

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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Fifth District

June 20, 2006

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

Dear Supervisors:

**RECOMMENDATION TO AWARD GENERAL RELIEF
OPPORTUNITIES FOR WORK (GROW) PROGRAM SUPPORT SERVICES
CONTRACT TO LOS ANGELES COUNTY OFFICE OF EDUCATION
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Director of the Department of Public Social Services (DPSS) to prepare and execute a contract, in substantially similar form as the enclosed with the Los Angeles County Office of Education (LACOE) for GROW Program Support Services for three years commencing July 1, 2006 through June 30, 2009, at a maximum cost of \$6,865,984 which will be partially offset by federal funds allocated for the Food Stamp Employment and Training (FSET) program.
2. Delegate authority to the Director of DPSS, to prepare and sign amendments to the contract that result in any decrease, or any increase of no more than 10 percent of the original Contract amount when the change is necessitated by additional and necessary services that are required in order to comply with changes in federal, State or County requirements. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action will allow DPSS to continue vital GROW program support services including training and technical support for GROW services providers, and specialized Job Skills Preparation Classes (Specialized JSPC) to the County's GROW Program participants (collectively referred to as Program Support Services). The GROW program offers employment and training services to employable General Relief participants and is designed to help them obtain jobs and achieve self-sufficiency. The Specialized JSPC's include Security Guard training, Office Occupations training, and FASTRAK, an accelerated job club for returning participants. The current contract expires June 30, 2006.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan: Goal #5: Improve the well-being of children and families in Los Angeles County, Strategy #2: Enhance the ability of families to achieve self-sufficiency and economic well-being.

FISCAL IMPACT/FINANCING

The total maximum cost of the GROW Program Support contract for the three-year period is \$6,865,984. The cost of the contract is partially offset by federal funds allocated for the FSET Program. The remainder is net County cost, which is estimated at \$1,135,864, \$1,153,550 and \$1,171,729 for the first, second and third contract year, respectively, for a total of \$3,461,143 for the three years. Funding for FY 2006-07 is included in the Department's proposed budget. Future years' costs will be included in the Department's annual budget requests for those years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The current contract for these services expires June 30, 2006. The recommended contract is for three years with a fixed monthly fee. The contract includes provisions to adjust payments based on actual expenses incurred.

Since the recommended contract requires the development and utilization of resources, training and logistical support which are not routinely performed by County staff, it continues to be a non-Prop A contract.

The recommended contract has been approved as to form by the CAO and County Counsel.

CONTRACTING PROCESS

The GROW Program Support Services contract with LACOE was negotiated as a contract with a public education institution, as permitted by California Department of Social Services regulations Section 23-650.1.12. During negotiations, LACOE agreed to keep the cost at the current rate for the first year of the new contract term with a modest increase in costs for the remaining two years of the contract term. LACOE has the expertise and resources required to provide Program Support Services, including curriculum development, operation of Specialized JSPC's, training of GROW service providers' facilitators, and providing technical assistance for the GROW Program.

CONTRACT PERFORMANCE

The monitoring of the current contract is performed on a quarterly basis. The last monitoring for the period of October 1, 2005 through December 31, 2005 was completed in April 2006 and the monitoring report was issued in May 2006. Overall the current contractor, LACOE, was in compliance with the contract requirements. LACOE placed 26 percent of FASTRAK participants, 23 percent of Office Occupations participants, and 73 percent of Security Guard Training participants, into full-time employment.

DPSS verifies contract performance by utilizing participant interviews, on-site visits and classroom observations, participant case reviews, and voluntary participant satisfaction survey results.

For the recommended contract, the expected performance outcome is to prepare Los Angeles County employable GR participants to seek and obtain full-time unsubsidized employment. The full-time job placement rate of the participants who start a Specialized JSPC is used as the standard measurable outcome. The minimum placement rates for the three Specialized JSPC's are as follows: 1) a 25 percent placement rate per quarter for the participants starting FASTRAK; 2) a 35 percent placement rate per quarter for the participants starting specialized Office Occupations Classes; and 3) an 80 percent placement rate per quarter for the participants starting specialized Security Guard training.

Honorable Board of Supervisors
June 20, 2006
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IMPACT ON CURRENT SERVICES

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

CONCLUSION

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

Respectfully submitted,



Bryce Yokomizo
Director

BY:dok

Enclosure

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

**DEPARTMENT OF
PUBLIC SOCIAL SERVICES**



**CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES COUNTY OFFICE OF EDUCATION
FOR
GENERAL RELIEF OPPORTUNITY FOR WORK
PROGRAM SUPPORT SERVICES**

**Prepared By
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746-3411**

June 20, 2006

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
LOS ANGELES COUNTY OFFICE OF EDUCATION
FOR
GENERAL RELIEF OPPORTUNITY FOR WORK
PROGRAM SUPPORT SERVICES**

This Contract and Attachments are made and entered into this _____ by and between County of Los Angeles, hereinafter referred to as COUNTY and Los Angeles County Office of Education (LACOE) hereinafter referred to as CONTRACTOR. LACOE is located at 9525 W. Imperial Highway, Downey, California 90242.

RECITALS

WHEREAS, Section 17000.6(f) of the Welfare and Institutions Code permits counties to continue the General Relief Mandate relief grant level if they provide a mandatory Welfare-to-Work program equivalent to that provided to CalWORKs recipients; and

WHEREAS, the December 15, 1998 Board of Supervisors' order to the Department of Public Social Services (DPSS) to implement Section 17000.6(f) of the Welfare and Institutions Code in Los Angeles County; and

WHEREAS, this Contract is further authorized by California Government Code Section 26227 and 31000; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties hereto agree as follows:

1.0 APPLICABLE DOCUMENTS

Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, and S are attached to and form a part of this Contract.

In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable product between the Contract and the Attachments, or between Attachments, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Attachments according to the following priority:

- 1.1** ATTACHMENT A - Statement of Work and Technical Exhibits
- 1.2** ATTACHMENT B - CONTRACTOR's Budget
- 1.3** ATTACHMENT C – No Conflict of Interest
- 1.4** ATTACHMENT D – Familiarity of the County Lobbyist Ordinance Certification
- 1.5** ATTACHMENT E - CONTRACTOR's EEO Certification
- 1.6** ATTACHMENT F- CONTRACTOR's Nondiscrimination in Services Certification
- 1.7** ATTACHMENT G - Assurance of Compliance of Civil Rights Resolution Agreement with Los Angeles County Department of Public Social Services
- 1.8** ATTACHMENT H - Attestation of Willingness to Consider GAIN/GROW Participants
- 1.9** ATTACHMENT I - CONTRACTOR Employee Acknowledgement and Confidentiality Agreement
- 1.10** ATTACHMENT J - CONTRACTOR Employee Jury Service Program
- 1.11** ATTACHMENT K - CONTRACTOR Employee Jury Service Program Certification Form & Application for Exception
- 1.12** ATTACHMENT L- Title 2 ADMINISTRATION - Determinations of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment Ordinance

- 1.13** ATTACHMENT M - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tiered Covered Transaction (45 C.F.R. PART 76)
- 1.14** ATTACHMENT N - Notice 1015 - Earned Income Credit
- 1.15** ATTACHMENT O - Safely Surrendered Baby Law Fact Sheet
- 1.16** ATTACHMENT P - Charitable Contributions Certification Form
- 1.17** ATTACHMENT Q - Administration of Contract – COUNTY
- 1.18** ATTACHMENT R- Administration of Contract – CONTRACTOR
- 1.19** ATTACHMENT S- Civil Rights Complaint – Contractor Form and Flowchart

This Contract and the Attachments hereto constitute the complete and exclusive statement of understanding between the parties and, supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Section 8, Terms and Conditions, Subparagraph 8.7, Change Notices and Amendments, and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

ACCEPTABLE QUALITY LEVEL (AQL): A measure to express the allowable leeway or variance from a standard before COUNTY will reject a specific service. An AQL does not imply that CONTRACTOR may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

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

- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
- **Indirect Costs** - General Accounting/Bookkeeping, Management Overhead and other (specified).
- **Total Cost to Contract Services** - The total cost of Direct and Indirect Costs.

BOARD OF SUPERVISORS: The Board of Supervisors of the County of Los Angeles.

CONTRACT: Agreement executed between COUNTY and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

CONTRACT DISCREPANCY REPORT (CDR): A report used by the Quality Assurance Evaluator to record Contract information regarding discrepancies or problems with CONTRACTOR's performance. If CONTRACTOR's performance is determined to be unsatisfactory, the COUNTY Contract Administrator is required to forward the CDR to CONTRACTOR for his response (See Attachment A, Technical Exhibit 2).

CALIFORNIA DEPARTMENT OF SOCIAL SERVICES (CDSS): References in the State Manual of Policies and Procedures.

CONTRACT MANAGEMENT DIVISION (CMD): The Department of Public Social Services' Division responsible for the Contract.

COUNTY CONTRACT ADMINISTRATOR (CCA): Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by CONTRACTOR.

CONTRACTOR: LACOE which has entered into a contract with the COUNTY to perform or execute the work covered by the Statement of Work.

CONTRACTOR PROJECT MANAGER: The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.

DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): The COUNTY department responsible for providing social and financial services to eligible persons.

DIRECTOR: The Director of DPSS, County of Los Angeles, or authorized representative.

FISCAL YEAR (FY): A fiscal year commences on July 1 and ends the following June 30.

GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PROGRAM: An employment services program with the goal of preparing Los Angeles County employable General Relief (GR) recipients to seek and obtain full-time unsubsidized employment.

GROW PARTICIPANTS: GR participants who are offered a wide range of services designed to help them transition from welfare dependence to employment. GR participants are screened individuals who are ready for employment and are willing to accept entry level positions which will give them work experience and the opportunity for advancement.

PERFORMANCE INDICATORS: Characteristics which can be identified objectively to establish the performance of activities and services to the required standards.

PERFORMANCE REQUIREMENTS SUMMARY: Identifies the key performance indicators of the contract that will be evaluated by COUNTY to assure Contract performance standards are met by CONTRACTOR (See Attachment A1, Technical Exhibit 6.1).

QUALITY ASSURANCE: Those actions taken by COUNTY to check goods or services listed on the Performance Requirements Summary (PRS) to determine that they meet the requirements of the Statement of Work.

QUALITY CONTROL PROGRAM: Those actions taken by CONTRACTOR to ensure that delivery of service is in conformance with the requirements of the Statement of Work.

RANDOM SAMPLE: A sampling method where each service output in a lot has an equal chance of being selected. This method may be used to numerically test the quality of services offered by CONTRACTOR in performance of the Contract conditions.

STANDARD: The acceptable level of performance set by COUNTY for performing a service or activity.

USER COMPLAINT REPORT: The report used by COUNTY to record Contract information and discrepancies or problems with CONTRACTOR performance. CONTRACTOR shall respond to each User Complaint.

WORK DAYS: For the purposes of this Contract, work days shall be defined as Monday through Friday.

3.0 SCOPE OF WORK

CONTRACTOR shall provide program support services for the General Relief Opportunity for Work (GROW) Services Program as specified in Attachment A, Statement of Work.

4.0 TERM OF CONTRACT

4.1 The Contract term shall be for a three-year period commencing July 1, 2006 or the day after the Los Angeles County Board of Supervisors' award whichever is later, unless sooner terminated in whole or in part as provided in this Contract.

4.2 CONTRACTOR shall notify DPSS when this Contract is within six (6) months from the expiration date of June 30, 2009 as provided for hereinabove. CONTRACTOR shall notify DPSS in writing and shall send this written notification to the DPSS address provided herein.

5.0 CONTRACT PAYMENT

5.1 Maximum Contract Amount

The maximum contract amount is \$6,865,984 for the thirty-six (36) month term of this Contract. The maximum amounts for the following periods shall be as follows:

12-month period July 1, 2006 – June 30, 2007	- \$2,253,251
12-month period July 1, 2007 – June 30, 2008	- \$2,288,335
12-month period July 1, 2008 – June 30, 2009	- \$2,324,398

5.1.1 Contract expenditures that exceed the maximum amount per period referenced above shall not be reimbursed by COUNTY and shall become the fiscal responsibility of CONTRACTOR.

5.1.2 CONTRACTOR shall maintain a system of record keeping that will allow CONTRACTOR to determine when it has incurred seventy-five percent of the maximum Contract amount under this Contract. Upon occurrence of this event, CONTRACTOR shall send written notification to the Department of Public Social Services at the address provided herein, under sub-paragraph 8.41.5.

5.2 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 of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or termination of this Contract.

5.3 Basic Compensation

5.3.1 Payments for Program Support Services for the GROW Program will be made monthly in arrears provided that CONTRACTOR is not in default under any provisions of the Contract and has submitted a complete and accurate invoice, with documentation attached, supporting the invoice. The monthly amounts shall be as follows:

12-month period July 1, 2006 – June 30, 2007	- \$187,770.91
12-month period July 1, 2007 – June 30, 2008	- \$190,694.58
12-month period July 1, 2008 – June 30, 2009	- \$193,699.83

5.3.2 CONTRACTOR shall submit quarterly reconciliation invoices representing actual costs. The COUNTY shall reconcile the monthly compensation to the quarterly reconciliation invoices as outlined under Section 5.6.

5.3.3 CONTRACTOR may, at CONTRACTOR's discretion, reallocate funds among each of the budget categories as shown in Attachment B, CONTRACTOR's Budget, to a maximum of 10% of each budget category not to exceed the total contract amount as stated in Section IV, Fiscal Provisions. Reallocation of funds by CONTRACTOR by more than 10% requires written approval by DPSS.

5.4 Non-Performance Deductions

5.4.1 CONTRACTOR is expected to provide program supportive services to the General Relief Opportunity for Work (GROW) Orientation, Rapid Employment and Promotion (REP) Activity, and Job Skills and Preparation Class Services as specified in the Attachment A, Statement of Work.

5.4.2 CONTRACTOR's performance will be monitored no less than annually, but as frequently as quarterly, and the CONTRACTOR may be assessed a fiscal deduction as outlined in Attachment A1, Technical Exhibit 1, Sections T9.2 and T.9.3.

5.5 Payment Processing

5.5.1 CONTRACTOR shall prepare and submit, on a monthly basis, an invoice for Program Support Services for the GROW Program, (Attachment A1, Technical Exhibit 3, Sample Monthly Invoice) in an original and one copy to the County Contract Administrator (CCA). Invoices are to be submitted within fifteen (15) calendar days after the end of the month in which services were provided or payment may be delayed. Each invoice shall be supported by back-up documentation to validate the invoice amount. The documentation shall include, but not be limited to, the following:

- Monthly Management Report
- List of GROW participants served in training programs

5.5.2 COUNTY will review and authorize payment of an accurate invoice as soon as possible after receipt of the CONTRACTOR's billing. COUNTY will make a reasonable effort to effect payment to the CONTRACTOR within thirty (30) calendar days from receipt of an invoice which is accurate as to form and content.

CONTRACTOR shall invoice and the COUNTY shall authorize payment only for GROW Services completed during the invoice month. For invoicing purposes, the CONTRACTOR shall clearly identify services as "Program Supportive Services" on the invoice.

5.5.3 COUNTY may delay the last payment due hereunder up to six (6) months after the termination of the Contract. CONTRACTOR shall be liable for payment on thirty (30) calendar days written notice of any offset authorized by the COUNTY, not deducted from any payment made by the COUNTY to the CONTRACTOR.

5.5.4 Prior to receiving final payment hereunder, CONTRACTOR shall submit a signed, written release discharging the COUNTY, its officers and employees, from all liabilities, obligations, and claims arising out of or under this Contract, except for any claims specifically described in detail in such release.

5.6 Quarterly Reconciliation

5.6.1 COUNTY shall reconcile CONTRACTOR's monthly invoice quarterly. CONTRACTOR shall submit an original Reconciliation Invoice to the CCA within thirty (30) calendar days following the end of each quarterly reconciliation period, Attachment A1, Technical Exhibit 4, Sample Reconciliation Invoice. The Reconciliation Invoice shall detail actual cost expenditures of the CONTRACTOR for the prior Contract quarter. The first Reconciliation Invoice of this Contract shall cover the first three-month period of services to the GROW Program.

