ROBERT RYANS
Director

COMMUNITY AND SENIOR SERVICES
OF LOS ANGELES COUNTY

BOARD OF SUPERVISORS

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

June 3, 2003

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:

ACCEPTANCE AND ALLOCATION OF PY 2003-04 WORKFORCE INVESTMENT ACT (WIA) ADULT AND DISLOCATED WORKER FUNDS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of Community and Senior Services (CSS) or his designee, to accept up to $21,227,951 in Program Year 2003-2004 Workforce Investment Act (WIA) Adult and Dislocated Worker grant funds from the State Employment Development Department (EDD) and to execute all required documents with EDD, after County Counsel approval as to form, for the provision of WIA employment and training services to the residents of Los Angeles County.

2. Authorize the Director of CSS, or his designee, to accept funding augmentations or reductions from EDD, up to 25% of the original allocation, provided that the Director of CSS notifies the Board of Supervisors and the Chief Administrative Office (CAO) in writing within ten working days of acceptance.

3. Authorize the Director of CSS, or his designee, to negotiate and execute contracts in substantially similar form as attached as Attachment A and, with the 29 (twenty-nine) agencies listed on Attachment B and C, in the amounts indicated, for the provision of WIA employment and training programs, after County Counsel approval as to form, effective July 1, 2003 through June 30, 2004. The contract costs are fully financed using WIA Adult and Dislocated Worker funding.

4. Authorize the Director of CSS, or his designee, to execute contract amendments, in substantially similar form to Attachment D, to increase or decrease the amounts based on contractor performance and availability of funding or time extension provided that: (a) the amount of change does not exceed 25% of the

original contract amount; (b) approval of County Counsel and the CAO is obtained prior to any such amendment; and (c) the Director of CSS confirms in writing to the Board of Supervisors and the CAO within 30 days after execution that such amendments have been executed. This action assures full expenditure of funds and is consistent with the Board's policy requiring review of contractor performance.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The County of Los Angeles has been designated by the State as a Workforce Investment Area for the purpose of administering WIA. The administration of this program meets the County's responsibility to the State to ensure that workforce investment programs/services are provided in the Los Angeles County Workforce Investment Area.

Implementation of Strategic Plan Goals

The recommended actions support the Countywide Strategic Plan Goal 1: Service Excellence.

FISCAL IMPACT/FINANCING

The costs for the WIA Adult and Dislocated Worker Programs for FY 2003-2004 totals up to $22,951,200, and includes 1,723,249 in carryover funds for FY2002-2003. The $1,723,249 will be used for services under both the WIA Adult and Dislocated Worker programs. The breakdown of the funding is as follows:

FUNDING	Adult	Dislocated Worker	Total
One-Stop Centers/WIA Service Providers*	11,317,200	8,604,441	19,921,641
WIA Marketing	208,102	174,001	382,103
LA Urban League South Central (Avalon) Facilities	262,330	262,330	524,660
CSS Administration	1,156,122	966,674	2,122,796
Grand Total	**12,943,754**	**10,007,446**	**22,951,200**

*Funding amounts include those monies held in abeyance for Bell Gardens

There is no impact on the County general fund and funding has been included in the Department's FY 2003-2004 Proposed Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

One-Stop Centers/WIA Service Providers

Contracted One-Stop Centers are the communities' key entry to WIA services. These Centers provide these mandated services including Core, Intensive and Training services. Core services are available to a universal population, that include, but are not limited to, comprehensive counseling, assisted job search, program eligibility determination, and referral information. Provision of Intensive services include comprehensive and specialized assessment of skill levels and service needs, diagnostic testing, in-depth interviewing and evaluation to identify employment barriers, development of an individual employment plan, group counseling, individual counseling and career planning, case management and short-term prevocational services. Training services are available for low income or dislocated workers who qualify under WIA for training and have not attained employment through Core or Intensive services. One-Stop Center funding is based on availability of funding and a formula of need in the service communities. The continuation of the One-Stop Centers' delivery concept ensures the County Workforce Investment Area meets the requirements of WIA.

A total of $359,470 in WIA Adult and Dislocated Worker funds is being held in abeyance for the city of Bell Gardens, as a result of this city's motion to withdraw from the joint powers agreement with the West San Gabriel Valley Consortium, until June 30, 2003, at which time the withdrawal will become effective. Funding will subsequently be distributed according to Supervisorial District and utilization of State formula methodology based upon reported unemployment data.

A Workforce Development Taskforce that includes various stakeholders in the local workforce investment system will be established to facilitate; (a) the continuation of services to residents of Los Angeles County in the face of potential budget restrictions due to the reduction in WIA Adult and Dislocated Worker formula allocations, and (b) the transition into WIA reauthorization.

WIA Marketing

A total of up to $382,103 in WIA Adult and Dislocated Worker funds has been set aside for the purpose of marketing the One-Stop system in Program Year 2003-2004. This Marketing set-aside will increase awareness and name recognition of the County's One-Stops to the Business Sector which is vital to the employment efforts of the WorkSource Centers and the clients they serve. These funds will be utilized based on a competitive RFP process, to be released by July 2003. The contract(s) awarded through this process will be forwarded to your Board for approval at a later date.

LA Urban League South Central (Avalon) Facilities

A total of $524,660 in WIA Adult and Dislocated Worker funds has been set-aside for the purpose of covering facilities (lease) costs for the operation of the One-Stop Center located at 12700 S. Avalon Blvd. in Los Angeles. The One-Stop Center operates in a facility leased by the County of Los Angeles under a ten year lease agreement. The Los Angeles Urban League operates this One-Stop Center.

The Workforce Investment Board (WIB) approved the funding recommendations specified in Attachments B and C at their March 13, 2003 and May 15, 2003 meetings respectively.

CONTRACTING PROCESS

The WIB grandfathered all existing One-Stop Centers into the Workforce Investment Area in accordance with the WIA, which allows the local board (WIB), chief elected official and the Governor to approve the continuance of one-stop operators in a One-Stop Delivery system established prior to the enactment of the WIA; except for two that were subject to a Request for Proposal process. This process was submitted as part of the Five Year Plan (as required by the WIA) and approved by the Workforce Investment Board, Board of Supervisors and the Governor of the State of California.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will allow for the continued provision of workforce investment services to jobseekers with employers within Los Angeles County.

