COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY

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"To Enrich Lives Through Effective And Caring Service"

CYNTHIA D. BANKS
Interim Director

BOARD OF SUPERVISORS

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

May 31, 2005

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

Dear Supervisors:

**RECOMMENDATION TO APPROVE CalWORKs YOUTH JOBS FUNDING ALLOCATIONS
(ALL SUPERVISORIAL DISTRICTS (3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve Performance Incentive – Net County Cost (PI-NCC) funding allocations in the amount of $6,500,000, of which $6,275,988 will be used for contract service providers and $224,012 will be used for Community and Senior Services (CSS) administrative costs, as indicated on Attachment A, for the provision of CalWORKs Youth Jobs program services, effective date of Board approval through September 30, 2005.

2. Delegate authority to the Interim Director of CSS or designee, to negotiate and execute contracts, in substantially similar form to the attached contract (Attachment B), after County Counsel approval as to form, with CalWORKs Youth Jobs providers, listed on Attachment A, for the provision of CalWORKs Youth Jobs program services, effective date of Board approval through September 30, 2005. The cost of the contracts and administrative costs are fully financed by CalWORKs PI-NCC funds from the Department of Public Social Services (DPSS).

3. Authorize the rollover into of any unspent PI-NCC funds allocated for Youth Jobs start-up activities in FY 2004-05 into FY 2005-06. The total maximum CalWORKS Youth Jobs funding from the date of Board approval through September 30, 2005 shall not exceed $6.5 million.

4. Delegate authority to the Interim Director of CSS or designee, to execute contract amendments in substantially similar form to Attachment C, to increase or decrease contract amounts based on contractor performance and availability of funding provided that: (a) the amount of change does not exceed 15% of the original contract amount; (b) approval of County Counsel, the Chief Administrative Office (CAO) and DPSS is obtained prior to any such amendment; and (c) the CSS Interim Director confirms in writing to the Board of Supervisors, the CAO and DPSS within 30 days after execution that such amendments have been executed. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

CSS is the lead agency for the CalWORKs Youth Jobs Program (Long Term Family Self-Sufficiency Project #23) and receives CalWORKs PI-NCC Funds from DPSS to administer the Program.

The CalWORKs Youth Jobs Program is a paid work experience program offered during the youth's school break and is designed to help CalWORKs youth move down the path to self-sufficiency and to enhance the Workforce Investment Act (WIA) Youth Program.

Continued Funding for CalWORKs Youth Jobs

On June 21, 2004, the Department of Public Social Services (DPSS) presented a board letter that included a recommendation for the allocation of Performance Incentive funds. As your Board has identified maintenance of the Youth Jobs program as a major priority, one of the funding recommendations forwarded by DPSS was the funding of the CalWORKs Youth Jobs Program for FY 2005-06 in the amount of $6.5 million for the provision of Youth Jobs services for the summer of 2005.

Your Board subsequently approved DPSS' $6.5 million funding recommendation with the provision that up to $650,000 would be allowed for preparatory/start up costs but stipulating that start up costs would be taken from the initial $6.5 million, and not be in addition to that amount. The preparatory/start up costs activities would commence as of the date of Board approval through June 30, 2005.

Performance Measures

The CalWORKs Youth Jobs Program performance evaluation is aligned with the County's Performance Counts Initiative. The standard of performance measurement for

program effectiveness is indicated by youth achieving one of the following positive outcomes:

- Youth remained/returned to school;
- Youth obtained high school diploma/GED; or
- Youth found unsubsidized employment

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goals of Service Excellence and Organizational Effectiveness.

FISCAL IMPACT/FINANCING

Funding for the CalWORKs Youth Jobs program is made available by your Board's June 21, 2004 adoption of the consensus recommendations of the Stakeholders, consisting of representatives from DPSS, the Chief Administrative Office (CAO), New Directions Task force, Public Social Services Commission, and the Community Planning Group.

The projected cost for the CalWORKs Youth Jobs program for the term of the contract (date of Board approval through September 30, 2005) is $6,500,000, fully funded with PI-NCC in the amounts of $650,000 for start-up activities ending June 30, 2005 and $5,850,000 for FY 2005-06. A breakdown of the costs is provided below:

LWIAs (Excluding Los Angeles County)	$ 4,050,145
Los Angeles County Workforce Investment Area Service Providers (Attachment A, Page 2)	$ 2,225,843
Sub-Total	$ 6,275,988
CSS Administration/Overhead	$ 224,012
Total	**$ 6,500,000**

There is no impact on the County general fund. Funding has been included in the Department's FY 2004-05 Adopted Budget and FY 2005-06 budget request.

SER South Bay
Due to significant unresolved monitoring findings and the limited term of the CalWORKs Youth Jobs program, SER South Bay will not be funded for the summer 2005 program period. $37,105 originally allocated to SER South Bay, will be redistributed to Southbay Service Center Workforce Investment Board, to provide services in Supervisorial Districts previously serviced by SER South Bay.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Youth Jobs program offers a preventative intervention strategy designed at encouraging youth who are currently in school to remain in school and at the same time, enable those who are out of school to experience the opportunities that further education can open up for them. Youth Jobs provides youth with tangible real life exposure to the world of work and because it is tied to an educational component through basic skills assessment and remediation, youth realize that the key to their future success lies in education. Youth Jobs has been in existence since FY 2000-01.

The CalWORKs Youth Jobs program aims at helping teens become self-sufficient adults by providing paid work-based learning through employment opportunities during their school breaks coupled with basic skills remediation, career planning, and employment readiness skills training. Following completion of the program and to the extent WIA Youth Program funds are available, the CalWORKs youth are encouraged to participate in the WIA program.

The intent is to ensure that CalWORKs eligible youth receive services, not otherwise available, that will expose them to the world of work and which are also linked to educational learning. Eligible youth are teens ages 14-19 who are members of a family receiving CalWORKs cash assistance, with priority given to pregnant and/or parenting teens.

In an effort to ensure seamless service delivery and coordination between the WIA and CalWORKs programs, the WIA Youth service providers, as well as the other seven Local Workforce Investment Areas (LWIAs) in the County, are used for provision of CalWORKs Youth Jobs program services.

The funding levels for Los Angeles County's eight (8) LWIAs were established based on each LWIA's proportionate share of the total number of teens receiving CalWORKs assistance in the County (based on DPSS' most current data).

The Los Angeles County Workforce Investment Board (WIB) approved the allocation of the anticipated funding allocations on February 10, 2005.

There is a Memorandum of Understanding (MOU) between CSS and DPSS to provide CalWORKs Youth Jobs services. The MOU is automatically renewed for successive one-year periods contingent upon the availability of funding.

The CAO and DPSS have reviewed and concur with the recommended actions. County Counsel has reviewed and approved Attachments B and C as to form.

CONTRACTING PROCESS

CSS released a Request for Proposals (RFP) on February 10, 2000 to solicit service providers for the CalWORKs Youth Jobs program in the Los Angeles County Workforce Investment Area. The fifteen (15) service providers on Attachment A are the successful applicants who were previously approved by your Board to provide program services.

Youth Jobs Contractors and the seven (7) other LWIAs have been notified of the continuation of CalWORKs Youth Jobs funding for the summer of 2005 and the allowance for preparatory/start-up activities. However, they have also been informed that no start-up activities can begin until CSS' funding recommendation Board letter is filed and approved by the Board of Supervisors.

Contracts will be executed with terms of performance effective from the date of Board approval through September 30, 2005. Due to the fact that the contract period crosses two fiscal years (2004-05 and 2005-06), there will be one contract with a budget which separately demonstrates expenditures for the preparatory/start-up activities, effective date of Board approval through June 30, 2005 (FY 2004-05) and also expenditures for the period July 1, 2005 through September 30, 2005 (FY 2005-06), for each of the fifteen (15) contractors and seven (7) other LWIAs.

Carson Lomita Torrance Workforce Investment Board (WIB)
The contract with the Carson Lomita Torrance WIB, listed on Attachment A, will be fully executed within 30 days after the Board agenda filing deadline.

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

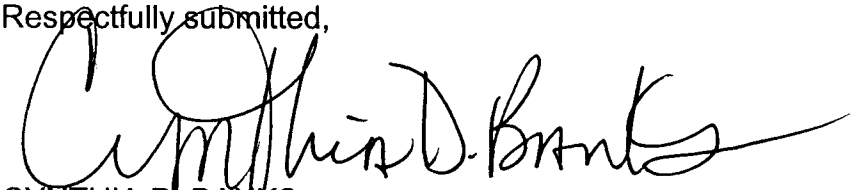
Monitoring Requirement

CSS will ensure that Moss, Levy, and Hertzheim monitor all approved contractors, relative to contract compliance, administrative, programmatic/fiscal requirements, and performance measures.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Continuation of the CalWORKs Youth Jobs program for this short period will ensure that low-income and pregnant and/or parenting teens continue to receive valuable services which will enable them to attain self-sufficiency.

Respectfully submitted,



CYNTHIA D. BANKS
Interim Director

Attachments (4)

c: David E. Janssen
Raymond G. Fortner Jr.
J. Tyler McCauley
Bryce Yokomizo

SUMMER 2005 CALWORKS YOUTH JOBS ALLOCATION TO LWIAs

CalWORKs LTFSS Youth Jobs Funding Distribution To Local Workforce Investment Areas (LWIA):		Revised Allocation
Carson, Lomita, Torrance Workforce Investment Board (WIB)	$	108,490
City of Long Beach	$	493,172
City of Los Angeles	$	2,533,692
County of Los Angeles	$	2,449,855
Southbay Service Center WIB*	$	344,313
Southeast Los Angeles County WIB	$	161,165
Foothill WIB	$	130,303
Verdugo WIB	$	279,010
CalWORKs LTFSS Youth Jobs Funding Total	**$**	**6,500,000**

SUMMER 2005 CALWORKS YOUTH JOBS ALLOCATIONS

CalWORKs LTFSS Youth Jobs Program:

LA County Workforce Investment Area (LACWIA) CalWORKs LTFSS Youth Jobs Funding Distribution:	District 1	District 2	District 3	District 4	District 5	TOTAL
Antelope Valley One-Stop	$ -	$ -	$ -	$ -	$ 36,346	$ 36,346
Catholic Charities of Los Angeles Inc. (Archdiocese of LA)	$ 39,257	$ 52,179	$ 39,480	$ -	$ 70,264	$ 201,180
City of Compton	$ -	$ 122,018	$ -	$ -	$ -	$ 122,018
Communities in Schools	$ -	$ 48,461	$ -	$ -	$ -	$ 48,461
East San Gabriel Valley Consortium (dba LA Works)	$ 122,092	$ -	$ -	$ 48,874	$ 108,235	$ 279,201
HUB Cities Consortium	$ 234,699	$ 72,033	$ -	$ -	$ -	$ 306,732
Los Angeles County Office of Education (LACOE)	$ 16,267	$ 53,768	$ 18,642	$ -	$ 69,130	$ 157,807
Maravilla Foundation	$ 41,965	$ -	$ -	$ -	$ -	$ 41,965
Career Partners El Monte	$ 209,619	$ -	$ -	$ -	$ 747	$ 210,366
Pomona Valley Youth Employment Services	$ 94,480	$ -	$ -	$ -	$ -	$ 94,480
Soledad Enrichment Action Inc.	$ 94,480	$ -	$ -	$ -	$ -	$ 94,480
Southeast Area Social Services Funding Authority	$ 73,415	$ -	$ -	$ 59,400	$ -	$ 132,815
Career Partners Rosemead	$ 263,842	$ -	$ -	$ -	$ 87,679	$ 351,521
William S. Hart UHSD	$ -	$ -	$ -	$ -	$ 36,866	$ 36,866
Youth Opportunities Unlimited	$ 46,718	$ 64,887	$ -	$ -	$ -	$ 111,605
LACWIA Service Providers Total	$ 1,236,834	$ 413,346	$ 58,122	$ 108,274	$ 409,267	$ 2,225,843
CSS Administration						$ 224,012
Grand Total						$ 2,449,855

Due to significant unresolved monitoring findings and the limited term of the CalWORKs Youth Jobs program, SER South Bay will not be funded for the summer 2005 program period. $37,105 originally allocated to SER South Bay, will be redistributed to Southbay WIB Board, to provide services in Supervisorial Districts previously serviced by SER South Bay.

Attachment B

Contract No. _____

COUNTY OF LOS ANGELES
LONG-TERM FAMILY SELF-SUFFICIENCY PLAN
CALWORKS YOUTH JOBS CONTRACT

This Contract is entered into this _____ day of _____, 2005, by and between the County of Los Angeles, by and through its Department of Community and Senior Services ("DCSS"), and _____ ("CONTRACTOR").

RECITALS

WHEREAS, in 1997, the California Legislature enacted the California Work Opportunity and Responsibility to Kids Act, also known as the CalWORKs program (*Cal. Welf. & Inst. Code* §11200 *et seq.*); and,

WHEREAS, the County has received funding under the CalWORKs program to administer various projects included in the Long-Term Family Self-Sufficiency ("LTFSS") Plan for CalWORKs and low-income families, which plan was approved by the Board of Supervisors on November 16, 1999; and

WHEREAS, the LTFSS Plan is coordinated by the County's Department of Public Social Services ("DPSS") through memoranda of understanding with various County departments designated as "Lead County Agencies" for administration of the implementation of the various projects; and,

WHEREAS, DCSS has entered into a memorandum of understanding ("MOU") with DPSS to effect an intra-fund transfer of CalWORKs monies for implementation of the CalWORKs Youth Jobs Program administered by DCSS; and,

WHEREAS, DCSS, with the concurrence of DPSS, has determined that effective and efficient administration of the CalWORKs Youth Jobs Program requires subcontracts with one or more Contractors, as the term is defined in the attached Exhibit A, Standard Terms and Conditions of this Contract; and,

WHEREAS, the CONTRACTOR is a public entity authorized to provide and/or administer services, including job training services, within the County of Los Angeles and,

WHEREAS, the County and the CONTRACTOR are entering into this Contract for the purpose of administering the CalWORKs Youth Jobs Program in accordance with applicable CalWORKs provisions, implementing regulations, grant requirements, rules and policies, including the terms of the MOU between DCSS and DPSS.

NOW, THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the CalWORKs Youth Jobs Program as administered by the County of Los Angeles, the parties do hereby agree as follows:

SECTION 1. APPLICABLE DOCUMENTS. (a) This Contract consists of this four (4) page document and the following exhibits and attachments, inclusive:

(1) Standard Terms and Conditions (Exhibit A)
(2) Mandated Program Requirements (Exhibit B)
(3) Statement of Work (Exhibit C)
(4) Participant Characteristics Summary (Exhibit D)
(5) Budget Forms (Exhibit E)

(b) In the event of any conflict in the definition or interpretation of any word, responsibility, or contents of a deliverable product or service between this four (4) paged document and the exhibits attached hereto, said conflict or inconsistency shall be resolved in favor of Exhibit A to this Contract.

SECTION 2. CONTRACTOR OBLIGATIONS. (a) CONTRACTOR shall comply with all terms and conditions of this Contract (including all terms contained in the exhibits hereto), and those imposed and required by CalWORKs provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the State), and agrees to the terms and conditions of the MOU between DPSS and DCSS.

(b) In addition to other obligations set forth in this Contract, and subject to County oversight, the CONTRACTOR shall perform those activities identified in the Statement of Work (Exhibit C).