5.6.2 CONTRACTOR shall include with the Reconciliation Invoice the detailed line item support documentation to validate the Reconciliation Invoice amounts, in accordance with Attachment B, CONTRACTOR's Budget, which includes but is not limited to the following:

- a. Administrative costs and support services costs.
- b. Personnel expenditures for each service type itemized by pay classification, e.g., certificated salaries, classified salaries, etc.
- c. Contract expenditures not listed above shall be listed separately, e.g., fringe benefits, supplies, equipment, and any other information found necessary by CONTRACTOR or COUNTY.
- d. Any prorated cost(s) pursuant to above shall be clearly identified on the Reconciliation Invoice.
- e. Quarterly Evaluation Reports.

5.6.3 Reconciling Adjustments to the Monthly Payment

- a. CONTRACTOR shall provide detail for underpayments and/or overpayments claimed on the Reconciliation Invoice. COUNTY shall adjust the following month's invoice payments to correct any discrepancies if the monthly payments differ from actual cost expenditures reported.
- b. COUNTY has the discretion of not making payments for months subsequent to the month in which a Reconciliation Invoice is due, until the reconciliation has been received and processed by COUNTY.

- c. If the quarterly reconciliation finds that COUNTY's dollar liability was more than payments made by the COUNTY to CONTRACTOR, or that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then COUNTY shall either credit or deduct the difference against the following month's payments hereunder to CONTRACTOR.

6.0 ADMINISTRATION OF CONTRACT – COUNTY

6.1 COUNTY Personnel

6.1.1 County Contract Administrator (CCA)

COUNTY will designate one person who will act as the CCA on all matters pertaining to this Contract. The CCA shall be someone from the DPSS Contract Management Division. COUNTY shall designate CCA at the beginning of the Contract and at any time thereafter of a change in the CCA. Specifically, the CCA or alternate shall:

- a. Provide direction to CONTRACTOR in areas relating to policy, procedural requirements, service performance requirements, and information pertaining to this Contract.
- b. Negotiate with CONTRACTOR on changes in service requirements pursuant to the Contract Section 8.0, Terms and Conditions, Subparagraph 8.7, Changes and Amendments of Terms.
- c. The CCA is not to make any changes in the Standard Terms and Conditions, Section 8.0 of this Contract and is not authorized to obligate the COUNTY in any way.

6.1.2 Quality Assurance Evaluator (QAE)

- a. COUNTY shall designate a QAE who will monitor the CONTRACTOR's performance in daily operations of this Contract. The QAE may or may not be the same person as the CCA.
- b. The QAE is not authorized to make any changes in the Standard Terms and Conditions, Section 8.0 of this Contract and is not authorized to obligate the COUNTY in any way.

6.1.3 GROW Program Director

- a. COUNTY's GROW Program Director or designee shall be available to CONTRACTOR to provide COUNTY GROW policy and procedures guidance.
- b. The GROW Program Director is not authorized to make any changes in the Standard Terms and Conditions, Section 8.0 of this Contract and is not authorized to obligate the COUNTY in any way.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contract Manager

CONTRACTOR shall provide a Contract Manager, who shall be responsible for the overall management and coordination of the Contract and act as a liaison with the COUNTY. The Contract Manager and a designated alternate shall be identified in writing prior to the Contract award and at anytime thereafter a change in the Contract Manager or alternate is made.

Specifically, the Contract Manager and alternate shall:

- 7.1.1** Have a minimum of a Bachelor's Degree from an accredited college or university.
- 7.1.2** Have a minimum of three (3) years experience in providing employment and training services. Services must be equivalent or similar to those identified in this Statement of Work.
- 7.1.3** Be able to pass a background check. The background shall include, but may not be limited to: employment history, criminal records, validity of education, and applicable licenses. Findings shall be kept on file and made available to the COUNTY upon request.
- 7.1.4** Have full authority to act for the CONTRACTOR on all Contract matters relating to the daily operations of this Contract.
- 7.1.5** Be responsible for planning, coordinating and implementing all services required by this Statement of Work and for the overall management of the Contract.
- 7.1.6** Be available Monday through Friday, between 8:00 a.m. and 5:00 p.m., except on COUNTY holidays.
- 7.1.7** Be able to read, write, speak, and understand English.

7.2 Other Contractor Personnel

- 7.2.1** CONTRACTOR shall provide supervisory, administrative and direct services personnel to accomplish the services required under this Contract.

7.2.2 All CONTRACTOR personnel performing services under this Contract shall be considered CONTRACTOR employees/workers at all times. CONTRACTOR shall have the sole right and discretion to hire, discipline, suspend or discharge personnel. However, any CONTRACTOR employee/worker, at the sole discretion of DPSS, may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. COUNTY will confirm any oral requests in writing.

7.2.3 All CONTRACTOR personnel providing services under this Contract shall:

- a. Meet the minimum educational and experience requirements as agreed upon by CONTRACTOR and COUNTY.
- b. Pass a background check. The background check shall include, but may not be limited to: employment history, criminal records, validity of education, and applicable licenses. Findings shall be kept on file and made available to the COUNTY upon request.
- c. Be qualified in accordance with all federal, State and local laws, ordinances, regulations, and requirements applicable hereto.
- d. Be able to read, write, speak and understand English.
- e. Required to present themselves in a neat, businesslike appearance and behave in a professional manner.
- f. Be able to handle sensitive materials and perform confidential duties.
- g. Be able to communicate effectively using good judgment and diplomacy.
- h. Be trained by the CONTRACTOR to provide the necessary services required under this Contract.

7.2.4 CONTRACTOR's personnel providing services to non-English speaking participants shall be bilingually competent to provide services in the requested non-English languages. Upon request, CONTRACTOR shall provide COUNTY with the standard it uses to certify fluency of staff providing services in languages other than English.

- 7.2.5** CONTRACTOR's personnel providing services to non-English speaking participants shall be trained in cultural differences to ensure services provided to GROW participants in non-English languages are appropriate for the population being trained.
- 7.2.6** CONTRACTOR shall have a staffing plan to ensure uninterrupted delivery of services at all times including during such events as CONTRACTOR labor disruptions; e.g., strikes.

8.0 TERMS AND CONDITIONS

8.1 ASSIGNMENT

- A. CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims which CONTRACTOR may have against COUNTY.
- B. Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporations, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring prior written consent of COUNTY in accordance with applicable provisions of this Contract.
- C. Any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.2 AUDIT SETTLEMENT

If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by COUNTY to the CONTRACTOR, then CONTRACTOR agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by

the CONTRACTOR to COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY, to the CONTRACTOR, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by COUNTY for the purpose of this Contract.

8.3 AUTHORIZATION WARRANTY

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

8.4 BUDGET REDUCTIONS

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

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. part 76)

CONTRACTOR hereby acknowledges that the COUNTY is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, CONTRACTOR certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further by executing this Contract, CONTRACTOR certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any

subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. CONTRACTOR shall immediately notify COUNTY in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of CONTRACTOR to comply with this provision shall constitute a material breach of this Contract upon which the COUNTY may immediately terminate or suspend this Contract.

8.6 CHANGES OF ADDRESS

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

8.7 CHANGES AND AMENDMENTS OF TERMS

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

8.7.1 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Notice* shall be prepared and signed by the CCA and the CONTRACTOR's Contract Manager.

8.7.2 For any revision, which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR except as provided in 8.7.3, herein below.

8.7.3 The Department Public Social Services (DPSS) Director may prepare and sign amendments to the Contract without further action by the Board of Supervisors under the following conditions:

8.7.3.1 Amendments shall be in compliance with applicable federal, State, and County regulations.

8.7.3.2 The Amendment is for a decrease in the Contract costs.

8.7.3.3 The COUNTY Board of Supervisors has appropriated sufficient funds in the DPSS budget.

- 8.7.3.4 The Amendment is for an increase of no more than ten percent of the original Contract amount, and is necessitated by additional and necessary services that are required for the CONTRACTOR to comply with changes in federal, State or County requirements.
- 8.7.3.5 DPSS shall obtain the approval of County Counsel or his designee for an amendment to this Contract.
- 8.7.3.6 DPSS Director will file a copy of all amendments with the Executive Office of the COUNTY Board of Supervisors and Chief Administrative Office within fifteen (15) days after execution of each amendment

8.8 CHILD/ELDER ABUSE/FRAUD REPORTING

CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "PC") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days, and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

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

8.9 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*; *Section 504* of the *Rehabilitation Act of 1973*, as amended; the *Age Discrimination Act of 1975*; the *Food Stamp Act of 1977*; the *Americans with Disabilities Act of 1990*; WIC Section 10000; California Department of Social Services *Manual of Policies and Procedures, Division 21*; and other applicable federal and State laws, rules and regulations to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement,

CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability. The CONTRACTOR shall sign and adhere to Attachment E - CONTRACTOR's EEO Certification and Attachment F - CONTRACTOR's Nondiscrimination in Services Certification.

In addition, a Resolution Agreement between the DPSS and the Federal Office for Civil Rights, Department of Health and Human Services, that was signed on October 23, 2003, requires additional Civil Rights actions by DPSS in providing services to the public through contracts for all CalWORKs/TANF funded contracts and MOUs. CONTRACTOR shall comply with the terms of the Assurance of Compliance of Civil Rights Resolution Agreement as set forth in Attachment G, and as directed by Los Angeles County DPSS. CONTRACTOR shall sign and return the Resolution Agreement.

8.10 COLLECTIVE BARGAINING AGREEMENT

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

8.11 COMPLAINTS

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

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

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

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

8.11.4 The CONTRACTOR shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.

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

8.11.6 Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

8.12 COMPLETION OF CONTRACT

Sixty (60) calendar days prior to expiration of this Contract (or shorter time period as determined by COUNTY), CONTRACTOR shall allow COUNTY or newly selected CONTRACTOR a transition period for orientation purposes and the orderly transition of CONTRACTOR's current operation without additional costs to COUNTY. CONTRACTOR shall continue to process work timely/accurately so that the operation is current at expiration of Contract.

If CONTRACTOR fails to adhere to the above work and standards, the COUNTY shall have the right to withhold 50 percent to 100 percent of the last two (2) months' payments as liquidated damages.

8.13 COMPLIANCE WITH LAWS

8.13.1 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:

- California Welfare & Institutions Code
- California Department of Social Services (CDSS) Manual of Policies and Procedures
- California Department of Social Services Regulations Section
- Social Security Act
- State Energy and Efficiency Plan (Title 24, California Administrative Code)
- Clean Air Act (Section 306, 42USC 1857 (h))
- Clean Water Act (Section 508, 33USC 1368)
- Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
- Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}

8.13.2 CONTRACTOR shall maintain all licenses required to perform the Contract.

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

8.14 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

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

8.15 CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality. The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract. The CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to Attachment I - Contractor Employee Acknowledgment and Confidentiality Agreement. CONTRACTOR shall also abide by provision regarding the shredding of confidential documents as referenced in Section 8.50 of this Contract.

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

8.16 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.16.1 Jury Service Program

This Contract is subject to the provisions of the COUNTY's ordinance entitled "Contractor Employee Jury Service" (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. CONTRACTOR's compliance is verified on Attachment K, CONTRACTOR Employee Jury Service Program Certification Form and Application for Exception.

8.16.2 Written Employee Jury Service Policy

8.16.2.1. Unless CONTRACTOR has demonstrated to COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from 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.

8.16.2.2. For purposes of this subparagraph, "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 forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a

12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

8.16.2.3. 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 Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. COUNTY may also require, at any time during the 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.

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

8.17 CONFLICT OF INTEREST

8.17.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the

CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.

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

8.18 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

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

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

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

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

8.19.2 CONTRACTORS shall complete and return Attachment H, the Attestation of Willingness to Consider GAIN/GROW Participants form.

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

8.20.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

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

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

CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY's CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY DPSS will supply the CONTRACTOR with the poster to be used.

8.22 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in

Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment O of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.23 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

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

8.24 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.24.1 Responsible CONTRACTOR

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

8.24.2 Chapter 2.202 of the County Code

CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other Contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

8.24.3 Non-responsible CONTRACTOR

COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a Contract with the COUNTY or a nonprofit corporation created by 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.

8.24.4 Contractor Hearing Board

If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

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

8.24.5 Review of Debarment Determination

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

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

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

8.24.6 Subcontractors of Contractor

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

8.25 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the 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 conditions 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 the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.26 COVENANT AGAINST FEES

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

8.27 DISPUTES

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the County Contract Administrator (CCA). If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or her designee, and the Director's or her designee's decision shall be final.

8.28 DISCLOSURE OF INFORMATION

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

8.28.1 CONTRACTOR shall develop all publicity material in a professional manner.

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

8.28.3 CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this contract with the County of Los Angeles, provided, however, that the requirements of this Section 8.28 shall apply.

8.29 EMPLOYMENT ELIGIBILITY VERIFICATION

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

CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against the COUNTY or the CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing.

8.30 EMPLOYEE SAFETY

The CONTRACTOR will assure that the CONTRACTOR's employees:

8.30.1 Are covered by an effective Injury and Illness Prevention Program.

8.30.2 Receive all required general and specific training on employee safety.

8.31 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary

impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

8.32 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with and governed by the laws of the State of California. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California, Central Division.

8.33 GOVERNMENT OBSERVATIONS

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

8.34 INDEMNIFICATION

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.

8.35 INDEPENDENT CONTRACTOR STATUS

This Contract is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between the COUNTY and the CONTRACTOR's employees/workers.

The CONTRACTOR understands and agrees that all persons furnishing services to the COUNTY pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of the CONTRACTOR and not of the COUNTY. The CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of the CONTRACTOR pursuant to this Contract.

8.36 GENERAL INSURANCE REQUIREMENTS

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

8.36.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to COUNTY shall be delivered to:

**Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411
Attn: Dale Oishi-Kocker, County Contract Administrator**

prior to commencing services under this Contract. Such certificates or other evidence shall:

- 8.36.1.1 Specifically identify this Contract.
- 8.36.1.2 Clearly evidence all coverage required in this Contract.
- 8.36.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 8.36.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.

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

8.36.2 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.

8.36.3 Failure to Maintain Coverage

Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract.

COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

8.36.4 Notification of Incidents, Claims or Suits

CONTRACTOR shall report to COUNTY:

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

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

8.36.4.3 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 Contract Manager.

8.36.4.4 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.

8.36.5 Compensation for COUNTY Costs

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

8.36.6 Insurance Coverage Requirements for Subcontractors

CONTRACTOR shall ensure any and all subcontractors performing services under this Contract to meet the insurance requirements of this Contract by either:

8.36.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

8.36.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.37 INSURANCE COVERAGE REQUIREMENTS

8.37.1 General Liability

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

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

8.37.2 Automobile Liability

Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles or coverage for “any auto.”

8.37.3 Workers’ Compensation and Employers’ Liability

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

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

Each accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

8.38 LIQUIDATED DAMAGES

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

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

- a. Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction or as specified in Attachment A, Statement of Work, Technical Exhibit 1 and 1a, Performance Requirement Summary (PRS) and Chart, hereunder, and that the CONTRACTOR shall be liable the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or
- c. Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private vendor, will be deducted and forfeited from the payment to the CONTRACTOR for the COUNTY, as determined by the COUNTY.

8.25.3 The action noted in subparagraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.25.4 This subparagraph shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.25.2, and shall not, in any manner restrict or limit the COUNTY's right to terminate this Contract as agreed herein.

8.39 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM

8.39.1 This Contract is subject to the provisions of the COUNTY's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. CONTRACTOR shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining, or attempting to obtain certification as a Local Small Business Enterprise. CONTRACTOR shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a COUNTY official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

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

- a. Pay to the COUNTY any difference between the Contract amount and what the COUNTY's costs would have been if the Contract had been properly awarded;
- b. In addition to the amount described in paragraph 1 above, be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
- c. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of CONTRACTOR Non-Responsibility and CONTRACTOR Debarment).

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

8.40 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.40.1** CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations.
- 8.40.2** CONTRACTOR shall certify to and comply with the provisions of Attachment E, CONTRACTOR's EEO Certification.
- 8.40.3** CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to 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.
- 8.40.4** CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.40.5** CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal or State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.40.6** CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this Section 8.40 when so requested by the COUNTY.

