County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
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WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
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First District

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Third District

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MICHAEL D. ANTONOVICH
Fifth District

November 18, 2008

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

Dear Supervisors:

DEPARTMENT OF PUBLIC SOCIAL SERVICES: APPROVE A TWO-MONTH EXTENTION TO THE GAIN CASE MANAGEMENT SERVICES AGREEMENT WITH MAXIMUS, INC. AND A SUBSEQUENT NEW CONTRACT WITH POLICY STUDIES, INC FOR THESE SERVICES (ALL DISTRICTS - 3 VOTES)

SUBJECT

The Department of Public Social Services (DPSS) provides GAIN Case Management (GCM) services to CalWORKs Welfare-to-Work (WtW) participants in Regions II and VII in the Third and Fifth Supervisorial Districts. DPSS recommends that the County purchase these services from Policy Studies, Inc.(PSI), an independent contractor. DPSS also requires a two-month extension of the current GCM contract to ensure the seamless, continuous case management services to WtW participants while transitioning these services to a new contractor.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the attached Amendment Number Six to the GCM Services Contract #75454 to extend this contract for two months. The amendment is effective December 1, 2008, through January 31, 2009, increasing the cost of the original contract by $1,785,085 and is fully funded with CalWORKs Single Allocation.

2. Find that GCM services performed for GAIN Regions II and VII can be provided more economically by an independent contractor than by County employees, based on the Auditor-Controller's (A-C) Prop A analysis (attached).

3. Approve and instruct the Chair to sign the attached contract with PSI to provide GCM services to WtW participants, effective January 1, 2009 or the day after Board approval, whichever is later, through June 30, 2010, with County option to extend for one additional eighteen-month period. The basic compensation amount of this contract is $19,383,416 which includes one month of start-up activities at $767,447 and seventeen months of direct case management services at $18,615,969. If eligible, the maximum amount of performance-based pay for the seventeen-month period is $3,909,353. The maximum contract amount of $23,292,769 which includes the performance-based pay is fully funded with CalWORKs Single Allocation.

4. Delegate authority to the Director of DPSS to exercise the County's option to extend the contract for an additional eighteen-month period, in the projected amount of $19,711,026 for eighteen months of direct case management services which excludes the first year's start-up cost. If eligible, the projected maximum amount of performance-based incentive pay for the eighteen month period will be $4,139,315. The basic compensation and incentives amounts for the extension period may increase or decrease subject to caseload projections.

5. Delegate authority to the Director of DPSS to prepare and sign amendments to the contract for a decrease in the contract costs, or for an increase of no more than ten percent of the total original contract amount when the increase is necessitated by additional and necessary services that are required for Contractor to comply with changes in federal, State, or County requirements. The approval of County Counsel and the Chief Executive Office (CEO) will be obtained prior to executing such amendments, and the Director will notify the CEO in writing within ten business days after execution.

6. Direct DPSS to provide annual reports to the Board of Supervisors on the effectiveness of the contracted GCM services provided by PSI.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Currently, MAXIMUS, Inc. provides culturally/linguistically sensitive, full-service GCM services for the Department's WtW program to a CalWORKs population with challenging economic, educational, and social barriers.

Amendment Number Six to the current GCM services contract is needed to extend the term of the current contract for a two-month period to allow additional time needed to execute and implement a future contract.

The new contract with PSI enables the County to continue to provide culturally/linguistically sensitive GCM services for the Department's WtW program for GAIN Regions II and VII, in addition to providing specialized training and assistance to meet challenging economic, educational, and social barriers faced by the CalWORKs population leading them towards economic self-sufficiency.

Since October 2000, DPSS has contracted out GCM services for Los Angeles County's GAIN Regions II and VII. Approval of this contract will ensure the continuous, uninterrupted WtW GCM services to the CalWORKs participants in the two contracted regions to assist them in achieving self-sufficiency. The current contract expires on November 30, 2008.

The recommended new Contractor, PSI is a privately-owned national corporation with its headquarters in Denver, Colorado. It has provided case management services in a public social service setting for over seventeen years. PSI is a new Contractor to DPSS and is expected to bring innovative and novel approaches in providing GCM services, as described in PSI's response to the Request for Proposal (RFP). Additionally, PSI will be subcontracting with Build Rehabilitation Industries, Inc., a Los Angeles-based non-profit organization with thirty eight years of experience serving disadvantaged populations and utilizing their specialized skills in providing work experience and training programs.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #5: Children and Families' Well-Being, to improve the well-being of children and families in Los Angeles County as measured by the achievements in the five outcome areas adopted by the Board: good health; economic well-being; safety and survival; social and emotional well-being; and educational/workforce readiness.

FISCAL IMPACT/FINANCING

Current Contract

Funding for Amendment Number Six to the current GCM services contract is included in the Department Fiscal Year (FY) 2008-09 Adopted Budget. There is no net County cost

(NCC) associated with this extension after the County Maintenance of Effort (MOE) has been met.

For the extension period of December 1, 2008, through January 31, 2009, the current GCM services contract's basic compensation is $1,785,085. If MAXIMUS, Inc. is eligible, the maximum amount for performance incentives $26,776 and the maximum contract amount for the two-month extension period is $1,811,861 which is fully funded with CalWORKs Single Allocation.

New Contract

The new contract's total basic compensation cost which includes one month of start-up activities and seventeen months of direct case management services is $19,383,416. The total the basic monthly compensation amount for providing GCM services during the seventeen-month contract term, excluding the start-up month, is $1,095,057.

The new Contractor will be paid a firm fixed monthly amount of $766,540 based on seventy percent of the basic monthly compensation amount. The Contractor is also eligible to receive a monthly performance-based payment of $328,517 based on the remaining thirty percent of the basic monthly compensation amount. The Contractor must earn this monthly performance-based payment by achieving the Department's goals for the three performance outcome measures and meeting the Department's expectation for the nine key measure standards.

Additionally, the contract provides $3,909,353 for performance-based incentive payments, if the Contractor exceeds the three performance outcome measures. Therefore, the Contractor may be eligible to receive an additional performance-based incentive payment of up to seven percentage points of the quarterly basic compensation amount based on the Contractor's performance on each of the three performance outcome measures.

Conversely, the new Contractor may also be assessed a performance-based fiscal deduction of up to seven percentage points of the quarterly basic compensation amount based on the Contractor's performance for each of the three performance outcome measures and up to one percentage (1%) point fiscal deduction for each of the nine key measure standards.

It is estimated that the cost to utilize County staff to provide the GCM services for the eighteen-month period is $25,350,877. The Contractor's basic cost of $19,383,416 plus the required monitoring costs of $3,301,635 totals $22,685,051. The County cost

estimate compared against the Contractor's cost yields a projected savings of $2,665,826. This equates to a 10.52 percent savings.

The total contract cost of $22,685,051, which includes the direct services cost and the County's monitoring cost, plus the maximum performance-based incentive payment of $3,909,353 equals $26,594,404. Funding for this contract is included in the FY 2008-09 Adopted Budget. The new contract cost for GCM services is fully-funded with CalWORKs Single Allocation. There is no additional NCC after the required CalWORKs MOE is met. Funding for future FYs will be included in the annual budget requests.

This contract does not include a cost-of-living adjustment.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Current Contract

The current GCM services contract was awarded to MAXIMUS, Inc., on November 29, 2005. This Prop A contract was proven to be cost-effective and approved for a one-year term, effective December 1, 2005, with Board-delegated authority for the DPSS Director to renew the contract for two additional one-year terms. MAXIMUS, Inc. provides GCM services in two of the seven GAIN regions, GAIN Regions II and VII in the Third and Fifth Supervisorial Districts.

As stipulated, the Director of DPSS exercised his Board-delegated authority to extend the current contract for two additional one-year periods. The delegated authority also stipulated that the basic compensation and incentives amounts for the extension periods may increase or decrease subject to caseload projections.

Throughout the contract term, there have been five amendments to the current GCM services contract that have progressively increased the basic compensation and incentive amounts based on caseload increases and service enhancements mandated by DPSS.

As this is a Prop A contract, the A-C's office verified that the original contract was cost-effective and the Department has continued to determine that the contract remained cost effective at the increased costs under all five previous amendments.

The amendment is in compliance with all Board, CEO, and County requirements, including State contracting regulations.

New Contract

The new contract is for a term of eighteen months commencing January 1, 2009, or one day after Board approval, whichever is later, through June 30, 2010, with County option to extend for an additional eighteen months. The award of this contract will not result in any unauthorized disclosure of confidential information.

The contract is in full compliance with all of the requirements of Los Angeles County CodeSection 2.121.380, which is a mandatory prerequisite for the award of this contract, and with all federal, State, and County regulations, as well as all Board, CEO, and County requirements.

This new contract is a Prop A contract as County employees can perform these contracted services, and is in compliance with County's Prop A and Living Wage Ordinance provisions including the requirement of being determined to be cost-effective.

The contract is in compliance and the new Contractor agrees to abide to the following mandatory provisions:

- Contractor Responsibility and Debarment Ordinance
- County's Jury Service Program
- Safely Surrendered Baby Law
- First Consideration to Hire County Employees Targeted for Layoff or Re-employment
- Consideration to Hire the Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Participants
- Comply with the Los Angeles County's Child Support Enforcement requirements

The contract also includes the provisions that allow County to terminate the contract for the following reasons: (1) Breach of warranty to maintain compliance with County's Child Support Compliance Program; (2) Convenience; (3) Default; (4) Improper consideration; (5) Insolvency; (6) Non-adherence of County Lobbyist Ordinance; and (7) Non-appropriation of funds.

The contract contains three performance outcome measures that will measure the Contractor's WtW operational ability to get participants employed, as well as the ability to resolve the participants' barriers to employment. Additionally, the contract contains nine performance standards that will measure the new Contractor's performance on program and operational measures that are indicative of quality case management services. The performance outcome measures and performance standards were developed to ensure the Contractor focuses on WtW requirements. Thirty percent of

the basic contract amount is dependent upon the Contractor meeting the established standards. The Contractor may earn up to a maximum of twenty-one percent above the basic contract amount as a performance incentive if the established standards are exceeded.

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

CONTRACT SOLICITATION PROCESS

GCM services were solicited through a competitive process under the Los Angeles County Code, Title 2, Chapter 2.121. On March 12, 2008, DPSS released a RFP. Proposers were allowed to bid for each of the three bid categories: GAIN Region II (Antelope Valley), GAIN Region VII (San Fernando Valley), or both GAIN Regions II and VII to ensure the department would receive proposals for each GAIN region.

The RFP was advertised in the following fourteen publications: Los Angeles Times, Orange County Register, Small Business Exchange, Los Angeles Sentinel, Hoy, La Opinion, Acton/Agua Dulce News, The Daily News, Copley Newspapers, Eastern Group Publications, L.A. Watts Times, Chinese Daily News, The Korea Times, and Nguoi Viet. On March 13, 2008, the RFP was posted on L.A. County's website and DPSS website. The RFP was also mailed to sixty interested vendors.

In response to the RFP, the Department received proposals for each bid category from two vendors: MAXIMUS, Inc., the incumbent with subcontractor, Jewish Vocational Services and from a new contractor, PSI with subcontractor, Build Rehabilitation Industries, Inc.

The local Small Business Enterprise (SBE) program and the Transitional Job Opportunities Preference (TJOP) programs' provisions were included in the RFP. Neither proposer qualified as a local SBE vendor or a TJOP vendor; therefore, no credit was applied in this RFP's evaluation.

The Evaluation process was completed on May 20, 2008. The proposals from the two vendors were evaluated in accordance with the evaluation criteria in the RFP. As a result, the Department is recommending PSI as the sole contractor for both GAIN Regions II and VII. PSI's business proposal had the overall highest rating and PSI had the lowest-cost bid for the combined regions.

As this is a Prop A contract, the County's Study of Avoidable Costs (Study) was completed for the A-C's review. The A-C approved the Study for reasonable cost effectiveness. In addition, an assessment of labor law violations and any alleged claims

were investigated by the A-C's Labor Law Assessment Team which validated the number of reported labor law violations. The team determined the claims for alleged violations for MAXIMUS and PSI were significant enough to warrant a one percent deduction of the total evaluation points from the business proposals final scores for both proposers.

PROTEST PROCESS

On July 14, 2008, DPSS sent a letter notifying MAXIMUS that MAXIMUS was not being recommended for contract award and offering to debrief MAXIMUS on its proposal evaluations. Department staff met with MAXIMUS on July 21, 2008.

On July 29, 2008, MAXIMUS submitted a request for a second level review, the Proposed Contractor Selection Review. MAXIMUS presented four issues they contend compromised the integrity of the evaluation process: two technical errors made by the Contract Administrator, a false charge of undisclosed labor law/payroll violation, and unfair practices in not providing evaluation documents when using the consensus scoring method.

MAXIMUS' protest allegations were reviewed by a DPSS contract manager who was not associated with the solicitation process. On August 14, 2008, the reviewer sent a written response of the review findings which resulted in adjustments in two of MAXIMUS' scores. However, this did not change the outcome of the proposal rankings or DPSS' recommendation.

On August 20, 2008, MAXIMUS formally requested a County Review Panel (CRP), the third level of the protest review process, which DPSS immediately forwarded to the CEO for appropriate action. On September 25, 2008, the CRP convened which resulted in a final recommendation to uphold the findings of the second level review. (See attached)

Beginning September 29, 2008, the A-C reviewed allegations made by MAXIMUS regarding DPSS' evaluation of MAXIMUS' proposal. The A-C's finding indicates that, while there were some discrepancies in DPSS' evaluation process, this did not change the significant difference between the higher evaluation score awarded to PSI and MAXIMUS' lower evaluation score, nor did it change the outcome of the proposal rankings or DPSS' recommendation.

IMPACT ON CURRENT SERVICES

The recommended actions will not infringe on the role of the County in relationship to its residents. The County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. In the event of default by Contractor, County will provide GCM services in the GAIN regions.

CONCLUSION

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter, three original signed copies of the contract, and three original signed copies of the amendment to the Director of the Department of Public Social Services.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:MS
GP:JB:cvb

Attachments

c: County Counsel
Executive Officer, Board of Supervisors

AMENDMENT NUMBER SIX TO THE GAIN CASE MANAGEMENT SERVICES CONTRACT # 75454 WITH MAXIMUS, INC.

Reference is made to the document entitled "GAIN Case Management Services Contract By and Between the County of Los Angeles and MAXIMUS, Inc." dated November 29, 2005, Amendment Number One, dated December 29, 2005, Amendment Number Two, dated March 30, 2006, Amendment Number Three, dated November 8, 2006, Amendment Number Four, dated November 20, 2007 and Amendment Number Five, dated February 12, 2008 (collectively hereinafter referred to as "Contract").

WHEREAS, this Amendment does not impact Contractor's cost effectiveness; and

WHEREAS, County and Contractor intend to amend this Contract as set forth below;

THEREFORE, effective December 1, 2008 the Contract is revised as follows:

1. **CONTRACT, PART 4.0, TERM OF CONTRACT**, is amended to add a paragraph inserted before the final paragraph of that section, to read as follows:

   This Contract is extended on a month-to-month basis, not to exceed six months, commencing December 1, 2008 through May 31, 2009; insofar as funding is available in accordance with the Contract, the Director of DPSS or authorized representative will notify CONTRACTOR within not less than Thirty (30) days prior to the date of termination.

2. **CONTRACT, PART 5.0, CONTRACT PAYMENT**, Subsection 5.1.4, Revised Basic Compensation and Subsection 5.2.4, Revised Maximum Contract Amount are amended as follows:

   5.1.4 Revised Basic Compensation:

   Payment will be made as follows:

   - Effective December 1, 2008, on a month-to-month basis, not to exceed six months, through May 31, 2009, payment to the Contractor will be made in arrears for a monthly total of $892,543 per Attachment A (Contractor's revised monthly budget).

   5.2.4 Revised Maximum Contract Amount:

   Effective December 1, 2008, the revised Maximum Basic Compensation amount of this Contract is $31,643,230 for the three-year, six-month term of the contract at the flat monthly fee of $892,543. This reflects an increase of $5,355,258 for the six month extension period. Details as follows:

75454 Supplement No. 6

25 of NOV 18 2008

Flat Monthly Fee	Contract Period	Contract Period Total
$507,094	December 1, 2005 through December 31, 2005	$507,094
$558,652	January 1, 2006 through January 31, 2006	$558,652
$560,614	February 1, 2006 through March 31, 2006	$1,121,228
$564,883 (1)	April 1, 2006 through June 30, 2006	$1,694,649
$561,767 (2)	July 1, 2006 through October 30, 2006	$2,247,068
$153,272 (3)	November 1, 2006 through November 8, 2006	$153,272
$478,454 (3)	November 9, 2006 through November 30, 2006	$478,454
$761,115 (4)	December 1, 2006 through January 30, 2007	$1,522,230
$771,406 (5)	February 1, 2007 through March 31, 2007	$1,542,812
$761,115 (6)	April 1, 2007 through November 30, 2007	$6,088,920
$761,115 (7)	December 1, 2007 through January 31, 2008	$1,522,230
$771,406(8)	February 1, 2008 through February 29, 2008	$771,406
$923,925 (9)	March 1, 2008 through March 31, 2008	$923,925
$908,234 (10)	April 1, 2008 through April 30, 2008	$908,234
$892,543 (11)	May 1, 2008 through November 30, 2008	$6,247,801
$863,554 (12)	March 1, 2008 through March 31, 2008	$863,554
$847,863 (13)	April 1, 2008 through April 30, 2008	$847,863
$832,172 (14)	May 1, 2008 through November 30, 2008	$5,825,204
$892,543	**December 1, 2008 through May 31, 2009**	**$5,355,258**
Total Maximum Basic Compensation		**$31,643,230**

(1) Compared to Amendment #1, the increase of $6,231.00 effective April 2006 reflects the funding for one Specialized Supportive Services (SSS) worker and one Child Care Coordinator worker.

(2) Compared to Amendment #1, the increase of $5,230.00 effective July 2006 reflects the funding for one Child Care Coordinator worker and the continued funding for one Homeless Pilot GAIN worker.

(3) Compared to Footnote #2, the increase of $69,960.00 effective November 2006 reflects the funding for 22 GSWs, 3 GSSs, and 3 unit assistants.

(4) Compared to Footnote #3, the increase of $129,389.00 effective December 1, 2006 reflects the funding for additional 28 staff due to the projected caseload increase in the second year.

(5) Compared to Footnote #4, the increase of $10,291.00 effective February 1, 2007 reflects funding for the VITA project.

(6) Compared to Footnote #5, the decrease of $10,291.00 effective April 1, 2007 reflects the completion of the VITA project.

(7) Compared to Footnote #6, there is no increase effective December 1, 2007.

(8) Compared to Footnote #7, the increase of $10,291 effective February 1, 2008 reflects the funding for the VITA project.

(9) Compared to Footnote #8, the increase of $152,519.00 effective March 1, 2008 reflects the funding for additional 12 staff, salary adjustments for HR manager, and 11 current GSS positions, increased fringe benefits and G&A, and increased funding to expand VITA services to F/S and Medi-Cal beneficiaries.

(10) Compared to Footnote #9, the decrease of $15,691.00 effective April 1, 2008 reflects the funding for the VITA project from April 1, 2008 through April 15, 2008.

(11) Compared to Footnote #10, the decrease of $15,691 effective May 1, 2008 reflects the completion of the VITA project.

(12) Compared to Footnote #9, the decrease of $60,371.00 effective March 1, 2008 reflects no compensation for additional 12 new positions in the nine-month period but includes funding for the expanded VITA project.

(13) Compared to Footnote #10, the decrease of $60,371.00 effective April 1, 2008 reflects no compensation for additional 12 new positions in the nine-month period but includes funding for the expanded VITA project.

(14) Compared to Footnote #11, the decrease of $60,371 effective May 1, 2008 reflects no compensation for additional 12 new positions in the nine-month period.

All other terms and conditions remain in full force and effect.

25 of NOV 18 2008

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by the Chair, and the seal of said Board hereto affixed and attested by the Chair and Clerk thereof, and Contractor has caused this Contract to be signed by its duly authorized Officer(s), on this 18th day of November 2008. The person signing on behalf of the Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor.

MAXIMUS, INC.

By _____

Akbar Piloti
Name

President and General Manager, Human Services
Title

54-100058
Tax Identification Number

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

APPROVED AS TO FORM:

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

By _____
David Beaudet, Deputy County Counsel

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By _____
Deputy

ATTEST:

Sachi A. Hamai,
Executive Officer – Clerk
Of the Board of Supervisors

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25 NOV 18 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

75454 Supplement No. 1a

25 of NOV 18 2008

AMENDMENT NUMBER SIX MAXIMUS ONE MONTH BUDGET

Position	One Month Budget Salary	FTE	Monthly	1 Month Budget
Project Director	$ 110,000	1.0	$ 9,166.67	$ 9,166.67
HR Manager	$ 70,725	1.0	$ 5,893.75	$ 5,893.75
Contract Manager & Backup	$ 94,228	1.0	$ 7,852.33	$ 7,852.33
Contract Manager & Backup	$ 75,000	1.0	$ 6,250.00	$ 6,250.00
Fiscal Manager/Contract Compliance	$ 50,000	1.0	$ 4,166.67	$ 4,166.67
JVS - QA / Training Specialist	$ 45,000	1.0	$ 3,750.00	$ 3,750.00
QA / Training Specialist	$ 38,627	1.0	$ 3,218.92	$ 3,218.92
Operations Manager	$ 44,648	1.0	$ 3,720.64	$ 3,720.64
Operations Manager	$ 44,000	1.0	$ 3,666.67	$ 3,666.67
Job Developer / Community Outreach Spec	$ 35,338	1.0	$ 2,944.83	$ 2,944.83
Job Developer / Community Outreach Spec	$ 35,000	1.0	$ 2,916.67	$ 2,916.67
JVS - Job Developer / Comm Outreach Spec	$ 36,000	1.0	$ 3,000.00	$ 3,000.00
Office Support Managers	$ 34,000	2.0	$ 2,833.33	$ 5,666.66
Case Manager Supervisor **	$ 38,732	1.0	$ 3,227.68	$ 3,227.68
Case Manager Supervisor **	$ 38,732	1.0	$ 3,227.68	$ 3,227.68
Case Manager Supervisor **	$ 38,732	1.0	$ 3,227.68	$ 3,227.68
Case Manager Supervisor **	$ 38,732	1.0	$ 3,227.68	$ 3,227.68
Case Manager Supervisor **	$ 38,732	1.0	$ 3,227.68	$ 3,227.68
Case Manager Supervisor **	$ 38,732	1.0	$ 3,227.68	$ 3,227.68
JVS - Case Manager Supervisor **	$ 38,732	4.0	$ 3,227.68	$ 12,910.72
Lead Case Manager	$ 40,900	1.0	$ 3,408.33	$ 3,408.33
Case Managers **	$ 33,000	27.0	$ 2,750.00	$ 74,250.00
JVS - Case Managers **	$ 33,000	50.0	$ 2,750.00	$ 137,500.00
Office Support Staff	$ 26,000	1.0	$ 2,166.67	$ 2,166.67
JVS - Office Support Staff	$ 26,000	5.0	$ 2,166.67	$ 10,833.35
Unit Assistants	$ 25,000	2.0	$ 2,083.33	$ 4,166.66
JVS - Unit Assistants	$ 25,000	8.0	$ 2,083.33	$ 16,666.64
JVS - Administrative	$ 30,000	1.0	$ 2,500.00	$ 2,500.00
Homeless Services Case Manager	$ 33,000	1.0	$ 2,750.00	$ 2,750.00
Sanction Home Case Mgr Supervisor **	$ 38,800	1.0	$ 3,233.33	$ 3,233.33
Sanction Home Case Managers **	$ 33,000	4.0	$ 2,750.00	$ 11,000.00
JVS - Sanction Home Case Managers **	$ 33,000	4.0	$ 2,750.00	$ 11,000.00
Sanction Home Unit Assistants	$ 25,000	1.0	$ 2,083.33	$ 2,083.33
JVS - Sanction Home Unit Assistants	$ 25,000	2.0	$ 2,083.33	$ 4,166.66
Childcare Coordinator / Case Manager	$ 30,000	1.0	$ 2,500.00	$ 2,500.00
Add. Case Managers (TANF Reauth) **	$ 33,000	16.0	$ 2,750.00	$ 44,000.00
Add. Case Mgrs Supervisors (TANF Reauth) **	$ 38,732	2.0	$ 3,227.68	$ 6,455.36
Add. Unit Assistants (TANF Reauth)	$ 25,060	2.0	$ 2,088.33	$ 4,176.66
Case Mgrs for Sanction Home Interview Program **	$ 33,000	6.0	$ 2,750.00	$ 16,500.00
Case Mgr Supervisor for Sanction Home Interview Program **	$ 38,800	1.0	$ 3,233.33	$ 3,233.33
Unit Assistant for Sanction Home Interview Program	$ 25,060	1.0	$ 2,088.33	$ 2,088.33
Add. Case Managers (Increased Caseload) **	$ 33,000	22.0	$ 2,750.00	$ 60,500.00
Add. Case Managers Supervisors (Increased Caseload) **	$ 38,732	3.0	$ 3,227.68	$ 9,683.04
Add. Unit Assistants (Increased Caseload)	$ 25,060	3.0	$ 2,088.33	$ 6,264.99
QA / Training Specialist *	$ 38,627	1.0	$ 3,218.92	$ 3,218.92
JVS - Job Developer/Comm *	$ 36,000	1.0	$ 3,000.00	$ 3,000.00
Childcare Coordinator	$ 30,750	1.0	$ 2,562.50	$ 2,562.50
Regional HR Assistant *	$ 25,625	1.0	$ 2,135.42	$ 2,135.42
Staff Development/Trainer *	$ 38,732	1.0	$ 3,227.68	$ 3,227.68
LACOE Liaison/Job Club *	$ 33,825	3.5	$ 2,818.75	$ 9,865.63
Audit/Exemption Liasion *	$ 33,000	2.0	$ 2,750.00	$ 5,500.00
IT Support *	$ 43,050	1.0	$ 3,587.50	$ 3,587.50
	One Month Budget			1 Month Budget
Total Payroll		200.5		$ 568,714.91
Fringe			29.50%	$ 167,770.90
Overhead			11.70%	$ 63,001.94
MISCELLANEOUS DIRECT COSTS				
Bilingual Bonus				$ 1,833.33
Copier Usage				$ 1,801.88
Facility/Equipment				$ 473.46
MAX Trac				$ 496.15
Miscellaneous				$ 2,704.17
Printing/Postage				$ 3,003.00
Salary Adjustment				$ 458.33
Supplies				$ 6,606.88
Transitional Consultant				$ -
Travel				$ 1,745.33
Total ODCs				$ 19,122.53
G & A			6.50%	$ 40,339.17
Fee			4.00%	$ 33,593.08
Total				$ 892,542.53

Flat Monthly Fee	Contract Period	Contract Period Total
$507,094	December 1, 2005 through December 31, 2005	$507,094
$558,652	January 1, 2006 through January 31, 2006	$558,652
$560,614	February 1, 2006 through March 31, 2006	$1,121,228
$564,883 (1)	April 1, 2006 through June 30, 2006	$1,694,649
$561,767 (2)	July 1, 2006 through October 30, 2006	$2,247,068
$153,272 (3)	November 1, 2006 through November 8, 2006	$153,272
$478,454 (3)	November 9, 2006 through November 30, 2006	$478,454
$761,115 (4)	December 1, 2006 through January 30, 2007	$1,522,230
$771,406 (5)	February 1, 2007 through March 31, 2007	$1,542,812
$761,115 (6)	April 1, 2007 through November 30, 2007	$6,088,920
$761,115 (7)	December 1, 2007 through January 31, 2008	$1,522,230
$771,406(8)	February 1, 2008 through February 29, 2008	$771,406
$923,925 (9)	March 1, 2008 through March 31, 2008	$923,925
$908,234 (10)	April 1, 2008 through April 30, 2008	$908,234
$892,543 (11)	May 1, 2008 through November 30, 2008	$6,247,801
$863,554 (12)	March 1, 2008 through March 31, 2008	$863,554
$847,863 (13)	April 1, 2008 through April 30, 2008	$847,863
$832,172 (14)	May 1, 2008 through November 30, 2008	$5,825,204
$892,543 (15)	**December 1, 2008 through January 31, 2009**	**$1,785,085**
Total Maximum Basic Compensation		**$28,073,057**

(1) Compared to Amendment #1, the increase of $6,231.00 effective April 2006 reflects the funding for one Specialized Supportive Services (SSS) worker and one Child Care Coordinator worker.

(2) Compared to Amendment #1, the increase of $5,230.00 effective July 2006 reflects the funding for one Child Care Coordinator worker and the continued funding for one Homeless Pilot GAIN worker.

(3) Compared to Footnote #2, the increase of $69,960.00 effective November 2006 reflects the funding for 22 GSWs, 3 GSSs, and 3 unit assistants.

(4) Compared to Footnote #3, the increase of $129,389.00 effective December 1, 2006 reflects the funding for additional 28 staff due to the projected caseload increase in the second year.

(5) Compared to Footnote #4, the increase of $10,291.00 effective February 1, 2007 reflects funding for the VITA project.

(6) Compared to Footnote #5, the decrease of $10,291.00 effective April 1, 2007 reflects the completion of the VITA project.

(7) Compared to Footnote #6, there is no increase effective December 1, 2007.

(8) Compared to Footnote #7, the increase of $10,291 effective February 1, 2008 reflects the funding for the VITA project.

(9) Compared to Footnote #8, the increase of $152,519.00 effective March 1, 2008 reflects the funding for additional 12 staff, salary adjustments for HR manager, and 11 current GSS positions, increased fringe benefits and G&A, and increased funding to expand VITA services to F/S and Medi-Cal beneficiaries.

(10) Compared to Footnote #9, the decrease of $15,691.00 effective April 1, 2008 reflects the funding for the VITA project from April 1, 2008 through April 15, 2008.

(11) Compared to Footnote #10, the decrease of $15,691 effective May 1, 2008 reflects the completion of the VITA project.

(12) Compared to Footnote #9, the decrease of $60,371.00 effective March 1, 2008 reflects no compensation for additional 12 new positions in the nine-month period but includes funding for the expanded VITA project.

(13) Compared to Footnote #10, the decrease of $60,371.00 effective April 1, 2008 reflects no compensation for additional 12 new positions in the nine-month period but includes funding for the expanded VITA project.

(14) Compared to Footnote #11, the decrease of $60,371 effective May 1, 2008 reflects no compensation for additional 12 new positions in the nine-month period.

(15) Compared to Footnote #14, this monthly amount reflects the funding for additional 12 positions in the two-month extension effective December 1, 2008 through January 31, 2009.

* This total maximum basic compensation reflects the funding of the three year and two month term of contract with the compensation of additional 12 new positions in the third year.

All other terms and conditions remain in full force and effect.

MAXIMUS TWO MONTH EXTENSION BUDGET
DECEMBER 2008 – JANUARY 2009

Position	DECEMBER 2008 -- JANUARY 2009 BUDGET		
	# of Positions	Monthly	Dec 08 -- Jan 09
Project Director	1.0	$ 9,166.67	$ 18,333.33
HR Manager	1.0	$ 5,893.75	$ 11,787.50
Contract Manager & Backup	1.0	$ 7,852.33	$ 15,704.66
Contract Manager & Backup	1.0	$ 6,250.00	$ 12,500.00
Fiscal Manager/Contract Compliance	1.0	$ 4,166.67	$ 8,333.34
JVS - QA / Training Specialist	1.0	$ 3,750.00	$ 7,500.00
QA / Training Specialist	1.0	$ 3,218.92	$ 6,437.84
Operations Manager	1.0	$ 3,720.64	$ 7,441.28
Operations Manager	1.0	$ 3,666.67	$ 7,333.34
Job Developer / Community Outreach Spec	1.0	$ 2,944.83	$ 5,889.66
Job Developer / Community Outreach Spec	1.0	$ 2,916.67	$ 5,833.34
JVS - Job Developer / Comm Outreach Spec	1.0	$ 3,000.00	$ 6,000.00
Office Support Managers	2.0	$ 2,833.33	$ 11,333.32
Case Manager Supervisor **	1.0	$ 3,227.68	$ 6,455.36
Case Manager Supervisor **	1.0	$ 3,227.68	$ 6,455.36
Case Manager Supervisor **	1.0	$ 3,227.68	$ 6,455.36
Case Manager Supervisor **	1.0	$ 3,227.68	$ 6,455.36
Case Manager Supervisor **	1.0	$ 3,227.68	$ 6,455.36
Case Manager Supervisor **	1.0	$ 3,227.68	$ 6,455.36
JVS - Case Manager Supervisor **	4.0	$ 3,227.68	$ 25,821.43
Lead Case Manager	1.0	$ 3,408.33	$ 6,816.66
Case Managers **	27.0	$ 2,750.00	$ 148,500.00
JVS - Case Managers **	50.0	$ 2,750.00	$ 275,000.00
Office Support Staff	1.0	$ 2,166.67	$ 4,333.34
JVS - Office Support Staff	5.0	$ 2,166.67	$ 21,666.70
Unit Assistants	2.0	$ 2,083.33	$ 8,333.32
JVS - Unit Assistants	8.0	$ 2,083.33	$ 33,333.28
JVS - Administrative	1.0	$ 2,500.00	$ 5,000.00
Homeless Services Case Manager	1.0	$ 2,750.00	$ 5,500.00
Sanction Home Case Mgr Supervisor **	1.0	$ 3,233.33	$ 6,466.66
Sanction Home Case Managers **	4.0	$ 2,750.00	$ 22,000.00
JVS - Sanction Home Case Managers **	4.0	$ 2,750.00	$ 22,000.00
Sanction Home Unit Assistants	1.0	$ 2,083.33	$ 4,166.66
JVS - Sanction Home Unit Assistants	2.0	$ 2,083.33	$ 8,333.32
Childcare Coordinator / Case Manager	1.0	$ 2,500.00	$ 5,000.00
Add. Case Managers (TANF Reauth) **	16.0	$ 2,750.00	$ 88,000.00
Add. Case Mgrs Supervisors (TANF Reauth) **	2.0	$ 3,227.68	$ 12,910.72
Add. Unit Assistants (TANF Reauth)	2.0	$ 2,088.33	$ 8,353.32
Case Mgrs for Sanction Home Interview Program **	6.0	$ 2,750.00	$ 33,000.00
Case Mgr Supervisor for Sanction Home Interview Program **	1.0	$ 3,233.33	$ 6,466.66
Unit Assistant for Sanction Home Interview Program	1.0	$ 2,088.33	$ 4,176.66
Add. Case Managers (Increased Caseload) **	22.0	$ 2,750.00	$ 121,000.00
Add. Case Managers Supervisors (Increased Caseload) **	3.0	$ 3,227.68	$ 19,366.07

MAXIMUS TWO MONTH EXTENSION BUDGET
DECEMBER 2008 – JANUARY 2009

Add. Unit Assistants (Increased Caseload)	3.0	$ 2,088.33	$	12,529.98
QA / Training Specialist *	1.0	$ 3,218.92	$	6,437.84
JVS - Job Developer/Comm *	1.0	$ 3,000.00	$	6,000.00
Childcare Coordinator	1.0	$ 2,562.50	$	5,125.00
Regional HR Assistant *	1.0	$ 2,135.42	$	4,270.83
Staff Development/Trainer *	1.0	$ 3,227.68	$	6,455.36
LACOE Liaison/Job Club *	3.5	$ 2,818.75	$	19,731.25
Audit/Exemption Liasion *	2.0	$ 2,750.00	$	11,000.00
IT Support *	1.0	$ 3,587.50	$	7,175.00
	200.5			
Total Payroll			$	1,137,429.82
Fringe		29.50%	$	335,541.80
Overhead		11.70%	$	126,003.88
ODCs				-
Bilingual Bonus			$	3,666.66
Copier Usage			$	3,603.76
Facility/Equipment			$	946.92
MAX Trac			$	992.29
Miscellaneous			$	5,408.35
Printing/Postage			$	6,006.00
Salary Adjustment			$	916.66
Supplies			$	13,213.76
Transitional Consultant				-
Travel			$	3,490.66
Total ODCs			$	38,245.06
G & A		6.50%	$	80,678.34
Fee		4.00%	$	67,186.16
Total			$	1,785,085.06

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
AND
POLICY STUDIES INC.

GAIN CASE MANAGEMENT SERVICES CONTRACT

JANUARY 1, 2009

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GAIN CASE MANAGEMENT SERVICES CONTRACT

This Contract is made and entered into this _____day of _____2008, by and between the County of Los Angeles (hereinafter referred to as the "County") and Policy Studies, Incorporated, (hereinafter referred to as the "Contractor"). Policy Studies, Incorporated is located at 1899 Wynkoop Street, Suite 300, Denver, Colorado 80202.

RECITALS

WHEREAS, the County may contract with government agencies, non-profit organizations or private businesses for GAIN Case Management Services when certain requirements are met; and

WHEREAS, the Contractor is a government agency, non-profit organization or private business specializing in providing GAIN Case Management Services to Welfare-to-Work participants; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract with Contractor for GAIN Case Management Services; and

WHEREAS, this contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

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

1.0 APPLICABLE DOCUMENTS

1.1 Interpretation

Attachments A through X 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:

Agreement Attachments – Required Forms

Attachment A	Statement of Work and Technical Exhibits
Attachment B	Contractor's Budget, Budget Narrative, Employee Benefits Worksheet and Personnel Schedule
Attachment C	Certification of No Conflict of Interest
Attachment D	Familiarity of County Lobbyist Ordinance Certification
Attachment E	County's Administration
Attachment F	Contractor's Administration
Attachment G	Contractor's EEO Certification
Attachment H	Contractor's Nondiscrimination in Services Certification
Attachment I	Assurance of Compliance of Civil Rights Resolution Agreement with Los Angeles County DPSS
Attachment J	Certification Re: Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transaction (45 C.F.R. part 76)
Attachment K	Contractor Employee Acknowledgment and Confidentiality Agreement
Attachment L	Attestation of Willingness to Consider GAIN/GROW Participants
Attachment M	Contractor Employee Jury Service Ordinance and Certification Form & Application for Exception
Attachment N	Charitable Contributions Certification
Attachment O	Living Wage Program-Acknowledgement & Statement of Compliance
Attachment P	County of Los Angeles - Living Wage Program – Payroll Statement of Compliance
Attachment Q	County of Los Angeles - Living Wage Ordinance – Monthly Certification for Applicable Health Benefits Payments
Attachment R	Contractor Staffing Plan

Agreement Attachments – Policies/Ordinances

Attachment S	Title 2 Administration Chapter 2.203.010 through 2.203.090 Contractor Employee Jury Service
Attachment T	Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance
Attachment U	County of Los Angeles - Living Wage Ordinance
Attachment V	Background and Resources: California Charities Regulation
Attachment W	IRS Notice 1015 -- Earned Income Tax Credit
Attachment X	Safely Surrendered Baby Law

This Contract, including Attachments hereto, constitutes 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 11, TERMS AND CONDITIONS, Subparagraph 11.6 (Changes and Amendments) and signed by both parties.