SECTION 3. COUNTY OBLIGATIONS. (a) The County agrees to reimburse CONTRACTOR for provision of services identified in the Statement of Work (Exhibit C) in accordance with relevant invoicing policies and procedures set forth in this Contract; provided, however, that the amount obligated and paid to the CONTRACTOR by the County shall not exceed _____ dollars ($_____.00) during the term of this Contract.

(b) The County agrees to reimburse CONTRACTOR for allowable administrative costs associated with carrying out the intent and purpose of this Contract; provided, however, that such costs do not exceed the limitations contained in the MOU between DPSS and DCSS; and further provided that such costs, when combined with amounts reimbursed for provision of services, does not exceed the allocation set forth in SECTION 3(a) herein.

(c) Notwithstanding any provision in this Contract to the contrary, due to the uncertainty regarding the continued funding of the CalWORKs Youth Jobs mentioned herein, DCSS shall retain the right to terminate the Contract at any time if grant funding for the CalWORKs Youth Jobs is otherwise terminated and/or the CalWORKs Youth Jobs is not authorized for continuation; provided however, that CONTRACTOR shall be entitled to 30-day advance written notice of such termination.

SECTION 4. TERM. The term of this Contract shall commence on _____ and terminate no later than September 30, 2005, except as otherwise provided herein.

SECTION 5. NOTICES/AUTHORIZED SIGNATURES. (a) **Notices:** Unless otherwise set forth in this Contract, notices required or permitted to be given under the terms herein or by any law now or hereafter in effect, shall be sent to:

(a) County of Los Angeles

Cynthia D. Banks, Interim Director
Department of Community and
Senior Services
County of Los Angeles
3175 West Sixth Street
Los Angeles, CA 90020-1798

(b) CONTRACTOR

_____

_____

_____

_____

Attention: _____

(c) **Authorized Signatures**. Person(s) authorized to sign CONTRACTOR's Reimbursement Requests:

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

IN WITNESS WHEREOF, the County of Los Angeles, has caused this Contract to be subscribed on its behalf by the Interim Director of Community and Senior Services, or her designee, and the CONTRACTOR has subscribed the same through its authorized officer, the day, month and year first above written. The person signing on behalf of the CONTRACTOR warrants that he or she is authorized to bind the CONTRACTOR, and attests to the truth and authenticity of representations made and documents submitted and incorporated as part of this contract, under penalty of perjury.

COUNTY OF LOS ANGELES

By: _____
Cynthia D. Banks, Interim Director
Department of Community & Senior Services

Approved as to Form:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

[CONTRACTOR NAME]

By: _____
(Signature)

_____
(Print or Type Name)

_____
(Title)

LOS ANGELES COUNTY COMMUNITY AND SENIOR SERVICES

STATE AND FEDERAL GRANT PROGRAMS

EXHIBIT A

STANDARD TERMS AND CONDITIONS

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STANDARD TERMS AND CONDITIONS

STATE AND FEDERAL GRANTS PROGRAMS

§ 100. DEFINITIONS.

For purposes of this Contract, including all Exhibits thereto, the following definitions shall govern its interpretation. In the event of any omission or conflict in the definition or interpretation of any term defined herein, the parties agree that such term or interpretation shall be made in a manner consistent with said terms as defined or explained in the Program, as amended, or its implementing regulations.

§ 101. "Contract" shall mean the Contract by and between the Contractor and the County of Los Angeles, which Contract shall include the foregoing contract and all exhibits referenced therein.

§ 102. "Contractor" shall mean the individual, sole proprietor, partnership, corporation or agency that has entered into this Contract with the County to perform services covered by its terms and conditions.

§ 103. "Contractor's Program Manager" shall mean the individual so designated and identified by the Contractor in **Section 6** of the foregoing Contract.

§ 104. "County" shall mean the County of Los Angeles.

§ 105. "County Program Manager" shall mean the individual so designated and identified by the County in **Section 6** of the foregoing Contract.

§ 106. "Department" or **"CSS"** shall mean the County of Los Angeles Department of Community and Senior Services.

§ 107. "Director" shall mean the Director of the County of Los Angeles Department of Community and Senior Services, or his designee.

§ 108. "Funding Source" shall mean the State or federal agency responsible for administering the grant program under which the Contractor receives funds under the terms of this Contract.

§ 109. "Program" shall mean the State or federal grant program under which the Contractor receives funds under the terms of this Contract and provides services in accordance with relevant State and/or federal law, regulations and guidelines during the term of this Contract. The Program or Programs shall be identified in the foregoing Contract with specific Program requirements set forth in **Exhibit B** to the Contract.

§ 110. "Program Income" shall have the same meaning as that set forth in 29 CFR Part 97 or in the relevant federal grants management common rule and codified in the Code of Federal Regulations applicable to the Program, if any. For purposes of this Contract, the Contractor shall be subject to all applicable regulations and OMB circulars pertaining to Program Income, including without limitation 29 CFR §§ 95.24 (non-governmental grantees) and 97.25 (governmental grantees), 45 CFR § 74.24, and OMB Circulars A-102 and A-110.

§ 111. "Services" shall mean the work to be done or performed under the terms of this Contract, as set forth in **Section 2** of the foregoing Contract as elaborated in **Exhibit C** of the Contract.

§ 112. "State" shall mean the State of California.

§ 200. ASSURANCES/CERTIFICATIONS. The Contractor provides the following assurances and certifications, and agrees to the following terms:

§ 201. Legal Authority. (a) The Contractor gives assurance and certifies that it possesses the legal authority to execute the proposed program, that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Contractor's governing body, authorizing receipt of Program funds, and directing and designating the authorized representative(s) of the Contractor to act in connection with the Program specified and to provide such additional information as may be required by the County, State, or any agency of the federal government, as applicable.

(b) 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.

§ 202. Compliance with Laws. (a) The Contractor certifies and agrees that it will fully comply with all applicable requirements of the Program regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided actual or constructive notice. The County reserves the right to review Contractor procedures to ensure compliance with the statutes, ordinances, regulations, rules, rulings, policies and procedures of the State and the federal government, as applicable. Additionally, the Contractor assures that it shall comply with all applicable provisions of the Federal Office of Civil Rights, Title VI requirements.

(b) The Contractor certifies and agrees that it shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included in this Contract are incorporated by this reference. The Contractor shall indemnify and hold the County harmless from any loss, damage or liability resulting from a violation by the Contractor, its agents, officers and employees of any such laws, rules, regulations, ordinances, and directives.

(c) The Contractor agrees to comply with all applicable federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

(1) California Welfare & Institutions Code (WIC);

(2) California Department of Social Services (CDSS) Manual of Policies and Procedures;

(3) Social Security Act;

(4) State Energy and Efficiency Plan (Title 24, California Administrative Code);

(5) Clean Air Act (Section 306, 42 USC 1857(h));

(6) Clean Water Act (Section 508, 33 USC 1368);

(7) Equal Employment Opportunity (EEO) (Executive Order 11246, amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR Part 60);

(8) Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15).

§ 203. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights. (a) The Contractor assures and certifies that all employment applicants and persons

employed by it, its affiliates, subsidiaries or holding companies, are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, condition of physical or mental disability, marital status or political affiliation, in compliance with all federal and State anti-discrimination laws and regulations. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(b) The Contractor shall certify to, and comply with, the provisions of the Contractor's EEO Certification contained in **Exhibit F** to the foregoing Contract.

(c) Contractor shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, or condition of physical or mental disability, marital status or political affiliation as required by all applicable federal and State anti-discrimination laws.

(d) The Contractor certifies that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group, identification, sex, sexual orientation, age, condition of 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. For the purpose of this **subdivision (d)** discrimination in the provision of services includes, but is not limited to, the following.

(1) Denying any person any service or benefit or the availability of the facility including physical access where necessitated by Program Access according to Title II of the Americans with Disabilities Act.

(2) Providing any service or benefit to any person which is not equivalent, or is equivalent in a non-equivalent manner, or at a non-equivalent time, from that provided to others;

(3) Subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;

(4) Restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit including the imposition of a surcharge for provision of an auxiliary aid or service; and

(5) Treating any person differently from others in determining admission, enrollment, quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

(e) Contractor shall allow authorized County representatives access to its employment records during regular business hours to verify compliance with these provisions when so requested by the County.

(f) The Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from the Contractor of a complaint with respect to any alleged discrimination in the provision of services by the Contractor's personnel or agents. Such procedures shall also include a provision whereby any such person, who is dissatisfied with the Contractor resolution of the matter, shall be referred by the Contractor to the County, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with the County resolution or decision with respect to the

complaint of alleged discrimination, he or she may appeal the matter to the appropriate State or federal enforcement agency. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures.

(g) A copy of such non-discrimination in services policy and procedures, as identified in **subdivision (f)** above, shall be posted by the Contractor in a conspicuous place, available and open to the public, in each of the facilities operated by the Contractor, its affiliates, subsidiaries, holding companies and/or its subcontractors, where services are provided hereunder.

(h) If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the State Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

(i) The parties agree that in the event Contractor violates the anti-discrimination provisions of this Contract, County shall, at its option, be entitled to a sum of ten thousand dollars ($10,000) pursuant to *California Civil Code* Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

§ 204. Fraud and Abuse. The Contractor, in performing all obligations under the terms of the Contract, certifies and agrees that it will administer the Program with written policies, procedures, and safeguards against fraud and abuse.

§ 205. Civil Rights Laws. Contractor hereby assures that it will comply with the Civil Rights Act of 1964, 42 USC §§ 2000d through 2000e-17, to the end that no person shall, on grounds of race, religion, color, sex, sexual orientation, national origin, condition of physical or mental disability, marital status or political affiliation be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

§ 206. Wage and Hour Laws. The Contractor assures and certifies that it shall comply with all State and federal wage and hour laws, including but not limited to the federal Fair Labor Standards Act, as amended. The Contractor shall indemnify, defend, and hold harmless the County, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the federal Fair Labor Standards Act, as amended, for services performed by the Contractor employees for which the County may be found jointly or solely liable.

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

§ 208. Employment Eligibility Verification. (a) The Contractor warrants and certifies that it fully complies with all federal, State and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing

services under this Contract are eligible for employment in the United States. The Contractor shall indemnify, defend and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Contractor's failure to comply with the foregoing.

(b) The Contractor represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The Contractor shall secure and retain verification of employment eligibility from any new personnel and, to the extent applicable, participants participating in or receiving services under this Contract, in accordance with applicable provisions of law.

§ 209. Contractor's Warranty of Adherence to County's Child Support Compliance Program. (a) The Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(b) As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act (42 U.S.C. § 653a) and *California Unemployment Insurance Code* Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or County Department of Child Support Services' 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).

§ 210. Health Insurance Portability and Accountability Act of 1996. Under this Agreement, Contractor provides services to County and Contractor may receive, have access to, and/or create Protected Health Information, as defined below, in order to provide those services. County is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under HIPAA, including the "Standards for Privacy of Individually Identifiable Health Information" which are located in Title 45 of the Code of Federal Regulations (C.F.R.), Parts 160 and 164 ("Privacy Regulations"). The Privacy Regulations mandate certain protections for the privacy and security of Protected Health Information. The Privacy Regulations also require County to enter into an agreement with Contractor in order to obtain satisfactory assurance from Contractor that Contractor will appropriately safeguard the Protected Health Information. Disclosure to or use of Protected Health Information by Contractor is prohibited if such an agreement is not in place. Therefore, to the extent the Contractor receives, has access to, and/or creates Protected Health Information in order to provide services under this Agreement, the parties agree to the provisions set forth in this **§ 210**.

(a) **Definitions.** For purposes of this **§210**, the following definitions shall apply.

(1) "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Contractor's internal operations, or to other than its employees.

(2) "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(3) "Protected Health Information" has the same meaning as the term

"protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Contractor from or on behalf of County. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Contractor from or on behalf of County, or is created by Contractor, or is made accessible to Contractor by County.

(4) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(5) "Services" has the same meaning as in this Agreement.

(6) "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Contractor's internal operations.

(7) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Regulations.

(b) **Obligations of Contractor.**

(1) Permitted Uses and Disclosures of Protected Health Information. Contractor:

(A) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Subparagraphs (b)(3), (4), (5), (6), (7) and (8), (d)(3) and (e)(2) of this **§210**;

(B) shall Disclose Protected Health Information to County upon request;

(C) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Contractor shall not Use or Disclose Protected Health Information for any other purpose.

(2) Adequate Safeguards for Protected Health Information. Contractor warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Agreement. Contractor agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(3) Reporting Non-Permitted Use or Disclosure. Contractor shall report to County each Use or Disclosure that is made by Contractor, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement. The initial report shall be made by telephone call to the appropriate Department, within forty-eight (48) hours from the time the

Contractor first becomes aware of the non-permitted Use or Disclosure, as follows:

Chief Information Office Privacy Officer
213-974-2166

The initial telephone report shall be followed by a full written report no later than ten (10) business days from the date the Contractor becomes aware of the non-permitted Use or Disclosure, and shall be sent to County's Chief Information Privacy Officer at:

Chief Information Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 493
Los Angeles, CA 90012

(4) Mitigation of Harmful Effect. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

(5) Availability of Internal Practices, Books and Records to Government Agencies. Contractor agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining County's compliance with the Privacy Regulations. Contractor shall immediately notify County of any requests made by the Secretary and provide County with copies of any documents produced in response to such request.

(6) Access to Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 CFR. § 164.501, make the Protected Health Information specified by County available to the Individual(s) identified by County as being entitled to access and copy that Protected Health Information. Contractor shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from County. Contractor shall provide copies of that Protected Health Information within five (5) business days after receipt of request from County.

(7) Amendment of Protected Health Information. Contractor shall, to the extent County determines that any Protected Health Information constitutes a "designated record set" as defined by 45 CFR § 164.501, make any amendments to Protected Health Information that are requested by County. Contractor shall make such amendment within ten (10) business days after receipt of request from County in order for County to meet the requirements under 45 CFR § 164.526.

(8) Accounting of Disclosures. Upon County's request, Contractor shall provide to County an accounting of each Disclosure of Protected Health Information made by Contractor or its employees, agents, representatives or subcontractors. However, Contractor is not required to provide an accounting of Disclosures that are necessary to perform the Services if such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Contractor under this Subparagraph (b)(8) shall include: (i) the date of the Disclosure; (ii) the name, and address if known, of the entity or person who received the Protected Health Information; (iii) a brief description of the Protected Health Information disclosed; and (iv) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Subparagraph (b)(8), Contractor shall document the information specified in (i) through (iv), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Contractor shall provide to County, within ten (10) business days after receipt of request from County, information collected in accordance with this Subparagraph (b)(8) to permit County to respond

to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

(c) **Obligation of the County.** County shall notify Contractor of any current or future restrictions or limitations on the use of Protected Health Information that would affect Contractor's performance of the Services, and Contractor shall thereafter restrict or limit its own uses and disclosures accordingly.

(d) Term and Termination. (1) Term. Contractor's obligations under Subparagraphs (b)(1) (as modified by Subparagraph (d)(2)), (3), (4), (5), (6), (7) and (8), (d)(3) and (e)(2) shall survive the termination or expiration of this Agreement.