8.40.7 If COUNTY finds that any of 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 the Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.40.8 The parties agree that in the event the CONTRACTOR violates the anti-discrimination provisions of this Contract, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Contract.

8.41 NOTICES

8.41.1 Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

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

8.41.2 Notice of Meetings

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

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

8.41.3 Delivery of Notices

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

8.41.4 Notices to the CONTRACTOR

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

8.41.5 Notices to the COUNTY

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

**Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411
Attn: Dale Oishi-Kocker, County Contract Administrator**

8.41.6 Termination Notices

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

8.42 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.43 OWNERSHIP OF DATA/EQUIPMENT

8.43.1 The COUNTY shall be sole owner of all rights, titles and interests in any and all materials, including curriculum developed for the GROW Orientation and Job Skills Preparation Classes, software, software documentation, software tools, techniques, plans,

reports, data and information which have been prepared, developed or maintained by CONTRACTOR pursuant to this Contract.

8.43.2 COUNTY shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by CONTRACTOR or by COUNTY, which CONTRACTOR will use to fulfill its responsibilities pursuant to this Contract.

8.44 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from COUNTY and all materials, data, reports and other information of any kind developed by CONTRACTOR under this Contract are confidential to and are solely the property of COUNTY. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph 8.44, shall survive the expiration or other termination of this Contract.

8.44.1 Recognizing that COUNTY has no way to safeguard trade secrets or proprietary information, CONTRACTOR shall, and does, hereby keep and hold COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by COUNTY of trade secrets and proprietary information. COUNTY shall not require CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by COUNTY to successfully complete the services under the Contract.

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

8.45 RECORDS

The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Section 8.46, Records Retention and Inspection, herein below.

8.46 RECORDS RETENTION AND INSPECTION

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

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

8.46.2.1 Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs.

8.46.2.2 Confidentiality Agreement: "Contractor Employee Acknowledgment & Confidentiality Agreement" signed forms (Attachment G).

8.46.2.3 Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to CONTRACTOR's profession.

8.46.2.4 Minutes of Performance Evaluation Meetings: The CCA writes the minutes of any Performance Evaluation Meetings and shall provide to the CONTRACTOR for retention.

8.46.3 The COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of the CONTRACTOR's invoices for services provided can be confirmed.

8.46.3.1 All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if such material is located outside Los Angeles County, either (1) pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location, or (2) pay to have such materials promptly returned to a CONTRACTOR facility located in Los Angeles County for examination by the COUNTY.

8.46.3.2 Failure on the part of the CONTRACTOR to comply with the provisions of this Section 8.46 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

8.47 RECYCLED BOND PAPER

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

8.48 REMOVAL OF PERSONNEL

CONTRACTOR shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers. Any CONTRACTOR employee/worker, at the sole discretion of DPSS, may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. COUNTY will confirm any oral requests in writing.

8.49 RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at the COUNTY facilities or off-site work locations, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations.

8.50 SHRED CONFIDENTIAL DOCUMENTS

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

Documents for record and retention purposes in accordance with Section 8.46 of this Contract are to be maintained for a period of five (5) years or longer if required by law.

8.51 SUBCONTRACTING

8.51.1 No performance of this Contract or any portion thereof may be subcontracted by the CONTRACTOR without the express written consent of the COUNTY. This written consent shall be provided by way of amendment executed by the DPSS Director pursuant to Section 8.7 (Changes and Amendments of Terms). Any attempt by the CONTRACTOR to subcontract any performance of the terms of this Contract without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of the Contract. In the event of such a breach, the Contract may be terminated forthwith. The COUNTY's determination of whether to approve the CONTRACTOR's request to subcontract shall be completely within the discretion of the COUNTY.

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

8.51.2.1 A description of the service to be provided by the proposed subcontractor;

- 8.51.2.2 Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
- 8.51.2.3 An indication of whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veterans' business enterprise;
- 8.51.2.4 A resume of the potential subcontractor's background and experience.

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

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

8.52 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 Section 8.21, 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 to cure such default within ninety (90) days of written notice by the Los Angeles County Child Support Services Department (CSSD) shall be grounds upon which the COUNTY may terminate this Contract pursuant to Section 8.53, Termination for Default of the CONTRACTOR pursuant to County Code Chapter 2.202.

8.53 TERMINATION FOR CONVENIENCE OF THE COUNTY

8.53.1 Performance of services under this Contract may be terminated by the COUNTY, in whole or in part, when such action is deemed by the COUNTY to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a thirty (30) calendar-day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work

is terminated and the date upon which such termination becomes effective.

8.53.2 If, during the term of this Contract, the COUNTY funds appropriated for the purposes of this Contract are reduced or eliminated, COUNTY may immediately terminate this Contract upon written notice to the CONTRACTOR.

8.53.3 After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

8.53.3.1 Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.

8.53.3.2. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

8.53.4 After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.

8.53.5 Upon termination of this Contract, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all data, reports and deliverables within ten (10) business days after termination of this Contract.

8.53.6 Upon termination of this Contract, the CONTRACTOR shall comply with the provisions of Section 8.46, Records Retention and Inspection, herein above.

8.53.7 Subject to the provisions of Subsection 8.52.3, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant to this Section 8.52. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated. The

COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract, as reduced by the amount of payments otherwise made and as further reduced by the Contract price of work not terminated.

8.54 TERMINATION FOR DEFAULT OF THE CONTRACTOR

8.54.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:

8.54.1.1 CONTRACTOR has materially breached this Contract;

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

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

8.54.2 In the event the COUNTY terminates this Contract in whole or in part as provided in this Section 8.53, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.54.3 Except with respect to defaults of any subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in sub-paragraph 8.53.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault of negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fire, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, and unusually severe weather; but in every case, failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either or them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this subparagraph 8.53.2, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.54.4 If, after the COUNTY has given notice of termination under the provision of this Section 8.53, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 8.53 or that the default was excusable under the provisions of subparagraph 8.53.3, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 8.52, Termination For Convenience of the COUNTY.

8.54.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in subparagraph 8.53.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of sub-paragraph 8.53.2 be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of the Director, or designee, deducted from any amount due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of Section 8.34, Indemnification.

8.54.6 The rights and remedies of the COUNTY provided in this Section 8.54 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.55 TERMINATION FOR IMPROPER CONSIDERATION

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

8.55.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

8.56 TERMINATION FOR INSOLVENCY

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

8.56.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed

under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the means of the Federal Bankruptcy Code;

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

8.56.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

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

8.56.2 The rights and remedies of the COUNTY provided in this Section 8.56 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.57 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

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

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

8.59 TIMELY COMPLETION

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

8.60 VALIDITY

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

8.61 VERBAL DISCUSSIONS

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

8.62 WAIVER

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

8.63 WARRANTY

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

The CONTRACTOR shall, within twenty-four (24) hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

In witness whereof, the Board of Supervisors of the COUNTY of Los Angeles has delegated authority to the Director of DPSS to prepare and execute a contract for the provision of GROW Program Support Services and the parties hereto have executed the Contract as signed below by its duly authorized Officer(s).

COUNTY OF LOS ANGELES

By: _____
Bryce Yokomizo, Director
Department of Public Social Services

Date: _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By: _____
Vicki Kozikoujekian
Senior Deputy County Counsel

LOS ANGELES COUNTY OFFICE OF EDUCATION

By: _____
Donald Kenneth Shelton, Assistant Superintendent,
Business Services

Date: _____

ATTACHMENT A
STATEMENT OF WORK

PREAMBLE FOR HEALTH AND HUMAN SERVICES

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

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

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

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

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

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

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

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

Their strategic plans for achieving these goals include: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

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

Personal Service Delivery

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

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

Service Access

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

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

Service Environment

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

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

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

**STATEMENT OF WORK
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STATEMENT OF WORK

1.0 GENERAL

1.1 Support Services

Except for COUNTY furnished items (Section 3 of the Statement of Work), CONTRACTOR shall provide the following supportive services:

- 1.1.1 All administrative services, supervision, personnel, materials and other items or services necessary to provide Program Support Services for the three (3) General Relief Opportunities for Work (GROW) Programs: Orientation, Rapid Employment and Promotion (REP) and Job Skills Preparation Class (JSPC) components,
- 1.1.2 Development of program materials for the three (3) components,
- 1.1.3 Consultation with COUNTY staff on program development and enhancements,
- 1.1.4 Training and consultation for the CONTRACTOR's GROW Orientation, REP, and JSPC staff under contract with the COUNTY,
- 1.1.5 Direct training of GROW participants in specialized training classes,
- 1.1.6 Notification of changes by data input on the GROW computer system, and
- 1.1.7 Complete specified forms and reports and perform other tasks as agreed upon by COUNTY and CONTRACTOR.

1.2 Hours of Operation

- 1.2.1 CONTRACTOR shall provide services Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.
- 1.2.2 CONTRACTOR, as agreed upon by COUNTY and CONTRACTOR, may provide direct participant services at hours different than the hours stated in Section 1.1, Scope of Work, sub-paragraph 1.1.1 to meet the needs of the GROW participants.
- 1.2.3 CONTRACTOR is not required to provide services on COUNTY holidays. The County Contract Administrator (CCA) will provide a list of the COUNTY holidays to the CONTRACTOR within thirty (30) calendar days of the Contract start date, and annually thereafter, at the beginning of each calendar year.

1.3 Meetings

CONTRACTOR shall meet with COUNTY on a regular basis to discuss tasks identified in this Statement of Work and/or other concerns as needed. Either COUNTY or CONTRACTOR may request such a meeting with five (5) work days notice. Notice may be waived with agreement of both parties.

1.4 Quality Control Plan

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure COUNTY a consistently high level of product quality and service throughout the term of this Contract. The Plan, which is subject to approval or rejection by COUNTY, shall be submitted to the CCA on the Contract start date. Revisions to the Plan shall be submitted as changes occur during the term of the Contract. The Plan shall include, but not be limited to, the following:

1.4.1 Method for ensuring that professional staff rendering services under this Contract has qualifying experience.

1.4.2 Method of monitoring to ensure that Contract requirements are being met.

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

1.4.4 A written report by the CONTRACTOR documenting the resolution of a problem shall include, but is not limited to, the time a problem is first identified, a clear description of the problem, the length of time taken until the corrective action was taken, and the corrective action taken, shall be provided to the COUNTY upon request.

1.5 Quality Assurance Plan

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract using the quality assurance procedures as defined in the Contract, Section 8, Terms and Conditions, sub-paragraph 8.25, County Quality Assurance Plan.

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on no less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and performance standards. CONTRACTOR's deficiencies, which COUNTY determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in the Contract, Section 8, Terms and Conditions, sub-paragraph 8.25, COUNTY Quality Assurance Plan.

1.5.1 Performance Evaluation Meetings

COUNTY and the Contract Manager shall jointly hold Performance Evaluation Meetings as often as deemed necessary. However, if a Contract Discrepancy Report (CDR) is issued, and at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.

The CCA shall prepare the minutes of the Performance Evaluation Meeting that shall include any action items from the meeting. The Contract Manager and CCA shall sign this statement. Should the Contract Manager not concur with the action items, she/he shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items.

The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the Director or his designee will be final.

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

1.5.2 Contract Discrepancy Reports (CDRs)

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

The CCA will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, CONTRACTOR is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan, including a timetable for correction of all deficiencies identified in the CDR, shall be submitted to the CCA within ten (10) business days.

2.0 DEFINITIONS

FASTRAK - A four-week activity for participants returning to GROW after being timed-off and for participants who are 50 years old and older.

Full-Time Employment – Employment of thirty-two (32) hours or more per week in a job expected to last more than thirty (30) days.

General Relief Opportunities for Work (GROW) - The County's Welfare-to-Work program for General Relief participants. Participation in GROW is mandated for employable General Relief participants.

GROW Orientation - The half-day presentation made to General Relief participants about the GROW Program.

GROW Rapid Employment and Promotion Activity (REP) – A specialized 20-hour week voluntary activity that initially is offered to General Relief applicants whose General Relief cases are in “pending” status. Once the General Relief applicant's case is approved, REP becomes a mandatory GROW activity.

GROW Job Skills Preparation Class (JSPC) – The three-week program that assists General Relief participants in developing the job skills to seek, apply for and retain employment.

3.0 RESPONSIBILITIES

3.1 COUNTY FURNISHED ITEMS

3.1.1 Materials

- 3.1.1.1 COUNTY will provide CONTRACTOR with COUNTY GROW regulations and policies and any changes to those regulations and policies as they occur.
- 3.1.1.2 COUNTY shall provide CONTRACTOR with a supply of PA 607, Civil Rights complaint forms.
- 3.1.1.3 COUNTY will provide CONTRACTOR with access and use of any State and COUNTY translated GROW Program forms.

3.1.2 Services

- 3.1.2.1 COUNTY will provide CONTRACTOR with Security Guard Services for customized JSPC, Fastrak, and specialized training classes.

- 3.1.2.2 COUNTY will provide CONTRACTOR with classroom space to conduct Orientation. In some GROW sites, COUNTY will provide CONTRACTOR with classroom space to conduct REP, customized JSPC, Fastrak, and specialized training classes.

3.1.3 Training

- 3.1.3.1 COUNTY will provide CONTRACTOR with Civil Rights training pertaining to serving COUNTY's GROW participants.
- 3.1.3.2 COUNTY may provide CONTRACTOR with other training as deemed necessary by COUNTY.

3.2 CONTRACTOR FURNISHED ITEMS

CONTRACTOR shall provide all personnel, space, services, and materials not furnished by COUNTY under Section 3.1, COUNTY Furnished Items of this Contract.

4.0 SPECIFIC TASKS

4.1 Develop/Revise GROW Orientation, REP, and JSPC Program Materials

- 4.1.1 At COUNTY request, CONTRACTOR shall develop, revise and enhance program material including classroom curriculum for the GROW Orientation, REP, and JSPC components. At time of request, COUNTY and CONTRACTOR shall agree upon a due date for the curriculum revisions and enhancements.
- 4.1.2 CONTRACTOR shall submit program material and curriculum for COUNTY approval on or before due date as cited in sub-paragraph 4.1.1 in this Section. CONTRACTOR may request extension of the due date from COUNTY if done at least three (3) workdays prior to due date.
- 4.1.3 CONTRACTOR shall make changes to the curriculum as requested by COUNTY in timeframes agreed upon by COUNTY and CONTRACTOR.
- 4.1.4 CONTRACTOR shall review GROW Orientation, REP, and JSPC material and curriculum no less than semi-annual and provide COUNTY with a report for recommendations for updates and/or changes. CONTRACTOR shall provide its first report to the CCA no later than July 10, 2006 and every January 10 and July 10 hereafter for the term of the contract. The CCA will send a copy of the report shall be submitted to the GROW Program Director.

4.2 Support for COUNTY Contracted GROW Orientation, REP, and JSPC Providers

- 4.2.1** CONTRACTOR shall conduct training workshops for all COUNTY contracted GROW Orientation, REP, and JSPC contractors' classroom facilitators and new incoming facilitators to ensure they are trained on COUNTY approved curriculum during the contract term. The availability of these workshops shall be on an ongoing and as-needed basis.
- 4.2.2** CONTRACTOR shall provide training workshops for all ongoing COUNTY contracted GROW Orientation, REP, and JSPC contractors' classroom facilitators, as material and curriculum are updated within thirty (30) calendar days as requested by COUNTY.
- 4.2.3** CONTRACTOR shall provide one-on-one technical assistance for CONTRACTOR's Orientation, REP, and JSPC staff at the various GROW sites to increase performance levels in job placements. Requests for such assistance will come from the COUNTY.
- 4.2.4** CONTRACTOR shall provide all program materials to include but not limited to, the pre-employment workbooks, pocket-sized GOAL planners, etc. for GROW participants in the GROW Orientation, REP, and JSPC sessions.
- 4.2.5** CONTRACTOR shall translate or have translated all materials cited under Section 4.2.3 into the following eight threshold non-English languages: Spanish, Armenian, Cambodian, Chinese, Korean, Russian, Tagalog, Vietnamese, and Spanish. CONTRACTOR shall provide translated materials as in Section 4.2.4.
- 4.2.6** CONTRACTOR shall ensure JSPC Service Providers have a sufficient supply of materials on hand at each GROW site and that their supply request orders are filled in a timely manner.