Respectfully submitted,

ROBERT RYANS
Director

Attachments (5)

c: David E. Janssen
Lloyd W. Pellman
Violet Varona-Lukens
J. Tyler McCauley

Attachment A

WIA ADULT Contract No . _____

WIA DISLOCATED WORKER Contract No._____

COMMUNITY AND SENIOR SERVICES OF THE COUNTY OF LOS ANGELES

ADULT and DISLOCATED WORKER PROGRAM CONTRACT

WORKFORCE INVESTMENT ACT (WIA) TITLE I

This Contract is entered into this _____ day of _____, by and between the County of Los Angeles, hereinafter referred to as "County", by and through its department of Community and Senior Services, hereinafter referred to as "CSS", and __ _____ hereinafter referred to as the "Contractor".

RECITALS

WHEREAS, on July 1, 2003, the County and the State of California, Employment Development Department are parties to the WIA Subgrant Agreement hereinafter referred to as WIA Subgrant, pursuant to Public Law 105-220 to provide to adult and dislocated workers a comprehensive array of Workforce Investment Services through the One-Stop delivery system; and

WHEREAS, in accordance with WIA, the County has established and maintains a Workforce Investment Board (hereinafter referred to as the "WIB") to provide policy guidance and oversight with respect to activities under the Workforce Investment Plan for the County, in partnership with the Board of Supervisors of the County of Los Angeles (hereinafter also known as Chief Elected Officials, CEOs); and

WHEREAS, in accordance with the Strategic Five-Year Local Workforce Investment Plan the WIB and the Board of Supervisors assigns CSS the responsibility for designating One-Stop Centers to deliver WIA Adult and Dislocated Worker Program services; and

WHEREAS, Contractor desires to participate in said program and has warranted its qualification to provide services set forth in this Contract.

NOW THEREFORE, for and in consideration of the foregoing premises and for the express intention of carrying out the purposes of the Adult and Dislocated Worker Programs as administered by Los Angeles County, the parties do hereby agree as follows:

SECTION 1. APPLICABLE DOCUMENTS.

(a) This Contract consists of this four 4-page document, the following exhibits and attachments, inclusive:

(1) Standard Terms and Conditions (Exhibit A)
(2) Statement of Work/Mandated Program Requirements (Exhibit B)
(3) Budget (Exhibit C)
(4) Required Program Documents (Exhibit D)
(5) Request for Cash & Invoice (Exhibit E)
(6) Business Services Performance (Exhibit F)

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

SECTION 2. CONTRACTOR'S OBLIGATIONS.

(a) Contractor shall comply with all terms and conditions of this Contract (including all terms contained in the exhibits hereto), and those imposed and required by Department of Labor (DOL), provisions, implementing regulations, grant requirements, rules and policies (which may from time to time be amended, modified or revised by the WIB).

(b) In addition to other obligations set forth in this Contract, and subject to County CSS oversight, the Contractor shall perform those activities identified in the Statement of Work/Mandated Program Requirements (Exhibit B).

SECTION 3. COUNTY OBLIGATIONS.

(a) The County agrees to reimburse Contractor for provision of services identified in the Statement of Work/Mandated Program Requirements (Exhibit B) in accordance with relevant invoicing policies and procedures set forth in this Contract; provided, however, that the amount obligated and paid to the Contractor by the County shall not exceed _____dollars ($_____) during the term of this Contract. County will monitor Contractor's invoices utilizing the operational Memorandum of Understanding and Resource Sharing Agreement, in accordance with the WIB Directives DWA 00-005 and DWA 00-039.

SECTION 4. TERM.

(a) The term of this Contract shall commence on _____, 200__ and terminate no later than _____, 200__, except as otherwise provided herein.

SECTION 5. CONFIDENTIALITY DESIGNEE. The Contractor's data security and confidentiality designee is:

Name: _____

Title: _____

Address: _____

Phone No.: _____

Fax No.: _____

SECTION 6. NOTICES/AUTHORIZED SIGNATURES.

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

(a) COUNTY OF LOS ANGELES

Robert Ryans, Director	Josie Marquez, Director Employment & Training
County of Los Angeles Community and Senior Services 3175 West Sixth Street Los Angeles, CA 90020-1708	County of Los Angeles Community and Senior Services 3175 West Sixth Street Los Angeles, CA 90020-1708

(b) LEGAL NAME OF CONTRACTOR

_____

_____

_____

Attention: _____

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

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

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

COUNTY OF LOS ANGELES

By: _____
ROBERT RYANS, Director
Community and Senior Services

Approved as to Form:

LLOYD W. PELLMAN
County Counsel

By: _____
Deputy

[CONTRACTOR NAME]

By: _____
(Signature)

_____
(Print or Type Name)

_____
(Title)

Executed at: _____

_____
(Date)

LOS ANGELES COUNTY COMMUNITY AND SENIOR SERVICES

WORKFORCE INVESTMENT ACT (WIA)
ADULT AND DISLOCATED WORKER PROGRAM

EXHIBIT A

STANDARD TERMS AND CONDITIONS

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STANDARD TERMS AND CONDITIONS

WORKFORCE INVESTMENT ACT (WIA)
ADULT AND DISLOCATED WORKER PROGRAM

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

§ 101. The Workforce Investment Act Adult and Dislocated Worker Program will be referred to as "WIA Adult and Dislocated Worker Program".

§ 102. "**Contractor**" shall mean the agency receiving funds through this Contract.

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

§ 104. The Director of Community and Senior Services shall be referred to as the **County Project Director**.

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

§ 106. "Contract" shall mean the Contract by and between the Contractor and the County of Los Angeles, which Contract shall include the main document and all exhibits referenced thereto within the Contract.

§ 107. "WIB" shall mean the local Workforce Investment Board appointed by the Los Angeles County Board of Supervisors in accordance with State criteria which sets policy for the workforce development system county-wide, and is responsible for a variety of activities.

§ 108. "DOL" shall mean the U.S. Department of Labor.

§ 109. "State or EDD" shall mean the State of California Employment Development Department.

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

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

(b) The Contractor represents and warrants that its signatory to this Contract is fully authorized to obligate or otherwise bind the Contractor.

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

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

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

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

§ 203. Nondiscrimination in Employment. (a) The Contractor certifies that all persons employed by the Contractor, its affiliates, subsidiaries or holding companies, shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable Federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group, identification, sex, age, condition of physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract. For the purpose of this Paragraph, discrimination in the provision of services include, but is not limited to, the following.

