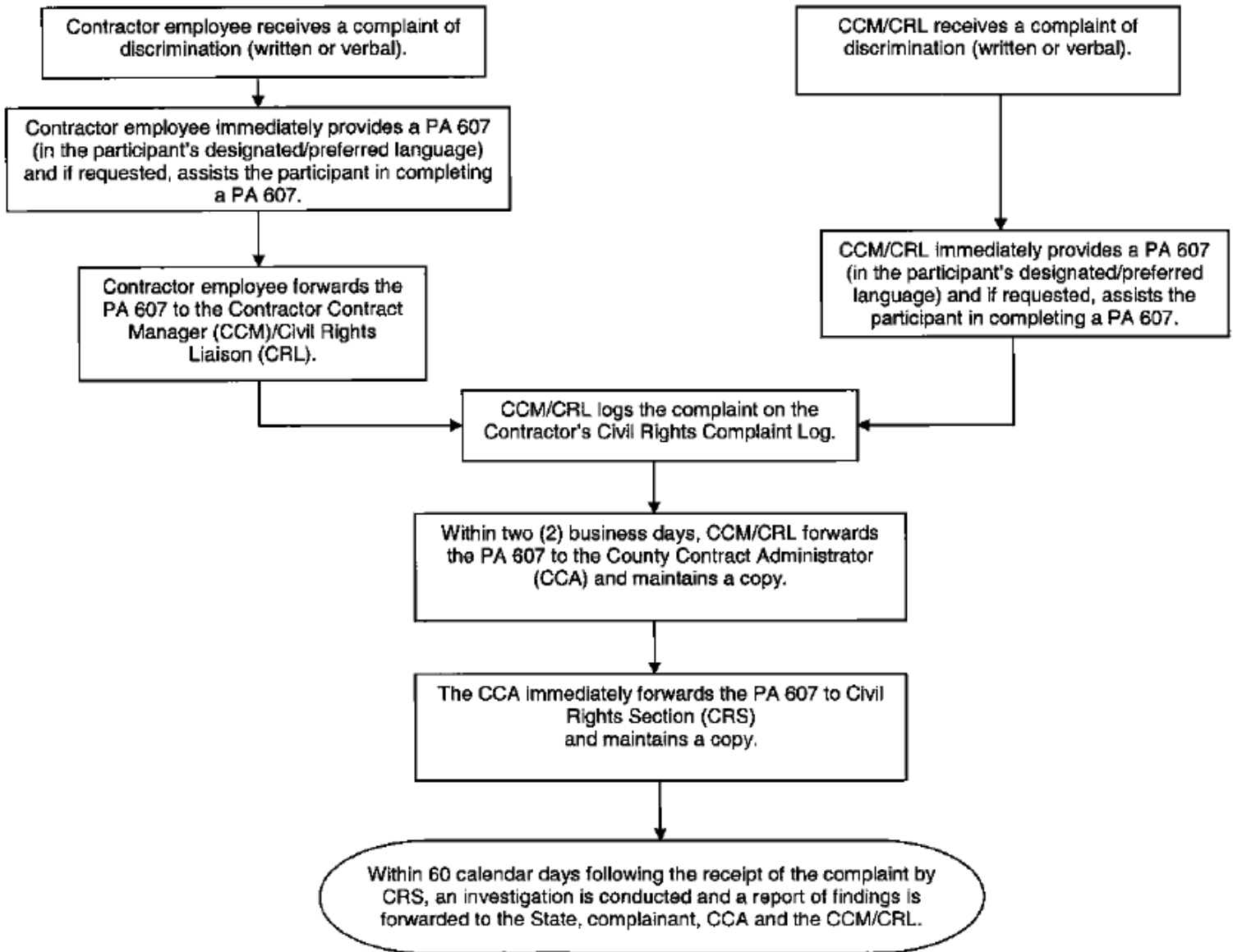
Phone Number: _____

Number of Staff who attended Civil Rights Training: _____

Date of Civil Rights Training: _____

Miscellaneous Information: _____

CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS



Community College CalWORKs Program Participant Survey

COLLEGE: _____ **Date:** _____

Name/Case # (optional): _____

We want to hear about your experiences with your college's CalWORKs office. Your response to this survey will help us identify possible areas of improvement. Thank you for your participation.

1. How useful are the services provided by your college's CalWORKs office to you?

- Useful
- Some Impact
- Not Useful

2. Please indicate the level of agreement with the following statements:

The College CalWORKSs office...	Strongly Agree	Agree	Disagree	Strongly Disagree	Not able to Evaluate
Scheduled your very first appointment within 2 weeks or less.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Completes your Monthly Attendance or Progress Report timely.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Reviews your book/supply request form timely.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Maintains on-going contact to see if you need additional assistance or resources.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Staff is courteous.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Staff is helpful.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Provides you with adequate support and resources to help you complete your educational program.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

3. From 1 to 5 (1 being the most important to you and 5 the least important to you) rank the most important service that your college's CalWORKs provides.

- Timeliness of getting GAIN forms completed and available for pick-up.
- College's CalWORKs staff following up to learn if additional assistance or resources are needed.
- Availability of college's CalWORKs staff to assist you in resolving issues.
- Availability of appointments.
- Other: _____

4. Are there any other services that could be provided by the College to help you successfully complete your educational program? If yes, please describe them.

COMMUNITY COLLEGE CaiWORKs PROGRAM LANGUAGE ACCESS SERVICES MONTHLY PHONE LOG
College Name: _____ Report Month: _____

Staff Member Name/ Phone Number	Name of LEP Participant/ Case Number	Date of Call	Language Determination	Comments
Name: _____ Phone # _____	Name: _____ Case Number: _____			
Name: _____ Phone # _____	Name: _____ Case Number: _____			
Name: _____ Phone # _____	Name: _____ Case Number: _____			
Name: _____ Phone # _____	Name: _____ Case Number: _____			
Name: _____ Phone # _____	Name: _____ Case Number: _____			

Filing: Original kept centrally in Contractor's office



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES

12860 CROSSROADS PARKWAY SOUTH • CITY OF INDUSTRY, CALIFORNIA 91746

Tel (562) 908-8400 • Fax (562) 908-0459

CONSENT AND RELEASE AGREEMENT

I, _____, agree to the following:

1. I know that provisions of law, including the Welfare & Institutions Code, protect applicants and recipients of public assistance from identification release of confidential welfare information.
2. I have been told that the media wants to interview and photograph persons on public assistance, including those potentially affected by the new welfare reform laws, and I understand that I am not required to provide an interview or release any information to the media.
3. I understand that if I sign this agreement, the County may publish, videotape, and release my identity, picture and other confidential welfare information provided by me about me or my family to the public.
4. I voluntarily consent and authorize the County of Los Angeles, its agents and employees to release my identity and any other confidential information provided by me for the purposes stated herein. I understand and agree that I will receive no money or other benefits from the County of Los Angeles or any other party as a result of consenting to the release of such information.
5. I agree to release the County of Los Angeles, its agents, and employees from any liability whatsoever, including for injuries, damages and losses, known or unknown, resulting from giving confidential information provided by me and about me to the media with my consent.
6. I acknowledge that before signing this consent and release agreement, I have carefully read and fully understand its terms.