4.3 Outreach Activities

- 4.3.1** CONTRACTOR shall provide and coordinate at least one job fair at each GROW site during each calendar year.
- 4.3.2** CONTRACTOR shall recruit employers based on demand for workers. CONTRACTOR shall obtain written commitments from employers to consider GROW participants, if trained.
- 4.3.3** CONTRACTOR shall survey employers for on-site recruitments and to assist in the development of customized training programs.

- 4.3.4 CONTRACTOR shall establish and enhance working relations with one-stops, community agencies, employers, educational providers, and vocational training agencies that lead to employment opportunities.
- 4.3.5 CONTRACTOR shall identify resources for vocational training for GROW participants, including funds and opportunities for GROW participants to secure needed licenses, permits, etc. at no or reduced costs.
- 4.3.6 CONTRACTOR shall identify job leads from potential employers and make them available to all GROW sites.
- 4.3.7 CONTRACTOR shall identify “demand” occupations; e.g., security guards, office occupations, certified nursing assistants, etc. to use in developing customized JSPC.

4.4 Customized JSPC Services and Specialized Training Classes

- 4.4.1 As requested by COUNTY, CONTRACTOR shall develop and provide customized JSPC and specialized training classes that are designed to target a specific group of people.
- 4.4.2 CONTRACTOR shall provide FASTRAK classes as follows:
 - Twice per month at: Metro Special, Metro East, Southwest Special.
 - Once per month at: Lancaster, San Gabriel, Pomona, South Central, San Fernando Valley.
- 4.4.3 CONTRACTOR shall provide Office Occupations Classes continuously throughout the year. Each Office Occupation Class shall be a 12-week class to prepare participant in office occupational skills. The classes are open entry/open exit to the participants.
- 4.4.4 CONTRACTOR shall provide other specialized training classes as agreed upon by CONTRACTOR and COUNTY as long as funds are available in CONTRACT budget.
- 4.4.5 CONTRACTOR shall create a participant folder for each GROW participant who starts FASTRAK, Office Occupations Class, or any other specialized training. COUNTY and CONTRACTOR shall mutually agree to documents that should be contained in the folder.

4.5 Notification of Changes

CONTRACTOR shall perform the following tasks:

- 4.5.1** Access the GROW computer system to input data to track participant's attendance in any of the classes cited in Sections 4.4.2, 4.4.3 and 4.4.4.
- 4.5.2** Report any and all changes in the GROW participant's status and/or circumstances during any of the classes cited in Sections 4.4.2, 4.4.3 and 4.4.4 to the GROW case manager via the GROW computer system within three (3) workdays and document the participant's folder.
- 4.5.3** Access the GROW computer system on an as-needed basis to input a GROW participant's status change for participants who drop out of any of the classes cited in Sections 4.4.2, 4.4.3, and 4.4.4.
- 4.5.4** Access the GROW system on the final day in any of the classes cited in Sections 4.4.2, 4.4.3 and 4.4.4.

Note: At the end of any of the classes cited in Sections 4.4.2, 4.4.3 and 4.4.4, there must be a status input for every participant recorded as a "show" on the first day. This data must be input no later than the day after the last day of the classes cited to ensure the participants who completed are not erroneously terminated for noncompliance.

- 4.5.5** Complete the ABP 4026, GROW Supportive Service Referral form, Technical Exhibit 8, to make a Domestic Violence or Mental Health Services referral. Submit the referral to the COUNTY GROW case manager within three (3) working days of participant's request and file a copy in the participant's folder.
- 4.5.6** Complete the COUNTY approved Employment Verification form, Technical Exhibit 7, to document the GROW participant's employment and file in the participant's folder. Submit a copy of the verification form to the COUNTY GROW case manager as verification of the participant's employment.

4.6 Reports

- 4.6.1** CONTRACTOR shall submit to the CCA by the fifteenth (15th) calendar day of each month a Monthly Management Report of the CONTRACTOR's activities performed that month. COUNTY and CONTRACTOR will meet at the CONTRACT start date and periodically

after that to determine the contents of the report, which may include but is not limited to:

- 4.6.1.1 Support services completed during the month for COUNTY contracted GROW Orientation, REP, and JSCP Providers detailing all activities required under Section 4.2.
- 4.6.1.2 Outreach activities completed during the month detailing all activities required under Section 4.3.
- 4.6.1.3 Customized JSPC Services and Specialize Services Classes provided, including participant outcomes.
- 4.6.1.4 Other issues needing the attention of the CCA.

4.6.2 CONTRACTOR shall provide any other specialized reports as agreed upon by COUNTY and CONTRACTOR.

4.7 Civil Rights Complaints Procedure

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

- 4.7.1** Ensure public contact staff attends mandatory Civil Rights training as provided or arranged by DPSS.
- 4.7.2** Ensure notices and correspondences sent to participants are in their designated primary language and provide interpreters to ensure meaningful access to services to all participants.
- 4.7.3** Maintain a record of all Civil Rights materials provided by DPSS and ensure all participants are provided with the Civil Rights materials.
- 4.7.4** Develop, and operate procedures for receiving, forwarding and responding to civil rights complaints as follows:
 - a. Provide and assist GR participants with completing a PA 607, Complaint of Discriminatory Treatment in the GR participant's primary language.
 - b. Maintain a log of Civil Rights complaints.
 - c. CONTRACTOR Contract Manager (CCM) shall act as the Civil Rights Liaison (CRL) between the contracted agency and the County Contract Administer (CCA) and the Civil Rights Customer Relations (CRCR).

- d. Forward all PA 607s to the CCA within two (2) business days and maintain a copy.
- e. CCM/CRL shall not attempt to investigate Civil Rights complaints. All investigations are handled by the CRCR section.

ATTACHMENT A1
TECHNICAL EXHIBITS

PERFORMANCE REQUIREMENTS SUMMARY (PRS)

T.1 INTRODUCTION

The PRS displays the major services that will be monitored during the term of the Contract. The columns on the PRS chart indicates the required services; the standards for performance; the maximum deviation from standard before service will be determined unsatisfactory; the COUNTY's preferred method of monitoring; and the unsatisfactory performance indicator which may be assessed if the service is not satisfactorily provided.

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

The COUNTY expects a high standard of CONTRACTOR performance for the required service. DPSS will work with the CONTRACTOR to help resolve any areas of difficulty brought to the attention of the COUNTY Contract Administer (CCA) by CONTRACTOR before the allowable deviation from the acceptable Standard occurs. However, it is the CONTRACTOR's responsibility to provide the services set forth in this Contract and summarized in the PRS. This section does not modify or replace CONTRACTOR's obligation to provide expert professional services to the COUNTY.

T.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this exhibit and:

- T.2.1 Provides the required services and cites the Section or Paragraph where referenced (Column 1 of chart).
- T.2.2 Defines the Standards of Performance for each of the required service (Column 2 of chart).
- T.2.3 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses penalty amounts or points (Column 3 of chart).

T.2.4 Indicates the method of monitoring the required services (Column 4 of chart).

T.2.5 Indicates the penalties/fees to be assessed for exceeding the AQL for each listed required service (Column 5 of chart).

T.3 QUALITY ASSURANCE

Each month CONTRACTOR performance will be compared to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP). COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance. The methods of monitoring that may be used, but are not limited to, are as follows:

T.3.1 One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semi-annually or annually) as determined necessary to assure a sufficient evaluation of CONTRACTOR performance;

T.3.2 For random sample tables/methods to be used by COUNTY, refer to book entitled Handbooks Sampling for Auditing and Accounting (2nd Edition) by Herbert Arkin;

T.3.3 Review of Reports, Statistical Record and Files maintained by the CONTRACTOR;

T.3.4 On-site evaluations;

T.3.5 Participant interviews; and

T.3.6 Review of Complaints or justification of number of complaints.

T.4 MEASURABLE OUTCOMES

CONTRACTOR shall provide services that fulfill the following measurable indicators:

T.4.1 CONTRACTOR shall obtain a 90 percent satisfactory or better rating from the GROW Orientation, REP, and JSPC contractors' employees trained by CONTRACTOR. CONTRACTOR shall be assessed 100 Unsatisfactory Performance Indicator (UPI) Points for each percent under the required 90 percent satisfactory rating.

T.4.2 CONTRACTOR shall obtain an 80 percent placement rate or better per quarter for the participants starting Security Guard training.

CONTRACTOR shall be assessed 100 Unsatisfactory Performance Indicator (UPI) Points for each percent under the required 25 percent placement rate.

T.4.3 CONTRACTOR shall obtain a 25 percent placement rate or better per quarter for the participants starting FASTRAK. CONTRACTOR shall be assessed 100 Unsatisfactory Performance Indicator (UPI) Points for each percent under the required 25 percent placement rate.

T.4.4 CONTRACTOR shall obtain a 35 percent placement rate or better per quarter for the participants starting specialized Office Occupations Classes. CONTRACTOR shall be assessed 100 Unsatisfactory Performance Indicator (UPI) Points for each percent under the required 35 percent placement rate.

T.5 PERFORMANCE MEASURES

The CONTRACTOR shall meet or exceed the standards in Section T.10, Performance Requirements Summary Chart.

T.6 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a listed service is considered acceptable when the service expectation is met and the number of discrepancies found during contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL.

When the performance is unacceptable, the CCA will issue a Contract Discrepancy Report (CDR), Technical Exhibit 2 to the CONTRACTOR's Contract Manager. The Contract Manager is required to:

T.6.1 Respond to the CDR within ten (10) workdays.

T.6.2 Provide a written explanation stating the reasons for the unacceptable performance, how the performance will resume at an acceptable level, and how recurrence of the problem will be prevented.

The CCA will evaluate the CONTRACTOR's explanation and determine if any financial penalties will be assessed.

T.7 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

For areas measured by sampling, COUNTY will determine the number of defects that renders a service unsatisfactory as follows:

T.6.1 Select a sample at random so that it will be a representation of the entire population.

T.6.2 Compare the sample to the Standard, and the conclusions are made about CONTRACTOR performance for the whole group.

T.6.3 The random sampling plan includes the following information:

**Acceptable Quality Level (AQL)* - The maximum percent of defects that can be accepted and still meet the contract Standard for satisfactory performance; *Lot Size* - Total number of unit or services to be provided;

Sample Size - Number of units to be checked in a given time period; and

Acceptance/Rejection Numbers - The numbers which indicate whether the lot is acceptable or unacceptable.

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

T.8 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of Unsatisfactory Performance Indicators (UPIs), CONTRACTOR must, within ten (10) business days, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

T.9 UNSATISFACTORY PERFORMANCE REMEDIES

When CONTRACTOR performance does not conform with the requirements of this Contract, COUNTY shall have the option to apply any or all of the following nonperformance remedies:

T.9.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by COUNTY. In the plan, CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent the recurrence of unacceptable performance.

T.9.2 Assess deductions in the amount of \$25 per point for each unsatisfactory performance indicator (UPI) point exceeding 300 points during each month of the Contract for the Measurable Outcomes described in Section T.4.

T.9.3 Assess deductions in the amount of \$25 per point for each unsatisfactory performance indicator (UPI) point exceeding 300 points during each month of the Contract for the Performance Measures described in Section T.5.

- T.9.4 Reduce, suspend, cancel, or terminate the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- T.9.5 Failure of CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to satisfactorily perform the unacceptable work within ten (10) workdays shall constitute authorization for COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of CONTRACTOR's failure to perform said service(s) satisfactorily, as determined by COUNTY, shall be credited to COUNTY on CONTRACTOR's future invoice. This section does not preclude COUNTY's right to terminate the Contract upon thirty (30) days written notice with or without cause, as provided for in Section 5.55, Termination for Convenience of COUNTY.

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARDS	ACCEPTABLE QUALITY LEVEL (AQL)	METHODS OF MONITORING	UNSATISFACTORY PERFORMANCE INDICATOR (UPI) POINTS
<p>Provide all services during COUNTY’s normal business hours, Monday through Friday, as required by COUNTY.</p> <p>Attachment A, Statement of Work, Section 1.1</p>	<p>Services are performed by CONTRACTOR during the required hours of operation.</p>	<p>1 violation of required hours per year</p>	<p>Verified Complaint</p>	<p>25 points per citing</p>
<p>Attend meetings as scheduled by COUNTY.</p> <p>Attachment A, Statement of Work, Section 1.2</p>	<p>Appropriate CONTRACTOR representatives attend meeting.</p>	<p>None</p>	<p>Verified Complaint</p>	<p>20 points per missed meeting</p>
<p>Develop, revise and enhance GROW Orientation, REP, and JSPC curriculum as outlined in the Statement of Work.</p> <p>Attachment A, Statement of Work, Sections 4.1.1 through 4.1.3.</p>	<p>Curriculum for GROW Orientation and JSPC is developed, revised and enhanced as requested by COUNTY. Curriculum is delivered to COUNTY by due date. Changes are made as requested and submitted timely. Curriculum is considered approved upon COUNTY notification.</p>	<p>Timeliness – One work day late.</p> <p>Quality – Curriculum deemed acceptable to COUNTY with any corrections requested.</p>	<p>Review of Curriculum</p>	<p>Timeliness – 5 points per day late</p> <p>Quality -25 points per failure to provide curriculum/changes requested</p>
<p>Submits timely and acceptable semi-annual report with recommendations for updates and changes for the curriculum.</p> <p>Attachment A, Statement of Work, Section 4.1.4</p>	<p>Semi-annual report is received timely and deemed acceptable by COUNTY.</p>	<p>Timeliness – One work day late.</p> <p>Quality – Report deemed acceptable to COUNTY.</p>	<p>Review of report.</p>	<p>Timeliness – 5 points per day late.</p> <p>Quality -25 points for unacceptable report</p>
<p>Conduct training workshops for all COUNTY contracted GROW Orientation, REP, and JSPC contractors’ classroom facilitators on COUNTY-approved curriculum and as curriculum is updated.</p> <p>Attachment A, Statement of Work, Sections 4.21 and 4.2.2</p>	<p>Train all GROW Orientation and JSPC contractors’ staff on COUNTY-approved curriculum and GOALS Program as requested/scheduled by COUNTY.</p>	<p>None</p>	<p>Verified complaint of scheduled training not held.</p>	<p>100 points per occurrence</p>

REQUIRED SERVICES	STANDARDS	ACCEPTABLE QUALITY LEVEL (AQL)	METHODS OF MONITORING	UNSATISFACTORY PERFORMANCE INDICATOR (UPI) POINTS
<p>Provide one-on-one technical assistance to GROW Orientation, REP, and JSPC contractors' staff at the various GROW sites to improve performance levels in job placements.</p> <p>Attachment A, Statement of Work, Section 4.2.3</p>	<p>Provides one-on-one technical assistance to each GROW Orientation and JSPC contractors' staff as requested and scheduled by COUNTY.</p>	<p>None</p>	<p>Verified User Complaint</p>	<p>25 points per occurrence</p>
<p>Provide program materials, including translated materials as needed and requested by GROW Orientation, REP, and JSPC providers</p> <p>Attachment A, Statement of Work, Sections 4.2.4, 4.2.5, and 4.2.6</p>	<p>Program materials are provided timely and in sufficient quantities to ensure GROW Orientation and JSPC providers have sufficient supplies for all of their classes and providers.</p>	<p>None</p>	<p>Verified User Complaint</p>	<p>50 points per occurrence</p>
<p>Provide and coordinate at least one regional job fair at each GROW site once per contract year.</p> <p>Attachment A, Statement of Work, Section 4.3.1</p>	<p>A minimum of one regional job fair held at each GROW site each year.</p>	<p>None</p>	<p>Review of Monthly Management Reports and Verified Complaints from GROW Site Managers</p>	<p>100 points per job fair not held</p>
<p>Recruit employers based on demand for workers to assist in the development of customized training programs.</p> <p>Establish and enhance working relationships with one-stops, community agencies, etc.</p> <p>Identify resources for vocational training and funds for GROW participants to use in obtaining needed licenses, permits, etc.</p> <p>Identify job leads from potential employers and share with all GROW sites.</p> <p>Attachment A, Statement of Work, Sections 5.3.2, 5.3.3, 5.3.4, 5.3.5, 5.3.6</p>	<p>Employers recruited, working relationships with others established and enhanced, resources for training and assisting participants to obtain employment are completed and reported to DPSS.</p> <p>Job leads developed and share with GROW sites.</p>	<p>None</p> <p>None</p>	<p>Review of MMR</p> <p>Review of MMR and Verified Complaints from GROW sites that they are not receiving job leads.</p>	<p>25 points per MMR without a report of activities</p> <p>100 points per MMR without a report of activities or verified complaints</p>