1.2 Construction of Terms

In construing the terms of this Contract, the following rules shall apply:

a. Singular nouns, and phrases incorporating them (e.g., referring to objects, persons, events, or otherwise), shall be construed to also include the plural except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms set forth in Section 2.0 (DEFINITIONS). Plural nouns, and phrases incorporating them, shall be construed to also include the singular except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms set forth in Section 2.0 (DEFINITIONS).

b. The words, "include," "includes," or "including" whether with initial capitalization or not shall mean, respectively, "include, without limitation," or "includes, without limitation," or "including, without limitation."

c. Any use of the masculine gender shall be construed to include the feminine, and vice versa.

d. References in this Contract to federal, state, County and/or other governmental laws, rules, regulations, ordinances, guidelines and/or directives shall mean such laws, rules, regulations, ordinances, guidelines and/or directives as amended from time to time.

e. Unless expressly stated otherwise, all approvals, consents and determinations by or on behalf of County, under this Contract, shall be in writing, and shall be given or made in the sole discretion of the person or County agency authorized to provide such approval or consent.

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

2.0 DEFINITIONS

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

2.1 Administrative Directives/Memorandums

Documents used to disperse newly enacted regulations or to up-date existing ones as determined by DPSS. These up-dates supplement and enhance the GAIN Program Handbook and should be filed therein under the applicable chapter and subject matter.

2.2 Adult Basic Education

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

2.3 Ancillary Expense(s)

Payments issued to a Participant to cover the cost of items necessary for a Participant to participate in W-t-W activities and/or employment. Expenses covered include books, tools, special clothing, and/or other costs.

2.4 Applicant

A person who has applied for CalWORKs assistance and has not been granted or has been denied cash assistance.

2.5 Appraisal

Initial interview with a participant at the time he or she enters the W-t-W program. The appraisal provides information about the participant's employment history and skills, the need for supportive services, and any other information required to determine appropriate assistance, employability and exemption from work requirements.

2.6 Appeals and State Hearings Section (ASH)

A section within DPSS assigned the responsibility of representing the County in State Hearings requested by participants. This section also conducts GAIN County Grievance Hearings.

2.7 Assessed Skills

Skills the participant has demonstrated through a formal testing process.

2.8 Barriers

A participant's personal or other temporary or long term problem/issue which interferes with his/her participation in W-t-W activities.

2.9 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 for Direct and Indirect Costs.

2.10 Board of Supervisors

The governing body of the County of Los Angeles.

2.11 Business Day(s)

Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., excluding County Holidays.

2.12 Calendar Day(s)

All days of the week day(s) including Saturdays, Sundays and County Holidays.

2.13 California Code

California law consists of twenty-nine (29) codes, covering various subject areas, the State Constitution and Statutes. Detailed information on the California Codes in effect is found at the website below:

http://www.leginfo.ca.gov/calaw.html

2.14 California Work Opportunities and Responsibility to Kids (CalWORKs)

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

2.15 Career Assessment

If the full-time employed participant opts for post-employment services, he/she is referred for a career assessment before being assigned to any post-employment service activity. The participant's career plan is developed by the vocational assessor and the W-t-W participant using assessment test results and career development information.

2.16 Caseload

The number of cases assigned to a Case Manager in a given period for which he/she is responsible.

In any given month, for purposes of this project, the caseload shall also consist of the sum of unduplicated counts of participants who meet one or more of the following three qualifications:

a. Registrants who did not have earnings on the last day of the previous month.

b. New referrals (employed or unemployed) received during the month.

c. Participants whose records are included among those who entered employment.

2.17 Case Number

A unique seven-digit number that is used to identify a participant's CalWORKs/GAIN/DPSS case record. The number may or may not have a four-digit prefix designating the responsible County and aid category.

2.18 Case Management Services

The coordination of services and activities in a linguistic and culturally appropriate manner, including but not limited to: assessing the participant's employability and need for specialized supportive services; tracking and evaluating the participant's attendance and progress in education/training, work activities; identifying and authorizing transportation and education/training, work-related payments; making child care referrals; making a recommendation of cause for failure to participate; referring the participant to community resources for work activities; counseling resolving problems; assisting in accessing community resources; documenting in the physical and electronic case file, and completing other required documents.

2.19 Cause Determination

An investigation to determine whether a "good cause" or "no good cause" is the appropriate reason when a participant fails or refuses to meet program requirements.

2.20 Child Care

Appropriate and suitable child care is child care that meets the needs of the child and the parent. If provided under the CalWORKs program requirements, parents may obtain reimbursement for costs. Parents can

also seek good cause excuse from W-t-W activities due to a lack of suitable child care.

2.21 Clinical Assessment

A service offered to a CalWORKs participant to determine if there is a need for mental health and/or substance abuse services.

2.22 Civil Rights Section

A section within DPSS assigned the responsibility for investigating alleged complaints of discriminatory treatment and non-compliance with federal and state statutes ensuring the administration of CalWORKs programs are non-discriminatory. This section will investigate all complaints of discriminatory treatment against the Case Management and Staff Training Contractor.

2.23 Community Service

Community Service is a temporary and transitional activity performed with public or private non-profit organizations. The activities are intended to provide participants with necessary job skills that can lead to unsubsidized employment and self-sufficiency. Community Service can be self-defined by the participant and used as a bridging activity for participants who need to meet their 32/35 hour per week requirement or are in between GAIN activities.

2.24 Compliance Plan

A written plan developed during the Cause Determination interview to correct the instance of non-compliance.

2.25 Contract Discrepancy Report (CDR)

A document which is used by County to report a contractual discrepancy(ies).

2.26 Contractor

A sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Contract's Statement of Work.

2.27 Contractor Manager

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

2.28 Core Activities

See subparagraph 2.96, Welfare-to-Work (W-t-W) Activities.

2.29 County Code

A compilation of codified, chaptered and indexed County Ordinances. Detailed information on all County Codes is found at the following website: http://ordlink.com/codes/lacounty/index.htm

2.30 County Holiday(s)

New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day.

2.31 County Indemnities

County, its special districts, its officials, elected and appointed officers, employees, its agents and the State of California.

2.32 County Contract Administrator

Person who has the responsibilities to oversee the day-to-day activities, inspections of any and all tasks, services, and other work provided by Contractor during the term of this Contract.

2.33 County Contract Director

Person designated with authority to make decisions for County on contractual or administrative matters relating to this contract that cannot be resolved by the County Contract Manager.

2.34 County Contract Manager

Person assigned by the County's Contract Director to manage the operations under this contract. Any problems that cannot be resolved by the County Contract Manager is escalated up to the County Contract Director for resolution.

2.35 Department of Public Social Services (DPSS)

The Department within County that manages the social service programs: CalWORKs, GAIN, General Relief, Food Stamps and Medi-Cal.

2.36 DPSS Director

The Director of the County's Department of Public Social Services.

2.37 Dual Track

Participants may, with the approval of the GAIN Case Manager and Supervisor, shorten job club/job search if it is determined that these services are not beneficial to the individual. Additionally, participants with Learning Disabilities may qualify for Dual Track services.

Dual Track refers to the delivery of combined services (e.g., job club and remedial education/literacy) to better serve the participant. Dual Track participants must meet specific qualifiers and may not be arbitrarily placed into Dual Track.

2.38 Electronic Countywide Accounting and Purchasing System (eCAPS)

The accounting system used by County's Auditor-Controller's office.

2.39 Eligibility Worker (EW)

The County employee who is responsible for a participant's initial and ongoing eligibility determination for CalWORKs assistance.

2.40 Exemption

A condition or circumstance that excludes the recipient from participation in a welfare-to-work activity for as long as the condition or circumstance continues to exist, and is subject to frequent review by the case manager.

2.41 Financial Sanction

The fiscal penalty resulting in a W-t-W participant's CalWORKs cash grant being reduced or terminated. Financial sanctions are imposed upon a participant for failure or refusal to meet GAIN program requirements, without good cause, after compliance procedures have been unsuccessful.

2.42 Fiscal Year

County's Fiscal Year beginning July 1st and ending June 30th.

2.43 Full-time

For W-t-W activities purposes, all non-exempt adults enrolled in at least 20 hours per week of Core W-t-W Activities and twelve (12) to fifteen (15) hours per week in Core or non-Core W-t-W activities that will aid recipients in obtaining employment.

Full-Time Job (For Employment)

Working at least thirty-two (32) hours per week for a single head of household and thirty-five (35) hours per week for a two parent household, in a job expected to last at least 30 days for a salary which would at least equate to the Federal minimum wage, or to the State minimum wage, whichever is higher.

2.44 GAIN Employment Activity and Reporting System (GEARS)

GEARS, the acronym for "GAIN Employment Activity and Reporting System" is the automated data management system, used to support the GAIN program in Los Angeles County, designed to track the GAIN participant's employment, education, vocational and training activities; authorize payments; generate reports; maintain inventories of available resources; and provide program monitoring data.

2.45 Greater Avenues for Independence (GAIN)

GAIN is the acronym for "Greater Avenues for Independence" program. County developed the GAIN program as a result of the CalWORKs Welfare-to-Work (W-t-W) legislation. The GAIN program, County's W-t-W program, establishes a comprehensive system of services to assist CalWORKs applicants/recipients by providing effective training and employment services to help them transition from dependency on public assistance programs to economic self-sufficiency.

2.46 GAIN Program Division

A division within DPSS assigned the responsibility for administration of the GAIN Program. The division may also provide technical assistance to the

Case Management Contractor, when necessary, to ensure that GAIN program requirements are met.

2.47 GAIN Program Handbook

The handbook which details State and federal laws and regulations, County GAIN policies and procedures for delivering case management services to Los Angeles County GAIN W-t-W participants, and subsequent updates are found at the website below:

http://www.ladpss.org/dpss/gain/default.cfm

2.48 GAIN Services Worker (GSW)

The employee of the DPSS GAIN Line Operations Division who directly provides case management services to GAIN W-t-W participants.

2.49 Good Cause

A "good cause" is an approved reason, as defined by DPSS, for a participant who has failed or refused to participate in a W-t-W activity. A number of "good cause" reasons can excuse an individual from participating in GAIN for an extended period of time.

2.50 Orientation/Job Club /Vocational Assessment (JCO/VA)

Intensive four week Job Readiness & Career Planning Services Program geared towards the development of employment skills and successful job search techniques and if appropriate, enrollment in an educational/training program with the ultimate goal of obtaining, securing, and/or promoting to a long-term employment at a living wage. On the first day of this Program, participant will attend a one-day Orientation/Motivational session.

2.51 Job Development

A GAIN activity consisting of 1) the identification and creation of employment opportunities for GAIN participants, and 2) employment seeking assistance provided to the GAIN participant, on a one-to-one basis, by a person who has been trained or has experience as an employment counselor.

2.52 Job Placement Rate

In any given month the Job Placement Rate shall be the ratio of the Job Placement Count to the existing Caseload.

2.53 Job Placement Count

Job Placement Count is the sum of all registered participants who are placed in a given month. Placement occurs when either of the two happens:

a. A registered participant enters a full-time or part-time employment with a new employer during the month and the participant's employment information is entered into GEARS. Only one entered employment is counted in a given month.

b. A newly referred participant who is employed is entered into GEARS.

Subsidized employment will count as a placement but a grant-diversion community service assignment will not count as a placement.

2.54 Job Services

Job skills workshops that are linguistically and culturally appropriate and focuses on job seeking/interview skills, activities designed to promote motivation and self-esteem, and other job search and workfare project activities.

2.55 JobSMART

The Jobs Search Matching Assessment Referral and Tracking (JobSMART) database used by all Job Development staff to input and track job orders, organize business accounts, and match participants with existing job orders.

2.56 Key Measures

Key Measures that are tools to gauge the Contractor's progress in meeting or exceeding set standards as specified in Section T.0, Performance Requirements Summary (PRS), T.4 (Performance-based Outcome Areas and Key Measures).

2.57 LA LINK

LA LINK focuses on unifying all Job Development efforts for W-t-W participants. As such, only approved LA LINK marketing materials should be used to market job development activities and services to our business partner and participants.

2.58 Learning Disabilities

A heterogeneous group of disorders manifested by significant difficulties in the acquisition and use of listening, speaking, reading, writing, reasoning, or mathematical abilities. These disorders are intrinsic to the individual and presumed to be due to a central nervous system dysfunction. Even though a learning disability may occur concomitantly with other handicapping conditions (e.g., sensory or mental impairment); or environmental retardation, social and/or emotional disturbance influences (e.g., cultural differences, insufficient/inappropriate instruction, psychogenic factors); it is <u>not</u> the direct result of those conditions or influences.

2.59 Life Skills Classes (LSC)

Life Skills Classes (LSC), a non-core activity, provides GAIN participants with practical tools for everyday life as well as coping strategies for difficult situations. Participants can attend a variety of classes which range from parenting/gang prevention parenting, to money and time management. The classes may be assigned as a bridging activity, a concurrent post-assessment activity, or as a concurrent activity with a Self-Initiated Program (SIP) to meet the minimum participation requirement of 32/35

hours per week. In addition, GAIN Vocational Assessors have been advised to include these activities in employment plans, as appropriate.

2.60 Los Angeles County Office of Education (LACOE)

The Contractor that provides County's GAIN W-t-W Job Club/Job Search activities and Vocational Assessment services for the GAIN W-t-W participants.

2.61 Los Angeles County Office of Education (LACOE) Enhanced Job Club/Vocational Assessment

The Enhanced Job Club/Vocational Assessment GAIN staff is co-located with LACOE to assist with the GAIN Assessment process. During this process, this GAIN staff and LACOE staff will meet with the participant prior to the assessment, actively participates during the assessment, and works with the participant in developing the participant's employment plan.

2.62 Los Angeles Eligibility Automated Determination Evaluation and Reporting System (LEADER)

LEADER, the acronym for "Los Angeles Eligibility, Automated Determination, Evaluation and Reporting system." is County's automated, client-based, fully integrated, on-line, interactive Graphical User Interface system. LEADER automatically determines welfare eligibility and benefits calculation and issuances for CalWORKs, General Relief, Food Stamps and Medi-Cal programs; provides case maintenance and supportive functions; interfaces with the GEARS System, and fiscal reporting system.

2.63 Limited English Proficient (LEP)

LEP Participants are participants who cannot speak, read, write or understand the English language at a level that permits them to interact effectively with health care providers and social service agencies. Because of the language differences and inability to speak or understand English, LEP participants are often excluded from programs, experience delays or denials of services, or receive care and services based on inaccurate or incomplete information.

2.64 Lesson Plan

A linguistically and culturally appropriate training plan that includes course content, course objectives, course length, presentation methods, sample pre/or post tests, materials provided to trainees and audio visual presentations and equipment to be used.

2.65 Mandated Forms

Required forms that must be used during the course of conducting case management business, and if necessary, translated for participants and cannot be modified, such as Notices of Action. A Notice of Action is a written notice sent to participants when there is an approval, change or denial of request for services.

2.66 Maximum Contract Sum

The total maximum contract amount payable by County to Contractor under this Contract.

2.67 Non-English Speaking

Persons whose primary language is other than English and whose language must be used to effectively communicate program information and requirements. Sign language is subject to this definition.

2.68 Non-Core Activities

See subparagraph 2.96, Welfare-to-Work (W-t-W) Activities.

2.69 Non-Compliance Process

The process which County uses to penalize participants who fail to meet the requirements of the GAIN program. Although the GAIN program's mission is to increase participation and work with the individual in achieving employment and dependency from CalWORKs, sanctions, non-compliance procedures can be an effective tool in securing participation when all other efforts fails.

2.70 On-The-Job Training (OJT)

Training for W-t-W participants who continue to receive their CalWORKs grants while receiving non-paid work experience. OJT can include English-as-a-Second Language training in combination with work experience. At the end of the training period, the participant is expected to become a regular employee of the employer who provided the OJT experience.

2.71 Orientation/Motivation

Orientation/Motivation session is the first day of JCO/VA, however, this session can be a stand alone activity if the participant does not need to attend JCO/VA. The purpose of motivational training is to raise participants' self-esteem, identify existing transferable work-related skills, learn the concept of "it pays to work", and gain the confidence to perform in the local labor market.

2.72 Part-Time Job (Employment)

Working less than thirty-two (32) hours per week for a single parent household or under a total of thirty-five (35) hours per week for a two-parent household, in a job expected to last at least 30 days for wages which would at least equate to the federal minimum wage or to the State minimum wage, if higher.

2.73 Participant(s)

A person (registered or unregistered in the GAIN program) who is eligible to receive case management services including Supportive Services and Specialized Supportive Services.

2.74 Party(ies)

County and/or Contractor are the parties in this Contract.

2.75 Performance-based Outcomes

There three (3) specific Performance-based Outcome areas that will be used to determine the Contractor's performance during the term of the Contract as set forth in Attachment A, Statement of Work.

2.76 Performance Requirements Standards (PRS)

System performance indicators as set forth in Attachment A, Statement of Work, Technical Exhibit C-1B (Performance Requirements Standards (PRS) Chart) that will be monitored by County to ensure Service Requirements are met by Contractor.

2.77 Post-Employment Services

Post-employment services are designed to help participants stay employed and attain a better job with wages that enable self-sufficiency from CalWORKs dependency. The goal is to provide participants with the information, resources and tools to retain unsubsidized employment, improve career potential, and to achieve economic self-sufficiency at a living wage prior to exhausting their five-year lifetime limit. To this end an array of post-employment services are offered.

2.78 Post Time-Limited Services

Participants, whose 60-month lifetime clock expired and, therefore, are no longer eligible to CalWORKs, may request Post Time-Limited services. Participant may not be eligible for CalWORKs, but their children may remain eligible to receive cash aid. Participants who "time-out" may also volunteer for Post Time-Limited services under the GAIN program.

2.79 Qualified Bilingual Employee

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

2.80 Referral

A referral is made when the registration notice is mailed informing the participant of his/her enrollment into the GAIN program, and schedules him/her for an orientation session.

2.81 Sanction

A penalty that causes a reduction in the family's grant by removing a non-complying participant from the assistance unit (AU) for a period of time. The term "sanction" applies when participant fails or refuses, without good

cause, to participate in a mandated activity associated with W-t-W requirements.

2.82 Self-Sufficiency

County's determination of the level at which a participant has the skills and ability to be economically independent by obtaining a steady source of income that removes the need for welfare assistance.

2.83 Specialized Supportive Services

A range of confidential services offered to a participant who discloses or is identified as having a barrier(s) to employment caused by problems with domestic violence, mental health, learning disability, family preservation, family reunification, expungement and/or substance abuse. If a participant needs Specialized Supportive Services (SSS) the participant can be referred to a Service Provider who will help determine the best treatment plan.

2.84 Subcontract

A written agreement in which a Third Party agrees to provide the Services or Materials necessary to fulfill the Contractor's original Contract obligations.

2.85 Subcontractor

Any person, entity, or organization to which Contractor proposes to delegate or has delegated any of its obligations in accordance with Section 11, TERMS AND CONDITIONS, Subparagraph 11.56 (Subcontracting).

2.86 Supportive Services

Services which GAIN will help to arrange or pay for, in order that a participant may participate in GAIN activities, if other funding sources are not available.

2.87 Subsidized Employment

Employment in which a participant's wage is provided by a subsidy.

2.88 Task(s)

Activities to be performed by Contractor under this Contract including those identified in Attachment A, Statement of Work.

2.89 Temporary Aid to Needy Families (TANF)

A Federally-funded cash assistance program provided for needy families.

2.90 Third Party(ies)

Person(s) or entity(ies) other than the Party(ies) (including any County employee or Contractor employee) not related to this Contract.

2.91 Unsubsidized Employment

Employment in which a participant's wage is earned without a subsidy.

2.92 Vocational Assessment (VA)

Vocational assessment, part of the JCO/VA Program, is the process by which a professional, culturally aware assessor develops an individualized employment plan which leads a participant to employment based on the culturally and linguistically appropriate evaluation of the participant's existing skills, education level, employment goals, vocational assessment test results and local labor market information.

The following factors: work history, inventory of employment skills, knowledge and abilities; educational history, present educational competency level; level of English competency and primary language literacy level, need for supportive services; employability given current skills and local labor market conditions; physical limitations, or mental conditions that limit the ability to work or participate, are evaluated. This evaluation is to be used as a primary tool for developing the W-t-W plan.

2.93 Wage Rate

The average initial (entry level) hourly pay paid for all participants who enter employment in a given month.

2.94 Welfare Fraud

A criminal act of deception with willful intent to illegally obtain funds from County. The most frequent type of fraud is the GAIN participant's failure to report his/her income. This includes earnings from employment and unearned income (e.g., child support, disability benefits, unemployment benefits, etc.).

2.95 Welfare-to-Work (W-t-W)

A federally mandated program, administered by CalWORKs Program and the GAIN Program, seeks to provide case management services that enable a participant to find living wage employment and become self-sufficient.

2.96 Welfare-to-Work (W-t-W) Activities

A list of allowable W-t-W activities to which the participant may be assigned as specified under the CalWORKs program rules and regulations.

Core Activities

The following components constitute core activities as defined by the State: 1) unsubsidized employment, 2) subsidized private sector employment, 3) subsidized public sector employment, 4) work experience, 5) on-the-job training, 6) grant-based on-the-job training, 7) supported work or transitional employment, 8) work-study, 9) self-employment, 10) community service, 11) vocational education and training (limited to 12 months), 12) job search and job readiness assistance (limited to 4 consecutive weeks), and 13) specialized supportive services, e.g., mental

health, substance abuse, or domestic violence services (limited to 4 consecutive weeks).

Non-Core Activities

The following components constitute non-core activities as defined by the State: 1) adult basic education, 2) general education development (GED), 3) English-as-a-Second Language (ESL), 4) job skills training directly related to employment, 5) education directly related to employment, 6) vocational education/training beyond the limitation of 12 months, 7) life skill classes, 8) other activities necessary to assist the participant in obtaining unsubsidized employment, 9) job search and job readiness assistance (no more than 6 cumulative weeks in a Federal fiscal year), 10) specialized services, e.g., mental health, substance abuse, and domestic violence services (beyond the 4 consecutive weeks).

Exceptions to Core Hourly Requirements

The State allows participants in specialized services (e.g., mental health, substance abuse, and domestic violence services) to count their hours in excess of their non-core participation hours as core hours, if the County (or its contractor) has determined that participation in specialized services is necessary for the participant to participate in core activities.

The State also allows participation hours in specified educational activities (e.g., classroom, laboratory, internship) in basic adult education, job skills training directly related to employment, and education directly related to employment programs to be counted as core participation hours if: 1) the program leads to a self-supporting job, 2) the participant is making satisfactory progress, 3) the participant does not possess a baccalaureate degree unless pursuing a California regular classroom teaching credential, and 4) the program is on the county-approved list of programs that leads to employment, or the program is not on the county-approved list but participation is required to enable the participant to attain self-supporting employment.

In addition, study time hours may also be counted as a core if these hours provide the participant with educational credits or units that count toward the completion of a degree or certificate program or meets the other criteria that allow participation in non-core activities to count as core hours.

2.97 Welfare-to-Work (W-t-W) Plan

A plan developed with the participant based on an assessment of the participant's skills, education, and work history. The plan includes specific activity assignments, the hours of participation, services and time frames for completing the assigned W-t-W activity. Additionally, the plan is used to guide the participant into unsubsidized employment. Approved work

activities include: English-as-a-Second Language training, unsubsidized employment, on-the-job training, job search and job readiness assistance, community service, work experience, vocational training, community service, mental health, substance abuse and domestic violence treatment services, and educational/job skills training directly related to employment.

W-t-W Plan: Activity Assignment

A binding agreement between a participant and DPSS, prepared by the Case Manager and executed when the participant begins a new W-t-W activity, concurrent activity with an existing activity, or a change is made to an existing activity.

2.98 "Work First" Message

W-t-W Program's primary focus is placing participants rapidly into jobs.

2.99 Work Participation Rate (WPR)

The percentage of participants engaged in the required number of hours of federally W-t-W activity.

2.100 Work Study (WS)

Work study provides participants with paid work while pursuing an educational program. To be eligible for work study, participants must be enrolled in a post-secondary program that participates in a work study program. Work study assignments are available on or off campus and may be with a private business, non-profit agency, or public agency.

2.101 Work Study in Public Agencies Program

The Work Study Program in Public Agencies (WSPA) Program allows CalWORKs students enrolled in a community college, at least part-time, to take part in a work study activity for up to twenty (20) hours at a participating public agency. Students earn a wage above minimum wage.

3.0 ADMINISTRATION OF AGREEMENT — COUNTY

All County personnel assigned to this Contract shall be under the exclusive supervision of County. A listing of all County administration referenced in the following Subparagraphs is designated in Attachment E, County's Administration. County will notify Contractor of any change in the names or addresses shown.

3.1 County Contract Director

County Contract Director will be responsible for oversight of the Contract. County Contract Director will provide direction to Contractor in the areas relating to County policy, information and procedural requirements and will have full discretion to inspect any and all Tasks, Services and other work, provided by or on behalf of Contractor.

3.2 County Contract Manager

The responsibilities of County Contract Manager include:

- Overseeing the day-to-day administration of this Contract and coordinating with Contractor Contract Administrator on a regular basis;
- Overseeing the revisions and changes to the scope of work, terms and any other requirements of this Contract in accordance with Section 5.0, WORK; APPROVAL AND ACCEPTANCE, and Section 11, TERMS AND CONDITIONS, Subparagraph 11.6 (Changes and Amendments); and
- Meeting with Contractor Contract Director on an as-needed basis.

3.3 County Contract Administrator (CCA)

The responsibilities of the County's Contract Administrator (CCA) include:

- Overseeing the day-to-day administration of this contract and ensuring that the objectives of this contract are met;
- Making changes in the terms and conditions of this contract in accordance with Section 11, TERMS AND CONDITIONS, Subparagraph 11.6 (Changes and Amendments);
- Monitoring any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor; and
- Meeting with Contractor's Project Manager on a regular basis.

4.0 ADMINISTRATION OF AGREEMENT — CONTRACTOR

A listing of all Contractor administration referenced in the following Subparagraphs is designated in Attachment F, Contractor's Administration. Contractor shall notify County of any change in the names or addresses shown.

4.1 Contractor's Contract Manager

Contractor shall provide a full-time Contract Manager who is an employee of Contractor and acts as the primary liaison with DPSS. Contractor shall notify the County in writing of any change in the name or address of the Contractor's Manager.

Contractor Manager shall be:

4.1.1 Responsible for the overall management of all the tasks and services related to this Contract, and shall work with County management on program strategy, direction, changes, and budget issues;

4.1.2 Responsible for the coordination of all the administrative functions, completion of tasks and services as related to this contract and shall coordinate with CCA on a regular basis;

4.1.3 Available to respond to the County's verbal inquiries within twenty-four (24) hours.

4.2 Contractor's Personnel

Contractor shall assign a sufficient number of full-time personnel that are employees of Contractor. Assigned personnel shall be:

4.2.1 Qualified to complete the tasks and services needed for case management services in the GAIN Region office.

4.2.2 Available at their assigned designated work site for the duration of their individual assignments, unless otherwise directed by the Contract Manager.

4.3 Approval of Contractor's Staff

4.3.1 County reserves the right, at its sole discretion, to approve all of Contractor's staff performing work hereunder and to require Contractor to make any proposed changes in Contractor's staff, including, but not limited to, Contractor's Manager.

4.3.2 At any time during the Contract term, the County can request the removal of a Contractor's staff from performing services for this Contract, and Contractor shall take appropriate action consistent with this Section's Subparagraph 4.4, and the Contractor's Human Resource policies.

4.4 Removal of Unsatisfactory Personnel

4.4.1 County shall have the right, at its sole discretion, to require Contractor to remove any Contractor employee, Subcontractor or independent contractor from the performance of Services under this Contract.

4.4.2 At the request of County, Contractor shall immediately replace said personnel. Contractor shall provide County ten (10) days advance notice and shall provide an advance mutually agreeable transition plan so as to provide an acceptable replacement and ensure there is no disruption of services.

4.4.3 Contractor shall ensure that the individual's duties are satisfactorily performed until a replacement is obtained. Replacement of Contractor's staff does not relieve Contractor of any of its responsibilities under this Contract.

4.5 Rules and Regulations for Contactor's Staff

4.5.1 During the time that Contractor's employees, subcontractors or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide Services, with such rules and regulations. In the event

that County determines that an employee or agent of Contractor has violated any applicable rule or regulation, County or its designee shall notify Contractor, and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw its employee, subcontractor or agent from the provision of Services upon receipt of written notice from County or its designee that: (i) such employee, subcontractor or agent has violated such rules or regulations; or (ii) such employee's, subcontractor's or agent's actions, while on County premises, indicate that the employee or agent may adversely affect the delivery of Services. Upon removal of any employee, subcontractor or agent, Contractor shall immediately replace the employee or agent and continue uninterrupted Services hereunder.

4.5.2 All Contractor employees who are receiving public assistance shall meet his/her reporting responsibilities to County. All of Contractor's employees shall maintain the confidentiality of all records obtained from County under the Contract in accordance with all applicable County, state and federal laws, ordinances, regulations and directives relating to confidentiality, under state law, including without limitations, Welfare & Institutions Code, Section 10850 et seq. Further, such Contractor's employees shall not have any access to County's records of friends, relatives, business relations, personal acquaintances, tenants, or any other individuals whose relationship could reasonably influence his conduct or performance on the job. Limiting access to these records includes, not allowing individuals access to information that could be used to determine eligibility for public assistance. Further, Contractor's employees shall not be able to transmit computer data, nor be able to obtain physical possession of case documents.

4.6 Contractor's Staff Identification

4.6.1 Contractor, at Contractor's cost, shall provide all staff assigned to this Contract a visible photo identification badge in accordance with County specifications. Identification badge specifications may change at the sole discretion of County, and Contractor will be provided new specifications as required. The format and content of the badge is subject to County's approval prior to Contractor implementing the use of the badge. Contractor's staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on the upper part of the body.

4.6.2 Contractor shall notify County within one (1) business day when staff is terminated from work under this Contract. Contractor is

responsible to retrieve and immediately return the staff's County-specified photo identification badge at the time of removal from work under this Contract.

4.6.3 If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately return Contractor staff's County photo identification badge at the time of removal from work under this Contract.

4.7 Background and Security Investigations

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

4.7.2 County may request that Contractor's staff be immediately removed from working on the County contract at any time during the term of the contract. County is not obligated and will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.

4.7.3 County may immediately, in its sole discretion, deny or terminate facility access to Contractor's staff who does not pass such investigation(s) to the satisfaction of County, and/or whose background or conduct is incompatible with County's requirements.

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

5.0 WORK: APPROVAL AND ACCEPTANCE

5.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Attachment A, Statement of Work.

5.2 If the Contractor provides any tasks, services, or other work, other than as specified in this contract, it shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

5.3 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Contract. At a minimum,

Contactor shall adhere to the standards set forth in the Auditor-Controller Contract Accounting and Administration Handbook, which is incorporated herein by reference and is available at: www.ladpss.org/dpss/contracts.

6.0 TERM OF CONTRACT

6.1 The Contract term shall be for a period of eighteen (18) months, with County's option to extend for an additional eighteen-month period. It should be noted, County will consider the Contractor's performance when deciding whether to exercise the option to extend the Contract. The Contract is effective **January 1, 2009**, or one day following Board approval, whichever is later. A contract start-up period will be required and shall commence **January 1, 2009** and conclude on **January 31, 2009**. Direct case management services will begin **February 1, 2009** through **June 30, 2010.**

6.2 The Contract is subject to County's right to terminate earlier for convenience, non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this Contract, breach of warranty to maintain compliance with the County's Child Support Compliance Program and the County's Living Wage Program, changes in legal requirements regarding the GAIN Program, and changes that eliminate or substantially reduce the County's legal requirements for the GAIN Program.

7.0 MAXIMUM CONTRACT AMOUNT

7.1 Maximum Contract Amount

7.1.1 The Maximum Contract amount is $23,292,769 and is payable by County to the Contractor for the eighteen-month Contract term. This Contract amount includes the basic compensation of one month of start-up activities at $767,447 and seventeen months of direct case management services at $18,615,969. This Contract amount **also** includes the maximum compensation amount of $3,909,353 (21% of $18,615,969) to cover any additional earned Performance-based pay as specified under Subsection 7.2 (Basic and Performance-Based Compensation), Subparagraph 7.2.5.

7.1.2 Contractor shall pay any and all taxes as are now in effect or shall hereafter be imposed or levied that may be applicable to this Contract or any of the work performed hereunder, including payroll (including FICA), income, and sales/use taxes. Contractor shall be solely liable and responsible for, and shall indemnify, defend, and hold County harmless from, any and all sales/use tax claims arising hereunder.

7.1.3 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any work,

goods or services provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, Contractor shall immediately notify and repay all such funds to County. Payment by County for services rendered after expiration or 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 other termination of this Contract.

7.2 Basic and Performance-Based Compensation

7.2.1 In accordance with the RFP, Section 1.9.2, Contractor's start-up cost of **$767,447** is the firm, fixed start-up price that was included as part of the Contractor's total price proposal bid. As such, Contractor shall be compensated this start-up cost for the first month (**January 2009**) to cover all start-up activities and transition costs that may be incurred when transitioning from the current contractor to Contractor).

Contractor shall submit an invoice with the start-up and transition costs itemized on a separate budget as part of the invoice documentation along with support documentation for these costs to ensure these expenses are appropriate. Payment to the Contractor will be made in arrears consistent with Section 8, Invoices and Payment Process.

7.2.2 Effective February 1, 2009, Contractor shall invoice for the full monthly Contract amount for compensation of direct services performed. The maximum monthly Contract amount of $1,095,057 shall be invoiced as two separate amounts: a flat monthly fee described in this Subsection, Subparagraph 7.2.3 and a Performance-based pay described in this Subsection, Subparagraph 7.2.4. Payment to the Contractor will be made in arrears on a monthly basis.

7.2.3 Effective February 1, 2009 through June 30, 2010, Contractor shall be compensated at a flat monthly fee, based on a guaranteed amount of seventy percent (70%) of the monthly Contract amount ($1,095,057) for operating all aspects of direct service requirements in this Contract.

7.2.4 Effective February 1, 2009 through June 30, 2010, Contractor shall be eligible to receive a Performance-based payment, based on the remaining thirty percent (30%) of the monthly Contract amount ($1,095,057).

7.2.5 Effective February 1, 2009 through June 30, 2010, Contractor shall be eligible to earn additional Performance-based pay of seven percent (7%) for each of the three (3) Performance-based Outcome Areas, up to a maximum of twenty-one percent (21%) of

the Contract amount per month. The payment amount shall be determined by the outcomes of the Contractor's performance in the three (3) Performance-based Outcome Areas listed in Attachment A, Statement of Work, Section 5.0, PROGRAM OUTCOMES, PERFORMANCE OUTCOMES AND KEY MEASURES. For further explanation of the Performance-based pay determination, refer to this Contract, Section 9.0, Performance-based Compensation.

Beginning in August 2009, County will begin fiscal adjustments as described in this Section's Subparagraph 9.0 Performance-based Compensation.

7.3 Start-Up Period

The start-up period for the Contract will be from the Contract's effective date of January 1, 2009 through January 31, 2009 in which time all transitional activities will be completed. During this period, Contractor shall perform all the necessary administrative management activities, e.g., recruiting, hiring and training staff, region office set-up, and procuring all Contractor-provided items, etc., as detailed in Attachment A, Statement of Work. Transition activities are considered one-time, non-recurring activities necessary to get the Contractor operational. Direct services will begin February 1, 2009.

7.4 Adjustments to Monthly Fixed Fee

At County's sole discretion, the Contractor's flat monthly fee may be adjusted via an amendment, in accordance with this Contract, Section 11, TERMS AND CONDITIONS, Subparagraph 11.6 (Change and Amendments) during the contract term due to a change in the caseload size or a change in federal, State, and/or County program requirements or a reduction in funding. When County opts to make an adjustment due to a program change, County may meet with the Contractor to discuss how this may impact the Contractor's ability to meet the Contract's performance standards.

8.0 INVOICES AND PAYMENT PROCESS

8.1 Invoices

8.1.1 Contractor shall prepare its invoice (an original and one copy) in the same format and report the same information as shown on the sample invoice in Attachment A, Statement of Work, Technical Exhibit C-9 (Sample Monthly Invoice) and any other information requested by the County Contract Administrator (CCA).

8.1.2 Contractor shall submit its invoice to the County, monthly in arrears, for all the case management services for which payment is due. For invoicing purposes, the Contractor shall clearly identify this Contract as "GAIN Case Management Services."

8.1.3 Contractor shall submit its invoices along with its supporting documents, required Monthly Management Report (MMR), and required Living Wage information to the CCA within fifteen (15) calendar days after the end of the reporting month in which services were provided or payment may be delayed.

8.1.4 75% Expenditure Notification

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

8.1.5 Prior Six-Month Expiration Notification

Contractor shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to DPSS.

8.2 Payment Process

8.2.1 Payments for case management services will be made monthly in arrears, at the amounts specified in this Contract, provided that Contractor is not in default under any provisions of the Contract and has submitted a complete and accurate invoice with all required documentations attached.

8.2.2 The CCA reviews all invoices and attachments submitted by Contractor for accuracy as to form and content and for any discrepancies, makes payment adjustments as allowed by contract (i.e., for incentives or deductions, etc.) and authorizes payment for the invoice as soon as possible after receipt of the Contractor's billing.

If Contractor fails to submit accurate, complete, timely and properly certified MMR, adequate supporting documentation and/or required Living Wage information, the County may withhold a percentage of the payment up to the full amount of any invoiced payment that would otherwise be due to Contractor, until Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

8.2.3 The CCA will issue a Contract Discrepancy Report (CDR) to Contractor within thirty (30) business days of receipt of invoice, if payment amounts are disputed by County. If Contractor disagrees with the disputed payment amounts, Contractor may submit a written explanation reasonably detailing Contractor's disagreement within ten (10) business days of receipt of the CDR. If County Project Director does not receive a written response from Contractor within ten (10) business days of County's notice to Contractor of a CDR, County's payment will be made less the disputed charges and Contractor waives any right to dispute the CDR and the unpaid amounts.

8.2.4 County shall review the invoice/attachments and make payment adjustments as allowed by contract (i.e., for incentives or deductions, etc.) and authorize payment of an accurate invoice. County will make a reasonable effort to effect payment to Contractor within thirty (30) calendar days from receipt of a complete and accurate invoice that is accurate as to form and content. In no event shall County be liable or responsible for any payment prior to such approvals being obtained.

8.3 Payment Limitation

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein.

Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

8.4 Payment Withholdings

County may delay the last payment due hereunder until six (6) months after the termination of the Contract. The Contractor shall be liable for payment within thirty (30) calendar days of written notice of any offset authorized by the Contract not deducted from any payment made by the County to the Contractor.

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 the Contract, except for any claims specifically described in detail in such release.