(2) Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon County's knowledge of a material breach by Contractor, County shall either:

(A) Provide an opportunity for Contractor to cure the breach or end the violation, and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County; or

(B) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or

(C) If neither termination or cure are feasible, County shall report the violation to the Secretary of the federal Department of Health and Human Services.

(3) Disposition of Protected Health Information Upon Termination or Expiration.

(A) Except as provided in paragraph (d)(3)(B) of this section, upon termination for any reason or expiration of this Agreement, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

(B) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make it infeasible. If return or destruction is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

(e) Miscellaneous. (1) No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Subcontractors and Agents. Contractor shall require each of its agents and subcontractors receiving Protected Health Information from Contractor, or creating Protected Health Information for Contractor, on behalf of County, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this **§210**.

(3) Relationship to Agreement Provisions. In the event that a provision of this **§210** is contrary to any other provision of this Agreement, the provision of this **§210** shall control.

(4) Regulatory References. A reference in this Agreement to a section in the Privacy Regulations means the section as in effect or as amended.

(5) Interpretation. Any ambiguity

in this Agreement shall be resolved in favor of a meaning that permits County to comply with the Privacy Regulations.

(6) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for County to comply with the requirements of the Privacy Regulations.

§ 211. Selective Service Compliance. The Contractor shall ensure that participants comply with Section 167(a)(5) of the Military Selective Service Act (50 USC Appx. §§ 451 et seq.) and other eligibility requirements applicable to the Program under which a participant is enrolled.

§ 212. Drug Free Workplace Compliance. The Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code* § 8350 et seq.), as amended, including provision of the requisite certification as set forth therein; and the federal Drug-Free Workplace Act of 1988, including its implementing regulations (29 CFR Part 98, commencing with §98.600).

§ 213. Conflict of Interest/Contracts Prohibited. (a) The Contractor represents and warrants that no County employee whose position enables him/her to influence the award of this Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the Contractor, or shall have any direct or indirect financial interest in this Contract.

(b) The Contractor represents and warrants that it is aware of, and its authorized officers have read, the provisions of Los Angeles County Code Chapter 2.180 entitled "Contracting With Current or Former County Employees," and that execution of this Contract will not violate those provisions. Anyone who is a former employee of the County at the time of execution of this Contract or who subsequently becomes affiliated with the Contractor in any capacity shall not participate in the provision of services provided under this Contract or share in the profits of Contractor earned for a period of one year from the date he/she separated from County employment.

(c) The Contractor agrees to establish, maintain, implement, and enforce standards of ethical conduct for all its employees. Such standards shall include, but not be limited to, the prohibition against (1) solicitation or receipt of bribes and/or solicitation or receipt of illegal gratuities; (2) participating in matters affecting an employee's own financial interests or the financial interests of other specified persons or organizations; (3) receipt of gifts or giving of gifts to superiors by offerors or bidders; (4) concealing, mutilating or destroying public records; (5) the participation in the appointment or promotion of relatives; (6) failing to account for public money; and (7) conspiracy to commit an offense against or to defraud the County, the State, or the federal government. Contractor certifies that such standards shall be adopted and implemented prior to execution of this Contract.

(d) Contractor shall provide training of its standards of ethical conduct to all of its employees (including members of its governing body and administrative staff), initialing upon hiring/appointment and thereafter on a periodic basis; provided, however, that such training is provided at least on an annual basis.

(e) The Contractor agrees to indemnify and hold the County, its officers, employees and agents harmless from any loss, damage, or liability (including without limitation disallowed costs) resulting from a violation by the Contractor, its officers, employees and agents of this **§ 213.**

§ 214. Lobbying. (a) The Contractor certifies that no funds, materials, property or services provided directly or indirectly under the terms of this Contract shall be used for or to promote any partisan or non-partisan political activity; support or defeat any pending legislation or administrative regulation; or for any sectarian purpose or activity.

(b) The Contractor certifies that each County lobbyist as defined in Los Angeles County Code § 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of any County lobbyist retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract.

§ 215. County Layoffs. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor agrees to give due 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.

§ 216. GAIN/GROW Program Participants. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor agrees to give due consideration for such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and/or General Relief Opportunities for Work (GROW) Programs who meet Contractor's minimum qualifications for the open position. Upon request from Contractor, the County will refer GAIN/GROW participants by job category to the Contractor for consideration.

§ 217. Debarment and Suspension. (a) The Contractor certifies that it has not been subject to debarment and suspension under any federal, State or local grant program and will immediately inform the County of any future debarment or suspension. Said certification, which shall be in a form acceptable to the County and included in **Exhibit F** to this Contract, shall be submitted to the County no later than the date of execution of this Contract by Contractor.

(b) **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.

(c) **Chapter 2.202 of the County Code.** The Contractor is hereby notified that, in accordance with County Code Chapter 2.202, 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 on County contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the Contractor may have with the County.

(d) **Non-Responsible Contractor.** The County may debar Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated any term of a contract with the County, (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, 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.

(e) **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 that 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 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 Hearing Board.

(f) **Subcontractors.** This **§ 217** shall also apply to subcontractors and consultants of County contractors.

§ 218. Nepotism. The Contractor certifies that it shall not hire nor permit the hiring of any person in a position funded under this Contract if a member of the person's immediate family is employed in an administrative capacity by the Contractor. For the purpose of this **§ 218**, the term "*immediate family*" means spouse (common law or otherwise), child, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, cousin, niece, nephew, step-parent, step-child, or such other relationship which would give rise to a substantial appearance of impropriety if the person were to be hired by the Contractor. The term "*administrative capacity*" means persons who have overall administrative responsibility for a program, including but not limited to selection, hiring, or supervisory responsibilities.

§ 219. Administrative and Personnel Procedures. Contractor warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

(a) Contractor financial and accounting procedures, which incorporate Generally Accepted Accounting Principles (GAAP). Contractor shall also adhere to applicable requirements of OMB Circular A-128 and A-133.

(b) Contractor personnel policy, which incorporates due process protection of standard personnel procedures, and which the Contractor agrees to abide by in the performance of this Contract.

§ 220. Other Agreements. (a) A copy of any agreements between the Contractor and other public agencies or private organizations which directly impact activities funded under this Contract shall be kept on file at the Contractor's offices and shall be provided to the County upon request. The Contractor shall also notify the County of any default, termination, or finding of disallowed costs under these agreements.

(b) The Contractor warrants that no other funding source will be billed for services that are provided and paid for by the County under this Contract.

§ 221. PELL Grants. To the extent applicable, the Contractor shall encourage all participants to make maximum use of federal PELL education grant funding, and will report and make available to CSS, the State, and DOL and their agents all records relating to participants under this Contract showing PELL grant applications and PELL grant fund receipt and distribution. No Program tuition costs shall be duplicated by PELL grant funding, except as expressly provided by Program regulation.

§ 222. Notification of Federal Earned Income Credit. With thirty (30) days of execution of this Contract, the Contractor certifies that it shall notify its employees, and shall require each of its subcontractors, if any, to notify their employees, that they may be eligible for Federal Earned

Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

§ 223. Activities Prohibited. The Contractor certifies that:

(a) No currently employed worker shall be displaced by any Program participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).

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

§ 224. Limitation on Corporate Acts. The Contractor shall not amend its articles of incorporation or by laws, move to dissolve or transfer any assets derived from funds provided under **Section 3** of the foregoing Contract, or take any other steps which may materially affect the performance of this Contract without first notifying the County in writing. The Contractor shall notify the County immediately in writing of any change in the Contractor's corporate name.

§ 225. Contractor's Acknowledgment of Recycled-Content Paper Use. Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited in County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible in the preparation and duplication of contract documents.

§ 226. Sectarian Activities. Except as otherwise expressly authorized by law, the Contractor certifies that this Contract does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church or sectarian denomination whatever, as specified by Article XVI, Section 5 of the California Constitution, regarding separation of church and state.

§ 227. Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this Contract on not-less-than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that 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 the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

§ 228. Compliance with Tax Regulations. Contractor certifies that it has: (1) paid all federal and State payroll taxes through the end of the calendar quarter preceding the date of the Contract; (2) made all tax deposits required by federal and State laws through the month preceding the date of the Contract; (3) complied with all the rules and regulations of the Federal and State Employer Tax Guide (W-2 and W-4); and (4) complied with all payroll tax rules and regulations of the State of California.

§ 229. General Grievance Procedures. (a) Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to Program user/participant complaints. Within fifteen (15) business days after the Contract's effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user/participant complaints.

(b) If, at any time, the Contractor wishes to change their user/participant complaint policy, the Contractor shall submit changes to the County.

(c) The Contractor shall preliminarily investigate all user complaints and notify the County of the status of the investigation within five (5) business days of receiving the complaint.

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

(e) Copies of all written complaint responses shall be sent to the County five (5) business days of mailing to the complainant.

§ 230. Compliance with Jury Service Program. (a) 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.

(b) **Written Employee Jury Service Policy.**

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

(2) For purposes of this **§ 230**, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

(A) the lesser number is a recognized industry standard as determined by the County, or

(B) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this **§ 230**. The provisions of this **§ 230** shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

qualify for an exception to the Program.

(4) Contractor's violation of this **§ 230** may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

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

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

§ 233. Compliance with County Living Wage Program. (a) To the extent deemed applicable by the Department, the Contractor agrees and certifies that this Contract shall be subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code.

(b) **Payment of Living Wage Rates** (1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "employer" as defined under the Living Wage Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to the County under the Contract:

(A) Not less than $9.46 per hour if, in addition to the per-hour wage, the Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

(B) Not less than $8.32 per hour if, in addition to the per-hour wage, the Contractor contributes at least $1.14 per hour towards the provision of bona fide health care benefits for its employees and any dependents. The Contractor will be deemed to have contributed $1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $1.14 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its employees the higher hourly living wage rate.

(2) For purposes of this **§ 233**, "contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this **§ 233**. The provisions of this **§ 233** shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to such subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of the State, and who is providing full-time services to

the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

(3) If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

(4) If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. 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 Living Wage Program's definition of "employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

(c) **Contractor's Submittal of Certified Monitoring Reports.** The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each employee. All certified monitoring reports shall be submitted on forms provided by the County, or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

(d) **Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims.** During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in the State.

(e) **County Auditing of Contractor Records.** Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract,

including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in the State until the expiration of four years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

(f) **Notifications to Employees.** The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where Contractor's employees are working. The Contractor shall also distribute County-provided notices to each of its employees at least once per year. The Contractor shall translate into Spanish and any other language spoken by a significant number of employees the posters and handouts.

(g) **Enforcement and Remedies.** If the Contractor fails to comply with the requirements of this **§ 233**, the County shall have the rights and remedies described in this **§ 233** in addition to any rights and remedies provided by law or equity.

(1) **Remedies For Submission of Late or Incomplete Certified Monitoring Reports.** If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(A) Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(B) Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

(C) Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(2) **Remedies for Payment of Less Than the Required Living Wage.** If the Contractor fails to pay any of its employees at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

(A) Withholding Payment. If the Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage

amounts the Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

(B) Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $50 per employee per day for each and every instance of an underpayment to an employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

(C) Termination. The Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(3) **Debarment.** In the event the Contractor breaches a requirement of this **§ 233**, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, not to exceed three years.

(h) **Use of Full-Time Employees.** The Contractor shall assign and use full-time employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time employee staffing plan. If the Contractor changes its full-time employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

(i) **Contractor Retaliation Prohibited.** The Contractor and/or its employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this **§ 233** may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

(j) **Contractor Standards.** During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

(k) **Employee Retention Rights.** To the extent this Contract involves the provision of services that were previously provided by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract, which predecessor contract was terminated by the County prior to its expiration, the Contractor shall comply with this **subdivision (k)**.

(1) Contractor shall offer

employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

(A) Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

(B) Who has been employed by a contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

(C) Who is or will be terminated from his or her employment as a result of the County entering into this new Contract.

(2) Contractor is not required to hire a retention employee who:

(A) Has been convicted of a crime related to the job or his or her performance; or

(B) Fails to meet any other County requirement for employees of a Contractor.

(3) Contractor shall not terminate a retention employee for the first 90 days of employment under the Contract, except for cause. Thereafter, Contractor may retain a retention employee on the same terms and conditions as Contractor's other employees.

(l) **Neutrality in Labor Relations**. The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

§ 234. Changes in Services/Key Personnel. (a) Contractor shall notify CSS whenever there is an anticipated major change in the delivery of services or whenever the Contractor experiences conditions that result in service level changes such as an increase or decrease in service delivery by greater than twenty percent (20%), a relocation of services either in whole or in part to new facilities, substantial personnel changes, or any other action of major significance. Contractor must give CSS thirty (30) days' advance written notice prior to the relocation of any services contracted under this Agreement. The County reserves the right to approve or disapprove the relocation of services including the physical facility, its location, and its jurisdiction. Such approval shall not be unreasonably withheld. This requirement, however, shall not effect or otherwise impact other approval/certification processes set forth in applicable provisions of this Agreement or federal, State, local laws, rules and regulations governing the program under which this Agreement is funded.

(b) The County's award of this Agreement was based in part on the qualifications of the Contractor's key personnel, the including program/project manager identified in the selection process. As a result, the County reserves the right to approve in advance any Contractor changes in key personnel or the percentage of time such personnel performs Services under the terms of this Agreement, and to have Contractor replace such personnel. Contractor shall provide County thirty (30) days written notice prior to any changes in key personnel.

§ 300. INDEPENDENT CONTRACTOR.

§ 301. Independent Contractor. The Contractor shall at all times be acting as an independent contractor. This Contract is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner,

joint venture, or association, as between the County and the Contractor. Contractor understands and agrees that all of Contractor personnel furnishing services to the County under this Contract are employees solely of the Contractor and not of the County for all purposes including but not limited to workers' compensation liability. The Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any Contractor personnel for injuries arising from or connected with services performed under this Contract.

§ 302. Limitations. As an independent contractor, Contractor has no power or authority to bind the County in any manner, including without limitation to any obligations, agreements or contracts.

§ 303. General Warranty. Contractor represents and warrants to the County, and County relies on such representation and warranty, that the Contractor (including its employees and agents) has the necessary skills, competence and expertise to fully and completely perform the specialized services called for under this Contract. The County and the Contractor understand and agree that the Contractor is responsible for the means and methods of performing these specialized services and accomplishing the results, deliverable, objectives and/or purposes specified and/or requested by the County pursuant to this contract.

§ 304. Organizational Structure. To the extent Contractor is and intends to remain an individual consultant during the term of this Agreement, having no employees and no corporate or other organizational structure, the County and Contractor recognize and agree that any provisions of this Agreement which pertain to actions or responsibilities regarding employees or corporate or other business organizations and which would not otherwise be applicable to individual consultants, shall not apply to Contractor. In the event Contractor, during the term of this Agreement, hires employees or changes his or her organizational structure from that of an individual consultant, Contractor shall immediately notify the County of such change and all provisions of the Agreement shall thereafter apply to the Contractor.

§ 400. CONTRACT ADMINISTRATION.

§ 401. County Administration. (a) **Director.** The Director shall have full authority to act for the County in the administration of this Contract consistent with the provisions contained herein and within the authority granted CSS by the Board of Supervisors.

(b) **County Program Manager.** The County Program Manager shall be responsible for meeting with the Contractor's Program Manager on a regular basis, and inspecting any and all tasks, deliverables, services or other work provided by or on behalf of the Contractor. Except as expressly provided in this Contract, the County's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

§ 402. Contractor Administration – Contractor's Program Manager. The Contractor's Program Manager shall be responsible for Contractor's day-to-day operations related to performance of the Contract, and shall coordinate with the County's Program Manager on a regular basis.