REQUIRED SERVICES	STANDARDS	ACCEPTABLE QUALITY LEVEL (AQL)	METHODS OF MONITORING	UNSATISFACTORY PERFORMANCE INDICATOR (UPI) POINTS
<p>As requested by County, develop and provide customized training classes.</p> <p>Provide FASTRAK JSPC classes as scheduled.</p> <p>Provide ongoing 12-week Office Occupations Classes throughout the year that are open entry – open exit for participants.</p> <p>Provide other specialized classes as agreed upon by COUNTY and CONTRACTOR.</p> <p>Attachment A, Statement of Work, Sections 4.4.1, 4.4.2, 4.4.3, and 4.4.4</p>	<p>Develop curriculum and provide customized training program as required.</p> <p>Provide FASTRAK as scheduled.</p> <p>Provide Office Occupations Classes.</p> <p>Provide other specialized classes as scheduled.</p>	<p>None</p> <p>None</p> <p>None</p> <p>None</p>	<p>Review of MMR Verified User Complaint</p> <p>Review of MMR and Verified User Complaint</p> <p>Review of MMR Verified User Complaint</p> <p>Review of MMR Verified User Complaint</p>	<p>50 points per training session not developed or provided</p> <p>100 points per schedule class not held</p> <p>100 points per class not held</p> <p>100 points per class not held.</p>
<p>Create and maintain participant folder for each GROW participant.</p> <p>Attachment A, Statement of Work, Section 4.54.5</p>	<p>Participant folders created and appropriate documents maintained in them.</p>	<p>None for folders creation</p> <p>3% for contents</p>	<p>Random Sample</p>	<p>100 points per folder not created</p> <p>50 points per percent over AQL</p>
<p>Monthly Management Report is submitted timely and accurately.</p> <p>Attachment A, Statement of Work, Section 4.6</p>	<p>Monthly Management Report is received timely.</p> <p>Monthly Management Report is complete and accurate.</p>	<p>1 work day</p> <p>None</p>	<p>Review of MMR</p>	<p>25 points per day late</p> <p>50 points per incomplete or inaccurate report</p>
<p>CONTRACTOR shall provide the following services that fulfill the measurable outcomes in the PRS:</p> <ol style="list-style-type: none"> 1. GROW Orientation, REP, JSPC contractors' employees training as scheduled 2. Security Guard training as scheduled 3. FASTRAK JSPC classes as scheduled. 4. Ongoing 12-week Office Occupations Classes throughout the year that are open entry–open exit for participants. 5. Other specialized classes as agreed upon by COUNTY and CONTRACTOR. <p>Attachment A, Statement of Work, Sections 4.4.1, 4.4.2, 4.4.3, and 4.4.4</p>	<p>CONTRACTOR shall provide services that fulfill the following measurable indicators:</p> <ol style="list-style-type: none"> 1. 90 percent satisfactory or better rating from GROW Orientation, REP, JSPC contractors' employees training. 2. 80 percent satisfactory or better rating from Security Guard training. 3. 25 percent satisfactory or better rating from FASTRAK JSPC classes. 4. 35 percent satisfactory or better rating from Ongoing 12-week Office Occupations Classes throughout the year that are open entry–open exit for participants. <p>Provide other specialized classes as scheduled.</p>	<p>None</p> <p>None</p> <p>None</p> <p>None</p>	<p>Review of MMR Verified User Complaint</p> <p>Review of MMR Verified User Complaint</p> <p>Review of MMR Verified User Complaint</p> <p>Review of MMR Verified User Complaint</p>	<p>100 points for each percent under the required satisfactory rating for each Measurable Indicator</p>

CONTRACT DISCREPANCY REPORT

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of CCA

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of CCA

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of CCA

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

CCA's Signature and Date _____

Contract Representative's Signature and Date _____

**GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)
SAMPLE MONTHLY INVOICE**

**GROW PROGRAM SUPPORT SERVICES
SAMPLE MONTHLY INVOICE**

Invoice Date: _____

Invoice Number: _____

CONTRACTOR: _____

CONTRACTOR SSN/Taxpayer ID Number: _____

Invoice Period: From: _____

To: _____

Monthly Reimbursement:

Program Supportive Services (flat fee) \$ _____

Total Monthly Invoice Amount \$ _____

Financial Officer

Date Signed

TO BE COMPLETED BY COUNTY CONTRACT ADMINISTRATOR (CCA)

Specialized Job Clubs/Specialized Training Programs

CONTRACTOR failed to meet minimum 10% placement:

Performance Penalty \$ _____

Total Due to CONTRACTOR \$ _____

CCA Signature

Date Signed

**GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)
SAMPLE RECONCILIATION INVOICE**

GROW ORIENTATION & JOB SKILLS PREPARATION CLASS SERVICES

SAMPLE RECONCILIATION INVOICE

Invoice Date: _____ Invoice No: _____

Contractor Social Security or Taxpayer I.D. No: _____

Reconciliation Period:

From: _____ To: _____

Actual Costs (from Detail Attachments)

Program Supportive Services (Actual Costs) _____

LESS Invoice Amounts Received _____

TOTAL AMOUNT TO BE PAID _____

Contractor's Authorizing Name (print)

Contractor's Authorizing Signature

Date Signed

County's Approval Name (print)

County's Approval Signature

Date Signed

CONTRACTOR'S MONTHLY MANAGEMENT REPORT

**GROW MONTHLY MANAGEMENT REPORT
(MONTH / YEAR)**

1. Summarization of support services provided to GROW Orientation, REP, and JSPC contractors during the month (include contractors by name, sites, with description of services provided).
2. Summarization of GROW Orientation, REP, and JSPC contractors' employees feedback from their evaluation responses of training provided by LACOE during the month.

Provide the following information in the chart below:

Contractor's Staff Trained (Name):	Date:
Number of Trainees in the session	
Number of Completed Evaluation Forms Received	
Number of Satisfactory or Better Responses	
Number of Unsatisfactory Responses	

3. Describe the outreach activities conducted during the month: job fairs held, agencies contacted as potential GROW participant employers, resources for vocational training, and funding availabilities, etc. (Refer to Section 5.3 of the Statement of Work).

4. Provide statistics for each FASTRAK session completed during the month:

Location: _____

Date FASTRAK Session Began: _____

Number of Participants Who Started: _____

Number of Participants Who Obtained Full-Time Employment: _____

Number of Participants Who Obtained Part-Time Employment _____

Number of Participants Who Completed, But Did Not Find Employment _____

Number of Participants Who Did Not Complete or Find Employment _____

5. Provide summary for all FASTRAK Sessions completed during the month:

- Number of FASTRAK Sessions Completed: _____
- Number of Participants Who Started: _____
- Number of Participants Who Obtained Full-Time Employment: _____
- Number of Participants Who Obtained Part-Time Employment _____
- Number of Participants Who Completed, But Did Not Find Employment _____
- Number of Participants Who Did Not Complete or Find Employment _____

6. Provide statistics for each Customized JSPC session completed during the month:

- Number of Customized JSPC Sessions Completed: _____
- Number of Participants Who Started: _____
- Number of Participants Who Obtained Full-Time Employment: _____
- Number of Participants Who Obtained Part-Time Employment _____
- Number of Participants Who Completed, But Did Not Find Employment _____
- Number of Participants Who Did Not Complete or Find Employment _____

7. Provide summary for all Customized JSPC Sessions completed during the month:

- Number of Customized JSPC Sessions Completed: _____
- Number of Participants Who Started: _____
- Number of Participants Who Obtained Full-Time Employment: _____
- Number of Participants Who Obtained Part-Time Employment _____
- Number of Participants Who Completed, But Did Not Find Employment _____
- Number of Participants Who Did Not Complete or Find Employment _____

8. Provide statistics for each Specialize Training Class completed during the month:

Location: _____

Title of Specialized Training Class: _____

Date Class Began: _____

Number of Participants Who Started: _____

Number of Participants Who Obtained Full-Time Employment: _____

Number of Participants Who Obtained Part-Time Employment _____

Number of Participants Who Completed, But Did Not Find Employment _____

Number of Participants Who Did Not Complete or Find Employment _____

9. Provide summary for all Specialized Training Classes completed during the month:

Number of Specialized Training Classes Completed: _____

Number of Participants Who Started: _____

Number of Participants Who Obtained Full-Time Employment: _____

Number of Participants Who Obtained Part-Time Employment _____

Number of Participants Who Obtained Part-Time Employment with Training _____

Number of Participants Who Completed, But Did Not Find Employment _____

Number of Participants Who Did Not Complete or Find Employment _____

10. Attach copies of all supporting documentation verifying the outcomes for Sections 2 through 9.

11. Attach additional statistical reports (upon County’s request).

**GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)
CUSTOMIZED JSPC/SPECIALIZED TRAINING CLASSES
ATTENDANCE SHEET**

**GROW PROGRAM
SPECIALIZED TRAINING CLASSES
ATTENDANCE SHEET FOR PARTICIPANTS SERVED**

MONTH OF _____

SITE: _____

CASE NUMBER	PARTICIPANT NAME	PARTICIPANT ID	START DATE	TYPE OF SERVICE

**GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)
VERIFICATION OF EMPLOYMENT**

VERIFICATION OF GROW PARTICIPANT EMPLOYMENT
(FAX TO: ATTN: GROW SITE CASE MANAGER)

Date: _____

GROW CASE INFORMATION

Participant Name: _____

Case No.: _____ Start Date: _____

GROW Site: _____ GROW Case Manager: _____

SERVICE PROVIDER INFORMATION

Provider Name: _____

Provider Address: _____

Phone: _____ Fax Number: _____

Prepared By: _____

VERIFIED EMPLOYMENT INFORMATION

Job Title: _____ Type of Business: _____

Employer: _____

Address: _____ City _____ Zip _____

Phone Number: _____

Prepared By: _____

Person Providing Information

Job Title

Job Hire Date: _____ Job Start Date: _____

Total Number of Hours per Week: _____

Salary Wage: Hourly: _____ Weekly: _____ Monthly _____

Is the Job: Temporary Permanent If Temporary, date the job ends: _____

Additional Comment(s): _____

Provider Signature

Date Verified Employment

**GENERAL RELIEF OPPORTUNITY FOR WORK (GROW)
SUPPORTIVE SERVICES REFERRALS**

GENERAL RELIEF OPPORTUNITIES FOR WORK
IDENTIFICATION OF PARTICIPANT WITH SUPPORTIVE SERVICES NEEDS

To: _____ From: _____
 GROW Site: _____
 Address: _____

 GSW Name: _____

The following participant has been identified as having domestic violence, substance abuse and/or mental health problem. This problem requires immediate attention to assist him/her overcome barriers to employment. Please make the appropriate supportive services referrals.

1. PARTICIPANT INFORMATION

Name (First/Last): _____
 Social Security No.: _____ DPSS Case No. _____
 GROW Activity: _____

2. SUPPORTIVE SERVICES

Check all that apply: Mental Health Domestic Violence Substance Abuse

Name, Title, Signature of Authorized Person _____ Date _____ Phone Number _____ Fax Number _____

3. PARTICIPANT AUTHORIZATION

I authorize the Department of Public Social Services to release information to the above GROW services provider regarding the status of my GROW/General Relief application/case as it applies to my participation in Supportive Services.

Participant's Signature _____ Date _____

4. FOR DPSS USE ONLY

Your request for GROW Supportive Services for the above-referenced participant has been received and an appointment to discuss the possible need for domestic violence, mental health and/or substance abuse supportive services has been scheduled for:

Appointment Date _____ Time _____ Address _____
 GROW Case Manager _____ Date _____ Telephone No. _____

ABP 4026

**ATTACHMENT B
CONTRACTOR'S BUDGET**

LINE ITEM BUDGET

PROJECT NAME: GENERAL RELIEF OPPORTUNITIES FOR WORK PROGRAM

CONTRACTOR: L. A. CO. OFFICE OF EDUCATION CONTACT PERSON: DAN MILLER
 CONTRACT PERIOD: 7/01/2006 - 6/30/2007 TELEPHONE NUMBER: (562) 922-8609
 FISCAL YEAR: 2006 - 2007

ADMINISTRATIVE COSTS:

		Cost
<u>Salaries and Benefits for Administrative Staff:</u>		
Salaries (from Personnel Schedule)	(a)	\$ 61,459
Fringe Benefits (from Personnel Schedule)	(b)	18,372
Personnel Subtotal (line a+b)	(c)	\$ 79,831
ADMINISTRATIVE OPERATING COSTS	Monthly Cost	Yearly Cost
Office and Other Supplies	166.67	2,000
Mileage	83.33	1,000
Telephone	16.67	200
Copier	16.67	200
Rent/Lease - Land and Building	333.33	4,000
Accounting Services	833.33	10,000
Operating Costs - Subtotal	1,450.00	(d) \$ 17,400
INDIRECT COSTS (List approved %)	Percentage	Yearly Cost
Indirect Cost - Subtotal	7.36%	(e) \$ 154,470
Total Administrative Cost (The sum of line c,d,e).	(f)	\$ 251,701

DIRECT SERVICES COSTS:

		Cost
<u>Salaries and Benefits for Staff Providing Direct Services:</u>		
Salaries (from Personnel Schedule)	(g)	\$ 1,082,039
Fringe Benefits (from Personnel Schedule)	(h)	474,999
Personnel Subtotal (line g+h)	(i)	\$ 1,557,038
DIRECT SERVICES OPERATING COSTS	Monthly Cost	Yearly Cost
Instructional Materials	24,960.00	\$ 299,520
Instructional Supplies	951.67	11,420
Office and Other Supplies	981.67	11,780
Support Cost of Office Class	6,666.67	80,000
Non-Capitalized Equipment	208.33	2,500
Mileage	1,583.33	19,000
Travel and Conferences	58.33	700
Reprographics	686.33	8,236
Telephone	158.33	1,900
Bulk Metered Postage	46.33	556
Copier	66.67	800
Rent/Lease - Land and Building	675.00	8,100
Operating Costs - Subtotal	37,042.66	(j) \$ 444,512
Sub-Contracted costs (from Direct Service Provider Budget)		
Subcontractor 1	_____	_____
Subcontractor 2	_____	_____
Subcontractor 3	_____	_____
Sub-Contract Costs - Subtotal	(k)	_____
Total Direct Services Costs (line i,j,k)	(l)	\$ 2,001,550

Total Contract Cost (line f+l) (m) **\$ 2,253,251**

Note:
 (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
 (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.

Contract Budget Narrative

Line Item	Narrative/Justification.	
Instructional Materials	\$299,520	<p>Funds are required to provide instructional materials to all GROW Orientation and Job Club sites for FY 2006-07. These include the Job Preparation Guide, Passport to Success, and other materials required by each contracted site. The projections are as follows:</p> <p style="margin-left: 40px;">Orientation English: 39,332 sets @ \$2.55 per set Orientation Spanish: 4,388 @ \$2.91 per set Job Club English: 13,760 @ \$12.25 per set Job Club Spanish: 1,528 @ \$11.71 per set</p>
Instructional Supplies	\$11,420	Funds are requested to purchase additional instructional supplies as needed to supplement current instructional practices in program support and Fastrak. Cost is based on prior years' expenditure for this program.
Office Supplies	\$13,780	Funds are required to provide office supplies to LACOE staff who are providing mentoring services countywide, Fastrak services in specified regions, and administrative services to the program. Cost is based on prior years' expenditure for this program.
Support Cost of Office Class	\$80,000	Funds are requested to specifically support the non-traditional training classes offered to GROW clients. These classes include the clerical training class at Metro Special and the Security Officer training. These funds cover costs that cannot be reimbursed using ADA from Alhambra School District.
Non-capitalized Equipment	\$2,500	Please refer to EDP Schedule/Justification.
Mileage	\$20,000	Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The current LACOE rate is \$0.445 per mile. Amount includes costs for mentoring staff to travel from site to site as well as some administration mileage. Cost is based on prior years' expenditure for this program.
Travel/Conference	\$700	Funds are required to allow staff to attend and present at local conferences and other professional development opportunities. Cost is based on prior years' expenditure for this program.
Reprographics	\$8,236	Funds are required for duplication of materials as needed by the LACOE Reprographics Units. Cost is based on prior years' expenditure for this program.
Telephone	\$2,100	Funds are required for telephone service for contract staff located at LACOE Headquarters along with cell phone costs for select staff assigned to this program. All phone bills are reviewed by management to ensure appropriate use of equipment. Cost is based on prior years' expenditure for this program.