8.5 No Payment in Event of Default

If this Agreement is terminated by County for default as provided in Paragraph 11.0, TERMS AND CONDITIONS, Subparagraph 11.60 (Termination for Default) then, without excusing such default, and without prejudice to any other rights of County in this Contract or as provided by law, Contractor shall be entitled to none of the sums not paid theretofore.

If such termination by County is a result of failure by Contractor to timely achieve a Deliverable considered critical as determined by County Contract Director, in his discretion, then, without excusing such default, and without prejudice to any other rights of County in this Contract or as provided by law, Contractor shall immediately repay to County the entire amount that Contractor has received from County.

9.0 PERFORMANCE-BASED COMPENSATION

County's goal is to assist Welfare-to-Work (W-t-W) participants in achieving self-sufficiency. The County encourages the Contractor to strive for this goal through performance-based compensation.

Concurrently, the County requires the Contractor to meet and maintain specified standards of performance. If the Contractor's performance falls below County expectation levels, a fiscal penalty will be assessed.

9.1 Monitoring of Performance

9.1.1 On a monthly basis, commencing with the first month of direct services and continuing through the term of the Contract, the Contractor's performance will be monitored in three (3) Performance-based Outcome Areas and in the Key Measures listed in Attachment A, Statement of Work, Section 5.0, PROGRAM OUTCOMES, PERFORMANCE OUTCOMES AND KEY MEASURES.

9.1.2 Since Performance Outcomes are to be consistent with Program, County and/or State/federal priorities, County may amend these outcome measures via a contract amendment, in accordance with this Contract, Section 11, TERMS AND CONDITIONS, Subparagraph 11.6 (Change and Amendments), should there be any changes in federal, State, County policies and/or in the GAIN Program and the County goals. When changes occur, County will meet with Contractor to discuss the changes and determine how the changes impact the Contractor's abilities to meet the performance standards.

9.2 Performance-based Payments

Contractor shall be eligible to receive a Performance-based payment, which is the remaining thirty percent (30%) of the Contract amount.

Contractor is expected to maintain, at the minimum, the set standards in all the Outcome Areas and Key Measures in order to receive the full Performance-based payment.

A bar graph in this Section's Subparagraph 9.5, Bar Graph of Contractor's Performance-based Compensation and an example provided in Subparagraph 9.6, Example of Contractor's Performance-based Compensation provide illustrations of the Performance-based Pay and Performance-based Reduction provisions.

The Contractor's Performance-based pay will be determined under the following provisions:

9.2.1 The Performance-based payment is determined by the outcomes of the Contractor's performance in the three (3) Performance-based Outcome Areas and in the Key Measures listed in Attachment A, Statement of Work, Section 5.0, PROGRAM OUTCOMES, PERFORMANCE OUTCOMES AND KEY MEASURES.

9.2.2 For each of the three (3) Performance Outcome Areas, pursuant to this Contract, Section 7.0, MAXIMUM CONTRACT AMOUNT, Subparagraph 7.2 (Basic and Performance-Based Compensation), the Contractor shall be eligible to earn an additional Performance-based pay up to seven percent (7%) of the Contract amount per month, not to exceed twenty-one percent (21%) in total per month.

9.2.3 Each percentage point variance above the set standards in each of the three (3) Performance Outcome areas will result in an increase of one percentage point of the Contract amount pay up to a maximum of seven percent (7%) per Performance-based outcome area. The Contractor's monthly percentage point(s) earned will be added to get the three-month period total.

9.2.4 Any credited positive outcomes in these three (3) Performance Outcome areas that are subsequently found to be unwarranted shall be automatically adjusted during the reconciliation process.

9.3 Performance-based Reductions

The Contractor's Performance-based payment (which is thirty percent (30%) of the Contract amount) is subject to Performance-based reductions that shall be determined under the following provisions:

9.3.1 For each of the three (3) Performance Outcome Areas, pursuant to this Contract, Section 7.0, MAXIMUM CONTRACT AMOUNT, Subparagraph 7.2 (Basic and Performance-Based Compensation), the Contractor shall be subject to a fiscal reduction in the Performance-based payment of up to seven percent (7%) of the Contract amount per month, not to exceed twenty-one percent (21%) in total per month.

9.3.2 Each percentage point variance below the set standards in each of the three (3) Performance Outcome areas will result in a decrease in the Contractor's Performance payment up to a maximum of seven percent (7%) per Performance-based outcome area. The Contractor's monthly percentage point(s) reduction will be aggregated to get the three-month period total.

9.3.3 **Additionally**, in each month of the three-month period, County will evaluate the Contractor's performance in each of the nine Key Measures to determine the percentage point(s). Failure to meet and/or maintain the set standards in each of these Key Measures will result in a one percentage point reduction of the Contract monthly amount for each Key Measure that the Contractor fails to meet, up to the maximum of nine percentage point(s).

9.4 Reconciliation of Performance-based Compensation

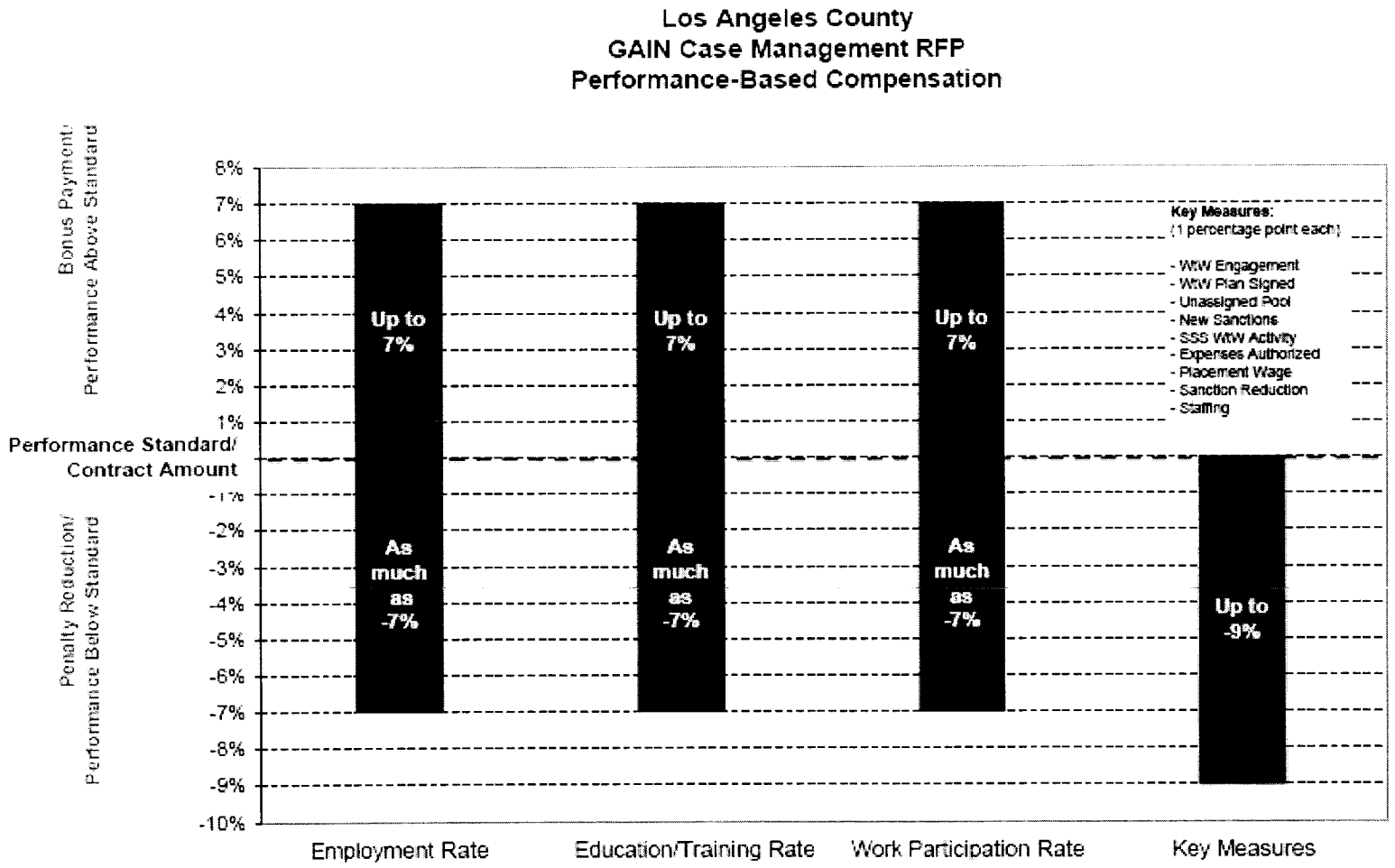
9.4.1 Beginning February 1, 2009 through April 30, 2009, and every three-month period thereafter, the Contractor's performance for each three-month period will be evaluated based on set standards with the exception of Work Participation Rate which will be relative to the County's performance.

For example, in the first three-month period, County will evaluate the Contractor's performance for the months of February-April 2009, in the second three-month period, performance for months May-July 2009 would be evaluated and so on. For the last two (2) months of the Contract term, the Contractor's performance will be evaluated for May and June 2010.

9.4.2 During the second three-month period (May-July 2009), County shall reconcile the payment issued the first three-month period (February-April 2009) and shall make any necessary fiscal adjustment(s) no later than the end of this second three-month period.

If the three-month 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 previous three-month period that will be made by the end of the subsequent three-month period. This reconciliation process will continue through the term of the Contract.

9.5 Bar Graph of Contractor's Performance-based Compensation



9.6 Example of Contractor's Performance-based Compensation

The following example demonstrates how the Performance-based Pay and Performance-based Reduction provisions work. A chart is provided on the next page to illustrate this example. In addition, a Reconciliation of the Performance-based compensation for the three-month period will be completed for the following three-month period.

In a given three-month period, the assumptions are:

- $100,000 monthly contract amount
- $70,000 guaranteed contract amount
- Each percentage point = $1,000

MONTH 1

Contractor's performance:
Employment Rate - **exceeds** the standard by 4 percentage points
Education/Training Rate - **exceeds** the standard by 3 percentage points
Work Participation Rate - **falls below** the standard by 1 percentage point
Contractor met the standards in all of the Key Measures.

MONTH 2

Contractor's performance:
Employment Rate - **exceeds** the standard by 3 percentage points
Education/Training Rate - **exceeds** the standard by 2 percentage points
Work Participation Rate - **exceeds** the standard by 1 percentage point
Contractor met the standards of 6 Key Measures.

MONTH 3

Contractor's performance:
Employment Rate - **exceeds** the standard by 2 percentage points
Education/Training Rate - **exceeds** the standard by 1 percentage point
Work Participation Rate - **falls below** the standard by 1 percentage point
Contractor did **not** meet any of the standards in the Key Measures.

PERFORMANCE OUTCOME & KEY MEASURES	PERCENTAGE POINT(S) Above/Below SET STANDARD			PERFORMANCE -BASED PAY (SUM OF THE 3-MONTHS)
	MONTH 1	MONTH 2	MONTH 3	
Employment Rate (7%)	+4	+3	+2	+9
Education/Training Rate (7%)	+3	+2	+1	+6
Work Participation Rate (7%)	-1	+1	-1	-1
Key Measures (9 at 1% point each)	ALL Met 0	3 NOT Met -3	NONE Met -9	-12
TOTAL	6	3	-7	*+2

***+2** represents $2,000 - total Performance-based pay for the three-month period.

RESULTS

Contractor was eligible to receive compensation $2,000 above the Performance-based pay standard of $90,000, totaling $92,000 for the three-month period as shown:

	$ 210,000	GUARANTEED Fixed Fee
+	$ 92,000	Performance-based Pay
	$ 302,000	Entitlement for the three-month period

Contractor invoiced and was paid $300,000 for the three-month period. A Performance-based compensation $2,000 will be added to the Contractor's next month's payment.

	$ 302,000	Entitled Payment
+	$ 300,000	Issued Payment
	$ 2,000	Underpayment for the three-month period

9.7 Federal Work Participation Requirements

9.7.1 If the County does not achieve the federal work participation requirements in any federal fiscal year covered by the period of this Contract as required by federal law and, as a result, is subject to a fiscal penalty, and Contractor's work participation rate is more than two (2) percentage points below the work participation rate obtained by County-operated regions as specified in Attachment A, Statement of Work, Technical Exhibit C-1 (Performance Outcomes Summary Chart), Contractor will be required to pay a proportionate amount of the penalty.

9.7.2 Contractor's penalty shall be prorated based on the total number of calendar months in the Federal Fiscal Year (FFY) sanction period and be the lesser of: 1) the amount equal to the total fiscal penalty levied on County, multiplied by Contractor's proportionate percentage of County's total caseload **OR** 2) seven percent (7%) of the total payment to Contractor for the FFY for which the penalty is imposed. If Contractor's penalty would be seven percent (7%) of the total payment to Contractor, County may decide to reduce Contractor's penalty if County determines, in its sole discretion, that the Contractor's performance was adversely impacted by significant factors beyond the Contractor's control.

9.8 Fiscal Sanctions

9.8.1 County shall be entitled to indemnification for any fiscal penalty pursuant to this Contract, Section 11.0, TERMS AND CONDITIONS, Subparagraph 11.36 (Contractor's Indemnification of County). Contractor's obligation to indemnify County hereunder shall survive the termination or expiration of this Contract for any federal or State claim that arises.

9.8.2 In the event a fiscal sanction is imposed upon County, Contractor shall cooperate and actively participate with County in validating efforts or circumstances beyond the control of both parties and validating the degree of success or progress in meeting the overall participation requirements for all Assistance units.

10.0 TIMELY COMPLETION

Contractor must be aware that 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.

11.0 TERMS AND CONDITIONS

The table of contents, list of exhibits, captions, Section and Subparagraph titles are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of any of the provisions of this Contract.

11.1 Assignment and Delegations

11.1.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this 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.

11.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), 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.

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

11.2 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 maximum contract amount or the funds appropriated by County for the purpose of this Contract.

11.3 Authorization Warranty

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

11.4 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. Except as set forth in this paragraph, Contractor shall continue to provide all of the services set forth in this Contract.

11.5 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions (45 C.F.R. Part 76)

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

By executing this Contract, Contractor certifies that neither it nor any of its owners, officers partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge none of its Subcontractors, at any tier, or any owner, officer partner, director or other principal of any Subcontractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County, during the Term of this Contract, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. Contractor shall complete and sign Attachment J, Certification Regarding Debarment, Suspension, Ineligibility, and Involuntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76).

11.6 Changes and Amendments

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:

11.6.1 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 County Contract Manager and the Contractor's Contract Manager.

11.6.2 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 Contractor and, except as provided in this Section's Subparagraph 11.6.3 below, by the County Board of Supervisors.

11.6.3 The DPSS Director may prepare and sign amendments to the contract without further action by the Board of Supervisors if the amendment is to exercise an option to extend the term of the Contract and the DPSS Director has been given delegated authority for that extension. The DPSS Director may prepare and sign other amendments to the contract without further action by the Board of Supervisors if each of the following conditions is met:

11.6.3.1 Amendments shall be in compliance with applicable County, State and Federal regulations;

11.6.3.2 The Board of Supervisors has appropriated sufficient funds in the DPSS Budget;

11.6.3.3 The amendment is for a decrease in Contract costs, **or** the amendment is for an increase of no more than ten percent (10%) of the total original Contract amount, or there in no impact on contract costs, and is necessitated by additional and necessary services that are required for Contractor to comply with changes in federal, State, or County requirements;

11.6.3.4 DPSS shall obtain the approval of County Counsel or designee for an amendment to this Contract; and

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

11.7 Changes of Address

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

11.8 Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions as referred in Attachment V, Background and Resources: California Charities Regulations. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Contractor shall complete the certification in Attachment N, Charitable Contributions Certification. By requiring contractors to complete this certification, 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. By receiving or raising charitable contributions without complying with its obligations under California law, Contractor commits a material breach of this Contract, subjecting it to either Agreement termination or debarment proceedings or both (County Code Chapter 2.202).

11.9 Child/Elder Abuse/Fraud Reporting

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

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

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

11.9.4 Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County within three (3) business days. Contractor should also post the County's welfare fraud number and fraud hotline numbers at their facilities.

11.9.5 County shall indemnify, defend, and hold harmless Contractor and its officers, directors, employees, agents and representatives against any and all liability, demands, claims, cost, losses, damages, recoveries, settlements, judgments and expenses (including reasonable attorney's fees, and fees/expenses incurred in enforcing this indemnity provision), whether due to Contractor's passive or active negligence. This indemnity shall be applicable to any and all such claims as described herein that occur during the term of this Contract, whenever they are made. Each party hereby acknowledges that the indemnity expressed in this section was negotiated and each was represented by independent legal counsel.

11.10 Complaints

11.10.1 Contractor shall provide County with Contractor's policy for receiving, investigating and responding to County complaints within thirty (30) business days after Contract's effective date.

11.10.2 Contractor shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints as follows:

a. County will review Contractor's policy and provide Contractor with County Contract Director approval of said plan or with requested changes.

b. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days.

c. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County Contract Administrator for approval before implementation.

d. Contractor shall preliminarily investigate all complaints and notify County Contract Manager of the status of the investigation within five (5) business days of receiving the complaint.

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

f. Copies of all written responses shall be sent to County Contract Manager within three (3) business days of mailing to the complainant.

11.11 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.

11.12 Compliance with Applicable Laws

11.12.1 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:

1. California Welfare & Institutions Code
2. California Department of Social Services (CDSS) Manual of Policies and Procedures
3. California Department of Social Services Operational Manual
4. Social Security Act

5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
6. Clean Air Act (Section 306, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 1368)
8. Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)
9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}

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

11.12.3 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 limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours and nondiscrimination.

11.13 Compliance with Civil Rights Law

11.13.1 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, Welfare and Institutions Code Section 10000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable federal and state laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, martial status, sex, age, gender or disability.

11.13.2 In addition, a resolution agreement between County 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 County in providing services to the public through contracts for all CalWORKs/TANF funded contracts and Memorandum of Understanding (MOU).

11.13.3 Contractor shall sign and comply with the terms of Attachment I, Assurance of Compliance of Civil Rights Resolution Agreement, as directed by DPSS, which includes, but is not limited to the following:

11.13.3.1 Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights Training;

11.13.3.2 Ensuring that notices sent to participants are in their primary language;

11.13.3.3 Providing interpreters so that DPSS can ensure meaningful access to services for all participants;

11.13.3.4 Maintaining records and record retention of all Civil Rights related correspondence to participants, including a Civil Rights Complaint Log; and

11.13.3.5 Collecting data necessary to monitor compliance with Civil Rights requirements.

11.14 Compliance with County's Jury Service Program

11.14.1 Jury Service Program

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

CONTRACTOR shall complete and sign Attachment M, County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception.

11.14.2 Written Employee Jury Service Policy

11.14.2.1 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 County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an

annual basis, no less than five (5) days of regular pay for actual Jury Service. The policy may provide that employees deposit any fees received for such Jury Service with Contractor or that Contractor deducts from the employee's regular pay the fees received for Jury Service.

11.14.2.2 For purposes of this Subparagraph, "Contractor" means a Person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any twelve (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 of more work per week, or a lesser number of hours if: (i) the lesser number is a recognized industry standard as determined by County; or (ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (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, Subcontractor shall also be subject to the provisions of this Subparagraph. 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 this Contract.

11.14.2.3 If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require,

at any time during this Contract and at its sole discretion that Contractor demonstrates to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

11.15 Compliance with County's Living Wage Program

11.15.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is in Attachment U, County of Los Angeles – Living Wage Ordinance and incorporated by reference into and made a part of this Contract. Contractor shall complete and sign Attachment O, County of Los Angeles – Living Wage Ordinance – Contractor Living Wage Declaration.

11.15.2 Payment of Living Wage Rates

11.15.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), Contractor shall pay its employees no less than the applicable hourly living wage rate, as set forth immediately below, for the employees' services provided to the County, including, without limitation, "Travel Time" as defined below in Subparagraph 11.15.2.5 in this Contract:

a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor

contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents; or

b. Not less than $9.64 per hour if, in addition to the per-hour wage, Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its employees and any dependents. Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, Contractor shall be required to pay its employees the higher hourly living wage rate.

11.15.2.2 For purposes of this Subparagraph, "Contractor" includes any subcontractor engaged by Contractor to perform services for County under the Contract. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this Subparagraph.

The provisions of this Subparagraph shall be inserted into any such subcontract Contract and a copy of the Living Wage Program shall be attached to the Contract. "Employee" means an individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

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

11.15.2.4 If Contractor is not required to pay a living wage when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. Contractor shall immediately notify County if Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if Contractor no longer qualifies for an exception to the Living Wage Program. In either event, Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. County may also require, at any time during the Contract and at its sole discretion that the Contractor demonstrates to County's satisfaction that Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that Contractor continues to qualify for an exception to the Living Wage Program. Unless Contractor satisfies this requirement within the timeframe permitted by County, Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

11.15.2.5 For purposes of the Contractor's obligation to pay its employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) with respect to travel by an employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an employee physically travels to or from a County facility if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time; and 2) with respect to travel by an employee between County facilities that are

subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an employee physically travels to or from, or between such County facilities if the Contractor pays the employee any amount for that time or if California law requires the Contractor to pay the employee any amount for that time.

11.15.3 Contractor's Submittal of Certified Monitoring Reports

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

11.15.4 Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims

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

any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

11.15.5 County Auditing of Contractor Records

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

11.15.6 Notifications to Employees

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

11.15.7 Enforcement and Remedies

If Contractor fails to comply with the requirements of this Subparagraph, County shall have the rights and remedies described in this Subparagraph in addition to any rights and remedies provided by law or equity.

11.15.7.1 Remedies For Submission of Late or Incomplete Certified Monitoring Reports

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

a. Withholding of Payment. If Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, County may withhold from payment to Contractor

up to the full amount of any invoice that would otherwise be due, until Contractor has satisfied the concerns of County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

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

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

11.15.7.2 Remedies for Payment of Less Than the Required Living Wage

If Contractor fails to pay any employee at least the applicable hourly living wage rate, such

deficiency shall constitute a breach of the Contract. In the event of any such breach, County may, in its sole discretion, exercise any or all of the following rights/remedies:

a. Withholding Payment. If Contractor fails to pay one or more of its employees at least the applicable hourly living wage rate, County may withhold from any payment otherwise due Contractor the aggregate difference between the living wage amounts Contractor was required to pay its employees for a given pay period and the amount actually paid to the employees for that pay period. County may withhold said amount until Contractor has satisfied County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

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

c. Termination. Contractor's continued failure to pay any of its employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the

event of such material breach, County may, in its sole discretion, terminate the Contract.

11.15.7.3. Debarment. In the event Contractor breaches a requirement of this Subparagraph, County may, in its sole discretion, bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach in accordance with Attachment T, Title 2, Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance.

11.15.8 Use of Full-Time Employees

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

11.15.9 Contractor Retaliation Prohibited

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

11.15.10 Contractor Standards

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

11.15.11 Neutrality in Labor Relations

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

11.16 Conflict of Interest

11.16.1 No County employee whose position with County enables such employee to influence the award or conduct of this Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of, nor any individual possessing any direct or indirect financial interest in Contractor, may in any way participate in County's approval, or ongoing evaluation of such work, or in any way attempt to influence County's approval or ongoing evaluation of such work.

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

11.17 Consideration of Hiring County Employees Targeted for Layoff and/or Re-Employment List

Should Contractor require additional or replacement personnel after the Effective Date of this Contract to perform the Services set forth herein, Contractor shall give **first consideration** for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Contract.

11.18 Consideration of Hiring GAIN/GROW Program Participants

Should Contractor require additional or replacement personnel after the Effective Date of this Contract, Contractor shall give consideration for such employment openings to Participants in County's DPSS GAIN program or GROW program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration shall mean that Contractor shall interview qualified candidates. County will refer GAIN/GROW Participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW Participants are available for hiring, County's employees shall be given first priority. Contractor shall complete and sign Attachment L, Attestation of Willingness to Consider GAIN/GROW Participants.

11.19 Contractor's Responsibility and Debarment

11.19.1 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 this Contract. It is County's policy to conduct business only with responsible Contractors.

11.19.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Attachment T, Title 2, Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance, if County acquires information concerning the performance of Contractor on this Contract or other agreements which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to 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 Contractor may have with County.

11.19.3 Non-responsible Contractor

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (i) violated any term of an agreement with County or a nonprofit corporation created by County; (ii) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform an agreement with County or any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which

negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

11.19.4 Contractor Hearing Board

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

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

c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of 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 Contractor Hearing Board.

d. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.

e. Contractor Hearing Board will consider a request for review of a debarment determination only where: (i) Contractor has been debarred for a period longer than five (5) years; (ii) the debarment has been in effect for at least five (5) years; and (iii) 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, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, 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 Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

f. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. 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 Contractor Hearing Board.

11.19.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

11.20 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law

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

11.21 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 X, Safely Surrendered Baby Law and is also available on the Internet at www.babysafela.org for printing purposes.

11.22 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

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

11.23 County's Quality Assurance Plan

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 Contractor's compliance with all Contract terms and Performance Requirements Standards in Attachment A, Statement of Work, Technical Exhibit C-1B (Performance Requirements Summary Chart). Contractor Deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other remedies as specified in this Contract.

11.24 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.

11.25 Damage to County Facilities, Buildings or Grounds

11.25.1 Subject to prior County approval by County Contract Director, Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees, Subcontractors or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

11.25.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or County may, deduct all such additional costs from any amounts due to Contractor from County, whether under this Contract or otherwise at its option, deduct such costs from any amounts due to Contractor from County.

11.26 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 it, County will not inhibit the Contractor from publicizing its role under the Contract within the following conditions:

11.26.1 Contractor shall develop all publicity material in a professional manner.

11.26.2 During the course of performance on 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.

11.26.3 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 11.26 shall apply.

11.27 Disputes

Contractor and DPSS agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this subparagraph hereunder.

Contractor and DPSS agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance by either DPSS or Contractor which DPSS determines, should be delayed, as a result of such dispute.

If Contractor fails to continue, without delay, its performance hereunder which County determines should not be delayed as a result of such dispute, then any additional costs which may be incurred solely by Contractor or by County as a result of Contractor's failure to continue to perform shall be borne solely by Contractor. Contractor shall make no claim whatsoever against County for such Contractor incurred costs.

Dispute Resolution Procedures

Any disputes between County and Contractor regarding the performance of services reflected in this Contract shall be brought to the attention of the County Contract Administrator (CCA).

In the event any dispute cannot be resolved within a reasonable time between the CCA, then the matter shall immediately be submitted to and Contractor Contract Manager (CCM) for the purpose of endeavoring to resolve such dispute.

In the event that CCM is unable to resolve the dispute within a reasonable time, then the matter shall immediately be submitted to County Contract Director for further consideration and discussion to attempt to resolve the dispute.

In the event that the dispute cannot be resolved within a reasonable time then, the matter shall immediately be submitted to Contractor president or Chief Executive Officer (CEO) and to County's DPSS Director for further consideration and discussion to attempt to resolve the dispute

mutually. However, the dispute shall be ultimately resolved by the County DPSS Director with his decision being final.

11.28 Contractor Employee Acknowledgment and Confidentiality Agreement

11.28.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

11.28.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 11.28.2, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 11.28.2 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

11.28.4 Contractor shall sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement," Attachment K.

11.28.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement," Attachment K.

11.29 Employment Eligibility Verification

Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

11.30 Employee Safety

Contractor will assure that Contractor's employees:

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

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

11.31 Federal Fair Labor Standards Act

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability, including wages, overtime pay, Liquidated Damages, deductions, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, FLSA, for work performed by Contractor's employees for which County may be found jointly or solely liable.

11.32 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.

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

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

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

11.33 Governing Law, Jurisdiction and Venue

11.33.1 This Contract shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California.

11.33.2 Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment. Further, this 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.

11.33.3 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.

11.34 Governmental Observations

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

11.35 Independent Contractor Status

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

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

11.35.3 Contractor understands and agrees that all Persons performing work pursuant to this Contract are, for purposes of workers' compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing all workers' compensation benefits to any Person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

11.36 Contractor's Indemnification of County

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

Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 11.36 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

11.37 General Insurance Requirements

Without limiting Contractor's indemnification of County and during the term of this Contract, 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.

11.37.1 Evidence of Insurance

Prior to award of this Contract, evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County will be delivered to:

Los Angeles County
Department of Public Social Services
CalWORKs Program Division
12820 Crossroads Parkway, West Annex, 1st Floor
City of Industry, CA 91746
Attn: Dale Oishi-Kocker, County Contract Administrator

Such certificates or other evidence shall:

a. Specifically identify this Contract.

b. Clearly show evidence that all required coverages are met.

c. Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation, lapse, reduction or other adverse change for all policies evidenced on the certificate of insurance.

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

e. Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

11.37.2 Insurer Financial Ratings

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

11.37.3 Notification of Incidents, Claims or Suits: Contractor shall report to County

a. 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 completed on the "County of Los Angeles – Non-Employee Injury Report" form within twenty-four (24) hours of occurrence. This form may be obtained from the County Contract Administrator.

b. Any Third Party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.

c. Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County's Non-employee Injury Report to County Project Manager.

d. 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.

11.37.4 Compensation for County Costs

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

11.37.5 Insurance Coverage Requirements for Subcontractors

Contractor shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

a. Contractor providing evidence of insurance covering the activities of Subcontractors, or

b. 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.

11.38 Insurance Coverage Requirements

11.38.1 General Liability Insurance

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

11.38.2 Automobile Liability Insurance

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.

11.38.3 Workers' Compensation and Employer's Liability Insurance

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

11.38.4 Crime Coverage Insurance

Crime Coverage insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming County as loss payee.

Employee Dishonesty:	$ 1 million
Forgery or Alteration:	$ 1 million
Theft, Disappearance and Destruction:	$ 1 million
Computer Fraud:	$ 1 million

11.38.5 Performance Bond Requirements: Such surety may be provided by a faithful performance bond in an amount equal to 100% of the Contract amount and executed by a corporate surety licensed to transact business in the State of California. Contractor shall furnish this performance bond to County for review and approval no later than December 19, 2008.

11.38.6 Failure to Maintain Coverage

Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, and/or failure to maintain the required performance security 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.

11.39 Limitation of Liability of County

County will not be liable for consequential, incidental, indirect, special, exemplary, or punitive damages, even if advised of the possibility of such damages and regardless of the form in which any action is brought.

11.40 Liquidated Damages

If the Contractor breaches the Contract requirements as specified in Attachment A, Statement of Work, Technical Exhibit C-1B (Performance Requirements Summary Chart), hereunder, County will have a claim for the sum specified in this Contract's Section 8.0, INVOICES AND PAYMENT PROCESS, to be paid by the Contractor in accordance with the Contract as liquidated damages. The Director, or his/her designee, shall notify Contractor in writing of the specific instances and areas of noncompliance and/or nonperformance and the corresponding unsatisfactory performance deductions.

This subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

11.41 Most Favored Public Entity

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

11.42 Nondiscrimination and Affirmative Action

11.42.1 Contractor certifies and agrees that all Persons employed by, its affiliates, subsidiaries or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Contractor shall certify to, and comply with the provisions of this Section's Subparagraph 11.13 (Compliance with Civil Rights Law). Contractor shall certify and sign Attachment G, Proposer's EEO Certification and Attachment H, Contractor's Nondiscrimination in Services Certification.

11.42.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or physical or mental disability, marital status or political affiliation, in compliance

with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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

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

11.42.5 Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Subparagraph when so requested by County.

11.42.6 If County finds that any of the provisions of this Subparagraph have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated state or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

11.42.7 The Parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County will, at its sole option, be entitled to the sum of five hundred dollars ($500) for each such violation Liquidated Damages pursuant to California Civil Code Section 1671 in lieu of terminating or suspending this Contract.

11.43 Non Exclusivity

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

11.44 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing, unless stated otherwise, and shall be hand delivered with signed receipt or mailed by prepaid first-class registered or certified mail, priority overnight, postage prepaid, addressed to the Parties as identified in Attachment E, County's Administration and Attachment F, Contractor's Administration. Addressees may be changed by either Party upon ten (10) days prior written notice thereof to the other Party. County Contract Director or his representative may issue all notices or demands, which are required or permitted by County under this Contract.

11.44.1 Notices of Meetings

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.

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.

11.44.2 Notices of Delays

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

11.44.3 Notices of Disputes

Contractor shall bring to the attention of the County Contract Administrator any dispute between the DPSS and the Contractor regarding the performance of services as stated in this Contract. Written notices shall be sent notifying the Contractor of the progress of the dispute resolution process until a final determination is made.

11.44.4 Notices of Termination

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.

11.45 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 requirement set forth in Attachment W, IRS Notice 1015 - Federal Earned Income Credit.

11.46 Ownership of Data/Equipment

11.46.1 County shall be sole owner of all rights, titles and interests in any and all materials, software, software documentation, software tools, techniques, plans, reports, data and information which have been prepared or developed by Contractor pursuant to this Contract.

11.46.2 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.

11.47 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 subparagraph shall survive the expiration or other termination of this Contract.

11.47.1 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.

11.47.2 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.

11.48 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one (1) year following its termination or expiration, neither Party shall in any way induce or persuade any employee of one Party to become an employee or agent of the other Party. No bar exists to any hiring initiated through a public announcement.

11.49 Public Records Act

Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books and accounting records pursuant to this Section's Subparagraph 11.51 (Record Retention and Inspection/Audit Settlement); as well as those documents which were required to be submitted in response to the RFP used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those defined in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." County will not in any way be liable or responsible for the disclosure of any such records including, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

11.50 Records

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 this Section's Subparagraph 11.51 (Records Retention and Inspection/Audit Settlement), herein below.

11.51 Record Retention and Inspection/Audit Settlement

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

11.51.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit reports).

11.51.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph 11.51.2 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

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

11.51.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of

any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

11.52 Recycled Bond Paper

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

11.53 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.

11.54 Rules and Regulations

During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the Director or designee shall notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder."

11.55 Shred Documents

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, 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 Subparagraph 11.51 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

11.56 Subcontracting

11.56.1 The performance of this Contract, in whole or in part, may not be subcontracted by Contractor without the advance approval of County. Any attempt by Contractor to subcontract without the prior consent of County will be deemed a material breach of this Contract.

11.56.2 If Contractor desires to subcontract, Contractor shall provide the following information to County:

a. A description of the work to be performed by Subcontractor;

b. A draft copy of the proposed subcontract; and

c. Other pertinent information and/or certifications requested by County.

11.56.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) was Contractor's employee(s).

11.56.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's subcontract.

11.56.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing Services under this Contract. Contractor is responsible to notify its Subcontractors of this County's right.

11.56.6 County Director is authorized to act for and on behalf of County with respect to approval of any subcontract and Subcontractor employees.

11.56.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through Services performed hereunder, notwithstanding County's consent to subcontract.

11.56.8 Contractor shall obtain certificates of insurance, which establish that Subcontractor follows all the General Insurance requirements cited in Subparagraph 11.37 required by County from each approved Subcontractor. Contractor shall ensure delivery of all such documents to the following contact/address before any Subcontractor employee may perform any work hereunder.

Los Angeles County
Department of Public Social Services
CalWORKs Program Division
12820 Crossroads Parkway, West Annex, 1st Floor
City of Industry, CA 91746
Attn: Dale Oishi-Kocker, County Contract Administrator

11.56.9 In the event that County consents to subcontracting, 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 covenants, representations and warranties shall inure to the benefit of the County of Los Angeles."

11.56.10 Contractor shall obtain an executed Attachment K, Contractor Employee Acknowledgement and Confidentiality Agreement, for each Subcontractor employee approved to perform work hereunder.

11.57 Survival

The following provisions of this Contract shall survive its expiration or termination for any reason:

Section 1.0 (APPLICABLE DOCUMENTS), Subparagraph 1.2 (Construction of Terms),
Section 7.0 (MAXIMUM CONTRACT SUM),
Section 8.0 (INVOICES AND PAYMENTS),
Section 11.0 (TERMS/CONDITIONS),
Subparagraph 11.12 (Compliance With Applicable Law),
Subparagraph 11.17 (Consideration of Hiring County Employees Targeted for Layoff),
Subparagraph 11.18 (Consideration of Hiring GAIN/GROW Program Participants),
Subparagraph 11.29 (Employment Eligibility Verification),
Subparagraph 11.31 (Federal Fair Labor Standards Act),
Subparagraph 11.33 (Governing Law, Jurisdiction and Venue),
Subparagraph 11.36 (Contractor's Indemnification of County),

Subparagraph 11.37 (General Insurance Requirements),
Subparagraph 11.38 (Insurance Coverage Requirements),
Subparagraph 11.39 (Limitation of Liability of the County),
Subparagraph 11.42 (Nondiscrimination and Affirmative Action),
Subparagraph 11.48 (Prohibition Against Inducement or Persuasion),
Subparagraph 11.51 (Record Retention and Inspection/Audit Settlement),
Subparagraph 11.57 (Survival),
Subparagraph 11.58 (Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program),
Subparagraph 11.59 (Termination for Convenience),
Subparagraph 11.60 (Termination for Default),
Subparagraph 11.61 (Termination for Improper Consideration),
Subparagraph 11.62 (Termination for Insolvency),
Subparagraph 11.65 (Validity),
Subparagraph 11.66 (Waiver),
Attachment K - (Contractor Employee Acknowledgment and Confidentiality Agreement).

In addition, any other Paragraphs, Subparagraphs of or Attachments to this Contract that by their nature may reasonably be presumed to survive any termination or expiration of this Contract, shall so survive.

11.58 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 this Subparagraph shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Contract pursuant to this Section's Subparagraph 11.60 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

11.59 Termination for Convenience

11.59.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by 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.

11.59.2 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 of Termination to the Contractor.

11.59.3 After receipt of the Notice of Termination and except as otherwise directed by County, Contractor shall:

a. Immediately stop work under this Contract on the date and to the extent specified in the Notice of Termination, and

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

11.59.4 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.

11.59.5 County and the Contractor may negotiate an equitable amount to be paid to the Contractor by reason of the total or partial termination of work. 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.

11.59.6 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.

11.59.7 Upon termination of this Contract, the CONTRACTOR shall comply with the provisions of Section's Subparagraph 11.51 (Records Retention and Inspection), herein above.

11.60 Termination for Default

11.60.1 County may, by written notice to Contractor, terminate in whole or in any part of this Contract if, in the judgment of the DPSS Director:

a. Contractor has materially breached this Contract;

b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract, including but not limited to Attachment A, Statement of Work; or

c. 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 County may authorize) after receipt of written notice from County specifying such failure.

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

11.60.3 Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 11.61.2 above, if its failure to perform this Contract arises solely out of causes beyond the control and without any fault or negligence of Contractor. Such causes may include acts of God or the public enemy, acts of County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor, and if such default arises solely out of causes beyond the control of both Contractor and Subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs unless the goods or Services to be furnished by Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this

Subparagraph, the terms "Subcontractor" and "Subcontractors" mean subcontractor(s) at any tier.