Signature Date

Name (print)

Address

Parent/Guardian/Witness Signature Date

Name (print)

POST-TIME LIMIT SERVICES REQUEST/WAIVER

Participant Name _____	Case Number _____	PID _____
GSW Name _____	File Number _____	Phone # _____

I was told that my share of my families CalWORKs cash aid was/will terminate on _____ due to time limits.

My GAIN Services Worker:

- Has offered me Post-Time Limit Services.
- Explained to me the benefits of Post-Time Limit Services.
- Has told me that if I am now getting child care, transportation and/or money for

other costs (books, supplies, work-related items):

- ✓ I can continue to get these services if I choose to go into the Post-Time Limit Services Program.
- ✓ I do not have to choose to go into the Post-Time Limit Services Program to get child care, as long as I meet the Child Care Program conditions, such as I work; and
- ✓ My child care services may be limited by Child Care regulations.
- ✓ I may have to go into a new activity called Job Intern (Community Service) to get help from GAIN.

Check a box for each service that you need:

Services Requested	
<input type="checkbox"/> Child Care	<input type="checkbox"/> Child Support
<input type="checkbox"/> Housing Relocation	<input type="checkbox"/> Homeless Prevention
<input type="checkbox"/> Job Readiness	<input type="checkbox"/> Disabled Adults/Adults with Limitations
<input type="checkbox"/> Job Intern	<input type="checkbox"/> Learning Disability Screening
<input type="checkbox"/> Transportation	<input type="checkbox"/> Other Services _____
<input type="checkbox"/> Continue in Active Component	(Specify)
Referrals for Specialized Supportive Services	
<input type="checkbox"/> Clinical Assessment	<input type="checkbox"/> Mental Health Counseling
<input type="checkbox"/> Substance Abuse	<input type="checkbox"/> Domestic Violence Services

- Yes, I want to go into the Post-Time Limit Services Program.
- No, I do not want to go into the Post-Time Limit Services Program.

Participant Signature _____ Date _____

GAIN Services Worker Signature _____ Date _____

Filing: Permanent
Original: Participant
Copy: GPRF

GN 6005A - VERIFICATION OF WELFARE-TO-WORK PARTICIPATION HOURS

SECTION 1: TO BE COMPLETED BY THE GSW			
GAIN REGIONAL OFFICE	ADDRESS	GSW NAME	Worker ID NO.
		TELEPHONE NO. ()	FAX NO. ()
PARTICIPANT NAME	TELEPHONE NO. ()	CASE #	
STREET ADDRESS		CITY	ZIP CODE
WELFARE-TO-WORK ACTIVITY:			
RETURN THIS COMPLETED FORM TO THE GAIN REGIONAL OFFICE LISTED ABOVE BY: _____			

SECTION 2: TO BE COMPLETED BY THE PARTICIPANT	
If you enrolled in a potential Self-Initiated Program, attach a printout of your current class schedule and a current list of all the classes (pre-requisite, major, general education, and electives) that are required to transfer and/or obtain a degree/certificate in your enrolled program. This list could be any one of the following:	
<ul style="list-style-type: none"> • Catalogue page for the course program/major and general education requirements (and transferable requirements, if applicable); • Student Education Plan; • Letter on the school's letterhead and signed by the school official who authored the letter listing all the required classes. 	
I authorize my agency/school provider to release the following information to the County of Los Angeles, Department of Public Social Services/ R.&R/APP agency and declare under penalty of perjury that the information contained on this page is true and correct to the best of my knowledge.	
PARTICIPANT SIGNATURE	DATE

SECTION 3: TO BE COMPLETED BY THE AGENCY/SCHOOL PROVIDER		
NAME OF AGENCY/SCHOOL WHERE THE EDUCATION/TRAINING /WTW ACTIVITY IS BEING COMPLETED	TELEPHONE NO. ()	
STREET ADDRESS	CITY	ZIP CODE
PRINT NAME OF AUTHORIZED AGENCY/SCHOOL REPRESENTATIVE COMPLETING THIS FORM	TITLE	TELEPHONE NO. ()

SECTION 3A: COMPLETE FOR ACTIVITY OTHER THAN A SIP		
WTW ACTIVITY ATTENDING	DATE WTW ACTIVITY BEGAN	DATE WTW ACTIVITY ENDS
Is the participant making satisfactory progress in the program? (MH/SUD providers DO NOT answer) <input type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Check here if the participant is on a variable schedule. Please note that for families on a variable schedule, additional information may be required on a monthly basis. Please attach schedule.		
<input type="checkbox"/> Check here if the participant is on a set schedule. Please attach class/activity schedule indicating the exact in and out hours.		

SECTION 3B: COMPLETE IF THE ACTIVITY IS FOR A SIP (NOTE: SIP DETERMINATION IS MADE BY GAIN ONLY)			
NAME OF PROGRAM/ MAJOR (AT CURRENT INSTITUTION)	DATE ENROLLED IN PROGRAM/ MAJOR	CURRENT CLASS START DATE	EXPECTED COMPLETION/TRANSFER DATE
EXPECTED TO TRANSFER <input type="checkbox"/> Yes <input type="checkbox"/> No	EXPECTED COMPLETION DATE OF PROGRAM (AFTER TRANSFER)		ULTIMATE DEGREE MAJOR
A. Is the participant enrolled in a Degree, Certificate, or Training program <u>or</u> a post-baccalaureate California teaching credential major at this facility? <input type="checkbox"/> Yes <input type="checkbox"/> No			
B. Is the participant making satisfactory progress in the program? <input type="checkbox"/> Yes <input type="checkbox"/> No			
C. Is the program likely to lead to employment? <input type="checkbox"/> Yes <input type="checkbox"/> No			