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

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

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

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

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

(b) The Contractor shall take affirmative action to ensure that qualified applicants and intended beneficiaries of the Contract are provided services without regard to race, color, religion, national origin, ethnic group identity, ancestry, sex, age, condition of physical or mental disability, marital status, political affiliation, or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(c) The Contractor shall deal with its subcontractors, bidders, or vendors without regard to race, religion, ancestry, national origin, sex, age, and condition of physical disability, marital status or political affiliations.

(d) Facility access for persons with disabilities shall comply with the Title II provisions of the American with Disabilities Act.

(e) The Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from the Contractor of a complaint with respect to any alleged discrimination in the provision of services by the Contractor personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with the Contractor resolution of the matter, shall be referred by the Contractor to the County, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with the County resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the appropriate State or Federal enforcement agency. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures.

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

(g) The Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Contract when the County requests. If the County finds that any of these provisions have been violated, such violation shall constitute a material breach upon which the County may terminate or suspend this Contract. While the County retains the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, any determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal anti-discrimination laws or regulations shall also constitute a finding by the County that the Contractor has violated the anti-discrimination provision of this Contract

§ 204. Nondiscrimination in Services. (a) The Contractor certifies that the Contractor and all persons employed by Contractor, its affiliates, subsidiaries or holding companies, if any,

shall not discriminate in the provision of services hereunder and that the aforementioned parties shall comply with all applicable Federal and State statutes to the end that no person shall, on the basis of race, color, religion, ancestry, national origin, ethnic group, sex, age, condition of physical or mental disability, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract. For the purpose of this **§ 204,** discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

(b) If the County finds that any of nondiscrimination provisions have been violated, such violation shall constitute a material breach upon which the County may terminate or suspend this Contract. While the County retains the right to determine independently that the anti-discrimination provisions of this Contract have been violated, any determination by the State Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal anti-discrimination laws or regulations shall also constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

§ 205. Nondiscrimination, Affirmative Action and Assurance of Compliance with Civil Rights. (a) The Contractor assures and certifies that all persons employed by it, its affiliates, subsidiaries or holding companies, are and will be treated equally by it without regard to, or because of race, color, religion, national origin, ancestry, sex, age, condition of physical or mental disability, marital status or political affiliation, in compliance with all anti-discrimination laws and regulations of the United States of America and the State as they now exist or may hereafter be amended.

(b) Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated equally during employment, without regard to their race, color, religion, sex, ancestry, national origin, condition of physical or mental disability, marital status or political affiliation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

(d) To the extent applicable, Contractor shall deal with its subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or condition of physical or mental disability, marital status or political affiliation as required by all applicable anti-discrimination laws and regulations of the United States and the State as they now exist or may hereafter be amended.

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

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

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

§ 206. EEO/Affirmative Action. The Contractor, in performing all obligations under the terms of the Contract, assures that it will administer the program with safeguards against fraud and abuse; that no portion of this Contract will in any way discriminate against, deny benefits to, deny employment to, or exclude from participation any person on the grounds of race, color, national origin, religion, sex, mental or physical disability, or political affiliation or belief.

§ 207. Civil Rights Laws. The Contractor assures and certifies that it shall comply with all applicable Federal and State statutes to the end that no person shall, on the grounds of race, religion, ancestry, national origin, sex, age, condition of physical disability, marital status or political affiliation, be excluded from participation in, be denied benefits or, or be otherwise subjected to discrimination under this Contract or under any project, program or activity supported by this Contract

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

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

§ 210. Employment Eligibility Verification. (a) The Contractor warrants and certifies that it fully complies with all Federal, State and local statutes, ordinances, and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under the contract are eligible for employment in the United States. The Contractor shall indemnify, defend

and hold the County harmless from any employer sanctions or other liability which may be assessed against the County by reason of the Contractor's failure to comply with the foregoing.

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

§ 211. Warranty of Adherence to County's Child Support Compliance Program.

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

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

§ 212. Acknowledgment of County's Commitment to Child Support Enforcement. The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the contractor's place of business. The County's District Attorney and/or Department of Child Support Services will supply the Contractor with the poster to be used.

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

§ 214. Drug Free Workplace Compliance. The Contractor hereby warrants and certifies that it shall comply with California Drug-Free Workplace Act of 1990 (*Cal. Gov. Code* § 8350 *et seq.*), as amended, including provision of the requisite certification as set forth therein.

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

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

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

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

§ 217. County Layoffs. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor agrees to give due consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the life of this Contract.

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

§ 219. Debarment and Suspension The Contractor certifies that it has not been subject to debarment and suspension under any Federal, State or local grant program and will immediately inform the County of any future debarment or suspension. Said Debarment and Suspension Certification, shall be submitted to the County as part of this Contract by Contractor and comply with all of the following requirements:

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

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

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

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

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

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

§ 223. PELL Grants. Contractor shall encourage all participants to make maximum use of Federal PELL education grant funding, and will report and make available to the WIB, the State, and DOL and their agents all records relating to participants under this Contract showing PELL grant applications and PELL grant fund receipt and distribution. No WIA tuition costs shall be duplicated by PELL grant funding.

§ 224. Notification of Federal Earned Income Credit. With thirty (30) days of execution of this Contract, the Contractor certifies that it shall notify its employees, and shall require each subcontractor, if any, to notify its employees, that they may be eligible for Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in *Internal Revenue Service Notice 1015.*

§ 225. Activities Prohibited. The Contractor certifies that:

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

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

§ 226. Cost-of-Living Adjustments. Subject to applicable Federal and State law, and to applicable provisions contained in collective bargaining agreements, if any, in effect on the date of execution of this Contract, the Contractor agrees to restrict cost-of-living adjustments (COLAs) to its employees during the term of this Contract to the lesser of (a) the average salary cost-of-living adjustment granted to County employees by the Board of Supervisors as of April 1 of the prior year, or (b) the Consumer Price Index for all Urban Consumers (CPI-U) as originally released by the United States Department of Labor, Bureau of Labor Statistics/Western Region, Los Angeles-Long Beach, Anaheim area. In the event fiscal circumstances ultimately prevent the Board of Supervisors from approving an increase in employee salaries, the Contractor and its employees shall also experience no COLAs.

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

§ 228. Contractor's Acknowledgment of Recycled-Content Paper Use. Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited in County landfills,

the Contractor agrees to use recycled-content paper to the maximum extent possible in the preparation and duplication of contract documents.