11.60.4 If, after County has given notice of termination under the provisions of this Subparagraph, it is determined by County that Contractor was not in default under the provisions of this Section's Subparagraph 11.62 (Termination for Insolvency), or that the default was excusable under the provisions of Subparagraph 11.60.3 above, the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to this Section's Subparagraph 11.59 (Termination for Convenience).

11.60.5 In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Subparagraph 11.60.1, the Contractor and 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 Subparagraph 11.60.2, 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 (5%) 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 Department, designee, deducted from any amounts 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 anyway change, or affect the provisions of Subparagraph 11.36, Contractor's Indemnification of County.

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

11.61 Termination for Improper Consideration

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

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

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

11.62 Termination for Insolvency

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

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

b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;

c. The appointment of a receiver or trustee for Contractor; or

d. The execution by Contractor of a general assignment for the benefit of creditors.

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

11.63 Termination for Non-Adherence of County Lobbyist Ordinance

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

11.64 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal Years unless and until the Board of Supervisors appropriates funds for this Contract in County's budget for each such future Fiscal Year. In the event that funds are not appropriated, or only limited amounts are appropriated, then this Contract is subject to partial or full termination as of June 30 of the last Fiscal Year for which funds were appropriated. County will notify Contractor of any such funding limitation at the earliest possible date.

11.65 Validity

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

11.66 Waiver

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

11.67 Warranty for Services

Contractor warrants that all services performed hereunder will comply with Attachment A, Statement of Work, 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 services are performed.

11.68 Warranty Against Contingent Fees

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

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

11.69 Compliance with Auditor-Controller Contract Accounting and Administration Handbook

Contractor shall comply, at a minimum, with the requirements set forth in the Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook which is incorporated herein by reference and available at: www.ladpss.org/dpss/contracts.

11.70 Local Small Business Enterprise Preference Program

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

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

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

11.70.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information and which 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:

1. 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;
2. In addition to the amount described above in subparagraph (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determination of Contractor Non-Responsibility and Contractor Debarment.)

The above penalties shall also apply to business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Office of Affirmative Action Compliance (OAAC) of this information prior to responding to a solicitation or accepting a contract award.

11.71 Transitional Job Opportunities Preference Program

11.71.1 This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

11.71.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

11.71.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

11.71.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which 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:

1. 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;
2. In addition to the amount describe in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. 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 to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: POLICY STUDIES INC.

By _____
Name Martin Bobroske
EVP
Title

By _____
Name Eric L. Ruben
Chief Operating Officer
Title

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

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

By _____
David Beaudet, Deputy County Counsel

CASE MANAGEMENT SERVICES CONTRACT

ATTACHMENT A
STATEMENT OF WORK
(INCLUDES TECHNICAL EXHIBITS)

JANUARY 1, 2009

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PREAMBLE

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. The 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, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

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

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

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

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

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

- Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- There is no "wrong door": wherever a family enters the system is the right place.
- Families receive services tailored to their unique situations and needs.
- Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- The County service system is flexible, able to respond to service demands for both the County-wide 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, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-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 services 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.

1.0 GENERAL

1.1 Scope of Work

The general scope of work is to provide GAIN Welfare-to-Work (W-t-W) Case Management services which consists of operating, under the guidance and direction of DPSS, the County's GAIN Program for the CalWORKs participants residing in the service areas for GAIN Region II (Antelope Valley, Santa Clarita area and the Western San Fernando Valley) and Region VII (eastern part of the San Fernando Valley, including Glendale). In operating this program, Contractor shall be required to abide by the GAIN Program's federal, State and County policies and regulations, defined as "Applicable GAIN Policies and Regulations."

1.1.1. Welfare-to-Work Services Flow Plan

Contractor shall follow the W-t-W Services Flow Plan as shown on this Statement of Work, Technical Exhibit C-6, (Welfare-to-Work Services Flow Chart) and future modifications of the Plan developed by DPSS that captures the following complex array of services offered under the GAIN program:

- Case Assignment
- Case Management
- W-t-W Intake/Appraisal Interview
  (Pre-screening for Domestic Violence, Mental Health, Substance Abuse)
- Learning Disability Assessment
- W-t-W Orientation/Motivational Training
- Self-Initiated Programs (SIP)
- W-t-W Job Club/Job Search Programs
  (These Programs are provided by another Contractor.)
- Dual Track Evaluation
- Vocational Assessment
  (This Assessment is provided by another Contractor.)
- Vocational/Educational Training
- Clinical Assessment
  (Full screening for Domestic Violence, Mental Health, Substance Abuse)
- Specialized Services
  (Domestic Violence Services, Mental Health/Substance Abuse Treatment)
- Development of a W-t-W Plan
- Paid Work Experience/Work Experience
- Adherence to Non-Compliance Requirements
- Post Time-Limited Services

- Post-Employment Services
- Supportive Services (child care, transportation, and work/education related expenses)
- Community Services

1.1.2. Addressing Barriers to Employment

The GAIN Program includes a diversity of services that assist participants in overcoming a wide range of barriers (i.e., Learning Disabilities, Domestic Violence, Mental Health, Substance Abuse, Homelessness) to employment. Contractor shall ensure these services are provided and administered appropriately.

1.1.3. Meet Performance Requirements Standards and Program Measurable Outcomes

Contractor is required to meet all the Performance Requirements Standards and Program Outcomes Measures, as detailed in this Statement of Work, Section 5.0, PROGRAM OUTCOMES, PERFORMANCE OUTCOMES AND KEY MEASURES and summarized in this Statement of Work, Technical Exhibit C-1 (Performance Requirements Summary (PRS) Chart) and, be consistent with the County's GAIN Program goals.

1.2 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 County Contract Administrator (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:

1.2.1 Method for ensuring that staff rendering services under this Contract are qualified and the required staffing levels are maintained;

1.2.2 Method of monitoring to ensure that Contract requirements are being met;

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

1.2.4 Method of reporting the resolution of a problem shall include, but is not limited to, documenting the date and time the problem was first identified, a clear description of the problem, the corrective action to be taken, the length of time before the corrective action was initiated along with the timeframe showing when the corrective action will be completed, shall be provided to the County upon request. If the

corrective action takes longer than one month to complete, a status report of the corrective action's progress shall be included in the Contractor's Monthly Management Report (MMR);

1.2.5 Method for monitoring subcontractors, if any, for compliance and quality of services; and

1.2.6 Data collection and monitoring systems to ensure that services are equitable for all GAIN participants including those who are immigrants, refugees and limited-English proficient.

1.3 Quality Assurance Plan

County or its agent will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Section 11.0, TERMS AND CONDITIONS, Subparagraph 11.23 (County's Quality Assurance Plan).

County or its agent will monitor the Contractor's performance as discussed in detail in this Statement of Work, Section 6.O, Performance Requirements Summary and Technical Exhibit C-1B (Performance Requirements Summary (PRS) Chart) on a monthly basis. The purpose of the monitoring is to assess 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 also 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, Section 11.0, TERMS AND CONDITIONS, Subparagraph 11.23 (County's Quality Assurance Plan).

1.3.1 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), (Refer to Technical Exhibit C-2 in this Statement of Work) is issued, at the discretion of the CCA, a meeting shall be held within five (5) business days, at a mutually agreed upon time and place, 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 the minutes. Should the Contract Manager not concur with the action items, he/she 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 shall result in the acceptance of the action items as written. If any dispute is still

unresolved, the decision of the Director will be final.

Upon advance notice, either the County or Contractor may make an auditory recording of the meeting.

1.3.2 Contract Discrepancy Reports (CDR's)

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 (CDR) 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 corrective action plan shall be submitted to the CCA within ten (10) business days. This plan shall include, but is not limited to, clear description of the corrective action plan to be taken, a timetable for the correction of all deficiencies identified in the CDR and showing when the corrective action will be completed. If the corrective action takes longer than one month to complete, a status report of the corrective action's progress shall be included in the Contractor's Monthly Management Report (MMR).

1.3.3 Government Observations

Federal, State and/or County personnel, in addition to County contract staff, may observe performance activities, or review documents required by this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with Contractor performance.

1.4 Hours of Operations/Holidays

1.4.1 Contractor shall be required to provide GAIN services Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. With County's prior approval, Contractor may have a flexible schedule that includes non-traditional operational hours, (e.g., longer evening hours) and Saturdays.

1.4.2 Contractor is not required to provide services on County-recognized holidays. A list of the County holidays will be provided within thirty (30) calendar days of Agreement start date, and annually thereafter, at the beginning of the calendar year.

1.5 Contractor Management Services

Contractor shall be responsible for providing all management and administrative tasks necessary for provisions of the GAIN Welfare-to-Work (W-t-W) Program. Contractor's managerial and administrative tasks include, but are not limited to:

1.5.1 GAIN W-t-W Program Services

Contractor is responsible for the planning, coordinating, implementing and monitoring of GAIN W-t-W Program services. Contractor's tasks include, but are not limited to:

1.5.1.1 Providing an environment that is businesslike, positive and motivating for participants and shall ensure Contractor's staff will act in a professional manner.

1.5.1.2 Ensuring Contractor's staff adheres to the W-t-W Service Flow Plan as shown in this Statement of Work, Technical Exhibit C-6 (Welfare-to-Work Service Flow Chart) in the prescribed timeframe.

1.5.1.3 Ensuring Contractor's staff jointly develops a W-t-W plan with the participant following vocational assessment, utilizing the information gathered from the assessor as well as the participant, and within the specified time period.

1.5.1.4 Ensuring Contractor's staff maintain constant communication with the participant, regularly (at a minimum monthly) monitoring participant's progress in each of the activities within each W-t-W component, updating participant's progress by documenting the case record as well as the case file on DPSS' GEARS system, as required by California State regulations and Los Angeles County DPSS policy.

1.5.1.5 Ensuring Contractor's staff offers assistance to ensure child care services referrals are complete and sent to the appropriate Resource and Referral/Alternative Payment Program agency; transportation and education/work-related expenses are made in advance or at least the request for authorization is initiated by the Contractor's staff within one (1) business day of the participant's request; and Contractor's staff has provided all necessary supportive services to assist W-t-W participants in overcoming barriers to employment and self-sufficiency.

1.5.1.6 Ensuring Contractor's staff works with all participants in a group, individually, or in a combination of both approaches. Contractor shall be flexible in furnishing the necessary services to participants as the program and participant needs change within the bounds of "Applicable GAIN Policies and Regulations."

1.5.1.7 Ensuring that all GAIN W-t-W services provided meet the language needs and are oriented to the diversity of the participants in that particular region.

Ensuring verbal instructions and any written materials, e.g., forms, signs, notices, etc., that the Contractor staff uses for the provision of these GAIN W-t-W services shall be available and offered to a participant in the individual's primary language, when translated versions of these materials are made available by the State of California Department of Social Service (CDSS) or DPSS.

When written materials are not translated by these entities, the Contractor shall either provide appropriate interpretive services or shall ensure translated materials are accurately translated by providing County with its methodology for certification.

1.5.1.8 Ensuring that all required notices, e.g., Equal Employment Opportunity (EEO), State-approved Nondiscrimination in Services, Safely Surrendered Baby Law notices and all other required posters, materials, etc., are available or posted in Contractor's sites as directed by County, where they are easily accessible to employees and W-t-W participants.

NOTE: Contractor may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012

1.5.1.9 Ensuring that Contractor meets with County on a regular basis to discuss programmatic issues, general procedural issues, and general concerns as needed. Either County or Contractor may request such a meeting.

1.5.2 Contractor's Staffing Responsibilities

1.5.2.1 Contractor shall ensure there are sufficient staff in all levels needed for the delivery of GAIN Case Management services and staff levels are maintained so there is no interruption in services. This includes ensuring back-up staff is available. When there is a vacancy, permanent replacement is made within thirty (30) days. Contractor is required to maintain a ninety-seven percent (97%) staffing level in all staff positions at all times during the term of the Contract.

1.5.2.2 Contractor shall ensure key management staff is readily available to contact, and when there is a vacancy, permanent replacement is made within fifteen (15) days.

1.5.2.3 Contractor shall ensure there is sufficient professional, experienced, bilingually-competent staff to administer the GAIN Case Management Services to the County's CalWORKs populations in the County's requested threshold languages, as follows; Spanish, Armenian, Cambodian, Chinese, Korean, Vietnamese, and Russian.

Contractor shall provide County with standards used to certify fluency of staff providing services in languages other than English.

1.5.2.4 Contractor shall identify, under sworn statement, all Contractor employees who are receiving public assistance (CalWORKs, food stamps with cash assistance, non-assistance food stamps and/or Medi-Cal) and ensure that any employee receiving public assistance has met his/her reporting responsibility to the County and has no access to County and Contractor records of their own or of any friends, relatives, business relations, personal acquaintance of their own or of tenants, or any individual whose relationship could reasonably sway his/her 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 case documents.

1.5.2.5 Ensure all Contractor personnel meet DPSS' Hiring Guidelines which will be provided at contract start-up. Additionally, the Contractor shall ensure that all supervising case managers meet the minimum requirements.

1.5.2.6 Contractor shall have an active recruitment program that shall promptly address staff turnover to ensure the required ninety-seven percent (97%) staffing level is maintained.

1.5.2.7 Upon County's request, Contractor shall be responsible for removing and replacing, within twenty-four (24) hours, any Contractor employee performing services under this Contract and ensuring that such individual's duties are satisfactorily performed until a replacement can be arranged.

1.5.2.8 Contractor shall ensure training of new staff and provide ongoing training for existing staff. Contractor shall ensure employee attendance to training by providing attendance logs upon County request.

1.5.2.9 Contractor shall maintain a staffing plan to ensure uninterrupted delivery of GAIN Case Management Services during a staff reduction situation, illnesses and vacations.

1.5.3 Office Management Services

1.5.3.1 Contractor shall be responsible for planning, coordinating, implementing and monitoring all the administrative tasks necessary for office management of the Contractor's facility to ensure that ongoing, daily office operations (i.e., reception services, cashiering, etc.) are performed and maintained similar to a County GAIN office.

1.5.3.2 Contractor shall be responsible for ensuring sufficient clerical support staff assigned to the case manager units/sections to perform the clerical duties (i.e., answer phones, process assignments, photocopying, etc.) for the unit/section.

1.5.3.3 Contractor shall be responsible for maintaining the County-owned immobile security-lock safe located in a secured area on-site.

1.5.3.4 Contractor shall be responsible for maintaining ongoing, up-to-date monthly control logs, (e.g., recording the receipt and distribution of the negotiables, bus tokens, bus passes, clothing vouchers; accounting for the telephone calls unrelated to this Contract, Language Line usage, and additional postage costs; tracking DPSS referrals, specialized supportive service referrals, welfare fraud referrals, appointments, non-appointment walk-ins, customer complaints, etc. County shall monitor these records on a monthly basis.

1.5.3.5 To the extent that County provides negotiables to the Contractor, Contractor shall maintain these negotiables in the County-owned immobile safe and keep accurate, up-to-date records on their issuances. County shall monitor these records on a monthly basis. Contractor shall be responsible for all unaccounted negotiables. At minimum, the face value of all unaccounted negotiables will be directly deducted from the Contractor's monthly payment(s) for the next month(s) after the discovery.

1.5.3.6 Contractor shall be responsible for all long distance, toll and other charged calls, as well as any personal calls or calls made unrelated to this Contract. Contractor shall maintain an up-to-date control log to track for such calls that is available to the County for review. County will require Contractor to reimburse the County for such calls should they be charged on the County's accounts.

1.5.3.7 Contractor shall also be responsible for maintaining records related to postage costs. Costs not related to services under this Contract may be disallowed and Contractor shall be responsible for reimbursing the County for such unauthorized usage.

1.5.4 Contractor's Cooperation with County Monitoring/County Oversight

1.5.4.1 Contractor shall fully cooperate in assisting County in its monitoring and oversight responsibilities. County shall make every effort possible in minimizing any adverse impacts this may have on service delivery, and to the extent possible, shall give advance notice of pending reviews. However, advance notice is not required for County to conduct its reviews.

1.5.4.2 Contractor shall provide all cases requested by County Monitors who shall ensure all appropriate casework is filed in the case. Failure to provide the case file may, at minimum, be deemed an "error" and will adversely affect Contractor's performance rates as described in this Statement of Work, Section 5.0, PROGRAM OUTCOMES, PERFORMANCE OUTCOMES AND KEY MEASURES and Technical Exhibits C-1 (Performance Outcomes Summary Chart) and C-1A (Key Measures Summary Chart). Furthermore, failure to provide a requested case may be deemed a serious lack of administrative oversight in safeguarding a participant's confidentiality.

1.5.5 Contractor's Cooperation with DPSS' Appeals and State Hearings Section on Case Appeals

Contractor shall provide timely responses to DPSS' Appeals and State Hearings (ASH) Section as defined by DPSS policy. ASH serves as the liaison on case decisions made on participant appeals related to their cases. Contractor is expected to be responsive to ASH's instructions, respond in a timely manner, and when decisions on the appeals are known, adhere to ASH's mandate and implement the required action immediately and by ASH's due date. Contractor shall maintain a listing of ASH cases processed including case correction requests (PA 411s) and include in their Monthly Management Report.

1.5.6 Welfare Fraud

Contractor shall preserve the integrity of the GAIN Program and County resources by having an active fraud prevention program. At minimum, Contractor shall adhere to County's welfare fraud reporting responsibilities and make fraud referrals when case documentation is questionable. Additionally, Contractor shall safeguard against Contractor employee fraud by including specific monitoring provisions in their Quality Control Plan.

Contractor shall also make available all records to County related to this Contract. County may review these records without advance notice, as deemed necessary by County.

2.0 RESPONSIBILITIES

County and Contractor's administrative responsibilities are as follows:

2.1 COUNTY Furnished Items

County will not provide other equipment, supplies, materials, and/or services necessary to perform case management services that are not identified and listed below. The following items are provided by the County for the duration of the Contract only, and solely for the performance of this Contract:

NOTE: In the event there are changes, County will initiate the change via an Amendment or Change Notice pursuant to this Contract, Section 11.0, TERMS AND CONDITIONS, Subparagraph 11.6 (Changes and Amendments).

2.1.1 Facilities

County shall provide the necessary space at GAIN Region II and limited space at GAIN Region VII for Contractor to conduct Welfare-to-Work Case Management Services as described below:

GAIN Region II

1. Contractor's main office shall be located at: 21415 Plummer Street, Chatsworth, CA 91311. DPSS shall be the primary tenant for this office and Contractor staff shall be collocated with DPSS staff with no additional costs to Contractor.
2. Contractor shall maintain and operate in a large sub-office provided by County at: 1050 E. Palmdale Blvd., Palmdale, CA 93550. Contractor, as the sole tenant of this office, shall be responsible for building and landscape maintenance, custodial services, Intrusion Alarm system, and all utilities that are not provided by County.
3. County will provide office space with no additional costs to Contractor in the CalWORKs district office located at: 27233 Camp Plenty Road, Canyon County, CA 91351.

GAIN Region VII

1. County will provide limited office space with no additional costs to Contractor in the CalWORKs district offices located at: 4680 San Fernando Road, Glendale, CA 91204 and 14546 Lanark St., Panorama City, CA 91402.

2.1.2 COUNTY Personnel

2.1.2.1 **County Contract Administrator (CCA)**

County will designate one (1) person who will act as the County Contract Administrator (CCA) for the County. Specifically, the CCA shall:

- Have full authority to monitor the Contractor's performance in the daily operation of this contract.
- Provide direction/serve as liaison to the Contractor in areas relating to policy, information, and procedural requirements.
- Negotiate with the Contractor on changes in service requirements pursuant to the Contract, Section 11.0, TERMS AND CONDITIONS, Subparagraph 11.6 (Changes and Amendments).
- County will inform the Contractor of the name, address, and telephone number of the CCA, in writing, at the time this contract is awarded, and at any time thereafter a change of CCA is made.
- Not be authorized to make any changes in the Contract, Section 11.0, TERMS AND CONDITIONS or to obligate Los Angeles County in any way whatsoever.

2.1.2.2 **GAIN Program Liaison**

County will provide a liaison to work with the Contractor on questions related to GAIN Program and/or GAIN operations.

2.1.2.3 **Program Integrity Compliance Officer (PICO)**

County will designate one (1) or more persons to perform the duties of the PICO in the contracted area. The PICO staff will be responsible for monitoring the integrity of the GAIN Program and DPSS resources, as well as ensuring Contractor is actively addressing safeguards to address fraud.

2.1.2.4 **Contract Monitoring**

County shall provide Contract Monitor(s) that will monitor all provisions under this Contract. Monitoring may include Administrative Monitoring involved with the Contract's terms and conditions, Fiscal Monitoring related to the contract's fiscal provisions, and Service Delivery Monitoring focusing on the Contract's Statement of Work and Performance Requirement Standards.

2.1.2.5 **Issuance Review Staff**

County will provide staff to conduct mandatory County Issuance Reviews. County policy requires that all GAIN benefit issuances authorized by Contractor staff must be reviewed and approved by County employees. Accordingly, County will provide staff to conduct these reviews and provide guidance when approval requests require additional verification and/or information.

2.1.2.6 Compliance Review Staff

County will provide staff to conduct Compliance/Exemption Reviews and make final authorizations to approve Contractor recommendations to take action that will result in grant reductions. Such "discretionary action" cannot be made by contracted staff. Accordingly, Contractor staff shall make recommendations to the County Compliance Review staff and in turn, the County Compliance Review staff will make the final determination to impose a sanction.

2.1.3 Services

2.1.3.1 Security Services

County shall provide the necessary security personnel at the GAIN Case Management offices, which may include the non-DPSS sites as determined necessary by the County.

2.1.3.2 Parking

County shall make every reasonable effort to provide safe and adequate parking for Contractor's staff at DPSS office sites.

2.1.3.3 Keys

County shall provide Contractor with an initial set of keys and, where required, key cards to the County GAIN Region facilities. Contractor shall control key and key card issuances to a limited number of appropriate personnel. Contractor shall be financially responsible for re-keying and re-coding the facility when security has been breached.

2.1.3.4 Postal Services

To the extent possible, the County's GEARS/LEADER system will centrally mail notices to GAIN participants. County may also provide a postage meter machine for use specifically on GAIN case management correspondence deemed necessary by the County under this Contract. Contractor will be responsible for securing and maintaining necessary postage accounts to use this machine. Contractor shall not use the postage machines for personal correspondence, communications not directly related to this Contract, communications with their central offices, or any other use not deemed necessary by the County. Contractor may choose to supplement County provided postage costs necessary for the provision of services under this contract (e.g., express mailing accounts), and such costs shall be specifically detailed in the Contractor's budget and in the Budget Narrative.

2.1.3.5 **Language Line Accounts**

To the extent possible, County shall provide Language Line accounts to assist the Contractor in serving participants in languages that staff may not be able to communicate in. Contractor shall not use this resource in meeting the primary language needs in its GAIN Region. County shall monitor compliance with Language Line usage. Any misuse of this resource shall not be tolerated and will be deducted from the Contractor's payment.

2.1.4 Training

2.1.4.1 County will provide all training services to all Contract employees who work directly with GAIN participants on all GAIN W-t-W Case Management Services prior to start date, periodically throughout the contract term, and to future newly hired employees prior to performing the Contract services.

2.1.4.2 County shall ensure that training is scheduled so as not to interfere or adversely affect Contractor's delivery of the Contract services.

2.1.4.3 County shall provide training to Contractor staff on the following:

- GAIN Welfare-to-Work Program and Services;
- GAIN Policies and Procedures. Method to access and use State and County-translated materials;
- Method on using the GEARS computer system;
- Method on using the LEADER computer system;
- DPSSMART system;
- Civil Rights; and
- Welfare Fraud

County may add mandatory trainings for all Contractor staff, as deemed necessary by the County.

2.1.5 Equipment/Supplies/Materials

For GAIN Region II only:

2.1.5.1 County shall furnish all GAIN program facilities with modular furniture for the GAIN case managers, supervisors, and designated clerical staff. The furniture is designed to provide each GAIN case manager with a separate workstation for interviewing participants and simultaneously accessing GEARS terminals.

2.1.5.2 County shall furnish all necessary equipment necessary to perform all services required by this Contract which includes, but is not limited to: desks, tables, chairs, and filing cabinets and an immobile security-lock safe for transportation tokens/passes.

2.1.5.3 County shall furnish telephones and local telephone costs, necessary to perform services under this Contract, as determined by County. Contractor shall not use County phones for personal phone calls unrelated to this Contract. Additionally, Contractor shall be responsible for paying for all long distance, toll and other charged calls. These costs shall be specifically detailed in the Contractor's budget and in the Budget Narrative.

For GAIN Regions II and VII

2.1.5.4 County shall furnish all necessary materials necessary to perform all services required by this Contract which includes, but is not limited to:

- DPSS Operations Handbook, Section 21, Civil Rights Program, Civil Rights Handbook and Desk Reference Guide;
- Applicable DPSS Policies;
- On-line GAIN Policy at:

  http://www.ladpss.org/dpss/gain/default.cfm;
- Los Angeles County Fiscal Manual, as deemed appropriate by the County;
- A supply of Civil Rights Complaint forms, PA 607 (for use by GAIN referred participants in reporting civil rights complaints), and all other required forms in the various County threshold languages;
- Required Posters;
- A list of County-observed holidays;
- Materials and videos for staff training; and
- DPSS hiring guidelines for Contractor use in assessing the appropriateness of hiring Contractor staff under this Contract.

2.1.6 Information Technology

2.1.6.1 County will provide the following Information Technology (IT):

- A GEARS workstation for each case manager, supervisor and other necessary personnel, as deemed necessary by the County.
- One or more LEADER terminal(s) for each Contractor site.
- Lotus Notes or comparable e-mailing/database system to each Contractor staff deemed essential by the County in having access to this system.
- Internet account for each Contractor staff deemed essential by the County in having access to the Internet.
- Access to the DPSSMART system.
- Access to the CW 7 Automated Scanning and Tracking System (CAST).
- Corresponding User Policy and Agreement forms to ensure the systems are safeguarded against misuse.
- Necessary service and upkeep on the systems.
- Any additional IT resources deemed necessary by the County.

2.1.6.2 An inventory of all County-furnished equipment, computer terminals, personal computers (PCs) and furniture shall be initially established by the County and verified by the Contractor at start-up. Contractor shall thereafter maintain the inventory. At contract termination, all County provided space, furniture, and equipment shall be returned to the County.

2.1.6.3 If damages to equipment and/or theft of equipment occur due to the Contractor's negligence as determined by the County, the Contractor shall be responsible for the cost of repairs/replacements and will be billed by the County. Site inspections may be made by DPSS Property and Emergency Management Section and/or other County or local government personnel (fire, city, etc.).

2.1.6.4 Contractor must maintain the security and integrity of the GEARS/LEADER, DPSSMART, and CAST computer systems by having up-to-date User Agreements on-file for each end-user and disallowing the sharing of access codes and passwords between staff.

2.1.6.5 County must evaluate and approve all software or tools used in the operation or support of the GAIN Case Management Operations. All approved software must be compatible with County standards and hardware and software standards.

2.1.7 Complaints

County will provide a procedure through which a W-t-W participant shall have the opportunity to present a complaint or grievance about the Contractor's services, including Civil Rights Complaints.

2.2 CONTRACTOR Furnished Items

2.2.1 Facilities

2.2.1.1 For GAIN Region VII, Contractor shall provide its own main office facility(ies). In Contractor's main office facility(ies), Contractor shall provide all furniture, equipment, maintenance, security alarm system, telephone installations, parking and other services necessary for the operations of the facility as a GAIN site that are not provided by County. All arrangements will require County approval prior to implementation.

NOTE: County will provide only limited office space with no additional costs to Contractor in GAIN Region VII's CalWORKs district offices.

2.2.1.2 Contractor shall maintain facilities in a manner consistent with the County's Work First initiative. Facilities should be clean, well lit, and provide a business-like environment for all Welfare-to-Work participants.

2.2.1.3 Contractor shall provide sufficient, no cost, parking spaces for GAIN participants, County-designated staff and any partnering agency staff, as needed, at the leased facility.

2.2.1.4 Contractor shall make available space to accommodate for County-designated staff and/or any partnering agency staff, as needed, to provide required on-site services upon County's request. This includes, but is not limited to, office furniture (desk, table, chair), County installed data jack for County monitors, etc.

2.2.1.5 Contractor shall ensure the lease facility is in fairly equal proximity to both DPSS district offices in Glendale and Panorama City and is within one-hour travel time using public transportation from these DPSS district offices.

2.2.1.6 Each Contractor public contact office must post universal directional and/or multilingual directional signs, informational signs and posters as required by the California Department of

Social Services, Manual of Policies and Procedures, Division 21. This can be accessed at: ***http://www.dss.cahwnet.gov***.

2.2.1.7 Contractor shall also provide an environment readily accessible to individuals with disabilities as described in the following: Title II of the Americans with Disabilities Act of 28 CFR Part 35, Appendix A of 28 CFR, which contains ADA Accessibility Guidelines that govern the physical accessibility requirements of state and local governments, and Title 24 of the California Code of Regulations (CCR), Parts 1, 2, 3, 5, 8 and 12, which contain the regulations governing structural accessibility for individuals with disabilities in public facilities in the State of California.

2.2.1.8 Contractor shall have in place an active security plan. Contractor shall, to the extent possible, ensure the safety of all W-t-W participants referred to them, of all employees (Contractor, County and/or partnering agencies) and of the general public visiting the Contractor offices.

2.2.2 CONTRACTOR Personnel

2.2.2.1 Contract Manager and Alternate

Contractor shall provide a qualified full-time Contract Manager and equivalent Alternate who will act as primary liaison with DPSS and be responsible for the overall management and coordination of this contract. The Contract Manager and Alternate shall be identified in writing prior to contract award and at any time thereafter a change of Contract Manager or Alternate is made. Specifically, the Contractor Manager, or Alternate, shall:

- Have full authority to act for the Contractor on all contract matters relating to the daily operation of this contract.
- Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays.
- Be able to read, write, speak, and understand English fluently.

2.2.2.2 Contractor shall ensure the required level of full-time staffing are maintained to provide the following required functions:

- Case Management Supervision – to supervise specialized and non-specialized case managers assigned to perform the required case management service tasks described in this Statement of Work, Section 3.0, SPECIFIC TASKS. Contractor's supervisors must have qualifications of at least equivalent to the County's GAIN Service Supervisors.

- Case Management Services - perform the required case management service tasks described in this Statement of Work, Section 3.0, SPECIFIC TASKS. Contractor's case managers must have qualifications of at least equivalent to the County's GAIN Service Workers. However, case management services may also be performed by other Contactor's staff.
- Business Services – services include, but are not limited to, assessing and developing a participant's job readiness; providing job development assistance proactively finding job leads and employment opportunities; proactively collaborating with the business community, educational providers and other organizations to develop employment opportunities or short-term training programs to meet labor market demands.
- Child Care Coordination – to coordinate between the Resource and Referral/Alternative Payment Program (R&R/APP) agency staff and CalWORKs eligibility staff/GAIN Services Worker to ensure the participants' information/documents used to determine and maintain child care eligibility are accurate and submitted timely to R&R/APP agency, and to address advocate concerns about duplicate requests to participants for requested information/documents in the contracted GAIN regions.
- Specialized Case Management Services – to provide case management services to participants that are in one of the following GAIN program services: Orientation/Job Club Program and Job Club/Vocational Assessment Program co-located at the Los Angeles County Office of Education (LACOE) site; Homeless Supportive Services Program; GAIN Sanction Home Visit Outreach Program; and/or Homeless CalWORKs Families Program.
- Specialized Supportive Services (SSS) Coordination – to service and refer participants to the correct SSS providers (Domestic Violence, Mental Health, Substance Abuse) during Orientation or any other interview.
- Outreach Services for Exempted Participants – to provide outreach services to participants whose exemption is about to expire within ninety (90) days. To manually complete and provide a monthly report to DPSS GAIN Program Division on the disposition of cases listed on the GEARS Report and update GEARS to extend an exemption for participants not assigned to a regular case manager.

- Services for GAIN Sanctioned Participants – to act as point-of-contact for the GAIN sanctioned participant who elects to resolve his/her sanction.
- Appeals Hearing Coordination - to handle issues pertaining to the participants' Appeals and State Hearing cases.
- Regional Human Resources (HR) Assistance – to assist with the recruitment of staff, paperwork associated with new and current staff, gathering information for County mandated reports and any other HR associated tasks.
- Staff Development/Training – to develop and provide staff training, as needed, on County-related issues, e.g., requirements associated with Temporary Assistance for Needy Family (TANF) Reauthorization Performance goals, contractual compliance requirements, and other compliance issues with laws and regulations.
- Information Technology (IT) Support Coordination – to handle all IT-related issues, troubleshoot computer hardware and software related problems, and manage all Contractor's computer related equipment.
- Clerical Support – to perform the clerical support duties described in this Statement of Work, Section 1.5 Contractor Management Services, Subparagraph 1.5.3 (Office Management Services).

2.2.3 Equipment/Supplies/Materials

2.2.3.1 Contractor shall obtain all equipment and supplies not furnished by County necessary to perform all services required by this Contract and within the Contract Budget limits.

Contractor shall provide office-related items such as personal computers, printers and monitors, fax machines, photocopy machines, paper shredders, video tape players (e.g., VHS players) and monitors, and other program-related items, as required by the County.

2.2.3.2 Contractor shall establish and maintain an inventory of all County-furnished office furniture, equipment and supplies as well as Contractor-purchased equipment for this Contract.

All purchases must be reported to the County for tracking purposes. Equipment purchased with contract funds will be considered County property. Upon termination of this Contract, all Contractor-furnished equipment purchased with County funds shall become County property.

2.2.4 GEARS/LEADER Computer Inventory Maintenance

2.2.4.1 Contractor shall maintain a computerized inventory list of furniture, equipment, supplies, computers, etc., at each of the Contractor's sites to the CCA.

2.2.4.2 Contractor shall update the inventory list using the on-site GEARS/LEADER computer workstation at each site to the CCA.

Inventory updates shall be made within one workday after any change occurs in the data specified below. The following information shall be included, but not limited to, in the inventory:

a. Name of site;
b. Address of site;
c. Contact person and his/her telephone number;
d. Language capabilities available;
e. Type of services offered; and
f. Type of specialized services, if any.

2.2.5 Security for GEARS/LEADER Equipment

2.2.5.1 Contractor shall provide all security measures to ensure that the GEARS, LEADER, and all other computer equipment are secured and maintained.

2.2.5.2 County will be responsible for locking down the hardware equipment. Contractor shall meet any additional security measures as required by the County and these security measures must be approved by County's Information Technology Division (ITD) staff.

2.2.5.3 If the Contractor requires changes in a GEARS or LEADER terminal and/or printer location, the Contractor shall provide a minimum of sixty (60) days prior written notice to the County, pay for all expenses of the County moving the computer equipment to the new location, and provide a dedicated electrical circuit for County-provided computer equipment.

2.2.5.4 The Contractor shall safeguard the integrity of all County systems by ensuring that all Contractor employees abide by the County's User policies. The Contractor shall follow County policies by sharing the user policy with its employees, obtained signed User Agreements, and monitoring compliance. At minimum, the Contractor must ensure that all Contractor staff no longer working under this Contract shall have their computer accounts deleted.

2.3 Record Keeping

2.3.1 Contractor shall maintain current, complete case records for each GAIN participant who starts Welfare-to-Work services and ensure all components are entered into the GEARS system timely, accurately and in accordance with existing policy and procedures. County shall provide training to the Contractor staff regarding the use and maintenance of case records on GEARS.

2.3.2 Contractor shall maintain retrievable GAIN participant case records. Contractor shall ensure that the case records are organized in the manner prescribed by DPSS guidelines. The content of the physical case records shall abide by applicable DPSS guidelines. Case records shall be kept in a folder, identifiable by GAIN participant's name and case number. These records shall include, but not limited to, the following:

a. Activity Assignment
b. Participant's Primary Language Designation
c. Participation Agreement
d. Counseling Record
e. Participant Employment Profile
g. Approval of Transportation and Education/Work-related Expenses
h. Child Care Referrals

2.3.3 When W-t-W Services end and the case record is no longer needed, Contractor shall follow DPSS policies regarding case storage. Contractor shall not dispose these case records or any document containing participant information, in any manner outside of DPSS policies, without DPSS approval.

2.3.4 Contractor shall maintain all records at a central facility for five (5) years after the termination of this Contract or until all audits started during the Contract period or within five (5) years of termination of the Contract, are completed and settled, whichever is later.

2.3.5 Contractor shall be responsible to maintain ongoing, up-to-date monthly control logs, (e.g., recording the receipt and distribution of the negotiables, bus tokens, bus passes, and clothing vouchers); accounting for the telephone calls unrelated to this Contract; Language Line usage; and additional postage costs. Contractor shall be responsible for tracking DPSS referrals, specialized supportive service referrals, welfare fraud referrals, Appeals and State hearing case decisions/corrective actions, appointments, non-appointment walk-ins, customer complaints, etc. County shall monitor these records on a monthly basis.

2.4 Confidentiality of Records

2.4.1 Contractor shall establish procedures to protect all participant level information and shall not make available participant information outside of DPSS and its partners without written consent from DPSS and the participant. (Refer to the Contract, Section 11.0, TERMS AND CONDITIONS, Subparagraph 11.28 (Contractor Employee Acknowledgement and Confidentiality Agreement).

2.4.2 Contractor shall maintain the confidentiality of GAIN participants' records by maintaining files in locked drawers and cabinets at the Contractor's sites and/or headquarters. Contractor shall ensure documents with GAIN participant information are shredded before discarding.

2.4.3 Contractor shall maintain the confidentiality of its employees' records, including the Employee Confidentiality Agreement, by maintaining files in locked drawers and cabinets at the Contractor's headquarters. Contractor shall limit access to these files to Contractor's designated staff. These files are subject to audit, and shall be accessible to County upon request during any business day.

2.5 Reporting Tasks

Contractor shall provide reports, as required by County, concerning its activities as they affect the Contract duties and purposes contained herein.
Contractor shall:

2.5.1 Complete and submit a Monthly Management Report (MMR), in the manner to be described by the County. The MMR for each GAIN Region shall be submitted to the County Contract Administrator (CCA) with the monthly invoice by the 15th calendar day of each succeeding month which may include, but is not limited to:

- A narrative of any concerns and/or changes in staff, sites, session scheduling, participant scheduling (backlogs), recommendations for systems improvements, and/or other processes as necessary.
- A minimum of two (2) participant success stories.
- A report identifying the key issues and their associated corrective actions and/or new strategies (with prior County approval) for meeting key GAIN measures and performance outcomes.
- Any other forms and/or ad hoc statistical reports as requested by the County and by the due date established by the County.
- A discussion of the Contractor's degree of success in achieving desired Program Outcomes, and Performance Requirements Standards.
- A list of all trainings provided by the Contractor in the month, including sign-in sheets.

- A list of all complaints received by the Contractor in the month, including the resolution on the complaint.
- A list of all Appeals and State Hearing decisions received and their resolution.
- A list of all conditional withdrawals on State Hearing requests received and their resolution.
- A progress report for any problem or discrepancy, if applicable.
- Additional information may be required at County's discretion.