SIGNATURE OF AUTHORIZED AGENCY/SCHOOL REPRESENTATIVE _____ DATE _____ AGENCY/SCHOOL OFFICIAL STAMP _____

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

SERVICE PROVIDER REFERRAL

GAIN REGIONAL OFFICE	

PARTICIPANT NAME	

CASE NUMBER/PID/AID	DATE:

DEAR

YOU HAVE AN APPOINTMENT ON _____ AT _____ TO:

- () ENROLL IN _____
- () BEGIN JOB SERVICES
- () BEGIN YOUR VOCATIONAL ASSESSMENT
- () CONTINUE YOUR PREVIOUS VOCATIONAL ASSESSMENT
- () COMPLETE YOUR POST-EMPLOYMENT CAREER ASSESSMENT
- () BEGIN YOUR THIRD PARTY ASSESSMENT
- () BEGIN YOUR VOCATIONAL REASSESSMENT

YOUR APPOINTMENT IS WITH:

LOCATED AT:

TAKE THIS FORM WITH YOU TO INTRODUCE AND PROVIDE INFORMATION ABOUT YOURSELF. ALSO, IF YOU HAVE PROOF OF YOUR SELECTIVE SERVICE REGISTRATION NUMBER, PLEASE TAKE IT WITH YOU.

IT IS IMPORTANT FOR YOU TO KEEP THIS APPOINTMENT. IF, FOR ANY REASON YOU CAN'T KEEP THE APPOINTMENT, CONTACT ME IMMEDIATELY.

GAIN SERVICES WORKER:	FILE NO:	TELEPHONE NO:
-----------------------	----------	---------------

INFORMATION FOR THE SERVICE PROVIDER

- **SECTION A**, ON THE SECOND PAGE OF THIS FORM, GIVES YOU INFORMATION ABOUT THIS GAIN PARTICIPANT.
- **SECTION B** OR **SECTION C**, ON THE SECOND PAGE OF THIS FORM, IS TO BE COMPLETED BY YOU AND RETURNED BY YOU OR THE PARTICIPANT TO THE GAIN OFFICE LISTED ABOVE WITHIN EIGHT WORKDAYS OF ENROLLING IN YOUR PROGRAM
- IF YOU HAVE ANY QUESTIONS, PLEASE CALL THE GAIN SERVICES WORKER AT THE NUMBER LISTED ABOVE. THANK YOU FOR YOUR ASSISTANCE.

SECTION A – COMPLETED BY GSW		GAIN REGIONAL OFFICE:		GSW:			
PARTICIPANT NAME:			CALWORKS CASE NUMBER: _____				
RESIDENCE ADDRESS:							
MAILING ADDRESS:							
TELEPHONE:		BIRTHDATE:		SEX: <input type="checkbox"/> M <input type="checkbox"/> F			
PRIMARY LANGUAGE:							
LEGAL RIGHT TO WORK IN U.S.: <input type="checkbox"/> YES <input type="checkbox"/> NO			CITIZEN: <input type="checkbox"/> YES <input type="checkbox"/> NO				
CALWORKS MONTHS USED : _____ MONTHS			PARTICIPATION LIMITED TO 20 HOURS PER WEEK <input type="checkbox"/>				
HIGH SCHOLL DIPLOMA/GED: _____			POOR WORK HISTORY <input type="checkbox"/>				
REFERRED TO SPECIALIZED SUPPORTIVE SERVICES (Y/N): _____							
ADDITIONAL COMMENTS:							
I CERTIFY THAT THE ABOVE DATA HAS BEEN VERIFIED/DOCUMENTED BY AN EMPLOYEE OF THE LOS ANGELES COUNTY DEPARTMENT OF PUBLIC SOCIAL SERVICES. THE DEPARTMENT CERTIFIES THAT THIS INDIVIDUAL HAS PROVIDED DOCUMENTATION THAT HE/SHE IS LEGALLY ENTITLED TO WORK IN THE U.S.							
GSW SIGNATURE:		DATE:		TELEPHONE:			
I AUTHORIZE THE EXCHANGE OF PERTINENT GAIN/CALWORKS INFORMATION BETWEEN DPSS, STATE, AND FEDERAL AGENCIES OR THEIR REPRESENTATIVES FOR MONITORING, HEARINGS AND/OR AUDITING PURPOSES.							
_____ GAIN PARTICIPANT SIGNATURE							
SECTION B – COMPLETED BY EDUCATION/TRAINING PROVIDER							
NAME OF SCHOOL/FACILITY:			SCHOOL/FACILITY ADDRESS:				
<input type="checkbox"/> NOT ACCEPTED BECAUSE: _____							
NAME OF PROGRAM: _____		DATE ENROLLED/REGISTERED: _____					
START DATE: _____		EXPECTED COMPLETION DATE: _____		HRS. PER WEEK: _____			
SCHEDULE: CLASS HOURS (SHOW A.M. OR P.M.)							
SUBJECT	UNITS	MON	TUE	WED	THU	FRI	SAT
PLEASE SPECIFY IF ANY OF THE FOLLOWING RESOURCES ARE AVAILABLE FROM YOUR FACILITY:							
<input type="checkbox"/> CHILD CARE: SOURCE/AMT: _____							
<input type="checkbox"/> TRANSPORTATION: SOURCE/AMT: _____							
<input type="checkbox"/> ANCILLARY EXPENSES (BOOKS, TOOLS, FEES, ETC.): SOURCE/AMT: _____							
PERSON COMPLETING THIS FORM: _____				DATE: _____			
POSITION: _____				TELEPHONE: _____			
SECTION C – COMPLETED BY COE/JS OR VOCATIONAL ASSESSOR							
<input type="checkbox"/> COE/JS OFFICE: _____				OR VOCATIONAL ASSESSOR: _____			
START DATE: _____				EXPECTED COMPLETION DATE: _____			
PERSON COMPLETING THIS FORM: _____				DATE: _____			
POSITION: _____				TELEPHONE: _____			

County of Los Angeles

Department of Public Social Services

NOTIFICATION OF CHANGE FROM SERVICE PROVIDER

DATE:

TO:	GAIN Services Worker:	Worker ID Number:	GAIN Regional Office/CalWORKs District Office:
	Address:		
FROM:	Service Provider Name:	Contact Person:	Service Provider ID Number:
	Address:		
	Email:	Telephone Number:	
PARTICIPANT INFORMATION			
Participant Name:		Case Number:	
Address:		GAIN Activity:	