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

§ 230. Quality Assurance Plan. The County or its agent will evaluate Contractor's performance under this agreement on not-less-than an annual basis. Such evaluation will include assessing the Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

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

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

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

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

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

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

§ 233. Compliance with Jury Service Program. (a) This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

(b) Written Employee Jury Service Policy.

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

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

2. For purposes of this Section, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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

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

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

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

§ 300. INDEPENDENT CONTRACTOR.

§ 301. Independent Contractor. The Contractor shall at all times be acting as an independent contractor. This Contract is not intended, and shall not be construed to create the relationship of agent, servant, employee, partner, joint venture, or association, as between the County and the Contractor. Contractor understands and agrees that all of Contractor personnel furnishing services to the County under this Contract are employees solely of the Contractor and not of the County for all purposes including but not limited to workers' compensation liability. The Contractor shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any Contractor personnel for injuries arising from or connected with services performed under this Contract.

§ 302. Limitations. As an independent contractor, Contractor has no power or authority to bind the County to any obligations, agreements or contracts.

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

§ 400. CONTRACT ADMINISTRATION.

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

§ 500. PROVISION OF SERVICES.

§ 501. Services. The Contractor shall perform all services under the terms of this Contract in accordance with the Statement of Work, attached to the Contract as Exhibit B and incorporated herein by this reference, at a level of performance as determined by the County.

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

§ 600. COMPENSATION AND METHOD OF PAYMENT.

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

§ 602. Fixed Fee Charges. A contract format as set forth may combine cost reimbursement and fixed fee charges so long as no reimbursable cost duplicates any expenses included in a fixed fee. The Contractor shall be responsible for ensuring against such duplication and for clearly segregating each type of cost.

§ 603. Reimbursement for Actual Expenditures. The Contractor shall request reimbursement for actual expenditures incurred during the program year, not to exceed budgeted amounts for which the Contractor has adequate supporting documentation of such expenditures. The Contractor shall not request reimbursement based on budgeted amounts.

§ 604. Request for Advance Payment: To the extent approved by the Board of Supervisors, cash advances, not to exceed 20% of the Contractor annual allocation set forth in Section 3(a) of the primary document, may be provided to the Contractor. Upon request by the Contractor in the form and manner prescribed by the County Project Director, the County may, at the sole discretion of the County Project Director, make advance payments, for anticipated and necessary program expenditures.

(a) Interest earned on cash advances shall be remitted to the County within ten (10) working days after the quarter the interest is earned.

§ 605. Return of Advanced Funds: Upon completion or termination of this Contract, the Contractor shall return any advanced funds which exceed payments due the Contractor, if any, within thirty (30) days of completion or termination of the Contract.

§ 700. FISCAL ACCOUNTABILITY.

§ 701. Fiscal Policies/Procedures. Contractor shall adhere to strict fiscal and accounting standards and shall comply with Title 29 Code of Federal Regulations (CFR) Part 97 - Uniform Administrative Requirements for State and Local Governments, the Cost Principles of the Federal Office of Management and Budget (OMB) Circular A-21 for educational institutions, OMB Circular A-87 for State, local and Indian tribe governments, OMB Circular A-122 for non-profit organizations, OMB Circular A-102 for grants and cooperative contracts with State and local government agencies, OMB Circular A-133 for audits of States, local governments and non-profit organizations, and OMB Circular A-110 for uniform administrative requirements for grants and contracts with institutions of higher education, hospitals, and other non-profit organizations.

§ 702. Federal TANF Regulations. The Contractor agrees to comply with Federal regulations governing TANF, which provide in part, that TANF funds may not be used for medical services pursuant to 64 Fed. Reg., Section 263.11 page 17839.

§ 703. Accounting. The Contractor shall establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards. The Contractor should maintain their accounting system on an accrual basis of accounting.

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

§ 705. Allegations Of Fraud And/Or Abuse. In the event of allegations of fraud or abuse (fraud and abuse as defined in appropriate WIA Adult and Dislocated Worker Program provisions and regulations), the County reserves the right to withhold ten percent (10%) of the contract amount or the amount of the final request for payment, whichever is greater, on a completed program until a

determination is issued in writing by the County Project Director that withheld funds should be released to the Contractor. Such written determination shall not supersede or replace the final report.

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

§ 800. AUDITS, REPORTS, RECORDS, & DOCUMENTATION

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

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

(1) Contractor shall obtain an independent organization-wide financial and compliance audit (single) of each fiscal year in which funding is received under this Contract.

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

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

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

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

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

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

(b) (1) The Contractor shall inform the County in writing of the exact location where all records, reports, participant files, and other documentation and physical evidence are to be retained within thirty (30) days of the beginning date of this Contract. The Contractor shall inform the County in writing of any location changes within ten (10) days from the date the records, reports, participant files, and other documentation and physical evidence are moved. Any transfers of the records, reports, participant files and other documentation beyond the boundaries of the County shall require prior written approval by the County.

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

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

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

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

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

§ 803. Reporting. Contractor shall submit the following reports for the WIA Adult and Dislocated Worker Program to the County:

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

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

(c) **Fiscal Close-Out Report:** Two (2) copies of a final fiscal close-out report, to be submitted in the form and manner designated by the County Project Director, with a deadline to be

announced for the WIA Adult and Dislocated Worker Program, including the reporting of expenses and accruals through June 30, 2003.

(d) The monthly invoices, corrective action plan and close-out reports identified in this **§ 803** shall be sent to:

County of Los Angeles
Community and Senior Services (CSS)
3175 West Sixth Street, Box 15
Los Angeles, California 90020-1798
Attention: Maggie Mireles, Program Manager

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

(1) An **Income Statement Report** is also generated by the Contractor on contract revenues versus expenditures. This is submitted to the CSS Financial Management Division with the contract close-out report on or before **October 15** following the end of the term of this Contract. The purpose of this report is to identify the amount of Program Income. The Income Statement Report should be amended if adjustments are required due to any new information received after the filing of the report.

(2) A **Plan for Disposition of Program Income** which must be submitted by the Contractor to the County within thirty (30) days after the Income Statement Report is due. For Program Income, cost reimbursement rules apply. Program Income must be spent on line items identified in the plan, unless the plan is officially amended. This plan will be reviewed by the County for final approval. The Plan should be amended as soon as possible if the Income Statement Report is amended.