2.5.2 Obtain feedback sheets from each GAIN participant concerning his/her evaluation and understanding of the services received. The completed feedback sheets shall be retained in the Contractor's records and tabulated monthly with the results reported in the Contractor's MMR.

2.5.3 Report any computer systems problems and recommend solution of problems to County within one workday of discovery.

2.5.4 Provide County with written statements, records, and documents within three (3) workdays of County request, in order for County to initiate GAIN participant's non-compliance procedures and actions.

2.5.5 Provide assistance and be available to meet/consult with DPSS management staff as needed, in the event compliance procedures are initiated against a GAIN participant.

2.6 Case Appeals

Contractor shall provide timely response to DPSS Appeals and State Hearings (ASH) Section as defined by DPSS policy. ASH serves as the liaison on State Hearing decisions made on participant appeals related to their cases. Contractor is expected to be responsive to ASH's instructions, respond in a timely manner, and when decisions on the appeals are known, adhere to ASHs mandate and implement the required action immediately. Contractor shall maintain a listing of ASH cases processed including PA 411s (Case Correction Requests) and include this listing in their Monthly Management Report.

2.7 Welfare Fraud

Contractor shall preserve the integrity of the GAIN Program and County resources by having an active fraud prevention program. At minimum, Contractor shall adhere to County's welfare fraud reporting responsibilities and make fraud referrals when case documentation is questionable. Additionally, Contractor shall safeguard against Contractor employee fraud by including specific monitoring provisions in their Quality Control Plan. Contractor shall also make available all records to County related to this Contract. County may review these records without advance notice, as deemed necessary by County.

2.8 Complaints

Contractor shall establish a procedure to resolve W-t-W participant and community grievances, including Civil Rights complaints, before they reach a formal complaint level. Contractor shall designate a Complaint Liaison to coordinate responses on complaints.

2.9 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:

2.9.1 Ensure public contact staff attends mandatory Civil Rights training as provided or arranged by DPSS.

2.9.2 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.

2.9.3 Maintain a record of all Civil Rights materials provided by DPSS and ensure all participants are provided with the Civil Rights materials.

2.9.4 Develop and operate procedures for receiving, forwarding and responding to Civil Rights complaints as follows:

a. Provide and assist GAIN participants with completing a PA 607 (Complaint of Discriminatory Treatment) in the GAIN 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 Administrator (CCA) and the Civil Rights Customer Relations (CRCR) representative.

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 County's CRCR Section.

2.10 Customer Service

2.10.1 Contractor shall implement an active Customer Service Program that is consistent with the County's vision, as detailed in this RFP's Preamble. The Customer Services Program must be approved by DPSS and changes to the Program must be made within ten (10) business days. DPSS will monitor the quality of the Contractor's Customer Service by randomly selecting participants for telephone and/or site survey. A deviation of two percent (2%) meaning no less than ninety-eight percent (98%) overall satisfaction rate shall serve as the Acceptable Quality Level (AQL) on this standard. This measure is included in this Statement of Work, Technical Exhibit C-1B (Performance Requirements

Summary (PRS) Chart). County, at its sole discretion, may change the means of measuring this standard via a Change Notice, as noted in the Contract, Section 11.0, TERMS AND CONDITIONS, Subparagraph 11.6 (Changes and Amendments).

2.10.2 Contractor shall meet the following goals, consistent with DPSS goals:

- Ensures ninety-five percent (95%) of all participants are seen within twenty (20) minutes or less from their appointment time.
- Contractor's response to all inquiries, including inquiries from community advocacy groups is required within two (2) hours.
- Achieves a ninety-eight percent (98%) satisfaction rate with Contractor services of those surveyed.
- Provides services to the County in the event of a strike or other labor action of the Contractor's employees.
- Safeguards the integrity of the County's GAIN Welfare-to-Work Program by actively preventing against all forms of fraud.

2.11 Use of Outside Resources

Contractor, upon County approval, may use outside resources, if:

- There is NO charge to County;
- Confidentiality rights are protected;
- Services are within allowable time frames; and
- GAIN participant progress is monitored.

3.0 SPECIFIC TASKS

3.1 Welfare-to-Work Program

In administering the GAIN Welfare-to-Work (W-t-W) Program, Contractors must abide by all "Applicable Policies and Regulations" that govern this program. This Contract is not meant to supersede "Applicable Rules and Regulations" and is consistent with them. The tasks in this Section 3.0, Specific Tasks, are subject to Performance Outcomes and Key Measures and are included in this Statement of Work, Technical Exhibits C-1 (Performance-based Outcomes Summary Chart) and C-1A (Key Measures Summary Chart). County, at its sole discretion, may change the means of measuring these tasks via a Change Notice, as noted in the Contract, Section 11.0, TERMS AND CONDITIONS, Subparagraph 11.6 (Changes and Amendments).

3.1.1 W-t-W Flow Plan

3.1.1.1 Contractor shall be responsible to track and report the W-t-W services through effective case management.

3.1.1.2 Contractor shall ensure that participants are scheduled for their first and subsequent W-t-W activities with lapses of no more than thirty (30) days between activities.

3.1.1.3 A W-t-W Flow Plan has been developed to capture the complex array of services offered under the GAIN program. Contractor's Case Managers shall follow the GAIN Case Management Services Flow Chart (refer to Technical Exhibit C-6 in this Statement of Work) when providing services to W-t-W participants. The following subparagraphs provide additional information on various stages in the flow plan.

3.1.1.4 Contractor shall ensure all non-exempt GAIN participants sign an initial W-t-W Plan within ninety (90) calendar days of their determination of eligibility for CalWORKs cash aid.

3.1.2 W-t-W Case Assignment

3.1.2.1 Contractor shall assign newly referred W-t-W participants in an expeditious and accurate manner. If a participant is erroneously assigned, Contractor shall expeditiously reassign the participant, as appropriate.

3.1.2.2 Contractor shall ensure GEARS is updated to allow for automated assignment, when possible. If not possible, Contractor shall ensure assignments are manually made quickly and effectively.

3.1.2.3 Contractor shall provide W-t-W Case Assignment services by completing the following steps:

a. Coordinate with DPSS for data review to compile a list of potential participants which includes: participants from the existing caseload, new GAIN referrals, new CalWORKs applicants, formerly exempted participants, formerly sanctioned participants, formerly employed participants, time-limited participants, and employed participants seeking post-employment services, including specialized supportive services.

b. Identify and assess participants for the GAIN Program.

c. Schedule newly-referred GAIN participants for W-t-W activities with lapses of no more than 7 days between each activity, for the appropriate duration of the Program, as specifically outlined in the Statement of Work.

d. Assign participants to Appraisal prior to assignment into any other component.

e. Register and enroll participants for Appraisal through data entry on the GAIN Employment Activity Reporting System (GEARS).

f. Prepare and send a timely activity assignment letter in the participant's appropriate language to each participant scheduled for Appraisal.

g. Updates GEARS with the participant's completion of Appraisal or rescheduling. Contractor shall initiate non-compliance procedures when participants fail to attend Appraisal.

3.1.2.4 Contractor must accept all non-exempt participants into the GAIN Program. Participants cannot be rejected, except in cases involving specific conditions, e.g., qualifying for W-t-W exemption or sanctions for non-compliance, only after Due Process, as determined by program regulations.

3.1.3 Appraisal

Contractor shall conduct an hour-long GAIN appraisal interview for all GAIN participants, which shall include, but not be limited to:

- An appraisal of work history, educational achievement, and literacy
- An evaluation of the participant's immediate supportive services needs, e.g., child care, transportation, ancillary/work-related benefits, etc.
- An explanation of GAIN program requirements and responsibilities

- An overview of the Contractor's specific method and processes for providing services and work activities
- An explanation of the financial and social benefits of working
- Specialized Supportive Services, (mental health, domestic violence, substance abuse) screening
- Learning Disability screening
- An explanation of CalWORKs 60-month Time Limit
- An explanation of Expungement Services
- Provides the "Bridge to Independence GAIN" Guidebook
- Self-Initiated Programs (SIP) component

3.2 Self-Initiated Programs (SIP) Monitoring

SIP is an education or training program in which a participant is enrolled prior to the date of the appraisal appointment.

3.2.1 Contractor shall approve or deny a SIP according to GAIN program requirements.

3.2.2 Contractor shall monitor the attendance and progress of participants in approved SIP, and when the SIP is completed, refer the participant to Orientation/Job Club/Vocational Assessment and promote a rapid transition to employment.

NOTE: SIP participants must participate in concurrent W-t-W activities, (e.g., work study, bridging/community services, etc.) when the hours of the education and/or training program are less than the full-time weekly Participation Rate discussed in this Statement of Work, Section 3.0, SPECIFIC TASKS, Subparagraph 3.5 (Development of the Welfare-to-Work Plan) below.

3.2.3 Contractor shall accurately update required changes (referral assignments and reassignments, component start dates and end dates) to GEARS within one (1) business day.

3.2.4 Contractor shall ensure the W-t-W plan(s) are signed and updated to GEARS as required by GAIN policy.

3.3 Orientation/Motivation

3.3.1 Orientation/Motivational training is provided by another agency contracted by County, the Los Angeles County Office of Education (LACOE). LACOE conducts the Motivational training in group sessions which are presented in the following languages: English, Spanish, Armenian, Cambodian, Chinese, Korean, Russian, Tagalog, and Vietnamese.

3.3.2 Orientation/Motivational training is usually the first activity of Orientation/Job Club/Vocational Assessment. However, it can be assigned as an independent W-t-W activity if it is determined that the participant does not need to attend Job Club.

3.3.3 The LACOE presenter begins the Orientation session by providing an overview of the GAIN program along with the GAIN participant's rights and responsibilities. Then, the LACOE presenter focuses on motivational training which:

- raises the participant's self-esteem,
- identifies existing transferable work-related skills,
- teaches the concept of "it pays to work," and
- builds the participant's confidence to perform in the local labor market.

Upon completion of the Orientation session, participants are eligible for a $25 gift certificate drawing administered by LACOE.

3.3.4 All participants are required to attend motivational training unless they are excused from Job Club by one of the following criteria and wish to be excused:

- self-declare having a domestic violence, mental health, or substance abuse problem which prevents participation in a W-t-W activity
- enrolled and participating in an approved Self-Initiated Program (SIP)
- employed
- cannot miss school to attend a full-day motivational program

Participants who qualify for an exemption are still encouraged to attend in order to learn more about the services offered through the GAIN Program.

3.4 Orientation/Job Club/Vocational Assessment (JCO/VA)

Consistent with GAIN Program's goal, Orientation/Job Club/Vocational Assessment (JCO/VA)'s primary goal is to assist participants in obtaining, securing, and/or promoting to long-term employment at living wage to move toward self-sufficiency.

3.4.1 Contractor shall refer all non-exempt GAIN participants, except SIP participants, to the JCO/VA Program which is provided by another agency contracted by County, LACOE.

3.4.2 JCO/VA Program is a four-week Job Readiness and Career Planning Services Program that consists of:

3.4.2.1 A one-day Orientation/Motivational training session is the first activity in the one-week Job Preparation and Planning Seminar similar to the Orientation/Motivational training session described in this Section's Subparagraph 3.3.3.

3.4.2.2 A one-week, starting the second day of the week, Job Preparation and Planning Seminar to develop a Career Goal Plan as an employment guide.

3.4.2.3 A three-week intensive job search activity with an optional week for educational/vocational training, if appropriate.

The four-week JCO/VA Program follows this schedule:

Week 1 First day is the Orientation/Motivational training session. Beginning the second day through the remainder of this week, Job Preparation and Planning Seminar concentrates on teaching the participant to complete a job application, prepare an effective resume for job searches, and practice intensive interview exercises administered by job club staff. The participant also learns about work behaviors and attitudes, employer's expectations, participation, dress codes, earning disregards, working parents' budget, goal setting progress, etc.

Week 2 The job search is focused on targeted jobs with a living wage.

Week 3 The job search is focused on targeted occupations that have documented potential growth that will lead to a living wage. For participants who have not found employment, a referral for Vocational Assessment is made by the collocated GAIN case manager stationed at the Job Club site.

Week 4 This week focuses on helping participants secure any job paying at least minimum wage **or** identifying and enrolling participants in an educational/training activity to be combined with part-time employment.

3.4.2 Contractor shall accurately update all required changes including, but not limited to, updating referral assignments and reassignments, component start dates and end dates in GEARS within one (1) business day.

3.4.3 Contractor shall ensure participants are provided with the necessary Specialized and non-Specialized Supportive Services (i.e., child care, transportation, etc.) to participate in their JCO/VA activities.

3.4.4 Contractor shall review GEARS ALERTS for participants completing or not showing to JCO/VA and shall initiate non-compliance procedures when participants fail to attend their JCO/VA activities.

3.5 Development of the Welfare-to-Work Plan

3.5.1 Contractor shall ensure that CalWORKs participants sign their initial W-t-W plan within ninety (90) days of their approval for CalWORKs cash aid OR otherwise becoming a GAIN participant.

The W-t-W Plan shall include:

- Specific activity assignments and services that will move the participant into sustained employment/self-sufficiency.
- Hours of participation required.
- Other details as indicated on the W-t-W Agreement form that will be provided by County.

3.5.2 Contractor shall ensure that each participant is participating full-time in the W-t-W activities as outlined by the State. The requirements are currently as follows:

- Thirty-two (32) hours/week for participants in a one-parent assistance unit.
- Thirty-five (35) hours/week between the two adults in a two-parent assistance unit where at least one parent must participate at a minimum of twenty (20) hours/week in Core W-t-W Activities and that both parents may combine activities to meet the requirement for the remaining fifteen (15) weekly hours in Core or non-Core activities.

3.5.3 Contractor shall enroll all non-exempt adults in at least twenty (20) hours per week of Core W-t-W Activities and twelve (12) to fifteen (15) hours per week in Core or non-Core activities to meet State participation requirements cited in this Section's Subparagraph 3.5.2 above that will aid recipients in obtaining employment. (Refer to the Contract, Section 2.0 DEFINITIONS, Subparagraph 2.34 (Core Activities) and Subparagraph 2.67 (Non-Core Activities). These activities shall be described in the participant's W-t-W plan.

3.5.4 Contractor shall ensure W-t-W activities are customized for each participant to promote the most rapid job placement possible and continuous employment once a job is obtained.

W-t-W activities shall be selected from the list of approved activities below. Activities may be required concurrently, and it is anticipated that many participants will be involved in multiple concurrent activities.

- Unsubsidized Employment
- Paid Work Experience/Work Experience
- On-the-Job Training
- Work Study
- Self-Employment

- Job Search and Job Readiness Assistance
- Job skills training directly related to employment
- Vocational Education and Training
- Education directly related to employment
- Community Services
- Adult Basic Education (includes remedial education, GED, and ESL)
- Substance abuse treatment, mental health services, and domestic violence services
- Post-Employment Services:
  - Job retention services
  - Skills and career enhancement
  - Life skills and mentoring
- Post Time-Limited Services
- Life Skills Classes
- Bridging/Concurrent Activity

3.6 Dual Track Evaluation

Dual Track program is available to participants under special circumstances where the W-t-W Flow of Orientation to Job Club may not meet the participant's unique needs.

3.6.1 Contractor shall assign a dual track designation to a GAIN participant making a failing score on the Literacy Screening Tool.

3.6.2 Contractor shall assign a dual track designation to a GAIN participant when a determination to shorten or bypass Job Club/Job Search is made by the GAIN case manager, participant, and Job Club/Job Search supervisor.

3.6.3 Contractor shall review and evaluate on a case-by-case basis, the best course of activities for the participant identified as being "Dual Track" following the policy and procedures outlined in "Applicable GAIN Policies and Procedures."

NOTE: Dual track candidates are offered the option during Job Club to combine part-time work concurrent with a W-t-W remedial course to improve literacy, i.e., reading, writing, math, English as a Second Language (ESL) and Vocational English as a Second Language (VESL).

3.7 Vocational/Educational Training Assessment

3.7.1 Contractor shall refer all participants, except participants in approved, full-time SIP, who have not obtained full-time unsubsidized employment or have not completed Vocational Assessment by the end of the JCO period described above, to County-approved Vocational Assessment providers for Vocational Assessment. Contractor shall utilize the Vocational Assessment in developing a W-t-W Plan.

3.7.2 Based on the results of a Vocational Assessment, Contractor shall make appropriate and timely referrals to Vocational and/or Educational (VOC/ED) training programs. Contractor shall consider the participant's needs for Vocational and/or Educational (VOC/ED) training, including, but not limited to ESL classes, and incorporate the appropriate training as part of the participant's W-t-W Plan.

3.7.3 Contractor shall accurately update GEARS with all required changes within one (1) business day. These include, but are not limited to updating referral assignments, reassignments, component start and end dates to GEARS, etc.

3.8 Clinical Assessment

3.8.1 At W-t-W Intake, Contractor shall conduct a mandatory Specialized Supportive Services (SSS) screening to determine if a participant requires a referral for Domestic Violence services and/or a Clinical Assessment (CA) for Mental Health (MH) services and/or Substance Abuse (SA) treatment.

Based on this screening, and/or at anytime the participant self-discloses a need for SSS the Contractor shall make referrals as appropriate. Contractor shall make every effort to ensure participants are referred to clinical assessment, domestic violence, mental health, and/or substance abuse services timely and appropriately.

3.8.2 Contractor must ensure all necessary SSS are authorized to facilitate a participant's participation in these services and encourage participants to attend and complete these services.

3.8.3 Contractor shall work with the participants, coordinating with SSS agencies, to develop appropriate concurrent W-t-W activities for the participant.

3.8.4 Contractor shall accurately update GEARS of all required changes including, but not limited to: updating referral assignments and reassignments, component start dates and end dates to GEARS within one (1) business day.

3.9 Homeless Supportive Services

CalWORKs/GAIN participants identified as homeless are to be expedited into the GAIN Program to receive intensive GAIN services in conjunction with intensive homeless case management services by CalWORKs.

3.9.1 Contractor shall ensure that all CalWORKs participants designated as "homeless" or "at risk" of being homeless and needing GAIN registration receive expedited Homeless Supportive Services (HSS) services.

3.9.2 Contractor must assign a full-time HSS case manager designated to be a member of the Specialized Supportive Services Unit.

3.9.3 The HSS case manager shall coordinate the expedited appointment into GAIN, assess the participant's ability to participate in GAIN including referrals to Specialized Supportive Services, and expeditiously issue GAIN case management services identified by the CalWORKs Homeless Case Manager (HCM), if appropriate.

3.9.4 The HSS case manager shall work in conjunction with the CalWORKs HCM to assist participant by providing intensive homeless case management activities focusing on assisting the families in finding secure and permanent housing until the participant's housing situation is stable.

3.9.5 The HSS case manager shall open the Homeless component on GEARS which consists of various types of factors addressing housing barriers, i.e., housing locator, housing search, life skills, money management, etc.

3.9.6 The HSS case manager shall monitor the Homeless indicator along with the automatic ALERTS in the GEARS Maintain Case Address and Phone (MCAP) screen which reflects the current homeless status, and shall automatically terminate open non-compliances and closes/denies any pending sanctions.

3.9.7 The HSS case manager shall ensure that good cause is granted for three months to participants whose emergency housing situation is unstable. Once the good cause expires, the participant shall meet with the HSS case manager to discuss his/her housing situation and his/her ability to participate in W-t-W activities.

3.10 Post-Employment Services

3.10.1 Contractor shall offer Post-Employment Services (PES) to participants. Contractor shall accurately document that such services were offered both appropriately and timely in both the participant's case file and in the GEARS system.

3.10.2 Contractor shall work in conjunction with educational providers and community agencies to inform participants of the many opportunities available through education and training services.

3.10.3 Contractor shall, to the extent possible, coordinate Post-Employment orientations for employed participants during non-traditional hours in an effort to increase participation.

3.10.4 Contractor shall seek jobs that pay higher than minimum wage and that provide for wage progression and advancement.

3.11 Post Time-Limited Services

3.11.1 Contractor shall offer Post Time-Limited (PTL) Services to participants prior to the expiration of their 60-month lifetime CalWORKs participation period. Contractor shall accurately explain the services available through the GAIN/CalWORKs program and shall document that such services were offered timely and the participant's decision to accept or decline PTL services in the participant's case file and in the GEARS system.

3.11.2 Contractor shall ensure participants have all the necessary Supportive Services (child care, transportation, ancillary services) in place prior to the component appointment date.

3.11.3 Contractor shall accurately update required changes/assignments, including an assignment to PTL services to GEARS within one (1) business day.

3.11.4 Contractor shall outreach, and to the extent possible, engage timed-off participants in W-t-W activities.

3.12 Non-Compliance Requirements

The overall goal of this requirement is to minimize the number of sanctioned participants with the expectation that if the participant understands the importance of compliance in the GAIN W-t-W Program, he/she will comply with his/her W-t-W plan and remain in full compliance.

3.12.1 Contractor shall hold participants accountable for **not** meeting their W-t-W responsibilities and their W-t-W Plan. Contractor shall assist the participant by any reasonable means to ensure the participant remains in compliance with Program expectations.

3.12.2 Contractor shall initiate a recommendation that a sanction be imposed on a participant who fails or refuses to comply with mandatory appointments or other requirements.

3.12.3 Contractor shall promptly notify the participant and the designated staff within time limits prescribed by County upon determining that the participant has failed or refused to comply with program requirements, including hours of participation.

NOTE: This sanction is a "Discretionary Action" that is used for the purpose of enforcing the CalWORKs program participation requirements and entails a deduction in the participant's CalWORKs cash grant. State law requires that only County staff may impose sanction on participant's case. Thus, County will review the case situation and make the final decision on the sanction recommendation.

4.0 ADDRESSING BARRIERS TO EMPLOYMENT

The GAIN Program includes a diversity of services that assist participants in overcoming a wide range of barriers to employment. Contractor shall ensure the following services are provided and administered appropriately. The tasks in this Section 4.0, Addressing Barriers to Employment, are subject to Performance Outcomes and Key Measures included in this Statement of Work, and C-1A (Key Measures Summary Chart).

4.1 Coordinate Supportive Services

Contractor shall ensure that CalWORKs/GAIN participants receive the necessary Supportive Service benefits which include child care, transportation, and work-related expense payments (Ancillaries) that are needed to engage in W-t-W activities and to accept and maintain employment. CalWORKs funds are used for the supportive service payments via the GEARS system.

4.1.1 Supportive Service Payments For Transportation and Ancillaries

4.1.1.1 Contractor shall ensure all requests for transportation and education/work-related benefits are offered to CalWORKs/GAIN participants using County required forms.

4.1.1.2 Contractor shall assess the appropriateness of the request, including exploring options in meeting the participant's needs, request necessary documentation to substantiate the request from the participant, and document and maintain verification in the participant's case file and update the information into GEARS system.

NOTE: For ancillary benefits, Contractor is to request follow-up documentation, and when not provided, the Contractor shall take appropriate action to report overpayments on the GEARS system.

4.1.1.3 Contractor shall calculate and request authorization payment via the GEARS system, and make timely and appropriate referrals to the review team involved in the County Issuance Approval (CIA) Process. However, Contractor will not be responsible for the approvals of supportive services payments. County staff will review payment requests and make the final approvals.

4.1.1.4 Contractor shall ensure case managers initiate request for Transportation and/or Ancillary services on GEARS within one (1) business day from the participant's request.

4.1.1.5 Contractor shall accurately update GEARS with all required changes including, but not limited to: updating referral assignments and reassignments, component start dates and end dates to GEARS within one (1) business day.

4.1.2 Supportive Services for Child Care

4.1.2.1 Contractor shall ensure all requests for child care services are offered to CalWORKs/GAIN participants using County required forms and properly document the offer in the GEARS Maintain GAIN Participant Activity Comment (MGPA) screen.

4.1.2.2 Contractor shall refer participants with child care needs to the appropriate Resource and Referral/Alternative Payment Program (R&R/APP) agency designated by the County to establish child care arrangements, as needed.

4.1.2.3 Contractor shall assist the participants to resolve any subsequent child care problems and work with participants and the R&R/APP agency to establish back-up plans for child care, when necessary.

4.2 Dressing Professionally

Contractor shall provide information to participants about appropriate attire for job interviews and the work site and require participants to come to program activities dressed in work attire. Contractor may assist participants by requesting authorization of an ancillary clothing allowance.

4.3 Learning Disabilities

Contractor shall be responsible for screening participants for existing learning disabilities (LD) and directing them towards appropriate services per established policy and procedures. Contractor shall ensure LD services are explained, offered and documented in the MGPA screen, as appropriate.

4.4 Coordinate and Maintain Networks and Resources Provided by DPSS

In administering the GAIN Program, Contractors shall work within the community in providing coordinated services and meeting the needs of the general community. Contractor shall coordinate the provisions of W-t-W related services with community organizations/agencies that have established agreements with County.

4.4.1 Coordination within the Community

4.4.1.1 Contractor shall establish and maintain a good working relationship with the network of community providers by:

- Meeting with community organizations on a regular basis.
- Hosting the GAIN Regional Education and Training (GRET) meeting quarterly.
- Attending community meetings when asked by CalWORKs Districts and/or GAIN Program Division.

4.4.1.2 Organizations with which the Contractor is expected to cultivate active working relations are, at minimum, the following:

- Local CalWORKs District and GAIN Regional offices,
- Local County offices that provide health and human services,
- Community welfare advocacy groups,
- Community groups that serve the GAIN population,
- Education/training providers, including but not limited to, community colleges, adult education schools, regional occupational centers and programs,
- Workforce Investment Boards, and
- CalWORKs domestic violence, mental health, and substance abuse service providers.

4.4.2 Responsiveness to Community Needs

Contractor shall be responsive to the community needs as follows:

- Provide a chain of command, including a Community Liaison, for County review and approval.
- Respond to advocate concerns within two (2) business days, as defined by DPSS policy.
- Involve the Contract's CCA and/or DPSS Program Staff in resolving disputes between the Contractor and community organizations, as necessary.
- Maintain a log of all community inquiries regarding GAIN Services, and provide a copy of this log with the Contractor's Monthly Management Report.

4.5 GAIN Sanction Home Visit Outreach (GSHVO) Program

The GAIN Sanction Home Visit Outreach (GSHVO) Program provides outreach to participants, with or without specialized supportive services needs, who are at risk of being sanctioned or who are currently sanctioned. The GSHVO Program provides the County with an additional opportunity, beyond those available to the case-carrying GSW, to establish contact and engage participants in identifying and accessing the appropriate services to overcome barriers, enabling them to complete their W-t-W component and move towards self-sufficiency.

The GSHVO Program began in January 2006 and is ongoing contingent upon available funding; otherwise, the services and its corresponding terms will terminate immediately.

Contractor shall ensure GSHVO Program's primary goal to reduce GAIN sanctions by promoting successful resolution of GAIN participant's noncompliance issues and re-engaging the GAIN participants into W-t-W activities that will lead them to self-sufficiency as follows:

4.5.1 Contractor shall assign an adequate number of specialized staff, (Case Managers and at least one Supervisor and Unit Assistant) to perform the tasks associated with the GSHVO Program. Contractor's staff shall follow all DPSS Directives or other procedural requirements issued by DPSS pertaining to the GSHVO Program.

4.5.2 Contractor shall provide at minimum, but not limited to, the following tasks:

a. Send the GSHVO letter to participants;

b. Provide outreach services by establishing contact with participants, who are in noncompliance; who have a pending sanction; or who are sanctioned; via a telephone call or home visit. Upon contact, the Service Worker shall engage the participant by providing program information, services available, and assistance in resolving noncompliance issues;

c. Identify the reason(s) for the participant's failure or refusal to cooperate with GAIN Program requirements. Take appropriate actions or referrals;

d. Explain the compliance process to the participant and provide information on how to resolve noncompliance issues or how to remedy the sanction;

e. Negotiate the conciliation plan or steps to remedy the sanction and resolve all applicable W-t-W activity agreements;

f. Make the necessary referrals to the local Specialized Supportive Service providers, e.g., Domestic Violence service provider, Community Assessment Service Center (CASC) for Substance Abuse or Mental Health services; and

g. Assess the participant's need for child care services, transportation, and any other ancillary/work-related expense.

4.6 Homeless CalWORKs Families Project (HCFP)

The Homeless CalWORKs Families Project (HCFP) began in January 2002 and is ongoing contingent upon available funding otherwise the services and its corresponding terms will terminate immediately. For this Contract, HCFP services shall apply to Region VII only.

4.6.1 Contractor shall assign a dedicated staff to provide intense supportive assistance for families enrolled in HCFP. Contractor's staff shall follow all DPSS Directives or other procedural requirements issued by DPSS pertaining to HCFP.

4.6.2 The HCFP case manager shall be collocated at the Mental Health Provider's site for at least two (2) days a week in order to provide services to the families in HCFP.

4.6.3 The HCFP shall perform at minimum, but not limited to, the following tasks:

a. Complete Time Limit reviews;

b. Establish contact with participants via telephone and/or face-to-face contact or through DPSS Mental Health Provider or Los Angeles Homeless Services Authority (LAHSA);

c. Remain in constant communication with DPSS/Department of Mental Health throughout the entire program and ensure that participants are capable of participating in a concurrent activity;

d. Refer participants to JCO/VA, once families are stabilized and participants are able to fully participate in GAIN activities;

e. Schedule participants for required GAIN activities and ensure GAIN participation by completing the W-t-W contract, updating the case records and GEARS as needed;

f. Refer participants to Vocational Assessments as needed;

g. Assist participants to resolve any GAIN related issues (i.e., sanctions, specialized supportive services needs, etc.) by evaluating case situations and making the appropriate referrals;

h. Assist eligible families with non-Specialized Supportive services (i.e., child care, transportation, ancillary requests);

i. Make necessary referrals to other Specialized Supportive Services if requested by participant;

j. Initiate and update the GN 6070 (Participant Progress Report) or GN6008 (Mental Health Assessment Report), as required; and

k. Attend weekly and monthly inter-agency meetings as scheduled.

4.7 LA LINK

LA LINK focuses on unifying all Job Development efforts for W-t-W participants. As such, only approved LA LINK marketing materials should be used to market job development activities and services to our business partners and participants.

4.7.1 Contractor shall assign at least one Business Service Specialist (BSS) as the area's LA LINK representative.

4.7.2 The BSS shall assess and develop a participant's job readiness, create or update resumes and make referrals to employers/other agencies, as appropriate.

4.7.3 The BSS shall proactively collaborate with the business community, educational providers and other community organizations to develop employment opportunities or short-term training programs to meet labor market demands.

4.7.4 The BSS shall regularly update JobSMART with job leads for matching of participants throughout the County.

4.7.5 The BSS shall refer to the Job Development Website below for all job development protocol:

http://portal-dev.ladpss.org/dpss/lalink/job_development/default.cfm

5.0 PROGRAM OUTCOMES, PERFORMANCE OUTCOMES AND KEY MEASURES

The overall vision of the GAIN Program is to assist W-t-W participants in overcoming barriers that will result in economic self-sufficiency and independence from welfare programs. The County's GAIN Program goals were developed with this ultimate vision in mind and the contracted services in this Contract's Statement of Work are consistent with these goals.

Consistent with administering Programs and Services with specific and measurable outcomes, the following Program and Performance Outcomes and Key Measures in this Section 5.0 are identified as being measurable and are included in this Statement of Work, Technical Exhibit C-1 (Performance Requirements Summary (PRS) Chart). Should there be a change in federal, State and/or County policies/regulations, the County may amend these Performance Outcomes and/or Key Measures via a contract amendment, as detailed in the Contract, Section 11.0, TERMS AND CONDITIONS, Subparagraph 11.6 (Changes and Amendments).

5.1 GAIN Program Outcomes

5.1.1 GAIN Program Participation Rates

Contractor shall ensure that each participant is participating full-time in the work activities as outlined by the State. The requirements are currently as follows:

- 32 hours/week for participants in a one-parent assistance unit.
- 35 hours/week between the two (2) adults in a two-parent assistance unit where at least one parent must participate at a minimum of twenty (20) hours.

Contractor shall enroll all non-exempt adults in at least twenty (20) hours per week of Core W-t-W Activities and twelve (12) to fifteen (15) hours per week in Core or non-Core activities to meet State participation requirements (Refer to the Contract, Section 2.0 DEFINITION, Subparagraphs 2.34 (Core Activities) and 2.67 (Non-Core Activities). These activities shall be described in the participant's W-t-W plan.

5.1.2 Participant's Employability/Addressing Barriers

Contractor shall ensure that participants continue to participate full-time in approved work activities by emphasizing and building upon the strengths of the participants, rather than focusing on limitations and barriers.

Contractor's case managers shall earnestly work with participants to identify the underlying cause(s) of the barriers; to resolve these barriers to employment; to develop a plan to prevent recurrence and set-backs, emphasizing the participant's personal responsibility to oneself; and to provide GAIN W-t-W program options available to the participants.

5.1.3 Participant's Employment/Job Placement

Contractor's case managers shall accurately verify initial and monthly employment, documenting in the physical case record and in the GEARS system.

Contractor's case managers shall provide diligent job placement assistance throughout the participant's involvement in GAIN, determining the most appropriate job placement strategies for each participant with the goal of long-term employment. Accordingly, the Case Managers shall seek jobs that pay higher than minimum wage and that provide for wage progression and advancement.

NOTE: The motto, "GAIN: A Bridge to Independence" shall be defined as consistent with the County's "Applicable GAIN Policies and Regulations." Contractor shall be mindful of the overall goal of the CalWORKs/GAIN programs: self-sufficiency.

5.1.4 Sustaining Employment and Self Sufficiency

Contractor's case managers shall utilize training and education resources within the region that participants can use to upgrade their skills after they have obtained a job. Contractor shall link employed participants to these resources on a case-by-case basis to help them qualify for promotions or better-paying jobs, with the goal of permanent independence from welfare.

5.2 Performance-based Outcome Areas

The proposed Contract will include three (3) specific Performance-based Outcome Areas that are consistent with County's DPSS' goals for the overall GAIN Program as specified in Section 6.0, Performance Requirements Summary (PRS), 6.2 (Performance-based Outcome Areas and Key Measures).

The Outcome Areas, as applied to GAIN Services, are as follows:

- Employment Rate
- Education/Training Rate
- Work Participation Rate

5.3 Key Measures

This Contract includes Key Measures that are tools to gauge the Contractor's progress in meeting or exceeding set standards as specified in Section 6.0, Performance Requirements Summary (PRS), 6.2 (Performance-based Outcome Areas and Key Measures).

The Key Measures, as applied to GAIN Services, are as follows:

- Participants In-Between GAIN Activities
- Participants in the Unassigned Pool
- Average Placement Wage
- Participants Without a W-t-W Plan
- Specialized Supportive Services Cases With Concurrent GAIN Activities
- Timely Authorization for Transportation and Work/Training-related Expenses
- Number of Sanctioned Participants
- New Sanction Rate
- Staffing Vacancies During the Term of the Contract

6.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)

6.1 Introduction

The Performance Outcome Summary Chart (Technical Exhibit C-1) lists the three performance-based outcome areas that will be used to determine the Contractor's performance. The Key Measures Summary Chart (Technical Exhibit C-1A) lists the Key Measures that will also be used to determine the Contractor's performance. The Performance Requirements Summary (PRS) Chart (Technical Exhibit C-1B) lists the other required services that will be monitored by County during the term of the Contract. The PRS chart indicates the required services, the standards for performance, the maximum deviation from the Standard before service will be determined unsatisfactory, and the preferred method of monitoring.

All listings of required services or Standards used in the PRS are intended to be completely consistent with 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 Contract and Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in Contract, Statement of Work, and the PRS chart, the meaning apparent in the Contract and Statement of Work will prevail. If any required service or Standard seems to be created in the PRS chart which is not clearly and forthrightly set forth in the Contract 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 liquidated damages deductions.

County expects a high standard of Contractor performance for these services because the provision of services to W-t-W participants is critical to the mission of DPSS. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the County Contract Administrator (CCA) by Contractor before the allowable deviation from the acceptable Standard occur. However, it is the Contractor's responsibility to provide the services set forth in the Contract and Statement of Work, and summarized in the PRS chart.

6.2 Performance-based Outcome Areas and Key Measures

6.2.1 Performance-based Summary (PRS) Chart - (Technical Exhibit C-1)

The PRS chart includes the three (3) specific Performance-based Outcome Areas that are consistent with County DPSS goals for the overall GAIN Program. These Outcome Areas, as applied to GAIN Services, are as follows:

- Employment Rate - 30% standard
- Education/Training Rate - 20% standard
- Work Participation Rate - standard based on County-operated regions

These Outcomes Areas will be subject to review and verification, as deemed necessary by County. The County will have zero tolerance for any data manipulation committed by the Contractor.

Determinations are based on the following:

1. Employment Rate – shall be determined by using the data from County's Welfare-to-Work Activity Reports and Welfare-to-Work Global Report.

2. Education/Training Rate – shall be determined by using the data from County's Welfare-to-Work Activity Reports and Welfare-to-Work Global Report.

3. Work Participation Rate – shall be determined by W-t-W Quality Assurance Audit, which is conducted by DPSS based on a case sample provided by Internal Statistical Services (ISS) through randomly automated selection from the GEARS/LEADER list of cases.

6.2.2 Key Measures Summary (KMS) Chart - (Technical Exhibit C-1A)

The KMS chart includes the Key Measures stated in this Statement of Work, as applied to GAIN Services, as follows:

a) Participants In-Between GAIN Activities – Requires **95%** of enrolled GAIN participants be assigned to a W-t-W component at all times.

b) Participants in the Unassigned Pool - Requires having **4%** or less of GAIN participants in the Contractor's total caseload in the **unassigned** pool awaiting assignment to a case manager and enrollment into the first GAIN activity.

c) Average Placement Wage - Requires the average placement wage be at least **$1.64** over the federal or State minimum wage, whichever is higher.

d) Participants Without a W-t-W Plan – Requires **85%** of GAIN participants sign their initial W-t-W plan within 90 days.

e) Specialized Supportive Services Cases with Concurrent GAIN Activities Requires **40%** of GAIN participants engaged in SSS to be **concurrently** assigned in W-t-W activities

f) Timely Authorization for Transportation and Work/Training-related Expenses - Requires **90%** of transportation and work/training-related expenses be authorized within **one (1) business day** of participant's request.

g) Number of Sanctioned Participants - Requires reducing the number of GAIN-sanctioned participants each three-month period by **2.5%** of the number of GAIN-sanctioned participants as of December 2008.

h) New Sanction Rate – Requires having **4%** or less of GAIN participants newly sanctioned in the current month.

i) Limit Vacancies to Three Percent (3%) Among Staff Positions at all Times During the Contract Term – Limits the vacancy level to 3% and maintain **a 97% Staff Level** of all staff positions at all times during the term of the Contract.

These Key Measures are tools to gauge the Contractor's progress in meeting or exceeding set standards specified in Section 6.0, Performance Requirements Summary (PRS). Failure to meet and/or maintain the performance standards for each of these key measures will result in a one percentage point reduction from the contract amount.