SECTION A - ENROLLMENT DATE/GAIN ACTIVITY START DATE INFORMATION
<input type="checkbox"/> Enrollment date rescheduled to _____ <input type="checkbox"/> Activity start date rescheduled to _____ <input type="checkbox"/> Enrollment not completed. Explain: _____ Rescheduled to _____ <input type="checkbox"/> Other enrollment/start date information _____
SECTION B - CHANGE IN CLASS/TRAINING/SERVICE SCHEDULE
Education Service Providers <input type="checkbox"/> New schedule attached <input type="checkbox"/> No longer enrolled as of _____ Reason for exit/drop: _____ (date) <input type="checkbox"/> Dropped below reported units and/hours. New units/hours: _____
SECTION C - ASSESSMENT INFORMATION
<input type="checkbox"/> Assessment appointment date rescheduled to _____ <input type="checkbox"/> Assessment not completed. Explain: _____ Rescheduled to _____

SECTION D - EMPLOYMENT INFORMATION		
<input type="checkbox"/> Participant obtained employment during the GAIN activity/course. <input type="checkbox"/> Participant obtained employment following the completion of the GAIN activity/course. <input type="checkbox"/> Participant refused job offer. Employer Name: _____ Address: _____ Start Date: _____ Salary: \$ _____ Hours Per Week: _____		
<input type="checkbox"/> SDI <input type="checkbox"/> FICA <input type="checkbox"/> Health Insurance: \$ _____ /mo. <input type="checkbox"/> Union Dues: \$ _____ /mo. <input type="checkbox"/> Retirement: \$ _____ /mo. <input type="checkbox"/> Other: _____ (specify type/amount)		
SECTION E - COMPLETION/PROGRESS/ATTENDANCE INFORMATION		
<input type="checkbox"/> Participant successfully completed GAIN activity/course/services on _____ <input type="checkbox"/> Activity/course/service completion date should be extended to _____ Explain: _____ <input type="checkbox"/> Participant not meeting attendance standards. Specify: _____ _____ <input type="checkbox"/> Participant not satisfactorily progressing in activity/course/services. Explain: _____ _____ <input type="checkbox"/> Recommend other GAIN activity/course/service. Explain: _____ _____		
SECTION F - SUPPORTIVE SERVICES NEEDS		
Participant needs assistance with: <input type="checkbox"/> Child Care <input type="checkbox"/> Transportation <input type="checkbox"/> Personal Counseling. Explain: _____ <input type="checkbox"/> Work Related/Ancillary Expenses. Explain: _____		
SECTION G - OTHER INFORMATION		
Participant now has available funding source from: <input type="checkbox"/> ADA <input type="checkbox"/> JTPA <input type="checkbox"/> PELL Grant <input type="checkbox"/> Other (specify) _____ <input type="checkbox"/> Other Information _____		
Print Name of Service Provider:	Signature:	Title:

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

SERVICE PROVIDER CANCELLATION/STOP NOTICE

ADDRESS REPLY TO:	
GAIN REGIONAL OFFICE	
PARTICIPANT NAME:	CASE NUMBER:
SOCIAL SECURITY NUMBER:	DATE:
CHILD NAME:	

DEAR SERVICE PROVIDER:

EFFECTIVE _____, THE ABOVE-NAMED GAIN PARTICIPANT IS NO LONGER ELIGIBLE TO RECEIVE THE FOLLOWING GAIN ACTIVITY/SUPPORTIVE SERVICE WHICH YOU HAVE BEEN PROVIDING TO HIM/HER. PLEASE STOP YOUR PROVISION OF

THE REASON FOR THIS REQUEST FOR CANCELLATION OF SERVICES TO THE PARTICIPANT IS DUE TO HIS/HER:

IF YOU ARE CONTINUING TO RECEIVE CHILD CARE PAYMENTS FOR THE CHILD(REN) OF THIS PARTICIPANT, PLEASE DISREGARD THIS NOTICE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE OR YOUR CHILD CARE PAYMENT, PLEASE CONTACT:

AT

GAIN CASE MANAGER

TELEPHONE NUMBER

GAIN VOCATIONAL/CAREER ASSESSMENT DISPOSITION

IDENTIFICATION INFORMATION		
To:	From:	
GSW:	Contact:	
File No: Telephone:	Prov. ID: Telephone:	
CASE INFORMATION		
Participant Name:	Case Number:	
Date Participant was Last Seen by this Assessor:		
ASSESSMENT DISPOSITION		
A. COMPLETED ASSESSMENT (Attach Employment Plan)		Payment Type
<input type="checkbox"/> Full Assessment	Completion of entire assessment process, completion of WtW/career plan, and completion of barriers screening.	FULL
<input type="checkbox"/> Second Half Assessment	Completion of second half of the assessment process, completion of WtW/career plan, and completion of barriers screening.	PARTIAL
<input type="checkbox"/> Reassessment	Completion of a review of the initial WtW plan, any additional testing required, and completion of a new WtW plan. Also completion of barriers screening if required.	PARTIAL
<input type="checkbox"/> Third-Party Referral Needed	Completion of the assessment process except for signing of the employment plan due to a disagreement between the participant and the assessor.	FULL
B. PARTIAL ASSESSMENT (Attach Partial Assessment Form)		
<input type="checkbox"/> Partial Assessment (Partial Payment)	Referred for initial assessment but only partial completed the assessment process (information gathering and testing).	PARTIAL
C. THIRD-PARTY ASSESSMENT (Attach Third-Party Assessment Resolution Form)		
<input type="checkbox"/> Third-Party Assessment Resolved	Completion of the assessment process by resolving disagreement between original assessor and participant. Participant agrees to sign WtW plan.	PARTIAL
SIGNATURE AND DATE		
Assessor's Signature: _____		Date: _____

**GAIN VOCATIONAL ASSESSMENT SUMMARY
 AND EMPLOYMENT PLAN**

PARTICIPANT INFORMATION

Participant Name: _____ Case Number/PID: _____
 Remaining Time on CalWORKs (In Months) _____, as of: _____.

EMPLOYMENT GOAL 1 (Note: The participant has the option to pursue either employment goal 1 or 2.)

Occupational Title: _____ OES: _____ Demand Occ.

Post-Assessment Activities Wage Range: From _____ To _____ Per Hour

Type of Activity	Concurrent	Duration	Educational Services
1. _____	<input type="checkbox"/>	_____	_____
2. _____	<input type="checkbox"/>	_____	_____
3. _____	<input type="checkbox"/>	_____	_____
4. _____	<input type="checkbox"/>	_____	_____
5. _____	<input type="checkbox"/>	_____	_____

Specific Objectives (Recommended steps to attain employment goal 1)

- _____
- _____
- _____
- _____
- _____

EMPLOYMENT GOAL 2 (Note: The participant has the option to pursue either employment goal 1 or 2.)