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

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

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

(1) During the term of this Contract, the Contractor shall prepare and file a statement similar to that filed pursuant to **§ 803 (e),** each time it receives funding from any governmental agency that is additional to revenue already disclosed in Contractor's original revenue disclosure statement. The Contractor shall file such additional statement within fifteen (15) days following

receipt of such additional funding. The County shall not pay the Contractor for any services provided by the Contractor which are funded by other sources.

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

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

(g) **Cost Allocation Plan (CAP) For Cost Reimbursement Activities**. A Cost Allocation Plan (CAP), which is a Federal requirement for WIA Adult and Dislocated Worker Program, must be submitted as a reference document to this Contract to support the distribution of any joint costs related to the activities of this Contract. All costs included in the CAP will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Budget allocations are not adequate documentation. The Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs allocated to the cost-reimbursement activities. The County's contract monitor will test the Contractor's Cost Allocation Plan during the normal course of monitoring to ensure compliance with OMB requirements. Failure to comply may result in no payment, or a partial or reduced payment until the Contractor is in compliance. In addition, failure to comply may result in contract termination.

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

County of Los Angeles
Department of Community and Senior Services (CSS)
3175 West Sixth Street
Los Angeles, California 90020-1798
Attention: Michael Arredondo, MIS Section

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

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

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

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

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

(b) The Contractor will maintain an official Contract file, which contains the signed Contract and any modification thereto, as well as copies of relevant documents and/or records.

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

§ 805. Public Records/Confidentiality. (a) Contractor shall maintain the confidentiality of any information regarding a Participant(s), and the immediate family of any applicant or Participant that identifies or may be used to identify them and which may be obtained through application forms, interviews, tests, reports from the public agencies or counselors, or any other source. The Contractor shall not divulge such information without the permission of the Participant, except for disclosures required by court process, order, or decree, and except that information which is necessary for purposes related to the performance or evaluation of the Contract may be divulged to parties having responsibilities under the Contract for monitoring or evaluating the services and performances under the Contract and to governmental authorities to the extent necessary for the proper administration of the program.

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

(c) EDD data (information) is confidential, when it identifies an individual, or an employing unit. Confidential information is not open to the public and requires special precautions to protect it from loss, unauthorized use, access, disclosure, modification, and destruction. The Contractor agrees to keep all information furnished by EDD strictly confidential, and make the information available to its own employees only on a "need-to-know" basis, as specifically authorized in this Contract. Instruct all employees with EDD information access regarding the confidentiality of this information, and the sanctions against unauthorized use (Section 502), and the California Unemployment Insurance Code (Section 2111). Store and process information electronically, in a manner that renders it unretrievable by unauthorized computer, remote terminal, or other means. EDD confidential information should be returned promptly and/or, all copies/derivations should be destroyed when no longer in use. An approved method of confidential information destruction should be used: shredding, burning, or certified or witnessed destruction. Magnetic media are to be demagnetized, or returned to EDD. In no event, shall said information be disclosed to any individual outside of the Contractor staff, and/or their employees.

§ 806. Public Statements. The Contractor shall indicate in any and all press release(s) or any statement to the public related to the program that it is "Funded by the County of Los Angeles and approved by the WIB from funds made available under the WIA Adult and Dislocated Worker Program grant received by the County. All public statements must indicate that the Contractor is an Equal Employment Opportunity employer.

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

During the term of this Contract, Contractor shall prepare and file a similar written statement each time it receives funding from any governmental or non-governmental agency which is additional to that revenue disclosed in Contractor's initial revenue disclosure statement hereunder. Such statement shall be filed with the CSS within fifteen (15) business days following receipt of such additional funding. The County shall not pay for any services provided by Contractor which are funded by other sources. If the Contractor is a governmental agency, it shall be exempt from disclosure requirements of this Section, exempt as it pertains to other sources of funding for the WIA Adult and Dislocated Worker Program. All other provisions of this section shall apply. Failure of Contractor to comply with the requirements of this paragraph shall constitute a material breach of contact upon which the County or his designee may cancel, terminate, or suspend this Contract.

§ 900. NONCOMPLIANCE SANCTIONS/PENALTIES

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

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

§ 1000. INDEMNIFICATION AND INSURANCE

§ 1001. Indemnification. (a) The Contractor shall indemnify, defend and save harmless the County, its public officials, officers, employees and agents from and against any and all liability or expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage, arising out of or connected with Contractor operations or its services hereunder, or arising from the negligent acts or omissions of the Contractor in the performance of this Contract, including any workers' compensation suits, liability, or expense, arising from or connected with services performance by or on behalf of the Contractor by any person pursuant to this Contract.

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

§1002. Insurance. (a) Without limiting the Contractor's indemnification of the County, and except as otherwise provided herein, the Contractor shall provide and maintain at its own expense, and require all of its subcontractors to maintain, during the term of this Contract the following program(s) of insurance covering its operations as applicable hereunder in this agreement. Such insurance, which shall be provided by insurer(s) satisfactory to the County's Risk Manager, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Proof of insurance shall be delivered to CSS, Employment & Training Contracts Unit, 3175 W. 6th St., Los Angeles, CA 90020-1798, specifying the CSS Contractor Administrator and CSS as the Contract Department on or before the effective date of the contract. Such evidence shall specifically identify this Contract and contain express conditions that the County be given at least 30 days advance written notice of any modification or termination of any program of insurance. Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the County may immediately terminate or suspend this Contract.

(b) All insurance required hereunder shall be primary with respect to any insurance maintained by the County and shall not call on the County's program for contributions. Program(s) of insurance shall include: (1) **General Liability:** A program, including but not limited to comprehensive general liability and independent Contractor coverage, and comprehensive general liability, with a combined single limit of not less than $1 million per occurrence and $2 million general aggregate. Such insurance shall name the County as additional insured. Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the additional insured as its interests appear for all contractual obligations with the Contractor (named insured) and include Contractor and the County's name/address and the signature/date of the insurance representative.

(2) **Automotive Liability:** A program of insurance 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". Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages and include Contractor and the County's name/address and the signature/date of the insurance representative.

(3) **Workers' Compensation:** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code or by any other state, and which specifically covers all persons providing services by or on behalf of the Contractor, and all participants served by the Contractor, and risks to such persons under this Contract. In all cases, this insurance shall also include Employers' Liability coverage with limits of not less than $1 million for each accident and disease for each employee and policy limit.

(4) **Crime Coverage:** A comprehensive crime policy in an amount not less than $50,000 per occurrence against loss of money, securities, other property, as applicable to this agreement, for employee dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery. Contractor shall be required to provide County with certified copies of the current certificates of insurance and policy endorsement pages, both naming County of Los Angeles as the individual loss payee as its interests appear for all contractual obligations with the Contractor (named insured) and include Contractor and the County's name/address and the signature/date of the insurance representative.