§ 403. Conditions Precedent to Execution of Contract. (a) Prior to the execution of this Contract, the Contractor shall submit to the County *for approval* in writing, insurance certificates and policies as set forth in **Section 2(d)** of the foregoing Contract and **§ 1002** herein. During the term of this Contract, the Contractor shall have an ongoing obligation to maintain enforceable policies and to advise the County of any changes to such policies.

(b) Prior to execution of this Contract, the Contractor shall provide the County with one copy of the following documents:

(1) Contractor's Articles of

Incorporation, and all amendments thereto, as filed with the Secretary of State.

(2) Contractor's By-Laws, and all amendments thereto, as adopted by the Contractor and properly attested.

(3) Resolutions of executorial authority or other corporate actions of the Contractor's Board of Directors, or governing body, properly attested or certified, which specify the name(s) of the person(s) authorized to obligate the Contractor and execute contractual documents, if the authorized person(s) is someone other than the Contractor's corporate president or executive director.

(4) A current and valid license to do business within the jurisdictional area(s) which the Contractor will be providing services.

(5) Contractor's Internal Revenue Service taxpayer identification number.

(6) Contractor's EEO certification in accordance with **§ 203** herein and contained in **Exhibit F** of this Contract.

(7) A Child Support Compliance Program certification, in accordance with **§§ 209 & 210** herein and contained in **Exhibit F** of this Contract.

(8) A certification of no conflict of interest, in accordance with **§ 213** herein and contained in **Exhibit F** of this Contract.

(9) A certification regarding lobbying, in accordance with **§ 214** herein and contained in **Exhibit F** of this Contract.

(10) An attestation of willingness to consider GAIN/GROW participants, in accordance with **§ 216** herein and contained in **Exhibit F** of this Contract.

(11) A certification regarding debarment, in accordance with **§ 217** herein and contained in **Exhibit F** of this Contract.

(12) Certification regarding County Jury Service Program, in accordance with **§ 230** herein and contained in **Exhibit F** of the Contract.

(13) To the extent applicable, a certification regarding the County's Living Wage Program, as set forth in Los Angeles County Code Chapter 2.201 and **§ 233** herein.

(14) A Cost Allocation Plan as set forth in **§ 803** herein. Said plan shall be subject to review and approval by the County within 60 days of execution of the Contract and shall be periodically tested by the County to ensure compliance with applicable guidelines.

§ 404. Contractor's Administrative and Accounting Procedures. (a) Contractor warrants that it has adopted, shall retain, and make available upon request from the County, the following documents and amendments thereto:

(1) Contractor's Financial and Accounting Procedures, which incorporate Generally Accepted Accounting Principles (GAAP) in accordance with **§ 701** herein.

(2) Contractor's Personnel Policy, as set forth in **§ 219** herein.

(3) Contractor's standards of ethical conduct as required by **§ 213** herein.

(4) Contractor's Internal Management Plan(s), which shall identify Program activities, including appropriate monitoring activities and safeguards against fraud and abuse of Program funds. The Plan(s), which shall include the responsible staff and time-lines for execution of the stated activities, shall be made available to the County upon request.

(b) **Agreements with Other Funding Sources.** A copy of any agreements between the

Contractor and other public or private organizations or agencies which directly impact the activities funded under this Contract shall be kept on file at the Contractor's offices and be provided to the County upon request. Contractor shall also notify the County of any default, termination, or finding of disallowed costs under these agreements. Contractor warrants that no other funding source will be billed for services that are provided and paid for by the County under this Contract.

§ 405. Contractor's Staff Identification. (a) To the extent services are to be provided by Contractor on any County-owned or leased property or facility, the Contractor shall at its own cost, provide all Contractor staff assigned to this Contract with a photo identification badge in accordance with County specifications. Specifications may change at the discretion of the County and Contractor will be provided new specifications as required. The format and content of the badge is subject to the County's approval prior to the Contractor implementing the use of the badge. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

(b) Contractor shall notify the County within one business day when staff is terminated from working on this Contract. Contractor is responsible to retrieve and immediately destroy the staff's County photo identification badge at the time of removal from the County Contract.

§ 500. PROVISION OF SERVICES.

§ 501. Services. The Contractor shall perform all services under the terms of this Contract as set forth in **Section 2** and **Exhibit C** of the foregoing Contract, at a level of performance satisfactory to the County.

§ 502. Non-Authorized Participants. The Contractor agrees that all costs incurred which are related to a Program participant who does not qualify under the eligibility requirements of the Program shall be the sole responsibility of the Contractor.

§ 503. Excess Work. Contractor agrees that should work be performed outside of that specifically requested and authorized by the County or outside the scope of the Statement of Work (**Exhibit C**), without the prior written approval of the County in accordance with this Contract, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim(s) with respect to such work against the County.

§ 504. Confidentiality. (a) The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. Failure to comply with this **§ 504** shall constitute a material breach of this Contract, upon which the County may cancel, terminate, or suspend this Contract.

(b) The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

§ 600. COMPENSATION AND METHOD OF PAYMENT.

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

§ 602. Cost of Living Adjustments. To the extent expressly authorized by the Board of Supervisors, and a corresponding provision is included in the foregoing Contract, the Contract amount set forth in **Section 2** of the foregoing Contract may be adjusted annually based on the increase or decrease in the United States Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Administrative Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no cost of living adjustment will be granted.

§ 603. Request for Cash. Payment will be made utilizing the Program "Request For Cash" form and County Invoice, not to exceed amounts allocated by each cost category in the Contract exhibit(s), and in accordance with the method(s) described in the CSS policies and procedures manual dependent upon meeting all requirements contained in this Contract. The County Program Manager shall approve the amount of any and all payments. The County reserves the right to withhold any payment(s) necessary to cover a claim which the County may have against the Contractor.

§ 604. Fixed Fee Charges. To the extent permitted by the Program regulations, a contract format as set forth herein may combine cost reimbursement and fixed fee charges so long as no reimbursable cost duplicates any expenses included in a fixed fee. The Contractor shall be responsible for ensuring against such duplication and for clearly segregating each type of cost.

§ 605. Reimbursement for Actual Expenditures. Except as otherwise provided in this Contract, the Contractor shall request reimbursement for actual expenditures incurred during the Program year, not to exceed budgeted amounts for which the Contractor has adequate supporting documentation of such expenditures. The Contractor shall not request reimbursement based on budgeted amounts.

§ 606. Request for Advance Payment (a) To the extent approved by the Board of Supervisors, cash advances, not to exceed 20% of the Contractor's annual allocation set forth in **Section 3** of the forgoing Contract (or such other amount as determined by the Board of Supervisors), may be provided to the Contractor. Upon request by the Contractor in the form and manner prescribed by the Director, the County may, at the sole discretion of the Director, make advance payments, for anticipated and necessary Program expenditures.

(b) Interest earned on cash advances shall be remitted to the County within ten (10) working days after the quarter the interest is earned. Failure of the County to demand payment of such interest shall not constitute a waiver of the County's right to recover such funds from the Contractor. This provision shall survive the expiration or other termination of this Contract.

§ 607. Return of Advanced Funds. Upon completion or termination of this Contract, the Contractor shall return any advanced funds, which exceed payments due the Contractor, if any, within thirty (30) days of expiration or other termination of the Contract. This provision shall survive the expiration or other termination of this Contract.

§ 700. FISCAL ACCOUNTABILITY.

§ 701. Fiscal Policies and Procedures. (a) Contractor shall adhere to strict fiscal and accounting standards and shall comply with 29 Code of Federal Regulations (CFR) Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments); the Federal Office of Management and Budget (OMB) Circular A-21 (Cost Principles

for Educational Institutions); OMB Circular A-87 (Cost Principles for State, Local and Indian Tribal Governments); OMB Circular A-122 (Cost Principles for Non-Profit Organizations); OMB Circular A-102 (Grants and Cooperative Agreements with State and Local Governments); OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations); and OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations).

§ 702. Federal TANF Regulations. To the extent applicable, the Contractor agrees to comply with federal regulations governing the Temporary Assistance to Needy Families (TANF) Program, which provide in part, that TANF funds may not be used for medical services. (See, 45 CFR § 263.11.)

§ 703. Accounting. The Contractor shall establish and maintain on a current basis an adequate accounting system in accordance with GAAP and standards. Unless otherwise provided in the foregoing Contract, the Contractor should maintain their accounting system on an accrual basis of accounting.

§ 704. Commingling of Funds. Funds disbursed pursuant to this Contract shall be used exclusively for services funded under this Contract and shall not be commingled with any other monies of the Contractor, unless a written waiver is obtained from the County.

§ 705. Allegations Of Fraud And/Or Abuse. In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate Program provisions and regulations), the County reserves the right to withhold up to twenty percent (20%) of the Contract amount, or the amount in dispute, or the amount of the final request for payment, whichever is greater, on a completed program until a determination is issued in writing by the Director that withheld funds should be released to the Contractor. Such written determination shall not supersede or replace the final report.

§ 706. Disallowed Costs. The County may withhold payments if the Contractor has failed to refund unexpended funds or funds spent for disallowed costs relating to any CSS contract that the Contractor has with the County. The County shall require the Contractor to pay and the Contractor agrees to pay the full amount of the Contractor liability to the County or the State for such audit exceptions as were caused by the Contractor, upon demand by the County at any time after completion of the grievance procedures at the Contractor level. The County shall notify the Contractor of any disallowed costs and whether costs must be repaid utilizing non-federal funds.

§ 707. Unexpended Program Income. All unexpended Program Income identified in the Income Statement Report set forth in **§ 803(e)** herein, which has not been expended in accordance with a County-approved Plan for Disposition of Program Income (as required by **§ 803(e)**) or included in a County-approved Final Report on Disposition, if any, prior to the expiration or termination of this Contract, shall be returned to the County immediately upon demand.

§ 800. AUDITS, REPORTS, RECORDS, & DOCUMENTATION

§ 801. Audit Rights. The Contractor shall establish and maintain a financial management system, which provides for adequate control of Program funds and other assets; insures adequacy of financial data; and provides for operational efficiency and adequate internal controls. Failure to comply with this section may, in addition to other remedies available to the County, result in withholding of payment to the Contractor or termination or suspension of this Contract in accordance with its terms. Furthermore, final payment to the Contractor shall not be made until Contractor has, in the sole determination of the County, fully complied with all requirements contained in this **§ 801**.

(a) The Contractor shall obtain and

finance annually (at program year end) an independent audit in compliance with respective OMB Circulars. Audit requirements, including those contained in OMB Circular A-133, shall apply to this Contract as follows:

(1) Contractor shall obtain an independent organization-wide financial and compliance audit (single) of each fiscal year in which Contract funding exceeds three hundred thousand ($300,000), five hundred thousand ($500,000) for fiscal years ending after December 31, 2003.

(2) The audits required by this **§ 800** shall be submitted within one (1) month after completion but in no event later than nine (9) months after the end of the Contractor's fiscal year.

(3) To the extent such audit contains findings and/or recommends corrective action with respect to cited deficiencies, improprieties, and/or questionable costs or activity, Contractor shall also present with the audit a detailed corrective action plan which shall be implemented prior to final payment due the Contractor for any given fiscal year. Said corrective action plan shall be subject to County approval prior to implementation.

(b) The Contractor shall allow authorized County, State and federal representatives to have full access to the Contractor facilities and all related Program documentation and other physical evidence for the purposes of auditing, evaluation, inspection, and monitoring of the Program set forth in this Contract, including the interviewing of the Contractor staff and program participants during normal business hours.

(c) The Contractor shall take all actions necessary to enable any of the County, State, and/or federal representatives to clearly determine whether the Contractor is properly performing its contractual obligations, especially in relation to payments received.

(d) Failure by the Contractor to comply with the requirements of this **§ 801** shall constitute a material breach of contract upon which the County may cancel, terminate, or suspend this Contract.

(e) Notwithstanding any provision of this Contract to the contrary, and without waiving any rights of the County, to the extent the Contractor fails to have a requisite audit performed in accordance with this **§ 801**, the County may withhold payment to the Contractor in an amount determined by the County in its sole discretion, and cause such audit to be performed. The Contractor shall cooperate with the County with respect to the conduct of such an audit and shall be responsible for the costs associated with the audit. Failure to comply with this **§ 801** shall constitute a material breach of this Contract, upon which the County may cancel, terminate, or suspend this Contract, and may depending on the circumstances, initiate procedures to debar Contractor.

§ 802. Records. (a) The Contractor shall make any and all Program related records, reports, participant files, and other documentation and physical evidence, in addition to documents required by this Contract, as may reasonably be requested by the County, available for inspection and audit by any federal, State, or County agency, upon request, for three (3) years after the final closeout of the subgrant between the County and State, unless otherwise instructed in writing by an authorized County or State representative. In the event of litigation, unresolved audits and/or unresolved claims, the Contractor agrees to retain all such records, reports, participant files, and other documentation and physical evidence beyond the three-year period, until all such litigation, audits, and claims have been resolved. The County reserves the right to seize such records if potential litigation is perceived and must submit documentation of all items seized from Contractor in writing within 60 working days of such action.

(b) The Contractor is required to maintain all records related to this Contract in the State.

(1) The Contractor shall inform

the County in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this Contract. The Contractor shall inform the County in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, participant files and other documentation beyond the boundaries of the County shall require prior written approval by the County.

(2) If the Contractor ceases operations prior to five (5) years from the beginning date of the term of this Contract or before all litigation, audits and claims have been resolved, the Contractor shall provide the name, address, and telephone number of the Contractor representative plus an inventory of all such records, reports, participant files, and other documentation and physical evidence and either:

(A) Notify the County where the records, reports, participant files, and other documentation shall be stored and how they will be made available upon request in a timely fashion, or

(B) Deliver all the documentation to a location designated by the County.

(C) The Contractor agrees to maintain an official contract file which contains at least the signed Contract and any modification and/or amendments to the Contract.

(c) The Contractor shall record costs incurred in the discharge of the Contract.

§ 803. Reporting. Contractor shall submit the following reports for the Program to the County:

(a) **Monthly Invoices Reports**: Two (2) copies each of the Monthly Fiscal Reporting forms and two (2) Participant Summary Reporting Forms are to be submitted not later than the fifth (5th) working day of each month.

(b) **Corrective Action Plan Quarterly Report**: Two (2) copies of a quarterly narrative for program quarters in which Contractor has not met program performance goals, detailing in the form and manner prescribed by the Director a corrective action plan to resolve quarter's deficiencies and avoid future quarter deficiencies. Contractor shall, upon request of the County and at a place/time designated by the County, assign staff to brief the County Program Manager and his/her staff on the Program's progress.

(c) **Fiscal Close-Out Report**: Two (2) copies of a final fiscal close-out report, to be submitted in the form and manner designated by the County Program Manager, with a deadline to be announced for the Program, including the reporting of expenses and accruals through the last day of September.

(d) The monthly invoices, corrective action plan and close-out reports identified in this **§ 803** shall be sent to the attention of the County Program Manager as identified in the foregoing Contract.