Occupational Title: _____ OES: _____ Demand Occ.

Post-Assessment Activities Wage Range: From _____ To _____ Per Hour

Type of Activity	Concurrent	Duration	Educational Services
1. _____	<input type="checkbox"/>	_____	_____
2. _____	<input type="checkbox"/>	_____	_____
3. _____	<input type="checkbox"/>	_____	_____
4. _____	<input type="checkbox"/>	_____	_____
5. _____	<input type="checkbox"/>	_____	_____

Specific Objectives (Recommended steps to attain employment goal 2)

- _____
- _____
- _____
- _____
- _____

**GAIN VOCATIONAL ASSESSMENT SUMMARY
AND EMPLOYMENT PLAN**

PARTICIPANT INFORMATION	
Participant Name:	Case Number/PID:
RELEASE OF INFORMATION To the Participant: The information contained on this page is confidential and is provided to the County of Los Angeles or its contracted case management agencies for its use in developing or changing your Welfare-to-Work plan. It may also be provided to a third-party assessment agency to resolve a dispute regarding this plan. It is understood that these parties will not disclose this information to any other party without your written consent.	
SPECIAL NEEDS/CONFIDENTIAL INFORMATION	
A. <u>Specialized Supportive Services:</u>	
B. <u>Legal Barriers Disclosure:</u>	
C. <u>Learning Disability Screening Recommended:</u> YES <input type="checkbox"/> NO <input type="checkbox"/>	
D. <u>Other Sensitive Information:</u>	
Confidentiality Notice: The information contained on this page is the property of the County of Los Angeles and may be protected by County, State and Federal laws governing disclosure of private information. It is intended solely for the use of the County of Los Angeles and its designees. Please do not distribute this page of the Employment Plan without permission. If you are not the intended recipient of this document, you are hereby notified that reading, copying or distributing this page is STRICTLY PROHIBITED. The sender has not waived any applicable privilege by disclosing this page to you. If you have received this page in error, please notify the sender immediately that you are in possession of this page and either return this page and all copies to the sender or shred this page and all copies immediately as instructed by the sender. Thank you.	

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**PROGRESS REPORT - EDUCATION/TRAINING/POST-EMPLOYMENT SERVICES/
 WORK EXPERIENCE AND COMMUNITY SERVICES PROGRAM**

Participant Name/Address:	GAIN Regional Office Address:	
	Fax Number:	
(Service Type & Activity Number Program Description)	GSW Name:	Phone Number:
Agency/School Name:	GSW ID:	
Report Period From:	To:	Report Due:

This progress report is a required document that needs to be completed and turned in timely. Failure to provide this form by the due date may affect your cash aid. If you have any questions, please contact your GAIN Services Worker.

Please forward this form to your agency or school's CalWORKs office for completion. Email, mail, fax or walk-in this completed form to your GAIN Services Worker by the due date indicated above.

SECTION A: TO BE COMPLETED BY YOUR AGENCY or SCHOOL		
Making Satisfactory Progress in Overall Program: <input type="checkbox"/> Yes <input type="checkbox"/> No	Print Name of Agency/School Official Completing Form:	Official Agency/School Stamp:
If no, explain: _____	Title of Agency/School Official Completing Form:	
_____	Telephone Number:	
_____	Email:	
_____	Fax Number:	
Meeting Attendance Standard: <input type="checkbox"/> Yes <input type="checkbox"/> No	Signature of Agency/School Official Completing Form:	Date:

SECTION B: TO BE COMPLETED BY THE PARTICIPANT		
<ul style="list-style-type: none"> If your school does not have a CalWORKs Office available, attach your recent transcript or report card to this progress report and submit to your GAIN Services Worker by the due date indicated above. If your service provider is unable to complete this form and you do not have your recent transcripts or report card, call your GAIN Services Worker to make an appointment to complete an affidavit of temporary declaration. 		
I understand that any deliberate misrepresentation of the above information may result in a penalty which can reduce the amount of my aid or cause me to become ineligible for cash aid. I also authorize the release of the above information to the County of Los Angeles, Department of Public Social Services by the service provider.		
Participant Signature:	Telephone Number:	Date:

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

Monthly Attendance Report Form

Report for the Month of 20

Participant Address

GAIN/REP Office Address	
Participant Name:	
Case Number:	Date:

In order to make sure that we provide you with transportation and other services, we need you to record your monthly attendance in each of your Welfare-to-Work Activities. In the boxes below, tell us about your Welfare-to-Work Activities listed below for the month of _____ Year _____. Please give this form to your service provider listed so they can verify your hours. Return this form to your GAIN Services Worker/REP Case Manager (GSW/RCM) on or before _____. Failure to provide this form by the due date may affect your eligibility to receive transportation and other services. If you have any questions, please contact your GSW/RCM.

GSW/RCM Name:	File Number:	GSW/RCM Phone:	Fax:
---------------	--------------	----------------	------

Please record hours of attendance and excused absences. If absent please write reason for absence and attach verification.

Activity: _____ Scheduled Hours: _____

Provider #1:

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours																
Day	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Hours																

* Colleges verify enrollment only

Provider #1 Stamp:

Contact Name: _____ Title: _____

Phone: _____ Signature _____ Date: _____

- I still need transportation child care and/or other services
 I am requesting to begin receiving transportation child care and/or other services

One Stamp per Provider

Absence Reporting

Date(s)	Hours absent	Reason(s) you did not Attend	County use only: Number of hours GSW validates and lists source

Activity: _____ Scheduled Hours: _____

Provider #2:

Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hours																
Day	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
Hours																

* Colleges verify enrollment only

Provider #2 Stamp:

Contact Name: _____ Title: _____

Phone: _____ Signature _____ Date: _____

- I still need transportation child care and/or other services
 I am requesting to begin receiving transportation child care and/or other services

One Stamp per Provider

Absence Reporting

Date(s)	Hours absent	Reason(s) you did not Attend	County use only: Number of hours GSW validates and lists source

I hereby certify the information listed above is true and correct. In addition, I authorize the release of information to DPSS/State/Federal agencies for purposes of auditing, monitoring and verifying information.