(5) **Professional Liability:** Insurance covering liability arising from any error, omission negligent or wrongful act of the Contractor, its officers, employees, agents, or professional consultants with a limit of liability of not less than $1 million per occurrence and $3 million aggregate. The coverage shall also provide an extended 2-year reporting period commencing upon termination or cancellation of this Contract.

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

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

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

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

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

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

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

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

§ 1100. TERMINATION/SUSPENSION/PROBATION

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

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

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

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

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

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

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

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

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

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

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

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

(a) The Contractor becomes insolvent, that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the Federal Bankruptcy Law.

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

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

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

§ 1105. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program. Failure of Contractor to maintain compliance with the requirements set forth in **§ 211** shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angels County District Attorney and/or Department of Child Support Services shall be grounds upon which the County may terminate this Contract.

§ 1106. Termination for Improper Consideration. (a) The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee or agent or Workforce Investment Board member with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor performance pursuant to the Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

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

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

(b) If the Contractor is placed on probationary status, the Contractor shall submit a corrective action plan within ten (10) days of the notice of probationary status. The County Project Director must approve the Contractor's Corrective Action Plan (CAP). The County reserves the

right to terminate contract(s) of any Contractor on probationary status if the Contractor does not submit an acceptable corrective action plan or fails to meet the goals of an approved corrective action plan.

§ 1109. Contractor Responsibility and Debarment. (a) A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

(b) The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding on County contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Contractor may have with the County.

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

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

(e) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.

(f) A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

(g) These terms shall also apply to any subcontractors or independent consultants of the County Contractors.

§ 1200. GENERAL PROVISIONS

§ 1201. Contract Modifications/Amendments. (a) This Contract fully expresses the Contract of the parties. Any modification or amendment of the terms or conditions of this Contract must be by means of a separate written document approved by the County. No oral conversation between any officer, employee or agent of the parties shall modify or otherwise amend this Contract in any way. The County may make a unilateral modification to this Contract at any time, if required

by Federal law or regulations, State law or policy, and/or County policy, within ten (10) working days after receipt of written modification from the Federal, State or County government. Furthermore, to the extent funding for the program is eliminated or otherwise reduced, the County may in its sole discretion modify this Contract accordingly.

(b) **Budget Modifications**. Changes on the total contract funding as set forth in section 3 of the contract may be made by contract amendment only. With regard to the movement of funds within the budget, i.e., from one category to another, such movement may not exceed 25% of the Contract. Such modifications must be mutually agreed upon by the County Project Director or his designee, and Contractor and must be in the best interests of the County.

(c) **Program Modifications.** Language may state "Contractor Requests for modifications, either budgetary or programmatic will not be accepted during the first two (2) months of the contract period, and not more than once in each quarter Thereafter, with the exception of the last quarter when there shall be none, unless a written waiver is requested by Contractor and granted by the County."

§ 1202. Prohibition Against Delegation and Assignment. (a) Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole of in part, without the prior written consent of the County. Any assignment or delegation which does not have such prior County consent shall be null and void. For purposes of this Section, such County consent may be granted in the County's sole discretion and shall require a written amendment to this Agreement which is formally approved and executed by the parties. Any billings to the County by any delegatee or assignee on any claim under this Agreement, absent such County consent, shall not be paid by County. Any payments by the County to any delegate or assignee on any claim under this Agreement, in consequence of any such County consent, shall reduce dollar for dollar any claims which the Contractor may have against the County and shall be subject to set-off or other reduction for any claims which the County may have against the Contractor, whether under this Agreement or otherwise.

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

§ 1203. Subcontracting. (a) No performance of this Contract or any portion thereof shall be subcontracted by the Contractor without the prior written consent of the County Project Director. Any attempt by the Contractor to subcontract any performance of services under this Contract without the prior written consent of the County shall be null and void and shall constitute a material breach of this Contract upon which the County may immediately terminate this Contract in accordance with the provisions of **§ 1101** (Termination for Default).

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

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

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

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

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

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

(d) All subcontracts shall be made in the name of the Contractor and shall not bind nor purport to bind the County. The making of subcontracts hereunder shall not relieve the Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate all the work of the Contractor and any subcontractor. Approval of the provisions of any subcontract by the County shall not be construed to constitute a determination of the allow ability of any cost under this Contract.

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

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

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

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

§ 1204. Fiduciary Relationships Every collaborative must identify the fiduciary relationship between all the partners of the collaboration and the Lead Agency. The following two (2) fiduciary relationships are recognized by this Contract:

(a) Cost sharing

(b) Non-Financial - A Memorandum of Understanding (MOU) agreement between the Lead Agency and collaborator for services without cost reimbursement

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

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

(a) The availability of said WIA Adult and Dislocated Worker funds, and

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

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

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

(c) During this Agreement, where equipment is purchased by Community and Senior Services and furnished to the Contractor to assist in providing services under the terms of this Agreement, said equipment, whether fixed or non-fixed, is to be transferred or returned to the Department at the request of the Director of the Department, or authorized representative.

§ 1208. Notices. (a) The appropriate County representative, as set forth in Section 5 of the foregoing Contract, is the party to whom the Contractor shall forward all documents, reports, and records as required by this Contract.

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

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

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

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

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

§ 1211. Prohibition of Fees. Contractor shall not charge clients fees and/or membership fees for any services funded under this Contract.

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

§ 1213. Disputes. (a) The Contractor agrees to attempt to resolve disputes arising from this Contract by administrative process and negotiation in lieu of litigation. Any dispute concerning a question of fact arising under this Contract shall be settled in accordance with County grievance procedures. Contractor shall submit to the County within thirty (30) days of execution of this Contract, a grievance procedure, in accordance with applicable WIA regulations, State and local laws, rules, and regulations. The Contractor also agrees to process all complaint/grievances in accordance with its adopted grievance procedure. All procedures must be exhausted at the local level in an effort to resolve a complaint/grievance. The Contractor also assures and agrees that it will be bound by decisions issued under the County's WIA participant grievance procedures.

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

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

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

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

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

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

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

§ 1216. Clean Air and Water. Compliance with all applicable standards, orders, or requirement issued under sections 302 of Clean Air Act (42 U.S.C 1857 (h), section 508 of the clean Water (33 U.S.C 1368, Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Contract, subcontract, and subgrants or amounts in excess of $100,000.