Determinations are based on the following:

1. Participants In-Between GAIN Activities - shall be determined by using data from the GEARS Thirty-day Delinquent Report that identifies participants who have not been in an assigned component for 30 days or more.
2. Participants in the Unassigned Pool - shall be determined by using the data from County's GAIN Activity Report and W-t-W Global Report.
3. Average Placement Wage - shall be determined by using the data from GAIN Employment Placements, Placement Rates and Average Wage by Case Management Area Report.
4. Participants Without a W-t-W Plan - shall be determined by using data from the GAIN Activity Recap Reports on Regular Aided Participants and Status of W-t-W Plan Signed Report.
5. Specialized Supportive Services Cases with Concurrent GAIN Activities – shall be determined by Los Angeles County DPSS GAIN Detail Report of (SSS) Participants With/Without Concurrent Activities collected from GEARS and pulled off the GREP report.
6. Timely Authorization for Transportation and Work/Training-related Expenses - shall be determined by W-t-W Quality Assurance Audit, which is conducted by DPSS based on a case sample provided by Internal Statistical Services (ISS) through randomly automated selection from the GEARS/LEADER list of cases.
7. Number of Sanctioned Participants – shall be determined by reviewing the W-t-W Global Report for the number of Contractor's sanctioned cases.
8. New Sanction Rate – shall be determined by reviewing the GAIN Activity Report for the number of Contractor's newly sanctioned cases divided by Contractor's enrolled GAIN participants.
9. Limit Vacancies to Three Percent (3%) Among Staff Positions at all Times During the Contract Term – shall be determined by reviewing the Contractor's budget against the Payroll Attendance Report and on-site observations.

6.2.3 Contractor's performance rate for all other contracted services will be subject to review and verification for contractual compliance and consistency with County DPSS goals by following the other Performance Requirements Standards listed in this Section's Subparagraph 6.5 listed below.

In addition to using the determining factors listed in this Section's Subparagraphs 6.4.1 and 6.4.2 above, County's Contract Monitors shall monitor by conducting case reviews on randomly-selected cases to ensure Contractor took appropriate and timely action, per applicable GAIN Policies and Regulations and by interviewing of participants.

6.3 Other Performance Requirements Standards

The PRS includes the Performance Requirements Standards stated in this Statement of Work that will measure the Contractor's performance related to other operational measures. These include, but are not limited to, the following:

6.3.1 Verified Contractor met the living wage requirements for its employees.

6.3.2 Verified Contractor met required services that address participant barriers to employment, provide post-employment and post time-limited services.

6.3.3 Verified Contractor's required documentations, e.g., business license, certifications, attendance records, employer verifications, etc., related to the provided services.

6.3.4 Reviewed required statistical reports related to the provided services.

6.3.5 Verified required data (employment and educational/vocational training) are accurately reflected in GEARS.

6.3.6 Verified Contractor's administrative obligations, e.g., accurate invoices, monthly reports, etc., are met.

6.3.7 Verified Contractor met County's standards in customer satisfaction.

6.4 Performance Requirements Summary (PRS) Chart

The Performance Requirements Summary (PRS) Chart (Technical Exhibit C-1B):

6.4.1 Provides the required services and cites the Section or Subparagraph where referenced and includes the "Required Services" (Column 1 of chart). The sections in this Statement of Work are referenced in each of the required services listed on the PRS to explain how AQL's are determined.

6.4.2 Defines the Standards and Goals of Performance for each of the required services (Column 2 of chart).

6.4.3 Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service (Column 3 of chart).

6.4.4 Indicates the method of monitoring the services which includes "Data Source" from GAIN W-t-W reports, case reviews, etc. (Column 4 of chart).

6.4.5 Indicates the fiscal adjustments to be assessed for unsatisfactory performance, e.g., percentage point reductions in the identified Key Measures, Living Wage penalties and percentage reductions in Monthly Flat Fee for continuous non-compliance failure to take corrective action. (Column 5 of chart).

6.5 Quality Assurance Monitoring Plan

On no less than a quarterly basis, Contractor performance will be monitored to the contract standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP).

County may use a variety of monitoring methods to evaluate the Contractor's performance. The methods of monitoring that may be used include, but are not limited to:

6.5.1 One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contractor performance;

6.5.2 Random sampling of items, e.g., case reviews, invoices, etc.;

6.5.3 Review of computer-generated and manual reports, statistical records and files maintained by the Contractor;

6.5.4 On-site observation of Contractor operations;

6.5.5 Activity checklists;

6.5.6 Participant interviews; and

6.5.7 Participant/Community complaints and/or participant questionnaires.

6.6 Contract Discrepancy Report (CDR)

Performance of a Required 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 determine whether a formal Contract Discrepancy Report (CDR) shall be issued to the Contractor's Contract Manager. The Contract Manager is required to follow the following procedures:

6.6.1 Upon receipt of this document, the Contract Manager is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence.

6.6.2 The Contract Manager shall provide a written explanation stating the reasons for the unacceptable performance, how the poor performance will be remedied, how it 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 the corrective action is appropriate and if any fiscal deductions will be assessed.

6.6.3 If corrective action is required, a corrective action plan shall be submitted to the CCA within ten (10) business days. This plan shall include, but is not limited to, clear description of the corrective action plan to be taken, a timetable for the correction of all deficiencies identified in the CDR and showing when the corrective action will be completed. If the corrective action takes longer than one month to complete, a status report of the corrective action's progress shall be included in the Contractor's Monthly Management Report (MMR).

6.7 Random Sampling -- Criteria for Determining Acceptable or Unacceptable Performance

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

The random sampling plan includes the following process:

6.7.1 Select a sample at random so that it will be representative of the entire population.

6.7.2 Compare the sample to the performance standards; the conclusions drawn from the comparison represent the Contractor's overall performance.

6.7.3 Includes the following information for determining acceptable or unacceptable performance:

- *Acceptable Quality Level (AQL) - The maximum percent of defects that can be occur and still meet the Contract's Standard for satisfactory performance;
- Lot Size - The total number of units or services to be provided, and
- Sample Size - The number of units to be checked in a given time period.

*The AQL for each sampling is taken from the PRS chart. The lot size is determined by selecting a population that the County determines appropriate for review. To ensure each service has an equal chance of being selected, a random number table, or other automated sampling tool, is used to determine the sample from the appropriate lot size.

When the random sampling process is used, the Contractor's performance is deemed *Unsatisfactory* when the results of a review fail to meet the AQL, as defined for each standard in the PRS Chart and/or the Contractor fails to achieve the minimum standard in the PRS Chart.

6.8 Unsatisfactory Performance Remedies

When Contractor performance does not conform to the requirements of this Contract, County will issue a CDR and 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. After a formal CDR has been issued to Contractor and the corrective action has not been completed within the timeframe agreed upon, County shall have the option to apply any or all of the following nonperformance remedies:

6.8.1 Reduce payment to Contractor by a computed amount based on the fiscal deductions in the PRS Chart.

6.8.2 Suspend, cancel, or terminate the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

6.8.3 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to satisfactorily perform the unacceptable work within a reasonable time period determined by County 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 the full responsibility of the Contractor. 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 the Contract, Section 11.0, TERMS AND CONDITIONS, Subparagraph 11.61 (Termination for Default).

6.9 Remedy of Defects

Notwithstanding a finding of unsatisfactory performance, 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. Failure to correct the deficiency can result in termination of the contract.

TECHNICAL EXHIBITS

C-1 PERFORMANCE OUTCOMES SUMMARY CHART

REQUIRED SERVICES	STANDARDS See Subparagraph T.4.1	FISCAL ADJUSTMENT See Section 9.0 Performance-based Compensation	MONITORING SOURCE
Performance-based Outcome AREA 1 - Employment Rate Assists GAIN participants in obtaining and sustaining employment, providing job placement strategies with emphasis on jobs that provide advancement that lead towards long-term employment for self-sufficiency. SOW, Section 5.0	A 30% Standard Rate Requires proactive assistance to GAIN participants in obtaining and sustaining jobs, providing job placement strategies with emphasis on jobs that provide advancement that lead towards long-term jobs for self-sufficiency.	**RANGE 1-7%** Increase or Reduction of 1% point based on each percentage point above or below Standard	W-t-W Activity & Global Reports
Performance-based Outcome AREA 2 - Education/Training Rate Assists GAIN participants in researching and enrolling in education and training activities. SOW, Section 5.0	A 20% Standard Rate Requires proactively working with GAIN participants in assisting them with researching/enrolling/completing education and training activities.	**RANGE 1-7%** Increase or Reduction of 1% point based on each percentage point above or below Standard	W-t-W Activity & Global Reports
Performance-based Outcome AREA 3 - Work Participation Rate (WPR) Ensures that each GAIN participant is participating full-time in a W-t-W activity. SOW, Section 5.0	Standard based on Federal WPR in County-operated regions.	**RANGE 1-7%** Increase or Reduction of 1% point based on each percentage point above or below Standard	W-t-W QA Audit Reports

C-1A KEY MEASURES SUMMARY CHART

REQUIRED SERVICES	STANDARDS See Subparagraph T.4.2	FISCAL ADJUSTMENT See Section 9.0 Performance-based Compensation	MONITORING SOURCE
KEY MEASURE #1 Expeditiously schedules newly referred GAIN participants for W-t-W activities to prevent lapses in-between each activity. SOW, Section 3.1.2, Welfare-to-Work Assignment	Requires 95% of referred GAIN participants be assigned in full-time W-t-W activities at all times.	1% point reduction in Contract amount	GAIN Activity 30-Day Delinquent Recap Summary Report
KEY MEASURE #2 Expeditiously evaluates and assigns GAIN participants into a W-t-W activity, (e.g., Self-Initiated Program (SIP), Dual Track, Orientation, JCO/VA Program, Vocational/Educational Assessment, etc.). SOW, Sections: 3.2, Self-Initiated Program (SIP), 3.3, Orientation/Motivation, 3.4, JCO/VA Program, 3.6, Dual Track, 3.7, Vocational and Educational Assessment	Requires having 4% or less of GAIN participants in the Contractor's total caseload **unassigned** in any W-t-W activity for more than 30 days.	1% point reduction in Contract amount	W-t-W GAIN Activity & Global Reports
KEY MEASURE #3 Assists GAIN participants in obtaining and sustaining full-time employment, providing job placement assistance and strategies with emphasis on jobs that pay higher than minimum wage. SOW, Section 3.4, JCO/VA Program	Requires the average placement wage must be at least $1.64 over the federal or State minimum wage, whichever is higher.	1% point reduction in Contract amount	GAIN Employment Placements, Placement Rates and Avg. Wage by Case Mgmt. Area Report

C-1A KEY MEASURES SUMMARY CHART

REQUIRED SERVICES	STANDARDS See Subparagraph T.4.2	FISCAL ADJUSTMENT See Section 9.0 Performance-based Compensation	MONITORING SOURCE
KEY MEASURE #4 Ensures GAIN participants sign their initial W-t-W plan within 90 days of their approval of CalWORKs cash aid OR otherwise becoming GAIN participants. SOW, Section 3.5, Welfare-to-Work Plan	Requires 85% of GAIN participants sign their initial W-t-W plan within 90 days.	1% point reduction in Contract amount	GAIN Activity Recap Reports Status of W-t-W Plan Signed Report
KEY MEASURE #5 Ensures GAIN participants are screened for Specialized Supportive Services (SSS) appropriately and timely. In addition, for those participants engaged in SSS concurrently assign them in W-t-W activities, when possible. SOW, Section 3.8, Clinical Assessment	Requires 40% of GAIN participants engaged in SSS are **concurrently** assigned in W-t-W activities.	1% point reduction in Contract amount	Los Angeles County DPSS GAIN Detail Report of (SSS) Participants With/Without Concurrent Activities collected from GEARS and pulled off the GREP report.
KEY MEASURE #6 Ensures GAIN participants' requests for transportation and work training related expenses are initiated accurately and timely. SOW, Section 4.1, Coordinate Supportive Services	Requires 90% of transportation, and work and training related expenses are authorized within one (1) business day of request from the participant.	1% point reduction in Contract amount	W-t-W QA Audit

C-1A KEY MEASURES SUMMARY CHART

REQUIRED SERVICES	STANDARDS See Subparagraph T.4.2	FISCAL ADJUSTMENT See Section 9.0 Performance-based Compensation	MONITORING SOURCE
KEY MEASURE #7 Proactively works with GAIN sanctioned participants in identifying/resolving personal and other barriers to employment, or education/ training and to diligently work with these participants to get them into a W-t-W activity. SOW, Section 3.12, Non-Compliance Requirements	Requires reducing the number of GAIN-sanctioned participants by **2.5%** of the previous three-month period's number of GAIN-sanctioned participants.	1% point reduction in Contract amount	W-t-W Global Report
KEY MEASURE #8 Proactively works with GAIN participants to remain in compliance with GAIN Program's expectations to minimize the number of sanctions imposed on participants. SOW, Section 3.12, Non-Compliance Requirements	Requires having 4% or less of GAIN participants newly sanctioned in the current month.	1% point reduction in Contract amount	W-t-W GAIN Activity Report
KEY MEASURE #9 Ensures vacancies are filled timely and there is full staffing present in all levels required for delivery of case management services to ensure there is no interruption of services. The staffing plan/chart is regularly updated and readily available for review. SOW, Section 1.5, Contractor Management Services	Limits vacancies to 3% among staff positions at all times during the term of the Contract. Maintains a 97% staff level to ensure there is no interruption of services.	1% point reduction in Contract amount	Payroll Attendance Reports On-site Observations

C-1B PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARDS & GOALS	AQL	MONITORING METHODS	FISCAL ADJUSTMENT
Develops a Quality Control (QC) Plan and remains in compliance with this COUNTY-approved QC plan throughout the Contract term. SOW, Section 1.2, Quality Control Plan	Requires Contractor have a QC plan and is in compliance with the plan throughout the Contract term.	NONE	Review Compliance with the QC Plan	NONE
At least County's normal business hours, Monday through Friday, are required to provide all case management direct services. SOW, Section 1.4, Hours of Operation/Holidays	Requires direct services be performed during the required hours of operation. Note: Contractor may have County-approved added optional business hours.	NONE	On-Site Observation User Complaint	NONE
Ensures GAIN participants are offered child care services and referred to the appropriate Resource and Referral/Alternate Payment Program (R&R/APP) Agency **timely**. Assists the participants to resolve any subsequent child care problems and work with participants and the R&R/APP agency, when necessary. SOW, Section 4.1.2, Supportive Services for Child Care Services	Requires child care referrals to the appropriate R&R/APP agency be timely to ensure participants can participate in W-t-W activities.	NONE	Conducting Case Reviews	NONE

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARDS & GOALS	AQL	MONITORING METHODS	FISCAL ADJUSTMENT
Provides case management services to GAIN participants following the required W-t-W Flow Plan and covering all required services in a timely manner. SOW, Sections 1.1, Scope of Work and 3.1.1, Welfare-to-Work Flow Plan	Requires case management services to GAIN participants follow the required W-t-W Flow Plan and cover all required services in a timely manner.	NONE	Conducting Case Reviews	NONE
Ensures CalWORKs/GAIN participants, identified as homeless, are expedited into the GAIN program in conjunction with working with the appropriate CalWORKs Homeless Case Manager as specifically outlined in the Statement of Work. In addition, concurrently assigns these participants in W-t-W activities, when possible. SOW, Section 3.9, Homeless Supportive Services	Requires CalWORKs and GAIN participants, identified as homeless, are expedited into the GAIN program and concurrently assigns these participants into W-t-W activities.	NONE	Conducting Case Reviews	NONE
Ensures GAIN participants are evaluated for Learning Disabilities appropriately and timely as specifically outlined in the Statement of Work. SOW, Section 4.3, Learning Disabilities	Evaluates and assigns GAIN participants to appropriate activities to help resolve Learning Disability barriers.	NONE	Review of MMR	NONE

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARDS & GOALS	AQL	MONITORING METHODS	FISCAL ADJUSTMENT
Ensures GAIN participants are offered Post-Employment Services appropriately and in a timely manner as specifically outlined in the Statement of Work. SOW, Section 3.10, Post-Employment Services	Requires that Post-Employment Services are offered to employed GAIN participants who meet eligibility criteria appropriately and timely.	NONE	Conducting Case Reviews	NONE
Ensures GAIN participants are offered Post Time-Limited services appropriately and in a timely manner as specifically outlined in the Statement of Work. SOW, Section 3.11, Post Time-Limited Services	Requires GAIN participants be offered Post Time-Limited services appropriately and timely.	NONE	Conducting Case Reviews	NONE
Complies with the terms of the Customer Service Program directed by DPSS and as specifically outlined in the Statement of Work. SOW, Section 2.10, Customer Service	Requires Customer Service goals are met: 95% of participants are seen within 20 minutes from their appointment time. Response to community advocates' inquiries is required within 2 hours. Achieves a 98% satisfaction rate of those surveyed.	5%	On-Site Review User Complaint	NONE

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARDS & GOALS	AQL	MONITORING METHODS	FISCAL ADJUSTMENT
Ensures there is sufficient bilingually-competent staff to administer GAIN case management services to participants whose primary language is not English, but is one of the County threshold languages. SOW, Section 1.5, Contractor Management Services	Requires providing sufficient bilingually competent staff to administer GAIN case management services to participants whose primary language is not English, but is one of the County threshold languages.	NONE	Review of MMR User Complaint	NONE
Utilizes County-provided Language Line account to assist in serving participants whose primary language is not English and not one of the County threshold languages. SOW, Section 2.0, Responsibilities, subparagraph 2.1.3.5	Requires Contractor compliance with Language Line usage. County has a zero tolerance of any misuse.	NONE	Review of MMR User Complaint	NONE
Maintains and updates a computerized inventory list of County-owned GEARS/LEADER equipment, other computers, furniture, equipment, supplies, etc., at each GAIN site. SOW, Section 2.2.3, Equipment/Supplies/ Materials, and Section 2.2.4, LEADER/GEARS Computer Inventory Maintenance	Requires the computerized inventory list be maintained and updated quarterly in accordance with County standards.	NONE	Review of Inventory List	NONE

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARDS & GOALS	AQL	MONITORING METHODS	FISCAL ADJUSTMENT
Ensures that the GAIN/LEADER computer equipment is secure and the confidentiality of computer data is maintained. SOW, Section 2.2.5, Security for Equipment	Requires ongoing security/upkeep of GAIN/LEADER equipment and the confidentiality of computer data is maintained in accordance with County standards.	NONE	Initial On-Site Observation User Complaint	NONE
Initiates and maintains a participant case folder for each GAIN participant as required by County, and Initiates and maintains a participant case file in the GEARS system for each GAIN participant as required by County. Regularly updates both the GAIN participant case folder as well as GEARS file in the GEARS system timely. SOW, Section 2.3, Record Keeping	Requires continuous maintenance and accurate/timely changes and additions in the GAIN participant's activities be documented in the participant's case folder AND Requires input into participant's case file in GEARS within **one business day** or applicable specified timeframes consistent with policy.	2%	GEARS	NONE
Ensures that Confidentiality Agreements for all active Contractor employees are on file. Maintains the confidentiality of GAIN participants' records by maintaining folders in locked drawers and cabinets at GAIN sites and at Contractor's headquarters. SOW, Section 2.4, Confidentiality of Records	Requires all Contractor employees have Confidentiality Agreements on file prior to the employee's start date. Requires all GAIN participants' records be secured in Contractor's sites.	NONE	Random Sampling On-Site Review	NONE

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARDS & GOALS	AQL	MONITORING METHODS	FISCAL ADJUSTMENT
Assigns an administrative person to receive and control the distribution of negotiables, ancillary allowances, monthly/weekly bus passes and bus tokens to the GAIN sites. Administrative staff shall also maintain accurate detailed control logs for audit purposes and ensure they are kept in a secured location. SOW, Section 1.5, Contractor Management Services and Section 2.0, Responsibilities	Requires control of distribution of negotiables, ancillary allowances, monthly bus passes and bus tokens. Requires an immobile security-lock safe located in a secured area on-site to keep them. Requires accurate detailed control logs to be maintained.	NONE	100% On-Site Inspection	NONE
Complies with the terms of the Civil Rights Complaints Procedure and DPSS Complaints Procedure as specifically outlined in the Statement of Work. SOW, Sections 2.8 Complaints, 2.9, Civil Rights Complaints Procedure	Ensures the terms of the Civil Rights Complaints Procedures and Complaints Procedures, directed by DPSS are met.	NONE	On-Site Review User Complaint	NONE
Complies with the terms of the Case Appeals Procedure and Welfare Fraud Procedure directed by DPSS, and as specifically outlined in the Statement of Work. SOW, Section 2.6, Case Appeals and Section 2.7, Welfare Fraud	Ensures the terms of the Case Appeals and Welfare Fraud Procedures directed by DPSS are met.	NONE	On-Site Review User Complaint	NONE

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARDS & GOALS	AQL	MONITORING METHODS	FISCAL ADJUSTMENT
Provide accurate monthly invoices with support documentation to the CCA timely during the term of the Contract. Contract, Section 8.0, Invoices and Payment Process	Ensures that all invoices are accurate and have support documentation.	NONE	100% Review	NONE
Provide accurate Monthly Management Reports (MMRs) timely. Also provide any other reports requested by County to the CCA during the term of the Contract. Contract, Section 8.0, Invoices and Payment Process	Provides accurate MMRs and any other reports requested by County.	NONE	100% Review	NONE
Provide verification of insurance coverage to the CCA prior to the Contract start date and annually during the term of the Contract. Contract, Section 11.0, Terms and Conditions, subparagraphs 11.37 (General Insurance Requirements) and 11.38 (Insurance Coverage Requirements)	Ensures that all insurance policies are current and meet COUNTY insurance requirements.	NONE	Annual 100% Review	NONE

PERFORMANCE REQUIREMENTS SUMMARY CHART

REQUIRED SERVICES	STANDARDS & GOALS	AQL	MONITORING METHODS	FISCAL ADJUSTMENT
Contractor is responsible for enforcing all the requirements of the County's Living Wage Program to remain in contractual compliance during the term of the Contract. Contract, Section 11.0, Terms and Conditions, subparagraph 11.15 (Compliance with County's Living Wage Program), and Attachment U, (County of Los Angeles – Living Wage Ordinance)	Contractor is responsible for enforcing all the requirements of the County's Living Wage Program to remain in contractual compliance during the term of the Contract.	NONE	User Complaint	Late or Incomplete L.W.Reports $100 a day Employee Payments Less Than L.W. pay $50 a day
Require Contractor to implement a formal corrective action plan, approved by County, to remedy any and all unsatisfactory performance, within the timeframe agreed upon, via the issuance of a formal CDR. SOW, Section 6.8, Unsatisfactory Performance Remedies	If performance remains unsatisfactory and the corrective action has not been completed within the timeframe agreed upon, County has the option to reduce Contractor's payment from a range of 1-5% of the Monthly Flat Fee.	NONE	On-Site Review MMR Review	Range 1-5% Reduction of the Monthly Flat Fee

C-2 CONTRACT DISCREPANCY REPORT
(SAMPLE)

TO:

FROM:

DATES:

Prepared:
Returned by Contractor:
Action Completed:

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of QAE/CCA Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contract Manager Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of QAE/CCA Date

COUNTY ACTIONS: _____

_____

_____

Contractor Notified of Action: _____

_____

_____

_____

Signature of County Contract Administrator

C-3 CASELOAD PROJECTIONS BY LANGUAGE
NOVEMBER 1, 2008 THROUGH APRIL 30, 2010

REGION II - TOTAL PROJECTED CASELOAD

Languages	Nov 08	Dec 08	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Jan 10	Feb 10	Mar 10	Apr 10	Avg
Arabic	23	22	23	23	23	22	21	22	21	23	23	23	23	23	23	23	23	22	23
Armenian	53	52	53	53	53	52	49	51	50	55	54	53	53	53	53	53	53	52	53
Cambodian	8	7	8	8	8	7	7	7	7	8	8	8	8	8	8	8	8	7	8
Chinese	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
English	6,676	6,557	6,576	6,589	6,649	6,562	6,175	6,428	6,273	6,819	6,731	6,637	6,670	6,577	6,570	6,583	6,643	6,556	6,571
Farsi	69	67	68	68	68	67	63	66	64	70	69	68	69	68	68	68	68	67	68
French	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Korean	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mandarin	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Other	31	30	30	30	30	30	28	29	29	31	31	30	30	30	30	30	30	30	30
Russian	31	30	30	30	30	30	28	29	29	31	31	30	30	30	30	30	30	30	30
Spanish	709	696	699	700	706	697	656	683	666	724	715	705	708	699	698	699	706	696	698
Tagalog	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vietnamese	23	22	23	23	23	22	21	22	21	23	23	23	23	23	23	23	23	22	23
Total	7,625	7,490	7,511	7,526	7,594	7,495	7,053	7,343	7,166	7,789	7,688	7,581	7,618	7,512	7,504	7,520	7,587	7,489	7,505

C-3 CASELOAD PROJECTIONS BY LANGUAGE
NOVEMBER 1, 2008 THROUGH APRIL 30, 2010

REGION VII - TOTAL PROJECTED CASELOAD

Languages	Nov 08	Dec 08	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Jan 10	Feb 10	Mar 10	Apr 10	Avg
Arabic	17	17	17	17	17	17	16	16	16	17	17	17	17	17	17	17	17	17	17
Armenian	787	776	775	777	784	773	728	758	739	804	793	782	786	775	774	776	783	773	775
Cambodian	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Chinese	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
English	2,623	2,586	2,583	2,589	2,612	2,578	2,426	2,525	2,465	2,679	2,645	2,607	2,621	2,583	2,581	2,586	2,610	2,576	2,582
Farsi	5	5	5	5	5	5	5	5	5	6	6	5	5	5	5	5	5	5	5
French	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
Korean	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Mandarin	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other	30	29	29	29	29	29	27	29	28	30	30	29	30	29	29	29	29	29	29
Rummanian	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
Russian	55	54	54	54	55	54	51	53	52	56	55	55	55	54	54	54	55	54	54
Spanish	700	690	690	691	697	688	647	674	658	715	706	696	700	690	689	690	697	688	689
Tagalog	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vietnamese	8	8	8	8	8	7	7	7	7	8	8	8	8	8	7	8	8	7	7
Total	4,230	4,170	4,166	4,175	4,213	4,158	3,912	4,073	3,975	4,321	4,265	4,205	4,226	4,166	4,163	4,171	4,209	4,154	4,164

C-3 CASELOAD PROJECTIONS BY LANGUAGE
NOVEMBER 1, 2008 THROUGH APRIL 30, 2010

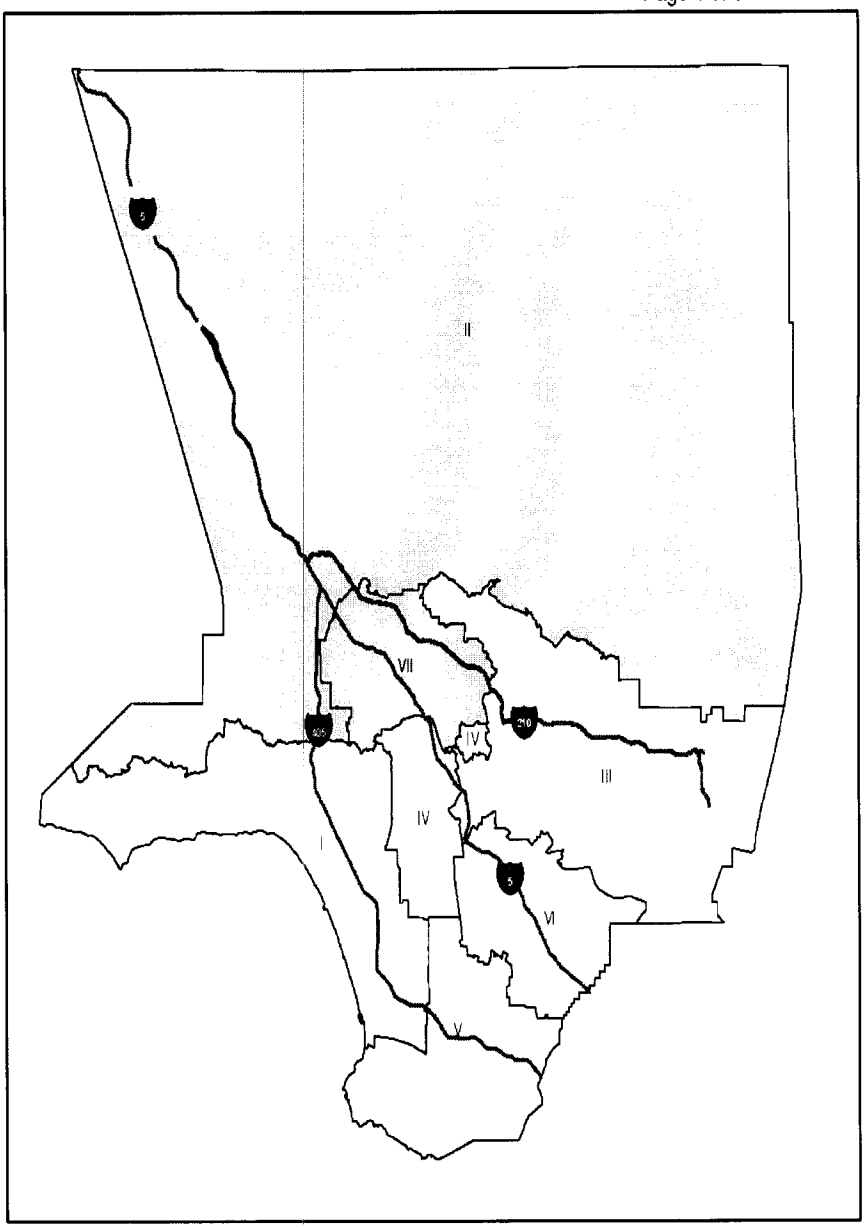
BOTH REGIONS - TOTAL PROJECTED CASELOAD

Regions	Nov 08	Dec 08	Jan 09	Feb 09	Mar 09	Apr 09	May 09	Jun 09	Jul 09	Aug 09	Sep 09	Oct 09	Nov 09	Dec 09	Jan 10	Feb 10	Mar 10	Apr 10	Avg
II & VII																			
TOTAL	7,625	7,490	7,511	7,526	7,594	7,495	7,053	7,343	7,166	7,789	7,688	7,581	7,618	7,512	7,504	7,520	7,587	7,489	7,505
	4,230	4,170	4,166	4,175	4,213	4,158	3,912	4,073	3,975	4,321	4,265	4,205	4,226	4,166	4,163	4,171	4,209	4,154	4,164
	11,855	**11,660**	**11,677**	**11,701**	**11,807**	**11,653**	**10,965**	**11,416**	**11,141**	**12,110**	**11,953**	**11,786**	**11,844**	**11,678**	**11,667**	**11,691**	**11,796**	**11,643**	**11,669**

C-4 DESCRIPTION OF GAIN REGIONS II AND VII

Technical Exhibit C-4
Page 1 of 3

GAIN Regions II and VII and GAIN Regional Boundaries



Legend

GAIN Regions II & VII

- II
- VII
- GAIN Regional Boundaries
- Freeways

Research, Statistics and Data Services Section 3/16/05

DESCRIPTION OF GAIN REGIONS II AND VII

The County, at its sole discretion, may change the following boundary descriptions for GAIN Regions II and VII. The County is solely responsible for case assignment across all regions. As such, these general descriptions are included below to assist the Proposer in geographically identifying GAIN Regions II and VII.

GAIN REGION II
WEST SAN FERNANDO VALLEY/ANTELOPE VALLEY

GAIN Region II generally covers the northernmost portion of the County, including the Antelope Valley, Santa Clarita area and the Western San Fernando Valley. Offices are located in the cities of Chatsworth and Palmdale. Additional space is provided in Canyon Country and Lancaster. The following is a description of the boundaries that define GAIN Region II.

Northern, Eastern and Western Boundaries

Roughly, the northern half of Los Angeles is included in GAIN Region II. These boundaries are generally the county line between Los Angeles County and the neighboring Ventura, Kern and San Bernardino counties.

East-Southern and Southern Boundaries

From the eastern end of LA County, the communities in the north side of the San Gabriel mountain area serves as the southern boundary. Generally, Angeles Crest Highway, Angeles Forest Highway and Big Tujunga Canyon Road serve as the boundary as you move in a western direction until you reach the city limits of the City of Los Angeles (generally, the northern San Fernando Valley communities in the city of Los Angeles).

Continue along Foothill Blvd. to the southern boundary of the City of San Fernando. The cities/communities of Mission Hills and North Hills, south along Sepulveda serve as Region II's boundary until Mulholland Drive. Mulholland Drive and Mulholland Highway serve as general boundaries to the LA-Ventura county line.

GAIN REGION VII
EAST SAN FERNANDO VALLEY/GLENDALE

GAIN Region VII generally covers the eastern part of the San Fernando Valley, including Glendale. The office is located in the city of Burbank. Additional space is provided in Glendale and Canoga Park. The following is a description of the boundaries that define GAIN Region VII.

Western, Northwestern and Northern Boundary

Sepulveda Blvd serves as the principle western boundary, north to Nordhoff, along the cities/communities of Van Nuys, and Panorama City. The cities/communities of Arleta, Pacoima Lake View Terrace, Sunland, Tujunga, Glendale, La Crescenta, and La Cañada Flintridge generally serve as boundary cities.

Eastern Boundary

Generally, the city of Glendale serves as the easternmost boundary.

Please note: the following zip codes are not included in Region VII:

90031, 90039, 90041, 90042, and 90065.

Southern and Southwestern Boundary

Glendale's city limits continue to serve as the boundary, into Burbank, where the Los Angeles River serves as the boundary to Lankershim Blvd. south to Mulholland Drive, then west to Sepulveda.