Participant Signature: _____ Date: _____

GN6365(07/14)Revised

THIS FORM IS REQUIRED EACH MONTH TO VERIFY YOUR PARTICIPATION
Example and Instructions

Activity: Vocational Training (Clerical Program)													Scheduled Hours: 30				
Provider: Valley College																	
A	Day	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	Hours	H	6			6	6		6	6			6	6	6	6	8
	Day	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
	Hours			H	6	6	6	8			8	6	6	6	6		122
* Colleges verify enrollment only													Provider Stamp:				
B	Contact Name: <u>Jane Doe</u>										Title: <u>CalWORKs Coordinator</u>						
	Phone: <u>(888) 891-8923</u>										Signature: <u>Jane Doe</u> Date: <u>1/31/09</u>						
C	<input type="checkbox"/> I still need <input type="checkbox"/> transportation <input type="checkbox"/> child care and/or <input type="checkbox"/> other services <input type="checkbox"/> I am requesting to begin receiving <input type="checkbox"/> transportation <input type="checkbox"/> child care and/or <input type="checkbox"/> other services																
	Absence Reporting																
D	Date(s)	Hour(s) absent					Reason(s) you did not Attend										
	1/7/09	6					Child was sick										
	1/1/09 & 1/19/09	12					School Holiday										

One Stamp per Provider

E

INSTRUCTIONS - PARTICIPANT

Section A	Reporting Hours	Write the actual hours you attended your education/training activity each day in an hour and minute format. For example: Write 1:30 to indicate 1 hour and 30 minutes. <i>Do not write 1.5 to indicate 1 hour and 30 minutes.</i>
	Study Time	<ul style="list-style-type: none"> Separate your study time from your class time. If the study time is supervised, then attach verification of the supervised study time. Makes copies of this form if you need additional space.
Section C	Transportation/ Child Care	Request any services you need.
Section D	Reporting Absence(s)	<ul style="list-style-type: none"> Write down the date(s) and reason(s) you did not attend on a schedule date. Attach written <u>verification of absences</u>. <p>Note: Verification can include a doctor statement, a provider statement or a personal note signed by you explaining the reason for the absence.</p> <p><u>Types of excused absences:</u> absences approved by your activity provider; Holidays observed by the school administrators/provider; Medical appointments for you or your children; Appointment with Eligibility or GAIN Services Workers; No child care or transportation problems; School appointments; Job interviews; Illness for you or your children; Family issues such as death in family, domestic violence, etc.</p>
Verification of Information		Once you have completely filled in your hours of participation: 1. Sign and date the form. 2. Submit form to the CalWORKs Office in your school or training provider for signature.
What's next?		Once the provider completes Section B and E, if they did not fax the form to your GAIN Services Worker (GSW), return the completed form to your GSW by the due date indicated on the front of the form.

INSTRUCTIONS - PROVIDER

Section B and E	Please review form with participant and complete sections B and E. Once completed, the form may be faxed or returned to the participant. Only one stamp per provider is needed.
-----------------	---

GN 6365 Back (7/14)

ATTENDING MULTIPLE SCHOOLS FORM

Participant Name/Address:	GAIN Regional Office Address:	
	GSW Name:	Worker ID:
	Phone Number:	Fax Number:
	(Activity and Program Name)	Case Number:
Primary School/Institution Name:		

Turn in this completed form to your GAIN Services Worker by: _____

SECTION A: TO BE COMPLETED BY THE PARTICIPANT

I authorize my school/institution to release the following information to the County of Los Angeles, Department of Public Social Services.

Participant Signature:	Telephone Number:	Date:
------------------------	-------------------	-------

Please give this form to your additional school or institution for completion.

SECTION B: TO BE COMPLETED BY THE GSW

Attach a copy of the GN 6014, GAIN Vocational Assessment Summary and Employment Plan for all Post-Assessment activities.

SECTION C: TO BE COMPLETED BY THE ADDITIONAL SCHOOL or INSTITUTION

You have been identified, by the above student, as his/her additional school/institution. In addition to taking courses in the assigned or approved school, the student is also taking a course(s) in your school that may satisfy the student's welfare-to-work requirements. Your assistance is needed in completing this form.

Name of Additional School/Institution: _____ Official School/Institution Stamp

Program/Course(s) : _____

Start Date: _____ Expected End Date: _____ Scheduled Hours per Week: _____
Month/Day/Year Month/Day/Year

Please attach a copy of current class schedule

Print Name of School/Institution Official Completing Form:	Title of School/Institution Official Completing Form:	
Telephone Number:	Email:	
Fax Number:	Signature of School/Institution Official Completing Form:	Date:

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

POST-EMPLOYMENT SERVICES LETTER

Participant Address

Date: _____
Participant Name: _____
Case Number: _____
GAIN/REP Worker: _____
GSW/REP File/ID Number: _____
Worker Phone Number: _____
Address: _____

Dear _____,

Congratulations on your new job!!!

As a GAIN/REP participant who is employed, you are eligible to receive continued case management through Post-Employment Services under the GAIN/REP program. Please place a check mark by the type of service(s) you would like to receive.

- Transportation payments for your job and education/training or Substance Use Disorder/Mental Health/Domestic Violence also known as Specialized Supportive Services activity
- Work-Related/Ancillary expenses for your job and education/training or Specialized Supportive Services activity, including but not limited to one-time clothing allowance, books and supplies
- Specialized Supportive Services to help you keep your job
- Child Care Services to cover child care costs while you work, attend school/training or participate in a Specialized Supportive Services activity
- Job Retention Services so that you can keep your job longer
- Earned Income Tax Credit Counseling
- Career Assessment to evaluate your employable skills
- Job Skills Training to enhance your earning potential toward independence
- Education development to enhance your career opportunities
- Work Experience to make you more employable
- One-on-one mentoring
- ALL SERVICES DECLINED / NO SERVICES REQUESTED AT THIS TIME**

Please continue to provide verification of your employment (paystubs or Monthly Earnings Report) as scheduled, to continue receiving the services selected above.

If you are no longer employed, you must contact your GAIN Services Worker/REP Case Manager immediately to avoid being overpaid for child care, work-related/ancillary and/or transportation services.