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

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

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

(B) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings, and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Contract, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Contract, Contractor may access and utilize certain of County's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Contractor shall not use any of County's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of County. Except as otherwise set forth herein,

neither the Contractor nor County shall give any ownership interest in or rights to its Intellectual Property to the other party. If, during the term of this Contract, Contractor accesses any third-party Intellectual Property that is licensed to County, Contractor agrees to abide by all license and confidentiality restrictions applicable to County in the third-party's license agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

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

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

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

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

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

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

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

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

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

(3) Contractor agrees that damages alone would be inadequate to compensate County for breach of any term of this Intellectual Property provisions of this **§ 1217** by Contractor. Contractor acknowledges County would suffer irreparable harm in the event of such breach and

agrees County shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

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

WIA Adult Program Allocation for Program Year 2003-2004

Attachment B

					Allocation	11,561,215
					Estimated Carryover	1,382,539
					Total Available	12,943,754
	Sup District 1	**Sup District 2**	**Sup District 3**	**Sup District 4**	**Sup District 5**	**Totals**
WORKSOURCE CENTERS*						
Affiliated Computer Services Inc. (ACS) - ELA	773,902	-	-	208,516	-	982,418
Antelope Valley Workforce Development Consortium	30,258	-	-	-	620,442	650,700
Chicana Service Action Center	128,408	-	-	-	184,916	313,324
City of Compton - Compton Careerlink	-	420,309	-	-	-	420,309
H.S. Consortium of the East San Gabriel Valley dba LA Works	502,270	-	-	207,783	510,516	1,220,569
Hub Cities Consortium	881,643	280,294	-	-	-	1,161,937
Jewish Vocational Services (satelite)***	-	-	191,831	-	-	191,831
Los Angeles Community College District - LA Mission College	-	-	157,425	-	-	157,425
Los Angeles Urban League - Pomona**	422,616	-	-	-	-	422,616
Los Angeles Urban League - South Central**	128,790	760,377	-	-	-	889,167
Southeast Area Social Services Funding Authority (SASSFA)	332,744	-	-	272,243	-	604,987
West San Gabriel Valley Consortium dba Career Partners - Rosemead**	866,911	-	-	-	361,174	1,228,085
West San Gabriel Valley Consortium dba Career Partners - El Monte**	661,326	-	-	-	3,213	664,539
CITY/COUNTY FUNDED WORKSOURCE CENTERS*						
Career Planning Center Inc. - WLA	-	76,144	264,945	36,153	-	377,242
El Proyecto Del Barrio	-	-	126,789	-	-	126,789
OTHER WORKFORCE INVESTMENT BOARDS*						
Carson, Lomita, Torrance Workforce Investment Board	-	-	-	31,973	-	31,973
City of Pasadena - Foothill Workforce Investment Board	-	-	-	-	120,682	120,682
City of Hawthorne South Bay Workforce Investment Board	-	104,466	-	12,033	-	116,499
SPECIAL NEEDS AGENCIES						
Asian American Drug Abuse, Inc.	-	104,261	-	-	-	104,261
Assert, Inc.	-	-	10,835	-	79,453	90,288
Basic Adult Spanish Education (BASE)	-	-	90,821	-	-	90,821
Community Based Education & Development	-	-	63,055	37,032	-	100,087
Goodwill Industries	88,471	-	-	-	-	88,471
Housing Authority City of Los Angeles	61,032	35,844	-	-	-	96,876
Jewish Vocational Service***	-	-	97,839	-	-	97,839

WIA Adult Program Allocation for Program Year 2003-2004

Attachment B

	Sup District 1	Sup District 2	Sup District 3	Sup District 4	Sup District 5	Totals
New Directions, Inc.	18,164	18,165	18,164	18,164	18,164	90,821
Pacific Asian Consortium in Employment (PACE)	51,568	51,569	-	-	-	103,137
SER – Jobs for Progress	-	110,999	-	27,749	-	138,748
Streetlights / Raleigh Studios	33,505	33,505	6,092		28,430	101,532
TTI America	-	-	101,210	-	-	101,210
UAW-LETC	52,211	52,211	-	-	-	104,422
Van Ness Recovery House	18,662	10,530	54,217	10,426	10,426	104,261
SERVICE PROVIDERS TOTAL	5,052,481	2,058,674	1,183,223	862,072	1,937,416	11,093,866
Avalon Facilities Costs	-	262,330	-	-	-	262,330
Monies held in abeyance to service Bell Gardens	223,334	-	-	-	-	223,334
SUB-TOTAL						485,664
WIA Marketing Set-Aside						208,102
CSS Administration						1,156,122
SUB-TOTAL						1,364,224
GRAND TOTAL						12,943,754

* All WorkSource Centers will set-aside 1% of their allocation for Business Services.

**These two Agencies provide One-Stop services from multiple locations.

***This Agency provides services as a One-Stop Satelite and for Special Needs populations.

WIA Dislocated Worker Program Allocations for Program Year 2003-2004

Attachment C

				Allocation		9,666,736
				Estimated Carryover		340,710
				Total Available		10,007,446
	Sup District 1	Sup District 2	Sup District 3	Sup District 4	Sup District 5	Totals
WORKSOURCE CENTERS*						
Affiliated Computer Services Inc. (ACS) - ELA	415,962	-	-	143,512	-	559,474
Antelope Valley Workforce Development Consortium	37,481	-	-	-	789,501	826,982
Chicana Service Action Center	58,570	-	-	-	125,754	184,324
City of Compton - Compton Careerlink	-	297,774	-	-	-	297,774
H.S. Consortium of the East San Gabriel Valley dba LA Works	503,532	-	-	284,008	794,478	1,582,018
Hub Cities Consortium	539,813	205,807	-	-	-	745,620
Jewish Vocational Services	-	-	153,603	-	-	153,603
Los Angeles Community College District - LA Mission College	-	-	332,329	-	-	332,329
Los Angeles Urban League - Pomona**	533,250	-	-	-	-	533,250
Los Angeles Urban League - South Central**	91,913	698,065	-	-	-	789,978
Southeast Area Social Services Funding Authority (SASSFA)	307,216	-	-	309,091	-	616,307
West San Gabriel Valley Consortium dba Career Partners - Rosemead**	495,382	-	-	-	243,691	739,073
West San Gabriel Valley Consoriutm dba Career Partners - El Monte**	467,578	-	-	-	3,868	471,446
CITY/COUNTY FUNDED WORKSOURCE CENTERS*						
Career Planning Center Inc. - WLA	-	46,872	166,922	31,925	-	245,719
El Proyecto Del Barrio	-	-	76,179	-	-	76,179
OTHER WORKFORCE INVESTMENT BOARDS*						-
Carson, Lomita, Torrance Workforce Investment Board	-	-	-	51,200	-	51,200
City of Pasadena - Foothill Workforce Investment Board	-	-	-	-	120,721	120,721
City of Hawthorne South Bay Workforce Investment Board	-	98,610	-	43,698	-	142,308
SERVICE PROVIDERS TOTALS	3,450,697	1,347,128	729,033	863,434	2,078,013	8,468,305
Avalon Facilities Costs	-	262,330	-	-	-	262,330
Monies held in abeyance to service Bell Gardens	136,136	-	-	-	-	136,136
SUB-TOTAL						398,466
WIA Marketing Set-Aside						174,001
CSS Administration						966,674
SUB-TOTAL						1,140,675
GRAND TOTAL						10,007,446