C-5 LINKS TO GAIN POLICIES AND REGULATIONS

"Applicable GAIN Rules and Regulations"

The County's GAIN Handbook provides direction of GAIN policies and procedures. The most recently updated Handbook is available at:

http://www.ladpss.org/dpss/gain/default.cfm

Los Angeles County CalWORKs Plan

The Los Angeles County CalWORKs Plan can be reviewed at the DPSS web site:

http://www.ladpss.org/dpss/calworks/default.cfm

California Welfare Reform Legislation

The California Welfare Reform Legislation can be reviewed on the State of California's Web Site: http://www.sen.ca.gov Enacted Legislation on California Welfare Reform includes:

Bill Number	Enacted
AB 1542 – CalWORKs	08/11/97
AB 1260 - Convicted Felons	08/18/97
AB 67 - Social Serv. Trailer Bill	10/19/97
AB 2779 - Social Serv. Trailer	08/21/98
SB 171 - Low-Cost Insurance	10/10/99
SB 1639 – Education and Training	08/27/04
AB 855 - CalWORKs: Convicted Felons	09/02/05
AB 1808 – Human Services	07/12/06
AB 2989 - Work Activities	09/12/06
AB 314 – CalWORKs: Welfare-to-Work Activities	09/07/07

All-County Letter No. 97-72

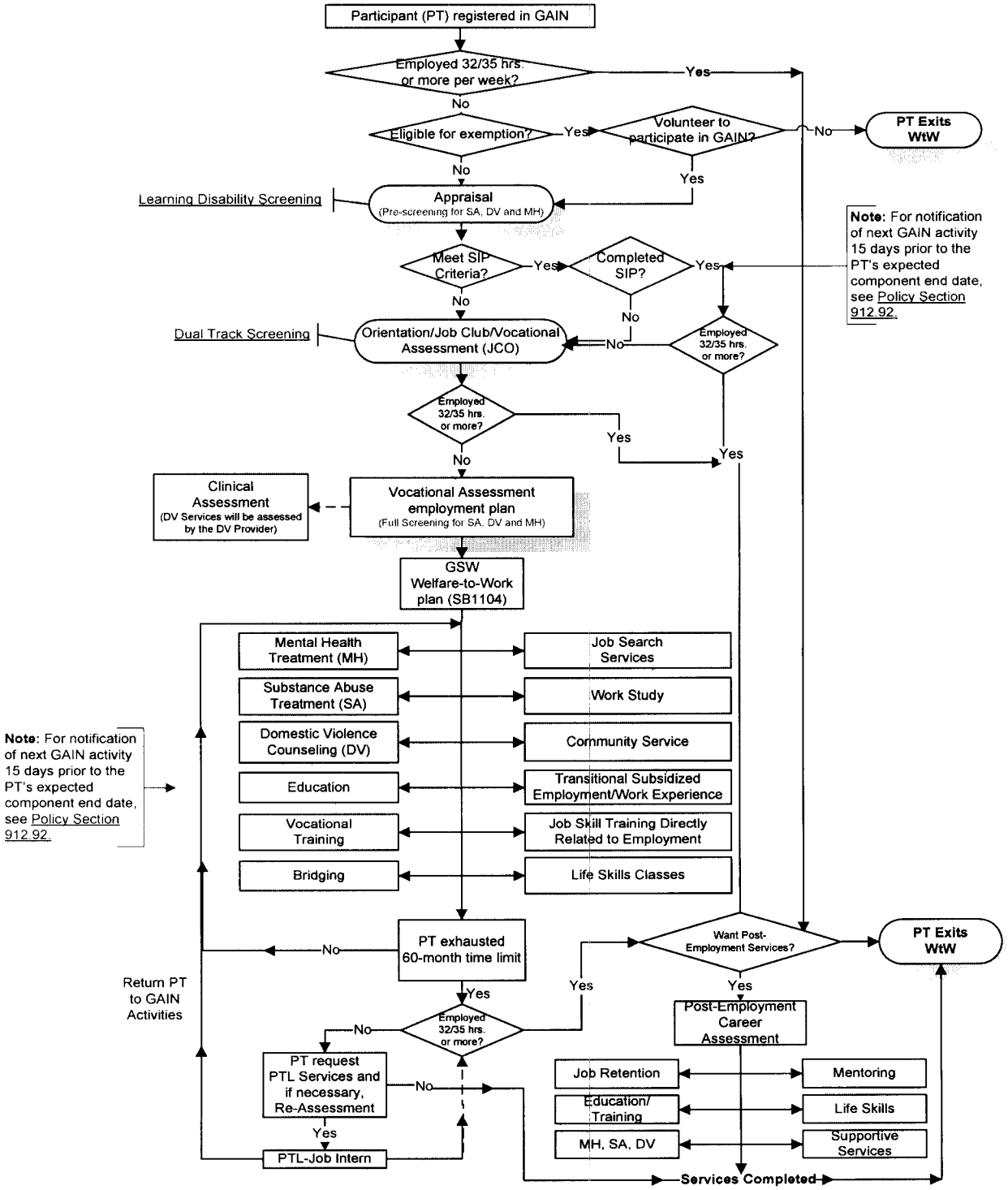
The All-County Letter No. 97-72 can be reviewed on the California Department of Social Services' Web Site: http://www.dss.cahwnet.gov/getinfo/acl/ACL_INDEX.pdf

C-6 WELFARE-TO-WORK SERVICE FLOW CHART

CHAPTER 100 – INTRODUCTION AND THE GAIN WELFARE-TO-WORK FLOW

131 DECISION CHART

.1 Welfare-to-Work (WtW) GAIN Decision Chart



C-7 LIST OF CURRENT DPSS VOCATIONAL ASSESSORS

NAME	ADDRESS
Career Options, Inc.	3250 Wilshire Blvd., Suite 1604 Los Angeles, CA 90010
Foster Assessment Center	1541 Wilshire Blvd., Suite 100 Los Angeles, CA 90017
Jewish Vocational Services	6505 Wilshire Blvd., Suite 200 Los Angeles, CA 90048
Long Beach City College	1305 E. Pacific Coast Hwy. Long Beach, CA 90806
L.A. Valley College Assessment Center	5800 Fulton Ave. Valley Glen, CA 91401
Verdugo Jobs Center	1255 S. Central Ave. Glendale, CA 91204

C-8 LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS

Domestic Violence Services Providers

Family Crisis Center
Antelope Valley Domestic Violence Council
Asian Pacific American Legal Center of Southern California
Bienvenidos Children's Center Inc.
Cambodian Association of American
Center for the Pacific Asian Family
Chicana Service Action Center, Inc.
Children's Institute International
Community Counseling Services of Los Angeles
Community Legal Services
Domestic Abuse Center
East Los Angeles Women's Center
Foothill Family Services
Harriet Buhai Center for Family Law
Haven Hills, Inc.
Helpline Youth Counseling, Inc.
House of Ruth, Inc.
Human Services Association
Institute for Multicultural Educational Services
Interval House
Jenesse Center, Inc.
Jewish Family Services/Family Violence Project
Legal Aid Foundation of Los Angeles
Los Angeles Center for Law & Justice
National Council on Alcohol & Drug Dependency
Neighborhood Legal Services of Los Angeles County
Ocean Park Community Center
Peace and Joy Care Center
Project: Peacemakers, Inc.
Prototypes
Rainbow Services, Ltd.
San Fernando Valley Community Mental Health Center, Inc.
San Pedro Community Legal Services
Santa Anita Family Services
Southern California Alcohol & Drug Programs, Inc.
Su Casa Family Crisis & Support Ctr.
Women's & Children Crisis Shelter, Inc.
Women Shelter of Long Beach
YWCA of Glendale Domestic Violence Project
YWCA of San Gabriel Valley

C-8 LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS

Substance Abuse Services Providers

Name	Facility Address	City/ZIP
ALCOHOLISM CENTER FOR WOMEN, INC.	1147 South Alvarado Street	Los Angeles 90006
ALCOHOLISM CENTER FOR WOMEN, INC.	1135 South Alvarado Street	Los Angeles 90006
ASIAN AMERICAN DRUG ABUSE PROGRAM, INC.	3838 Martin Luther King Boulevard	Los Angeles 90008
ASIAN AMERICAN DRUG ABUSE PROGRAM, INC.	3838 Martin Luther King Boulevard	Los Angeles 90008
ASIAN AMERICAN DRUG ABUSE PROGRAM, INC.	5318 South Crenshaw Boulevard	Los Angeles 90043
AVALON-CARVER COMMUNITY HEALTH CENTER	4920 South Avalon Boulevard	Los Angeles 90011
BEHAVIORAL HEALTH SERVICES, INC.	3421 East Olympic Boulevard	Los Angeles 90023
CA. HISPANIC COMMISSION ON ALCOHOL & DRUG ABUSE	5801 East Beverly Boulevard	Los Angeles 90022
CA. HISPANIC COMMISSION ON ALCOHOL & DRUG ABUSE	3125 North Broadway	Los Angeles 90031
CASA DE HERMANDAD, INC.	11821 West Pico Boulevard	W. Los Angeles 90064
CHABAD OF CALIFORNIA, INC.	5675 West Olympic Boulevard	Los Angeles 90036
CHARLES R. DREW UNIVERSITY OF MEDICINE & SCIENCE	9307 South Central Avenue	Los Angeles 90002
CHILDREN'S INSTITUTE INTERNATIONAL	711 South New Hampshire Avenue	Los Angeles 90005
CITY OF COMPTON	404 North Alameda Street	Compton 90222
CLINICA MONSENOR OSCAR A. ROMERO	2032 Marengo Street	Los Angeles 90033
CRI-HELP, INC.	2010 North Lincoln Park Avenue	Los Angeles 90031
DO IT NOW FOUNDATION	7060 Hollywood Boulevard, Suite 201	Hollywood, 90028
EL CENTRO DEL PUEBLO	760 South Westmoreland Avenue	Los Angeles 90005
HIS SHELTERING ARMS, INC.	11101 South Main Street	Los Angeles 90061
HOMELESS HEALTH CARE LOS ANGELES, INC.	2330 Beverly Boulevard	Los Angeles 90057
KOREAN YOUTH AND COMMUNITY CENTER, INC.	680 South Wilton Place	Los Angeles 90005
LOS ANGELES CENTERS FOR ALCOHOL & DRUG ABUSE	11015 Bloomfield Avenue	Santa Fe Springs 90670
MARY-LIND FOUNDATION	4445 Burns Avenue	Los Angeles 90029
MELA COUNSELING SERVICES CENTER, INC.	5240 East Beverly Boulevard, 2nd Floor	E. Los Angeles 90022
MID VALLEY RECOVERY SERVICES, INC.	453 South Indiana Street	Los Angeles 90063
MINI TWELVE STEP HOUSE, INC.	200 North Long Beach Boulevard	Compton, 90221
MINI TWELVE STEP HOUSE, INC.	303 East 52nd Street	Los Angeles 90011
MJB TRANSITIONAL RECOVERY, INC.	11152-11156 South Main Street	Los Angeles 90061
PEOPLE COORDINATED SERVICES OF SO. CA.	3021 South Vermont Avenue	Los Angeles 90007
PEOPLE IN PROGRESS, INC.	1636 West 8th Street, Suite 103	Los Angeles 90017
PLAZA COMMUNITY CENTER	4127 Ceasar Chavez Boulevard	Los Angeles 90063
SALVATION ARMY, A CALIFORNIA CORPORATION	3107 South Grand Avenue	Los Angeles 90007
SHIELDS FOR FAMILIES PROJECT, INC. (THE)	12021 South Wilmington Avenue, Parking Lot C	Los Angeles 90059
SO. CA. ALCOHOL & DRUG PROGRAMS, INC.	11500 Paramount Boulevard	Downey 90241
SPECIAL SERVICE FOR GROUPS	532 South Vermont Avenue, Suite 102	Los Angeles 90020
SPIRITT FAMILY SERVICES, INC.	13135 Barton Road	Whittier 90605
SUNRISE COMMUNITY COUNSELING CENTER	537 South Alvarado Street, 2Nd Floor	Los Angeles 90057
WATTS HEALTHCARE CORPORATION	8005 South Figueroa Street	Los Angeles 90003

C-8 LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS

Mental Health Services Providers

Facility Name	Address	City	Zip
Antelope Valley MHS	349-A EAST AVE. K-6, SUITE A	LANCASTER	93535
Palmdale Mental Health Center	1529 E. PALMDALE BL., STE.150	PALMDALE	93550
Pennylane, National Foundation for Treatment	190 SIERRA COURT, SUITE C-8	PALMDALE	93550
Child & Family Guidance Center	9650 ZELZAH AVE	NORTHRIDGE	91325
Child And Family Center	21704 GOLDEN TRIANGLE RD, #120	SAUGUS	91350
Child And Family/Newhall-OP	23504 LYONS AVE. #204	NEWHALL	91321
El Centro de Amistad	6800 OWENSMOUTH AVE. #310	CANOGA PARK	91303
Hillview Mental Health Center, Inc.	11500 ELDRIDGE AVE, SUITE 206	LAKE VIEW TERR	91342
San Fernando Mental Health Services	10605 BALBOA BLVD	GRANADA HILLS	91344
San Fernando Valley CMHC: CalWORKs Supportive Services	11565 LAUREL CANYON BLVD., #101	MISSION HILLS	91340
San Fernando Valley CMHC: Center for Family Living	14545 SHERMAN CIRCLE	VAN NUYS	91405
San Fernando Valley CMHC: MacDonald Carey OP	11631 VICTORY BLVD., SUITE 203	NO. HOLLYWOOD	91606
Santa Clarita Valley MHC	25050 PEACHLAND AVE, STE. 203	NEWHALL	91321
Stirling Behavioral Health Institute	15216 VANOWEN AVE, STE 2B	VAN NUYS	91361
Stirling Behavioral Health Institute	31824 VILLAGE CENTER RD, STE E	WESTLAKE VILLAGE	91361
Valley Coordination Children Services	19231 VICTORY BLVD, #110	RESEDA	91335
Verdugo Mental Health Center	3436 N. VERDUGO RD, #10	GLENDALE	91208
West Valley Mental Health Center	7621 CANOGA AVENUE	CANOGA PARK	91304
WRAP Family/SVS-API Network	6851 LENNOX AVE., #400	VAN NUYS	91405
Arcadia MHS	330 EAST LIVE OAK AVE	ARCADIA	91006
Asian Pacific Family Center	9353 E. VALLEY BLVD	ROSEMEAD	91770
Child and Family Svc(Tri City)	790 E. BON ITA AVE.	POMONA	91767
D Veal Family and Youth Services	855 N. ORANGE GROVE BL	PASADENA	91103
Enki LPVMHC - La Puente	160 SOUTH SEVENTH AVENUE	LA PUENTE	91744
ENKI Youth and Family Svcs - Covina	535 S SECOND AVE	COVINA	91723
I-CAN OP	2555 E. COLORADO BLVD, #100	PASADENA	91107
Pacific Clinics	1020 S. ARROYO PARKWAY	PASADENA	91105
Pacific Clinics	66 HURLBUT STREET	PASADENA	91105
Pacific Clinics/Irwindale OP	13177 RAMONA BLVD, STE C	IRWINDALE	91706
Pacific Clinics: East Foothill Guidance	902 S. MYRTLE AVE.	MONROVIA	91016
Pacific Clinics: East Youth Duarte	902 S. MYRTLE AVE.	MONROVIA	91016
Pacific Clinics: Fairoaks	909 SOUTH FAIR OAKS AVENUE	PASADENA	91105
Pacific Clinics	1007 N. LAKE AVE	PASADENA	91104

C-8 LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS

Mental Health Services Providers

Facility Name	Address	City	Zip
Children's Hospital of Los Angeles	5000 SUNSET BLVD, 7TH FL	LOS ANGELES	90027
Community Counseling Services Amanecer	1200 WILSHIRE BL., STE 210	LOS ANGELES	90017
Downtown Mental Health Services	529 S. MAPLE ST	LOS ANGELES	90013
Institute for Multicultural Counseling and Education Services (VERDUGO)	3580 WILSHIRE BL., STE. 200	LOS ANGELES	90010
Portals House-CLP	269 S MARIPOSA AVE	LOS ANGELES	90004
Portals Hse-Marisposa Club	269 S MARIPOSA AVE	LOS ANGELES	90004
Portals House-Wilshire	3345 Wilshire Boulevard, Suite 700	LOS ANGELES	90057
Seven Generations Child & Family Counseling Services American Indian	1135 WEST 6TH ST	LOS ANGELES	90017
SSG IndoChinese Counseling Ctr	605 W. OLYMPIC BLVD. STE 350	LOS ANGELES	90015
Didi Hirsch CMHC-Culver/Palms	11133 WASHINGTON BL.	CULVER CITY	90232
Didi Hirsch CMHC-Mar Vista	12420 VENICE BL, #200	MAR VISTA	90066
Didi Hirsch / Seputlveda CC	4760 S. SEPULVEDA BL	CULVER CITY	90230
E. D. Edelman MHS Adult and Children	11080 W. OLYMPIC BLVD. 1ST FL.	LOS ANGELES	90064
Mental Health Association-SHARE	5521 GROSVENOR BLVD	LOS ANGELES	90066
WRAP Family Services	8616 LA TIJERA BLVD. STE 200	LOS ANGELES	90045
Augustus F. Hawkins Comp. MHC	1720 EAST 120TH STREET	LOS ANGELES	90059
Compton Mental Health Center	322 WEST COMPTON BLVD, STE 202	COMPTON	90220
Didi Hirsch C.M.H.C-Manchester Cntr	1328 WEST MANCHESTER AVE.	LOS ANGELES	90044
Kedren Community Mental Health Center, Inc. - Child	4211 SOUTH AVALON BLVD	LOS ANGELES	90011
LA Child Guidance Clinic	3787 S VERMONT AVE	LOS ANGELES	90007
LA Child Guidance Clinic - Crenshaw	4401 CRENSHAW BL	LOS ANGELES	90043
LA Child Guidance Clinic/Prototype	7410 S BROADWAY	LOS ANGELES	90003
Portals - Community Connections	3873 S. WESTERN AVENUE	LOS ANGELES	90062
South Central Health And Rehabilitation Program (SCHARP)	5201 S. VERMONT AVENUE	LOS ANGELES	90037
Shields For Families (ICS)	12714 S. AVALON BL, #109	LOS ANGELES	90061
West Central Family Mental Health	3751 W. STOCKER ST	LOS ANGELES	90008
ALMA Family Services	9140 WHITTIER BLVD	PICO RIVERA	90660
Community Family Guidance Center	10929 SOUTH ST, SUITE 208B	CERRITOS	90701
Enki - East LA MHS - Bell Gardens	6001 CLARA ST.	BELL GARDENS	90201
Intercommunity Child Guidance Center	8106 S BROADWAY ST	WHITTIER	90606
Pacific Clinics: El Camino MHC	11721-A TELEGRAPH ROAD	SANTA FE SPRGS	90670
Rio Hondo Community MHC	17707 S. STUDEBAKER ROAD	CERRITOS	90703

C-8 LIST OF DPSS SPECIALIZED SUPPORTIVE SERVICES PROVIDERS

Mental Health Services Providers

Facility Name	Address	City	Zip
Roybal Family Mental Health Services	245 S FETTERLY AVE	LOS ANGELES	90022
San Antonio MHC Somos Familia	6450 GARFIELD AVENUE	BELL GARDENS	90201
Coastal Asian Pacific MH Services	14112 S KINGSLEY DRIVE	GARDENA	90249
Didi Hirsch Inglewood	111 N. LA BREA AVE, STE 201	INGLEWOOD	90301
DMH-Harbor-UCLA Medical Center	1000 W CARSON ST, BLDG. D-5	TORRANCE	90509
Greater Long Beach Child Guidance Center, Inc.	3711 LONG BEACH BLVD, STE. 600	LONG BEACH	90807
The Guidance Center - Long Beach	3711 LONG BEACH BLVD, STE. 600	LONG BEACH	90807
Long Beach Asian Pacific Mental Health Program	1975 LONG BEACH BLVD	LONG BEACH	90806
Long Beach Child & Adolescent Clinic	240 E. 20TH STREET	LONG BEACH	90808
Long Beach MHS Adult Clinic	1975 LONG BEACH BLVD	LONG BEACH	90806
San Pedro Mental Health Services	769 WEST THIRD STREET	SAN PEDRO	90731
South Bay Mental Health Services	2311 WEST EL SEGUNDO BLVD	HAWTHORNE	90250
WRAP Family Services	3530 ATLANTIC AVE. STE 202	LONG BEACH	90807
1736 Family Crisis Center	2116 ARLINGTON AVE., SUITE 200	LOS ANGELES	90018
1736 Family Crisis Center	21707 HAWTHORNE BLVD.	TORRANCE	90220

GAIN CASE MANAGEMENT SERVICES CONTRACT
C-9 SAMPLE MONTHLY INVOICE

Invoice Date: _____ **Service Month:** _____

Contract Number: _____ **Taxpayer ID Number:** _____

VENDOR NAME
ATTENTION:
ADDRESS:
CITY, STATE, ZIP CODE

GAIN CASE MANAGEMENT MONTHLY COMPENSATION

TOTAL GAIN Case Management Flat Monthly Fee Claimed: $ _____

_____ _____
Contractor's Authorizing Signature Date Signed

_____ _____
Print Name Telephone Number

ADJUSTMENTS TO MONTHLY COMPENSATION
(To be completed by County Contract Administrator)

BASIC MONTHLY COMPENSATION: **$** _____

Minus Disallowed Telephone Costs Previously Paid **$** _____

Minus Other Fiscal Deductions as specified in Contract
Specify: _____ **$** _____

SUBTOTAL DUE TO CONTRACTOR: **$** _____

Plus (+) Performance-based Pay Increase **OR**
Minus (-) Fiscal Reduction of Performance Payment **$** _____
(Refer to Contract, Section 9.0, Performance-based Compensation)

TOTAL DUE TO CONTRACTOR: **$** _____

_____ _____
County Contract Administrator's Signature Date Signed

CASE MANAGEMENT SERVICES CONTRACT

ATTACHMENTS B - X
REQUIRED FORMS, COUNTY ORDINANCES AND POLICIES

JANUARY 1, 2009

COUNTY REQUIRED FORMS

ATTACHMENT B - CONTRACTOR BUDGETS

GAIN CASE MANAGEMENT SERVICES
ONE MONTH START-UP BUDGET SHEET FOR GAIN REGION II & VII

DIRECT COST

Payroll	FTE*	Hourly Rate	Monthly Salary	Total
Contract Manager	1.0	$ 54.38	$ 4,583	
Back-up Contract Manager	2.0	$ 37.33	$ 6,292	
Accounting Manager	1.0	$ 37.33	$ 3,146	
QA/Training Manager	1.0	$ 37.33	$ 3,146	
HR Generallist	1.0	$ 35.23	$ 2,969	
IT Specialist	1.0	$ 26.75	$ 2,254	
Career Consultant Supervisor	8.0	$ 25.29	$ 17,050	
QA Specialist	2.0	$ 23.89	$ 4,027	
Training Specialist	1.0	$ 23.89	$ 2,013	
Executive Assistant / Facilities Coordinator	1.0	$ 21.33	$ 1,797	
Business Services Specialist	8.0	$ 21.33	$ 14,379	
Lead Career Consultant	11.0	$ 20.47	$ 18,981	
Career Consultant/Childcare Coordinator	2.0	$ 18.28	$ 578	
Career Consultant/Homeless Services	1.0	$ 18.28	$ 289	
Career Consultant	113.0	$ 18.28	$ 32,649	
Workshop Faciltator	3.0	$ 18.28	$ 867	
Work Experience Coordinator	2.0	$ 18.28	$ 3,082	
LACOE Liaison/Job Club	4.0	$ 18.28	$ 6,164	
Audit/Exemption Liaison	2.0	$ 18.28	$ 3,082	
Unit Clerk	14.0	$ 16.32	$ 3,610	
Office Assistant	7.0	$ 16.32	$ 9,628	
Total Salaries and Wages				$ 140,587

* FTE=Full Time Equivalent Positions (Monthly Salary reflect actual costs associated with start-up training)

Employee Benefits	No. of Employees	Monthly Cost	
Medical Insurance	186.0	$ 5,368	
Dental Insurance	186.0	$ 432	
Life Insurance	186.0	$ 258	
Transportation Benefit	186.0	$ 87	
Severance Pay	186.0	$ 124	
Tuition Reimbursement	186.0	$ 37	
401K Match	186.0	$ 287	
Leave - All Purpose	186.0	$ 468	
Benefit Admin Fees	186.0	$ 22	
Total Benefits			$ 7,083

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)	Monthly Cost	
FICA	$ 3,152	
SUI	$ 305	
Worker's Compensation	$ 276	
FUTA	$ 105	
Misc Payroll Expenses	$ 17	
Total Payroll Taxes		$ 3,855

Insurance (List Type/Coverage. See RFP Appendix A, Paragraph 8.25, 8.26, Insurance)	Monthly Cost	
Insurance - Property	$ 316	
Insurance - Liability	$ 549	
Total Insurance Costs		$ 865

Miscellaneous Direct Costs	Monthly Cost	
Travel	$ 102	
Phone	$ 286	
Printing/Copies	$ -	
Office/Administration	$ 925	
Recruiting	$ 219,666	
Bond	$ 36,667	
Occupancy	$ 37,500	
Training	$ 160,980	
Postage	$ -	
Equipment	$ 29,079	
Total Miscellaneous Direct Costs		$ 485,205

TOTAL DIRECT COST		$ 637,595

INDIRECT COST	Monthly Cost	
Management Overhead	$ 92,094	
TOTAL INDIRECT COST		$ 92,094

TOTAL DIRECT AND INDIRECT COST		$ 729,688
PROFIT (Please enter the percentage: 5% **)**		$ 37,758
TOTAL START-UP COSTS		$ 767,447

Section 3: Start-up Budget Narrative Sheet

All proposals must have a Required Line Item Budget Narrative sheet attached to each budget sheet, providing a thorough and clear explanation of all projected line item budget costs. The narrative must follow the same sequence as the line item budgets, and include an explanation of the method of allocating costs for any joint or shared budget item. This includes, but is not limited to, an explanation of what staffing ratios were used in determining the number of Full-Time Equivalents (FTEs) the Proposer believes would be best in providing this RFP's services. The budget and budget narrative will be made a part of the contract with the selected Vendor.

START-UP BUDGET NARRATIVE, COMBINED REGIONS II & VII

As an experienced provider of outsourced health and human services, PSI has overseen numerous transitions for large, complex projects. We have the corporate infrastructure, staff experience, and project management skills needed to successfully transition services from the current vendor in Regions II and VII while ensuring the seamless delivery of case management services to GAIN participants. We understand that the implementation period for the contracts in each region will be from November 1, 2008 (or one day following Board approval) to December 1, 2008. PSI will begin delivering services on December 1, 2008. Our start-up budget of $767,447 was carefully designed to ensure a successful and smooth transition of services from the incumbent contractor to PSI. Start-up costs are detailed below.

Direct Costs

PSI's direct costs for start up include the following:

Payroll, Employee Benefits, and Payroll Taxes

PSI's is proposing a total site staff of 186 FTE in Region's II & VII. Of those 186 staff, PSI will train non-incumbent staff for two weeks and allow any incumbent staff that opts to transfer a brief PSI-specific training (15 hours approximately) to ensure a smooth transfer in December. This line item includes the salary costs for staff that will start on November 1st to support implementation and the costs for staff that undergo training.

The following salary, fringe, and payroll tax costs include the costs of management staff that will begin on November. 1st. Management staff salaries for the full month of November include our Contract Manager, Backup Contract Managers for each region, Quality Assurance Manager, Site Accounting Manager, and Trainer, as well as the balance of new front line staff--including supervisors, career consultants, business services specialists, workshop facilitators, etc--which will need to be hired and trained during the last two weeks of November. PSI's fringe expenses represent 25.9% of salaries. Benefits include a medical and prescription plan, a dental plan, life insurance, transportation benefit, severance pay, tuition reimbursement, a 401K plan match, and all purpose leave; on average, these benefits are valued annually at $9,959 per employee. PSI's tax contributions for each employee cover FICA, federal unemployment insurance (FUTA), state unemployment insurance, workers' compensation, and miscellaneous payroll expenses.

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Direct Cost	Start-up
Salaries (Payroll)	$140,587
Medical Insurance	$5,368
Dental Insurance	$432
Life Insurance	$258
Transportation Benefit	$87
Severance Pay	$124
Tuition Reimbursement	$37
401K Match	$287
Leave - All Purpose	$468
Benefit Admin Fees	$22

Direct Cost	Start-up
FICA	$3,152
SUI	$305
Worker's Compensation	$276
FUTA	$105
Misc Payroll Expenses	$17

Insurance

Insurance is allocated on per FTE basis for those staff that will start in November. These charges represent the cost of this coverage.

Direct Cost	Start-up
Property	$316
Liability	$549

Miscellaneous Direct Costs

Miscellaneous direct costs include the following:

Travel

This cost allocation covers travel expenses that will be incurred by our training, support, and management staff during implementation.

Phone

Consistent with our experience and with data provided by the Department, we have incorporated recurring telephone charges to cover all long-distance, toll, and charged calls. We anticipate that phone costs will only be incurred in Region VII where we are providing the facility. This cost in this line reflects a full month of phone costs for Region VII since we plan have our facility ready for staff by November 1st.

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Office Administration

Office Administration includes items such as paper, pens, calendars, and other office supplies and is estimated on a per FTE basis. This line item reflects a one-month per FTE cost for these items.

Recruiting

PSI will need to engage in a comprehensive recruitment during the start-up phase. This line item includes the costs for meeting with and interviewing all incumbent staff, as well as for recruiting new staff for positions that are not filled by incumbent staff. Included in the recruiting costs are testing and assessing both new and incumbent candidates in areas such as customer service and MS office and conducting the required background and reference checks.

Bond

This line item includes the one-month cost of the bond required by the RFP.

Occupancy

PSI will maintain and outfit a facility in Burbank as required to provide GAIN services for Region VII. We are providing a fully-equipped facility with ample space and equipment for supervised client job search and for client pre-vocational training. This line item reflects the occupancy costs for one month. For Region II, we will co-locate in the County GAIN offices. The Burbank office will serve as a business office for both regions to meet the minimum mandatory requirements of the RFP.

Training and Short-term Additional Staff to Address Performance Initiatives

During the transition period, PSI will provide PSI-specific training for new staff on our sector-based case management strategies. This line item includes the costs of curriculum development and the salary and training costs for the additional staff required to boost performance for the last two weeks in November. These staff are necessary to help implement our sector-based service delivery model, re-engage participants given the low work participation rates, and coordinate new W-t-W plans that will need to be put in place that make sure participants are assigned to appropriate and countable activities.

Equipment

Our equipment costs for Region II are minimal. For Region II, PSI will incur a connectivity charge in order to enable all employees to access our corporate systems for time and attendance tracking and payroll.

In Region VII, where we need to provide a full facility to serve GAIN participants, PSI is providing all computers, printers, furniture, copier and tenant improvement at the facility. In addition to computers and equipment for staff, we include costs for computers for GAIN participants to use for online pre-vocational training, supervised job search, and online career exploration and soft skills training in Region VII. If awarded the combined contract award, we hope to leverage the job search/training area for pre-vocational training and expanded retention and career advancement soft skills training and workshops for both regions. The equipment purchased has been depreciated over 36 months, so the line item below reflects one month depreciation cost.

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Direct Cost	Start-up
Travel	$102
Phone	$286
Office/Administration	$925
Recruiting	$219,666
Bond	$36,667
Occupancy	$37,500
Training	$160,980
Equipment	$29,079

Indirect Costs

PSI's indirect costs include our management overhead and profit, as detailed below.

Management Overhead

Our cost allocation method was prepared in accordance with 48 CFR Part 31 to cover allowable costs only. The spirit of this document is to treat similar costs consistently among the various Federal awards and between Federal and non-Federal awards/activities. Therefore, in this document, the accounting treatment of Federal and non-Federal funding sources for the purpose of allocation is identical. Costs fall into two categories: direct expenses and indirect/joint costs. Direct costs are charged directly to final cost objectives and do not require any further allocation. Indirect/Joint costs fall into one of the following categories: 1) Costs that cannot be readily assigned to a final cost objective, but which are directly charged to an intermediate cost objective or cost pool and subsequently allocated to final cost objectives; and 2) Costs that are not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved. This section represents our indirect costs.

Indirect Cost	Start-up
Management Overhead	$92,094

Profit

PSI offers an approach to GAIN case management that maximizes quality and value for the Department of Public Social Services. We believe that a profit allocation gives both the Department and PSI the opportunity to properly align our incentives in an effort to generate the best possible results.

Profit	Start-up
Profit	$37,758

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CONCLUSION: THE PSI ADVANTAGE

PSI is committed to providing a successful transition. Because outsourcing is our main line of business, PSI can successfully address the challenges of complex program transitions. Over the last 17 years, PSI has started up—or transitioned from another vendor—more than 65 outsourced government operations. We bring strong corporate support resources and the ability to quickly allocate resources and manage transitions to the start-up required by this contract.

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GAIN CASE MANAGEMENT SERVICES
ONGOING MONTHLY BUDGET SHEET FOR GAIN REGION II & VII

DIRECT COST

Payroll	FTE*	Hourly Rate	Monthly Salary	Ongoing Monthly
Contract Manager	1.0	$ 54.38	$ 9,426	
Back-up Contract Manager	2.0	$ 37.33	$ 12,941	
Accounting Manager	1.0	$ 37.33	$ 6,471	
QA/Training Manager	1.0	$ 37.33	$ 6,471	
HR Generallist	1.0	$ 35.23	$ 6,107	
IT Specialist	1.0	$ 26.75	$ 4,637	
Career Consultant Supervisor	8.0	$ 25.29	$ 35,066	
QA Specialist	2.0	$ 23.89	$ 8,282	
Training Specialist	1.0	$ 23.89	$ 4,141	
Executive Assistant / Facilities Coordinator	1.0	$ 21.33	$ 3,697	
Business Services Specialist	8.0	$ 21.33	$ 29,573	
Lead Career Consultant	11.0	$ 20.47	$ 39,038	
Career Consultant/Childcare Coordinator	2.0	$ 18.28	$ 6,338	
Career Consultant/Homeless Services	1.0	$ 18.28	$ 3,169	
Career Consultant	113.0	$ 18.28	$ 358,121	
Workshop Facilitator	3.0	$ 18.28	$ 9,508	
Work Experience Coordinator	2.0	$ 18.28	$ 6,338	
LACOE Liaison/Job Club	4.0	$ 18.28	$ 12,677	
Audit/Exemption Liaison	2.0	$ 18.28	$ 6,338	
Unit Clerk	14.0	$ 16.32	$ 39,603	
Office Assistant	7.0	$ 16.32	$ 19,801	
Total Salaries and Wages				$ 627,743

* FTE=Full Time Equivalent Positions

Employee Benefits	No. of Employees	Monthly Cost	
Medical Insurance	186.0	$ 79,901	
Dental Insurance	186.0	$ 6,428	
Life Insurance	186.0	$ 3,838	
Transportation Benefit	186.0	$ 1,299	
Severance Pay	186.0	$ 1,840	
Tuition Reimbursement	186.0	$ 556	
401K Match	186.0	$ 4,278	
Leave - All Purpose	186.0	$ 6,960	
Benefit Admin Fees	186.0	$ 321	
Total Benefits			$ 105,422

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)	Monthly Cost	
FICA	$ 46,921	
SUI	$ 4,539	
Worker's Compensation	$ 4,101	
FUTA	$ 1,563	
Misc Payroll Expenses	$ 253	
Total Payroll Taxes		$ 57,377

Insurance (List Type/Coverage. See RFP Appendix A, Paragraph 8.25, 8.26, Insurance)	Monthly Cost	
Insurance - Property	$ 1,510	
Insurance - Liability	$ 2,620	
Total Insurance Costs		$ 4,130

Miscellaneous Direct Costs	Monthly Cost	
Travel	$ 506	
Phone	$ 1,414	
Printing/Copies	$ 1,555	
Office/Administration	$ 4,578	
Recruiting	$ 3,230	
Bond	$ 23,725	
Occupancy	$ 37,500	
Training	$ 11,959	
Postage	$ 1,555	
Equipment	$ 29,079	
Total Miscellaneous Direct Costs		$ 115,102

TOTAL ONGOING MONTHLY DIRECT COST	$ 909,773

INDIRECT COST	Monthly Cost	
Management Overhead	$ 131,407	
TOTAL ONGOING MONTHLY INDIRECT COST		$ 131,407

TOTAL DIRECT AND INDIRECT COST		$ 1,041,180
PROFIT (Please enter the percentage:	**5%**)	$ 53,877
TOTAL ONGOING MONTHLY COSTS		$ 1,095,057

Section 3: Budget Narrative Sheet

All proposals must have a Required Line Item Budget Narrative sheet attached to each budget sheet, providing a thorough and clear explanation of all projected line item budget costs. The narrative must follow the same sequence as the line item budgets, and include an explanation of the method of allocating costs for any joint or shared budget item. This includes, but is not limited to, an explanation of what staffing ratios were used in determining the number of Full-Time Equivalents (FTEs) the Proposer believes would be best in providing this RFP's services. The budget and budget narrative will be made a part of the contract with the selected Vendor.

BUDGET NARRATIVE, COMBINED REGIONS II & VII

PSI offers a clear and powerful value proposition—through innovative case management practices, experience and knowledge of best practices, and partnerships, PSI can help improve the County's Work Participation Rates in the contracted regions, and assist GAIN participants in finding and retaining self-sustaining employment. We understand that the Department of Public Social Services (DPSS) seeks performance improvement and innovative approaches to addressing barriers to employment. PSI has developed a comprehensive system of intensive case management and pre-vocational training that focuses on career development and career advancement based on identified industry sector labor market demands. Additionally, we supplement our intensive case management and training model with a rigorous continuous quality improvement and monitoring system that ensures high quality outcomes and achievement of the County's desired performance metrics.

PSI's precise cost quotation reflects a thorough analysis of the parameters laid out in the RFP, and it represents the resources needed to exceed performance at the levels expected by the Department and the people of Los Angeles. We demonstrate throughout our technical proposal that PSI has the stability and corporate values to ensure both excellent performance and a highly productive partnership with the Department. PSI's 17-month budget of $18,615,969 was carefully designed to maximize program effectiveness. This budget is based on the historical data provided by the county and does not reflect an increase in case volumes. Our approach incorporates a high-quality, high-performance strategy that can be delivered efficiently, thus making the best use of local resources. Operating the two regions' together will create an opportunity to effectively use management and staff resources. In addition, there are reduced cost in having one facility, training costs, reduced bond cost and less equipment.

Direct Costs

PSI's direct costs include the following:

Payroll, Employee Benefits, and Payroll Taxes

High morale and low staff turnover are critical to meeting the Department's expectations for program outcomes. To reach our goals in these areas, we must maintain adequate staffing levels; to do this, we offer competitive compensation, challenging training opportunities, and an attractive benefits package.

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PSI's is proposing a total site staff of 186 FTE in Region's II & VII. Our caseload-to-caseworker ratio is estimated to be 85:1; this was determined on the basis of the caseload data provided by the Department and the total career consultants.

PSI incurs fringe expenses that include employee benefits and taxes; together, they represent 25.9% of salaries. Benefits include a medical and prescription plan, a dental plan, life insurance, transportation benefit, severance pay, tuition reimbursement, a 401K plan match, and all purpose leave; on average, these benefits are valued annually at $9,959 per employee. PSI's tax contributions for each employee cover FICA, federal unemployment insurance (FUTA), state unemployment insurance, workers' compensation, and miscellaneous payroll expenses.

Direct Cost – Payroll and Benefits	17 Months
Salaries (Payroll)	$10,671,624
Medical Insurance	$1,358,317
Dental Insurance	$109,280
Life Insurance	$65,241
Transportation Benefit	$22,091
Severance Pay	$31,280
Tuition Reimbursement	$9,453
401K Match	$72,722
Leave - All Purpose	$118,324
Benefit Admin Fees	$5,463

Direct Cost – Payroll Taxes	17 Months
FICA	$797,662
SUI	$77,158
Worker's Compensation	$69,716
FUTA	$26,566
Misc Payroll Expenses	$4,299

Insurance

PSI makes every effort to ensure a safe and secure workplace. We underscore this commitment with comprehensive property and liability insurance for our sites. Insurance is allocated on per FTE basis. These charges represent the cost of this coverage.

Direct Cost – Insurance	17 Months
Property	$25,675
Liability	$44,537

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Miscellaneous Direct Costs

Miscellaneous direct costs for the combined regions include:

Travel

This cost allocation covers travel expenses that will be incurred by our training, support, and management staff.

Phone

Consistent with our experience and with data provided by the Department, we have incorporated recurring telephone charges to cover all long-distance, toll, and charged calls. We anticipate that phone costs will only be incurred in Region VII where we are providing the facility. We have not included costs for Language Line since the County will cover this cost, per the RFP language.

Printing & Copies

PSI recognizes that effective case management will require frequent communication with participants. This charge is designed to cover the printing and copies of notices that will sustain this communication.

Office Administration

Office Administration includes items such as paper, pens, calendars, and other office supplies and is estimated on a per FTE basis.

Recruiting

PSI thoroughly interviews and evaluates all potential new hires. We have allocated estimated costs in this line item for recruiting new staff over the 17-month term of the contract that meet the stringent qualifications that we seek. Included in the recruiting line item are the costs of testing and assessing candidates in areas such as customer service and MS office and conducting the required background and reference checks.

Bond

The line item shows the cost of the bond required by the RFP.

Occupancy

PSI will maintain and outfit a facility in Burbank as required to provide GAIN services for Region VII. We are providing a fully-equipped facility with ample space and equipment for supervised client job search and for client pre-vocational training. For Region II, we will co-locate in the County GAIN offices. The Burbank office will serve as a business office for both regions to meet the minimum mandatory requirements of the RFP.

Training and Short-term Additional Staff to Address Performance Initiatives

PSI will provide PSI-specific training for new and incumbent staff on our sector-based case management strategies, as well as provide on-going remedial staff training as necessary. In addition to the costs of curriculum development, PSI includes in this line item, the cost of 12 additional staff for the first four months of the contract to boost performance. These staff are necessary to help implement our sector-based service delivery model, re-engage participants given the low work participation rates, and coordinate new W-t-

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W plans that will need to be put in place that make sure participants are assigned to appropriate and countable activities.

Postage

PSI recognizes that effective case management will require frequent communication with participants. This charge is designed to cover the mailing of notices that will sustain this communication.

Equipment

Our equipment costs for Region II are minimal. For Region II, PSI will incur a connectivity charge in order to enable all employees to access our corporate systems for time and attendance tracking and payroll.

In Region VII, where we need to provide a full facility to serve GAIN participants, PSI is providing all computers, printers, furniture, copier and tenant improvement at the facility. In addition to computers and equipment for staff, we include costs for computers for GAIN participants to use for online pre-vocational training, supervised job search, and online career exploration and soft skills training in Region VII. If awarded the combined contract award, we hope to leverage the job search/training area for pre-vocational training and expanded retention and career advancement soft skills training and workshops for both regions.

Direct Cost – Miscellaneous Expenses	17 Months
Travel	$8,606
Phone	$24,034
Printing/Copies	$26,434
Office/Administration	$77,821
Recruiting	$54,917
Bond	$403,333
Occupancy	$637,500
Training	$203,311
Postage	$26,434
Equipment	$494,341

Indirect Costs

PSI's indirect costs include our management overhead and profit, as detailed below.

Management Overhead

Our cost allocation method was prepared in accordance with 48 CFR Part 31 to cover allowable costs only. The spirit of this document is to treat similar costs consistently among the various Federal awards and between Federal and non-Federal awards/activities. Therefore, in this document, the accounting treatment of Federal and non-Federal funding sources for the purpose of allocation is identical. Costs fall into two categories: direct expenses and indirect/joint costs. Direct costs are charged directly to final cost objectives and do not require any further allocation. Indirect/Joint costs fall into one of the following categories: 1)

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Costs that cannot be readily assigned to a final cost objective, but which are directly charged to an intermediate cost objective or cost pool and subsequently allocated to final cost objectives; and 2) Costs that are not readily assignable to the cost objectives specifically benefited without effort disproportionate to the results achieved. This section represents our indirect costs.