GN 6010.9B (7/16)



LRS EMPLOYEE INFORMATION SHEET

USER INFORMATION

Current Date

DPSS Employee ID	NON-DPSS/CONTRACTOR ID				
Classification Title		Worker ID	Requested Action	Change Reason	Effective Date
			Select	Select	
Last Name	First Name	MI	Suffix		
Office Name	Assign Program	Department	Office	Unit	
Select	Select	Select			

NON DPSS-CONTRACTED STAFF

Agency Name- Group A	Agency Name - Group B		
Select	Select		
Agency Name	Agency Location		
<p>I understand and agree that any or all uses or access of the LRS System, authorized or unauthorized, constitutes consent of its usage and data to be monitored, interrupted, recorded, read, copied or captured and disclosed in any manner for any lawful or authorized purpose, including in a disciplinary or civil action and criminal prosecution.</p>			
Signature	Date	Phone	E-mail

DPSS-SECURITY ASSIGNMENT

(DPSS) LINE STAFF	(DPSS) CO-LOCATED AND CONTRACTED STAFF
Select	Select
(DPSS) NON-LINE STAFF	(DPSS) CONFIDENTIALITY STAFF - USE ONLY
Select	Select

NON DPSS-SECURITY ASSIGNMENT

NON-DPSS DEPARTMENTS-STAFF	NON-DPSS CONTRACTED STAFF
Select	Select

Addition Information/Duties

Supervisor Signature	Last Name	First Name	Title
	Signature	Date	Phone
Section Heads Signature	Last Name	First Name	Title
	Signature	Date	Phone

Reset Form

Print Form

Help Desk/Centralized Security USE ONLY

Status	Denial Reason	
Help Desk/Central Security Personnel	Date	Signature

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**LEADER Replacement System User Security and
Confidentiality Agreement**

This Agreement applies to all employees, contractors, subcontractors, volunteers, and other authorized users of the Los Angeles County (County) Department of Public Social Services (DPSS) LEADER Replacement System (LRS)*, whether permanent, temporary, part-time, or in any other status. Only authorized users are permitted to use the LRS. This comprises the entire Agreement between the user and DPSS and supersedes any prior agreements pertaining to the subject matter herein.

As an authorized user of the LRS, I agree to the following:

1. The LRS is the property of the County. I will use the LRS for only those specific County and Department approved business purposes for which I am authorized and in accordance with my Department's policies, standards, and procedures. Personal, non-County business, and/or unauthorized use or access of the LRS or LRS information is forbidden.
2. I will have access to confidential public social services applicant and participant information for which there is an expectation of privacy. I shall protect, secure, and keep confidential all such information in compliance with all applicable federal, state, and local laws, rules, regulations, ordinances, guidelines, directives, policies, and procedures relating to confidentiality and information security, as well as County and Department guidelines, directives, policies, and procedures relating to same. I shall not send, disseminate, or otherwise expose or disclose to any person or organization, any personal and/or confidential information, unless specifically authorized to do so by County management. I agree to forward all requests for the disclosure or release of any LRS information or data received by me to my immediate supervisor or manager.
3. I will not subvert or bypass any security measures which have been implemented in order to control or restrict access to the LRS nor will I attempt to use the LRS in order to gain unauthorized access to any other computer systems or networks.
4. I am responsible for maintaining the secrecy of my LRS account and password, and I am fully responsible for all activities that occur with my account and password. I will not permit others to use my account or password in order to access the LRS. I shall not keep or maintain any unsecured record of my password, whether on paper, in an electronic file, or otherwise. I will immediately notify my immediate supervisor, manager, or Local Security Officer (LSO)** of any unauthorized use of my account or password, and will change my password immediately.
5. I will not leave my workstation unattended while in active logon status to the LRS. When I leave my LRS workstation, I will either lock the workstation or logoff from the LRS.
6. I shall notify the County Department's Help Desk upon the discovery of an actual or suspected security breach of the LRS.
7. I am responsible for the data I enter into the LRS. Only data that I believe to be correct may be entered into the LRS. I must notify my immediate supervisor, and if necessary, my chain of command, if I am ever requested to knowingly enter incorrect data.
8. It is illegal for me to knowingly access the LRS to add, delete, alter, damage, destroy, copy or otherwise use the LRS or LRS data in order to defraud, deceive, extort, or control data for wrongful personal gain or any other unlawful purpose.
9. I am not permitted to access, copy, or disclose any software, code, data, information, or related documentation from the LRS to any individual or organization without specific written DPSS management authorization.

LEADER Replacement System
User Security and Confidentiality Agreement, Page 2

10. My activities related to access and use of the LRS may be monitored or investigated by authorized persons at any time for any lawful or authorized purpose, including in a disciplinary or civil action and criminal prosecution, without notice or consent.

I recognize that my failure to abide by this Agreement and fulfill my security and confidentiality responsibilities could result in the abuse of County and LRS information resources and data, and that the County may hold me responsible for such abuse. Wrongful access, inspection, use or disclosure of confidential LRS information for personal gain, curiosity, or any non-business related reason is a crime under State and federal laws, including, but not limited to, the provisions of California Penal Code Section 502(c).

I further understand that my non-compliance with any provision of this Agreement may result in disciplinary action and other actions (e.g., suspension, discharge, denial of access, and termination of contracts) as well as both civil and criminal penalties and that the County may seek all possible legal redress.

**The LEADER Replacement System is the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting Replacement System, which is a system that is managed by DPSS and is used to determine eligibility for certain County administered programs.*

**The Local Security Officer (LSO) is the person responsible for the administration of security policies at the local office level as well as the security maintenance of the local site's user accounts.*

I HAVE READ THIS AGREEMENT AND HAVE TAKEN DUE TIME TO CONSIDER IT PRIOR TO SIGNING. I UNDERSTAND THIS ENTIRE LEADER REPLACEMENT SYSTEM USER SECURITY AND CONFIDENTIALITY AGREEMENT AND AGREE TO ABIDE BY ALL OF ITS PROVISIONS:

_____ Employee/Contractor Name (Print)	_____ Signature	_____ Date
_____ County Employee Number	_____ Contractor Identification Number	
_____ Witness (Immediate Supervisor) (Print)	_____ Signature	_____ Date
_____ Manager/Office Head (Print)	_____ Signature	_____ Date

REFERENCES

- Board of Supervisors Policy #6.100, Information Technology and Security Policy
- Board of Supervisors Policy #6.101, Use of County Information Technology Resources
- Board of Supervisors Policy #6.101a, County of Los Angeles Agreement for Acceptable Use and Confidentiality of County Information Technology Resources
- Board of Supervisors Policy #6.102, Countywide Antivirus Security Policy
- Board of Supervisors Policy #6.109, Security Incident Reporting
- Board of Supervisors Policy #6.110, Protection of Information on Portable Computing Devices
- California Penal Code 502(c)
- California Welfare and Institutions Code 827
- California Welfare and Institutions Code 10850

Distribution:
Original to Central Personnel Folder
One copy to Office Personnel Folder
One copy to Employee/User

06.08.2013

CONTRACTOR'S BUDGET

DRAFT

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY CONTRACT DIRECTOR:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