* All WorkSource Centers will set-aside 1% of their allocation for Business Services

**These Agencies provide One-Stop services from multiple locations.

Attachment D

WIA Contract # _____
WIA Contract # _____

COUNTY OF LOS ANGELES
DEPARTMENT OF COMMUNITY AND SENIOR SERVICES
WORKFORCE INVESTMENT ACT (WIA) TITLE I
ADULT AND DISLOCATED WORKER AMENDMENT

THIS AMENDMENT is made and entered into this _____ day of _____, 200_ by and between County of Los Angeles, hereinafter referred to as "County", by and through its department of Community and Senior Services, hereinafter referred to as "CSS" and _____ hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the parties hereto have previously entered into a Contract on _____ _____ for an amount not to exceed $ _____ pursuant to the Workforce Investment Act Subgrant Agreement hereinafter referred to as WIA Subgrant pursuant to Public Law 105-220 to provide to adult and dislocated workers a comprehensive array of workforce investment services through the One-Stop delivery system; and

WHEREAS, CSS has been delegated authority to increase or decrease contract amounts based on contractor's performance and availability of funding provided that the amount of change does not exceed 25% of the original amount; and

WHEREAS, the County has determined that Contractor is currently performing in a manner which indicates its ability to effectively provide the necessary additional services, and that funding to continue such services is currently available; and

WHEREAS, the parties hereto desire to amend said Contract and its Exhibits in accordance with the terms and conditions set forth below.

NOW, THEREFORE, the parties hereto agree as follows:

I. **SECTION 3. COUNTY OBLIGATIONS** is amended in its entirety as follows: The County agrees to reimburse Contractor for provision of services identified in the Statement of Work/Mandated Program Requirements (Exhibit B) in accordance with relevant invoicing policies and procedures set forth in the Contract; provided, however, that the amount obligated and paid to the Contractor by the County shall not exceed _____ _____ Dollars ($_____) during the term of this Contract. County will monitor Contractor's invoices utilizing the operational Memorandum of Understanding and Resource Sharing Agreement, in accordance with the WIB Directives DWA 00-005 and DWA 00-039.

II. **SECTION 4. TERM** is amended in its entirety to read as follows:
(a) The term of this Contract shall commence on _____, 200_ and terminate no later than _____, 200_, except as otherwise provided herein.

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

(1) Standard Terms and Conditions (Exhibit A)
(2) Statement of Work/Mandated Program Requirements (Exhibit B)
(3) Budget (Exhibit C)
(4) Required Program Documents (Exhibit D)
(5) Request for Cash & Invoice (Exhibit E)
(6) Business Services Performance (Exhibit F)

IV. Except as expressly modified by this Amendment, the unaffected term and conditions of the original contract shall remain valid, binding, and enforceable against the parties.

IN WITNESS WHEREOF, the County of Los Angeles, by and through its department of Community and Senior Services, have caused this Amendment to be executed on their behalf by their duly authorized representative. The person signing on behalf of Contractor warrants under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

By: _____
ROBERT RYANS, Director
Community and Senior Services

Approved as to Form:

LLOYD W. PELLMAN
County Counsel

By: _____
Deputy

CONTRACTOR

By: _____
(Signature)

_____
(Print or Type Name)

_____
(Title)

Executed at: _____

_____
(Date)

Attachment E

WIA ADULT & DISLOCATED WORKER 2003-2004
Minority / Participation / Ownership of Firms / Agencies / Entities
Percent Minority / Women Participation

FIRM / AGENCY / ENTITY	Ownership	Partnership	Board Members	Staff
Affiliated Computer Services Inc. (ACS) - ELA	N/A	N/A	0%/0%	52%/37%
Antelope Valley Workforce Development Consortium	N/A	N/A	33%/33%	45%/68%
Career Planning Center, Inc. - WLA	N/A	N/A	100%/100%	56%/82%
Carson, Lomita, Torrance Workforce Investment Board	N/A	N/A	N/A	N/A
Chicana Service Action Center	N/A	N/A	100%/90%	100%/81%
City of Compton - Compton Careerlink	N/A	N/A	100%/33%	100%/72%
City of Hawthorne - South Bay Workforce Investment Board	N/A	N/A	40%/30%	75%/36%
City of Pasadena - Foothill Workforce Investment Board	N/A	N/A	48%/32%	58%/75%
El Proyecto Del Barrio	N/A	N/A	100%/100%	75%/33%
H.S. Consortium of the East San Gabriel Valley dba LA Works	N/A	N/A	33%/17%	72%/72%
Hub Cities Consortium	N/A	N/A	20%/0%	100%/80%
Jewish Vocational Services	N/A	N/A	100%/83%	100%/100%
Los Angeles Community College District for L.A. Mission College	N/A	N/A	57%/29%	56%/47%
Los Angeles Urban League - Pomona	N/A	N/A	66%/33%	100%/86%
Los Angeles Urban League - South Central	N/A	N/A	66%/33%	100%/86%
Southeast Area Social Services Funding Authority (SASSFA)	N/A	N/A	46%/0%	53%/74%
West San Gabriel Valley Consortium dba Career Partners - Rosemead Area	N/A	N/A	33%/67%	50%/50%
West San Gabriel Valley Consortium dba Career Partners - El Monte Area	N/A	N/A	33%/67%	50%/50%