(e) **Program Income**. All revenues in excess of costs for each program that have been properly earned, including program interest, are to be treated as program income. The Contractor shall be responsible for tracking all Contract revenues and expenditures for each program, including submission of the following:

(1) An *Income Statement Report* on Contract revenues verses expenditures, which must be submitted to the CSS Financial Management Division with the contract close-out report as specified in the close out bulletin or before the end of the term of this Contract. The purpose of the Income Statement Report is to identify the amount of Program Income. The Income Statement Report should be amended if adjustments are required due to any new

information received after the filing of the report; provided however, that such amendment shall not be submitted later than 10 days after submission of the original report.

(2) A *Plan for Disposition of Program Income* must be submitted by the Contractor to the County within thirty (30) days after the Income Statement Report is originally due. For Program Income, cost reimbursement rules apply. Program Income must be spent on items above and beyond those items identified in the cost allocation plan, unless the plan is officially amended. This plan will be reviewed by the County and shall be subject to approval by the County in its sole discretion.

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

(4) If the Final Report on Disposition is not submitted on the scheduled date, the County shall, in its discretion, either extend the completion date, renegotiate the Plan for Disposition of Program Income, or recapture the balance of the unexpended Program Income.

(5) The use of Program Income requires prior County approval.

(f) **Revenue Disclosure.** By execution of this Contract and unless waived in writing by the Director, the Contractor certifies that it has previously filed with CSS a written statement listing all revenue received, or expected to be received by the Contractor from all federal, State, city, or County sources, or other governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities including, but not limited to, the Program or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental agency to each such project or business activity, and the full name and address of each such agency.

(1) During the term of this Contract, the Contractor shall prepare and file a statement similar to that filed pursuant to **§ 803 (e)**, each time it receives funding from any governmental agency that is additional to revenue already disclosed in Contractor's original revenue disclosure statement. The Contractor shall file such additional statement within fifteen (15) days following receipt of such additional funding. The County shall not pay the Contractor for any services provided by the Contractor which are funded by other sources.

(2) Governmental agencies and school districts shall be exempt from the disclosure requirements of this **§ 803 (f)**, except as the requirements pertain to other sources of funding for the Program.

(3) Failure of the Contractor to comply with the requirements of this **§ 803 (f)** shall constitute a material breach of contract, upon which the County may cancel, terminate, or suspend this Contract.

(g) **Cost Allocation Plan (CAP) For Cost Reimbursement Activities.** A Cost Allocation Plan (CAP), which is a federal requirement of the Program, must be submitted as a reference document to this Contract to support the distribution of any joint costs related to the activities of this Contract. All costs included in the CAP shall be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. The Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. The County's contract monitor will test the Contractor's Cost Allocation Plan during the normal course of monitoring to ensure compliance with OMB requirements. The Contractor shall have an ongoing obligation during the term of this Contract

to update the CAP and notify the County of any changes or revisions. Failure to comply may result in no payment, or a partial or reduced payment until the Contractor is in compliance. In addition, failure to comply may result in contract termination.

(h) **Direct Data Entry Reporting**: To the extent direct data entry and reporting is required or encouraged by the Program, the Contractor shall be responsible for putting on a daily basis its own computerized participant Direct Data Entry (DDE) of any/all required Programs for which the Contractor is receiving County funds at no expense to the County. Contractor shall be responsible for obtaining the use of an IBM-compatible personal computer (486 Mhz type or higher), equipped with a modem and licensed copy of Pro-Com Communications Suite for DOS, or Windows 3.01 or higher or such other operating system required by the County. County will supply software for entering/uploading Program participant data to the County. Contractor will retain the original MIS Program participant form for audit purposes and submit a photocopy of this form to the MIS Section within CSS.

(i) **Property/Capital Expenditures.** Prior County written approval from the County Program Manager is required for the purchase and/or lease of all nonexpendable, tangible personal property, including computer hardware, software and automated data processing (ADP) equipment with a useful life of more than one year acquired with Program funds, and a per-unit acquisition cost of $5,000 or more. Contractor's written request must provide justification for these purchases and include a minimum of three acceptable bids secured through an open-competitive selection process. Contractor must also comply with all applicable federal, State, and County regulations and requirements, including but not limited to, OMB Circulars A-87 and 29 CFR, Part 97, concerning the acquisition, tagging, inventory, and disposition of this property.

(j) **Nonexpendable Property**. The Contractor shall maintain a record for each item of nonexpendable property acquired for this Program with Program monies. Nonexpendable property shall include tangible personal property including but not limited to, office equipment, as well as any funds derived from the sale or disposition of non-expendable property.

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

(2) In case of termination of this Contract, the County reserves the right to determine the final disposition of said nonexpendable property acquired for this Program. Said disposition may include but is not limited to, taking possession of said nonexpendable property.

§ 804. Records and Reports. (a) The Contractor will submit reports and/or records as required by the County and will maintain records and provide access to them as necessary for the County. Reports/records will include, but are not necessarily limited to, the following:

(1) Participant records and files.

(2) Program records and files.

(3) Financial records and reports prepared in accordance with the requirements of this Contract.

(4) Inventory records identifying equipment and property acquired with Program funds.

(b) The Contractor shall record costs incurred in the discharge of this Contract.

§ 805. Public Records/Confidentiality. (a) Contractor shall maintain the confidentiality of any information regarding a Program participant(s), and the immediate family of any applicant or Program participant that identifies or

may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The Contractor shall not divulge such information without the permission of the Program participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Contract may be divulged to parties having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract and to governmental authorities to the extent necessary for the proper administration of the program.

(b) The Contractor shall notify the County of any and all requests for release of information at least five (5) business days prior to release of said information. The Contractor shall not release said information without the County's approval.

(c) Data (information) received from State departments/agencies is confidential, when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The Contractor agrees to keep all information furnished by the State Employment Development Department or other State agency/department strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized in this Contract. Instruct all employees with State information access regarding the confidentiality of this information, and the sanctions against unauthorized use, and the California Unemployment Insurance Code (Section 2111). Store and process information electronically, in a manner that renders it unretrievable by unauthorized computer, remote terminal, or other means. Confidential information should be returned promptly to the County and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction must be approved by the County and thereafter should be used: shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to the involved State department/agency. In no event, shall said information be disclosed to any individual outside of the Contractor staff, and/or their employees.

§ 806. Public Statements. The Contractor shall indicate in any and all press release(s) or any statement to the public related to the Program that it is "Funded by a federal or State grant administered by the County of Los Angeles."

§ 807. Joint Funding and Revenue Disclosure Requirement. (a) By its execution of this Contract, Contractor certifies, unless waived by County, that it has previously filed with CSS a written statement listing all revenue received, or expected to be received, by Contractor from federal, State, or local sources, or other governmental or non-governmental agencies, and applied, or expected to be applied, to offset in whole or in part any of the costs incurred by Contractor in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of funding provided by each and every governmental or non-governmental agency to each such project or business activity, and the full name and address of each such agency.

(b) During the term of this Contract, Contractor shall prepare and file a similar written statement each time it receives funding from any governmental or non-governmental agency which is additional to that revenue disclosed in Contractor's initial revenue disclosure statement hereunder. Such statement shall be filed with CSS within fifteen (15) business days following receipt of such additional funding. The County shall not pay for any services provided by Contractor which are funded by other sources. If the Contractor is a governmental agency, it shall be exempt from disclosure requirements of this **§ 807**, exempt as it pertains to other sources of funding for the Program. All other provisions of this **§ 807** shall

apply. Failure of the Contractor to comply with the requirements of this **§ 807** shall constitute a material breach of contact upon which the County may cancel, terminate, or suspend this Contract.

§ 808. Excess Work. Contractor agrees that should work be performed outside of that specifically requested and authorized by the County or outside the scope of Services expressly set forth in this Agreement, without the prior written approval of the County in accordance with this Agreement, such work shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim(s) with respect to such work against the County.

§ 900. NONCOMPLIANCE SANCTIONS/ PENALTIES

§ 901. Noncompliance Sanctions. The Contractor agrees to comply with the requirements set forth in this Contract, and those requirements contained in the Program and all applicable directives/bulletins issued by or on behalf of the County, State or federal government, as applicable. Failure to comply with such requirements shall constitute a material breach of contract upon which the County may cancel, terminate or suspend this Contract. Approved sanctions may include, but not be limited to the following: fiscal probation, withholding of payment, reobligation/deobligation of contract funds, or suspension/termination of this contract. Those sanctions, which may be applied, will be dependent upon the circumstance(s) of noncompliance.

§ 902. Contractor's Performance/ Reallocation of Funds. Contractors are expected to perform at optimum capacity in meeting contractual commitments. The minimum levels of performance for all service categories are outlined in the foregoing Contract (including all exhibits thereto). The performance of Contractor will be reevaluated as of the end of the program year and funds will be reallocated in accordance with Program regulations and County policies. If Contractor is below the achievement level required, funds may be reduced and reallocated to agencies that are overachieving and qualify for grant increases. Additionally, the County at its discretion may reduce the Contractor's annual grant for the following fiscal year to more accurately reflect the Contractor's level of service.

§ 1000. INDEMNIFICATION AND INSURANCE

§ 1001. Indemnification. (a) Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

(b) The Contractor shall also defend and indemnify the County from any liability arising from the performance of this Contract as a result of an audit of funds received under this Contract due to the negligent acts or omissions of the Contractor in the performance of this Contract.

§1002. Insurance. (a) *General Insurance Requirements.* Without limiting the Contractor's indemnification of the County, and except as otherwise provided herein or in **Section 2** of the foregoing Contract, the Contractor shall provide and maintain at its own expense, throughout the term of this Contract the program(s) of insurance set forth in this **§ 1002** (at limits set forth in **Section 2(d)** of the foregoing Contract) and **Section 2** of the foregoing Contract, covering its operations as applicable hereunder in this Contract. In no event shall the Contractor allow any such insurance to lapse or expire during ther term of the Contract. Such insurance, which shall be provided by insurer(s) satisfactory to the County, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County and shall not call on the County's program(s) for contributions.

(b) *Evidence of Insurance*. Certificates or other evidence of coverage satisfactory to the County shall be delivered to CSS, 3175 W. 6th St., Los Angeles, CA 90020-1798, specifying the County Program Manager and CSS as the Contract Department prior to commencing services under this Contract. Such certificates or other evidence shall:

(1) Specifically identify this Contract;

(2) Clearly evidence all coverages required in this Contract;

(3) Contain express conditions that the County be given at least 30 days advance written notice of termination of any program of insurance evidenced on the certificate of insurance;

(4) Inlcude copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its special districts, its officials, officers, and employees as insureds for all activities arising from this Contract;

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

(c) The Contractor shall keep on file a copy of the policy in force during the term of this Contract and shall make such policy available to the County upon request.

(d) *Insurer Financial Ratings*: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

(e) Except as expressly provided in the foregoing Contract, program(s) of insurance shall include:

(1) *General Liability*: General liability insurance (written on ISO policy form CG 00 01 or its equivalent), naming the County as an additional insured, at the limits set forth in **Section 2(d)** of the foregoing Contract.

(2) *Automotive Liability*: (A) A program of insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than amounts set forth in **Section 2(d)** of the foregoing Contract. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto."

(B) If transportation is being provided to participants, additional Liability coverage will be required based upon the size of vehicle and the number of passengers (e.g., bus, van). Disclosure of planned participant transportation and the proof of the additional liability coverage must occur prior to execution of the contract or prior to provision of such services. Such additional coverage will be set forth in **Section 2(d)** of the foregoing Contract.

(3) *Workers' Compensation*: A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the *California Labor Code* or by any other state, and which specifically covers all persons providing services by or on behalf of the Contractor, and all participants served by the Contractor, and risks to such persons under this Contract. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible. In all cases, this insurance shall also include Employers' Liability coverage at limits set forth in **Section**

2(d) of the foregoing Contract.

(4) *Crime Coverage*: Insurance with limits in amounts not less than indicated in **Section 2(d)** of the foregoing Contract, covering against loss of money, securities, or other property referred to in this Contract, and naming the County as loss payee.

(5) *Professional Liability*: Insurance covering liability arising from any error, omission negligent or wrongful act of the Contractor, its board of directors, officers, employees, agents, or professional consultants, at limits set forth in **Section 2(d)** of the foregoing Contract. The coverage shall also provide an extended 2-year reporting period commencing upon termination or cancellation of this Contract.

§ 1003. Self-Insurance and Self-Insured Retentions. Self-insurance programs are subject to separate approval by the County upon review of evidence of Contractor financial capacity to respond. Additionally, such programs must provide the County with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance. The County will consider a self-insured program as an alternative to commercial insurance from the Contractor upon review and approval of the following:

(a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be a corporate resolution or a certified statement from a corporate official or an authorized principal of a partnership or a sole proprietorship. Contractor must notify the County immediately of discontinuation or substantial change in the program.

(b) Contract to provide the County at least the same defense of suits and payment of claims as would be provided by first-dollar commercial insurance.

(c) Contractor to notify the County immediately of any claim, judgment, settlement, award, verdict or change in Contractor financial condition, which would have a significant negative effect on the protection, that the self-insurance program provides the Count

(d) Name, address and telephone number of Contractor legal counsel and claims representative, respectively, for the self-insurance program.

(e) Financial statement that gives evidence of Contractor capacity to respond to claims falling within the self-insured program. Re-submission is required at least annually for the duration of the affected operation or more frequently at County's request. FAILURE TO COMPLY WILL RESULT IN WITHDRAWAL OF COUNTY APPROVAL.

§ 1004. Public Entities. (a) To the extent both parties to this Contract are public entities, and this provision is activated in writing by the County in the foregoing Contract, the following provision shall be substituted for **§ 1001, § 1002** and **§ 1003** herein:

(b) In contemplation of the provisions of Section 895.2 of the *California Government Code* of the State of California imposing certain tort liability jointly upon public entities solely be reason such entities being parties to Contract as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Contract to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-state purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the *California Civil Code* is made a part hereto as if fully set forth herein. Contractor certifies that it has adequate self insured retention of funds to meet any obligation arising from this Contract.

§ 1005. Notification of Incidents, Claims or Suits. (a) Contractor shall report to County:

(1) Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Program Manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

(b) All such reports shall be made in writing within 24 hours of occurrence.

§ 1006. Compensation for County Costs. In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County (including cost of obtaining requisite insurance for Contractor), Contractor shall pay full compensation for all costs incurred by County.

§ 1007. Insurance Coverage Requirements for Subcontractors. Contractor shall ensure any and all subcontractors performing services under this Contract meet all insurance requirements applicable to Contract as set forth in this Contract by either:

(a) Providing evidence of insurance covering the activities of subcontractors, or

(b) Providing evidence submitted by subcontractors evidencing that Contractor's subcontractors maintain the required insurance coverage. County retains the right to request, and Contractor agrees to provide upon such request, copies of evidence of subcontractor insurance coverage (including copies of related policies) at any time.

§ 1008. Failure to Procure or Maintain Insurance. Failure on the part of the Contractor to procure or maintain during the term of the Contract, insurance or otherwise satisfy the requirements of this **§ 1000** related to insurance, shall constitute a material breach upon which the County may, in its sole discretion, immediately terminate or suspend this Contract or procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the County shall be repaid by the Contractor to the County upon demand or the County may, without further notice to the Contractor, set off the cost of the premiums against any monies due to the Contractor from the County.