SUPERVISING COUNTY CONTRACT ADMINISTRATOR (SCCA):

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT ADMINISTRATOR (CCA):

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT PROGRAM MANAGER:

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR (CPM):

Name: _____
Title: _____
Address: _____
Telephone: _____ Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____
CONTRACT NO: _____
CONTRACTOR'S PROJECT MANAGER: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name of College _____
Contract Number _____

Community College CaWORKs Program
MONTHLY INVOICE

Report Month: _____ Contract Period: _____

Invoice Number: _____ Contractor Telephone No: _____

Contractor Address: _____

Invoice Amount: \$ _____

Contractor's Authorizing Name (Print)

Contractor's Authorizing Signature

Date

FOR DPSS USE ONLY:

County Contract Administrator (CCA) Signature

Date

COMMENTS:

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR'S EEO CERTIFICATION

 Contractor Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed 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, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self-analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

 Authorized Official's Printed Name and Title

 Authorized Official's Signature

 Date

**BIDDER'S/OFFEROR'S NON-DISCRIMINATION
IN-SERVICE STATEMENT**

Proposer'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 proposer 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, gender, 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.

PROPOSER'S CERTIFICATION

- | | |
|--|--------------|
| | (circle one) |
| • The Proposer has a written policy statement prohibiting discrimination in providing services and benefits. | Yes No |
| • The Proposer periodically monitors the equal provision of services to ensure nondiscrimination. | Yes No |
| • Where problem areas are identified in equal provisions of services and benefits, the Propose has a system for taking reasonable corrective action within a specified length of time. | Yes No |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2016)

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.

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 whose wages 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 2016 are less than \$53,505 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 give an employee a Form W-2 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 you give an employee a substitute Form W-2, but it 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, 2017.

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 download copies of the notice at www.irs.gov/formspubs. Or you can go to www.irs.gov/orderforms to order it.

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 Pub. 596, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

An eligible employee claims the EIC on his or her 2016 tax return. Even an employee who has no tax withheld from wages and owes no tax may claim the EIC and ask for a refund, but he or she must file a tax return to do so. For example, if an employee has no tax withheld in 2016 and owes no tax but is eligible for a credit of \$800, he or she must file a 2016 tax return to get the \$800 refund.

Notice **1015** (Rev. 12-2016)
Cat. No. 205991

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "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 such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION

Chapter 2.203.010 through 2.203.090

CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

BACKGROUND

There is keen public interest in preventing misuse of charitable contributions. California's "supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally an organization is subject of the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

9.20 It is not presently subject to the Act, but will comply if later activities make it subject, or,

10.20 If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit L).

In California, supervision of charities is the responsibility of the Attorney General whose website, <http://caag.stte.ca.us/>, contains much information helpful to regulated charitable organizations.

LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. Amended regulations are pending.) Links to all of these rules are at: <http://www.cnmsocal.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

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

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

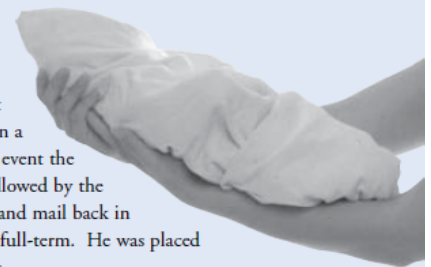
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. 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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

Los padres que cambien de opinión pueden comenzar 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 Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal*.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

- OR -

-
- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.2060.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Date:

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email Address:	
Solicitation/Contract for _____ Services		

PROPOSER CERTIFICATION

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposer acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that proposer or a member of his staff performing work under the proposed Contract will be in compliance. Proposer further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation of any resultant Contract, at the sole judgment of the County.

I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.

Print Name:	Title:
Signature:	Date:

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, County shall not contract with, and shall reject any proposals 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 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 number 1 serve as officers, principals, partners, or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the Contract; or
 - b. Participated in any way in developing the Contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Contractor's Name

Authorized Official's Signature

Authorized Official's Printed Name and Title

Date

Certification of Compliance with Data Security

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED
COVERED TRANSACTION (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility, and
Voluntary Exclusion - Lower Tiered Covered Transaction (45 C.F.R. Part 76)

1. This certification is material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Contractor shall provide immediate written notice to the person to whom this contract is submitted if at any time Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tiered covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.
4. Contractor agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department agency with which this transaction originated.
5. Contractor further agrees by submitting this contract that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction (45 C.F.R. Part 76),” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Contractor acknowledges that a participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED
COVERED TRANSACTION (45 C.F.R. PART 76)**

Contractor acknowledges that a participant may decide the methods and frequency by which it determines the eligibility of its principals. Contractor acknowledges that each participant may, but is not required to check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Expert for transactions authorized under Paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Contractor and/or its subcontractor(s) is or are unable to certify to any of the statements in this Certification, Contractor shall attach a written explanation to its contract in lieu of submitting this Certification. Contractor's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of Contractor and/or Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to this Contract.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED
COVERED TRANSACTION (45 C.F.R. PART 76)**

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part76).

Contractor hereby certifies that neither it nor any of its owners, officers, partners, directors, or other principals or subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from federally funded contracts by any federal department or agency.

Date: _____

Authorized Official's Signature

Authorized Official's Printed Name

Authorized Official's Title

- 2.202.010 Findings and declaration.**
- 2.202.020 Definitions.**
- 2.202.030 Determination of contractor non-responsibility.**
- 2.202.040 Debarment of contractors.**
- 2.202.050 Pre-emption.**
- 2.202.060 Severability.**
- 2.202.010 Findings and declarations.**

- A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.
- B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.
- C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."
- D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.
- E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.
- G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.
- H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.

(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

- A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is nonresponsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.
- B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission 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.
- C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.
- D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be

found nonresponsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

- A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.
- B. The county may debar a contractor if the county finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission 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.
- C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.
- D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.
- E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:
 - (1) The actual or potential harm or impact that results or may result from the wrongdoing.
 - (2) The frequency and/or number of incidents and/or duration of the wrongdoing.

- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.
- (5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.
- (6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.
- (7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.
- (8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.
- (9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.
- (10) Whether the wrongdoing was pervasive within a contractor's organization.
- (11) The positions held by the individuals involved in the wrongdoing.
- (12) Whether a contractor participated in, knew of, or tolerated the offense.
- (13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.
- (14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.
- (15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.
- (16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.
- (17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

- F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct

a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the 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 for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

- G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.
- H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors.

(Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)