Contract Budget Narrative

Line Item	Narrative/Justification.
Bulk Metered Postage	\$556 Funds are required to allow staff to mail letters, notices, and other documents via the U.S. Postal System as required by the contract. Cost is based on prior years' expenditure for this program.
Copier	\$1,000 Funds are required for copier expense incurred at LACOE Headquarters by contract staff. LACOE follows standard procurement bidding guidelines to contract with appropriate vendors. Cost is based on prior years' expenditure for this program.
Rent/Lease Building	\$12,100 Funds are required for rent/leases at LACOE Headquarters for program staff assigned to this contract. This includes staff who provide direct service and administration staff. Cost is based on prior years' expenditure for this program.
Accounting Services	\$10,000 Funds are required for LACOE Accounting Services that are directly allocated based on program usage. Amount estimated based on previous years' expenditures for other programs.
Indirect Costs	\$154,470 Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. The current LACOE indirect support rate for this contract is 7.36%.

PERSONNEL SCHEDULE (page 1 of 3)

CONTRACTOR: L. A. CO. OFFICE OF EDUCATION
CONTRACT PERIOD: 7/01/2006 - 06/30/2007
FISCAL YEAR: 2006 - 2007

CONTACT PERSON: DAN MILLER
TELEPHONE NUMBER: (562) 922-8609

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Administrative Personnel:	Director	1	10,199	10.0000%	1,020	\$ 12,239
	Coordinator-In-Charge	2	8,784	15.0000%	2,635	31,622
	Management Coordinator	1	8,472	10.0000%	847	10,166
	Administrative Analyst	1	6,193	10.0000%	619	7,432
	Career Dev. Program Mgr.	3	6,816	25.0000%	5,112	61,344
	Career Dev. Program Supr.	2	6,150	55.0000%	6,765	81,180
	Community Activities Coord	1	5,060	100.0000%	5,060	60,720
	Sr. Job Search Specialist	5	5,850	100.0000%	29,250	351,000
	Job Search Specialist	7	5,344	100.0000%	37,408	448,896
	Job Search Assistant	1	2,642	100.0000%	2,642	31,704
	Administrative Aide	1	4,602	40.0000%	1,841	22,090
	Sr. Division Secretary	1	4,429	10.0000%	443	5,315
	Secretary	1	3,627	40.0000%	1,451	17,410
	Classified Limited Term					1,380
	Classified Overtime					1,000
Total Salaries:						\$ 1,143,498

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	DIRECTOR	COORDINATOR-IN-CHARGE	MANAGEMENT COORDINATOR	ADMINISTRATIVE ANALYST	CAREER DEV. PROG. MANAGER	TOTAL
Health Plan (3)	\$ 10,124.80	\$ 20,249.60	\$ 10,124.80	\$ 10,124.80	\$ 30,374.40	\$ 80,998.40
Dental Plan (included in Health Plan)	10,097.00	17,393.47	15,074.50	11,018.40	35,313.32	88,896.69
Retirement	550.70	948.73	457.50	334.40	1,104.24	3,395.57
SUI	1,774.60	3,057.00	7,777.70	5,684.90	17,763.48	36,057.68
Social Security and/or Medicare	7,588.00	13,071.40	6,303.50	4,607.40	15,213.76	46,784.06
Worker's Compensation						
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 30,135.10	\$ 54,720.20	\$ 39,738.00	\$ 31,769.90	\$ 99,769.20	\$ 256,132.40
% Time Allocation	10.00%	15.00%	10.00%	10.00%	25.00%	
Total Fringe Benefits (4):	\$ 3,013.51	\$ 8,208.03	\$ 3,973.80	\$ 3,176.99	\$ 24,942.30	\$ 43,314.63

Footnotes:

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

PERSONNEL SCHEDULE (page 2 of 3)

CONTRACTOR: L. A. CO. OFFICE OF EDUCATION
CONTRACT PERIOD: 7/01/2006 - 06/30/2007
FISCAL YEAR: 2006 - 2007

CONTACT PERSON: DAN MILLER
TELEPHONE NUMBER: (562) 922-8609

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	CAREER DEV. PROG. SUPERVISOR	COMMUNITY ACTIVITIES COORDINATOR	SR. JOB SEARCH SPECIALIST	JOB SEARCH SPECIALIST	JOB SEARCH ASSISTANT	TOTAL
Health Plan (3)	\$ 20,249.60	\$ 9,528.80	\$ 47,644.00	\$ 66,701.60	\$ 9,528.80	\$ 153,652.80
Dental Plan (included in Health Plan)	21,885.60	9,003.35	52,045.96	66,552.11	4,701.00	154,188.02
Retirement	664.24	273.25	1,579.58	2,019.86	142.68	4,679.61
SUI	11,291.89	4,645.28	26,852.16	34,336.62	2,425.48	79,551.43
Social Security and/or Medicare	9,151.60	3,764.80	21,763.35	27,829.16	1,965.75	64,474.66
Worker's Compensation						
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 63,242.93	\$ 27,215.48	\$ 149,885.05	\$ 197,439.35	\$ 18,763.71	\$ 456,546.52
% Time Allocation	55.0000%	100.00%	100.00%	100.00%	100.00%	
Total Fringe Benefits (4):	\$ 34,783.61	\$ 27,215.48	\$ 149,885.05	\$ 197,439.35	\$ 18,763.71	\$ 428,087.20

Footnotes:

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

PERSONNEL SCHEDULE (page 3 of 3)

CONTRACTOR: L. A. CO. OFFICE OF EDUCATION
CONTRACT PERIOD: 7/01/2006 - 6/30/2007
FISCAL YEAR: 2006 - 2007

CONTACT PERSON: DAN MILLER
TELEPHONE NUMBER: (562) 922-8609

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	ADMINISTRATIVE AIDE	SR. DIVISION SECRETARY	SECRETARY	CLASSIFIED LIMITED TERM	CLASSIFIED OVERTIME (5)	TOTAL
Health Plan (3)	\$ 9,528.80	\$ 9,528.80	\$ 9,528.80			\$ 28,586.40
Dental Plan (included in Health Plan)	8,188.50	7,879.70	6,452.93			22,521.13
Retirement	248.52	239.10	195.85	\$ 6.21	\$ 4.50	694.18
SUI	4,224.87	4,065.60	3,329.37	105.57	76.50	11,801.91
Social Security and/or Medicare	3,424.07	3,295.00	2,698.32	85.56	62.00	9,564.95
Worker's Compensation						
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 25,614.76	\$ 25,008.20	\$ 22,205.27	\$ 197.34	\$ 143.00	\$ 73,168.57
% of Time Allocation	40.00%	10.00%	40.00%	100.00%	100.00%	
Total Fringe Benefits (4):	\$ 10,245.90	\$ 2,500.82	\$ 8,882.11	\$ 197.34	\$ 143.00	\$ 21,969.17

Footnotes:

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

DIRECT SERVICE PROVIDER BUDGET

PROJECT NAME: GROW Program Support

CONTRACTOR: L.A. County Office of Education

CONTACT PERSON: Dan Miller

CONTRACT PERIOD: 7/1/2006 - 6/30/2007

TELEPHONE NUMBER: (562) 922-8610

DIRECT SERVICES (1)

	ESTIMATED CASELOAD	COST PER CASE	TOTAL COST
LIST TYPES OF SERVICE:			
1 Not Applicable			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			

Total Direct Services Cost _____

GROW Program Support

Department or Agency Los Angeles County Office of Education

Fiscal Year: 2006-2007

Contact Person Dan Miller

MOU Date: _____

Phone No. (562) 922-8610

Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
1	Computer system	1	\$1,000.00	\$1,000.00
2	Printer	1	\$250.00	\$250.00
3	Projector	1	\$1,250.00	\$1,250.00
GRAND TOTAL				\$2,500.00

DPSS Review / Approval *(circle one)*:

Name: _____

Title: _____

Division/Section: _____

Date: _____

Justification Submitted Yes No

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

GROW Program Support

Fiscal Year: 2006 - 2007

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

Computer and printer would be utilized by staff to assist in job development and other program activities for GROW clients. The projector would be utilized to develop Powerpoint presentations for Fastrak clients. Projector could also be used to train new contractor staff.

Prepared by: Steve Yamarone

Phone No. 562-922-8604

LINE ITEM BUDGET

PROJECT NAME: GENERAL RELIEF OPPORTUNITIES FOR WORK PROGRAM

CONTRACTOR: L. A. CO. OFFICE OF EDUCATION CONTACT PERSON: DAN MILLER
 CONTRACT PERIOD: 7/01/2007 - 6/30/2008 TELEPHONE NUMBER: (562) 922-8609
 FISCAL YEAR: 2007 - 2008

ADMINISTRATIVE COSTS:

		Cost
<u>Salaries and Benefits for Administrative Staff:</u>		
Salaries (from Personnel Schedule)	(a)	\$ 62,690
Fringe Benefits (from Personnel Schedule)	(b)	18,740
Personnel Subtotal (line a+b)	(c)	\$ 81,430
 ADMINISTRATIVE OPERATING COSTS		
	Monthly Cost	Yearly Cost
Office and Other Supplies	166.67	2,000
Mileage	83.33	1,000
Telephone	16.67	200
Copier	16.67	200
Rent/Lease - Land and Building	333.33	4,000
Accounting Services	833.33	10,000
Operating Costs - Subtotal	1,450.00	(d) \$ 17,400
	Percentage	Yearly Cost
INDIRECT COSTS (List approved %)		
Indirect Cost - Subtotal	7.36%	(e) \$ 156,875
Total Administrative Cost (The sum of line c,d,e).	(f)	\$ 255,705

DIRECT SERVICES COSTS:

		Cost
<u>Salaries and Benefits for Staff Providing Direct Services:</u>		
Salaries (from Personnel Schedule)	(g)	\$ 1,103,624
Fringe Benefits (from Personnel Schedule)	(h)	484,494
Personnel Subtotal (line g+h)	(i)	\$ 1,588,118
 DIRECT SERVICES OPERATING COSTS		
	Monthly Cost	Yearly Cost
Instructional Materials	24,960.00	\$ 299,520
Instructional Supplies	951.67	11,420
Office and Other Supplies	981.67	11,780
Support Cost of Office Class	6,666.67	80,000
Non-Capitalized Equipment	208.33	2,500
Mileage	1,583.33	19,000
Travel and Conferences	58.33	700
Reprographics	686.33	8,236
Telephone	158.33	1,900
Bulk Metered Postage	46.33	556
Copier	66.67	800
Rent/Lease - Land and Building	675.00	8,100
Operating Costs - Subtotal	37,042.66	(j) \$ 444,512
 Sub-Contracted costs (from Direct Service Provider Budget)		
Subcontractor 1	_____	_____
Subcontractor 2	_____	_____
Subcontractor 3	_____	_____
Sub-Contract Costs - Subtotal	(k)	\$ -
Total Direct Services Costs (line i,j,k)	(l)	\$ 2,032,630
Total Contract Cost (line f+l)	(m)	\$ 2,288,335

Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
- (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.

Contract Budget Narrative

Line Item	Narrative/Justification.
Instructional Materials	<p>\$299,520 Funds are required to provide instructional materials to all GROW Orientation and Job Club sites for FY 2007-08. These include the Job Preparation Guide, Passport to Success, and other materials required by each contracted site. The projections are as follows:</p> <p style="margin-left: 40px;">Orientation English: 39,332 sets @ \$2.55 per set Orientation Spanish: 4,388 @ \$2.91 per set Job Club English: 13,760 @ \$12.25 per set Job Club Spanish: 1,528 @ \$11.71 per set</p>
Instructional Supplies	<p>\$11,420 Funds are requested to purchase additional instructional supplies as needed to supplement current instructional practices in program support and Fastrak. Cost is based on prior years' expenditure for this program.</p>
Office Supplies	<p>\$13,780 Funds are required to provide office supplies to LACOE staff who are providing mentoring services countywide, Fastrak services in specified regions, and administrative services to the program. Cost is based on prior years' expenditure for this program.</p>
Support Cost of Office Class	<p>\$80,000 Funds are requested to specifically support the non-traditional training classes offered to GROW clients. These classes include the clerical training class at Metro Special and the Security Officer training. These funds cover costs that cannot be reimbursed using ADA from Alhambra School District.</p>
Non-capitalized Equipment	<p>\$2,500 Please refer to EDP Schedule/Justification.</p>
Mileage	<p>\$20,000 Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The current LACOE rate is \$0.445 per mile. Amount includes costs for mentoring staff to travel from site to site as well as some administration mileage. Cost is based on prior years' expenditure for this program.</p>
Travel/Conference	<p>\$700 Funds are required to allow staff to attend and present at local conferences and other professional development opportunities. Cost is based on prior years' expenditure for this program.</p>
Reprographics	<p>\$8,236 Funds are required for duplication of materials as needed by the LACOE Reprographics Units. Cost is based on prior years' expenditure for this program.</p>
Telephone	<p>\$2,100 Funds are required for telephone service for contract staff located at LACOE Headquarters along with cell phone costs for select staff assigned to this program. All phone bills are reviewed by management to ensure appropriate use of equipment. Cost is based on prior years' expenditure for this program.</p>

Contract Budget Narrative

Line Item	Narrative/Justification	
Bulk Metered Postage	\$556	Funds are required to allow staff to mail letters, notices, and other documents via the U.S. Postal System as required by the contract. Cost is based on prior years' expenditure for this program.
Copier	\$1,000	Funds are required for copier expense incurred at LACOE Headquarters by contract staff. LACOE follows standard procurement bidding guidelines to contract with appropriate vendors. Cost is based on prior years' expenditure for this program.
Rent/Lease Building	\$12,100	Funds are required for rent/leases at LACOE Headquarters for program staff assigned to this contract. This includes staff who provide direct service and administration staff. Cost is based on prior years' expenditure for this program.
Accounting Services	\$10,000	Funds are required for LACOE Accounting Services that are directly allocated based on program usage. Amount estimated based on previous years' expenditures for other programs.
Indirect Costs	\$156,875	Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. The current LACOE indirect support rate for this contract is 7.36%.