§ 1009. Performance Security Requirements. The County may, in its discretion, require Contractor to provide performance security as set forth herein. The County may require such surety to be provided by one of the following forms and conditioned upon faithful performance and satisfactory completion of services by Contractor:

(a) *Performance Bond.* A faithful performance bond in an amount equal to 100% of the Contract award amount and executed by a corporate surety licensed to transact business in the State; or,

(b) *Certificate of Deposit (CD) or Letter of Credit (LOC)*: A CD or an irrevocable LOC payable to the County upon demand in an amount to be determined by the County. Such CD or LOC shall comply with minimum criteria and standards established by the County and be maintained throughout the term of the Contract.

§ 1100. TERMINATION/SUSPENSION / PROBATION

§ 1101. Termination for Contractor's Default. (a) Services performed under this Contract may be terminated in whole or in part by the County providing to Contractor a written Notice of Default if:

(1) The Contractor fails to perform the Services within the time specified in this Contract or any extension approved by the County;

(2) The Contractor fails to perform any other covenant or condition of this Contract; or

(3) The Contractor fails to make progress so as to endanger its performance under this Contract.

(b) The Contractor shall have **ten (10) calendar days** from the date of the Notice of Default in which to cure the Default(s), however, in its sole discretion, the County, through the Director, may extend this period or authorize a longer period for cure.

(c) Without limitation of any additional rights or remedies to which it may be entitled, if the County terminates all or part of the Services for Contractor Default, the County, in its sole discretion, may procure replacement services and the Contractor shall be liable for all excess costs incurred by the County in connection with those replacement services, as determined by the County in its sole discretion.

(d) If it is determined that the Contractor was not in Default under the provisions of this Contract, or that the Default was excusable, then the rights and obligations of the parties shall be the same as if the Notice of Termination has been issued under **§ 1102** (Termination for Convenience).

§ 1102. Termination for Convenience. (a) Services performed under this Contract may be terminated in whole or in part at any time the County deems that termination is in its best interest. The County shall terminate Services by delivering to the Contractor a written Termination Notice, which specifies the extent to which Services are terminated and the effective termination date.

(b) After receiving a Termination Notice under this section, and unless otherwise expressly directed by the County, the Contractor shall take all necessary steps and shall stop Services on the date and to the extent specified in the Termination Notice and shall complete Services not so terminated.

(c) If the Contractor fails to submit final billing within thirty (30) days of the termination date, the County may determine on the basis of information available to the County, the amount, if any due to the Contractor. After the County makes this determination, it shall pay that amount to the Contractor. The County's determination shall be final.

§ 1103. Termination for Non-Appropriation of Funds. The County's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current fiscal year are subject to the County's legislative appropriation for this purpose. In the event this Contract extends into succeeding fiscal year periods and the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year payments, services shall automatically be terminated in accordance with the provisions of **§ 1102** (Termination for Convenience), as of the end of the then current fiscal year. The County shall make a good faith effort to notify the Contractor in writing of such non-allocation at the earliest time.

§ 1104. Termination for Insolvency. In addition to other provisions provided herein, the County may terminate this Contract for Default, as provided in **§ 1101**, in any of the following events:

(a) The Contractor becomes insolvent, that is, it has ceased to pay its debts in the ordinary

course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy Law.

(b) The Contractor files a voluntary petition for reorganization or bankruptcy and relief from the automatic stay in bankruptcy is obtained by the County.

(c) A Receiver or Trustee is appointed for the Contractor, provided that the Receiver or Trustee shall not have been dismissed within thirty (30) days of appointment.

(d) The Contractor executes an assignment for the benefit of creditors.

§ 1105. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in **§ 209** "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 County under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Contract pursuant to **§1101** "Termination for Contractor's Default" and pursue debarment of Contractor pursuant to County Code Chapter 2.202.

§ 1106. Termination for Improper Consideration. (a) 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, or any member of a commission or board created by the Board of Supervisors with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor performance pursuant to the 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.

(b) The Contractor shall immediately report any attempt by a County officer or employee, or a member of a commission or board created by the Board of Supervisors to solicit such improper consideration. The report shall be made either to the Director, the County Program Manager, or the County manager charged with the supervision of the employee or to the County Auditor- Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

§ 1107. Suspension of Contract. The County may, by giving notice, suspend all or part of the program operations for up to 60 days for Contractor failure to comply with the terms and conditions of this Contract. The Notice of Suspension, which shall be effective upon the date of posting, shall set forth the specific conditions of non-compliance and the period provided for corrective action. Within ten (10) working days from the date of the Notice of Suspension, the Contractor shall reply in writing, setting forth the corrective action(s) which will be undertaken, subject to the County's approval in writing. Failure to reply in accordance with this section may result in termination by the County of all or part of the Contract.

§ 1108. Probation. (a) The Director may place the Contractor on probationary status when it is determined by the Director for any program(s) herein that the Contractor either (1) has demonstrated a consistent and significant lack of achievement of Program and/or Participant summary goals, or (2) is out of compliance with County sanction policy guidelines, if any.

(b) If the Contractor is placed on probationary status, the Contractor shall submit a corrective action plan within ten (10) days of the notice of probationary status. The Director must review and if deemed warranted, approve the Contractor's Corrective Action Plan (CAP). The County reserves the right to terminate contract(s) of any Contractor on probationary status if the Contractor does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

§ 1200. GENERAL PROVISIONS

§ 1201. Time of Performance. (a) The term of this Contract shall be as set forth in **Section 5** of the foregoing Contract, and any additional period of time as is required to complete necessary close out activities, provided that said term is subject to the provisions of this Contract, including but not limited to, **§ 1000** (Indemnification and Insurance) and **§ 1100** (Termination/Suspension/Probation) of these Standard Terms and Conditions, and **Section 3** of the foregoing Contract. Performance shall not commence until the Contractor has obtained the County's approval of the documents as specified in **§ 403(a)**, and the County is in receipt of those documents as specified in **§ 403(b)**.

§ 1202. Contract Modifications/ Amendments. (a) This Contract fully expresses the agreement of the parties. Any modification or amendment of the terms or conditions of this Contract must be by means of a separate written document approved by the County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. The County may make a unilateral modification to this Contract at any time, if required by federal law or regulations, State law or policy, and/or County policy, within ten (10) working days after receipt of written modification from the federal, State or County government. Furthermore, to the extent funding for the program is eliminated or otherwise reduced, the County may in its sole discretion modify this Contract accordingly.

(b) **Funding/Budget Modifications.** (1) Changes to the total Contract funding as set forth in **Section 3** of the foregoing Contract may be made only by contract amendment.

(2) With regard to the movement of funds within an approved budget (i.e., from one category to another), such movement may not exceed 25% of the Contract amount. Such modifications must be in writing and mutually agreed upon by the County Program Manager or his/her designee, and Contractor and must be in the best interests of the County.

(3) Notwithstanding any provision in this Contract to the contrary, 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 correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. 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. The Contractor shall continue to provide all of the services set forth in the Contract.

(c) **Program Modifications.** Contractor requests for modifications, either budgetary or programmatic will not be accepted during the first two (2) months of the Contract period, nor during the last quarter of the Contract period (except where a written waiver is requested by the Contractor and accepted by the County). Furthermore, such requests shall not be submitted to the County more than once in each quarter except where a written waiver has been received by the County.

§ 1203. Prohibition Against Delegation and Assignment. (a) Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole of in part, without the prior written consent of the County. Any

assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this **§ 1203**, such County consent may be granted in the County's sole discretion and shall require a written amendment to this Contract which is formally approved and executed by the parties. Any billings to the County by any delegatee or assignee on any claim under this Contract, absent such County consent, shall not be paid by County. Any payments by the County to any delegate or assignee on any claim under this Contract, in consequence of any such County consent, shall reduce dollar for dollar any claims which the Contractor may have against the County and shall be subject to set-off or other reduction for any claims which the County may have against the Contractor, whether under this Contract or otherwise.

(b) Shareholders or partners, or both, of the Contractor may sell, exchange, assign, divest or otherwise transfer any interest they may have therein. However, in the event any such sale, exchange, assignment, divestment, or other transfer, including, without limitation, any merger, reverse merger or other corporate reorganization of the Contractor, is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this Contract, then prior written consent there of by the County's Board of Supervisors shall be required. Any payments by the County to the Contractor on any claim under this Contract shall not waive or constitute such County consent. Consent to any such sale, exchange, assignment, divestment or other transfer shall be refused only if the County, in its sole judgment, determines that the transferee(s) is (are) lacking in experience, capability and/or financial ability to perform all Contract services and other work. This is no way limits any County right found elsewhere in this Contract, including, but not limited to, any right to terminate this Contract.

§ 1204. Subcontracting. (a) No performance of this Contract or any portion thereof shall be subcontracted by the Contractor without the prior written consent of the Director. Any attempt by the Contractor to subcontract any performance of services under this Contract without the prior written consent of the County shall be null and void and shall constitute a material breach of this Contract upon which the County may immediately terminate this Contract in accordance with the provisions of **§ 1101** (Termination for Contractor's Default).

(b) Contractor request to the Director for approval to enter into a subcontract shall include:

(1) A description of the services to be provided by the Subcontractor.

(2) Identification of the proposed subcontractor and a description of the manner in which the proposed subcontractor was selected, and a statement of the extent of competition, if any, involved in the award of the subcontract.

(3) Any other information or certification requested by the Director.

(c) In the event the Director consents to subcontracting, all applicable provisions and requirements of this Contract shall be made applicable to such subcontract. To accomplish this requirement, the Contractor shall include in all subcontracts the following provision:

> "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all the provisions of such prime contract. All representations and warranties under this subcontract shall inure to the benefit of the County of Los Angeles."

(d) All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Contract, including, but not limited to, the duty to properly

supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allowability of any cost under this Contract.

(e) The Contractor agrees that it shall be held responsible to the County for the performance of any approved subcontract. Subcontracts shall be in writing, with a copy of each such contract forwarded to the County at or about the time of execution.

(f) The Contractor shall be solely liable and responsible for any and all payments and other compensation for all subcontractors and the County shall have no liability or responsibility with respect thereto.

(g) The Contractor shall not assign or subcontract any part or all of its interest in this Contract without written approval from the Director.

(h) All applicable provisions and requirements of this Contract shall apply to any subcontracts or agreements. The Contractor agrees that the Contractor shall be held responsible by the County for the performance of any subcontractor(s). Procurement of subcontractors and/or vendor services must be in compliance with appropriate County, State, and federal regulations, directives, and policies. Subcontracts must be in writing and a copy of each subcontract must be made available to the County upon request.

§ 1205. Repayment. The Contractor agrees to be bound by applicable County and Program disallowed cost procedures, rules and regulations, and to repay to the County any amount which is found to violate the terms of this Contract or applicable Program provisions or implementing rules and regulations.

§ 1206. Payment Contingency. Payments by County during the Contract period are conditioned by:

(a) The availability of Program funds, and

(b) The Contractor meeting performance goals set forth in **Exhibit C**, Statement of Work. Satisfaction of these conditions shall be determined by the Director after consultation with the County Program Manager.

§1207. Acquisition of Supplies and Equipment. (a) **Equipment**. Contractor shall obtain at least three (3) bids in writing prior to purchasing equipment over $5,000.00 per unit in value as approved in the Budget (**Exhibit D**), and must purchase from the lowest bidder, unless a written waiver is requested by Contractor and granted by the County. In addition, any purchase of equipment of $5,000.00 or more per unit shall require prior written approval of the County/State. All equipment costing over $5,000.00 and having a life expectancy of more than one (1) year shall be properly identified and inventoried as specified in the County Auditor-Controller Accounting and Contract Administration Handbook and shall be charged at its actual price deducting all cash discounts, rebates, and allowances received by Contractor. Equipment purchases approved in the budget these provisions will apply to leasing as well as to purchasing of equipment Title to such equipment shall be vested in County and/or State in accordance with Program regulations.

(b) **Purchase and Invoice Deadlines.** Purchase of equipment or property must be completed prior to the last three (3) months of the Contract period. Contractor must complete all purchases of supplies before the last two (2) months of the contract period. Invoices which have not been submitted for payment prior to the termination date of this Contract must be forwarded to the Department's Fiscal Section within sixty (60) business days after the Contract termination or they may not be honored. Exceptions to the preceding restrictions/imitations require prior written by the Director.

(c) During the term of this Contract, where equipment is purchased by the Department and furnished to the Contractor to assist in

providing services under the terms of this Contract, said equipment, whether fixed or non-fixed, is to be transferred or returned to the Department at the request of the Director.

§ 1208. Notices. (a) The appropriate County representative, as set forth in **Section 7** of the foregoing Contract, is the party to whom the Contractor shall forward all documents, reports, and records as required by this Contract.

(b) Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date of mailing.

(c) If the name and/or address of the person designated to receive the notices, demands or communications changes, the affected party shall notify the other party in writing of such change in accord with this section, within five (5) working days of said change.

§ 1209. Waivers. (a) Waivers of the provisions of this Contract shall be in writing and signed by the appropriate designee of the County.

(b) No waiver of a breach of any provision of this Contract shall constitute a waiver of any other breach of that provision or of any other provision of this Contract.

§ 1210. Grievance Procedures. Contractor shall submit to the County at the time required contract documents are presented to CSS Contract & Audit Unit, Contractor grievance procedures for both Program staff and participants in accordance with applicable Program regulations, State and local laws, rules, and regulations. The Contractor also agrees to process all complaint/grievances in accordance with its adopted grievance procedures and to provide the County with an updated copy of these procedures when they are revised. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The Contractor also assures and agrees that it will be bound by decisions issued under the County/Program participant grievance procedures.

§ 1211. Prohibition of Fees. Except as otherwise expressly authorized under relevant Program regulations, Contractor shall not charge clients fees and/or membership fees for any services funded under this Contract.

§ 1212. Validity. The invalidity of any provision of this Contract shall not void or affect the validity of any other provision.

§ 1213. Disputes. (a) The Contractor agrees to attempt to resolve disputes arising from this Contract by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this Contract shall be settled in accordance with County grievance procedures.

(b) Contractor shall participate in and be bound by the questioned and/or disallowed costs grievance procedures at the County level. The grievance procedure shall be as follows:

(1) Contractor shall request a meeting with the County Program Manager within thirty (30) days from the date of notice of disallowed costs. If the Contractor fails to take this action, the costs become automatically disallowed.

(2) If agreement cannot be reached with the Contractor regarding the disallowed costs within twenty-one (21) days after the meeting or fifty-one (51) days after the notice of disallowed costs, whichever is the lesser period, the Director shall make a final determination.

(3) Final determination by the Director shall be made within 72 days from the date of notice of disallowed costs. Contractor shall assure continued performance of this Contract during any disputes.

§ 1214. Entire Contract. (a)This Contract, together with the all exhibits thereto, constitutes the entire, full, complete and exclusive statement of understanding between the parties which supersede all previous written or oral agreements, and all prior communications between the parties relating to the subject matter of this Contract.

(b) Contractor warrants that it has received a copy of this **Standard Terms and Conditions** to this Contract and upon execution of this Contract, it shall be Contractor's responsibility to retain on file, and to abide by the entire Contract.

§ 1215. Captions. The section headings appearing herein shall not be deemed to govern, limit, modify or in any way affect the scope, meaning or intent of these terms and conditions.

§ 1216. Clean Air and Water Acts. To the extent applicable, Contractor shall comply with all applicable standards, orders, or requirements issued under sections 302 of Clean Air Act (42 U.S.C. 1857 (h), section 508 of the clean Water (33 U.S.C. 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Generally, this provision shall apply to contracts, subcontracts, and subgrants for amounts in excess of $100,000.