Indirect Cost	17 Months
Management Overhead	$2,233,915

Profit

PSI offers an approach to GAIN case management that maximizes quality and value for the Department of Public Social Services. We believe that a profit allocation gives both the Department and PSI the opportunity to properly align our incentives in an effort to generate the best possible results.

Profit	17 Months
Profit	$915,905

CONCLUSION: THE PSI ADVANTAGE

PSI is committed to the long-term success of this project, and we have ensured that our cost proposal reflects the appropriate level of resources necessary to meet and exceed the Department's performance objectives. PSI's corporate values, staff expertise, proven track record of smooth transitions, and comprehensive knowledge of the resources required to provide the scope of services combine to make PSI the best qualified vendor for this project.

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GAIN CASE MANAGEMENT SERVICES
MONTHLY EMPLOYEE BENEFITS

MEDICAL INSURANCE/HEALTH PLAN

Employer Pays: $see attached* Employee Pays: $ see attached* Total Premium: $see attached*

Annual Deductible:

Employee: $Base Plan: $750 / Base Plus Plan: $400

Family: $Base Plan: $1500 / Base Plan Plus: $800

Coverage (x):

Hospital Care (In Patient and Out Patient Services)

X-Ray & Laboratory

Surgery

Office Visits

Pharmacy

Maternity

Mental Health/Chemical Dependency, Inpatient

Mental Health/Chemical Dependency, Outpatient

Dental Insurance

Employer Pays: $see attached* Employee Pays: $see attached* Total: $see attached *

Life Insurance

Employer Pays: $ 8750 Employee Pays: $ 0.00 Total: $ 8750 per employee

Vacation

Number of Days: see attached* and Any Increase After see attached*

Years of Employment, Number of Days or Hours: see attached*

Sick leave

Number of Days: see attached* Per Year, And

Any Increase or Accumulation, Number of Days or Hours: see attached*

Holidays

Number of Days: 9 Per Year

Retirement PSI will match 50 cents for every dollar that an employee contributes, up to 6% of their eligible compensation.

Employer Pays: $see note above Employee Pays: $see note above Total: $see note above

* Due to the multi-tiered, variable health care and dental plans PSI offers our employees, we have attached to this form our 2008 PSI Monthly Benefit Cost for Medical/Rx and Dental Plans.

2008 PSI Monthly Benefit Costs for Medical/Rx and Dental Plans

BENEFIT PLAN	PSI Cost Per Month	Employee Cost Per Month	Total Cost Monthly
MEDICAL/RX BASE PLAN			
Tier 1 - Annual base pay $30k or less			
EE Only	$342.91	$38.10	$381.01
EE + Spouse	$567.78	$213.23	$781.01
EE + Child	$574.47	$130.40	$704.87
Family	$861.85	$243.08	$1,104.93
Tier 2 - Annual base pay of more than $30k up to 90k			
EE Only	$323.86	$57.15	$381.01
EE + Spouse	$538.88	$242.13	$781.01
EE + Child	$554.91	$149.96	$704.87
Family	$825.39	$279.54	$1,104.93
Tier 3 - Annual base pay of more than $90k			
EE Only	$285.76	$95.25	$381.01
EE + Spouse	$509.98	$271.03	$781.01
EE + Child	$535.35	$169.52	$704.87
Family	$788.93	$316.00	$1,104.93
MEDICAL/RX BASE PLUS PLAN			
Tier 1 - Annual base pay $30k or less			
EE Only	$327.48	$118.29	$445.77
EE + Spouse	$515.95	$397.91	$913.86
EE + Child	$536.93	$287.78	$824.71
Family	$797.21	$495.55	$1,292.76
Tier 2 - Annual base pay of more than $30k up to 90k			
EE Only	$305.57	$140.20	$445.77
EE + Spouse	$482.52	$431.34	$913.86
EE + Child	$512.76	$311.95	$824.71
Family	$755.59	$537.17	$1,292.76
Tier 3 - Annual base pay of more than $90k			
EE Only	$261.76	$184.01	$445.77
EE + Spouse	$449.50	$464.36	$913.86
EE + Child	$488.88	$335.83	$824.71
Family	$714.46	$578.30	$1,292.76
DENTAL BASE PLAN			
EE Only	$24.05	$3.00	$27.05
EE + Spouse	$31.77	$21.00	$52.77
EE + Child	$36.18	$12.50	$48.68
Family	$50.38	$24.00	$74.38
DENTAL BUY-UP PLAN			
EE Only	$21.03	$15.00	$36.03
EE + Spouse	$28.39	$41.90	$70.29
EE + Child	$29.85	$35.00	$64.85
Family	$46.59	$52.50	$99.09

Vacation & Sick Leave - our paid time off is all inclusive. Please see chart below:

PSI Employees Vacation and Sick Leave

›ars of Service	APL Accrual Rate	Annual APL	Accrual APL Accrual Maximum/Cap
-5 years	.0576	15 days / 120 hours	15 days / 120 hours
5+ - 10 years	.0769	20 days / 160 hours	20 days / 160 hours
10+ - 20 years	.0884	23 days / 184 hours	23 days / 184 hours
20+ years	.0961	25 days / 200 hours	25 days / 200 hours

ATTACHMENT C - CERTIFICATION OF NO CONFLICT OF INTEREST

Exhibit C-9 — 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 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

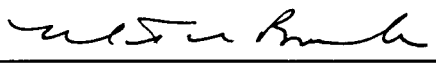
    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

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

Martin G. Bobroske
Proposer Name

Executive Vice President
Proposer Official Title


Official's Signature

ATTACHMENT D - FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

Exhibit C-10 — Familiarity with the County Lobbyist Ordinance Certification

The Proposer certifies that:

1) It is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;

2) All persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and

3) It is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: _____ Date: April 14, 2008

LOBBYIST CERTIFICATION

ATTACHMENT E - COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

(To be completed during start up month)

CONTRACT NAME: GAIN CASE MANAGEMENT SERVICES CONTRACT

CONTRACT NO.: _____

COUNTY CONTRACT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax No.: _____

E-Mail Address: _____

COUNTY CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax No.: _____

E-Mail Address: _____

COUNTY CONTRACT PROGRAM MONITOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax No.: _____

E-Mail Address: _____

ATTACHMENT F - CONTRACTOR'S ADMINISTRATION

ATTACHMENT 5
Revised Exhibit C-12

Exhibit C-12 – Contractor's Administration

CONTRACTOR'S AGENCY'S NAME: Policy Studies Inc.

CONTRACT NO: RFP GCM #08-01; Contract number will be provided once County assigns one upon contract award.

EXECUTIVE DIRECTOR:

Name: Martin G. Bobroske

Title: Executive Vice President

Address: 1899 Wynkoop Street, Suite 300, Denver, CO 80202

Telephone: (303)863-0900

Fax No.: (303)295-0244

E-Mail Address: MBobroske@Policy-Studies.com

CONTRACTOR'S CONTRACT MANAGER:

Name: Anita Yang

Title: Contract Manager

Address: 1899 Wynkoop Street, Suite 300, Denver, CO 80202*

Telephone: (303)863-0900

Fax No.: 303-295-0244

E-Mail Address: anita.yang@sbcglobal.net

Notices to Contractor shall be sent to the following:

Name: Eric Rubin, Dawn Gelle, Ron Fleming

Title: Chief Operating Officer; Regional Vice President; Client Relationship Executive

Address: 1899 Wynkoop Street, Suite 300, Denver, CO 80202

Telephone: (303)863-0900

Fax No.: (303)295-0244

E-Mail Address: ERubin@Policy-Studies.com, DGelle@Policy-Studies.com, RFleming@Policy-Studies.com

*PSI will provide the County with an updated address once a specific physical location has been chosen.

ATTACHMENT G – CONTRACTOR'S EEO CERTIFICATION

Exhibit C-13 - Proposer's Equal Employment Opportunity (EEO) Certification

Policy Studies Inc.
Company Name

1899 Wynkoop Street, Suite 300, Denver, CO 80202
Address

84-093-8521
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(x)	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(x)	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(x)	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(x)	( )

Signature

April 14, 2008
Date

Martin G. Bobroske, Executive Vice President
Name and Title of Signer (please print)

EEO CERTIFICATION

ATTACHMENT H - CONTRACTOR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

Exhibit C-14 — Proposer's Nondiscrimination in Services Certification

Policy Studies Inc.
Company Name

1899 Wynkoop Street, Suite 300, Denver, CO 80202
Address

84-093-8521
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.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in services and benefits.	(x)	( )
2. Proposer periodically monitors the equal provision of services to ensure nondiscrimination.	(x)	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(x)	( )
3. When problem areas are identified in equal provisions of services and benefits, the Proposer has a system for taking reasonable corrective action within a specified length of time.	(x)	( )

Signature

April 14, 2008
Date

Martin G. Bobroske, Executive Vice President
Name and Title of Signer (please print)

NONDISCRIMINATION IN SERVICES CERTIFICATION

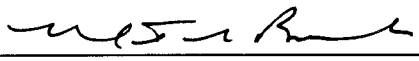
ATTACHMENT I – ASSURANCE OF COMPLIANCE OF CIVIL RIGHTS RESOLUTION AGREEMENT WITH LOS ANGELES COUNTY DPSS

Exhibit C-15 – Contractor Assurance of Compliance of Civil Rights Resolution Agreement with Los Angeles County Department of Public Social Services

We, Policy Studies Inc., 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, Policy Studies Inc., 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, Policy Studies Inc., agrees to comply with the provisions set forth in the Resolution Agreement aforementioned. Further, Policy Studies Inc., agrees to comply with the requirements of the Resolution Agreement and Policy Studies Inc. 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, Policy Studies Inc., agree to the aforementioned.



Director's Signature (Contractor)

April 14,2008
Date

1899 Wynkoop Street, Suite 300, Denver, CO 80202
Contractor's Address

CIVIL RIGHTS RESOLUTION AGREEMENT

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

Exhibit C-16 – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 76)

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a 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 tier covered transaction," "participant," "person," "primary covered transaction, "principal," "proposal," and "voluntarily excluded," as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this 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 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or 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 Agreement attached to the Request for Proposals, 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 voluntarily 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 from 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.

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions (45 C.F.R. Part 76) – Cont.

8. This certification is a 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.

9. 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.

10. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction, "principal," "proposal," and "voluntarily excluded," as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

11. 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 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

12. 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 Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

13. 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 voluntarily 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 from Federal Procurement and Nonprocurement Programs.

14. 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.

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions (45 C.F.R. Part 76) – Cont.

15. This certification is a 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.

16. 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.

17. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction, "principal," "proposal," and "voluntarily excluded," as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

18. 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 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

19. 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 Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

20. 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 voluntarily 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 from Federal Procurement and Nonprocurement Programs.

21. 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.

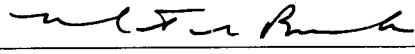
Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions (45 C.F.R. Part 76) – Cont.

22. Expert for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
23. 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 agreement which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered transactions (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.

April 14, 2008
Dated


Signature of Authorized Representative

Executive Vice President
Title of Authorized Representative

Martin G. Bobroske
Printed Name of Authorized Representative

ATTACHMENT K - CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Exhibit C-17 - Contractor Employee Acknowledgement and Confidentiality Agreement

GENERAL INFORMATION

Your employer, Policy Studies Inc., 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 Policy Studies Inc. is my sole employer for purposes of this employment.

I rely exclusively upon Policy Studies Inc. 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.

MGB (Initial and date)

CONFIDENTIALITY AGREEMENT

As an employee of Policy Studies Inc., 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.

CONFIDENTIAL

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.

MGB (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:

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

CONFIDENTIAL

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT - (Continued)

CONFLICT OF INTEREST POLICY (Continued)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER Policy Studies Inc. **, 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 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: April 14, 2008

Name: Martin G. Bobroske
(Please Print Contractor Employee's Name)

Social Security Number: Due to confidentiality issues surrounding providing Social Security Numbers, please see the original version of this proposal,where our Executive Director has provided the required Social Security Number.

Working Title: Executive Vice President

Original:Contractor
Copy:Contract Employee

ATTACHMENT L - ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

Exhibit C-18 — Attestation of Willingness to Consider GAIN/GROW Participants

As a threshold requirement for consideration for contract award, Proposer 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, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____YES (subject to verification by County) __x__NO

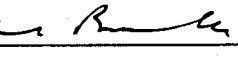
B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

__x__YES _____NO

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

_____YES _____NO __x__N/A (Program not available)

Proposer Organization: Policy Studies Inc.

Signature: 

Print Name: Martin G. Bobroske

Title: Executive Vice President Date: April 14, 2008

Telephone #: (303)863-0900 Fax #: (303)295-0244

GAIN/GROW ATTESTATION

Exhibit C-19 — 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: Policy Studies Inc.		
Company Address: 1899 Wynkoop Street, Suite 300		
City: Denver	State: CO	Zip Code: 80202
Telephone Number: (303) 863-0900		
Solicitation For GAIN Case Management 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: Martin G. Bobroske	Title: Executive Vice President
Signature:	Date: April 14, 2008

ATTACHMENT M - COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

ATTACHMENT N – CHARITABLE CONTRIBUTIONS CERTIFICATION

Exhibit C-21 - Charitable Contributions Certification

Policy Studies Inc.
Company Name

1899 Wynkoop Street, Suite 300, Denver, CO 80202
Address

84-093-8521
Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

April 14, 2008
Date

Martin G. Bobroske, Executive Vice President
Name and Title of Signer (please print)

CHARITABLE CONTRIBUTIONS CERTIFICATION

ATTACHMENT O - COUNTY OF LOS ANGELES - LIVING WAGE ORDINANCE – CONTRACTOR LIVING WAGE DECLARATION

Exhibit C-26— County of Los Angeles - Living Wage Ordinance

Contractor Living Wage Declaration
For Contract Extension, Amendment Or Renewal

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

If you are not exempt from the Program, please check the option that best describes your intention to comply with the Program.

☐ I do not have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **$11.84 per hour** per employee.

☐ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than $2.20 per hour** per employee. I will pay an hourly wage of not less than **$11.84 per hour** per employee.

☒ I do have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least $2.20 per hour** per employee. I will pay an hourly wage of not less than **$9.64 per hour** per employee.

Health Plan Name(s): Coventry, Delta Dental

Company Insurance Group Number(s): Coventry 8105100000; Delta Dental 7167 and 0686

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual ☐ Annually

☒ Other: Employee deductions on a biweekly basis.
(Specify)

PLEASE PRINT COMPANY NAME: Policy Studies Inc.	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE:	DATE: April 14, 2008
PLEASE PRINT NAME: Martin G. Bobroske	TITLE OR POSITION: Executive Vice President

OAAC:\RV\LWO Train. Manual\Contractor LW Declaration.3doc

ATTACHMENT P - COUNTY OF LOS ANGELES - LIVING WAGE PROGRAM – PAYROLL STATEMENT OF COMPLIANCE

COUNTY OF LOS ANGELES - LIVING WAGE PROGRAM
PAYROLL STATEMENT OF COMPLIANCE

I,_____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by
_____ on the _____;
(Company or Subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the _____ day of _____, and
(Calendar day) (Month and Year)

ending the _____ day of _____ all persons employed on said work site
(Calendar day) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

_____

_____

_____

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

□ In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

□ Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	

OAAC:\RV\A\LWOTrain.Manual\Payroll Statement of Compliance

ATTACHMENT Q - COUNTY OF LOS ANGELES - LIVING WAGE ORDINANCE – MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFITS PAYMENTS

ATTACHMENT R - CONTRACTOR STAFFING PLAN

County of Los Angeles - Living Wage PROGRAM – PAYROLL STATEMENT OF COMPLIANCE
MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFITS PAYMENTS

Exhibit IX

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll rerorts)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor ☐ Subcontractor ☐		Address: (Street, City, State, Zip)	
(2) Payroll No.:	(3) Work Location:	(4) From payroll period: ___/___/___ to payroll period: ___/___/___	(5) For Month Ending:
(6) Department Name:	(7) Contract Service Description:	(8) Contract Name & Number:	
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):	

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period 1	2	3	4	5	(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate $ Health Benefits Paid (16+18)
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	**Total** (This Page)											
Print Authorized Name:	**Grand Total** (All Pages)											

Authorized Signature: Date: / /	Title:	Telephone Number (include area code) ( )	Page: _____ of _____

Exhibit C-29— Model Contractor Staffing Plan

COMPANY NAME	Policy Studies
COMPANY ADDRESS	1899 Wynkoop St. Ste. 300 Denver, CO 80202
PROJECT	GAIN Case Management Services, Region II
DEPARTMENT NAME	Department of Public Social Services

				HRS.			HEALTH								CNTY	NON-CNTY		
	EMPLOYEE	POSITION	WORK	WORKED	FULL TIME/	HRLY	INS.	MON	TUE	WED	THUR	FRI	SAT	SUN	TOTAL	TOTAL	HIRE	TERMINATION
FACILITY OR LOCATION	NAME	TITLE	SCHEDULE	PER DAY	PART TIME	RATE	YES/NO	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	DATE	DATE
Region II	Contract Manager		M-F	8	FT	$54.38												
Region II	Back-Up Contract Mgr.		M-F	8	FT	$37.33												
Region II	Accounting Mgr.		M-F	8	FT	$37.33												
Region II	Q/A Training Mgr.		M-F	8	FT	$37.33												
Region II	HR Generalist		M-F	8	FT	$35.23												
Region II	IT Specialist		M-F	8	FT	$26.75												
Region II	Career Consultant Sup.		M-F	8	FT	$25.29												
Region II	QA Specialist		M-F	8	FT	$23.89												
Region II	Training Specialist		M-F	8	FT	$23.89												

Exhibit C-29— Model Contractor Staffing Plan

COMPANY NAME	Policy Studies
COMPANY ADDRESS	1899 Wynkoop St. Ste. 300 Denver, CO 80202
PROJECT	GAIN Case Management Services, Region II
DEPARTMENT NAME	Department of Public Social Services

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	WORK SCHEDULE	HRS. WORKED PER DAY	FULL TIME/ PART TIME	HRLY RATE	HEALTH INS. YES/NO	MON HRS	TUE HRS	WED HRS	THUR HRS	FRI HRS	SAT HRS	SUN HRS	CNTY TOTAL HRS	NON-CNTY TOTAL HRS	HIRE DATE	TERMINATION DATE
Region II		Facilities Exec Assistant/Coordinator	M-F	8	FT	$21.33												
Region II		Bus. Service Specialist	M-F	8	FT	$21.33												
Region II		Lead Career Consultant	M-F	8	FT	$20.47												
Region II		Career Consultant/ Childcare Coordinator	M-F	8	FT	$18.28												
Region II		Career Consultant	M-F	8	FT	$18.28												
Region II		Workshop Facilitator	M-F	8	FT	$18.28												
Region II		Work Experience Coord.	M-F	8	FT	$18.28												
Region II		LACOE Liaison/Job Club	M-F	8	FT	$18.28												
Region II		Audit/Exemption Liaison	M-F	8	FT	$18.28												

Exhibit C-29— Model Contractor Staffing Plan

COMPANY NAME	Policy Studies
COMPANY ADDRESS	1899 Wynkoop St. Ste. 300 Denver, CO 80202
PROJECT	GAIN Case Management Services, Region II
DEPARTMENT NAME	Department of Public Social Services

				HRS.			HEALTH								CNTY	NON-CNTY		
	EMPLOYEE	POSITION	WORK	WORKED	FULL TIME/	HRLY	INS.	MON	TUE	WED	THUR	FRI	SAT	SUN	TOTAL	TOTAL	HIRE	TERMINATION
FACILITY OR LOCATION	NAME	TITLE	SCHEDULE	PER DAY	PART TIME	RATE	YES/NO	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	DATE	DATE
Region II	Unit Clerk		M-F	8	FT	$16.32												
Region II	Office Assistant		M-F	8	FT	$16.32												

Exhibit C-29— Model Contractor Staffing Plan

COMPANY NAME	Policy Studies
COMPANY ADDRESS	1899 Wynkoop St. Ste. 300 Denver, CO 80202
PROJECT	GAIN Case Management Services, Region VII
DEPARTMENT NAME	Department of Public Social Services

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	WORK SCHEDULE	HRS. WORKED PER DAY	FULL TIME/ PART TIME	HRLY RATE	HEALTH INS. YES/NO	MON HRS	TUE HRS	WED HRS	THUR HRS	FRI HRS	SAT HRS	SUN HRS	CNTY TOTAL HRS	NON-CNTY TOTAL HRS	HIRE DATE	TERMINATION DATE
Region VII		Contract Manager	M-F	8	FT	$45.36												
Region VII		Back-Up Contract Mgr.	M-F	8	FT	$37.33												
Region VII		Accounting Mgr.	M-F	8	FT	$37.33												
Region VII		Q/A Training Mgr.	M-F	8	FT	$37.33												
Region VII		HR Generalist	M-F	8	FT	$35.23												
Region VII		IT Specialist	M-F	8	FT	$26.75												
Region VII		Career Consultant Sup.	M-F	8	FT	$25.29												
Region VII		QA Specialist	M-F	8	FT	$23.89												
Region VII		Training Specialist	M-F	8	FT	$23.89												

Exhibit C-29— Model Contractor Staffing Plan

COMPANY NAME	Policy Studies
COMPANY ADDRESS	1899 Wynkoop St. Ste. 300 Denver, CO 80202
PROJECT	GAIN Case Management Services, Region VII
DEPARTMENT NAME	Department of Public Social Services

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	WORK SCHEDULE	HRS. WORKED PER DAY	FULL TIME/ PART TIME	HRLY RATE	HEALTH INS. YES/NO	MON HRS	TUE HRS	WED HRS	THUR HRS	FRI HRS	SAT HRS	SUN HRS	CNTY TOTAL HRS	NON-CNTY TOTAL HRS	HIRE DATE	TERMINATION DATE
Region VII		Facilities Exec Assistant/Coordinator	M-F	8	FT	$21.33												
Region VII		Bus. Service Specialist	M-F	8	FT	$21.33												
Region VII		Lead Career Consultant	M-F	8	FT	$20.47												
Region VII		Career Consultant/ Childcare Coordinator	M-F	8	FT	$18.28												
Region VII		Career Consultant	M-F	8	FT	$18.28												
Region VII		Workshop Facilitator	M-F	8	FT	$18.28												
Region VII		Work Experience Coord.	M-F	8	FT	$18.28												
Region VII		LACOE Liaison/Job Club	M-F	8	FT	$18.28												
Region VII		Audit/Exemption Liaison	M-F	8	FT	$18.28												

Exhibit C-29— Model Contractor Staffing Plan

COMPANY NAME	Policy Studies
COMPANY ADDRESS	1899 Wynkoop St. Ste. 300 Denver, CO 80202
PROJECT	GAIN Case Management Services, Region VII
DEPARTMENT NAME	Department of Public Social Services

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	WORK SCHEDULE	HRS. WORKED PER DAY	FULL TIME/ PART TIME	HRLY RATE	HEALTH INS. YES/NO	MON HRS	TUE HRS	WED HRS	THUR HRS	FRI HRS	SAT HRS	SUN HRS	CNTY TOTAL HRS	NON-CNTY TOTAL HRS	HIRE DATE	TERMINATION DATE
Region VII	Career Consultant/ Homeless Services		M-F	8	FT	$18.28												
Region VII	Unit Clerk		M-F	8	FT	$16.32												
Region VII	Office Assistant		M-F	8	FT	$16.32												

Exhibit C-29— Model Contractor Staffing Plan

COMPANY NAME	Policy Studies
COMPANY ADDRESS	1899 Wynkoop St. Ste. 300 Denver, CO 80202
PROJECT	GAIN Case Management Services, Region II and VII
DEPARTMENT NAME	Department of Public Social Services

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	WORK SCHEDULE	HRS. WORKED PER DAY	FULL TIME/ PART TIME	HRLY RATE	HEALTH INS. YES/NO	MON HRS	TUE HRS	WED HRS	THUR HRS	FRI HRS	SAT HRS	SUN HRS	CNTY TOTAL HRS	NON-CNTY TOTAL HRS	HIRE DATE	TERMINATION DATE
Region II & VII		Contract Manager	M-F	8	FT	$54.38												
Region II & VII		Back-Up Contract Mgr.	M-F	8	FT	$37.33												
Region II $ VII		Accounting Mgr.	M-F	8	FT	$37.33												
Region II & VII		Q/A Training Mgr.	M-F	8	FT	$37.33												
Region II & VII		HR Generalist	M-F	8	FT	$35.23												
Region II & VII		IT Specialist	M-F	8	FT	$26.75												
Region II & VII		Career Consultant Sup.	M-F	8	FT	$25.29												
Region II & VII		QA Specialist	M-F	8	FT	$23.89												
Region II & VII		Training Specialist	M-F	8	FT	$23.89												

Exhibit C-29— Model Contractor Staffing Plan

COMPANY NAME	Policy Studies
COMPANY ADDRESS	1899 Wynkoop St. Ste. 300 Denver, CO 80202
PROJECT	GAIN Case Management Services, Region II and VII
DEPARTMENT NAME	Department of Public Social Services

				HRS.			HEALTH								CNTY	NON-CNTY		
	EMPLOYEE	POSITION	WORK	WORKED	FULL TIME/	HRLY	INS.	MON	TUE	WED	THUR	FRI	SAT	SUN	TOTAL	TOTAL	HIRE	TERMINATION
FACILITY OR LOCATION	NAME	TITLE	SCHEDULE	PER DAY	PART TIME	RATE	YES/NO	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	DATE	DATE
Region II & VII	Exec Assistant/	Facilities Coordinator	M-F	8	FT	$21.33												
Region II & VII	Bus. Service Specialist		M-F	8	FT	$21.33												
Region II & VII	Lead Career Consultant		M-F	8	FT	$20.47												
Region II & VII	Career Consultant/ Childcare Coordinator		M-F	8	FT	$18.28												
Region II & VII	Career Consultant		M-F	8	FT	$18.28												
Region II & VII	Workshop Facilitator		M-F	8	FT	$18.28												
Region II & VII	Work Experience Coord.		M-F	8	FT	$18.28												
Region II & VII	LACOE Liaison/Job Club		M-F	8	FT	$18.28												
Region II & VII	Audit/Exemption Liaison		M-F	8	FT	$18.28												

Exhibit C-29— Model Contractor Staffing Plan

COMPANY NAME	Policy Studies
COMPANY ADDRESS	1899 Wynkoop St. Ste. 300 Denver, CO 80202
PROJECT	GAIN Case Management Services, Region II and VII
DEPARTMENT NAME	Department of Public Social Services

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	WORK SCHEDULE	HRS. WORKED PER DAY	FULL TIME/ PART TIME	HRLY RATE	HEALTH INS. YES/NO	MON HRS	TUE HRS	WED HRS	THUR HRS	FRI HRS	SAT HRS	SUN HRS	CNTY TOTAL HRS	NON-CNTY TOTAL HRS	HIRE DATE	TERMINATION DATE
Region II & VII	Career Consultant/ Homeless Services		M-F	8	FT	$18.28												
Region II & VII	Unit Clerk		M-F	8	FT	$16.32												
Region II & VII	Office Assistant		M-F	8	FT	$16.32												

COUNTY ORDINANCES AND POLICIES

ATTACHMENT S - Title 2 Administration Chapter 2.203.010 through 2.203.090 Contractor Employee Jury Service

2.203.010 Findings

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

2.203.020 Definitions

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
3. A purchase made through a state or federal contract; or
4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 Administration Chapter 2.203.010 through 2.203.090
Contractor Employee Jury Service – continued

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.

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.

Title 2 Administration Chapter 2.203.010 through 2.203.090 Contractor Employee Jury Service

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:

A. Recommend to the board of supervisors the termination of the contract; and/or,

B. 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; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operations.

"Dominant in its field of operation" means having more than ten employees and an annual gross revenue in the preceding twelve months which, if added to the annual amount of the contract awarded, exceeds $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 T - Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance

Sections:

2.202.010 Findings and declarations.

2.202.020 Definitions. For purposes of this chapter, the following definitions apply:

2.202.030 Determination of contractor non-responsibility.

2.202.040 Debarment of contractors.

2.202.050 Pre-emption.

2.202.060 Severability.

2.202.010 Findings and Declarations

A. The Board of Supervisors finds that, in order to promote integrity in the County's contracting processes and to protect the public interest, the County's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the County's protection and not for the purpose of punishment.

B. Determinations of Contractor non-responsibility and Contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the auditor-controller. (Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 Definitions - For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any 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 or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance - continued

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract. (Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 Determination of Contractor Non-Responsibility

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds that the contractor has done any of the following: (1) violated a term of a contract with the county or a nonprofit corporation created by the county; (2) committed an act or omission which negatively reflects on the contractor's quality, fitness, or capacity to perform a contract with the county, any other public entity, or a nonprofit corporation created by the county, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance - continued

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found 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. (Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 Debarment of Contractors

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

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

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance - continued

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

(1) The actual or potential harm or impact that result or may result from the wrongdoing.

(2) The frequency and/or number of incidents and/or duration of the wrongdoing.

(3) Whether there is a pattern or prior history of wrongdoing.

(4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.

(5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.

(6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.

(7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.

(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor's organization.

(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor's principals participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.

Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance - continued

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the County, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the county. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or 2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a

Title 2 Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance - continued

proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 Pre-emption

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

2.202.060 Severability

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

ATTACHMENT U - County of Los Angeles - Living Wage Ordinance
TITLE 2 Administration - Chapter 2.201 Living Wage Program

2.201.010 Findings.

The Board of Supervisors finds that the County of Los Angeles is the principal provider of social and health services within the County, especially to persons who are compelled to turn to the County for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services, thereby placing an additional burden on the County of Los Angeles. (Ord. 99-0048 § 1 (part), 1999).

2.201.020 Definitions

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the County of Los Angeles, any County officer or body, any County department head, and any County employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the County of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a County of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the County:

   a. For service which is required to be more economical or feasible under Section 44.7 of the Charter of the County of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

   b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

   c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the County.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the Chief Administrative Officer, but in no event less than 35 hours worked per week..

E. "Proposition A Contract" means a contract governed by Title 2, Section 2.1.2.1250 et. seq., of this code, entitled Contracting with Private Business. (Ord, 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

County of Los Angeles - Living Wage Ordinance
TITLE 2 Administration - Chapter 2.201 Living Wage Program - continued

2.201.030 Prospective Effect

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments, the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999).

* Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of Living Wage

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the County for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this Section. Employers who provide health care benefits to employees through the County Department of Health Services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The Board of Supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above, for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the Board of Supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other Provisions

A. Full-Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the County the necessity to use non-full time employees based on staffing efficiency or the County requirements of an individual job.

County of Los Angeles - Living Wage Ordinance
TITLE 2 Administration - Chapter 2.201 Living Wage Program - continued

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The Chief Executive Officer shall be responsible for the administration of this chapter. The Chief Executive Officer may, with the advice of County Counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the Affirmative Action Compliance Officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other County departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the County. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Administrative Executive Officer in conjunction with the Affirmative Action Compliance Officer. The Affirmative Action Compliance Officer in conjunction with the Chief Executive Officer shall report annually to the Board of Supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate, during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract, a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999).

2.201.060 Employer Retaliation Prohibited

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the Board of Supervisors or to one or more of their offices, to the County Chief Executive Officer, or to the County Auditor Controller, or to the County department administering the Proposition A contract or cafeteria services contract. Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee Retention Rights

In the event that any Proposition A contract or cafeteria service contract is terminated by the County prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

County of Los Angeles - Living Wage Ordinance
TITLE 2 Administration - Chapter 2.201 Living Wage Program - continued

A. A "retention employee" is an employee of a predecessor employer.

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

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the County entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other County requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999).

2.201.080 Enforcement and remedies

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the State of California for damages caused by an employer's violation of this chapter.

B. The County department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the Chief Executive Officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the Board of Supervisors the termination of the contract; and/or

2.201.090 Exceptions

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

County of Los Angeles - Living Wage Ordinance
TITLE 2 Administration - Chapter 2.201 Living Wage Program - continued

3. Recommend to the Board of Supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. ((Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has twenty (20) or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.
5. "Dominant in its field of operation" means having more than twenty (20) employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.
6. "Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least twenty percent (20%) owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999:
Ord. 99-0048 § 1 (part), 1999).

2.201.100 Severability

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999).

ATTACHMENT V – Background and Resources: California Charities Regulation

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

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

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

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

It is not presently subject to the Act, but will comply if later activities make it subject, or, if subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

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

Background and Resources: California Charities Regulation
continued

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95.

Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: http://caag.state.ca.us/charities/statutes.htm.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the Center for Nonprofit Management, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 http://www.cnmsocal.org/., and statewide, the California Association of Nonprofits, http://www.canonprofits.org/. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Amendment V, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

ATTACHMENT W – IRS Notice 1015 – Earned Income Tax Credit

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

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 2007 are less than $39,783 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, 2008.

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 from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

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 2007 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 2007 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 2007 and owes no tax but is eligible for a credit of $625, he or she must file a 2007 tax return to get the $625 refund.

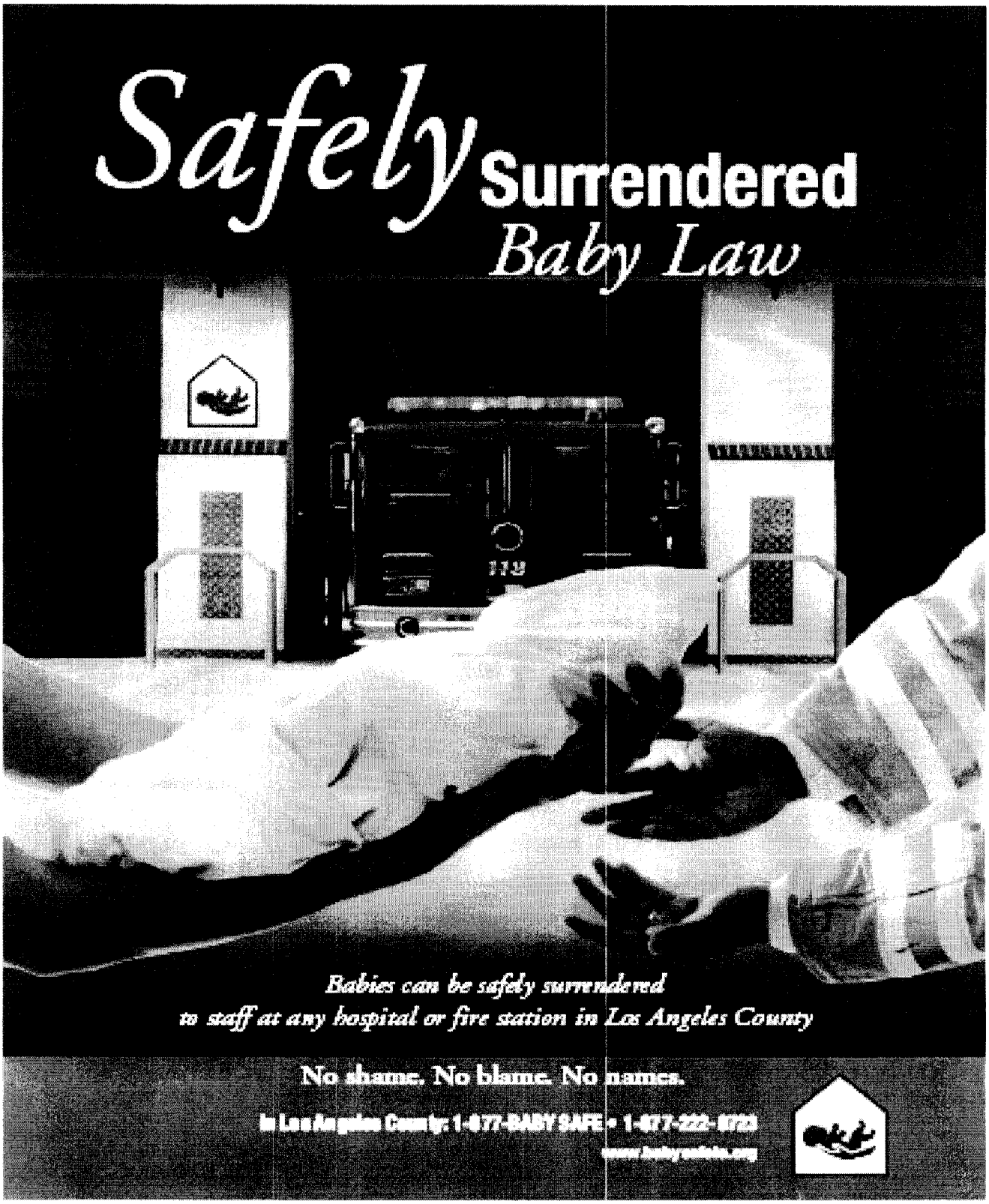
How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 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. 12-2007)
Cat. No. 20599I

ATTACHMENT X – Safely Surrendered Baby Law

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website: www.babysafela.org


Safely Surrendered
Baby Law
Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County
No shame. No blame. No names.

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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

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

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no 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, staff will use bracelets to help reconnect them to each other. One bracelet will be placed on the baby and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public restrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

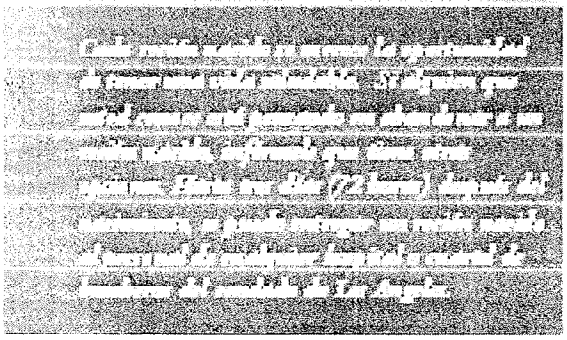
A baby's story

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

Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.

Ley de Entrega de Bebés sin Peligro

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



¿Cómo funciona?

El padre/madre con dificultades que no puede o no quiere cuidar de su recién nacido puede entregarlo en forma legal y confidencial y segura dentro de los primeros 72 horas del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar ninguna información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores realizarán búsquedas para poder encontrarlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recibir información médica importante que resultará de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo de vuelta por correo.

¿Qué pasará con el bebé?

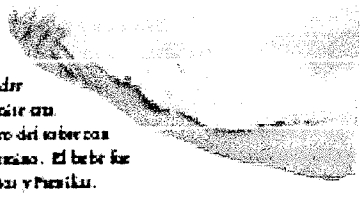
El bebé será examinado y le brindarán atención médica. Cuando le den de alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde crecerá bien cuidado, y se comenzará el proceso de adopción.

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

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

¿Por qué se está haciendo esto en California??

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente estaban pasando por dificultades emocionales graves. La madre puede haber ocultado su embarazo, por temor a lo que pensarán su familia o amistades. Abandonan a su bebé porque tienen miedo y no saben a quién pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que madres atemoricen una tragedia en California.

Historia de un bebé

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