PERSONNEL SCHEDULE (page 1 of 3)

CONTRACTOR: L. A. CO. OFFICE OF EDUCATION
 CONTACT PERSON: DAN MILLER
 CONTRACT PERIOD: 7/01/2007 - 06/30/2008
 TELEPHONE NUMBER: (562) 922-8609
 FISCAL YEAR: 2007 - 2008

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Administrative Personnel:	Director	1	10,403	10.0000%	1,040	\$ 12,484
	Coordinator-In-Charge	2	8,960	15.0000%	2,688	32,256
	Management Coordinator	1	8,642	10.0000%	864	10,370
	Administrative Analyst	1	6,317	10.0000%	632	7,580
	Career Dev. Program Mgr.	3	6,953	25.0000%	5,215	62,577
	Career Dev. Program Supr.	2	6,273	55.0000%	6,900	82,804
	Community Activities Coord	1	5,161	100.0000%	5,161	61,932
	Sr. Job Search Specialist	5	5,968	100.0000%	29,840	358,080
	Job Search Specialist	7	5,450	100.0000%	38,150	457,800
	Job Search Assistant	1	2,695	100.0000%	2,695	32,340
	Administrative Aide	1	4,694	40.0000%	1,878	22,531
	Sr. Division Secretary	1	4,517	10.0000%	452	5,420
	Secretary	1	3,700	40.0000%	1,480	17,760
	Classified Limited Term					1,380
	Classified Overtime					1,000
Total Salaries:						\$ 1,166,314

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	DIRECTOR	COORDINATOR-IN-CHARGE	MANAGEMENT COORDINATOR	ADMINISTRATIVE ANALYST	CAREER DEV. PROG. MANAGER	TOTAL
Health Plan (3)	\$ 10,327.30	\$ 20,654.60	\$ 10,327.30	\$ 10,327.30	\$ 30,981.92	\$ 82,618.42
Dental Plan (Included in Health Plan)	10,298.90	17,741.33	15,376.00	11,238.80	36,019.60	90,674.63
Retirement	561.80	967.73	466.70	341.10	1,126.32	3,463.65
SUI	1,810.10	3,118.20	7,933.30	5,798.70	18,118.72	36,779.02
Social Security and/or Medicare	7,739.80	13,332.87	6,429.60	4,699.60	15,518.04	47,719.91
Worker's Compensation						
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 30,737.90	\$ 55,814.73	\$ 40,532.90	\$ 32,405.50	\$ 101,764.60	\$ 261,255.63
% Time Allocation	10.00%	15.00%	10.00%	10.00%	25.00%	
Total Fringe Benefits (4):	\$ 3,073.79	\$ 8,372.21	\$ 4,053.29	\$ 3,240.55	\$ 25,441.15	\$ 44,180.99

Footnotes:

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

PERSONNEL SCHEDULE (page 2 of 3)

CONTRACTOR: L. A. CO. OFFICE OF EDUCATION
CONTRACT PERIOD: 7/01/2007 - 06/30/2008
FISCAL YEAR: 2007 - 2008

CONTACT PERSON: DAN MILLER
TELEPHONE NUMBER: (562) 922-8609

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	CAREER DEV. PROG. SUPERVISOR	COMMUNITY ACTIVITIES COORDINATOR	SR. JOB SEARCH SPECIALIST	JOB SEARCH SPECIALIST	JOB SEARCH ASSISTANT	TOTAL
Health Plan (3)	\$ 20,654.60	\$ 9,719.40	\$ 48,597.00	\$ 68,035.80	\$ 9,719.40	\$ 156,726.20
Dental Plan (included in Health Plan)	22,323.31	9,183.41	53,086.88	67,883.15	4,795.02	157,271.77
Retirement	677.51	278.72	1,611.19	2,060.26	145.53	4,773.21
SUI	11,517.71	4,738.19	27,390.21	35,024.35	2,473.99	81,144.45
Social Security and/or Medicare	9,334.62	3,840.10	22,198.60	28,385.75	2,005.06	65,764.13
Worker's Compensation						
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 64,507.75	\$ 27,759.82	\$ 152,883.88	\$ 201,389.31	\$ 19,139.00	\$ 465,679.76
% Time Allocation	55.0000%	100.00%	100.00%	100.00%	100.00%	
Total Fringe Benefits (4):	\$ 35,479.26	\$ 27,759.82	\$ 152,883.88	\$ 201,389.31	\$ 19,139.00	\$ 436,651.27

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance
- (3) Indicate if Categorical Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

PERSONNEL SCHEDULE (page 3 of 3)

CONTRACTOR: L. A. CO. OFFICE OF EDUCATION
CONTRACT PERIOD: 7/01/2007 - 6/30/2008
FISCAL YEAR: 2007 - 2008

CONTACT PERSON: DAN MILLER
TELEPHONE NUMBER: (562) 922-8609

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	ADMINISTRATIVE AIDE	SR. DIVISION SECRETARY	SECRETARY	CLASSIFIED LIMITED TERM	CLASSIFIED OVERTIME (5)	TOTAL
Health Plan (3)	\$ 9,719.40	\$ 9,719.40	\$ 9,719.40			\$ 29,158.20
Dental Plan (Included in Health Plan)	8,352.25	8,037.30	6,581.98			22,971.53
Retirement	253.50	243.90	199.77	\$ 6.21	4.50	707.88
SUI	4,309.35	4,146.80	3,395.97	105.57	76.50	12,034.19
Social Security and/or Medicare	3,492.55	3,360.80	2,752.30	85.56	62.00	9,753.21
Worker's Compensation						
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 26,127.05	\$ 25,508.20	\$ 22,649.42	\$ 197.34	\$ 143.00	\$ 74,625.01
% of Time Allocation	40.00%	10.00%	40.00%	100.00%	100.00%	
Total Fringe Benefits (4):	\$ 10,450.82	\$ 2,550.82	\$ 9,059.77	\$ 197.34	\$ 143.00	\$ 22,401.75

Footnotes:

- (1) Annual Year is Fiscal Year
- (2) Contractors must be in compliance with the County's Living Wage Ordinance
- (3) Indicate if Caretaker Plan
- (4) Fringe Benefits Subtotal per Classification x number of position
- (5) Change the column heading to the name of the position and provide benefit information for that position

GROW Program Support

Department or Agency Los Angeles County Office of Education

Fiscal Year: 2007-2008

Contact Person Dan Miller

MOU Date: _____

Phone No. (562) 922-8610

Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
1	Computer system	1	\$1,000.00	\$1,000.00
2	Printer	1	\$250.00	\$250.00
3	Projector	1	\$1,250.00	\$1,250.00
GRAND TOTAL				\$2,500.00

DPSS Review / Approval *(circle one)*:

Name: _____

Title: _____

Division/Section _____

Date: _____

Justification Submitted Yes No

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

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

Fiscal Year: 2007 - 2008

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

Computer and printer would be utilized by staff to assist in job development and other program activities for GROW clients. The projector would be utilized to develop Powerpoint presentations for Fastrak clients. Projector could also be used to train new contractor staff.

Prepared by: Steve Yamarone

Phone No. 562-922-8604

LINE ITEM BUDGET

PROJECT NAME: GENERAL RELIEF OPPORTUNITIES FOR WORK PROGRAM

CONTRACTOR: L. A. CO. OFFICE OF EDUCATION CONTACT PERSON: DAN MILLER
 CONTRACT PERIOD: 7/01/2008 - 6/30/2009 TELEPHONE NUMBER: (562) 922-8609
 FISCAL YEAR: 2008 - 2009

ADMINISTRATIVE COSTS:

		Cost
<u>Salaries and Benefits for Administrative Staff:</u>		
Salaries (from Personnel Schedule)	(a) \$	63,947
Fringe Benefits (from Personnel Schedule)	(b)	19,177
Personnel Subtotal (line a+b)	(c) \$	83,124
 ADMINISTRATIVE OPERATING COSTS		
	Monthly Cost	Yearly Cost
Office and Other Supplies	166.67	2,000
Mileage	83.33	1,000
Telephone	16.67	200
Copier	16.67	200
Rent/Lease - Land and Building	333.33	4,000
Accounting Services	833.33	10,000
Operating Costs - Subtotal	1,450.00 (d)	\$ 17,400
	Percentage	Yearly Cost
INDIRECT COSTS (List approved %)		
Indirect Cost - Subtotal	7.36% (e)	\$ 159,348
Total Administrative Cost (The sum of line c,d,e).	(f)	\$ 259,872

DIRECT SERVICES COSTS:

		Cost
<u>Salaries and Benefits for Staff Providing Direct Services:</u>		
Salaries (from Personnel Schedule)	(g) \$	1,125,646
Fringe Benefits (from Personnel Schedule)	(h)	494,368
Personnel Subtotal (line g+h)	(i) \$	1,620,014
 DIRECT SERVICES OPERATING COSTS		
	Monthly Cost	Yearly Cost
Instructional Materials	24,960.00	\$ 299,520
Instructional Supplies	951.67	11,420
Office and Other Supplies	981.67	11,780
Support Cost of Office Class	6,666.67	80,000
Non-Capitalized Equipment	208.33	2,500
Mileage	1,583.33	19,000
Travel and Conferences	58.33	700
Reprographics	686.33	8,236
Telephone	158.33	1,900
Bulk Metered Postage	46.33	556
Copier	66.67	800
Rent/Lease - Land and Building	675.00	8,100
Operating Costs - Subtotal	37,042.66 (j)	\$ 444,512
 Sub-Contracted costs (from Direct Service Provider Budget)		
Subcontractor 1	_____	_____
Subcontractor 2	_____	_____
Subcontractor 3	_____	_____
Sub-Contract Costs - Subtotal	(k)	_____
Total Direct Services Costs (line i,j,k)	(l)	\$ 2,064,526
Total Contract Cost (line f+l)	(m)	\$ 2,324,398

Note:

- (1) Provide a narrative for each line item to justify that the cost is both reasonable and necessary to the project.
- (2) All costs must be reasonable and prorated by the percentage of uses in serving specified target population.

Contract Budget Narrative

Line Item	Narrative/Justification.
Instructional Materials	<p>\$299,520 Funds are required to provide instructional materials to all GROW Orientation and Job Club sites for six months FY 2008-09. These include the Job Preparation Guide, Passport to Success, and other materials required by each contracted site. The projections are as follows:</p> <p style="margin-left: 40px;">Orientation English: 39,332 sets @ \$2.55 per set Orientation Spanish: 4,388 @ \$2.91 per set Job Club English: 13,760 @ \$12.25 per set Job Club Spanish: 1,528 @ \$11.71 per set</p>
Instructional Supplies	<p>\$11,420 Funds are requested to purchase additional instructional supplies as needed to supplement current instructional practices in program support and Fastrak. Cost is based on prior years' expenditure for this program.</p>
Office Supplies	<p>\$13,780 Funds are required to provide office supplies to LACOE staff who are providing mentoring services countywide, Fastrak services in specified regions, and administrative services to the program. Cost is based on prior years' expenditure for this program.</p>
Support Cost of Office Class	<p>\$80,000 Funds are requested to specifically support the non-traditional training classes offered to GROW clients. These classes include the clerical training class at Metro Special and the Security Officer training. These funds cover costs that cannot be reimbursed using ADA from Alhambra School District.</p>
Non-capitalized Equipment	<p>\$2,500 Please refer to EDP Schedule/Justification.</p>
Mileage	<p>\$20,000 Funds are required to reimburse staff for mileage pertaining to trips via automobile for legitimate business purposes related to this program. The current LACOE rate is \$0.445 per mile. Amount includes costs for mentoring staff to travel from site to site as well as some administration mileage. Cost is based on prior years' expenditure for this program.</p>
Travel/Conference	<p>\$700 Funds are required to allow staff to attend and present at local conferences and other professional development opportunities. Cost is based on prior years' expenditure for this program.</p>
Reprographics	<p>\$8,236 Funds are required for duplication of materials as needed by the LACOE Reprographics Units. Cost is based on prior years' expenditure for this program.</p>
Telephone	<p>\$2,100 Funds are required for telephone service for contract staff located at LACOE Headquarters along with cell phone costs for select staff assigned to this program. All phone bills are reviewed by management to ensure appropriate use of equipment. Cost is based on prior years' expenditure for this program.</p>

Contract Budget Narrative

Line Item	Narrative/Justification
Bulk Metered Postage	\$556 Funds are required to allow staff to mail letters, notices, and other documents via the U.S. Postal System as required by the contract. Cost is based on prior years' expenditure for this program.
Copier	\$1,000 Funds are required for copier expense incurred at LACOE Headquarters by contract staff. LACOE follows standard procurement bidding guidelines to contract with appropriate vendors. Cost is based on prior years' expenditure for this program.
Rent/Lease Building	\$12,100 Funds are required for rent/leases at LACOE Headquarters for program staff assigned to this contract. This includes staff who provide direct service and administration staff. Cost is based on prior years' expenditure for this program.
Accounting Services	\$10,000 Funds are required for LACOE Accounting Services that are directly allocated based on program usage. Amount estimated based on previous years' expenditures for other programs.
Indirect Costs	\$159,348 Funds are required for indirect LACOE services such as Payroll, Purchasing, Accounts Payable, Risk Management, LACOE Senior Management, etc. The current LACOE indirect support rate for this contract is 7.36%.

PERSONNEL SCHEDULE (page 1 of 3)

CONTRACTOR: L. A. CO. OFFICE OF EDUCATION
CONTRACT PERIOD: 7/01/2008 - 06/30/2009
FISCAL YEAR: 2008 - 2009

CONTACT PERSON: DAN MILLER
TELEPHONE NUMBER: (562) 922-8609

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY/ HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST
Administrative Personnel:	Director	1	10,611	10.0000%	1,061	\$ 12,733
	Coordinator-In-Charge	2	9,140	15.0000%	2,742	32,904
	Management Coordinator	1	8,815	10.0000%	882	10,578
	Administrative Analyst	1	6,443	10.0000%	644	7,732
	Career Dev. Program Mgr.	3	7,092	25.0000%	5,319	63,828
	Career Dev. Program Supr.	2	6,399	55.0000%	7,039	84,467
	Community Activities Coord	1	5,265	100.0000%	5,265	63,180
	Sr. Job Search Specialist	5	6,087	100.0000%	30,435	365,220
	Job Search Specialist	7	5,559	100.0000%	38,913	466,956
	Job Search Assistant	1	2,749	100.0000%	2,749	32,988
	Administrative Aide	1	4,789	40.0000%	1,916	22,987
	Sr. Division Secretary	1	4,608	10.0000%	461	5,530
	Secretary	1	3,773	40.0000%	1,509	18,110
	Classified Limited Term					1,380
	Classified Overtime					1,000
Total Salaries:						\$ 1,189,593

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	DIRECTOR	COORDINATOR-IN-CHARGE	MANAGEMENT COORDINATOR	ADMINISTRATIVE ANALYST	CAREER DEV. PROG. MANAGER	TOTAL
Health Plan (3)	\$ 10,637.10	\$ 21,274.20	\$ 10,637.10	\$ 10,637.10	\$ 31,911.32	\$ 85,096.82
Dental Plan (Included in Health Plan)	10,504.90	18,096.13	15,683.50	11,463.50	36,739.96	92,487.99
Retirement	573.00	987.07	476.00	347.90	1,148.84	3,532.81
SUI	1,846.30	3,180.53	8,092.00	5,914.70	18,481.12	37,514.65
Social Security and/or Medicare	7,894.60	13,599.53	6,558.20	4,793.60	15,828.40	48,674.33
Worker's Compensation						
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 31,455.90	\$ 57,137.46	\$ 41,446.80	\$ 33,156.80	\$ 104,109.64	\$ 267,306.60
% Time Allocation	10.00%	15.00%	10.00%	10.00%	25.00%	
Total Fringe Benefits (4):	\$ 3,145.59	\$ 8,570.62	\$ 4,144.68	\$ 3,315.68	\$ 26,027.41	\$ 45,203.98

Footnotes:

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

PERSONNEL SCHEDULE (page 2 of 3)

CONTRACTOR: L. A. CO. OFFICE OF EDUCATION
CONTRACT PERIOD: 7/01/2008 - 06/30/2009
FISCAL YEAR: 2008 - 2009

CONTACT PERSON: DAN MILLER
TELEPHONE NUMBER: (562) 922-8609

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	CAREER DEV. PROG. SUPERVISOR	COMMUNITY ACTIVITIES COORDINATOR	SR. JOB SEARCH SPECIALIST	JOB SEARCH SPECIALIST	JOB SEARCH ASSISTANT	TOTAL
Health Plan (3)	\$ 21,274.20	\$ 9,913.80	\$ 49,569.00	\$ 69,396.60	\$ 9,913.80	\$ 160,067.40
Dental Plan (included in Health Plan)	22,769.76	9,367.08	54,148.62	69,240.82	4,890.92	160,417.20
Retirement	691.05	284.29	1,643.41	2,101.46	148.44	4,868.65
SUI	11,748.07	4,832.95	27,938.01	35,724.85	2,523.47	82,767.35
Social Security and/or Medicare	9,521.31	3,916.90	22,642.57	28,953.47	2,045.17	67,079.42
Worker's Compensation						
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 66,004.39	\$ 28,315.02	\$ 155,941.61	\$ 205,417.20	\$ 19,521.80	\$ 475,200.02
% Time Allocation	55.0000%	100.00%	100.00%	100.00%	100.00%	
Total Fringe Benefits (4):	\$ 36,302.41	\$ 28,315.02	\$ 155,941.61	\$ 205,417.20	\$ 19,521.80	\$ 445,498.04

Footnotes:

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

PERSONNEL SCHEDULE (page 3 of 3)