§ 1217. Intellectual Property Provisions. (a) *Federal Funding.* To the extent this Contract is funded in whole or in part by the federal government, the County may acquire and maintain the Intellectual Property rights, title and ownership, which result directly or indirectly from this Contract, except as provided in 37 CFR § 401.14. However, pursuant to 29 CFR § 97.34, the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

(b) *Ownership.* (1) Except where County has agreed in a signed writing to accept a license, the County shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by the Contractor or County and in which result directly or indirectly from this Contract.

(2) *Intellectual Property Defined.* (A) For the purposes of this Contract, Intellectual Property means recognized protectable rights and interest such as: patents (whether or not issued), copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by County, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(B) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings, and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products.

"Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Contract, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Contract, Contractor may access and utilize certain of County's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Contractor shall not use any of County's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of County. Except as otherwise set forth herein, neither the Contractor nor County shall give any ownership interest in or rights to its Intellectual Property to the other party. If, during the term of this Contract, Contractor accesses any third-party Intellectual Property that is licensed to County, Contractor agrees to abide by all license and confidentiality restrictions applicable to County in the third-party's license agreement.

(4) Contractor agrees to cooperate with County in establishing or maintaining County's exclusive rights in the Intellectual Property, and in assuring County's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the agreement (s) to include all Intellectual Property provisions of this **§ 1217.** Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to County all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or County and which result directly or indirectly from this Contract or any subcontract.

(5) Contractor further agrees to assist and cooperate with County in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce County's Intellectual Property rights and interests.

(c) *Retained Rights/License Rights.* (1) Except for Intellectual Property made, conceived derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Contractor hereby grants to County, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Contract, unless Contractor assigned all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Contract, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of County or third party, or result in a breach or default of any provisions of this **§1217** or result in a breach of any provisions of law relating to confidentiality.

(d) *Copyright.* (1) Contractor agrees that for purposes of copyright law, all works (as defined in Ownership, **§ 1217 (b)(2)(B))** of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Contract shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Contract will be a "work made for hire" whether that person is an employee of Contractor or that person has entered into an

agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that :

(A) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and

(B) that person shall assign all right, title, and interest to County to any work product made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

(2) All materials, including, but not
limited to, computer software, visual works or text, reproduced or distributed pursuant to this Contract that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this [Contract/Agreement] may not be reproduced or disseminated without prior written permission from County.

(e) *Patent Rights.* With respect to inventions made by Contractor in the performance of this Contract, which did not result from research and development specifically included in the Contract's scope of work, Contractor hereby grants to County a license as described under **§ 1217(c)** for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Contract's scope of work, then Contractor agrees to assign to County, without additional compensation, all its right, title and interest in and to such inventions and to assist County in securing United States and foreign patents with respect thereto.

(f) *Third-Party Intellectual Property.* Except as provided herein, Contractor agrees that its performance of this Contract shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (1) obtaining County's prior written approval; and (2) granting to or obtaining for County, without additional compensation, a license as described in **§ 1217(c)**, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Contract. If such a license upon these terms is unattainable, and County determines that the Intellectual Property should be included in or is required for Contractor's performance of this Contract, Contractor shall obtain a license under terms acceptable to County.

(g) *Warranties.* (1) Contractor represents and warrants that:

(A) It has secured and will secure all rights and licenses necessary for its performance of this Contract.

(B) Neither Contractor's performance of this Contract, nor the exercise by either party of the rights granted in this Contract, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly form this Contract will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(C) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(D) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest

in and to real estate, sites, locations, property or props that may be used or shown.

(E) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to County in this Contract.

(F) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(G) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Contract.

(2) **COUNTY MAKES NO WARRANTY, THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.**

(h) *Intellectual Property Indemnity.* (1) Contractor shall indemnify, defend and hold harmless County and its licenses and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to:

(A) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or

(B) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of County's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or County and which result directly or indirectly from this Contract.

This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Contract. County reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against County.

(2) Should any Intellectual Property licensed by the Contractor to County under this Contract become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve County's right to use the licensed Intellectual Property in accordance with this Contract at no expense to County. County shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for County to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, County may be entitled to a refund of all monies paid under this Contract, without restriction or limitation of any other rights

and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate County for breach of any term of this Intellectual Property provisions of this **§ 1217** by Contractor. Contractor acknowledges County would suffer irreparable harm in the event of such breach and agrees County shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

(i) *Survival.* The provisions set forth herein shall survive any termination or expiration of this Contract or any project schedule.

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Exhibit "B"

CalWORKs Youth Jobs Program 2005
MANDATED PROGRAM REQUIREMENTS

I. PURPOSE

On November 16, 1999 the Los Angeles County Board of Supervisors adopted the Long Term Self-Sufficiency (LTFSS) Plan. It creates strategies to stabilize CalWORKs and working poor populations within the County of Los Angeles by building their capacity to become self-sufficient. One of the strategies outlined in the LTFSS Plan is Youth Jobs.

The goal of participation in Youth Jobs Program is to set participants on a path where they will achieve various benchmarks in an effort to ultimately achieve one of the following indicators:

- Secondary school students reading at grade level
- Teenage high school graduation
- Mother's educational attainment at child's birth

II. GENERAL GUIDELINES

Youth eligible to participate in this program will be between the ages of 14-19 who is a member of a family receiving CalWORKs cash assistance. Priority will be given to CalWORKs Pregnant and/or Parenting Teens.

All participants will receive **200 hours** of paid service combining some or all of the following services, as appropriate: summer employment opportunities, basic skills remediation, career planning and employment readiness skills.

The number of paid hours may be decreased, not increased, by twenty-percent (20%) without the need for a written waiver. That is, the number of hours can be decreased to a minimum of 160 hours without a written waiver.

Participants are paid minimum wage according to California Labor Code (Section 1182.11) for participation in the program, which for the current year is $6.75. Youth over the age of 18 years who serve in a supervisory capacity may be paid an additional amount upon request by applicant agency and approval by Los Angeles County Community and Senior Services.

The mandated slot cost for this program is **$1765**.

III. ELIGIBILITY

Youth eligible to participate in Youth Jobs are:

- between the ages of 14-19, and
- a member of a family receiving CalWORKs cash assistance

*Priority will be given to CalWORKs Pregnant and/or Parenting Teens.

IV. PROGRAM DESIGN REQUIREMENTS

100% Assessments: Mandatory Pre- and Post-Testing Requirements
One-hundred percent (100%) of all youth enrolled in the Youth Jobs Program must be assessed using a standardized test for reading and mathematics skills. The test must be administered by qualified examiners and the results must be promptly placed in the youth's case file. The test results must indicate if the youth is performing in these areas at or below the standard for the youth's grade level. School records may also be used to establish reading/math skills.

Individual Service Strategy (ISS)
All services provided must be documented in the Individual Service Strategy (ISS) to reflect needs and goals, as determined by individual assessment. The ISS is a universal tool that outlines the progress and services to be provided to each youth. It will require continuous updating and must accurately reflect and measure the individual's current progress while enrolled in the program. The County has developed an ISS for standard use, and any modification to the prescribed form must be approved by the County. Please note that only County issued ISS are acceptable.

Mandatory Services
The Contractor will be required to provide youth enrolled into Youth Jobs with some or all of the following services, as appropriate, and document the provision of such services into the youth's ISS:

Mandatory Expenditures Requirements
Each contractor will be required to expend at least 70% of their **total** allocation on direct services to participants, which includes, but not limited to wages, fringe benefit, and all supportive services.

a) Summer Employment Opportunities/Paid Work Experience

All youth enrolled into Youth Jobs will be provided with Summer Employment Opportunities/Paid Work Experience.

The Summer Employment Opportunities component offers youth paid summer/year round work experience incorporating SCANS. The type of work activities offered to youth should achieve the following goals:

- Build and refine a strong work foundation and employment competencies,
- Experience in the discipline of work, and
- Gain an appreciation of the connection between work and learning which is critical to a long-term attachment to, and success in a rapidly changing labor force.

No payments to participants shall be made **until youth are placed in jobs**, and shall be allowable only for actual hours worked or spent in remediation courses. Thus, time spent in orientation and/or assessments cannot be paid.

Note: For youth who are on a **year-round track system**, paid work experience may take place during the youth's school breaks, after school, or on the weekends. **Out of school youth** may also be provided with paid work during the weekends and during the non-summer months.

b) Support Services

Contractors will cover the cost transportation and DPSS will cover the cost of child-care for recipients of CalLEARN.

c) Basic Skills Remediation

All youth who are enrolled in Youth Jobs must be tested to determine their academic grade level in reading and math. Those who test **at or below 8.9 grade level (below the 9th grade level) are basic skills deficient and must participate in a minimum of forty-five (45) hours of paid basic skills remediation. Moreover, remediation must be appropriate to the area of deficiency.**

The type of basic skills remediation could be one of the following:

- summer school;
- classroom training, which may occur on-site;
- tutoring;
- workshops;
- computerized training;
- and/or other activities, subject to prior approval of the County.

All participants who receive remediation must **also be post-tested**.

d) Career Planning

These activities expose youth to various career options, through guest speakers, job shadowing, and learning the use of Labor Market Information, etc.

e) Employment Readiness Skills

These activities utilize the basic skills that assist an individual to find and sustain employment, such as, resume writing, completing an application, interviewing techniques, how to dress, punctuality, regular attendance, demonstration of positive attitudes/behaviors, completing tasks effectively, etc.

Measurable Indicators

The goal of participation in the Youth Jobs Program is to guide participants down a path to a successful transition into the workforce, continue education and/or skills training. Based on the needs of the individual participant, any of the following benchmarks may be achieved through participation in Youth Jobs.

- Remained In School
- Dropout Returned to School
- Entered / Returned to College
- Completed Major Level of Education
- Entered Military Service
- Entered Unsubsidized Employment
- Entered unsubsidized/subsidized training program/apprenticeship.

Services reflected on the ISS must document how participation in the Youth Jobs Program has either reached or set the participant to achieve one of the above measurable indicators:

V. WORKSITES

In selecting worksites, the Contractor shall have an evaluation on file stating why a worksite was selected, as well as documentation that they have the following:

a. **Provided Supervisor Orientation:**
Orientation was provided to all supervisors of the Youth Jobs participants concerning the objectives, regulations, policies, and procedures of this program.

b. **Payroll and Worker's Compensation Costs:**
Provided payroll services to their selected contractors, if any, or ensured that their contractors administer their own payroll services.

Obtained and maintained the required Liability and Worker's Compensation Insurance. Certificate of such insurance shall be provided upon execution this Agreement and shall comply with the conditions of the County Insurance Requirement in Section 1000 et, al. as set forth in the Contract.

c. **Provided Safe Site:**
Ensure that each worksite provides a sanitary and non-hazardous work environment; each worksite must provide emergency instructions in case of fire or earthquake, etc.

d. **Executed Worksite Agreement:**
Develop and maintain, in written form, a signed agreement with the worksite agency in a form acceptable to the COUNTY which sets forth, in understandable language, the operational specifics of the worksite agreement, the mutual responsibilities of site supervisor and Contractor, and the program procedures to be followed. This agreement shall be signed by both parties and maintained on file by your agency's file with a copy at the worksite.

- ☐ A **copy of the agreement must be attached** to the Statement of Work.

- Work sites can only be developed in **governmental and/or private non-profit and non-sectarian** agencies.

VI. CONFIDENTIALITY AGREEMENT

All Contractors **must** have all applicable employee(s) review and sign the "Contractor Employee Acknowledgment and Confidentiality Agreement". Keep copies, along with the original copy, on file and ready for production upon request from CSS and/or any other authorized department or agency. CSS reserves all rights to review the above signed and completed "Contractor Employee Acknowledgment and Confidentiality Agreement" at any time and without prior notification.

VII. REPORTING REQUIREMENTS

A. **Data Transmission:** The CalWORKs Youth Jobs Program requires a monthly database transmission. Contractors are to submit their updated CalWORKs database on a monthly basis no later than the **fifth (5th) working day of each month via email transmission to**:

MIS Analyst: Humberto Chairez
Email: hchairez@css.co.la.ca.us

B. **Fiscal Monthly Invoice:** Two (2) copies of the Fiscal Monthly Invoice are to be submitted no later than the **fifth (5th) working day of each month** and sent to:

Community and Senior Services
3175 W. Sixth Street
Los Angeles, CA 90020
Attn: Patrick Malekian

Exhibit "C"

STATEMENT OF WORK

CONTENTS:

- **PROGRAM DESIGN**
- **LEAD AGENCY**
- **WORK SITES**
- **FISCAL CAPABILITIES**

PROGRAM DESIGN

1. Describe the strategies that will be used in recruiting CalWORKs parenting teens and members of CalWORKs families.

2. Describe how your program will determine and document eligibility.

3. Describe how your agency will (a) assess for and (b) provide the following services to youth enrolled in the program, in compliance with the County mandated program guidelines under this Contract. **(Include the tools/criterion used for assessment).**

   Please respond to each of the services separately.

   - Summer Employment Opportunities
   - Support Services
   - Basic Skills Remediation (***include process for pre and post testing***)
   - Career Planning, and
   - Employment Readiness Skills

   NOTE: The following language must appear under Basic Skills Remediation in your Statement of Work.

   > *"All youth participants will be pre-tested and those who are determined to be basic skills deficient shall be provided with at least 45 hours of paid remediation and be post-tested thereafter."*

4. Describe how Youth Jobs participants will transition into the WIA youth system after completion of the Youth Jobs component, if determined WIA eligible.

5. Provide the ratio of case managers to CalWORKs youth participant. (# case managers : # of participants to be served)

LEAD AGENCY

6. Describe how your Youth Jobs Program will service CalWORKs youth within the Lead Agency, Collaboration and Youth Center structure you developed.

   - Indicate any subcontractors and the services they will be providing.

   Note: the Budget must reflect any subcontractors mentioned in the Statement of Work and vice versa.

WORKSITES

7. A written and executed Work Site Agreement shall be developed between your agency and the work site agency. This agreement shall be signed by both parties and maintained on file by your agency's file with a copy at the work site. The agreement must be acceptable to the County in form and must clearly set forth the operational specifics of the site assignment, the mutual responsibilities of the site supervisor and your agency.

   - A **copy of the agreement must be attached** to the Statement of Work.

   Note: Worksites can only be developed in governmental and/or private non-profit and non-sectarian agencies.

8. Include a list of each worksite, including the following information:

   - Supervisorial District
   - Site Name / Address / City / Telephone Number
   - Maximum number of youth to be assigned to the site
   - Job functions and corresponding job description for youth assigned to the site.
     Note: A finding that a youth is performing functions other than the authorized functions or work may result in closure of the work site.
   - Hours of operation for the work sites

FISCAL CAPABILITY

9. Describe your agency's ability to accept fiscal capability for County grant funds and ability to track and report stated outcomes. Include a description of the system in place for safeguarding these funds.

10. Describe your agency's fiscal record keeping facilitating audit reviews.

11. Describe your agency's participant record keeping methods to facilitate audit reviews.

12. Describe how your collaborators have combined existing financial and other resources (specify) to maximize program effectiveness.

MANDATORY EXPENDITURE REQUIREMENTS

NOTE: Each contractor will be required to expend at least 70% of their **total** allocation on direct services to participants, which includes, but not limited to wages, fringe benefit, and all supportive services.

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR CITIZENS
CalWORKs YOUTH JOBS PROGRAM

CONTRACTOR NAME:	CONTRACT PERIOD:	APPROVED BY:	
PREPARED BY:		DATE:	
TITLE:	CONTRACT NUMBER:	MOD#	AMEND#
TELEPHONE:		EFFECTIVE DATE	

PROGRAM PLANNING SUMMARY

SUMMARY BY SUPERVISORIAL DISTRICTS	DISTRICT:	ALLOCATION:	NUMBER OF PARTICIPANTS:
	FIRST:		
	SECOND:		
	THIRD:		
	FOURTH:		
	FIFTH:		
	TOTALS:		

	ENROLLMENT & TERMINATION SUMMARY	PERIOD ENDING 6-30-05	PERIOD ENDING 9-30-05
A	**TOTAL PARTICIPANTS**		
B	**TOTAL TERMINATIONS** (Sum of lines 1-7)		
	1 Remained in school:		
	2 Dropout Returned to school:		
	3 Entered / Returned to College:		
	4 Completed Major Level of Education:		
	5 Entered Military Service:		
	6 Entered Unsubsidized Employment:		
	7 Entered Unsubsidized/Subsidized Training Program/Apprenticeship:		
	8 Other Completion Than Listed Above:		
	9 Negative Terminations/Drop Outs:		
C	**TOTAL CURRENT PARTICIPANTS** (A minus B)		
D	**Transition to Workforce Investment Act**		

COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES
Long-Term Family Self-Sufficiency

CalWORKs YOUTH JOBS PROGRAM
BUDGET SUMMARY

AGENCY NAME: _____

CONTACT NAME: _____

CONTACT TELEPHONE: _____

A. COST ACTIVITY SUMMARY

TOTAL COST: _____

CalWORKs YOUTH JOBS PROGRAM	AMOUNT BUDGETED	% ALLOCATED
ADMINISTRATION COSTS Period Ending 3/30/06		
PROGRAM COSTS Period Ending 3/30/06		
ADMINISTRATION COSTS Period Ending 9/30/06		
PROGRAM COSTS Period Ending 9/30/06		
TOTAL COSTS		

B. ALLOCATIONS BY SUPERVISORIAL DISTRICT FOR WIA PROGRAM

CalWORKs YOUTH JOBS PROGRAM	I	II	III	IV	V	TOTAL
ADMINISTRATION COSTS Period Ending 3/30/06						
PROGRAM COSTS Period Ending 3/30/06						
ADMINISTRATION COSTS Period Ending 9/30/06						
PROGRAM COSTS Period Ending 9/30/06						

C. QUARTERLY EXPENDITURES OF PROGRAM COSTS - CUMULATIVE

CalWORKs YOUTH JOBS PROGRAM	JUNE	SEPTEMBER	DECEMBER	MARCH
ADMINISTRATION COSTS Period Ending 3/30/06				
PROGRAM COSTS Period Ending 3/30/06				
ADMINISTRATION COSTS Period Ending 9/30/06				
PROGRAM COSTS Period Ending 9/30/06				
TOTAL COSTS				

County of Los Angeles
CalWORKs YOUTH JOBS PROGRAMS
LINE ITEM BUDGET (1)

AGENCY NAME: _____

LINE ITEM EXPENDITURES					
PERSONNEL COSTS	**(1A) Period 6/30/05 ADMINISTRATIVE**	**(1B) Period 6/30/05 PROGRAM**	**(2A) Period 9/30/05 ADMINISTRATIVE**	**(2B) Period 9/30/05 PROGRAM**	**(SUM 1A+1B+2A+2B) TOTAL**
Staff Salaries & Wages					
Staff Fringe Benefits					
Sub-Total Personnel Costs					

NON-PERSONNEL COSTS	**(1A) Period 6/30/05 ADMINISTRATIVE**	**(1B) Period 6/30/05 PROGRAM**	**(2A) Period 9/30/05 ADMINISTRATIVE**	**(2B) Period 9/30/05 PROGRAM**	**(SUM 1A+1B+2A+2B) TOTAL**
Facility (Rent)					
Utilities (Telephone, Gas, Electricity, Water)					
Janitorial Services					
Maintenance Repairs					
Monitoring					
Computer Hardware/Software Purchase					
Office Equipment					
Training Materials					
Consumable Supplies					
Advertisement					
Print / Reproduction					
Professional Services					
Consultant					
Audit					
Travel					
Meeting/Conferences					
Insurance:					
A) Liability/Automobile					
B) Building					
C) Other Insurance					
Staff Training/Workshops/TA					
Other Miscellaneous					
Sub-Total Non-Personnel Costs					

*** Column 1A and 1B represent the adminstrative and program costs for the start up period ending in June 30, 2005.**
**** Column 2A and 2B represent the administrative and program costs for the remaining period starting July 1, 2005 to September 30, 2005.**
***** The sum for Column 1A+1B may total up to 10% of the sum of colums 1A+1B+2A+2B**

County of Los Angeles
Community Senior Services
CalWORKs YOUTH JOBS PROGRAM
LINE ITEM BUDGET (2)

LINE ITEM EXPENDITURES					
PARTICIPANT COSTS	**(1A) Period 6/30/05 ADMINISTRATIVE**	**(1B) Period 6/30/05 PROGRAM**	**(2A) Period 9/30/05 ADMINISTRATIVE**	**(2B) Period 9/30/05 PROGRAM**	**(SUM 1A+1B+2A+2B) TOTAL**
Participant Wages / Work Experience					
Participant Fringe Benefits					
OJT Employer Reimbursement					
Tuition Payments / Vouchers					
Vocational Exploration					
Limited Internships					
Stipends					
Incentive					
Bonus Payments					
Child Care					
Transportation					
Housing Costs					
Uniforms/Work Related Tool Costs					
Other Supportive Services (Specify)					
Sub-Total Participant Costs					
NOTE: THE SUB-TOTAL FOR PARTICIPANT COSTS MUST EQUAL AT LEAST 70% OF THE TOTAL ALLOCATION					
SUBCONTRACTORS COSTS*	**(1A) Period 6/30/05 ADMINISTRATIVE**	**(1B) Period 6/30/05 PROGRAM**	**(2A) Period 9/30/05 ADMINISTRATIVE**	**(2B) Period 9/30/05 PROGRAM**	**(SUM 1A+1B+2A+2B) TOTAL**
Sub-Total Subcontractors Costs					
****Indirect Cost Rate**					
% of					
Sub-Total Indirect Cost					
GRAND TOTAL					

* INDICATE THE NAME OF ALL SUBCONTRACTOR(S). SERVICES TO BE PROVIDED BY NAMED SUBCONTRACTORS MUST BE REFLECTED IN THE STATEMENT OF WORK.
** IF INDIRECT RATE IS CHARGED, A COST RATE LETTER MUST BE INCLUDED FROM A COGNIZENT STATE OR FEDERAL AGENCY

NON-PERSONNEL SCHEDULE
START-UP PERIOD ENDING 6/30/05

Contractor Name: _____

LINE ITEM EXPENDITURES	Description/Justification For Line Item Expenditures (Show All Calculations Where Possible)	TOTAL
Facility (Rent)		
Utilities (Telephone, Gas, Electricity, Water)		
Janitorial Services		
Maintenance Repairs		
Monitoring		
Computer Hardware/Software Purchase		
Office Equipment		
Training Materials		
Consumable Supplies		
Advertisement		
Print / Reproduction		
Professional Services		
Consultant		
Audit		
Travel		
Meeting/Conferences		
Insurance:		
A) Liability/Automobile		
B) Building		
C) Other Insurance		
Staff Training/Workshops/TA		
Other Miscellaneous		

NON-PERSONNEL SCHEDULE
PERIOD ENDING 9/30/05

Contractor Name: _____

LINE ITEM EXPENDITURES		
LINE ITEM EXPENDITURES	**Description/Justification For Line Item Expenditures (Show All Calculations Where Possible)**	**TOTAL**
Facility (Rent)		
Utilities (Telephone, Gas, Electricity, Water)		
Janitorial Services		
Maintenance Repairs		
Monitoring		
Computer Hardware/Software Purchase		
Office Equipment		
Training Materials		
Consumable Supplies		
Advertisement		
Print / Reproduction		
Professional Services		
Consultant		
Audit		
Travel		
Meeting/Conferences		
Insurance:		
A) Liability/Automobile		
B) Building		
C) Other Insurance		
Staff Training/Workshops/TA		
Other Miscellaneous		

County of Los Angeles
Long-Term Family Self-Sufficiency
CalWORKs YOUTH JOBS PROGRAM

PERSONNEL SCHEDULE

POSITION TITLE (1 Staff Position Per Line)	#	Annual Salary	% of Time	(1A) Period ending 6/30/05 ADMINISTRATIVE	(1B) Period ending 6/30/05 PROGRAM	(2A) Period ending 9/30/05 ADMINISTRATIVE	(2B) Period ending 9/30/05 PROGRAM	(SUM 1A+1B+2A+2B) TOTAL
Sub-Total Staff Salaries								

EMPLOYER EXPENSES, CONTRIBUTIONS AND BENEFITS

Employment Taxes / Benefits			(1A) Period 6/30/05 ADMINISTRATIVE	(1B) Period 6/30/05 PROGRAM	(2A) Period 9/30/05 ADMINISTRATIVE	(2B) Period 9/30/05 PROGRAM	(SUM 1A+1B+2A+2B) TOTAL
Sub-Total Staff Benefits							
Grand Total							

CalWORKs YOUTH JOBS PROGRAM

PARTICIPANT COST CATEGORY			
PARTICIPANT COST	Start-Up Period ending 6/30/05	Period ending 9/30/05	TOTAL COST
PARTICIPANT WAGES			
PARTICIPANT FRINGE BENEFITS			
GRAND TOTAL			

EMPLOYER EXPENSES, CONTRIBUTIONS AND BENEFITS			
PARTICIPANT FRINGE BENEFITS	Start-Up Period ending 6/30/05	Period ending 9/30/05	TOTAL COSTS
FICA			
H.I.T.			
Workers Compensation			
GRAND TOTAL			

COUNTY OF LOS ANGELES

Long-Term Family Self-Sufficiency

CalWORKs YOUTH JOBS PROGRAM
JOB DESCRIPTION

CONTRACTOR NAME: _____

POSITION TITLE: _____ **No. of Position:** _____

Provide a brief description of 1) the minimum qualifications (experience/technical skills) required for the position and 2) the responsibilities and duties for the above titled position charged to this program:
(Attach as many additional sheets as needed)

1. QUALIFICATIONS:

_____

_____

_____

_____

_____

_____

2. DUTIES AND RESPONSIBIITIES:

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Attachment C
CalWORKs CONTRACT # _____
AMENDMENT # _____

COMMUNITY AND SENIOR SERVICES
OF THE COUNTY OF LOS ANGELES

CONTRACT AMENDMENT

LONG-TERM FAMILY SELF-SUFFICIENCY PLAN
CALWORKS YOUTH JOBS

This **AMENDMENT** is made and entered into this ____ day of_____ 200__, by and between the **County of Los Angeles** ("**County**"), by and through its Department of Community and Senior Services (hereinafter referred to as "**CSS**") and _____ hereinafter referred to as the **"Contractor".**

RECITALS

WHEREAS, the parties hereto have previously entered into a contract on the ____ day of_____ 200__, for the purpose of administering the CalWORKs Youth Jobs Program in accordance with applicable CalWORKs provisions, implementing regulations, grant requirements, rules and policies, including the terms of the MOU between DCSS and DPSS. (hereinafter the "Contract"); and

WHEREAS, CSS has been delegated authority to increase or decrease contract amounts based on a contractor's performance and availability of funding provided that the amount of change does not exceed 15% of the original amount; and

WHEREAS, CSS has determined that the Contractor's performance has been satisfactory, that the need for services continues to exist, and that funding to continue such services is currently available; and

WHEREAS, the Contractor has been approved for allocation of $_____ in additional funding based on this determination; and

WHEREAS, the parties hereto desire to amend the Contract to allocate the identified funding in accordance with the terms and conditions set forth below; and

NOW THEREFORE, the parties hereto agree as follows:

I. Subsection (a) of SECTION 3 (COUNTY OBLIGATION), is amended in its entirety to read as follows:

The County agrees to reimburse CONTRACTOR for provision of services identified in the Statement of Work (Exhibit C) in accordance with relevant invoicing policies and procedures set forth in this Contract; provided, however, that the amount obligated and paid to the CONTRACTOR by the County shall not exceed _____ dollars ($_____.00) during the term of this Contract.

II. SECTION 4 (TERM) is amended in its entirety to read as follows:

The term of this Contract shall commence on ____[original date]____, 2005 and terminate no later than _____, 2005, except as otherwise provided herein.

III. The following ATTACHMENT AND EXHIBIT DOCUMENTS are hereby amended by adding new/revised documents, which are attached hereto, and which will reflect the time extension and/or increase in services, as applicable:

Statement of Work (Exhibit C)
Participant Characteristics Summary (Exhibit D)
Budget Forms (Exhibit E)

IV. Except as expressly amended by this Amendment, the terms and conditions of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the County of Los Angeles has caused this contract amendment to be subscribed on its behalf by the Interim Director of Community and Senior Services, or her designee, and the Contractor has subscribed the same through its authorized officer, the day, month, and year first above written. The person signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

By: _____
CYNTHIA D. BANKS, Interim Director
Community and Senior Service

Approved as to Form:
County Counsel

By:_____
Deputy

CONTRACTOR

By: _____
(Signature)

_____
(Print or Type Name)

_____
(Title)

_____
(Date)

Attachment D

Minority/Participation/Ownership of Firms/Agencies Entities
PERCENT MINORITY/WOMEN PARTICIPATION

FIRM/AGENCY/ENTITY	OWNERSHIP (1)	PARTNERSHIP (1)	BOARD MEMBERS	STAFF
Antelope Valley	N/A	N/A	58%/64%	75%/75%
East San Gabriel Valley Consortium dba L.A. Works	N/A	N/A	33%/33%	38%/33%
Mid San Gabriel Valley Consortium	N/A	N/A	63%/25%	73%/73%
West San Gabriel Valley Consortium dba Career Partners	N/A	N/A	18%/18%	86%/69%
City of Compton	N/A	N/A	100%/17%	10%/80%
Hub Cities Consortium	N/A	N/A	83%/17%	95%/67%
Southeast Area Social Services Funding Authority (SASSFA)	N/A	N/A	60%/40%	72%/78%
Communities in School	N/A	N/A	77%/61%	95%/73%
Los Angeles Office of Education (LACOE)	N/A	N/A	43%/86%	85%/85%
Archdiocese of Los Angeles	N/A	N/A	33%/50%	85%/78%
Pomona Valley Youth Employment Services	N/A	N/A	100%40%	100%/80%
Soledad Enrichment Action, Inc.	N/A	N/A	69%/10%	99%/44%
SER So. Bay/Jobs For Progress	N/A	N/A	100%/60%	90%/75%
Maravilla Foundation	N/A	N/A	100%/13%	95%/30%
William S. Hart UHSD	N/A	N/A	20%/40%	15%/60%
Youth Opportunities Unlimited	N/A	N/A	60%/60%	50%/70%