CONTRACTOR: L. A. CO. OFFICE OF EDUCATION
CONTRACT PERIOD: 7/01/2008 - 6/30/2009
FISCAL YEAR: 2008 - 2009

CONTACT PERSON: DAN MILLER
TELEPHONE NUMBER: (562) 922-8609

Section I

PERSONNEL SALARIES (2)	POSITION CLASSIFICATION	NUMBER OF POSITIONS	MONTHLY HOURLY SALARY	% TIME ALLOCATION	TOTAL MONTHLY COST	TOTAL ANNUAL COST

Section II

EMPLOYEE BENEFITS BY CLASSIFICATION	ADMINISTRATIVE AIDE	SR. DIVISION SECRETARY	SECRETARY	CLASSIFIED LIMITED TERM	CLASSIFIED OVERTIME (5)	TOTAL
Health Plan (3)	\$ 9,913.80	\$ 9,913.80	\$ 9,913.80			\$ 29,741.40
Dental Plan (included in Health Plan)	8,519.30	8,198.10	6,713.62			23,431.02
Retirement	258.55	248.80	203.75	\$ 6.21	4.50	721.81
SUI	4,395.55	4,229.80	3,463.90	105.57	76.50	12,271.32
Social Security and/or Medicare	3,562.40	3,428.10	2,807.35	85.56	62.00	9,945.41
Worker's Compensation						
Long-Term Disability						
Holidays						
Sick Leave						
Vacation						
Life Insurance						
Fringe Benefits per Classification						
Fringe Benefit Subtotal	\$ 26,649.60	\$ 26,018.60	\$ 23,102.42	\$ 197.34	\$ 143.00	\$ 76,110.96
% of Time Allocation	40.00%	10.00%	40.00%	100.00%	100.00%	
Total Fringe Benefits (4):	\$ 10,659.84	\$ 2,601.86	\$ 9,240.97	\$ 197.34	\$ 143.00	\$ 22,843.01

Footnotes:

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

GROW Program Support

Department or Agency Los Angeles County Office of Education

Fiscal Year: 2008-2009

Contact Person Dan Miller

MOU Date: _____

Phone No. (562) 922-8610

Contract # _____

EDP EQUIPMENT SCHEDULE

Item #	Description	Quantity	Unit Cost	Total Cost
1	Computer system	1	\$1,000.00	\$1,000.00
2	Printer	1	\$250.00	\$250.00
3	Projector	1	\$1,250.00	\$1,250.00
GRAND TOTAL				\$2,500.00

DPSS Review / Approval *(circle one)*:

Name: _____ Title: _____

Division/Section _____ Date: _____

Justification Submitted Yes No

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

Fiscal Year: 2008 - 2009

EDP EQUIPMENT SCHEDULE

JUSTIFICATION

Computer and printer would be utilized by staff to assist in job development and other program activities for GROW clients. The projector would be utilized to develop Powerpoint presentations for Fastrak clients. Projector could also be used to train new contractor staff.

Prepared by: Steve Yamarone

Phone No. 562-922-8604

ATTACHMENT C
NO CONFLICT OF INTEREST

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

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

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

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

Proposer Name

Proposer Official Title

Official's Signature

ATTACHMENT D
FAMILIARITY OF THE COUNTY LOBBYIST
ORDINANCE CERTIFICATION

FAMILIARITY OF THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

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

Signature: _____ Date: _____

ATTACHMENT E
CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Proposer's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

GENERAL

In accordance with *Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1975, the Food Stamp Act of 1977, the Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990*, the CONTRACTOR, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, marital status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S CERTIFICATION

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

Name and Title of Signer

Signature

Date

ATTACHMENT F
CONTRACTOR'S NONDISCRIMINATION
IN SERVICES CERTIFICATION

CONTRACTOR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

Contractor's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

GENERAL

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

CONTRACTOR'S CERTIFICATION

(circle one)

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

Name and Title of Signer

Signature

Date

ATTACHMENT G

**CONTRACTOR/VENDOR
ASSURANCE OF COMPLIANCE OF
CIVIL RIGHTS RESOLUTION AGREEMENT
WITH THE LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

**CONTRACTOR/VENDOR ASSURANCE OF COMPLIANCE
OF CIVIL RIGHTS RESOLUTION AGREEMENT
WITH THE LOS ANGELES COUNTY
DEPARTMENT OF PUBLIC SOCIAL SERVICES**

We, "Company" agree to comply with the Civil Rights Resolution Agreement the County of Los Angeles, Department of Public Social Services (DPSS), has entered into with the Office for Civil Rights, Department of Health and Human Services Region IX. We, "Company", also agree to comply with the following Civil Rights provisions: Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended; Age Discrimination Act of 1975; Food Stamp Act of 1977; American with Disabilities Act of 1990; Government Code Section 11135; California Code of Regulations, Title 22, Section 98000-98413; California Department of Social Services Manual of Policies and Procedures, Division 21; and other applicable Federal and State laws, rules, and regulations to ensure that employment practices and the delivery of social service programs are non discriminatory.

As a contractor with DPSS, "Company", agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, "Company", agrees to comply with the requirements of the Resolution Agreement and "Company" understands that it is necessary to ensure their respective public contact staff receive the DPSS provided Civil Rights training, ensure participants receive notices in their primary language, provide interpreters as needed, and comply with all other requirements of the Resolution Agreement.

By signing this form we, "Company", agree to the aforementioned.

Director's Signature (Contractor)

Date

Contractor's Address

ATTACHMENT H
CONTRACTOR'S
ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS

**ATTESTATION OF WILLINGNESS TO CONSIDER
GAIN/GROW PARTICIPANTS**

As a threshold requirement for consideration for contract award, Contractor shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Contractor shall attest to a willingness to provide employed GAIN/GROW participants access to the Contractor’s employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Contractor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Contractor has a proven record of hiring GAIN/GROW participants and will continue to consider GAIN/GROW participants for any future employment openings.

_____ YES _____ NO (subject to verification by County)

B. Contractor is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. “Consider” means that Contractor is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Contractor is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

ATTACHMENT I
CONTRACTOR
EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

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

ACKNOWLEDGMENT OF EMPLOYER

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

_____ *(Initial and date)*

CONFIDENTIALITY AGREEMENT

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

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

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

I hereby agree that I will not divulge, to any unauthorized person, data obtained while performing work pursuant to the Contract between _____ and the County of Los Angeles.

- *I agree to forward all requests for the release of information received by me to my immediate supervisor.*
- *I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.*
- *I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or completion of the presently assigned work task, whichever occurs first.*
- *I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the County of Los Angeles will seek all possible legal redress.*

_____ **(Initial and Date)**

CONFLICT OF INTEREST POLICY

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

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

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

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

CONFLICT OF INTEREST POLICY (Cont.)

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

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

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

Name: _____
Contractor Employee's Signature

Date

Name: _____
Please Print Contractor Employee's Name

Working Title: _____

Original: Contractor
Copy: Contractor Employee

ATTACHMENT J
CONTRACTOR EMPLOYEE
JURY SERVICE PROGRAM

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings

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

2.203.020 Definitions

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a Contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the COUNTY but does not include:
 - 1. A contract where the Board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where Federal or State law or a condition of a Federal or State program mandates the use of a particular contractor; or
 - 3. A purchase made through a Federal or State contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

CONTRACTOR EMPLOYEE JURY SERVICE

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the Chief Administrative Officer, or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

2.203.030 Applicability

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

2.203.040 Contractor Jury Service Policy

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

CONTRACTOR EMPLOYEE JURY SERVICE

2.203.050 Other Provisions

- A. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The Chief Administrative Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

2.203.060 Enforcement and Remedies

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

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

2.203.070. Exceptions

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

CONTRACTOR EMPLOYEE JURY SERVICE

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

2.203.090. Severability

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

ATTACHMENT K

**CONTRACTOR
EMPLOYEE JURY SERVICES
CERTIFICATION FORM AND
APPLICATION FOR EXCEPTION**

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The County’s solicitation for this Request for Proposals is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Proposers, whether a Contractor or Subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Proposer is excepted from the Program.

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

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I. (Attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of “Contractor,” as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

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

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, **or** my company will have and adhere to such a policy prior to award of the Contract.

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

Print Name:	Title:
Signature:	Date:

ATTACHMENT L

TITLE 2 ADMINISTRATION
DETERMINATIONS OF
CONTRACTOR NON-RESPONSIBILITY AND
CONTRACTOR DEBARMENT ORDINANCE

**Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

2.202.010 Findings and Declarations

The Board of Supervisors finds that, in order to promote integrity in the COUNTY's contracting processes and to protect the public interest, the COUNTY's policy shall be to conduct business only with responsible contractors. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Auditor-Controller. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions

For purposes of this chapter, the following definitions apply:

- A. "Contractor" means a person, partnership, corporation or other entity who has contracted with, or is seeking to contract with, the COUNTY to provide goods to, or perform services for or on behalf of, the COUNTY. A contractor includes a contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor or vendor.
- B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the COUNTY.
- C. "Debarment" means an action taken by the COUNTY which results in a contractor being prohibited from bidding upon, being awarded, and/or performing work on a contract with the COUNTY for a period of up to three years. A contractor who has been determined by the COUNTY to be subject to such a prohibition is "debarred."
- D. "Department Head" means either the head of a department responsible for administering a particular contract for the COUNTY or the designee of same.
- E. "COUNTY" means the County of Los Angeles, any public entities for which the Board of Supervisors is the governing body, nonprofit corporations created by the county and any joint powers authorities that have adopted COUNTY contracting procedures.
- F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the Board of Supervisors. (Ord. 2000-0011 § 1 (part), 2000.)

**Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

2.202.030 Determination of Contractor Non-Responsibility

- A. Prior to a contract being awarded by the COUNTY, the COUNTY may determine that a party submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the COUNTY determines that a bidder/proposer is non-responsible for a particular contract, said bidder/proposer shall be ineligible for the award of that contract.

- B. The COUNTY may declare a contractor to be non-responsible for purposes of a particular contract if the COUNTY, in its discretion, finds that the contractor has done any of the following: (1) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the COUNTY or any other public entity.

- C. Before making a determination of non-responsibility pursuant to this chapter, the Department Head shall give written notice to the CONTRACTOR of the basis for the proposed non-responsibility determination, and shall advise the CONTRACTOR that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the Department Head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The CONTRACTOR and/or attorney or other authorized representative of the CONTRACTOR shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses and offer rebuttal evidence. After such hearing, the Department Head shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Department Head. A non-responsibility finding shall become final upon approval by the Board of Supervisors.

- D. The decision by the COUNTY to find a CONTRACTOR non-responsible for a particular contract is within the discretion of the COUNTY. The seriousness and extent of the CONTRACTOR's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the COUNTY in determining whether a CONTRACTOR should be deemed non-responsible. (Ord. 2000-0011 § 1 (part), 2000).

**Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT ORDINANCE**

2.202.040 Debarment of Contractors

- A. The COUNTY may debar a CONTRACTOR who has an existing contract with the COUNTY and/or a CONTRACTOR who has submitted a bid or proposal for a new contract with the COUNTY.
- B. The COUNTY may debar a CONTRACTOR if the COUNTY finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY; (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.
- C. Before making a debarment determination pursuant to this chapter, the Department Head shall give written notice to the CONTRACTOR of the basis for the proposed debarment, and shall advise the CONTRACTOR that a debarment hearing will be scheduled on a date certain. The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or attorney or other authorized representative must be given an opportunity to appear at the hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision and any recommendation shall be presented to the Board of Supervisors. The Board of Supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the Board of Supervisors.
- D. The decision by the COUNTY to debar a CONTRACTOR is within the discretion of the COUNTY. The seriousness and extent of the CONTRACTOR's acts, omissions, patterns or practices as well as any relevant mitigating factors may be considered by the COUNTY in making any debarment decision. Upon a debarment finding by the Board of Supervisors, the COUNTY shall have the right, in its discretion, to determine the length that the CONTRACTOR may be prohibited from bidding upon and being awarded a new contract with the COUNTY, which period may not exceed three years. In addition, upon a debarment finding by the Board of Supervisors, the COUNTY may, in its discretion, terminate any or all existing contracts the CONTRACTOR may have with the COUNTY. In the event that any

existing contract is terminated by the COUNTY, the COUNTY shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law. (Ord. 2000-0011 § 1 (part), 2000).

2.202.050 Pre-emption

In the event any contract is subject to Federal and/or State laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control. (Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 Severability

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby. (Ord. 2000-0011 § 1 (part), 2000.)

ATTACHMENT M

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

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

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

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

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

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

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

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

Dated: _____

Signature of Authorized Representative

Title of Authorized Representative

Printed Name

ATTACHMENT N
EARNED INCOME TAX CREDIT
NOTICE 1015

EARNED INCOME CREDIT - NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

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

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

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

Note. You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

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

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

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2005)
Cat. No. 205994

ATTACHMENT O
SAFELY SURRENDERED
BABY LAW FACT SHEET

SAFELY SURRENDERED BABY LAW FACT SHEET

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

The California Safely Surrendered Baby Law:

Allows a distressed birth parent(s) to legally, confidentially, and safely give up their baby.

Provides a safe place for babies.

Protects the parent(s) from arrest or prosecution for abandonment as long as the baby has not been abused or neglected.

Does not require that names be given when the baby is turned over.

Permits parents to bring a baby within 3 days of birth to any Los Angeles County hospital ER or fire station.



State of California
Gray Davis, Governor

**Health and Human
Services Agency**
Grantland Johnson, Secretary

**Department
of Social Services**
Rita Saenz, Director



**Los Angeles County
Board of Supervisors**

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

**No shame.
No blame.
No names.**

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



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

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

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent?

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

Why is California doing this?

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

A baby's story

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

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

www.babysafela.org

ATTACHMENT P

**CHARITABLE CONTRIBUTIONS
CERTIFICATION**

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	()	()

OR

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

Name and Title (please type or print)

ATTACHMENT Q
COUNTY ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NUMBER: _____

COUNTY CONTRACT DIRECTOR

Name: Ida L. Rivera
Title: County Contract Director
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3001
Facsimile: 562-908-0590
E-Mail Address: IdaRivera@ladpss.org

COUNTY CONTRACT SUPERVISOR II

Name: Lisa Hamilton
Title: County Contract Supervisor II
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-4451
Facsimile: 562-908-0590
E-Mail Address: LisaHamilton@ladpss.org

COUNTY CONTRACT MONITOR

Name: Traci Denby
Title: County Contract Monitor
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3560
Facsimile: 562-908-0590
E-Mail Address: TraciDenby@ladpss.org

COUNTY CONTRACT MANAGER

Name: Sandra Duran
Title: County Contract Manager
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3006
Facsimile: 562-908-0590
E-Mail Address: SandraDuran@ladpss.org

COUNTY CONTRACT ADMINISTRATOR

Name: Dale Oishi-Kocker
Title: County Contract Administrator
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3016
Facsimile: 562-908-0590
E-Mail Address: DaleOishi-Kocker@ladpss.org

Name: Lisa Sanchez
Title: County Contract Monitor
Address: 12900 Crossroads Parkway So.,
East Annex, 2nd floor
City of Industry, CA 91746
Telephone: 562-908-3559
Facsimile: 562-908-0590
E-Mail Address: LisaSanchez@ladpss.org

ATTACHMENT R
CONTRACTOR ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

Name: _____

Contract Number: _____

CONTRACT MANAGER

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

Name:

Title:

Address:

Telephone:

Facsimile:

E-Mail Address:

Notices to Contractor shall be sent to the following address:

Address:

Facsimile:

E-Mail Address:

ATTACHMENT S

**CIVIL RIGHTS COMPLAINT
CONTRACTOR FORM AND FLOWCHART**

COMPLAINT OF DISCRIMINATORY TREATMENT

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

CASE NAME:

CASE NUMBER:

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

I believe I was discriminated against because of my:

<input type="checkbox"/> RACE	<input type="checkbox"/> RELIGION	<input type="checkbox"/> COLOR
<input type="checkbox"/> NATIONAL ORIGIN	<input type="checkbox"/> SEX	<input type="checkbox"/> AGE
<input type="checkbox"/> POLITICAL AFFILIATION	<input type="checkbox"/> MARITAL STATUS	<input type="checkbox"/> DISABILITY

DATE OF OCCURRENCE: _____

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

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

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

(SIGNATURE)

(DATE)

ADDRESS: _____

TELEPHONE: _____

CIVIL RIGHTS COMPLAINT FLOWCHART CONTRACTOR PROCESS

